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

June 18, 2024
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, and the City Attorney relating to existing litigation: Raiter v. City of Oroville, United States District Court, Eastern District of California, Case No.2:22-CV-00530.

2. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, and the City Attorney relating to existing litigation: Sears v. City of Oroville, United States District Court, Eastern District of California, Case No.2:22-CV-01624.

3. Pursuant to Government Code section 54956.9(b). the Council will meet with the City Administrator, and the City Attorney relating to significant exposure to litigation – one case.

OPEN SESSION

1. Announcement from Closed Session

2. Pledge of Allegiance

3. Adoption of Agenda

PRESENTATIONS AND PROCLAMATIONS

1. A RESOLUTION OF THE OROVILLE CITY COUNCIL RECOGNIZING THE 100 YEARS OF SERVICE BY THE ROTARY CLUB TO THE CITY OF OROVILLE

The City Council may consider adopting Resolution No. 9278 recognizing the 100 years of service provided to the Community by the Oroville Rotary Club.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9278 AND AUTHORIZE THE MAYOR TO SIGN.

2. SWEARING IN OF NEW OFFICERS

Assistant Chief of Police Jess Darnell will swear in the new officers of the Oroville Police Department.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 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. AGREEMENT WITH ST FRANCIS ELECTRICAL FOR MONTGOMERY STREET PARKING LOT LIGHTING IMPROVEMENT

The City Council may consider authorizing the execution of an agreement with St Francis Electrical Company for electrical services at the City owned parking lot located at 2110 Montgomery St.

ACTION REQUESTED -

AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AN AGREEMENT WITH ST. FRANCIS ELECTRIC COMPANY FOR THE NECESSARY UNDERGROUND ELECTRICAL INFRASTRUCTURE AND LIGHTING AT THE CITY PARKING LOT LOCATED AT 2110 MONTGOMERY STREET, OROVILLE, CA.

2. CITY HALL COPIER LEASE AGREEMENT

The City Council may consider a Lease Agreement with Global Office Inc., utilizing the National Association of State Procurement Officials (NASPO) contract, in the monthly amount of $561.19, for the replacement of two (2) City Hall copiers.

ACTION REQUESTED -

APPROVE AGREEMENT AND AUTHORIZE THE MAYOR TO SIGN.

3. CONSIDER AND APPROVE A JOB DESCRIPTION AND SALARY RANGE FOR AN APPRENTICE ELECTRICIAN

The City Council will consider adopting a job description and salary range for an Apprentice Electrician.

ACTION REQUESTED -

APPROVE THE ATTACHED JOB DESCRIPTIONS FOR THE APPRENTICE ELECTRICIAN AND SALARY RANGE.

4. FORECLOSURE OF 2050 GRAY STREET

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 2050 Gray Street, Oroville (APN 012-221-003).

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9279 -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 2050 GRAY STREET, OROVILLE (APN 012-221-003)

REGULAR BUSINESS

5. 2024/25 ADOPTED BUDGET

The City Council will receive and consider approval of the fiscal year 2024/25 Budget.

RECOMMENDATION

APPROVE THE 2024-25 ANNUAL BUDGET.

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

The City Council will receive a presentation from Suzi Kochems, city consultant, regarding the Mission Esperanza Project.

RECOMMENDATION

ACCEPT FOR INFORMATION.

7. 2024 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

The City Council will receive a presentation and provide direction to staff regarding the submittal of the 2024 Community Development Block Grant (CDBG) application.

ACTION REQUESTED -

AUTHORIZE THE SUBMISSION OF ONE OVER THE COUNTER APPLICATION TO PURCHASE AN AERIAL LADDER TRUCK AND A TYPE 1 FIRE ENGINE ($3.1M) AND THE SUBMISSION OF TWO COMPETITIVE PLANNING AND TECHNICAL ASSISTANCE APPLICATIONS ($264,486 TOTAL) FOR: SOUTHSIDE VILLAGE CORE MASTER PLAN AND DRAINAGE PLAN AND STREET ACQUISITIONS FOR ELGIN AND FORT WAYNE STREETS; **OR**

PROVIDE OTHER DIRECTION TO STAFF.

8. NOVEMBER 5, 2024 GENERAL MUNICIPAL ELECTION RESOLUTION RELATING TO ARTICLE XXXIV VOTER APPROVAL OF LOW AND VERY LOW INCOME HOUSING LOCATED AT 2131 FOGG AVENUE, IN OROVILLE CA

The Housing Authority of the County of Butte has requested the City Council adopt resolutions necessary to call a special election and place ballot measures before the voters regarding Article XXXIV approval of a low and very low-income housing located at 2131 Fogg Avenue.

ACTION(S) REQUESTED -

1. ADOPT RESOLUTION NO .9281-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, ON A MEASURE FOR VOTER APPROVAL OF LOW AND VERY LOW-INCOME HOUSING LOCATED AT 2131 FOGG AVENUE, IN OROVILLE, CA BY THE ELECTORS OF THE CITY OF OROVILLE.

2. ADOPT RESOLUTION NO. 9282-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.

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

The City Council will consider an amended and restated legal services agreement with Cole Huber, LLP.

ACTION(S) REQUESTED –

APPROVE AMENDED AND RESTATED CONTRACT WITH COLE HUBER, LLP; AND ADOPT RESOLUTION NO. 9280 - A RESOLUTION OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED AGREEMENT WITH COLE HUBER, LLP FOR CITY ATTORNEY LEGAL SERVICES – (AGREEMENT NO. 2004-7)

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

No public hearings scheduled for this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
   - i. Governing Board of Oroville High School- Increasing School Facilities Fees
   - ii. Public Hearing- Palermo Elementary

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on July 2, 2024 at 4:00 p.m.

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

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

CITY OF OROVILLE
RESOLUTION NO. 9278

A RESOLUTION OF THE OROVILLE CITY COUNCIL RECOGNIZING THE 100 YEARS OF SERVICE BY THE ROTARY CLUB TO THE CITY OF OROVILLE

WHEREAS, the Rotary Club has been an integral part of the City of Oroville for the past 100 years, providing unwavering service and support to the community; and

WHEREAS, the Rotary Club of Oroville was established on April 11, 1924 and since then, has been dedicated to the motto "Service Above Self," striving to make a positive impact on the lives of residents and the community as a whole; and

WHEREAS, the Rotary Club has played a pivotal role in numerous community projects and initiatives, including but not limited to:

1. **Gazebo at Sank Park**: Enhancing the beauty and utility of Sank Park with a picturesque gazebo.
2. **Sank Park Carriage House**: Contributing to the preservation and restoration of historic structures in Oroville.
3. **Martin Luther King Park Bandstand**: Creating a venue for performances and community events, fostering cultural enrichment.
4. **Riverbend Park Snack Stand**: Providing amenities to park-goers, enhancing their recreational experience.
5. **July 4th Fireworks Celebrations**: Organizing annual celebrations that bring joy and a sense of unity to the community.
6. **International Projects in Liberia and Honduras**: Extending humanitarian efforts globally, promoting health, education, and sustainable development.
7. **International Exchange Student Program**: Fostering global understanding and cultural exchange among young people.
8. **Rotary Youth Leadership Camperships**: Investing in the leadership potential of young individuals through camps and training programs.
9. **Oroville Lights Project to Light Up Feather River Bridg**e: Contributing to the beautification and safety of a key city landmark.
10. **Awarded 2024 Top Service Club by Oroville Chamber of Commerce**: Recognized for exceptional service and dedication to the community.

NOW, THEREFORE, BE IT RESOLVED, that the Oroville City Council hereby recognizes and commends the Rotary Club for its 100 years of outstanding service and dedication to the community; and

BE IT FURTHER RESOLVED, that the City of Oroville extends its heartfelt gratitude to all past and present members of the Rotary Club, whose tireless efforts and generosity have significantly contributed to the betterment of our city; and

BE IT FURTHER RESOLVED, that the City of Oroville looks forward to many more years of partnership and service with the Rotary Club, as we continue to work together towards a brighter and more prosperous future for all residents; and

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on June 18, 2024 by the following vote:

AYES:	ABSTAIN:
NOES:	ABSENT:

APPROVED AS TO FORM:

_____

Scott E. Huber, City Attorney

_____

David Pittman, Mayor

ATTEST:

_____

Kayla Reaster, Asst. City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **JESS DARNELL, ASSISTANT CHIEF OF POLICE**

RE: **SWEARING IN OF NEW OFFICERS**

DATE: **JUNE 18, 2024**

SUMMARY

Assistant Chief of Police Jess Darnell will swear in the new officers of the Oroville Police Department.

DISCUSSION

Assistant Chief of Police Jess Darnell will swear in the new officers of the Oroville Police Department by administering them their Oaths of Office.
The swearing-in serves to:

- Formally induct new officers into the police force.
- Reinforce the commitment to upholding law and order.
- Foster a sense of unity and morale among the new recruits and existing staff.

FISCAL IMPACT

None

RECOMMENDATION

ACCEPT FOR INFORMATION.

ATTACHMENTS

None

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **AGREEMENT WITH ST FRANCIS ELECTRICAL FOR MONTGOMERY STREET PARKING LOT LIGHTING IMPROVEMENT**

DATE: **JUNE 18, 2024**

SUMMARY

The City Council may consider authorizing the execution of an agreement with St Francis Electrical Company for electrical services at the City owned parking lot located at 2110 Montgomery St.

DISCUSSION

St. Francis Electric Company has been contacted for commercial electrical services related to the City-owned parking lot at 2110 Montgomery Street. The proposed enhancements include the installation of new underground electrical infrastructure and light poles with fixtures. These upgrades will significantly improve the lighting and safety of those using our facility, as there is currently no existing lighting. The cost of the construction is not to exceed $27,000.

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FISCAL IMPACT

Not to exceed $27,000 dollars.

RECOMMENDATION

Authorize the Director of Public Works to execute an agreement with St. Francis Electric Company for the necessary underground electrical infrastructure and lighting at the City parking lot located at 2110 Montgomery Street, Oroville, CA.

ATTACHMENTS

1. Quote for Electrical services.

Contractors License No. 1003811
A-General Engineering
C-10 Electrical
Union Contractor

PO Box 2057, San Leandro, CA 94577
Office: (510) 639-0639
Fax (510) 639-4655

Phase 2 - QUOTE

DATE:	5/21/2024	TO:	Fred Mayo
FROM:	Monica Kint	FROM:	City of Oroville
PHONE:	(510) 725-5185	PHONE:	
FAX:	(510) 639-9116	EMAIL:	fmayo@cityoforoville.org
EMAIL:	mkint@sfe-inc.com		

BID/PROJECT: Montgomery & Downer - Civic Center Parking Lot

We are pleased to offer our proposal for the above referenced project as follows:

Trench approx 190ft and install new conduit. Dig, form and pour (2) new Type 15 streetlight foundations. Install (2) new N9 pullboxes and (1) N30 pullbox. Install (2) City furnished Type 15 pole shafts w/hardware kits, (2) SFE supplied 15' arms and City supplied Leotek LED fixtures. Pull wire, make connections, test and verify operations.

TOTAL: $27,540.00

Thank you for this opportunity! Quoted during normal busniess hours M-F 7-3:00

Accepted by: _____

Name: _____

Title: _____

Date: _____

The confidential data and information contained in SFE's proposals/offers, any and all oral discussion or comment relating to the confidential data and information and any information derived therefrom shall be maintained in the strictest confidence and shall not be released, sold, disseminated, transferred or otherwise disclosed by any means to any person, firm, corporation, or third party without the prior written approval of SFE.

Please feel free to contact Monica Kint regarding any questions

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **CITY HALL COPIER LEASE AGREEMENT**

DATE: **JUNE 18, 2024**

SUMMARY

The City Council may consider a Lease Agreement with Global Office Inc., utilizing the National Association of State Procurement Officials (NASPO) contract, in the monthly amount of $561.19, for the replacement of two (2) City Hall copiers.

DISCUSSION

City Hall has two copiers that have been utilized for the last 5 years and have reached the end of the lease.

Staff recommends a new lease utilizing pricing from the NASPO contract and would include a Canon C5850i and a Canon 6980i.

The charge covers the cost of the Lease Agreement (60 months), all toner, parts and labor for any maintenance matter.

FISCAL IMPACT

Funding is available as part of the 2024/25 adopted budget within all departments.

RECOMMENDATION

APPROVE AGREEMENT AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

1) A-3512 Lease Agreement
2) A-3512-1 Maintenance Agreement
3) iR ADX 6980i spec sheet
4) iR ADX C5850i spec sheet

GlobalOffice Inc

Lease Agreement

APPLICATION NO.	AGREEMENT NO.
	A-35122

Exh 2.

1905 Notre Dame Blvd. Ste. 230 Chico, CA. 95928 • Phone: 877.287.5033

The words **Lessee, you** and **your** refer to **Customer.** The words **Lessor, we, us** and **our** refer to **GLOBAL OFFICE, INC.**

CUSTOMER INFORMATION

City of Oroville			EQUIPMENT LOCATION (IF DIFFERENT)		
STREET ADDRESS 1735 Montgomery St		530.538.2493	CITY	STATE	ZIP
CITY Oroville	STATE CA	ZIP 95966	FAX	FEDERAL TAX I.D. #	

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.
Canon iRADXC5850i – Admin	
Canon iRADX6980 - Planning	

☐ **CHECK HERE FOR MULTIPLE PLACEMENTS - SEE ATTACHED SCHEDULE "A"**

TERM AND PAYMENT SCHEDULE

Months 60	**Monthly Payment*** $ 561.19	*(The lease contract payment ("Payment") period is monthly unless otherwise stated.)* **plus applicable taxes*

INSURANCE & TAXES	You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Agreement or the Equipment (see paragraphs 2 and 4 on page 2 of this Agreement). If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.
UCC & MISCELLANEOUS	You agree that we will file Uniform Commercial Code ("UCC") documents and obtain credit bureau reports. You authorize us to sign any documents in connection with the Uniform Commercial Code on your behalf. You agree to pay a one-time fee, not to exceed $159.00 for the purpose of filing the UCC documents.

END OF LEASE OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

City of Oroville	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
	PRINT NAME		

ACCEPTANCE OF DELIVERY

The undersigned hereby certifies that: (i) all of the above-described equipment (the "Equipment") has been delivered to the above-named customer (the "Customer") at the address indicated above, (ii) the Equipment has been installed, is fully operational and in good condition, and is unconditionally accepted.

Chico City of	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY

LESSOR ACCEPTANCE

GLOBAL OFFICE, INC. Mike Drakulic	Mike Drakulic562024	Director/VP Operations	5/6/2024
LESSOR	SIGNATURE	TITLE	DATED

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. Unless otherwise stated in an addendum hereto, this Agreement will renew for 3-month term(s) unless you send us written notice at least 90 days (before the end of any term) that you want to purchase or return the Equipment. All of the provisions of this Agreement shall continue to apply, including, without limitation, your obligations to remit Payments and other charges, until all of the Equipment is either returned to us or purchased by you. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You understand and agree that we have no right, title or interest in intangible property or associated s[illegible]ch as periodic software licenses and prepaid database subscription rights (such intangible property "Software") and you will comply throughout the term of this Agreement with any license and/or other agreement ente[illegible]with the supplier of the Software.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or d up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee of $150, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** You agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to one of the following options, the selection of which is at our sole discretion: (1) we may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (2) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment, although we reserve the right to participate in the defense and to select or approve defense counsel. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: WE ARE THE OWNER OF THE EQUIPMENT. YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. You agree that we may sell or assign the Agreement without notice and the new Lessor will have the same rights that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **FAXED OR SCANNED DOCUMENTS, OR E-SIGNATURE, MISC.:** This Agreement may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If you manually or electronically sign and transmit this Agreement to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Agreement manually signed by us, when attached to the facsimile or other electronic copy signed by you (manually or electronically), shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Agreement, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the manual or electronic signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: when you open an account, we will ask for your name, address and other information that will allow us to identify you. We may also ask to see identifying documents. You authorize us to furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, purchasers or investors.

8. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. THIS AGREEMENT IS A NET AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

9. **LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY**.

Equipment Maintenance Agreement
A-3512-1

GlobalOffice Inc
2070 Commerce Ave., Concord, CA 94520

5/6/2024

Customer

BILL TO:

Company Name:	City of Oroville		
Department:	Main Admin Building		
Address:	1735 Montgomery St		
City:	Oroville	**County:**	
State:	CA.	**Zip:**	95966
Contact:	Tyson Pardee	**FAX:**	
Phone:	530.538.2493		
Email:	tpardee@cityoforoville.org		

SHIP TO:

Company Name:	City of Oroville		
Department:	Main Admin Building		
Address:	1735 Montgomery St		
City:	Oroville	**County:**	
State:	CA.	**Zip:**	95966
Contact:	Tyson Pardee	**FAX:**	
Phone:	530.538.2493		
Email:	tpardee@cityoforoville.org		

START DATE: _____

END DATE: _____

Meter Contact Information

Contact Name:	Tyson Pardee
Phone Number:	530.538.2493
Email Address:	tpardee@cityoforoville.org
Primary Service Tech:	

Equipment

N	Location	Make & Model	Serial	Equip ID	BW Images Incl	CLR Images Incl	BW Rate	CLR Rate	BW Overage	CLR Overage	CPC Base Charge	Charge
1	Admin	iRADXC5850i			-	-	0.0070	0.050	0.0070	0.0500		$0.00
2	Planning	iRADX6780i			-	-	0.0070					$0.00
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
			Total Images Included		-	-						

Special EMA Instructions:

Fees / Misc	$0.00
Total	**$0.00 (plus tax)**

Base Frequency: Qrtrly

Overage Frequency: Qrtrly

Acceptance

Print Name | Signature | Date

Global Office Inc
2070 Commerce Ave., Concord CA 94520

Signature: Mike Drakulic
Date: 5/6/2024

Equipment Maintenance Agreement- Terms and Conditions

During the term of the Equipment Maintenance Agreement (EMA), Global Office Inc. (Global) will provice on-site service and repair (including parts and labor) when required, preventative maintenance as required and all supplies excluding staples and paper (for supply inclusive contracts) for the equipment listed on the front of this document or subsequent amendment or equipment schedule.

If Global cannot maintain the equipment to its performance specifications, Global will replace the equipment with a comparable model at no additional charge to the Customer.

For the term following the date of original installation, or purchase of EMA, Global guarantees the copier to operate at 98% uptime. The uptime is calculated per quarter on 600 working hours (8:00 AM - 5:00 PM). Customer will be reimbursed for the time the copier is out ofservice in excess of 2% of normal working hours per quarter (12 hours). The reimbursement will be determined in increments of 9 working hours and to be settled quarterly.

Meters to be collected at a regular interval for billing purposes. Client agrees to allow Global to install a software tool to automatically collect meters.

Annual plans are for a 12-month period or the specified number of copies, whichever occurs first. All plans are subject to a minimum 3% annual increase.

1. **Items NOT Covered by Global EMA**
   a) $3.37 per month per system charge to cover shipping.
   b) Maintenance and parts required due to customer neglect.
   c) Damage caused by the relocation of equipment without prior notification.
   d) Service performed by NON-Global employees.
   e) Any damage caused by natural disasters or other than normal equipment wear and tear.
2. **On Site Response Time**
   a) Global guarantees a 4 hour average response time during normal business hours.
   b) Normal Business hours are Monday through Friday 8:00AM to 5:00 PM (Excluding Holidays)
3. **Termination of Contract**
   a) EMA's may be cancelled by either the customer or Global upon 30 days written notice. Customer termination of an EMA prior to the expiration date will be billed in accordance with the terms in effect on the termination date. Termination will be subject to the monthly minimum coverage through the termination month and the following early termination charges based on the number of full months remaining on the EMA contract.
   b) 0-6 Months remaining: Balance of contract due
   7-12 Months remaining: 7 payments due
   13–24 Months remaining: 12 payments due
   c) There will be a charge according to Per-Call Equipment service rates and Terms for any parts and service labor provided on or after the expiration date of the EMA.
4. **After hours or non-contract charges**
   a) An hourly rate for non-contract customers is $150.00 an hour with a two-hour minimum.
   b) After hours service (after 5PM) can be provided at 1.5 times the regular hourly rate, plus $50.00 travel time.
   c) Global will provide service to non-EMA customers on a time and material basis.
5. **Limitations**
   a) Global will not be responsible for any consequential or incidental damages resulting from the use or service of the equipment. Such damages include loss of revenue, downtime cost and loss of use of equipment.
6. **Breach**
   a) If the customer fails to pay in a timely manner for services, Global can withhold service and supplies for the equipment covered under this agreement.
   b) Invoices are payable upon receipt, terms are net.
   c) All accounts, which go beyond 30 days, will be charged 1% per month.
   d) Customer shall be responsible for all costs incurred as a result of any collection activity required to satisfy all outstanding balances.
7. **Automatic Renewal of EMA**
   a) Unless the customer notifies Global 30 days prior the end of the EMA period, the EMA will be renewed automatically for the succeeding EMA period with a minimum 3% increase.

Initial	

imageRUNNER ADVANCE DX C5850i



Product Description

• Print/Copy Speed: up to 50 ppm (BW/Color, Letter)
• Scan Speed: up to 270 ipm (300 dpi) (BW/Color, Duplex)
• Print up to 12" x 18"
• Includes two 550-sheet paper cassettes
• Standard security feature set, including McAfee Embedded Control
• Includes uniFLOW Online Express for cloud-based accounting and cost control per user/department

Space And Power Requirements

・Total Dimensions (W x D x H): 45.75" x 28.43" x 46.77"
・Total Installation Space (W x D x H): 70.08" x 45.75" x 46.77"
・Main Unit Power Requirements: 120V/11.5A
・Main Unit Plug: NEMA 5-15P

Product name	Net component size			Additional Power Supply	Plug Image
	W	D	H		
	inch	inch	inch		
imageRUNNER ADVANCE DX C5850i	24.41	28.43	36.89		
Cassette Feeding Unit-AQ1	24.41	25.98	9.88	None	
Staple Finisher-AB2	21.14	24.53	43.11	None	
Buffer Pass Unit-P2	-	-	-	None	
2/3 Hole Puncher Unit-A1	-	-	-	None	
Total	45.75	28.43	46.77		

imageRUNNER ADVANCE DX 6980i



Product Description

• Print/Copy Speed: up to 80 ppm (BW, Letter)
• Scan Speed: up to 270 ipm (300 dpi) (BW/Color, Duplex)
• Print up to 12" x 18"
• Includes two 1,560-Sheet Paper Drawers and two 570-sheet Paper Cassettes
• Standard security feature set, including McAfee Embedded Control
• Includes uniFLOW Online Express for cloud-based accounting and cost control per user/department

Space And Power Requirements

・Total Dimensions (W x D x H): 47.32" x 30.31" x 46.65"
・Total Installation Space (W x D x H): 68.70" x 53.27" x 46.65"
・Main Unit Power Requirements: 120V/16A
・Main Unit Plug: NEMA 5-20P

Product name	Net component size			Additional Power Supply	Plug Image
	W	D	H		
	inch	inch	inch		
imageRUNNER ADVANCE DX 6980i	26.38	30.31	46.65		
Staple Finisher-AC1	20.75	24.53	43.27	None	
2/3 Hole Puncher Unit-A1	-	-	-	None	
Total	47.32	30.31	46.65		

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **LIZ EHRENSTROM, HUMAN RESOURCE/RISK MANAGER**

RE: **CONSIDER AND APPROVE A JOB DESCRIPTION AND SALARY RANGE FOR AN APPRENTICE ELECTRICIAN**

DATE: **JUNE 18, 2024**

SUMMARY

The City Council will consider adopting a job description and salary range for an Apprentice Electrician.

DISCUSSION

Staff recommend adding the position of Apprentice Electrician to assist the Traffic Signal Technician/Electrician. As the city grows, more capacity is needed, and this position will provide the necessary depth to perform more complex projects that require a two-person team for safety and efficiency. Additionally, it will support the development of staff for career advancement. The position has been budgeted for the 24/25 budget. The salary range for this position is listed below. Staff is recommending approval of the job description and salary range for the Apprentice Electrician.

A	B	C	D	E	F	G	H
$46,704.58	$49,039.81	$51,491.80	$54,066.39	$56,769.71	$59,608.19	$62,588.60	$65,718.03

FISCAL IMPACT

Position is already budgeted.

RECOMMENDATION

Approve the attached job descriptions for the Apprentice Electrician and salary range.

ATTACHMENTS

Apprentice Electrician Job Description

APPRENTICE ELECTRICIAN

DEFINITION

An Apprentice Electrician will have the responsibilities assigned by the journeyman electrician to support and complete tasks under the Journeyman Electricians' supervision. Duties include installing, troubleshooting, repairing, and calibrations of electrical systems and equipment found in City buildings, streetlights, airport, and facilities. Under the supervision and direction of the journeyman electrician, must be able to perform a full range of skilled and/or complex tasks to ensure that electrically controlled and operated equipment and systems function properly.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Director of Public Works and specific supervision from the Traffic Signal Technician/Electrician.

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

Support, learn from, and assist a journeyman electrician and follow task directions.

Assist with the repair of equipment and electrical problems by identifying, analyzing, troubleshooting, and helping repair work involving municipal facilities, buildings, and street lighting systems.

Assist with preventive maintenance on street lighting, electrical systems & components, motors, and equipment, which includes the safe operation of an aerial bucket truck and large construction equipment.

Maintain accurate records of work performed, materials used, and associated costs.

Assist with repairs or replacements of defective or worn electrical parts, components, and controlling software in electrical systems and devices, electrical motors, generators, pumps, controllers, heating and air conditioners, lighting systems, and other fixtures and equipment.

Perform associated work including digging, trenching, occasional concrete finishing and removal, and lifting electrical equipment, conduit, and pipe.

Available to assist with emergency electrical repairs to traffic signals, street lighting, airport electrical, generators, parking garages and pumps, as required.

Repair knockdowns to traffic signal equipment including poles, signal heads, and hardware.

Make signal timing changes as directed and ensure that proper timing is restored after repairs have been made.

Install all or part of signalized intersections.

Investigate complaints and reports of signal malfunctions and perform adjustment or repair as required to solve the problem.

Repair, replace, or modify signal head components, microprocessors, relays, switches, fuses, and cabinet parts.

Assist with shop repairs of electronic components, small and large electrical appliances.

Assist with field and bench repairs to traffic control and street lighting equipment including, but not limited to, electronics, poles, luminaries, wiring signal heads, and all related hardware and software required to operate a traffic signal and street lighting division.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

General Knowledge of:

Methods, materials, tools, equipment, and procedures used in the installation, maintenance, repair, replacement, and alteration of electrical equipment and upgrades of traffic signal control devices.

Components and parts used in modern electrical wiring systems such as pumps, motors, controls, and lighting.

Basic principles and components found in electronic control and micro processing devices.

Electrical theory and traffic signal operation (Airport and street lighting).

Standard electronic test equipment.

Knowledge of backup generator and solar systems are desired.

Ability to:

Work independently and make sound decisions regarding work methods and tools.

Work safely both independently and as a crew member on high voltages up to 600 volts A.C.

Work safely near energized PG&E primary and secondary lines with voltages up to 4160 volts A.C.

Understand and interpret written and oral instructions.

Comprehend and make inferences from written material.

Prepare and maintain records, reports, and work estimates.

Communicate effectively with those contacted in the course of work.

Learn through oral instruction in an on the job setting.

Program, replace, maintain, and repair traffic signal control devices.

Use and care for tools and equipment used in programming, replacing, maintaining, and

repairing electronic and electrical devices.

Work in emergency and hazardous situations.

Draw or utilize maps or diagrams of intersections that illustrate direction of signals or equipment placement.

Safely change traffic signal light bulbs, replace traffic signal equipment, and adjust traffic signal heads.

Perform work at heights and in emergency and hazardous situations.

Education:
Graduation from high school or GED equivalent. Having or enrolled in state certified electrician apprenticeship programs is desired.

Experience:
Sufficient experience as an apprentice level electrician in a municipal, commercial, or industrial environment and installation, maintenance, repair, and upgrade of electrical and electronic traffic control devices to demonstrate possession of the knowledge and abilities listed above.

Or

Any combination of education and experience that would provide the required knowledge and abilities.

Additional Requirements:
Possess and maintain a valid California Class A commercial driver's license and a current medical examiner's certificate.

Possession of International Municipal Signal Association (IMSA) Level I certification in traffic signal maintenance will be required within one year of employment.

TYPICAL WORKING CONDITIONS
Incumbents in this classification are required to use common hand tools such as hammers, saws, and screw drivers; make precise arm-hand positioning movements when working with electrical hand tools, for example, when using a socket wrench on overhead luminaries; climb ladders or steps to reach objects; make continuous, repetitive arm-hand movements when working with screwdrivers or tightening or loosening lamps and photocells; coordinate movement of more than one limb simultaneously and make fine, highly controlled muscular movements while operating equipment used to set such items as street light poles; bend and stoop repeatedly or continually over time when working in electrical panels or picking up cones; work in a variety of weather conditions with exposure; observe or monitor such items as electrical meters and truck hydraulic lifts for compliance with safety standards; make skillful, controlled manipulations of small objects when connecting bolts on breakers to live panels or working with fuses; use arms above shoulder level when installing overhead conduit or fixtures; work in small, cramped areas when working in a bucket or with panels that are difficult to access; work while standing on extension ladders or lift trucks at heights greater than 25 feet, such as when servicing or repairing street lights; hear

alarms and other auditory warning devices such as vehicle back-up bells or electrical panel audible alarms; use stomach and lower back muscles to support the body when lifting heavy electrical equipment during installation, or when climbing in and out of the truck cab or bucket; walk over rough, uneven or rocky surfaces to access work sites in City parks; move electrical components or fixtures weighing up to 50 pounds short distances; discriminate among colors or match colors of electrical wires; communicate orally both face to face and using a telephone when receiving or communicating status of work assignments; and sit for extended periods of time with the ability to move about at will when working on ground level electrical facilities.

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

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND CITY COUNCIL**

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

RE: **FORECLOSURE OF 2050 GRAY STREET**

DATE: **JUNE 18, 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 2050 Gray Street, Oroville (APN 012-221-003).

DISCUSSION

Staff is requesting authorization from the Council to initiate foreclosure on the property located at 2050 Gray St. The property owner is deceased and does not have a beneficiary able to cure the city's loan.

The City is currently the 1st and only lienholder for 2050 Gray St. The amount to foreclose on this property and to pay delinquent property taxes would be approximately $5,000.

Address	Amount Due to Primary Lender	Amount of City Loan	Total Loans	Value Based on Comparable
2050 Gray St.	$0	$97,949.77	$97,949.77	$190,000

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 and delinquent property taxes from Fund 220 (HSG PRG) or Fund 225 (CITY RLF).

RECOMMENDATION

Adopt Resolution No. 9279 -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 2050 GRAY STREET, OROVILLE (APN 012-221-003)

ATTACHMENTS

Resolution 9279

CITY OF OROVILLE
RESOLUTION NO. 9279

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 2050 GRAY STREET OROVILLE (APN 012-221-003)

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 2050 Gray Street, Oroville CA, (APN 012-221-003) 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 18, 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: **2024/25 ADOPTED BUDGET**

DATE: **JUNE 18, 2024**

SUMMARY

The City Council will receive and consider approval of the fiscal year 2024/25 Budget.

DISCUSSION

The City Council is presented with a 2024/25 Budget, which reflects staff analysis and recommendations. The Budget, if adopted, 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 the City's expenditures continue 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, however are optimistic that the implementation of the compensation study will assist in making the City more competitive with competing jurisdictions. While the City budgets for every allotted position, staff continue to see budget savings as a result of 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 are proposing to get 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 recommended for this coming fiscal year.

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.

Addressing our aged fleet, staff have received input with regard to the aging City 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 budgeted for.

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

Approve the 2024-25 Annual Budget.

ATTACHMENTS

2024/25 Annual 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**

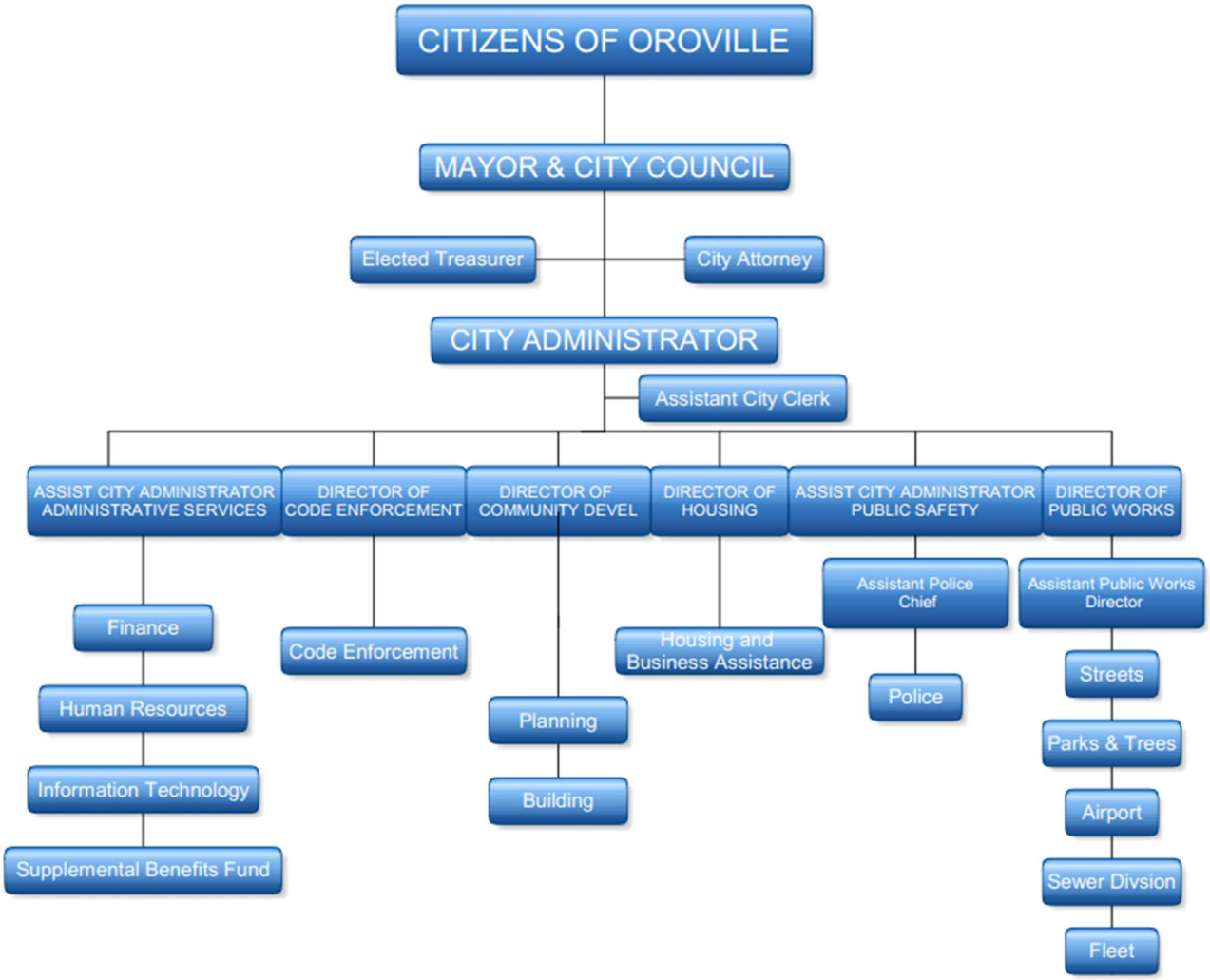
Police Chief, **Bill LaGrone**

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	24 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 ADOPTED
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 ADOPTED
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 ADOPTED
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 ADOPTED
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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 Adopted
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
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **PRESENTATION TO UPDATE COUNCIL ON THE MISSION ESPERANZA PALLET SHELTER PROJECT**

DATE: **JUNE 18, 2024**

SUMMARY

The Council will receive a presentation from Suzi Kochems, city consultant, regarding the Mission Esperanza Project.

DISCUSSION

Suzi Kochems, from SiLK Consulting, consultant to the City of Oroville, will present information regarding the Mission Esperanza Project. Mrs. Kochems will provide council with the status of the project, timeline and budget updates, as well as project successes and challenges to date

FISCAL IMPACT

None currently

RECOMMENDATION

Accept for information.

ATTACHMENTS

None

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **2024 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION**

DATE: **JUNE 18, 2024**

SUMMARY

The City Council will receive a presentation and provide direction to staff regarding the submittal of the 2024 Community Development Block Grant (CDBG) application.

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DISCUSSION

Funding for this Notice of this Funding Availability (NOFA) is available to the State from the United States Department of Housing and Urban Development (HUD), pursuant to the Housing and Community Development Act of 1974, as amended, and 24 Code of Federal Regulation (CFR) Part 570 Subpart I, "State Community Development Block Program." These regulations require the State to make funds available to the State's non-entitlement Units of General Local Government (UGLGs). UGLGs are defined by HUD as political subdivisions of the State, which in California are towns, cities, and counties. Only non-federally recognized tribes can receive funding through applications submitted by a non-entitlement UGLG.

Staff are anticipating that the Department of Housing and Community Development (HCD) will release the CDBG Program 2024 NOFA at the end of July 2024 with approximately $30 Million in federal funds under the following categories:

- (1) Over-the-Counter (OTC) Project + (1) OTC Program + (1) Competitive, or
- (1) OTC Project + (2) Competitive, or
- (1) OTC Program + (2) Competitive

Eligible Projects must meet one of the three national objectives:

1. Benefit to low or moderate income (LMI) persons,
2. Aid in the prevention or elimination of slums and blight,
3. Meet certain urgent community needs.

Total funding per jurisdiction is capped at $3.6M. Funding maximums per category are $3.3M for OTC Projects, $1.5M for OTC Programs and $300,000 for Competitive applications.

OTC Housing Projects are First-Come-First Serve for Multi-family Rehabilitation, Acquisition of real property for Multifamily projects, Public Improvements in Support of Housing (new streets, new curb, gutter and sidewalk, new sewer lateral). ($3.3M)
OTC Community Development Projects are First-Come-First Serve for Public Improvements not in support of housing or economic development, Purchase of Fire Truck/Engines and equipment, Public Facilities (Fire Station, Homeless Centers, Senior Centers), Sewer/Storm Drain Projects, Sidewalk Improvements, Street Improvements, Acquisition of Property. ($3.3M)
OTC Economic Development Projects are First-Come-First Serve for Commercial/Industrial Acquisition, construction, rehabilitation, or other improvements, Public Infrastructure in Support of For-Profit Business. ($3.3M)
OTC Programs are First-Come-First Serve for Single-family Rehabilitation loans, Homebuyer Assistance loans, Business Assistance loans, Microenterprise Assistance. ($1.5M)
Competitive Applications will be scored and ranked for Public Services or Planning and Technical Assistance. ($300,000)

FISCAL IMPACT

There is no impact to the General Fund.

RECOMMENDATION

Authorize the submission of one Over the Counter Application to purchase an Aerial Ladder Truck and a Type 1 Fire Engine ($3.1M) and the submission of two Competitive Planning and Technical Assistance applications ($264,486 total) for: Southside Village Core Master Plan and Drainage Plan and Street Acquisitions for Elgin and Fort Wayne streets; or

Provide other direction to staff.

ATTACHMENTS

Presentation

2024 Community Development Block Grant Notice of Funding Availability

PRESENTED BY AMY BERGSTRAND,
DIRECTOR OF BUSINESS ASSISTANCE
AND HOUSING DEVELOPMENT

JUNE 18,2024

Background

- The City of Oroville is a non-entitlement jurisdiction that does not received an annual federal formula allocation from U.S. Department of Housing and Urban Development (HUD). The City of Oroville applies for grant funding, as needed.
- The California Department of Housing and Community Development makes grants available to the local non-entitlement jurisdictions.

Background

- The purpose of the CDBG program is to provide decent housing, a suitable living environment, and to expand economic opportunities, primarily for low-and moderate-income persons(individuals, families, households).
- CDBG Objectives:
  - Benefit low-and moderate income (LMI) persons
  - Aid in the prevention and/or elimination of slums and blight
  - Meet a need having a particular urgency (to alleviate emergency conditions)

City of Oroville Income Limits

CDBG Definitions of Low and Moderate Income:

- Low income <50% of Area Median Income (AMI)
- Moderate income < 80% of AMI
- 2024 AMI for family of 4: $96,600

2024 Income Limits for Butte County (updated around May annually)

- Low Income (<50% AMI) (households of 4): **$45,350**
- Moderate Income(<80% AMI) (households of 4): **$72,500**

(US Department of Housing and Urban Development, 2024)

Funding Allocations

In accordance with HUD Regulations

- At least 51% of funds must be made available for activities providing housing for low-and moderate- income individuals, families, and households or by providing opportunities, including housing infrastructure.
- An amount equal to 30% is set aside for Economic Development Activities/
- Awards made for public services may not exceed 15% of the total amount of CDBG funds available statewide.
- A maximum of 17% locally and 20% statewide of funds can be allocated for program administration

Local Funding Allocations

- The 2024 NOFA is expected to be released in July with approximately $30 Million in Federal Funds in the following categories:
- 1 OTC Project + 1 OTC Program + 1 Competitive, **or**
- 1 OTC Project + 2 Competitive, **or**
- 1 OTC Program + 2 Competitive.

Local Funding Allocations

Each eligible jurisdictions can apply for up to $3.6M

- Over-the Counter Project-$3.3M Maximum
- Over-the-Counter Program-$1.5M Maximum
- Competitive Applications-$300,000 Maximum each (Public Service or Planning)

Community Development Block Grant

Jurisdiction must have a Housing Element in Compliance with State requirements

Projects must be “shovel ready”

- Independent Cost Estimate (ICE)
- NEPA Environmental Review complete
- Bid Ready Plans and Specs (Engineer Cert)
- Construction Timeline
- Certification from Engineer
- Certification form jurisdiction
- Map Highlighting Project Location

OTC Housing Projects

OTC projects are First-Come-First-Serve

- Multifamily Housing Rehabilitation with or without rehabilitation
- Acquisitions of Real Property for Multifamily projects
- Public Improvements in Support of Housing
  - New Streets
  - New Curbs, gutters, and sidewalks
  - New Sewer/laterals

OTC Community Development Projects

- Public Improvements (other than in support of housing or economic development)
- Purchase of Fire Trucks/Engines, fire equipment
- Public Facilities (Fire Station, Homeless Centers, Senior Center)
- Sewer /Storm Drain Projects
- Sidewalk Improvements
- Street Improvements
- Acquisition of Property

OTC Economic Development Projects

- Commercial/Industrial Building Acquisition, construction, rehabilitation, or other improvements
- Public Infrastructure in Support for Profit Business

OTC Programs

- Single-family Rehabilitation (loans)
- Homebuyer Assistance (loans)
- Business Assistance (loans)
- Microenterprise Assistance (for low-and moderate-income business owners that employs fewer than 5, small amount of capital)

Competitive Applications

Competitive applications are scored and ranked

- Public Services
  - Recreation/education programs
  - Youth Services
  - Job-training
  - Homeless Services
  - Domestic Violence Services
- Planning and Technical Assistance

Staff Recommendations

- Submit one (1) OTC application to Purchase Aerial Ladder Truck and Fire Engine. ($2,000,000 +1,100,000).
- Submit two (2) Competitive Planning and Technical Assistance Grants 1.Southside Village Core Master Plan 2. Drainage Plan & Street Acquisitions for Elgin and Fort Wayne Streets ($264,486 total)
- General Administration ($235,514)-7% of total jurisdictional ask
- Total Allocation Applied $3,600,000
- Submit a Program Income (PI) Only application to fund the Homeownership Assistance Program (cash on and future receipts up to $1,000,000)

Discussion and Questions

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **NOVEMBER 5, 2024 GENERAL MUNICIPAL ELECTION RESOLUTION RELATING TO ARTICLE XXXIV VOTER APPROVAL OF LOW AND VERY LOW INCOME HOUSING LOCATED AT 2131 FOGG AVENUE, IN OROVILLE CA**

DATE: **JUNE 18, 2024**

SUMMARY

The Housing Authority of the County of Butte has requested the City Council adopt resolutions necessary to call a special election and place ballot measures before the voters regarding Article XXXIV approval of a low and very low-income housing located at 2131 Fogg Avenue.

DISCUSSION

The City Council has been requested by the Housing Authority of the County of Butte, to pass a resolution to place a measure upon the ballot for voter approval of the proposed 18 units of low and very low-income housing, to be located at 2131 Fogg Avenue.

Article XXXIV, Section 1 of the California Constitution requires that any low-rent housing project, defined as exceeding 49% low and very low-income housing, may be developed, constructed, or acquired by any state public body, only after the qualified electors of the jurisdiction approve the project at an election held for that purpose.

The vote requirement for the measure to pass are a majority (50%+1) of the votes cast.

FISCAL IMPACT

No fiscal impact. Any costs incurred will be covered by the Housing Authority of the County of Butte

RECOMMENDATION

1. Adopt Resolution No .9281-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, ON A MEASURE FOR VOTER APPROVAL OF LOW AND VERY LOW-INCOME HOUSING LOCATED AT 2131 FOGG AVENUE, IN OROVILLE, CA BY THE ELECTORS OF THE CITY OF OROVILLE.

2. Adopt Resolution No. 9282-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.

ATTACHMENTS

Resolution No. 9281
Resolution No. 9282

City of Oroville

Resolution No 9281. ~~XXXX~~

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, ON A MEASURE FOR VOTER APPROVAL OF LOW AND VERY LOW-INCOME HOUSING LOCATED AT 2131 FOGG AVENUE, IN OROVILLE, CA BY THE ELECTORS OF THE CITY OF OROVILLE

WHEREAS, the City Council of the City of Oroville has been requested, by the Housing Authority of the County of Butte, to pass a resolution to place a measure upon the ballot for voter approval of the proposed 18 units of low and very low-income housing, to be located at 2131 Fogg Avenue; and

WHEREAS, Article XXXIV, Section 1 of the California Constitution requires that any low-rent housing project, defined as exceeding 49% low and very low- income housing, may be developed, constructed, or acquired by any state public body, only after the qualified electors of the jurisdiction approve of such project at an election held for that purpose; and,

WHEREAS, the City Council desires to submit the proposed project to the voters at the request of and on behalf of the Housing Authority 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 a ballot measure to the qualified electors of the City of Oroville for approval of 18 units of low-rent housing located at 2131 Fogg Avenue in the City of Oroville, CA.

2. **Measure to be Submitted to Voters**: The question to be submitted to the voters at the November 5, 2024 election shall be substantially in the following form:

2A. **MEASURE _____**

Shall the proposed low-income housing project, Fogg Avenue Apartments, located at 2131 Fogg Avenue within the City of Oroville, to be operated by the Housing Authority of the County of Butte including 18 low and very low-income units representing 100 percent of the facility be approved?	**YES** **NO**

3. **Vote Requirement**: That the vote requirement for the measure to pass are a majority (50%+1) of the votes cast.

4. **Description of Low- Income Housing Project**: The full description of the proposed project, shall be made available at the offices of the Housing Authority of the County of Butte and at the City Hall at the City of Oroville.
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 making any related documents and materials available 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 18th 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. 9282

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, as requested by the Housing Authority of the County of Butte, to pass a resolution to place a measure upon the ballot for voter approval of the proposed 18 units of low and very low-income housing, to be located at 2131 Fogg Avenue; 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 one measure to the voters of the City regarding voter approval of the proposed 18 units of low and very low income housing, to be located at 2131 Fogg Avenue, in the City of Oroville.
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. The City Council Further directs City staff to provide an invoice to the Housing Authority of the County of Butte inclusive of all costs associated with the conduct and provisioning of said election services.
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 18th 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: **AMENDED AND RESTATED LEGAL SERVICES AGREEMENT WITH COLE HUBER, LLP**

DATE: **JUNE 18, 2024**

SUMMARY

The City Council will consider an amended and restated legal services agreement with Cole Huber, LLP.

DISCUSSION

Cole Huber, LLP, currently provides City Attorney services to the City of Oroville, and has been since 2010. Cole Huber, LLP has proposed an Amended and Restated Agreement for City Attorney Services, which is substantially the same as the current agreement. The only change in the agreement is to the billing rate.

Currently, general legal services are billed at $200 per hour and litigation is billed at $225 per hour. The hourly fees are substantially below market rate for City Attorney and litigation services, which have been in place for three years. Rates are proposed to increase to $250 per hour for general legal services and $275 for litigation. Cole Huber LLP is grateful for the relationship with the City and would like for the relationship to continue. The Agreement has been independently reviewed and approved by outside counsel, Mark Habib, an attorney who represents the City on some specialized matters.

If approved, the Amendment to the Agreement would be effective upon approval. The agreement would allow for an annual review of the billing rate. The City of Oroville has the right to terminate the Agreement at any time without penalty.

FISCAL IMPACT

Funding is available in the proposed Fiscal Year 2024/25 budget.

RECOMMENDATION

Approve amended and restated contract with Cole Huber, LLP; and
Adopt Resolution No. 9280 - A RESOLUTION OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED AGREEMENT WITH COLE HUBER, LLP FOR CITY ATTORNEY LEGAL SERVICES – (Agreement No. 2004-7).

ATTACHMENTS

Amended and restated contract; A-2004-7
Resolution No. 9280.

A-2004-7

AMENDED AND RESTATED LEGAL SERVICES AGREEMENT BETWEEN CITY OF OROVILLE AND COLE HUBER LLP

THIS AGREEMENT for legal services is entered into by and between the City of Oroville (hereinafter referred to as "City") and Cole Huber LLP (hereinafter referred to as "Law Firm"), as of June 18, 2024 (the "Effective Date").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Law Firm shall provide to City the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. This Agreement shall begin on the Effective Date and shall continue unless the Agreement is otherwise terminated as provided for in Section 7.

1.2 Standard of Performance. Law Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Law Firm is engaged in the geographical area in which Law Firm practices its profession. Law Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Law Firm's profession.

1.3 Assignment of Personnel. Law Firm shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons for any reason other than a characteristic protected under state employment laws and the California Rules of Professional Conduct, Law Firm shall, immediately upon receiving notice from City of such desire, reassign such person or persons.

1.4 Time. Law Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Law Firm's obligations hereunder.

SECTION 2. COMPENSATION. City agrees to pay Law Firm in accordance with the Compensation Schedule provided in Exhibit B for services to be performed and reimbursable costs incurred under this Agreement. The rates and charges outlined in the Compensation Schedule shall be valid through at least June 30, 2025, and shall be reviewed annually. City shall pay Law Firm for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Law Firm for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to City in the manner specified herein. Except as specifically authorized by the City, Law Firm shall not bill City for duplicate services performed by more than one person.

Law Firm and City acknowledge and agree that compensation paid by City to Law Firm under this Agreement is based upon Law Firm's invoices only, and City has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Law Firm shall submit invoices not more often than once a month during the term of this Agreement (unless requested otherwise by City), based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the amount of any prior billings, the total due for the period being billed for, and any outstanding sums remaining unpaid; and
- The applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have thirty (30) days from receipt of an invoice to pay Law Firm.

2.3 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, and expenses not listed in Exhibit B are not chargeable to City.

2.4 Payment of Taxes. Law Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.5 Payment upon Termination. In the event that City or Law Firm terminates this Agreement pursuant to Section 7 of this Agreement, the City shall compensate the Law Firm for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Law Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.6 Authorization to Perform Services. Law Firm is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization (written or verbal) from City.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Law Firm shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Law Firm only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Law Firm's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall the City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Law Firm, at its own cost and expense, shall procure and maintain

professional malpractice insurance in the amount of not less than $2 million per occurrence throughout the term of this Agreement. Law Firm shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City, and that such insurance is in effect prior to commencing work under this Agreement. Law Firm shall maintain the insurance policy required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Variation. City may approve a variation in the insurance requirements upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the City's interests are otherwise fully protected.

4.2 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Law Firm shall provide written notice to City at Law Firm's earliest possible opportunity, and in no case later than five (5) days after Law Firm is notified of the change in coverage.

4.3 Remedies. In addition to any other remedies City may have if Law Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Law Firm's breach:

4.3.1. Order Law Firm to stop work under this Agreement or withhold any payment that becomes due to Law Firm hereunder, or both stop work and withhold any payment, until Law Firm demonstrates compliance with the requirements hereof; and/or

4.3.2 Terminate this Agreement.

SECTION 5. STATUS OF LAW FIRM.

5.1 Independent Contractor. At all times during the term of this Agreement, Law Firm shall be an independent contractor and shall not be an employee of the City. City shall have the right to control Law Firm only insofar as the results of Law Firm's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, City shall otherwise not have the right to control the means by which Law Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other city, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Law Firm and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City, and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

5.2 Law Firm Not Agent. Except as City may specify in writing or as provided by law, Law Firm shall have no authority, express or implied, to act on behalf of the City

in any capacity whatsoever as an agent. Law Firm shall have no authority, express or implied, pursuant to this Agreement to bind the City to any obligation whatsoever.

SECTION 6. LEGAL REQUIREMENTS.

6.1 Governing Law. The laws of the State of California shall govern this Agreement.

6.2 Compliance with Applicable Laws. Law Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

6.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Law Firm and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

6.4 Licenses and Permits. Law Firm represents and warrants to the City that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Law Firm represents and warrants to City that Law Firm and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals legally required to practice their respective professions. In addition to the foregoing, Law Firm and any subcontractors shall obtain and maintain during the term of this Agreement any required business licenses from City.

6.5 Nondiscrimination and Equal Opportunity. Law Firm shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Law Firm under this Agreement. Law Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Law Firm shall include the provisions of this subsection in any subcontract approved by the City.

SECTION 7. TERMINATION AND MODIFICATION.

7.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Law Firm. Such written notification must provide an effective date of cancellation.

Law Firm may cancel this Agreement upon sixty (60) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Law Firm shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Law Firm delivering to City copies of any or all

reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder. Originals of attorney work product shall remain the property of Law Firm.

7.2 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

7.3 Assignment. City and Law Firm recognize and agree that this Agreement contemplates personal performance by Law Firm and is based upon a determination of Law Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Law Firm. Law Firm may not assign this Agreement or any interest therein without the prior written approval of the City Administrator.

7.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Law Firm shall survive the termination of this Agreement.

7.5 Options Upon Breach by Law Firm. If Law Firm materially breaches any of the terms of this Agreement, City's remedies shall include but not be limited to the following:

7.5.1 Immediate termination of the Agreement;

7.5.2 Retention of the plans, reports, documents, and any other work product prepared by Law Firm pursuant to this Agreement; and/or

7.5.3 Retention of a different law firm to complete any work described in Exhibit A remaining unfinished by Law Firm.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Law Firm's Performance. Law Firm hereby agrees to deliver copies of all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Law Firm agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

8.2 Law Firm's Books and Records. Law Firm 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 or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years,

or for any longer period required by law, from the date of final payment to the Law Firm pursuant to this Agreement.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees (including reasonable costs and disbursements) in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of Butte.

9.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.6 Conflict of Interest. Law Firm may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Law Firm in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Law Firm's profession, unless such conflict may be waived by City and City chooses to waive such conflict in writing.

Law Firm shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code section 1090 *et seq.*

Law Firm hereby warrants that although it has previously performed, and is currently performing, legal services for the City as an independent contractor, it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Law Firm were an employee, agent, appointee, or official of the City in the previous 12 months, Law Firm warrants that it did not participate in any manner in the forming of this Agreement. Law Firm understands that, if this Agreement is made in violation of Government Code section 1090 *et seq.*, the entire Agreement is void and Law Firm will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Law Firm will be required to reimburse the City for any sums paid to the Law Firm. Law Firm understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

9.8 Solicitation. Law Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.9 Notices.

Any written notice to Law Firm shall be sent to:

Cole Huber LLP
Attn: Scott Huber
2281 Lava Ridge Court, Suite 300
Roseville, CA 95661

Any written notice to City shall be sent to:

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

9.10 Integration. This Agreement, including attachments, represents the entire and integrated agreement between City and Law Firm and supersedes all prior negotiations, representations, or agreements, either written or oral.

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

9.12 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

CITY

CITY OF OROVILLE

By: _____
David Pittman, Mayor

LAW FIRM

COLE HUBER LLP

By_____
Derek Cole, Managing Partner

APPROVED AS TO FORM:

By_____
Mark Habib, Special Counsel

EXHIBIT A – SCOPE OF WORK

The following services shall be provided under this Agreement:

CITY ATTORNEY SERVICES

Law Firm shall provide all general counsel services customarily provided to public agencies such as the City, which include the following:

Advise the City Council, Commissions, other City officials, and staff on legal matters pertaining to municipal government, including the Brown Act and parliamentary procedures for running meetings;

Attend all City Council and other meetings as requested by the City Council and City Administrator;

Provide legal advice, consultations and opinions to the City Council, City Administrator, and staff;

Prepare and/or review all ordinances, resolutions, municipal contracts, and other contracts and agreements entered into by the City;

Alert the City in a timely manner on new State or Federal legislation or judicial decisions that may impact the City and propose appropriate action(s) to assure compliance;

Inform the City Council and recommend changes to City ordinances and policies as needed;

Research and submit legal opinions on municipal or other legal matters as requested by the City Council or City Administrator;

Review memorandums of understanding and provide guidance on personnel matters, labor relations and policies and procedures affecting employees, including employee discipline or procedures to assure compliance;

Provide legal work pertaining to land use issues including, but not limited to, property acquisitions, property disposals, public improvements, easements, dedications, the California Environmental Quality Act and public utilities;

Enforce City codes, zoning regulations, and building standards through administrative and judicial actions;

Initiate and prosecute any necessary criminal actions required to enforce municipal ordinances;

Review documents, policies, and forms to ensure compliance with current laws;

Coordinate and monitor the work and cost of special legal counsel;

Promptly respond to calls, e-mails, and correspondence from the City Council, City Officials and staff; and

Perform other non-litigation or non-specialized legal duties as requested by the City Council or City Administrator.

LITIGATION SERVICES

Upon authorization by the City, Law Firm shall represent the City in any judicial action or any administrative proceeding. Representation of the City shall include:

Preparation for and attendance at court hearings (except for hearings relating to work performed on behalf of the City to prosecute code violations and perform enforcement code functions);

Drafting of pleadings, motions, memoranda, court forms, and other litigation documents;

Research and analysis of claims, defenses, and remedies;

Drafting and responding to discovery;

Coordinating, reviewing, and summarizing discovery and document productions;

Preparing for, attending and summarizing depositions, including witness preparation and preparation of post-deposition summaries or reports;

Preparation of administrative records;

Meetings with client representatives, opposing counsel, and others concerning the litigation;

Trial and trial preparation; and

Other tasks as may be necessary to the successful completion of the litigation.

EXHIBIT B

COMPENSATION SCHEDULE AND REIMBURSABLE EXPENSES

CITY ATTORNEY SERVICES: RATES	
Attorneys (Blended):	$250.00/hour
Paralegals/Law Clerks:	$145.00/hour

Any land use, environmental, or other work that the City is being reimbursed for by a third-party shall not be subject to the retainer and will be invoiced to the City at the Firm's market rates set by Law Firm. Such work will be tracked on a per-project basis and the City shall only be responsible for payment of funds reimbursed to the City by the third-party.

Labor and personnel issues will be billed at the City Attorney Services rates, including: reviewing memorandums of understanding, labor relations and policies and procedures affecting employees, including employee discipline or procedures to assure compliance.

Litigation Services shall be provided at the following rates:

LITIGATION SERVICES: RATES	
Attorneys (Blended):	$275.00/hour
Paralegals/Law Clerks:	$145.00/hour

Costs shall be paid as follows:

COSTS	
Duplication/reproduction fees (50 pages or more)	Actual cost if performed by outside service; $0.15 if performed in-house
Vehicle travel originating from Firm's Roseville office (Litigation Only)	Applicable IRS rate per mile x number of miles
Extraordinary postage or overnight delivery costs	Actual Cost

Costs incurred in the course of investigation, research, negotiation or litigation will also be invoiced monthly. The following list of charges is included by way of example:

Parking and toll fees	Actual Cost
Extraordinary postage or overnight delivery costs	Actual Cost
Court filing fees	Actual Cost
Attorney services (includes service of process fees, arbitrators, and mediators)	Actual Cost

Messenger services	Actual Cost
Witness fees	Actual Cost
Expert fees	Actual Cost
Westlaw research	Prorated so the City would pay its proportionate share
Accurint or other database research fees	Actual Cost
Data conversion costs and forensic IT work	Actual Costs
FedEx, OnTrac Overnight, or other one-day delivery services	Actual Cost
Duplication/reproduction fees (50 pages or more)	Actual cost if performed by outside service; $.15/copy if in-house
Any other expense not listed above that becomes necessary for the successful resolution of a client matter	Actual Cost

CITY OF OROVILLE
RESOLUTION NO. 9280

A RESOLUTION OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED AGREEMENT WITH COLE HUBER, LLP FOR CITY ATTORNEY LEGAL SERVICES – (Agreement No. 2004-7).

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

1. The Mayor is authorized and directed to sign and execute an amended and restated agreement with Cole Huber, LLP for City Attorney legal services.

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 18, 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

RESOLUTION NO. 16-23/24 (May 15, 2024, Regular Meeting)
A RESOLUTION OF THE GOVERNING BOARD OF THE OROVILLE UNION HIGH SCHOOL DISTRICT INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY GOVERNMENT CODE SECTION 65995 (b) 3

WHEREAS, Statute AB 2926 (Chapter 887/Statutes of 1986) authorizes the governing board of any school district to levy a fee, charge, dedication or other form of requirement against any development project for the reconstruction of school facilities; and,

WHEREAS, Government Code Section 65995 establishes a maximum amount of fee that may be charged against such development projects and authorizes the maximum amount set forth in said section to be adjusted for inflation every two years as set forth in the state-wide cost index for Class B construction as determined by the State Allocation Board at its January meeting; and,

WHEREAS, at its January 24, 2024, meeting, the State Allocation Board approved the maximum fee authorized by Education Code Section 17620 to $5.17 per square foot of residential construction described in Government Code Section 65995(b)(1) and $0.84 per square foot against commercial/industrial construction described in Government Code Section 65995(b)(2); and,

WHEREAS, The Oroville Union High School District shares developer fees with the Feeder Districts. The Feeder Districts collect 60 percent of the Level I Fee and the Oroville Union High School District collects 40 percent of the Level I Fee.

WHEREAS, if the Feeder Districts choose to collect no fees or less than their share of $5.17, the Oroville Union High School District may collect their portion of the fee up to $5.17. Fees collected between the two districts may not exceed the Level I statutory fee of $5.17.

WHEREAS, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of $2.07 (40 percent of $5.17) per square foot as authorized by Education Code Section 17620; and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on commercial/industrial development projects in the amount of $0.34 (40 percent of $0.84) per square foot as described in Government Code Section 65995(b)(2). The mini-storage category of commercial/industrial justification has less impact than the statutory $0.84 per square foot commercial/industrial justification and should be collected at the justified rate of $0.03 per square foot.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Oroville Union High School District as follows:

1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled May 15, 2024, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66016, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Developer Fee Implementation Study dated April 4, 2024 (hereinafter referred to as the "Plan") and which formed the basis for the action taken pursuant to this Resolution.

2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:

   A. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for reconstruction of school facilities.

   B. Without reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;

   C. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;

   D. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the reconstruction of school facilities as identified in the Plan;

   E. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;

   F. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for reconstructed school facilities created by the types of development projects on which the fees are imposed;

   G. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;

   H. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for reconstructed school facilities caused by the development;

   I. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a reconstruction schedule and/or to reimburse the District for expenditures previously made.

3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fee to the amount of $2.07 (40 percent of $5.17) per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and to the amount of $0.34 (40 percent of $0.84) per square foot for new commercial or industrial construction. The mini-storage category of commercial/industrial justification has less impact than the statutory $0.84 per square foot commercial/industrial justification and should be collected at the justified rate of $0.00 per square foot.

4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:

   A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.

B. Any development project for which a final map was approved, and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication or other form of requirement in existence on that date and applicable to the project.

C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.

5. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.

6. Implementation. For residential and commercial/industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.

7. California Environmental Quality Act. The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).

8. Commencement Date. The effective date of this Resolution shall be July 14, 2024, which is 60 days following its adoption by the Board.

9. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of Butte County and to the Planning Commission and City Council of the City of Oroville.

10. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the Governing Board of the Oroville Union High School District this 15th day of May, 2024, by the following vote:

AYES: 5

NOES: Ø

ABSENT: Ø

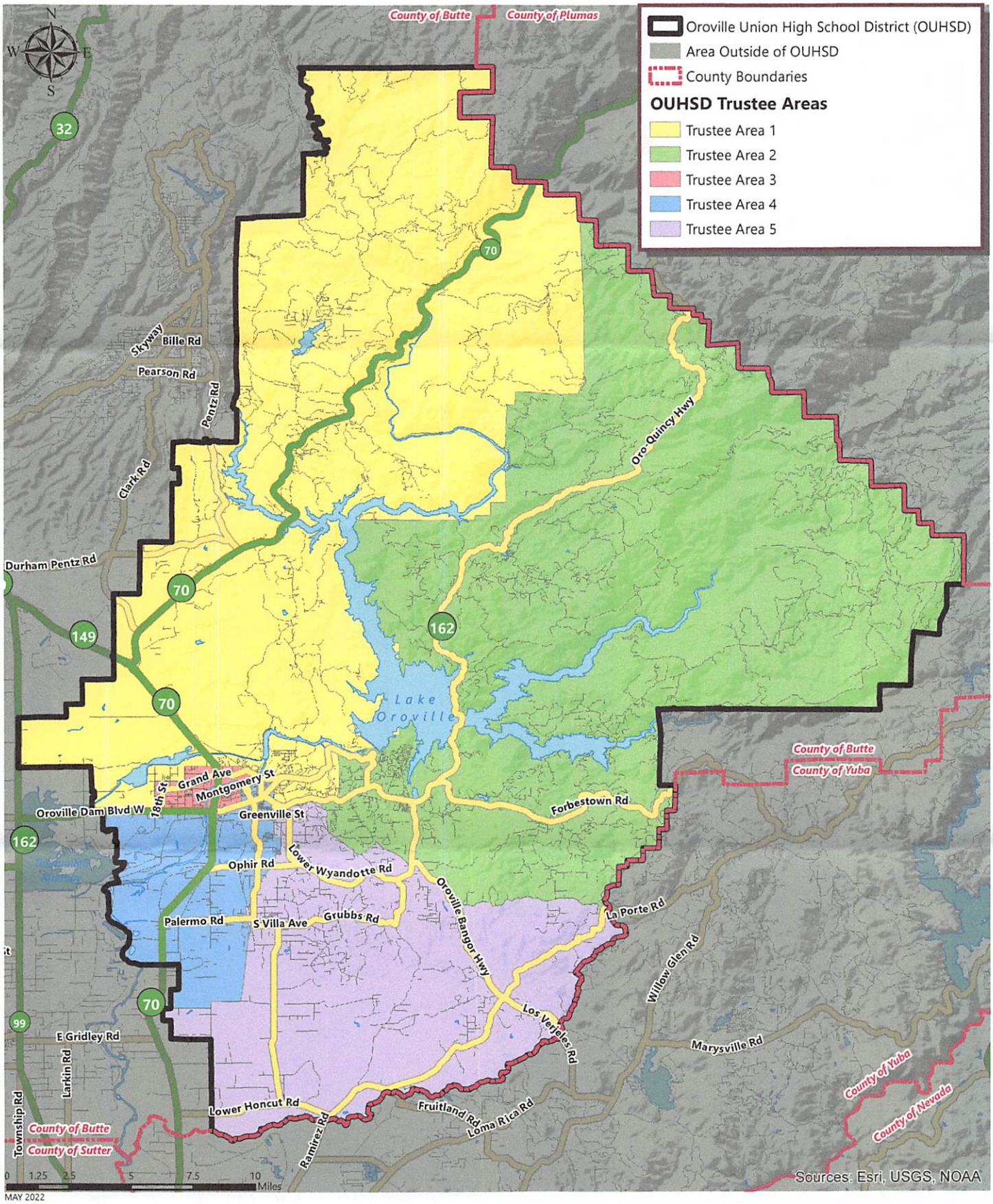
ABSTAIN: Ø

President, Governing Board
Oroville Union High School District

ATTEST:

Secretary, Governing Board
Oroville Union High School District

OROVILLE UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION TRUSTEE AREAS



COOPERATIVE STRATEGIES
ASSESS · PLAN · FUND · BUILD

RECEIVED
MAY 24 2024
By

Pioneer Union Elementary
School District

Patsy Oxford
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Berry Creek Elementary

Board of Education
Will Cotter
Tenisha Ferguson
Melvin Hillier
Reed Rankin
Peggy Parker

An Equal Opportunity Employer

May 21, 2024

Re: Thirty-Day Notice of Proposal to Implement Developer Fees

To Whom It May Concern:

A public hearing will be held by the Governing Board of the Pioneer Union Elementary School District at its regular meeting on Wednesday, June 12, 2024, in which the Board will consider a resolution implementing school facilities fees in accordance with Education Code Section 17620. The meeting will be held at 5:00 p.m. in the Library of the District Offices, located at 7549 Oro Bangor Hwy, Bangor, California.

Further information on the costs of school services and facilities and on other available revenue, including the general fund, will be available at the District office and on our District website at www.puesd.org as of July 13, 2022.

If you have any questions regarding the above, please feel free to contact me.

Nicole Cardwell
Executive Assistant

RECEIVED
MAY 21 2025
BY

PALERMO UNION ELEMENTARY SCHOOL DISTRICT

Palermo
UNION ELEMENTARY SCHOOL DISTRICT
"Building the Foundation for Success"

DEVELOPER FEE

JUSTIFICATION DOCUMENT

FOR RESIDENTIAL, COMMERCIAL

AND INDUSTRIAL DEVELOPMENT

PROJECTS – LEVEL 1

TOTAL SCHOOL SOLUTIONS

4751 MANGELS BOULEVARD

FAIRFIELD, CA 94534

February 2024

PALERMO UNION ELEMENTARY SCHOOL DISTRICT

Board of Trustees

February 2024

Debbie Hoffman, *President*

Cody Nissen, *Vice President*

Justin Younger, *Clerk*

Kimberly Tyler, *Member*

Mark Mcclarren, *Member*

ADMINISTRATION

Andoe-Nolind, Kathleen, *Superintendent*

Anaya, Ruthie, *Asst. Superintendent - Business Services*

Carlos Aguilar, *Director of Maintenance & Operations*

District Information

7390 Bulldog Way, Palermo, CA 95968

https://www.palermoschools.org | (805) 474-3000

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FOREWORD

This "Developer Fee Justification Document" has been prepared to support the levying of Level 1 developer fees for the Palermo Union Elementary School District ("District" or "District"). It incorporates recent data, such as changes made to California law and State Allocation Board (SAB) regulations, residential development data, SAB construction grant allowances per student for School Facilities Program (SFP) projects and inflationary increases in construction costs.

Government Code Section 65995 stipulates that the maximum fees that can be imposed on a development be adjusted biannually in even numbered years by the change in the Class B Construction Cost Index (CCI), as determined by the SAB at its January meeting. According to California's Department of General Services' *Office of Public School Construction* website (https://www.dgs.ca.gov/OPSC/Resources/Page-Content/Office-of-Public-School-Construction-Resources-List-Folder/Annual-Adjustment-to-SFP-Grants-and-Developer-Fee-History), on January 24, 2024, the SAB increased Level 1 fees to $\$5.17/ft^2$ on residential construction and to $\$0.84/ft^2$ on commercial/industrial construction based on an 7.84% inflationary factor reported in the RS Means Construction Cost Index.

The State School Facility Program (SFP) grant allowances are adjusted annually in accordance with SFP regulations which require the SAB to adjust new construction and modernization grants to reflect cost changes in the Class B Construction Cost Index as determined by the SAB in January of each year. On January 27, 2023, the SAB adjusted the SFP grants to reflect a 9.30% increase during the period January 1, 2023, through December 31, 2023 using the RS Means Class B Construction Cost Index (See *Annual Adjustment for Tentative Map Extension* table on the GES website mentioned above for more information).

Total School Solutions

Total School Solutions
February 2024

EXECUTIVE SUMMARY

This 2024 Developer Fee Justification Study was prepared for the Palermo Union Elementary School District (District) and demonstrates the District is justified in charging the maximum allowable Level I developer fees as well as the maximum allowable commercial and industrial fees due to the impact from residential and commercial/industrial development.

On January 24, 2024, the State Allocation Board (SAB) increased the allowable fee a District may charge to $5.17/ft2 for residential construction and $0.84/ft2 for most commercial and industrial development. This change increases the maximum allowable rate by $.38/ft2 for residential construction and $.06/ft2 for most commercial/industrial construction.

The District currently levies residential developer fees on the amount of $2.874/sf (60% of $4.79/sf) and is justified to collect a fee of $3.102(60% of $5.17/sf), based on a 60/40 split with the Oroville Union High School District, on residential development as authorized by Government Code Section 65995 (Level 1 fees).

The District is also justified to collect a fee of $0.504/sf (60% of $0.84) on all categories of commercial/industrial development (except rental self-storage). Fees for new rental self-storage should be established on an individual case-by-case basis.

The following table shows the previous fee amount, the new fee amount, and the increase.

2024 Change in Developer Fee Rate

Category	Previous	New	Change
Residential	$4.79	$5.17	$0.38
Commercial	$0.78	$0.84	$0.06

District's Net Impact (60% Share)

Category	Previous	New	Change
Residential	$2.874	$3.102	$0.228
Commercial	$0.468	$.504	$0.036

The total projected housing units to be built within District boundaries over the next 8 years is 655, and based on local generation factors, should generate approximately 251 students. The estimated fees generated by this construction is $2,279,970, which is insufficient to pay for the impact the increased number of students has on facilities and therefore the increased rates for both residential and commercial construction are justified.

PURPOSE AND SCOPE

This report analyzes the cost of providing school facilities for students generated by future residential and commercial/industrial development projects in the Palermo Union Elementary School District ("District"). Total School Solutions has been retained by the District to conduct the analysis and prepare this report.

Level 1 fees are adjusted every two years according to the inflation rate for Class B construction as determined by the State Allocation Board (SAB)[1]. Government Code Section 66001 requires that a reasonable relationship exists between the amount and use of the fees and the development on which the fees are to be charged. The purpose of this report is to show that the District meets pertinent requirements of state law regarding the collection of developer fees.

State law gives school districts the authority to charge fees on new residential and commercial/industrial developments if those developments generate additional students and cause a need for school facilities. Government Code Section 65995 authorizes school districts to collect Level 1 fees on future development of no more than $\$5.17/ft^2$ for residential construction and $\$0.84/ft^2$ for commercial/industrial construction.

To collect these fees, a district must demonstrate and document a reasonable relationship exists between the need for construction or reconstruction of school facilities and the residential and commercia development. Three basic required connections or nexuses between the need for the construction and reconstruction and the commercial and industrial development included in this report are:

1. **Burden Nexus:** This report identifies the number of students projected to be generated by residential, industrial and commercial development and the facility cost impact of these students.

2. **Cost Nexus:** This report identifies the cost of providing school facilities for students generated by future residential and commercial/industrial development and that this cost exceeds the expected revenues generated from this development.

3. **Benefit Nexus:** This report shows the students generated by this development will benefit by the construction or reconstruction of school facilities in the Palermo Union Elementary School District.

NEW ENROLLMENT CAUSED BY DEVELOPMENT

Palermo Union Elementary School District Enrollment

Located in Butte County, Palermo Union Elementary School District (PUESD) serves the region south of Oroville. Approximately 1186 students attend PUESD which consists of the following schools:

Schools	Grades	Enrollment 2022-2023[2]
Golden Hills Elementary School	4-5	246
Helen M. Wilcox Elementary School	K-3	516
Honcut Elementary School	K-3	17
Palermo Middle School	6-8	404
Total	***K-8***	***1,183***

New Residential Development

To estimate future residential development in the District, this report utilized the Butte County Housing Element Plan 2022-30. The only major development proposed in the District is the Rio D' Oro Specific Plan, which is located south of Oroville and west of Palermo. The Specific Plan was adopted in 2015 and encompasses 689 acres of which 413 acres are planned for development, with up to 2,700 residential units proposed. According to the Housing element report, phase 4 of the plan can be built anytime and could be completed within the planning period. Phase 4 consists of about 655 high density multi-family residential units to be built in the next 8 years. It is estimated that the high-density units will average 1200sf/unit while very high density units will average 900 sf/unit.

Rio D'Oro Specific Plan 2022-30 Units

Type	Area (Acres)	Units	Area Built (Sq ft)
High Density	26.8	485	582,000
Very High Density	6.3	170	153,000
Total	**33.1**	**655**	**735,000**

Student Generation Factor

In assessing the impact of new developments, the district must accurately gauge the student influx resulting from these projects. To make his estimate, a student generation factor (SGF), which is based on local historical data, is utilized. This factor is applied to the quantity of estimated new housing units, and provides a reasonable approximation to the impact of this residential development on enrollment.

While the State-wide factor mandated by the Office of Public-School Construction stands at 0.4 and 0.1 for grades K-6 and 7-8 respectively, our study adopts local factors to determine the new students generated from residential development, which will result in a more accurate

projection. The SGF is determined by comparing the number of housing units within the school district to the student enrollment recorded in the 2022 Census.

Palermo Union Elementary School District
Student Generation Factor

Grades	SGF
K-5	0.252
6-8	0.131
Total	**0.383**

New Residential Development Impacts

Based on the student generation factor and 655 new housing units annually, It is estimated that 251 new students from this residential construction will be generated:

Students Generated From Residential Development

Grades	SGF	District New Students
K-5	0.252	165
6-8	0.131	86
Total	**0.383**	**251**

Impact on Total Enrollment Due to Development

Using the projected 8-year increase in student enrollment calculated above, and based on the District 2022-23 enrollment, the 2030-31 enrollment was estimated as given below and compared with the capacity for each grade level.

Grades	District 2022-23 Enrollment	Projected Students due to Development	District 2030-31 Enrollment
K-5	779	165	944
6-8	404	86	490
Total	**1,183**	**251**	**1,434**

The District's enrollment is projected to increase by 251 students due to residential development and increase to 1,434 students using the 2022-23 enrollment.

Facility Capacity

The impact of development will bring an estimated 251 students to the District over an 8-year period. It is therefore important to analyze the capacity of the existing facilities and compare this capacity to the projected enrollment. The District's capacity is calculated using the State classroom loading standards which are listed below.

Classroom Loading Standards

Grade Level	Students per Classroom
TK-Kindergarten	25
1st—3rd Grade	25
4th - 6th Grade	25
7th -8th Grade	27
Non-Severe Special Education	13

These loading standards are established by the state and used when the District submits and application for funding to the State Facility Program. The above table does not include non-severe special education, which is limited to 13 students per classroom. Since as explained below, this report utilizes an 85% maximum capacity, it is assumed that special education programs that require a smaller loading standard are contained in the 15% that is not being counted towards capacity.

Existing Facility Capacity

The capacity of each site and the District is determined by counting the number of teaching stations at each site and multiplying that number by the loading standard for the grade levels being served. Since portable classrooms are temporary classrooms and not considered a long-term solution for student housing, portable classrooms were excluded from the District capacity for the purpose of this study. Also, since there are other non-classroom programs in a school that require classroom usage, schools cannot load to 100% of capacity and offer a variety of educational programs required in today's schools. A reasonable percentage to load schools is 75% to 85% of capacity, and therefore 85% of capacity is shown below.

Grade Level	Classrooms*	Portables	Non-Portable	Loading Standard	Total Capacity	85% Capacity
K-5	51	19	32	25	800	680
6-8	27	09	18	27	486	413

***District July 2023 Facility Planning Assessment Report available on District website**

The district is currently exceeding the 85% capacity at K-5 Grade level by 99 students and is near capacity at grades 6-8.

District Projected Unhoused Students

Based on the District's capacity calculated above, and the estimated 2030-31 enrollment, the number of unhoused students was estimated as follows:

Grades	District Capacity	District 2032-33 Enrollment	Unhoused Students
K-5	680	944	-264
6-8	413	490	-77
Total	***1093***	**1434**	***-341***

Although the District is projected to have 341 unhoused K-8 students when portables are not included in the classroom count, residential development is only projected to account for 242 of that number, therefore the cost impact of the 165 elementary school students and 77 middle school students (242 total) will be used to determine the required new construction cost caused by future development.

Development Fiscal Impact on Schools

The District's facilities need and associated costs consider two categories, as follows:

1. School Construction
2. Modernization and Reconstruction

Construction Costs

The state SFP New Construction grant amounts for grades K-6, 7-8, 9-12, SDC-Non-Severe and SDC-Severe, were adjusted by the State Allocation Board on January 25, 2023. The updated grant amounts, including grants for automatic fire detection/alarm and sprinkler systems, are as follows:

New Construction Grants

Grades	Base Grant	Fire Detection/ Alarm	Sprinklers	Grant per Student
K-6	$15,983	$19	$268	$16,270
7-8	$16,904	$25	$319	$17,248
9-12	$21,509	$43	$331	$21,883
SDC-Non-Severe	$30,036	$57	$567	$30,660
SDC- Severe	$44,911	$80	$846	$45,837

It is assumed with these grants that the cost is split between the District and the state, therefore the grant amount represents only 50% of the construction cost, which in actuality may be less than the cost the District will pay for construction.

Unhoused Student Costs

From the projection of unhoused students provided in the previous section, the number of unhoused students resulting from new construction is 242. These are both elementary and middle school students. The cost to provide school facilities for these 242 future unhoused students from projected residential housing developments based on the state SFP Construction grant amount is demonstrated in the following table:

Grades	Future Unhoused Students	Total Cost Based on OPSC Construction Grant
K-6	165	$5,396,100
7-8	77	$2,656,192
Total	**242**	**$8,052,292**

Thee above table demonstrates the cost impact of new development on facility construction.

Modernization and Construction Needs

In addition to new construction, it is necessary for the District to modernize existing facilities to maintain the same level of service to the students who are generated by new development. This report considers the modernization costs of the District and attributes the appropriate percentage of these costs to the students generated by new development.

In the past, the District received new construction and modernization funding its schools. Typically this funding. Although the state has had different programs over the years with different funding percentages, the most common state grants provided to district are 50% for new construction and 60% for modernization.

According to the District's July 2023 Facility Planning Assessment Update, the District has identified $13,934,481 in modernization needs and $39,191,744 in future construction needs which includes replacing portables with permanent classrooms. Cafeteria, gymnasium etc which total $53,126,225 in future needs. Because the State Allocation Board's SFP modernization program that normally provides funding for the modernization of school facilities on a 60/40 basis currently has limited funds, to ensure the modernization of school facilities for future unhoused students, the District may need local funds to cover the entire cost of modernization until state funding becomes available. There is also no guarantee for state fundings since the funding is dependent upon the passage of a state bond for this purpose every few years. If the District can receive the state grant amount, the 40% match from the District for modernization is $5,573,792 for modernization and full grant amount for new construction is $19,595,872 based on the Facility Planning Assessment Update; Since not all sites may qualify for modernization or new construction grants, state grant amounts will not likely be provided to the District in the full amount.

The below table summarizes the estimated unfunded construction amount assuming the District receives full funding from OPSC, which is unlikely.

Modernization and Construction Cost Summary

Unfunded Construction Cost Summary	Cost
New School Construction	$5,537,792
Modernization/Renovation	$19,595,872
Leases	0
Total Cost	**$25,133,664**

Projected Revenue Vs. the Cost of Providing School Facilities

While residential development is not responsible for all the unmet facility needs of the District, imposing a Level 1 developer fee is justified to provide funds to partially help finance the facilities modernization projects.

As shown in Section I of this report, an estimated 655 units is projected to be constructed annually which equates to 735,000 square feet of new construction build over a 8-year period. This construction will be subject to a Level 1 developer fee over the next ten years and, at $3.102 (60% of $5.17/sf), will result in revenues of $2,279,970. To raise the needed $8,052,292 that is due to construction and modernization expenses due to new development, a fee of $10.96 per square foot would need to be levied in order to generate this amount. Based on this calculation, the needed fee per square foot far exceeds the SAB maximum of $3.102/sf, and a fee of $3.102/sf is therefore justified.

	Total Cost	Total Sq. Ft.	Developer Fee/Sq. Ft.
Fee = Cost/Sq. Ft.	$8,052,292	735,000	$10.96

NEW COMMERCIAL/INDUSTRIAL DEVELOPMENT

Commercial/industrial development will attract additional workers to the District, and, because some of those workers will have school-age children, this development will generate additional students in the District. As shown in Section I, adequate school facilities do not exist for these students. New commercial/industrial development, therefore, creates a fiscal impact on the District by generating a need for new school facilities.

This report multiplies the following five factors together to calculate the school facility cost incurred by the District per square foot of new commercial/industrial development:

1. Employees per square foot of new commercial/industrial development
2. Percent of District employees that live in the District
3. Houses per employee
4. Students per house
5. School facility cost per student

The report calculates each of these factors in the next sections.

1. Employees per Square Foot of Development

Education Code Section 17621 (e)(1)(B) states that "to determine the impact of the increased number of employees anticipated to result from the commercial or industrial development… shall be based upon the January 1990 edition of the San Diego Traffic Generators, a report of the San Diego Association of Governments." (SANDAG)

Employees Per Square Foot of Commercial/Industrial Development, by Category[4]

Commercial/Industrial Category	Avg Ft²/ Employee	Employees/ Avg Ft²
Banks	354	0.00283
Community Shopping Centers	652	0.00153
Neighborhood Shopping Centers	369	0.00271
Industrial Business Parks	284	0.00352
Industrial Parks	742	0.00135
Rental Self-Storage	17,096	0.00006
Scientific Research and Development (R&D)	329	0.00304
Lodging	882	0.00113
Standard Commercial Office	208	0.00480
Large High Rise Commercial Office	232	0.00432
Corporate Offices	372	0.00269
Medical Offices	234	0.00427

[4]*Source*: SANDAG Traffic Generators Report, January 1990

2. Percentage of Employees Residing Within the District

According to the 2018-2022 American Community Survey 5-Year Estimates for the District, approximately 34% of people working in the District also live in the District.

3. Number of Households per Employee

According to the 2018-2022 American Community Survey 5-Year Estimates for the District, there are 2993 employees and 3,094 homes in the district. This represents 0.967 employees per home and 1.034 households per employee.

4. Number of Students per Dwelling Unit

There were 1,183 K-8 students attending the district in 2022. This represents a ratio of 0.395 students per employee and 0.382 students per household.

5. School Facility Cost per Student

It is estimated that the school facility cost per K-8 student is $32,975. This amount represents the weighted K-8 average of the OPSC construction grant for both the District and state amount.

6. School Facility Cost per Square Foot of Commercial/Industrial Development

The following table calculates the school facility cost generated by a square foot of new commercial/industrial development for each of the categories of commercial/industrial projects listed in Section A.. School facility costs for development projects not included on this list may be estimated by using the closest employee-per-square foot ratio available for the proposed development or by following the district's administrative procedures for appeals of school facility fee imposition.

Facility Cost Per Square Foot of Commercial/Industrial Development, by Category

Category	Employees per Ft^2	% Employees Residing in District	Dwelling Units per Employee	K-12 Students/ Dwelling Unit	Cost per K-12 Student	Cost/Ft^2
Banks	0.00283	0.34	1.034	0.382	$32,975	$12.54
Community Shopping Centers	0.00153	0.34	1.034	0.382	$32,975	$6.78
Neighborhood Shopping Centers	0.00271	0.34	1.034	0.382	$32,975	$12.01
Industrial Business Parks	0.00352	0.34	1.034	0.382	$32,975	$15.60
Industrial Parks	0.00135	0.34	1.034	0.382	$32,975	$5.98
Rental Self Storage	0.00006	0.34	1.034	0.382	$32,975	$0.27
Scientific Research & Development	0.00304	0.34	1.034	0.382	$32,975	$13.47
Lodging	0.00113	0.34	1.034	0.382	$32,975	$5.01
Standard Com. Office	0.0048	0.34	1.034	0.382	$32,975	$21.27

Large High Rise Com. Office	0.00432	0.34	1.034	0.382	$32,975	$19.14
Corporate Offices	0.00269	0.34	1.034	0.382	$32,975	$11.92
Medical Offices	0.00427	0.34	1.034	0.382	$32,975	$18.92

Since the cost of providing facilities students generated by commercial and industrial development exceeds the revenue these developments will produce, the fee is justified.

FINDINGS

This section shows that the District meets the requirements of Government Code Section 66001 regarding the collection of developer fees and summarizes other potential funding sources for the District's capital projects.

1. Government Code Section 66001(a)(1) – Purpose of the Fee

The purpose of collecting fees on residential and commercial/industrial development is to acquire funds to construct or reconstruct school facilities for the students generated by new residential and commercial/industrial developments.

2. Government Code Section 66001(a)(2) – Use of the Fee

The District's use of the fee will involve constructing new school facilities and modernizing existing facilities. In addition, the fee may be used to construct additional facilities on existing school campuses and/or reconstructing school campuses. The District may also need to purchase or lease portable classrooms to use for interim housing while permanent facilities are being constructed. The District may also use the fee to pay for a COP which was used for the modernization of facilities.

Revenue from fees collected on residential and commercial/industrial development may be used to pay for any of the following:

- Land (purchased or leased) for school facilities,
- Design of school facilities,
- Permit and plan checking fees,
- Construction or reconstruction of school facilities,
- Testing and inspection of school sites and school buildings,
- Interim school facilities (purchased or leased) to house students generated by new development while permanent facilities are being constructed,
- Legal and administrative costs associated with providing facilities to students generated by new development,
- Administration of the collection of developer fees (including the costs of justifying the fees)
- Miscellaneous purposes resulting from student enrollment growth caused by new residential development.

3. Government Code Section 66001(a)(3) – Relationship Between Fee Use and the Type of Project Upon Which Fee Is Imposed

Future residential development will cause new families to move into the District and, consequently, will generate additional students in the District. As shown in the housing section of this report, adequate school facilities do not exist for these students. Future residential development, therefore, creates a need for additional school facilities. The fee's use (acquiring school facilities) is, therefore, reasonably related to the type of project (future residential development) upon which it is imposed.

New commercial/industrial development will cause new workers to move into the District. Because some of these workers will have school-age children, commercial/industrial

development will also generate new students in the District. As shown in this report, adequate school facilities do not exist for these students. New commercial/industrial development, therefore, creates a need for additional school facilities. The fee's use (acquiring school facilities) is, therefore, reasonably related to the type of project (new commercial/industrial development) upon which it is imposed.

4. Government Code Section 66001(a)(4) – Relationship Between the Need for the Public Facility and the Type of Project Upon Which Fee is Imposed

Future residential and commercial/industrial development in the District will generate additional students and, consequently, a need for additional school facilities. A relationship exists, therefore, between the District's need to provide additional school facilities and the construction of new residential and commercial/industrial development projects.

5. Government Code Section 66001(b) – Relationship Between the Fee and the Cost of the Public Facility Attributable to the Development on Which the Fee is Imposed

This report demonstrates that the school facilities cost attributable to future residential development exceeds the District's share of maximum rate of $\$5.17/ft^2$. Therefore, Level 1 fees of $\$5.17/ft^2$ on residential development are fully justified.

This report further demonstrates that the school facilities cost attributable to all categories of commercial/industrial development except rental self-storage range exceeds $\$0.84/ft^2$. Therefore, Level 1 fees of $\$0.84/ft^2$ on these types of development are fully justified. The school facility cost attributable to rental self-storage units is $\$0.27/ft^2$. Fees for this type and other low-employee-generating types of development should be examined on a case-by-case basis.

All school facility costs and fees in this report are calculated on a per-student basis to ensure that future developments only pay for impacts they cause.

6. Other Funding Sources

The following is a review of potential other funding sources for constructing school facilities.

1. *General Fund*
   The District's General Fund budget is typically committed to instructional and daily operating expenses and not used for capital outlay uses, as funds are needed to meet the District's non-facility needs. General Fund monies may however, be used for portable lease payments, COPs or facilities projects if other funding sources are insufficient to meet commitments.

2. *State Programs*
   The District has filed past applications for new construction and modernization projects under the School Facility Program based upon hardship. For new modernization applications, unless they can be filed on a hardship basis, the State match allowance would be 60%, which leaves a shortfall between State funding and the District's actual facilities needs. The School Facility Program could provide its

60% match if state bonds are available and local match funds of 40% are available. Furthermore, the District applied for modernization applications where the state and District would split costs in a 50/50 match. State funds for deferred maintenance cannot be used to pay for new facilities. State law prohibits use of lottery funds for facilities.

3. *General Obligation Bonds*
   School districts can, with the approval of two-thirds or 55 percent of its voters, issue general obligation bonds that are paid for out of property taxes.

4. *Parcel Taxes*
   Approval by two-thirds of the voters is required to impose taxes that are not based on the assessed value of individual parcels. While these taxes have been used in school districts, the revenues are typically used to supplement operating budgets.

5. *Mello-Roos Community Facilities Districts*
   This alternative uses a tax on property owners within a defined area to pay long-term bonds issued for specific public improvements. Mello-Roos taxes require approval from two-thirds of the voters (or land owners, if fewer than 12) in an election.

6. *Undeveloped Land/Surplus Property*
   The District owns undeveloped land at Miramonte and Campolindo, and Del Valle is surplus property. There is, therefore, the potential for future sales that could generate revenue to be used to partially finance school construction or reconstruction.

7. *Redevelopment*
   The District has no Redevelopment Agency funds in effect.

CONCLUSION

A reasonable relationship exists between residential, commercial & industrial development and the need to construct, reconstruct and modernize facilities in the Palermo Union Elementary School District. The following three required nexus tests demonstrate that the District is justified in charging the maximum developer fee.

Burden Nexus

New residential development will generate an average of .383 student ft^2. The District does not have adequate facilities and will need to construct new facilities and/or modernize existing facilities to provide the same level of service to new students who enroll in the District due to development.

Cost Nexus

The cost to construct and reconstruct facilities due to the increased enrollment caused by development is $10.96 per $ft^2$of residential development. The maximum rate the District may charge each square foot of residential development is $3.102 resulting in a shortfall of $7.858 per square foot and therefore the District is justified in charging the maximum developer fee rate. Commercial and industrial development also do not generate enough in fees to pay for the impact on facilities caused by the number of students generated.

Benefit Nexus

The Palermo Union Elementary School District will collect this fee and it will be used for construction, reconstruction and modernization of school facilities which will benefit the students who are generated by new development by providing them with adequate school facilities.

Specific uses for these funds are described in the Facilities Planning Assessment Update of July 2023 and include reconstruction and modernization work as well as new construction.
This study finds a reasonable relationship between the impact of the increased enrollment due to development, the fee collected from new development and the need for school facilities. Therefor the District is justified in charging the maximum developer fee.

APPENDIX A: ELIGIBILITY DETERMINATION

The District has, in the past, filed facilities applications under the following programs:

50 – New Construction
57 – Modernization

The District received the State grant funding summarized in the table below. All of the following financial data is from the OPSC/SAB website which maintains current project status for all school districts.

State Funded Projects

State Program	SAB#	State Grant Amounts	District Match
New Construction	50/001[1]	$6,584,694	$120,000
New Construction	50/002[1]	180,318	180,318
Modernization	57/001[2]	1,626,103	0
Modernization	57/002[3]	885,324	0
Modernization	57/003[3]	683,122	0
Total State Grant Amount		**$9,959,561**	**$300,318**

[1]Golden Hills Elementary School (50/001 and 50/002). Financial Hardship Application for 50/001. The project was completed in 2007 and 2010, which means it will be eligible for modernization in 2032 (25 years).
[2]Palermo Elementary School (57/001). Financial Hardship Application. The project for 250 K-6 students and 301 7-8 students was completed in 2003, which means it will be eligible for modernization in 2028.
[3]Helen M. Wilcox Elementary School. Financial Hardship Application. The projects were completed in 2003 and 2006, which means the 2003 project for 316 K-6 students will be eligible for modernization in 2028.

APPENDIX B. CENSUS DATA

Means of Transportation to Work by Selected Characteristics

United States Census Bureau

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

	Palermo Union Elementary School Distr
	Total
Label	Estimate
> Workers 16 years and over	2,993
> EARNINGS IN THE PAST 12 MONTHS (IN 2022 INFLATION-ADJUSTED DOLLARS) FOR WORKERS	
> POVERTY STATUS IN THE PAST 12 MONTHS	
> Workers 16 years and over	2,993
v Workers 16 years and over who did not work from home	2,727
> TIME OF DEPARTURE TO GO TO WORK	
v TRAVEL TIME TO WORK	
Less than 10 minutes	9.7%
10 to 14 minutes	24.3%
15 to 19 minutes	16.9%
20 to 24 minutes	6.4%
25 to 29 minutes	3.8%
30 to 34 minutes	13.2%
35 to 44 minutes	7.3%
45 to 59 minutes	4.7%
60 or more minutes	13.7%
Mean travel time to work (minutes)	N
v Workers 16 years and over in households	2,993
v HOUSING TENURE	
Owner-occupied housing units	66.0%
Renter-occupied housing units	34.0%
v VEHICLES AVAILABLE	
No vehicle available	2.0%
1 vehicle available	15.2%
2 vehicles available	40.1%
3 or more vehicles available	42.8%
v PERCENT ALLOCATED	

Selected Housing Characteristics

United States Census Bureau

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Palermo Union Elementary School District, California

Label	Estimate	Margin of Error	Percent	Percent Margin of Error
HOUSING OCCUPANCY				
Total housing units	3,520	±304	3,520	(X)
Occupied housing units	3,094	±306	87.9%	±4.6
Vacant housing units	426	±166	12.1%	±4.6
Homeowner vacancy rate	2.0	±2.2	(X)	(X)
Rental vacancy rate	0.0	±4.0	(X)	(X)
UNITS IN STRUCTURE				
Total housing units	3,520	±304	3,520	(X)
1-unit, detached	1,924	±283	54.7%	±7.0
1-unit, attached	49	±44	1.4%	±1.3
2 units	0	±19	0.0%	±1.1
3 or 4 units	12	±17	0.3%	±0.5
5 to 9 units	0	±19	0.0%	±1.1
10 to 19 units	0	±19	0.0%	±1.1
20 or more units	0	±19	0.0%	±1.1
Mobile home	1,443	±276	41.0%	±6.4
Boat, RV, van, etc.	92	±85	2.6%	±2.4
YEAR STRUCTURE BUILT				
Total housing units	3,520	±304	3,520	(X)
Built 2020 or later	0	±19	0.0%	±1.1
Built 2010 to 2019	104	±75	3.0%	±2.1
Built 2000 to 2009	463	±156	13.2%	±4.3
Built 1990 to 1999	502	±159	14.3%	±4.5
Built 1980 to 1989	638	±162	18.1%	±4.5
Built 1970 to 1979	958	±253	27.2%	±6.0
Built 1960 to 1969	215	±95	6.1%	±2.8
Built 1950 to 1959	287	±101	8.2%	±3.0
Built 1940 to 1949	168	±98	4.8%	±2.8
Built 1939 or earlier	185	±114	5.3%	±3.2
ROOMS				
Total housing units	3,520	±304	3,520	(X)
1 room	48	±41	1.4%	±1.2
2 rooms	65	±70	1.8%	±2.0
3 rooms	373	±138	10.6%	±3.6
4 rooms	872	±233	24.8%	±5.8
5 rooms	1,037	±220	29.5%	±6.0
6 rooms	586	±146	16.6%	±4.1
7 rooms	158	±72	4.5%	±2.0
8 rooms	257	±120	7.3%	±3.3
9 rooms or more	124	±72	3.5%	±2.1

APPENDIX C. OPSC RATES

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, January 25, 2023

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

PURPOSE OF REPORT

To adopt the annual adjustment in the School Facility Program (SFP) grants based on the change in construction costs pursuant to the Education Code (EC) and SFP Regulations.

DESCRIPTION

This item presents the State Allocation Board (Board) with the annual adjustment to the SFP grants based on the statewide cost index for Class B construction. Each year the Board adjusts the SFP grants to reflect construction cost changes. In January 2016, the Board adopted the RS Means index for 2016 and future years. This item presents the 2023 annual adjustment to SFP grants based on the RS Means index.

AUTHORITY

See Attachment A.

STAFF ANALYSIS/STATEMENTS

At the January 2016 meeting, the Board adopted an increase to the SFP grants using the RS Means Construction Cost Index (CCI) as the statewide cost index for Class B construction.

The current rate of change between 2022 and 2023 for the RS Means Class B CCI is 9.30 percent. The chart below reflects the amounts previously adopted for 2022 compared to the potential amount for the new construction base grants.

			RS Means *9.30%*
Grade Level	**Regulation Section**	**Current Adjusted Grant Per Pupil Effective 1-1-22**	*Potential Grant Per Pupil Effective 1-1-23*
Elementary	1859.71	$14,623	$15,983
Middle	1859.71	$15,466	$16,904
High	1859.71	$19,679	$21,509
Special Day Class – Severe	1859.71.1	$41,090	$44,911
Special Day Class – Non-Severe	1859.71.1	$27,480	$30,036

STAFF ANALYSIS/STATEMENTS (cont.)

The following chart shows the amounts previously adopted compared to the potential amount for the modernization base grants.

RS Means 9.30%

Grade Level	Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-22	*Potential Grant Per Pupil Effective 1-1-23*
Elementary	1859.78	$5,568	$6,086
Middle	1859.78	$5,888	$6,436
High	1859.78	$7,710	$8,427
Special Day Class – Severe	1859.78.3	$17,746	$19,396
Special Day Class – Non-Severe	1859.78.3	$11,873	$12,977

In addition, the CCI adjustment would increase the threshold amount for Government Code Section 66452.6(a)(2) for the period of one year commencing March 1, 2023. The following chart shows the amount previously adopted for 2022 compared to the resulting threshold amount, upon approval of the proposed 2023 CCI adjustment:

RS Means 9.30%

	Effective 3-1-2022	Potential 3-1-2023
Resulting Amount	$368,176	$402,416

RECOMMENDATION

Adopt the increase of 9.30 percent for the 2023 SFP grants based on the RS Means Construction Cost Index as shown in Attachment B.

The State Allocation Board approved this Item on January 25, 2023.

ATTACHMENT A

AUTHORITY

For the New Construction grant, EC Section 17072.10(b) states, "The board annually shall adjust the per-unhoused- pupil apportionment to reflect construction cost changes, as set forth in the statewide cost index for class B construction as determined by the board."

For Modernization funding, EC Section 17074.10(b) states, "The board shall annually adjust the factors set forth in subdivision (a) according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the board."

Government Code Section 66452.6 states:

(a)(1) An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 12 months. However, if the subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars ($236,790) or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way which abut the boundary of the property to be subdivided and which are reasonably related to the development of that property, each filing of a final map authorized by Section 66456.1 shall extend the expiration of the approved or conditionally approved tentative map by 36 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the tentative map more than 10 years from its approval or conditional approval.

. . .

(2) Commencing January 1, 2012, and each calendar year thereafter, the amount of two hundred thirty-six thousand seven hundred ninety dollars ($236,790) shall be annually increased by operation of law according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting. The effective date of each annual adjustment shall be March 1. The adjusted amount shall apply to tentative and vesting tentative maps whose applications were received after the effective date of the adjustment.

SFP Regulation Section 1859.71 states,

The new construction per-unhoused-pupil grant amount, as provided by Education Code Section 17072.10(a), will be adjusted annually based on the change in the Class B Construction Cost Index as approved by the Board each January. The base Class B Construction Cost Index shall be 1.30 and the first adjustment shall be January 1999.

The new construction per-unhoused-pupil grant amount, as provided by Education Code Section 17072.10(a), may be increased by an additional amount not to exceed six percent in a fiscal year, or decreased, based on the analysis of the current cost to build schools as reported on the Project Information Worksheet (Revised 05/10) which shall be submitted with the Forms SAB 50-05 and 50-06 and as approved by the Board.

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

State Allocation Board Meeting, January 25, 2023

Grant Amount Adjustments

New Construction	SFP Regulation Section	Adjusted Grant Per Pupil Effective 1-1-22	Adjusted Grant Per Pupil Effective 1-1-23
Elementary	1859.71	$14,623	$15,983
Middle	1859.71	$15,466	$16,904
High	1859.71	$19,679	$21,509
Special Day Class – Severe	1859.71.1	$41,090	$44,911
Special Day Class – Non-Severe	1859.71.1	$27,480	$30,036
Automatic Fire Detection/Alarm System – Elementary	1859.71.2	$17	$19
Automatic Fire Detection/Alarm System – Middle	1859.71.2	$23	$25
Automatic Fire Detection/Alarm System – High	1859.71.2	$39	$43
Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.71.2	$73	$80
Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.71.2	$52	$57
Automatic Sprinkler System – Elementary	1859.71.2	$245	$268
Automatic Sprinkler System – Middle	1859.71.2	$292	$319
Automatic Sprinkler System – High	1859.71.2	$303	$331
Automatic Sprinkler System – Special Day Class – Severe	1859.71.2	$774	$846
Automatic Sprinkler System – Special Day Class – Non-Severe	1859.71.2	$519	$567

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

State Allocation Board Meeting, January 25, 2023

Grant Amount Adjustments

Modernization	SFP Regulation Section	Adjusted Grant Per Pupil Effective 1-1-22	Adjusted Grant Per Pupil Effective 1-1-23
Elementary	1859.78	$5,568	$6,086
Middle	1859.78	$5,888	$6,436
High	1859.78	$7,710	$8,427
Special Day Class - Severe	1859.78.3	$17,746	$19,396
Special Day Class – Non-Severe	1859.78.3	$11,873	$12,977
State Special School – Severe	1859.78	$29,579	$32,330
Automatic Fire Detection/Alarm System – Elementary	1859.78.4	$181	$198
Automatic Fire Detection/Alarm System – Middle	1859.78.4	$181	$198
Automatic Fire Detection/Alarm System – High	1859.78.4	$181	$198
Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.78.4	$498	$544
Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.78.4	$334	$365
Over 50 Years Old – Elementary	1859.78.6	$7,735	$8,454
Over 50 Years Old – Middle	1859.78.6	$8,181	$8,942
Over 50 Years Old – High	1859.78.6	$10,709	$11,705
Over 50 Years Old – Special Day Class – Severe	1859.78.6	$24,655	$26,948
Over 50 Years Old – Special Day Class – Non-Severe	1859.78.6	$16,486	$18,019
Over 50 Years Old – State Special Day School – Severe	1859.78.6	$41,089	$44,910

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

State Allocation Board Meeting, January 25, 2023

Grant Amount Adjustments

New Construction / Modernization / Facility Hardship / Seismic Mitigation / Joint Use	SFP Regulation Section	Adjusted Grant Amount Effective 1-1-22	Adjusted Grant Amount Effective 1-1-23
Therapy/Multipurpose Room/Other (per square foot)	1859.72 1859.73.2 1859.77.3 1859.82.1 1859.82.2 1859.125 1859.125.1	$240	$262
Toilet Facilities (per square foot)	1859.72 1859.73.2 1859.82.1 1859.82.2 1859.125 1859.125.1	$430	$470
Portable Therapy/Multipurpose Room/Other (per square foot)	1859.72 1859.73.2 1859.77.3 1859.82.1 1859.125 1859.125.1	$54	$59
Portable Toilet Facilities (per square foot)	1859.72 1859.73.2 1859.82.1 1859.125 1859.125.1	$139	$152

New Construction Only	SFP Regulation Section	Adjusted Grant Amount Effective 1-1-22	Adjusted Grant Amount Effective 1-1-23
Parking Spaces (per stall)	1859.76	$18,596	$20,325
General Site Grant (per acre for additional acreage being acquired)	1859.76	$23,802	$26,016
Project Assistance (for school district with less than 2,500 pupils)	1859.73.1	$8,943	$9,775

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

State Allocation Board Meeting, January 25, 2023
Grant Amount Adjustments

Modernization Only	SFP Regulation Section	Adjusted Grant Amount Effective 1-1-22	Adjusted Grant Amount Effective 1-1-23
Two-stop Elevator	1859.83	$148,757	$162,591
Each Additional Stop	1859.83	$26,778	$29,268
Project Assistance (for school district with less than 2,500 pupils)	1859.78.2	$4,770	$5,214

Facility Hardship / Rehabilitation	SFP Regulation Section	Adjusted Grant Amount Effective 1-1-22	Adjusted Grant Amount Effective 1-1-23
Current Replacement Cost – Permanent Other (per square foot)	1859.2	$477	$521
Current Replacement Cost – Permanent Toilets (per square foot)	1859.2	$859	$939
Current Replacement Cost – Portable Other (per square foot)	1859.2	$109	$119
Current Replacement Cost – Portable Toilets (per square foot)	1859.2	$279	$305
Interim Housing – Financial Hardship (per classroom)	1859.81	$49,032	$53,592

Charter School Facilities Program – Preliminary Apportionment Amounts	SFP Regulation Section	Adjusted Grant Amount Effective 1-1-22	Adjusted Grant Amount Effective 1-1-23
Charter School Elementary (per pupil)	1859.163.1	$14,698	$16,065
Charter School Middle (per pupil)	1859.163.1	$15,561	$17,008
Charter School High (per pupil)	1859.163.1	$19,750	$21,587
Charter School Special Day Class – Severe (per pupil)	1859.163.1	$41,286	$45,126
Charter School Special Day Class - Non-Severe (per pupil)	1859.163.1	$27,610	$30,178
Charter School Two-stop Elevator	1859.163.5	$123,964	$135,493
Charter School Each Additional Stop	1859.163.5	$22,314	$24,389

ATTACHMENT B

NEW SCHOOL ADJUSTMENTS (REGULATION SECTION 1859.83)

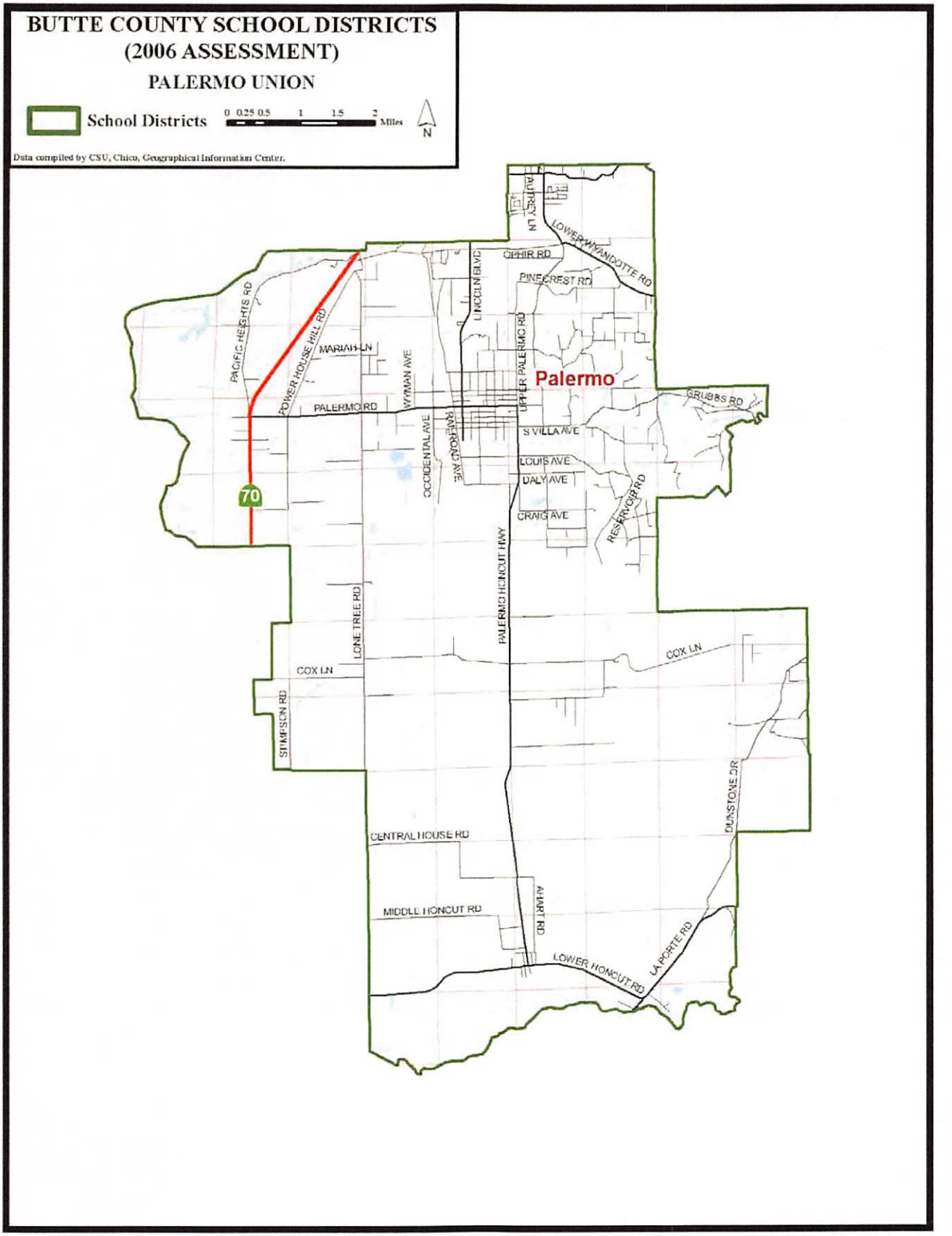
State Allocation Board Meeting, January 25, 2023

Classrooms in Project	Elementary School Adjusted Grant Effective 1-1-22	Elementary School Adjusted Grant Effective 1-1-23	Middle School Adjusted Grant Effective 1-1-22	Middle School Adjusted Grant Effective 1-1-23	High School Adjusted Grant Effective 1-1-22	High School Adjusted Grant Effective 1-1-23	Alternative Education New School Effective 1-1-22	Alternative Education New School Effective 1-1-23
1	$396,686	$433,578	$1,671,039	$1,826,446	$3,634,637	$3,972,658	$1,077,747	$1,177,977
2	$934,691	$1,021,617	$1,874,342	$2,048,656	$3,780,914	$4,132,539	$1,307,575	$1,429,179
3	$1,403,277	$1,533,782	$2,082,603	$2,276,285	$4,673,459	$5,108,091	$2,285,805	$2,498,385
4	$1,777,650	$1,942,971	$2,310,696	$2,525,591	$5,466,832	$5,975,247	$2,571,641	$2,810,804
5	$2,087,561	$2,281,704	$2,548,709	$2,785,739	$6,019,711	$6,579,544	$2,857,478	$3,123,223
6	$2,531,351	$2,766,767	$2,789,200	$3,048,596	$6,572,594	$7,183,845	$3,143,315	$3,435,643
7	$2,980,105	$3,257,255	$3,029,690	$3,311,451	$7,125,475	$7,788,144	$3,429,153	$3,748,064
8	$3,324,727	$3,633,927	$3,292,496	$3,598,698	$7,551,912	$8,254,240	$3,729,272	$4,076,094
9	$3,324,727	$3,633,927	$3,570,175	$3,902,201	$7,894,055	$8,628,202	$4,039,207	$4,414,853
10	$3,909,836	$4,273,451	$3,850,335	$4,208,416	$8,233,716	$8,999,452	$4,349,142	$4,753,612
11	$3,909,836	$4,273,451	$4,130,495	$4,514,631	$8,575,860	$9,373,415	$5,551,846	$6,068,168
12	$4,115,619	$4,498,372			$8,888,249	$9,714,856	$5,861,782	$6,406,928
13					$9,195,681	$10,050,879	$6,171,717	$6,745,687
14					$9,503,113	$10,386,903	$6,481,653	$7,084,447
15					$9,813,024	$10,725,635	$6,791,590	$7,423,208
16					$10,120,456	$11,061,658	$7,101,524	$7,761,966
17					$10,430,367	$11,400,391	$7,411,461	$8,100,727
18					$10,737,799	$11,736,414	$7,721,396	$8,439,486
19					$11,045,231	$12,072,437	$8,031,332	$8,778,246
20					$11,355,142	$12,411,170	$8,341,269	$9,117,007
21					$11,662,572	$12,747,191	$8,651,428	$9,456,011
22					$11,970,004	$13,083,214	$8,961,364	$9,794,771
23							$9,271,301	$10,133,532
24							$9,581,235	$10,472,290
25							$9,891,172	$10,811,051
26							$10,201,109	$11,149,812
27							$10,511,043	$11,488,570

LEGAL DESCRIPTION OF
PALERMO UNION SCHOOL DISTRICT
COUNTY OF BUTTE - STATE OF CALIFORNIA

BEGINNING AT THE SOUTHEAST CORNER OF SECTION TWENTY-TWO, T. 18 N., R. 4 E., M. D .B. & M.; THENCE NORTHERLY ON SECTION LINES 1 ½ MILES, MORE OR LESS, TO THE QUARTER SECTION BETWEEN SECTIONS 14 AND 15, SAID TOWNSHIP; THENCE EASTERLY ON HALF SECTION LINE 1 MILE MORE OR LESS, TO THE QUARTER SECTION CORNER BETWEEN SECTIONS 13 AND 14, SAID TOWNSHIP; THENCE NORTHERLY ON SECTION LINES 1 MILE, MORE OR LESS, TO THE QUARTER SECTION CORNER BETWEEN SECTIONS 11 AND 12, SAID TOWNSHIP; THENCE EASTERLY ON HALF SECTION LINE ½ MILE MORE OR LESS, TO THE CENTER OF SECTION 12, SAID TOWNSHIP; THENCE NORTHERLY ON HALF SECTION LINE ½ MILE MORE OR LESS, TO THE QUARTER SECTION CORNER BETWEEN SECTIONS 1 AND 12, SAID TOWNSHIP; THENCE WESTERLY ON SECTION LINES 1 ½ MILES MORE OR LESS, TO THE SOUTHWEST CORNER OF SECTION 2, T. 18 N., R. 4 E.; THENCE NORTHERLY ON SECTION LINES 3 MILES MORE OR LESS, TO THE NORTHEAST CORNER OF SECTION 27, T. 19 N., R. 4 E.; THENCE WESTERLY ON SECTION LINES 2 MILES MORE OR LESS, TO THE NORTHWEST CORNER OF SECTION 28, SAID TOWNSHIP; THENCE SOUTHERLY ON SECTION LINE TO A POINT ON THE CENTERLINE OF MONTE VISTA AVENUE; THENCE WESTERLY ALONG SAID CENTERLINETO THE CENTERLINE OF VIA PACANA; THENCE CONTINUING SOUTHERLY ALONG SAID CENTERLINE, 1496.52 FEET, TO A POINT ON THE SOUTHERLY PROJECTION OF SAID CENTERLINE, SAID POINT ALSO BEING A POINT ON THE SOUTH BOUNDARY OF THE "VISTA DEL CERRO, UNIT NO. 2" SUBDIVISION; THENCE CONTINUING EASTERLY ALONG SOUTHERN BOUNDARY OF SAID SUBDIVISION TO A POINT ON THE WESTERN BOUNDARY OF SECTION 28, OF SIAD TOWNSHIP; THENCE CONTINUING SOUTHERLY ALONG SECTION LINE TO THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE WESTERLY ON SECTION LINES 2 MILES MORE OR LESS, TO THE NORTHWEST CORNER OF SECTION 31, T. 19 N., R. 4 E.; THENCE SOUTHERLY ON RANGE LINE TO THE NORTHEAST CORNER OF SECTION 36, T. 19 N., R. 3 E.; THENCE WESTERLY ON SECTION LINE TO THE CENTER OF THE FEATHER RIVER; THENCE SOUTHERLY AND WESTERLY DOWN THE CENTER OF THE FEATHER RIVER 6 MILES, MORE OR LESS, TO THE SECTION LINE BETWEEN SECTION 15 AND 22, T. 18 N., R. 3 E.; THENCE EASTERLY ON SECTION LINES 1 ¼ MILES, MORE OR LESS, TO THE SOUTHWEST CORNER OF SECTION 13, T. 18 N., R. 3 E.; THENCE SOUTHERLY ON SECTION LINE 1 MILE TO NORTHEAST CORNER OF SECTION 26, SAID TOWNSHIP; THENCE WEST ON SECTION ¼ MILE TO THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ SECTION 26; THENCE SOUTH ¾ MILE TO THE CENTER CORNER OF SOUTHEAST QUARTER OF SAID SECTION 26; THENCE WEST ¼ MILE TO THE NORTHWEST CORNER OF SOUTHWEST ¼ SOUTHEAST ¼ OF SAID SECTION 26; THENCE SOUTH ½ MILE TO NORTHWEST CORNER OF LOT NO. 2 OF WATTS GRIDLEY COLONY NO. 1; THENCE EAST ¼ MILE TO NORTHEAST CORNER OF SAID LOT NO. 2; THENCE SOUTHERLY ¾ MILE TO SOUTHWEST CORNER OF LOT 17 OF SAID SUBDIVISION; THENCE EAST ON LOT LINE TO SOUTHEAST CORNER OF SAID LOT 17; THENCE SOUTHERLY ON SECTION LINE 100 FT. TO SOUTHWEST CORNER SECTION 36, T. 18 N., R. 3 E.; THENCE EAST 1 MILE TO NORTHWEST CORNER SECTION 6, T. 17 N., R. 4 E.; THENCE SOUTH ON RANGE LINE FOUR MILES, MORE OR LESS, TO THE CENTER OF THE SOUTH HONCUT CREEK, AT THE BOUNDARY LINE, BETWEEN BUTTE AND YUBA COUNTIES AS ESTABLISHED BY SURVEY OF B. L. MCCOY AND J. R. MEEK, COUNTY SURVEYORS OF BUTTE AND YUBA COUNTIES, 1901; THENCE EASTERLY ALONG THE SAID SOUTH HONCUT CREEK AS ESTABLISHED BY SAID SURVEY OF 1901 SEVEN MILES, MORE OR LESS, TO ITS INTERSECTION WITH THE LINE BETWEEN SECTIONS THIRTEEN AND FOURTEEN, TOWNSHIP SEVENTEEN NORTH, RANGE FOUR EAST; THENCE NORTH ON SECTION LINES ONE AND THREE-QUARTER MILES TO THE NORTHWEST CORNER OF SECTION TWELVE, SAID TOWNSHIP; THENCE EAST ON SECTION LINE ONE MILE TO THE SOUTHEAST CORNER OF SECTION ONE, SAID TOWNSHIP; THENCE NORTH ON RANGE LINE THREE MILES, MORE OR LESS, TO THE NORTHEAST CORNER OF SECTION TWENTY-FIVE, TOWNSHIP EIGHTEEN NORTH, RANGE FOUR EAST, M. D. M.; THENCE WEST ON SECTION LINES TWO MILES TO THE PLACE OF BEGINNING.

10/1/07


BUTTE COUNTY SCHOOL DISTRICTS
(2006 ASSESSMENT)
PALERMO UNION
School Districts
0 0.25 0.5 1 1.5 2 Miles
N
Data compiled by CSU, Chico, Geographical Information Center.
Palermo
70
PACIFIC HEIGHTS RD
POWER HOUSE HILL RD
MARIAH LN
WYMAN AVE
PALERMO RD
OPHIR RD
PINECREST RD
LINCOLN BLVD
UPPER PALERMO RD
LOWER WYANDOTTE RD
GRUBBS RD
S VILLA AVE
LOUIS AVE
DALY AVE
CRAIG AVE
RESERVOIR RD
OCCIDENTAL AVE
RAILROAD AVE
PALERMO HONCUT HWY
LONE TREE RD
COX LN
STIMPSON RD
DUNSTONE DR
CENTRAL HOUSE RD
MIDDLE HONCUT RD
AHART RD
LOWER HONCUT RD
LA PORTE RD

Palermo
UNION ELEMENTARY SCHOOL DISTRICT
"Building the Foundation for Success"

7390 Bulldog Way
Palermo, CA 95968-9700
(530) 533-4842
Fax (530) 532-1047

Superintendent
Kathleen Andoe-Nolind

Board of Trustees
Debbie Hoffman
Cody Nissen
Justin Younger
Kimberly Tyler
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Oroville, CA 95966
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Heather Scott, Principal

Honcut School
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Fax (530) 742-2955
Heather Scott, Principal

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Kristi Napoli, Principal

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Palermo, CA 95968
(530) 533-4708
Fax (530) 532-7801
Kimberly Solano, Principal

An Equal Opportunity Employer

May 20, 2024

Oroville City Hall
Attn: City Council Members
1735 Montgomery Street
Oroville, CA 95965

Re: Notification of Level 1 Developer Fees Imposition

To Whom It May Concern:

After a thorough analysis and consideration of the Palermo Union Elementary School District's current and projected facility needs, as well as the financial implications of accommodating new residential and commercial developments within the District's boundaries, the Palermo Governing Board, at its May 8, 2024 meeting, voted to impose Level 1 Developer Fees. This decision is in accordance with California Education Code Section 17620 and Government Code Section 65995.

Effective July 7, 2024, the new developer fee rates will be as follows:

1) $3.102 per square foot of residential development;
2) $0.504 per square foot of commercial or industrial development, except rental self-storage.

The implementation of these fees is essential to ensure that the District can adequately plan for, and mitigate the impact of new developments on our educational facilities. These funds will be utilized to construct new school facilities, expand existing ones, and purchase necessary equipment to support the growing student population resulting from new developments.

Please find enclosed the Resolution passed by the Palermo Governing Board and additional documentation detailing the fee structure and the rationale behind the decision.

Should you have any questions or require further clarification, please do not hesitate to contact our office at (530) 533-4842.

Sincerely,

Kathleen Andoe-Nolind

Kathleen Andoe-Nolind
Superintendent
Palermo Union Elementary School District

Enclosures:
Board Resolution
Developer Fee Justification Study
Map of District Boundaries

Palermo
UNION ELEMENTARY SCHOOL DISTRICT
"Building the Foundation for Success"

7390 Bulldog Way
Palermo, CA 95968
(530) 533-4842
(530) 532-1047 fax

Resolution No. 24-08
Resolution to Impose Level 1 Developer Fees

WHEREAS, Education Code Section 17620 authorizes school districts to levy a fee, charge, or dedication against any development project within its boundaries for the purpose of funding the construction or reconstruction of school facilities and to impose certain fees thereon; and

WHEREAS, the Palermo Union Elementary School District ("District") by agreement with the Oroville Union High School District (OUHSD), may levy 60% of the total fees authorized by Government Code Section 65995, subdivision (b)(3), for development, with 40% of the total fees to the OUHSD; and

WHEREAS, pursuant to the authority of Government Code Section 65995, subdivision (b)(3), allowable fees authorized by Education Code Section 17620 have presently been established by the State Allocation Board ("SAB") in the amount of $5.17 per square foot for residential development and $0.84 per square foot for commercial/industrial development and senior housing; and

WHEREAS, the Governing Board ("Board") of the District has caused a study to be prepared by Total School Solutions entitled *Developer Fee Justification Document for Residential, Commercial and Industrial Development Projects – Level 1*, which identifies the purpose and use for the fee and sets forth a reasonable relationship between the fee to be imposed, the developments on which the fee is to be imposed, as well as the cost of the school facilities made necessary by virtue of the burden imposed by the developments; and

WHEREAS, based upon the District's agreement with the OUHSD and the increased level of fees permitted by the SAB pursuant to Government Code Section 65995, the District may levy the following fees, which represent a percentage of the fee(s) established by the SAB:

1) $3.102 per square foot of residential development (60% of $5.17/sf).
2) $0.504 per square foot of commercial or industrial development (60% of $0.84), except for rental self-storage.

WHEREAS, Education Code Section 17621 specifically exempts the adoption, increase, or imposition of any fee, charge, dedication, or other requirement pursuant to Education Code Section 17620 from the provisions of the California Environment Quality Act ("CEQA") (Pub. Resources Code Section 21000 et seq.); and

NOW, THEREFORE, BE IT RESOLVED, that the Board makes the following findings:

1) Prior to the adoption of this Resolution ("Resolution"), the Board of the District conducted a public hearing at which oral and written presentations were made as part of the Board's regularly scheduled May 8, 2024 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered has been published twice in accordance with Government Code Sections 66017 and 66018. Additionally, at least 10 days prior to the meetings, the District made all relevant information available to the public indicating the cost, or estimated cost, of the construction or reconstruction of school facilities made necessary by the residential and/or commercial/industrial development to which the fee shall apply.

2) The purpose of the fees is to provide adequate school facilities for the students of the District who will be generated by residential and commercial/industrial development in the District.

3) The fees will be used to finance the construction or reconstruction of school facilities.

4) There is a reasonable relationship between the need for the imposition of the fee and development projects upon which the fees shall be imposed for the purpose of the construction or reconstruction of school facilities, in that residential, commercial, and industrial development will generate students who will attend District schools. The fees will be used to fund all, or a portion of, new school facilities, or to reconstruct existing school facilities.

5) There is a reasonable relationship between the amount of the fee and the cost of the additional or reconstructed school facilities attributable to the development upon which the fee shall be imposed, in that the square footage of these developments has a direct relationship to the number of students that will be generated, and, thus, to the facilities the District must add or reconstruct in order to accommodate the additional students.

6) The District maintains a separate capital facilities account, or fund, as required by Government Code Section 66006.

AND BE IT FURTHER RESOLVED that the Board incorporates herein by reference, approves and adopts the Study entitled *Developer Fee Justification Document for Residential, Commercial and Industrial Development Projects – Level 1*, dated February 2024 prepared by Total School Solutions which documents the need for the fees. Since the Study justifies fees in excess of the allowable limits, the District, in accordance with Education Code Sections 17620, et seq., and Government Code Sections 65995, et seq., and the District's agreement with the OUHSD, hereby imposes fees in the following amounts:

1) $3.102 per square foot of residential development;
2) $0.504 per square foot of commercial or industrial development, except rental self-storage.

Pursuant to the agreement with the OUHSD, the amount collected on behalf of both the District and the OUHSD pursuant to this Resolution shall not exceed a total of $5.17 per square foot for residential development and $0.84 per square foot of commercial or industrial development.

AND BE IT FURTHER RESOLVED that the increase in fees shall take effect no sooner than sixty (60) days after the date of this Resolution. The District elects to place the fees in effect on July 7, 2024.

AND BE IT FURTHER RESOLVED that the Superintendent of the District, or his or her designee, shall give notice of the Board's action herein to all cities and counties with jurisdiction over the territory of the District in accordance with the requirements of Education Code Section 17620 and 17621, requesting that no building permits (or, for manufactured homes and mobiles homes, certificates of occupancy) be issued on or after the date that the fees take effect, without certification from the District that the fees specified herein have been paid. Said notice shall specify that collection of the fee is not subject to the restriction set forth in Government Code Section 66007, subdivision (a) but, pursuant to subdivision (b) of that statute, the fees are to be collected prior to issuance of building permits.

AND BE IT FURTHER RESOLVED that developers of commercial or industrial development be provided the opportunity for a hearing to appeal the imposition of the fee on their developments.

AND BE IT FURTHER RESOLVED that nothing contained or expressed in this Resolution shall be construed to affect the District's authority to increase the fee, enter into agreements with developers, or otherwise adopt or impose, to the extent permitted by law, additional fees, to fully mitigate the impact of resident and/or commercial/industrial development upon the District's school facilities.

AND BE IT FURTHER RESOLVED that the District's administration is authorized to make expenditures and to incur obligations of the fees for the purposes authorized by law.

AND BE IT FURTHER RESOLVED that the Board hereby finds that the increase in fees hereunder is statutorily exempt from the requirements of CEQA pursuant to Education Code Section 17621.

AND BE IT FURTHER RESOLVED that this Board hereby adopts this Resolution and directs the Superintendent, or his or her designee, to file a certified copy of this Resolution, together with all relevant supporting documentation and a map clearly indicating the boundaries of the area subject to the fee, to each city and each county in which the District is situated, pursuant to Education Code Section 17621.

PASSED AND ADOPTED by the Governing Board of the Palermo Union Elementary School District of Butte County, in the State of California, on May 8, 2024 by the following vote:

AYES: 4

NOES: 0

ABSTENTIONS: 0

ABSENCES: 1

Kimberly Tyler

Clerk of the Governing Board

Handout
06.18.2024

COPY

Cameraman
Investigations
www.youtube.com/c/TheCameraman...

KENT R. CARUSO, Ph.D.
Licensed Clinical-Forensic Psychologist

P.O. Box 994445
Redding, CA 96099
Phone (530) 241-2088

March 2, 2022

Robert L. Marshall, Attorney at Law
2445 Oro Dam Blvd., Ste. 4
Oroville, CA 95966

Re: In the matter of the People vs. Asaahdi Elijah Coleman, Defendant
Court Case No. 22CF00590
A Confidential Psychological Evaluation for Trial and Sentencing Purposes

Dear Mr. Marshall:

REASON FOR REFERRAL

Pursuant to a referral by your office, I recently conducted a confidential psychological evaluation on Asaahdi Elijah Coleman for the purpose of addressing issues relating to this man's current levels of intellectual/mental, social, and general psychological functioning; particularly as knowledge of and database in these things may assist me in providing to you information that might be useful in developing Mr. Coleman's defense, or negotiating terms of a sentence.

EXAMINATION PROCEDURES UTILIZED

This assessment of Mr. Coleman began with my thorough examination of the packet of information that had been forwarded to me by your office. This included Butte County Sheriff Arrest and Investigation Reports, witness statements, in addition to law enforcement arrest and record reports from the Placer County Sheriff's Department, the Sacramento City Police Department, and the Sacramento County Sheriff's Department. Included in these various reports were numerous references to Mr. Coleman's involvement in the juvenile criminal justice system, references to his inability or unwillingness to comply with conditions of probation, and his involvement in the "4th Avenue Bloods" street gang. I next traveled to Oroville where I met with Mr. Coleman in an interview room on the C cell block of the Butte County Jail on the afternoon of March 1, 2022. This meeting lasted a little less than two hours and during that time I attempted to conduct structured clinical interview and to administer an abbreviated form of the Verbal Part of the Wechsler Adult Intelligence Scale-Revised. I gave up attempting to utilize this psychometric instrument very shortly after I began, and because of my inability to get Mr. Coleman adequately attentive or focused on even the simplest of questions. While at the jail, I also spoke with several correctional officers about Mr. Coleman's deportment since his arrest. I was told that he was aggressively uncooperative immediately following his incarceration; and other statements alluded to his rather eccentric types of behavior, his spending much of his time in his jail cell naked; and earlier on his tendency to flood his jail cell and push the water out into the adjacent corridor. It was up in the air as to whether or not Mr. Coleman would agree to meeting with me as he had refused to meet with another doctor earlier that same day. And because Mr. Coleman was unclothed at the time of my arrival at the jail, it was necessary for one of the officers to bring a fresh pair of clothing for him to dress in. Along with a brief explanation about my representing your office, Mr. Coleman did agree to meet with me.

APPEARANCE OF SUBJECT

Mr. Coleman was a two-officer, wrist-restraint escort to the interview room, and once there he was placed in a small corner cage with a locked door. Mr. Coleman's grooming and hygiene were fair, he appeared to be in reasonably good physical health, and there were no observable outstanding physical characteristics. Mr. Coleman is a 21 year old African American male who is taller than average in height, slender build, and appearing to be his stated age.

BEHAVIOR AND ATTITUDE

For the entire time that we were together Mr. Coleman interacted with me in an adequately cordial, respectful, and friendly manner. However, I could not describe him as being adequately cooperative as he was highly symptomatic; and it was quite difficult for me to keep him focused and on track. He was extremely inarticulate, especially as he had a tendency to mumble responses under his breath; and his answers to my questions were generally terse, poorly detailed, and sometimes not relevant to topic. He demonstrated virtually no personal or psychological insight, and he was fair at best as an informant and historian.

MENTAL STATUS PRESENTATION

Mr. Coleman's eye contact was good and his affect somewhat flat but otherwise stable and appropriate. He demonstrated no difficulty maintaining and evenly modulated emotional tone and mood. He was marginally alert, requiring continual interrupting and redirecting on my part; and ego strength was marginally intact as well. There were definite signs of tendencies on his part toward at least the cognitive distorting of reality. Thinking could not be described as adequately clear, lucid, or linear; and Mr. Coleman's expressive and receptive language skills, especially as they related to the needs of the interview, were poor. There were definite signs of possible organic brain syndrome or neurocognitive impairments; and there were ongoing oddities and peculiarities, often of a schizotypal nature, in his communicational and relationship style and demeanor. If I had been on a psychiatric ward of a mental hospital and someone had told me that Mr. Coleman was schizophrenic, I would not even have begun to question that diagnosis.

At times I thought that Mr. Coleman might be malingering, but if he was then he is someone deserving of an Academy Award for his ability to act. He was able to maintain the same type or kind and quality of symptoms throughout the almost two hours we were together. In this regard, he may have been one of those patients, in this case a defendant, who enjoys displaying his peculiarities; and in Mr. Coleman's case, he would frequently press his nose against the glass of the cage, and place his mouth over one of the internal frames of the cage. Based on my 55 years of mental health work and experience on four adult inpatient psychiatric units, I learned that there are those individuals who like to exaggerate their symptoms in order to watch the responses or facial expressions of treating professionals; but more often than not, the more severely disturbed

patients, although aware of what they are doing, do not possess adequate control to stop and start that behavior.

Some of the symptoms that Mr. Coleman displayed and that were consistent with a possible underlying psychotic disorder were logical deficit, elements of delusional thinking, grandiosity, confused thinking, and looseness in associations.

CHILDHOOD-FAMILY HISTORY

It took multiple questions, often requiring me to come at Mr. Coleman from different directions, in order to obtain the following information about him. Even then, many of his answers or much of his input was questionable as he was a highly unreliable informant. He told me that he was born June 23, 2000, in Fresno, California, and lived there for the first 10 years of his life. Eventually, he relocated to Sacramento where apparently he and his four older brothers began living with their paternal grandmother. According to Mr. Coleman, he attended middle school and high school in Sacramento; but later on in the interview reported to me that he attended most all of high school while incarcerated at the California Youth Authority. He also told me at one point that while a teenager, he also lived in Newport Beach, California. By way of Mr. Coleman's descriptions, his father was almost always in prison, and there was seldom, if any, contact between them. Initially, in response to my question about what his mother did for a living, he told me that, "She do airplanes," describing her as being a "flight attendant for Southwest Airlines." Perhaps he was referring to his grandmother, because he also informed me that for as long as he knew her his mother was a "crack addict." Referring to his four older brothers, Mr. Coleman told me that all four graduated from college that two of them were in the Air Force, and then later in the interview he stated that all four of them had at one time or another been involved in the juvenile and/or adult criminal justice systems.

Mr. Coleman was all over the proverbial map in talking to me about his educational background. Allegedly while he was still in YA he attended some school in Newport Beach. He earned his GED at age 16 while in YA; and after he was released and on probation he attended El Centro Community College for two years majoring in Business Administration. I asked him why he stopped attending that institution and he responded, "Because I had a kid." Then Mr. Coleman reported that his son is 5 years of age, though he did not know his son's birthday, and living with the mother somewhere in Sacramento. Obviously if the

boy is 5 years old, Mr. Coleman would have had to impregnate his girlfriend when he was 16 and therefore still incarcerated. Mr. Coleman reported to me "I was at the top of my class, Bro, 102 credits, but I got out of college early…three semesters." I followed up with the question about what he saw himself doing with an AA in Business Administration and he replied, "Just chillin'." Just about any time I inquired about schoolwork and experiences, occupational experiences, or vocational plans, he made some comment about "chillin'."

According to Mr. Coleman, he began working at age 12 in some work experience program. "I worked a lot, probably like 20 jobs…I was a titan." When asked what he liked to do when he was "chillin'," he responded, "I be a titan;" and when asked how he might be chillin' and working 5 to 10 years from now he responded with, "modeling." Shortly thereafter he went on to tell me how he planned to attend Spellman College in Redwood City, California, "Nine years… be a doctor…be a CEO type shit for Southwest Airlines." Asked about 15 to 20 years in his future, he responded that he would like to do "medical research."

Being a titan Mr. Coleman stated to me that, "I can do anything…I can go out whenever I want to." He inserted that he has owned two Audis, including one is relatively new and he paid $12,000 in cash for.

PROBLEMATIC HISTORY

Criminal:

By way of some of the records that were forwarded to me in addition to much of what Mr. Coleman revealed about himself, he has been extensively involved in the juvenile and adult criminal justice systems. He further admitted that while out on probation, he was frequently violated for multiple different reasons, although he was never returned to some placement setting.

Substance Abuse:

According to Mr. Coleman, he first smoked marijuana when he was 7 years of age, and then began smoking it regularly at age 12. He started using methamphetamine while incarcerated at CYA; but his preferred substance for abuse has been Percocet.

Mental Health:

Mr. Coleman told me that he was diagnosed ADD or ADHD in elementary school and prescribed the central nervous system stimulant Concerta. He indicated to me that he was continually behaving in a disruptive and oppositional fashion; although he also insisted he was always placed in "gifted and intelligence classes." He went on to inform me that because of his behavior, he ended up initially in foster homes, then group homes, and then even a specialized placement in Philadelphia, Pennsylvania, before ending up in the Youth Authority. Then while Youth Authority from age 14 or 15 through age 17, he was continued on Concerta and prescribed another medication, he thought to be the antipsychotic drug Zyprexa, in order to help control his behavior.

CONCLUSIONS

Without any doubt whatsoever, Mr. Coleman presents as being a very difficult and very complex diagnostic challenge. Obtaining group home records, and Youth Authority records, especially relating to his schoolwork and deportment, would be extremely valuable in terms of helping to better understand who this young man is and how severe his problems are. I spent over 20 years in pediatric and developmental psychology, thousands of hours working with mostly foster children, CPS referrals, and juvenile probation referrals. Based upon what I read about Mr. Coleman and what he informed me in terms of his childhood and family system dynamics, one of my first thoughts was that he was a serious failure to thrive. I have to suspect that he suffered not only from a variety of different forms of social and emotional neglect, but also pathological role modeling. These in turn would likely have developed into a variety of learning disabilities and emotional problems, and eventually the onset of a severe personality disorder.

Mr. Coleman made an interesting remark, somewhat shocking me, when I talked to him a bit about the commitment offenses and in particular his shooting and killing a female passenger on the bus. He stated, "Those things don't bother me." But then again, his juvenile record would indicate that Mr. Coleman had virtually no conscience development, very minimal inhibitory anxiety, no better than childlike social sensibility, and virtually no capacity to empathize with others. Even when offered opportunities and chances to make important or significant changes in his life, modifications in his extremely antisocial problem solving style, it seems to have met nothing to him. The Mr. Coleman I interacted with displayed regressed or childlike critical thinking ability, limited capacity for

emotional regulation, and self-control; and not even the ability to begin to make simple good judgment and common sense decisions, or to give even simple thought and consideration to what he might do and/or to where he might be going in his future. Extreme failure to thrive circumstances can contribute to damage to the pre-frontal cortex, the command and control center of the brain, the part necessary for executive functioning and the ability to receive and process input from other parts of the brain. I definitely have to wonder how much damage may have been done to Mr. Coleman in this regard prior to his reaching early adolescence. Then of course if he was smoking marijuana on a regular basis at such an early age, any damage that existed prior to that time could have been seriously exacerbated.

It would appear as in the past as well as the recent future that Mr. Coleman's behaviors have often been extremely impulsive and without consideration to consequences, at time disorganized, frequently very high risk and dangerous, and at times cold and ruthless. Without access to his CYA school records, I would hazard a guess that Mr. Coleman's verbal intellectual problem solving abilities, if one could test him, would fall at no better than borderline levels. He demonstrated with me no ability to engage in even the very early adolescent levels of verbal problem solving requiring analytical or critical thinking. There were many times when he appeared unable to recognize simple contradictions he made terms of his occupational, educational and residential experiences; and just as often his temporal thinking was way off base.

Mr. Coleman definitely showed signs of cognitive or intellectual impairment. His social and relationship skill and facility were very childlike. His encoding and decoding skills were problematic, at times showing signs of a thought disorder. He was wholly unable to engage me in a practical or meaningful conversation about his commitment offenses, what he did, what motivated him to do it, what were the evolving circumstances at the time. He responded to none of my questions about a possible defense, although he did indicate to me that he liked the idea of being treated at the mental health level rather being sentenced to life in prison. He exhibited absolutely no fear, angst, or anxiety about the possibility of a lifetime of incarceration with CDCR.

Long before I terminated my meeting with Mr. Coleman, I was of the mind that he, while possessing an adequate appreciation for his current status within the criminal justice system, would definitely not be able to work with his attorney in an adequately rational manner during the conduct of Mr. Coleman's defense. He would not, therefore, meet the second-prong of the CPC Competency Test. Mr. Coleman is someone who is not competent to stand trial at this time, and

bringing him to a state of trial competency would require placement at a highly structured and prison-like hospital setting such as Atascadero, along with utilization of various psychotropic medications. Getting a judge or jury to agree to a finding of legal insanity might be a stretch; and before giving consideration to going in this direction with his case, I would strongly advise that your office obtain as many historical mental health and educational records as possible going back to middle school, from juvenile and adult probation, and from CYA.

If you have any further questions or need of input, please feel free to contact my office.

Kent R. Caruso, Ph.D.

Kent R. Caruso, Ph.D.
Clinical-Forensic Psychologist
KRC/jp

COPY

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Investigations
www.youtube.com/c/TheCameraman

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daisyswitzer@sbcglobal.net

CONFIDENTIAL

FILED Superior Court of California County of Butte MAY 02 2022 Sharif Elmallah, Clerk By J. VICTORY, Deputy FILED

Honorable Corie J Caraway
Superior Court Judge
One Court Street
Oroville, CA 95965

April 27, 2022

In re: People v Asaahdi Coleman 22CF00590-1
CONFIDENTIAL PSYCHOLOGICAL EVALUATION UNDER PC 1368

Your Honor:

Per Order of the Court, I examined the above-named defendant at the County Jail in order to determine his competency under §1368 PC.

Procedures:

Defendant Interviews
Mental Status Evaluation
Review of Defendant's Legal File
Review of Defendant's Jail File
Testing: SIMS, MFAST

Confidentiality and Assent to Interview

The evaluation of this matter was ordered by the Court. The defendant was advised of the nature of this evaluation and of the intent to honor the Court's order.

Legal Circumstances

The defendant is charged with one completed homicide and four attempted homicides, with personal and intentional use of a firearm. He is also charged with having an illegal weapon, and being a felon with prohibited ammunition. At the time of arrest he had a felony warrant from Alameda County for a prior weapon charge, and a warrant out of Sacramento for failure to obey orders of the Juvenile Court.

In the current offense he shot people on a bus, then went to WalMart. He put his hands up and walked backward while

undressing, he told the undersigned he did so "*so they can see I didn't have the gun and they wouldn't shoot me*". Police showed up and arrested him. He was described as noncooperative and argumentative at arrest.

The defendant is a long term gang member with a record of violence back to childhood. He continuously moved through life "strapped" with a firearm in preparation for the opportunity to use it. Record noted perpetual criminality.

The defendant explained to the undersigned that the crime happened after a visit to his girlfriend in which the two "*popped the percs*" to the point that the night prior to the crime, his girlfriend had a seizure and lost consciousness. He "*slapped her awake and gave her a black eye*", this was his usual behavior toward her. "*We argue, mostly I talk and she cries, it gets annoying*". He explained they frequently consumed "percs" by and he had at least two in the time between the evening prior and the morning he got onto the bus, he was not sure about exactly how many he had. He recalled, "*I smoked some weed, too*". In calls with his girlfriend following arrest he stated (February 3, 2022 calls):

*"I'm OK I was popping percs and s**t";*
*"I'm high and s**t";*
"I'm on drugs"

Another witness (SMF) was sitting with the defendant who was sitting across from a victim (RF). The defendant was agitated, and victim RF tried to calm him down. The defendant got a call on speaker phone and called himself the Haitian killer and told the person on the other side of the call to meet in Sacramento to "kill this dude". Victim RF said the defendant had him at gunpoint for a bout an hour prior to the shooting. When the bus stopped, victim RF got up to leave and the shooting began.

A Child Victim ("CV") recalled the defendant laughing and saying he hoped everyone died. Her mother was the one person dead at the scene. She indicated that her mother acted as a human shield to protect her. She said "he laughed because he killed my mother". During the shooting she remembered him saying he did not care about anyone.

In initial calls to his girlfriend (February 3, 2022) he did not recall what happened. His girlfriend told him his charges and he replied, "*I don't know what the f**k happened*".

Later, he develops a story of self defense. He told the undersigned, "*It was self defense. They antagonized me into the situation. I try to avoid it but they kept on coming at me*". In

his calls he stated this plan as, *"I'll get 5 years self defense deal and bail out real quick, self defense case, that's how it's gotta be….It is what it is. We got into it and now I have to do self defense, whatever the case may be…"* (February 3, 2022). On March 6, 2022, *"….I was scared as f**k I thought I was gonna get jumped, I was gonna die".*

He told the undersigned, *"He put me in the way to defend myself. He triggered me. He told me everyone on the bus is with him, you have to kill them all because they are all with me". It was all white people on the bus".* He explained that his girlfriend was white, and since he'd been abusing her he feared retaliation from the white people on the bus.

Asked to explain at the second meeting he said, *"The guy ran at me on the bus. I shot once and then people were chasing me".*

Most recently, he formed a plan to plead not guilty due to insanity.

He told the undersigned *"it was the voices, they told me I could kill that lady and nobody would care".*

In calls he indicated plans to *"play the role, go insane ...go to Mental Hospital"; "I could go crazy for sure...I hate being in this spot"; "hopefully they let me go to..plead insanity….if anything. I'm not sure..I don't want to but if I've got to…".*

He understood his charges, telling the jail "I am charged with murder and I will fight it". The Feds are involved and I'm in Federal Witness Protection". To the undersigned he acknowledged he was not specifically told that he was in the witness protection plan.

In calls he relayed understanding that he had *"a no bail out of Alameda"* (February 6, 2022), that he would *"do time if I need to"*. He also asks his girlfriend to *"call my PO tell them I'm in jail before I get cross booked that's why I can't go, so I don't get violated"* (February 16, 2022). He stated that he was *"going to trial and could get 100+ years"* (March 4, 2022), and that he hoped he was not *"headed to meet them n**rs, they're all in the pen right now"* (March 30, 2022).

He told his mother "I'm too smart people underestimate me. Always prepared for this with gun and jacket, it's not my fault…" He attempts to blame Sarah for his offense, in calls of March 6, 2022 he says, *"you know what happened? You should have taken me to Sacramento"* and, *"It happened cuz you're a cry baby, he hit me, handle him"…* To the undersigned he acknowledged behaving

aggressively with his girlfriend and feeling that other white people knew about this and could retaliate.

He gave his criminal history as arrest *"by 13 for a home invasion and asking for weed, a few robberies with my brother and cousin"*.

The criminal record begins at 13 with Criminal Conspiracy and Robbery (he was booked and released). That same year he was charged in two additional counts of Robbery. One was dismissed, the other was a felony for which he spent 91 days in Juvenile Hall.

At 15 he failed to follow orders of the Juvenile Court.

At 16 another Robbery resulted in a 9 year CYA term, from which he escaped three years later.

Within a month of escape he had weapons charges including short barrel rifle, large capacity magazine (dismissed), prohibited ammunition, carrying a loaded firearm in public with special circumstances, possession of a machine gun, concealed carry in a vehicle (dismissed) and conviction for carrying a loaded firearm in public with a prior felony. That conviction led to 4 months in jail, 3 years probation, and a prohibition against legal gun ownership prior to age 30.

Within the same year he was arrested for evasion with disregard for public safety (warrant), failure to obey orders of the Juvenile Court, and a probation violation that returned him to finish his term.

At 20 he was arrested for false impersonation with special circumstances, evasion, receipt of stolen property and car theft after he and an accomplice committed a carjack by assaulting another person. The victim heard the defendants yell for help and went to investigate when he was attacked, keys and his cell phone were stolen from his pocket, and the two took assaulted him before taking his vehicle. Police noticed the vehicle driving erratically during the 1am hour and pursued the two; the defendant was the passenger. Police noticed a gun was thrown from the passenger side. At the time of that arrest the driver said to the officers "I have to be on my medication, I haven't been taking it". This may or may not be true; in any case it is recent exposure to the possibility that a medication situation may offer defense. The defendant gave an incorrect name at arrest, denied having a gun, and laughed when he was identified by Juvenile Hall staff.

During that incarceration he was in several fights where a

group attacked a single individual, believed to be gang related. There was also a write up for going with another prisoner into a cell that was not their own, with look outs posted, in which a victim was injured. The defendant was found to have padded his own clothing, possibly for protection.

In the current incarceration he tried to leave the holding cell, then flooded it (saying he did so because he didn't have a trash bag). He then said he slipped in the flooding and hurt his head (this was not found to have any basis when the jail investigated). He denied any suicide gestures, saying "I stay dangerous". The jail diagnosed him as "unpredictable".

At 21 he was arrested for concealed carry in a vehicle and possession of numerous drugs for sale (several charges; this investigation was still open at the current arrest). During the 2am hour he and two codefendants were in a traffic stop when officers noticed an open alcohol bottle and marijuana smoke, and a scale. They discovered a large quantity of marijuana, methamphetamine, heroin, cocaine, and oxycodone pills. The defendant allegedly attempted to kick a large bag of cocaine under the police car seat.

Interview/Observations

The defendant presented as his stated age, well groomed and generally cooperative with the evaluation. The first meeting was March 31, 2022.

He indicated he was feeling *"alright"* and that his presentation has been *"the same my whole life"*. He evaluated his sleep in jail as *"more than enough, I stay in bed to hide out even if I'm not asleep"* and his food as *"not enough, really"*. He believed his concentration to be *"OK"*.

He was oriented on all spheres and understood the intention of evaluation as *"to see about my mental state because the Court did not think I am competent"*. Asked his opinion, he believed himself to be *"totally competent"*.

Mental Status Examination indicated base intelligence in the high range. He can count sequentially, do linguistic tasks as the first and second step, do addition (but failed subtraction), interpret a common proverb, and solve simple tasks of judgment. Recall was intact for three of three words with delay. This is consistent with his claim of school placement in the Gifted and Talented program, *"before I jumped off the porch"* he laughed. He explained he had a high school diploma and *"I got it in the system"*.

He gave a plausible personal history, indicating he was born in Sacramento and *"my dad was in prison my whole life, he killed someone"*. Although they were previously estranged he said he was closer with his mother, *"She's cool. I'm always in jail since 13 years old. She used to have problems with domestic violence and child abuse but she got her life together now, we talk"*. He said this abuse was *"just whoopings, but the court stepped in"*. He did not think of this as abuse and said he was not abused in any other manner. He then recalled *"I had my shoulder pulled out by staff at a group home when I was 15"*.

He claimed to have a twin brother in jail on gun charges, another brother in jail for murder, and two younger siblings. He said he was in foster care and group homes because of parental incarceration *"since I was 5 or 6"*. His sister *"is OK"* and his younger brother is in *"out of state placement"*.

He denied he was a bed wetter or that he had any arson charges, sexual offenses, animal abuse, or lying. He ran away *"by the time I was 8, I was running my hood"*. He stole by the time he was 13. Behavior and record are consistent with conduct disorder and antisocial personality disorder.

He indicated that his current girlfriend is pregnant. They are not married, and he has no marriages or other children.

He denied any restraining orders on him, or on his behalf. He minimized domestic violence toward his girlfriend but admitted hitting her and causing a black eye. *"I slapped her awake when she had a fake seizure. We fight and argue. When I get attention or talk with other girls she gets mad, she thinks I'm cheating"*. Asked if he cheats he said *"yeah"*. Calls between the two suggest a controlling and abusive pattern. This is consistent with claims that his other sexual partner is somehow lower, due to the pregnant girlfriend not working as a prostitute. He alludes to pimping out the other woman (March 16, 2022), *"you know the position N** plays, money money money..that's why you're not out there on the streets walking"*.

He spends his time *"I smoke weed and hustle. I used to do chores for my grandma. I worked in securities"*. He explained this as *"I was security at the SF Art Festival one time"*.

He did not think he required any medication and did not know what his current medication was for. He said *"The group homes gave me diagnosed me with ADHD and insomnia, because I am hyper"*. This diagnosis generally impairs academic, social, and home behavior prior to age 7. For this defendant it was diagnosed, he said, at age 13. Many drug users claim this diagnosis as the treatment includes amphetamines, and the diagnosis may allow them

access to the drug. He denied any previous mental health treatment in other interviews.

With regard to symptoms of psychiatric distress he denied nightmares or hallucinations, then recalled *"I used to hear voices but not now. When I did, I was in a place with a lot of people around and it was their voices. Like in here, too. You hear stuff but it isn't a hallucination. And sometimes I smell smoke burning"*. At the second interview he changed his story, saying *"I hear voices, I hear my mom tell me to do something and I hear someone else. Multiple voices. The day of the shooting I heard my mom in my head telling me to get away, and I hear ringing in my ears like an Amber Alert"*.

He initially denied visual hallucinations. At the second meeting he claimed *"I see lights flicker all the time now, maybe I'm blinking, and I see people of all races"*. He denied hallucinations of taste or touch. At the second interview he claimed *"I feel like I'm covered in germs, I feel dirty"*.

He claimed lifelong panic attacks and anxiety, *"When I'm around a lot of people I feel nervous. I grew up with a lot of violence"*. At the second interview he claimed olfactory hallucinations *"I smell cocaine burning and weed and wood"*.

He did not think he had strange ideas. His self defeating behavior is *"talking too much. I think too much and get anxiety"*. He also fixated on race, saying *"when Sarah starts crying I realize my whole race is still enslaved, like right now I have no control of my life and she has control of her life"*. He then attempted to blame her for his incarceration, claiming the crime would not have happened if she drove him to Sacramento.

He claimed lifelong insomnia (though he had just noted more than enough sleep in jail). He said that his moods are up and down, reactive to the environment. He feels depressed after going to court *"I want to get it done and go home. My case is bullshit"*.

The undersigned explained that murder was a very serious charge and asked if the defendant understood this. He replied, *"It was self defense. They antagonized me into the situation. I try to avoid it but they kept on coming at me. The police even said they didn't do it right, and they took some people from the bus with them, too. Everyone knew it was going to happen they heard me on the phone"*.

He did not think he was forgetful. He denied intentional self harm but said he made suicide gestures *"not real attempts"* and this was consistent with suicide statements in his calls to

his girlfriend, where they are a ploy to divert attention from other issues or gain attention for himself. In calls she is tired of him and he becomes irate, saying he will kill himself without her and he will change. Asked by the jail he said "hell no, I stay dangerous".

He admitted issues with aggression and rage. *"I had fights as a kid in jail. I didn't mean to kill the guy this time but it seemed like he wanted to kill me, you know?"*. The undersigned did not know, and asked what he meant. *"He triggered me. He told me everyone on the bus is with him, you have to kill them all because they are all with me. It was all white people on the bus"*. He said when thinking of it now *"He put all those people at risk by provoking me"*.

With regard to drug use he denied using much alcohol, but smoked marijuana by the time he was *"about 8"*. He only used methamphetamine *"in jail once by accident. I do percs"*. He uses *"oxy and percs"*, cocaine, heroin, and marijuana. Cocaine *"is always around here and there"* and used heroin since age 20, *"especially in county jail"*. He claimed *"fentanyl is by accident, they put it into the syrup"*. He used ketamine at age 13, tried DMT the same year, and used ecstasy a few times between 13 and 16. He huffed gas *"as a kid in the group homes"*. He only blacked out due to alcohol *"I woke up with some weird homeless lady in the car"* (this was after saying he never *"really"* used alcohol). He denied withdrawal symptoms, hangovers, or any thought that he had issues with substance abuse. He has never gone to treatment for substance abuse and did not think he needed to.

In jail phone calls he does not appear to grasp the events, saying he was in a fight provoked by one of the victims and by the people on the bus, due to them being white. He expressed odd ideas that the victims on the bus planned to attack him for assaulting his girlfriend.

Asked what preceded the crime, he indicated *"me and my girl argued that week. I slapped her. She is pregnant and her mom told me I had to leave. So I was on the bus and I met a guy and there were racist people. My girl bought me the ticket to go home. She is in Redding and people bother her about me. Then I thought that white people could be Aryan Nation. I didn't know what they had and I don't want to get hurt, you know what I mean? I was set up"*.

He could identify his attorney and said *"he's cool but we don't talk much. Better than some I had"*. He understood the role of counsel, judge, and prosecution. He held no animosity toward anyone in his case. He did not know his charges but agreed when the undersigned read them to him. Asked to say them back he said

"so one lady died? I did not know that". Asked who, specifically, chased him, he said *"nobody in their right mind will chase a guy with a gun except to try and kill me"*. He could not give a consistent story of events either within interviews or between interviews.

At the second interview he claimed *"all my gang banging, it doesn't matter because we are still slaves anyway"*. He articulated that whatever acts he committed were essentially restitution for the way he perceived himself and other people of color as being persecuted by society. *"N**s always arrested, it don't mean s**t, it is what it is"*.

He knew his plea options and would say *"not guilty because it was self defense"*. Initially he said he would not want an insanity plea *"because I'm not insane"*. At the second interview he said *"I'll got to the hospital if I have to"*.

Asked about evidence he said *"I was the only one with a gun"*. Asked why he had the gun he explained *"for my life. I have seen a lot of people get killed, too many, so I can't be a victim. I got to live! I have a right to do that. They invented a victim, the intended victim is still alive. He was provoking me"*.

He did not want a jury in Butte County, *"hell no, too racist here, all white. The guy who started it is white, too. The Judge is Asian so that's OK. She isn't taking sides, so I would go with her"*.

He denied being offered a deal. He knew he could go to prison, possibly for life. He did not want that to happen. *"I should go home, or send me to the hospital for a little bit to get stable on my medication. My mom says to do it but I don't want to stay long, though. I don't even need it"*. Asked why he would take medication he does not need he said he does what his mom tells him to do.

Asked why the court would consider shooting an entire bus of people, with a gun he was prohibited from owning, would be self defense, he explained, *"It's different now because I'm still young. I will stay on pills. I don't have any strikes and I guess now it is like 2 strikes for all this, but if I go to the hospital and good behavior I can get out"*.

His future plans are to pursue a career as a rapper and *"raise my kid. I need to calm down, but this was traumatic for me, you know. The bus was going to chase me down, and nobody in Walmart would even help me. I don't even fight, not really"*.

He denied any confusion about the court or any problems in

the courtroom. He said he did not follow probation in the past but now he would because *"I want to go home, I am done with this jail"*.

The jail records indicate that he came into jail posing aggressively and expressing hostility to the staff with vulgar, circulatory speech and anger. He told them "I am King Asaahdi, address me as such" and "I have millions of dollars". He told the undersigned he goes by the name *"King Asaahdi"* and that he plans to have millions from his RAP songs.

On February 4, 2022 he told the jail he had no mental health history other than "ADHD". He was cooperative with that staff member but refused to go to court.

On February 7, 2022 he was found to have layered his clothing (protective) and postured in a fight stance with staff.

On February 8, 2022 he was able to do the intake assessment. Orientation was intact and he claimed he did all drugs other than meth or heroin. He denied any psychiatric issues, specifically denied hallucinations ("hell no") but claimed to have flashbacks. He was nonchalant about the crime and said he was "just waiting to bail out". Staff member observed him talk to himself and described him as loud and demanding. Jail prescribed Haldol, Cogentin, and Benadryl. Haldol is a major tranquilizer and antipsychotic, it can alleviate psychosis and also control rage.

On February 23, 2022 he was agitated, did not sleep well, and was talking to himself. He would not cooperate with staff and a note was made to rule out a possible psychotic disorder. He laughed when asked about it by the undersigned.

On February 25, 2022 he punched the single cell window.

On March 1, 2022 he was naked and standing on the table singling to himself after flooding his cell. He told the undersigned he practices his RAP songs.

On March 21, 2022 he was put in a safety cell after saying he was "different, like demons in the Bible. I am a demi-god, in cell with J-cats. I'm not crazy, I know what is going on. I need better meds, too. I will do at least ten years because I killed a n**r and it's Butte County and she was from Butte County. I am having a baby but I won't see the baby. There is no reason for me to live. I will kill myself sooner or later". He was surprised to find himself in the safety cell. Told his crime he replied, "I didn't kill no women, I killed a dude and it was self defense". He was casual, calm, cooperative, clear and goal directed with no overt symptoms.

On March 22, 2022 he said he felt better "They say I killed a pregnant lady and I would never do that". He was targeting a man, "He got hit the most but I did not kill him. The people on the bus know what they were doing, they were talking". He said he was tired of his cell and thinking too much, wanted to see his kid. He seemed somewhat delusional.

On March 23, 2022 he said "I'm good and waiting for the day room so I can call my baby mama". He worried he would not see his child or be able to call his family. He decided he wanted mental health due to stress".

His behavior improved after move to A Pod but he remained impulsive, made suicidal threats and so was segregated, high profile case, history of domestic violence and abuse, prior safety cell, preoccupied with legal issues and did not initially know his charges but felt better after learning them. He was on suicide watch one day total. At that meeting he shad no mental symptoms, no head injuries, no seizures, and no suicide attempts.

His behavior with the undersigned was consistent, though his stories were not. Given the unusual symptoms claimed by the defendant, the undersigned gave him two screening tests for malingering. He scored in the range of malingering for both tests.

Testing

SIMS (Structured Inventory of Malingered Symptomatology). This is a screen of different types of commonly exaggerated symptoms. The defendant scored 31, far above the threshold of 14 for likely malingering. His most serious exaggerations were on the scales for psychosis (6x the cutoff) and neurological impairment (almost 6x the cutoff). Other, less sever exaggerations were for amnesia (three times the cutoff) and a slight exaggeration on low intelligence (one over the threshold). This indicates that he is attempting to claim psychotic and neurological problems in a manner that is unlikely genuine. He exaggerates amnesia, and he may exaggerate low intelligence.

MFAST (Miller Forensic Assessment of Symptoms Test). This is a screen of different types of commonly exaggerated symptoms. The defendant scored 10, within range of *likely exaggeration*. He was most likely to endorse extreme symptoms (3) and also endorsed rare combinations, unusual hallucinations, and behavior that was not consistent with that others observed (2 each). He was only somewhat prone to endorse negative image or to be suggestible (1 each) and he did not endorse any unusual symptom course questions.

Diagnosis

Axis I: Substance Related Disorder, Severe
Axis II: Antisocial Personality Disorder
Narcissistic Personality Disorder
Axis III: Deferred to Physician
Axis IV: Pending Charges
Gang Affiliation
Axis V: 40

The defendant's drug of choice is pills. He used oxycontin pills regularly. He used this drug the morning before getting on the bus. In his first telephone call to his girlfriend she asks him about the event and he indicated to her "I love the percs". He also admitted using a variety of other drugs, had at least one arrest for drug traffic activity, and used alcohol to the point of blacking out. This is an unhealthy relationship with substances best diagnosed as a substance related disorder, severe.

The defendant exaggerated symptoms of mental illness in two measures. He is facing serious consequences for an act of extreme violence. He views hospital placement as a means to avoid prison:

February 16, 2022, "I'm gonna beat this dumba** case and come home"..

March 6, 2022, *"I play the role, go insane and s**, go to Mental Hospital"...*

March 27, 2022, *"..hopefully they send me to a mental hospital or something..we see how this plays out I might get to come home..Hopefully they let me go..let me do a program..take pills or something"...*

March 30, 2022, *"I ain't gonna lie I gotta come home..to a mental hospital or something like that, somewhere I can listen to music.."...*

March 31, 2022, *"I think they might send me to the loony bin! I might go to the nut house…..I could go crazy for sure...I hate being in this spot"...*

April 2, 2022, *"I just took a test the other day for mental placement, mental health test, they might send me to a hospital. I think it's gonna all work out I'm not stressing over it"…*

April 3, 2022, *"hopefully they let me go to..plead insanity…. If anything. I'm not sure..I don't want to but if I've*

got to"…

The intentional exaggeration or fabrication of mental illness for secondary gain in order to avoid sanctions is called malingering. Other indicators are the presence of unlikely and inconsistent symptoms (as noted by the tests), the lack of impact across life domains (which are impaired by behavior that is extremely antisocial but not indicative of mental illness) and the presence of antisocial personality disorder.

Antisocial Personality Disorder is a pervasive pattern of disregard for and violation of the rights of others as indicated by perpetual arrests, deceitfulness, impulsivity, aggression, reckless disregard for his own safety and the safety of others, irresponsibility, and lack of remorse. This is preceded by conduct disorder (a pattern of similar antisocial conduct prior to age 15) with arrests by age 14, fights, aggression, weapons, stealing, and truancy with gang affiliations. This resulted in impaired educational and social functioning. The pattern continued into maturity. There are references to criminal lifestyle in his telephone calls, along with delight in violence and manipulative and sadistic treatment toward his pregnant girlfriend.

Narcissistic Personality Disorder is also present in a pattern of grandiosity in fantasy and behavior, need for admiration, and lack of empathy. For this defendant this is evident in his expectation that he will be a famous rapper and is immensely talented with a legion of followers (such fantasies take up much of his time). He believes he is special and unique and that others he "allows" into his life are exceptionally fortunate. He requires admiration to the point of naming himself "King", absent commensurate background. He is entitled and expects automatic compliance with his expectations. He is interpersonally exploitative, lacking in empathy, and arrogant.

Health issues are best assessed by a physician.

He is facing charges. He is completely indoctrinated in gang lifestyle, with fixation on criminal glorification. Some examples are his use of the terms, "bulletproof", and "stay dangerous". He believes it appropriate to disregard law, to arm himself with firearms (in spite of orders against doing so), and to be prepared at all times to act out in violence.

Given his failure to achieve in any major life arena, a Global Assessment of Functioning score of 40 was appropriate.

<u>Specific Findings with Regard to Competency Issues:</u>

A) As the result of a mental disorder, is the defendant presently able to understand the nature and purposes of the charges?

Yes

B) Does the defendant presently have sufficient mental capacity to consult with an attorney and to assist rationally?

Yes

Submitted this 27th day of April, 2022, I remain yours truly in the service of Justice.

Sincerely,

Dr. Daisy Switzer PSY 20339

cc: District Attorney BY EMAIL ONLY
R. Marshall, Esq BY EMAIL ONLY

Within the scope of license and appropriate to opinion:

1) Is treatment with antipsychotic medication medically appropriate for this defendant?

Yes

Although not psychotic, he is on medication which may help curtail his extremely violent disposition.

2) Is antipsychotic medication likely to restore the defendant to mental competence?

NA

3) Does the defendant have the capacity to make decisions regarding antipsychotic medication?

Yes

4) Is antipsychotic medication likely to have side effects that would interfere with the defendant's

ability to understand the nature of the proceedings or assist counsel in the conduct of a defense in a reasonable manner?

Defer to treating doctor

5) If the defendant's mental disorder is not treated with antipsychotic medication is it probable that serious harm to the physical or mental health of the defendant will result?

No

6) Are less intensive treatments likely to have substantially the same results as antipsychotic medication?

Yes

Prolonged, monitored sobriety and behavioral restrictions

7) Is antipsychotic medication in the best interest of this defendant?

Defer to treating physician.

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Cameraman
Investigations
www.youtube.com/c/TheCameraman

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May 15, 2021

Robert L. Marshall, Attorney at Law
2445 Oro Dam Blvd East, Ste. 4
Oroville, CA 95966-6035

Re: In the matter of the People vs. Asaahdi Coleman, Defendant
Court Case No. 22CF00590

Dear Mr. Marshall:

At your request, I reviewed Dr. Daisy K. Switzer's CPC 1368 Competency Evaluation, dated April 27, 2022, on Mr. Asaahdi Coleman. After reading Dr. Switzer's 15 page report and then reviewing my own CPC 1368 Competency Evaluation on Mr. Coleman, dated March 6 of this year, I found myself beginning to question my own competency. Dr. Switzer and I did see the same defendant, probably under similar conditions at the Butte County Jail, but there may have been one significant or remarkable difference between my meetings and her meetings with Mr. Coleman; and that would have to do with Mr. Coleman's being compliant with a regimen of psychotropic medications when he met with her. His being on these medications, even the fact that he was being interviewed by a female rather than a male psychologist, could definitely have been a benefit to Dr. Switzer in terms of her being able to gather a more extensive database, as well as a higher degree of cooperation from Mr. Coleman.

Dr. Switzer did, like myself, make reference to the possibility of malingering, which would definitely not be uncommon or unpredictable when dealing with a sociopathic personality who has had extensive and chronic involvements with

members of the criminal justice system since he was a young adolescent. There is no question about the fact that Mr. Coleman has been a survivor, a gamer, a manipulator, and a con man, someone who plays others and plays the system to

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his own advantage. However, if Mr. Coleman was an intelligent person like Dr. Switzer seems to suggest, he would not have lived the destructive and self-destructive lifestyle that he has for so many years; and would not be looking at serving a life term in prison without the possibility of parole.

Dr. Switzer's acknowledges that, even if he was lying to her, Mr. Coleman made references to having experienced visual and auditory hallucinations. She also seemed to be aware that he has had serious exposure to brain damaging drugs over many years, as well as early-onset and possibly even prenatal exposure to combinations of drug, social-psychological, and cognitive deprivations. She did not address these things at all in developing some kind of provisional diagnoses or working hypotheses about what really might be going on in Mr. Coleman's mind.

Mr. Coleman's responses to many of Dr. Switzer's questions would definitely indicate to me the presence of rather substantial cognitive deficiency or impairment. Thinking about what he did and why he did it, what motivated him to shoot up the bus, was most definitely highly irrational, and suggested deluded thinking as well. Even Dr. Switzer, on page 9, made the statement, "He could not give a consistent story of events either within interviews or between interviews." He talked at one time about defending himself, at another time he indicated that he was being directed to kill somebody; and then "articulated that whatever acts he committed were essentially restitution for the way he perceived himself and other people of color as being persecuted by society."

Mr. Coleman's thinking was extremely overly simplistic and childlike when he discussed with Dr. Switzer the possibility that he "should go home, or send me to the hospital for a little bit to get stable on my medication." He exhibited absolutely no remorse for what he did, no insight into his mental health problems, and suggested to Dr. Switzer that, "If I go to the hospital and good behavior I can get out." Mr. Coleman told her that he was "just waiting to bail out." And indicated to her that he would now be willing to comply with conditions of probation, "because I want to go home." On the March 22, 2022 interview, Dr. Switzer made the statements, "He seemed somewhat delusional." And she reported this kind of delusional thinking, very similar to what I observed, when Mr. Coleman talked about plans to be a famous and wealthy rapper sometime in the future.

Mr. Coleman's thinking about his situation, about his defense, about a strategy for defense, and what might happen to him in terms of sentencing, is driven by

grandiose, delusional, even very regressed or childlike magical thinking. He most definitely does not have or possess an adequate appreciation for his current

status within the criminal justice system. In this regard, I would very much liked to have read what his responses were when asked about the roles of the significant others who will participate in the pending proceedings. Dr. Switzer simply made the statement, "He understood he role of counsel, judge, and prosecution." I would like to have read what should have been a discussion of forensic evidence, witness statements, death and injury reports, sentencing laws-rules, and the effectiveness of an NGI plea when a defendant admittedly was under the influence of some illegal substance.

Provided the same information that Dr. Switzer presented in her lengthy report, I would have come to a very different conclusion, at least with respect to the second-prong of the CPC 1368 Competency Test. I would not have been able to opine that Mr. Coleman was capable of working with his attorney in an adequately rational manner during the conduct of Mr. Coleman's defense. And I most definitely have to express my doubt as to whether or not Mr. Coleman possesses an adequate appreciation for his status within the criminal justice system; especially after he expressed to Dr. Switzer on several occasions that he thinks that medication compliance and possibly a short time at a mental hospital will serve society's and the victims' needs for justice.

If you have any further questions or need of input, please feel free to contact my office.

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