



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

June 06, 2023
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 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Management Association; Oroville City Employees Association; Oroville Police Officers Association
2. Pursuant to Government Code Section 54957(b), the Council will meet with the City Administrator and the Personnel Officer related to the following positions: Assistant City Administrator, Director of Code Enforcement, Business Assistance and Housing Director, Assistant Community Development Director, Police Chief, City Administrator

OPEN SESSION

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

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

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

CONSENT CALENDAR

Consent calendar **items 1 - 5** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. **APPROVAL OF THE MINUTES**

The Council may approve the minutes of May 16, 2023

RECOMMENDATION

Approve the minutes of May 16, 2023

2. **AWARD OF CONTRACT WITH FRANKLIN COSNTRUCTION, INC. FOR STANFORD AVENUE SCHOOL PARKING LOT PROJECT AND APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH OROVILLE CITY ELEMENTARY SCHOOL DISTRICT**

The Council may consider awarding a contract to Franklin Construction, Inc. for the construction of the Stanford Avenue School Parking Lot Project and approving Memorandum of Understanding with Oroville City Elementary School District (the District).

RECOMMENDATION

Staff recommends awarding a contract to Franklin Construction, Inc. for \$227,655.00 and allocating \$23,000.00 for contingencies and approve MOU. Staff recommends the Council authorize the City Administrator to execute the contract, and MOU with the District.

3. AMENDMENT TO AGREEMENT NO. 3387 FOR PROFESSIONAL SERVICES WITH NORTHSTAR

The Council may consider amending an existing Agreement for Professional Services Contract with NorthStar No.3387. The amendment would authorize adding additional services to the original agreement.

RECOMMENDATION

Staff recommends that the Council direct the City Administrator to approve the amendment.

4. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO. 3365 WITH R. L. HASTINGS AND ASSOCIATES LLC. TO EXTEND EXPIRATION DATE RELATED TO 20-CDBG-CV-2-3-00112

The Council may consider amending Professional Services Agreement No. 3365 for National Environmental Policy Act (NEPA) preparation work and for mandatory Labor Standards Monitoring with R. L. Hastings & Associates, LLC. to extend the expiration date of the agreement. The project is associated with the Community Development Block Grant Coronavirus Tranche 2 & 3 grant funds for the Oroville City Elementary School District's (OCESD) Wyandotte Avenue Academy Improvement Project. This grant's expenditure requirements are being extended to October 31, 2024. therefore staff would like to extend this agreement though October 31, 2024, to ensure all expenditure and reporting requirements are completed.

RECOMMENDATION

Adopt Resolution No. 9137- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, LLC THROUGH OCTOBER 31, 2024, FOR NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) PREPARATION AND LABOR STANDARDS MONITORING FOR WYANDOTTE AVENUE ACADEMY IMPROVEMENT PROJECT. - (Agreement No. 3365-1).

5. SECOND AMENDMENT OF MEMORANDUM OF UNDERSTANDING AGREEMENT NO. 3358 WITH OROVILLE CITY ELEMENTARY SCHOOL DISTRICT

The Council may consider amending the Memorandum of Understanding (MOU) Agreement no. 3358 with Oroville City Elementary School District, to extend the expiration date to December 31, 2024 and to increase the project budget by \$509,352.

RECOMMENDATION

Amend the MOU between the City of Oroville and the Oroville City Elementary School District through December 31, 2024 and increase the project budget to \$509,352.

REGULAR BUSINESS

6. 2023 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

The Council may receive information regarding the 2023 Community Development Block Grant (CDBG) Program Notice of Funding Availability (NOFA) and provide direction to staff.

RECOMMENDATION

Provide direction to staff.

7. COMMUNITY ENHANCEMENT FUNDING REQUEST

At the request of Council Member Riggs and Council Member Webber, the Council may consider contributing up to \$10,000 from the Community Enhancement budget account to the Fourth of July fireworks show being sponsored by the Oroville Chamber of Commerce.

RECOMMENDATION

Provide staff direction.

8. LOWERING OF SPEED LIMIT IN SCHOOL ZONES

At the request of Vice Mayor Smith and Council Member Webber, the Council may consider changing the speed limit in school zones (500 feet from or passing through the grounds of a school) to improve overall traffic safety.

RECOMMENDATION

Provide staff direction.

9. CANCELLATION OF JULY 5, 2023 REGULARLY SCHEDULED CITY COUNCIL MEETING

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

Given that the first Tuesday of the month of July falls on a Holiday (July 4th), the regularly scheduled Council meeting has been calendared for Wednesday July 5th (pursuant to the City Code).

RECOMMENDATION

Provide staff direction.

10. FISCAL YEAR 2023-24 PRELIMINARY BUDGET

The Council will receive the Preliminary Fiscal Year 2023-24 (FY 2023-24) Budget for review prior to the public hearing set for June 20, 2023.

RECOMMENDATION

Receive the FY 2023-24 Preliminary Budget

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 / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on June 20, 2023 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.



**May 16, 2023
MINUTES**

This agenda was posted on May 12, 2023. This meeting was recorded and may be viewed at cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

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

STAFF: City Administrator Brian Ring, Assistant City Clerk Jackie Glover, Business Assistance and Housing Director Amy Bergstrand, Code Enforcement Director Ron Belser, City Engineer Matt Thompson, Assistant Director of Community Development Dawn Nevers, City Attorney Scott Huber, City Treasurer Karolyn Fairbanks, Chief of Police Bill LaGrone.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.8, the Council met with Real Property Negotiators, City Administrator and City Attorney, regarding the properties commonly known as 1875 Feather River Blvd, Oroville, CA 95965.
2. Pursuant to Government Code Section 54957(b), the Council met with the Personnel Officer and City Attorney related to the following positions: Public Works Director and Community Development Director.

OPEN SESSION

1. Announcement from Closed Session – Mayor Pittman announced that direction was given; no action was taken.
2. Pledge of Allegiance – Led by Ophir Student Body Council.
3. Adoption of Agenda – Motion by Council Member Goodson and seconded by Council Member Riggs to adopt the agenda. Motion passed unanimously.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Pittman

NOES: None

ABSTAIN: None

ABSENT: None

PRESENTATIONS AND PROCLAMATIONS

1. Christina Buck, Assistant Director of the Butte County Department of Water and Resource Conservation, gave a presentation on possible long-term funding mechanisms for the Wyandotte Creek Groundwater Sustainability Agency.

The following individuals spoke on non-agenda items:

- Lynann Pilley
- Annie Terry
- Bill Speer

CONSENT CALENDAR

Motion by Council Member Riggs and seconded by Council Member Goodson to approve the consent calendar excluding items 2. Motion passed unanimously.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Pittman
NOES: None
ABSTAIN: None
ABSENT: None

1. APPROVAL OF THE MINUTES

The Council approved the minutes of December 6, 2022, March 28, 2023, April 4, 2023, April 18, 2023, and May 2, 2023.

3. PAVEMENT REHABILITATION LIST FOR SUBMITTAL TO CALIFORNIA TRANSPORTATION COMMISSION (CTC) FOR FUNDING COMPLIANCE

The Council **adopted Resolution No. 9136** - a Resolution of the city council of the city of Oroville Adopting a list of projects for Fiscal Year 2023-24 funded by SB 1: The Road Repair and Accountability Act of 2017

4. AWARD OF CONTRACT; NELSON AVENUE PAVEMENT REHAB PROJECT

The Council approved a contract to Knife River Construction for \$257,526.56 and allocating \$26,000.00 for contingencies and authorized the City Administrator to execute the contract.

5. FORECLOSURE OF 1218 BIRD STREET

The City Council **adopted Resolution No. 9134** - 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 1218 BIRD STREET., OROVILLE (APN 012-076-007)

6. LETTER OF SUPPORT TO THE USDA RURAL DEVELOPMENT TO REDESIGNATE THE CITY OF OROVILLE TO RURAL DESIGNATION

The Council authorized a Letter of Support to redesignate the City of Oroville to Rural Designation for USDA Rural Development Housing Programs.

7. RESOLUTION SUPPORTING THE PERIODIC DISPLAY OF AIRCRAFT OF HISTORICAL SIGNIFICANCE AT THE OROVILLE AIRPORT

The Council adopted **Resolution No. 9135** - A RESOLUTION OF THE OROVILLE CITY COUNCIL DECLARING SUPPORT FOR THE PERIODIC DISPLAY OF AIRCRAFT OF HISTORICAL SIGNIFICANCE AT THE OROVILLE AIRPORT.

2. CAPITAL PROJECT TASK ORDERS

The Council directed staff regarding the issuing of two (2) task orders for the design of the Phase 1 Historic Downtown Pavement Rehabilitation Project and Wyandotte Avenue Storm Drain Repair.

Motion by Vice Mayor Smith and seconded by Council Member Webber to direct the City Administrator to proceed with the task orders discussed above to NorthStar Engineering. Motion passed unanimously.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

REGULAR BUSINESS

8. MEMORANDUM OF UNDERSTANDING WITH EXPERT ADVISORY TEAM VISIT TO SOUTH OROVILLE TO MAKE REVITALIZATION RECOMMENDATIONS

Staff has invited a group of emeritus planners from the California Chapter of the American Planning Association (APA) to visit in June, conduct community workshops, and make recommendations to help revitalize South Oroville.

Motion by Council Member Goodson and seconded by Council Member Riggs to direct the City Administrator to execute the MOU once signed by APA, which includes travel cost expenditures of up to \$8,000. Motion passed unanimously.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

There were 0 public comments during this section.

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
 - a. Pittman – Toured the Havenscourt Daycare Facility, Spoke about the recent earthquake.
 - b. Goodson – Attended a NAACP meeting.
 - c. Riggs – Attended the Library County Ad Hoc Meeting
2. Future Agenda Items
3. Administration Reports
 - a. Departmental Reports for Council Update (month of April 2023).
 - b. The Council received a monthly written report regarding the activities, and general information for the Police Department.
 - c. Rings – Met with the Chief Administrative Officer, Supervisor Connelly and the Mayor and will meet quarterly, met with internal staff, State Parks and the Forebay Aquatics Center to discuss water play structures, spoke about the budget adoption process.
 - d. Belser – Working on Landscape Agreement Enforcement with commercial properties, spoke about working with behavioral health, spoke about upcoming fire inspections and software, and spoke about department training.

- e. Huber – Spoke about the statewide task force that he is a part of.
 - f. Nevers – Spoke about the Liberty Pole, the city hall flagpole; spoke about Hewitt Park Construction; and spoke about the projects at the On and Off ramps at Oro Dam Blvd and Montgomery St.
 - g. Bergstrand – Spoke about the city's Owner-Occupied housing rehab grant funds.
 - h. LaGrone – Spoke about children's tours of the public safety building; spoke about the NAACP meetings.
4. Correspondence
- a. PG&E Correspondence - Notice of Request to increase rates.

ADJOURN THE MEETING

Mayor Pittman adjourned the meeting at 6:05pm.

APPROVED:

ATTESTED:

Mayor David Pittman

Assistant City Clerk Jackie Glover



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: MATT THOMPSON, P.E. ACTING CITY ENGINEER

**RE: AWARD OF CONTRACT WITH FRANKLIN COSNTRUCTION, INC. FOR
STANFORD AVENUE SCHOOL PARKING LOT PROJECT AND
APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH OROVILLE
CITY ELEMENTARY SCHOOL DISTRICT**

DATE: JUNE 6, 2023

SUMMARY

The Council may consider awarding a contract to Franklin Construction, Inc. for the construction of the Stanford Avenue School Parking Lot Project and approving Memorandum of Understanding with Oroville City Elementary School District (the District).

DISCUSSION

In early 2021 the District requested the City of Oroville assist them in the repaving of the parking lot at Stanford Avenue Elementary School. Since the approval of this task at the February 4, 2021, City Council meeting, the City has contracted with NorthStar Engineering for the design of the project and contract document preparation.

The District has proposed the attached Memorandum of Understanding (MOU) to which the District agrees to reimburse the City for all engineering design work, construction management and construction costs for this project.

Plans and Specifications were issued for bid on April 10, 2023, and bids were received on May 11, 2023.

The lowest responsive bidder was Franklin Construction, Inc. at \$227,655.00. The engineer's estimate was \$289,656.00 with contingencies. Staff recommends allocating a contingency of approximately \$23,000.00 (10%) on the low bid for field changes and adjustment due to unforeseen circumstances.

FISCAL IMPACT

The funds in the amount of \$250,655.00 will come from Fund 302, Capital Improvement Fund, and shall be reimbursed by the District per attached MOU.

RECOMMENDATION

Staff recommends awarding a contract to Franklin Construction, Inc. for \$227,655.00 and allocating \$23,000.00 for contingencies and approve MOU. Staff recommends the Council authorize the City Administrator to execute the contract, and MOU with the District.

ATTACHMENTS

Bid Summary

Construction Contract

Memorandum of Understanding

Stanford Avenue School Parking Project Bid Opening			
Contractor	Bid Amount	Rank	Responsive/Non-Responsive
Consolidated Engineering, Inc.	\$ 222,021.00	1	Non-Responsive
Franklin Construction, Inc.	\$ 227,655.00	2	Responsive
B + M Builders, Inc.	\$ 304,381.00	3	Responsive
All-American Construction, Inc.	\$ 306,664.00	4	Responsive
Santos Excavating, Inc.	\$ 322,854.00	5	Responsive
Schreder & Brandt MFG, Inc.	\$ 369,675.77	6	Responsive

PROJECT CONTRACT

THIS PROJECT CONTRACT (the "contract" or "Contract") is made and entered into this day of _____, by and between City of Oroville (referred to herein as the "Owner" or the "City") and Franklin Construction, Inc. (the "Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. THE CONTRACT DOCUMENTS.

The complete contract is comprised of and may or may not include: Invitation for Bids; Information for Bidders; Bid Schedule; Proposal Form; Bidder's Bond; Contract; General Conditions; Special Provisions; Technical Provisions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Orders; Supplemental Drawings Issued; Drawings; Specifications and Contract Documents; All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid; The complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

All the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are hereinafter referred to collectively as the Contract Documents.

2. THE WORK.

Contractor agrees to furnish all tools, apparatus, facilities, equipment, labor, and materials (except that specifically mentioned as being furnished by others) necessary to perform and complete the work in a "good and workmanlike manner" as called for, and in the manner designated in, and in strict conformity with the Plans, Detail Specifications, and other Contract Documents which are identified by the signatures of the parties to this Contract and are, collectively, entitled:

"Stanford Avenue School Parking"

3. CONTRACT PRICE.

The City agrees to pay, and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: \$227,655.00. In no event shall Contractor's compensation exceed the amount of \$227,655.00 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

For the purpose of fixing the amount of bonds referred to in the Instructions to Bidders, it is estimated by both Parties that the total contract price shall be based on the Contractor's Base Bid amount.

4. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting the true value of any work done or any work omitted, or of any extra work which the Contractor may be required to do or respecting the size of any payment to the Contractor during the performance of this Contract, the dispute shall be informally mediated between the parties. Following such mediation, either party may file an action exclusively in the Butte County Superior Court or in the United States District Court, Eastern District of California. Under no condition shall there be a cessation of work by the Contractor during any such dispute. This article does not exclude recovery of damages by either party for delays.

5. PAYMENT.

Not later than the 20th day of each calendar month, the Contractor shall make a partial payment request to the City on the basis of an estimate approved by the Engineer of the work performed since the last partial payment request during the preceding month by the Contractor with five percent (5%) of the amount of each such estimate retained by the City, until completion of the Project and the recordation of a Notice of Completion of all work covered by this Contract. The City shall make any partial payments provided for in this contract to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor. The City shall pay the Contractor interest on the amount of any portion of a partial payment, excluding retention amounts, not made to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor at the legal rate set forth in California Code of Civil Procedure Section 685.010. Upon receipt of a partial payment request from the Contractor, the City shall review the partial payment request for the purpose of determining whether or not the partial payment request is a proper partial payment request. Any partial payment request determined by the City not to be a proper partial payment request suitable for payment shall be returned to the Contractor by the City within 14 days of the City's receipt of such partial payment request. A partial payment request returned to the Contractor by the City under the provisions of this section shall be accompanied by a written document setting forth the reason(s) why the partial payment request is not proper. The number of days for the City to make a certain partial payment provided for in this Contract, without incurring interest pursuant to this section, shall be reduced by the number of days by which the City exceeds the 14 day return period for such partial payment request, if determined to be improper, as set forth in this section. For the purposes of this section, a "partial payment" means all payments due to the Contractor under this contract, exclusive of that portion of the final payment designated as retention earnings. Also, for the purposes of this section, a partial payment request shall be considered properly executed by the City if funds are available to pay the partial payment request and payment is not delayed due to an audit inquiry by the City's financial officer. The City will release Contractor's retention earnings within 45 days after recordation of Notice of Completion, as defined in California Civil Code Section 3093. Recordation of a Notice of Completion for the Project by the City shall constitute the City's acceptance of the Project work.

6. TIME FOR COMPLETION.

All work under this contract shall be completed within a period of 45 working days from the date of the Contractor's receipt of a Notice to Proceed from the City.

7. EXTENSION OF TIME.

If the Contractor is delayed by acts of negligence of the City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City, or by any justifiable cause which the Engineer shall authorize, then the Contractor shall make out a written claim addressed to the City setting forth the reason for the delay and the extension of the time requested and forward a copy of the claim to the Engineer for approval. The Engineer will evaluate the claim and if the claim is justifiable, will request the City's approval. No such extension will be allowed unless a written claim therefore has been made within 3 days after the delay became apparent.

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Hundred Dollars (\$3,000.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

8. LABOR PROVISIONS.

The project is subject to both federal and state prevailing wages. The Contractor shall pay laborers the higher of either the federal or state prevailing wage rate determination for the trades to be utilized. The contractor and all subcontractors on the project shall complete electronic reporting of prevailing wage rate reports through the Department of Industrial Relations, with copies of such reports to be provided to the City.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.

As used in the following provision, the term "laborers" and "mechanics" include watchmen and guards.

a. Overtime Requirements. Neither the Contractor nor any subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of \$2,700 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.

c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or

subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. above.

d. Working conditions. Neither the Contractor nor any subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

e. Subcontracts. The Contractor and any subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a. through d. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d.

10. NONDISCRIMINATION.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

11. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from City. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

12. CIVIL RIGHTS.

The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

13. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

14. INFORMATION AND REPORTS.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City and shall set forth what efforts it has made to obtain the information.

15. SANCTIONS FOR NONCOMPLIANCE.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

16. INSPECTION OF RECORDS.

The Contractor shall maintain an acceptable cost accounting system. The City, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to this Contract or the Project for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for 3 years after the City makes final payment and all other pending matters are closed.

17. RIGHTS IN INVENTIONS.

All rights to inventions and materials, if any, generated under this contract are subject to regulations issued by the City. Information regarding these rights is available from the City.

18. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the City under this Contract. The duties and obligations imposed

by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

19. TERMINATION OF CONTRACT BY CITY

a. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of the Contractor's failure to fulfill its contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in process, delivered to the City.

b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been affected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in the second paragraph of this clause.

e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

20. INCORPORATION OF PROVISIONS.

The Contractor shall include the provisions of this contract in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations of directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21. CONTRACTOR CLAIMS OF \$375,000 OR LESS.

Claims by the Contractor relating to the Project for (a) a time extension, (b) money or damages arising from work done by, or on behalf of, the Contractor on the Project for which payment is not expressly provided for or to which the Contractor is not otherwise entitled, or (c) an amount that is disputed by the City, with a value of \$375,000 or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and the incorporated documents, conditions and specifications.

22. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

a. No Federal appropriated funds shall be paid, by or on behalf of the Contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the amendment or modification of any Federal grant.

b. If any funds other than Federal appropriated funds have been paid or will be paid by the Contractor or its subcontractors to any person for influencing or attempting to influence an officer or employee of the City, any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

23. ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and/or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

24. ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the day and year first herein written.

AGENCY: City of Oroville (First Party)

By: _____
Brian Ring

City Administrator
(Official Title)

CONTRACTOR: _____(Second Party)

By: _____
(Authorized Representative)

(Official Title)

**Memorandum of Understanding
Between
Oroville City Elementary School District
and
The City of Oroville**

Item 2.

This memorandum of understanding establishes a partnership between Oroville City Elementary School District ("District") and The City of Oroville ("City") for the construction of the parking lot at Stanford Avenue School. The District agrees to reimburse the City for expenses incurred for services provided by NorthStar of Chico, California, and Franklin Construction, Inc., of Chico, California, for the engineering design, construction management, and project construction. The estimated cost of the project is \$500,000.00, to be paid from developer fee funds.

Oroville City Elementary School District



Dr. Spencer Holtom - Superintendent

5.26.23

Date

The City of Oroville

Date



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: MATT THOMPSON, ACTING CITY ENGINEER

RE: AMENDMENT TO AGREEMENT NO. 3387 FOR PROFESSIONAL SERVICES WITH NORTHSTAR

DATE: JUNE 6, 2023

SUMMARY

The Council may consider amending an existing Agreement for Professional Services Contract with NorthStar No.3387. The amendment would authorize adding additional services to the original agreement.

DISCUSSION

The Council previously approved an Agreement for Professional Services with NorthStar of Chico for On-Call Civil Engineering and Planning Services on September 8, 2021. This amendment would add Quality Assurance / Quality Control services and Construction Management Services to existing Task Orders currently under contract with NorthStar.

QA/QC Services include an in-house construction plan check performed by NorthStar staff with no involvement in the design to ensure completeness of plans and scope of project has been fulfilled.

Construction Management Services include assisting the City Engineering Staff with project administration, revisions, final inspections, etc. once construction has begun City Staff handle majority of Construction Management and NorthStar will have a limited roll and will be used on an as needed basis.

Construction Management Services for Stanford Avenue School Parking Project: This is including full Construction Management of the project, NorthStar will have the majority roll in Construction Management and City Staff will have limited roll. Cost of this portion will be reimbursed by Oroville City Elementary School District per Memorandum of Understanding regarding Stanford Avenue School Parking Project.

FISCAL IMPACT

Individual Amounts shown in the attached Amendment represent the amounts to be added to the respective Task Orders.

Funding in the amount of \$99,726 will come from Fund 5021-6360 Local Transportation Fund – Outside Services. Funding in the amount of \$48,967.00 will come from Fund 302 Capital Improvement Fund This is the total amount and includes shall not exceed amounts for each project.

Funding in the amount of \$48,967.00 will be reimbursed by Oroville City Elementary School District upon completion of Stanford Avenue School Parking Project.

RECOMMENDATION

Staff recommends that the Council direct the City Administrator to approve the amendment.

ATTACHMENTS

Amendment 1 City Contract 3387.pdf



ADDENDUM NO. #1
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CONSULTANT AND CLIENT

DATE: June 2, 2023

CLIENT: Mr. Matt Thompson P.E.
Interim City Engineer
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
Transmitted Via Email:
mthompson@cityoforoville.org

CONSULTANT: NorthStar
111 Mission Ranch Blvd., Suite 100
Chico, CA 95926
(530) 893-1600

PROJECT: PSA: On-Call Civil Engineering & Planning **NS#:** 21-130
Services No. 3387

ADDRESS: Oroville, CA **APN:** N/A

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

1. This agreement will serve as an addendum to our original Services Agreement For On-Call Civil Engineering & Planning Services No. 3387, dated September 8th 2021. Work under this Agreement will be subject to the terms and conditions of our previous Agreement, except as noted below.
2. Consultant agrees to perform the additional services as set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Additional Scope of Services").
3. Client agrees (unless otherwise stated herein) to compensate Consultant for its Services according to the cost proposal attached hereto as Exhibit "B" and incorporated herein by this reference ("Cost Proposal for Additional Work").

B. GENERAL PROVISIONS:

1. **Timeline for Offer to Contract / Termination of Agreement.** This offer to contract for additional services is good for 14 days after the date shown below in the Consultant's signature block. If Client fails to sign this contract within 14 days, the offer for additional services shall be withdrawn making it null and void. Client may terminate this contract by giving notice to Consultant in writing and bringing all outstanding charges current prior to termination of Agreement.
2. **Liability Limits.** Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant's fee for services. Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client and all contractors and subcontractors is limited to three times

the contract amount for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorneys' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Client further agrees to notify all contractors and sub-contractors of this limitation of Consultant's liability to them and require them to abide by this limitation of damages suffered by any contractor or subcontractor arising from Consultant's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Consultant's actions or inactions.

3. **Preparation of Agreement.** By signing the Agreement, both parties consent that the Agreement has been prepared and negotiated equally by Client and Consultant.



IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CLIENT: CLIENT:

BY: _____
TITLE: _____
SIGNED: _____
DATE: _____

BY: _____
TITLE: _____
SIGNED: _____
DATE: _____

CONSULTANT: CONSULTANT:

BY: Fritz Mckinley
TITLE: Senior Engineer
LICENSE NO. RCE 59574
SIGNED: _____
DATE: _____

BY: Lambert O. Lowe
TITLE: Senior Engineer
LICENSE NO. RCE 59077
SIGNED: _____
DATE: _____

ATTACHMENTS included and made a part of this agreement:

X	EXHIBIT "A"	ADDITIONAL SCOPE OF SERVICES
X	EXHIBIT "B"	COST PROPOSAL & STANDARD RATE SCHEDULE

EXHIBIT "A"
SCOPE OF SERVICES

2-b Quality Assurance and Quality Control

Projects completed internally by NorthStar for The City of Oroville will be subject to review by a council of project adjacent city employees and the responsible person(s) in charge after the project(s) at 60% and 90 % Completion. The QA/QC with the City of Oroville will be performed in lieu of an outside plan check and is for the city to ensure the scope of the project has been fulfilled and to address conflicts that remain prior to advertising and bidding.

Costs for this will be an average of 10% of the project's budget for task 1-12 and 16. For additional projects completed by NorthStar, where NorthStar will also be performing QA/QC with the City of Oroville, the cost will be included in the proposal and be based on time and materials (see our attached fee rate subject to change annually).

2-c Construction Management Support

Construction management support was not originally built into our design proposals and will be added to this MSA addendum as a task order per project once the design has been completed. The City of Oroville will be providing their own construction management and NorthStar anticipates playing a supporting role to the City. This means being available for the following tasks including:

- Pre-construction meeting
- Weekly project meetings on an as-needed basis
- Change orders and revisions
- Requests for information and submittal support
- Final inspection
- Document management support
- Punch list and Project Closeout

Tasks that can be provided at an additional cost:

- Inspection
- Material testing

2-c-1 Stanford Avenue Elementary - Construction Management

Task 1: Construction Management

- Organizing and leading the pre-construction meeting for the project (assume 1 meeting)
- Coordination with the client and contractor
- Review and respond to Request for information (RFI) (maximum of 10 RFI)
- Review, accept and or reject product submittals (maximum of 10 submittals)
- Review the monthly progress payment request from the Contractor

- Process change order (CO) for Client's review (maximum of 5 CO)
- (12) Twelve On-site meeting during construction (assumes 1 meeting per week)
- Final walk through providing the Client and contractor with a punch list for the project

Task 2: Material Testing - M.T. Hall & Associates

- Subgrade & Aggregate Base - Includes Project Engineering Support, Data Review, Data Entry, & Transmittal of Test Results travel, Compaction Testing revision based on DWR and Client's comments.
- Includes Project Engineering Support, Data Review, Data Entry, & Transmittal of Test Results travel, Compaction Testing (Assumed 1 Pave Days)

Task 3: Construction Inspection (As-needed not to exceed \$21,680) /Report - M.T. Hall & Associates

- Northstar will provide site inspections and report as required by the Client.
- This task will be billed per inspection. The estimate assumes a maximum of (20) twenty inspections that are a maximum of 4hrs. The number of required inspection days will be determined at the pre-construction meeting as needed but the cost will not exceed \$21,680.
- This task includes documenting construction activities, active construction personnel and construction related issues.
- Review of the daily field inspection report

Task 4: Prepare As-built Plans

- Northstar will prepare as-built plans based on the information and plan changes during construction.
- (1) revision based on the City and Client's comments

EXHIBIT "B"

COST PROPOSAL

CONSULTANT FEE: The estimated fee to complete the Scope of Services is: \$ 148,692.00.

AWA No.1 Task 2-b Quality Assurance and Quality Control

Task 1: Stanford Avenue Elementary	\$2,624
Task 2: Nelson Avenue	\$2,648
Task 3: Oroville High School	\$3,789
Task 4: Oro Dam Boulevard & Pine Oak	\$6,608
Task 5: Ophir Road	\$10,053
Task 6: Oro Dam Boulevard & Acacia	\$7,289
Task 7: Washington Avenue	\$13,984
Task 8: Montgomery Roundabout	\$4,631
Task 9: Linden Avenue	\$5,059
Task 10: 5 th Avenue	\$12,279
Task 11: Lower Wyandotte	\$10,624
Task 12: Downer Street	\$4,428
Task 16: Fogg Avenue	\$6,334

AWA No.1 Task 2-c: Construction Management Support

Task 1: Nelson Avenue	\$6,000
Task 2: Oroville High School	\$6,000

AWA No.1 Task 2-c-1: Stanford Avenue Elementary Construction Management

Task 1: Construction Management	\$16,380
Task 2: Material Testing - MT Hall & Associates	\$5,543
Task 3: Construction Inspection – MT Hall & Associates (\$900/Day)	\$21,680
Task 4: Prepare As-built Plans	\$2,740



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

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

**RE: AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO. 3365
WITH R. L. HASTINGS AND ASSOCIATES LLC. TO EXTEND
EXPIRATION DATE RELATED TO 20-CDBG-CV-2-3-00112**

DATE: JUNE 6, 2023

SUMMARY

The Council may consider amending Professional Services Agreement No. 3365 for National Environmental Policy Act (NEPA) preparation work and for mandatory Labor Standards Monitoring with R. L. Hastings & Associates, LLC. to extend the expiration date of the agreement. The project is associated with the Community Development Block Grant Coronavirus Tranche 2 & 3 grant funds for the Oroville City Elementary School District's (OCESD) Wyandotte Avenue Academy Improvement Project. This grant's expenditure requirements are being extended to October 31, 2024. therefore staff would like to extend this agreement though October 31, 2024, to ensure all expenditure and reporting requirements are completed.

DISCUSSION

On April 6, 2021, the council approved an application for the usage of CDBG-CV 2 & 3 funding to make improvements to the OCESD Wyandotte Avenue Academy. Improvements include resurfacing the track, new irrigation infrastructure to the field, new, permanent solar lighting, new entry sidewalk, removal of an existing fence and installation of new fenced boundaries.

Staff released a Request for Proposal (RFP) to solicit bids from qualified consultants for NEPA preparation work and mandatory Labor Standards monitoring. Responses to the RFP were due by April 22, 2021. The RFP was sent to five (5) consultants, receiving only one (1) response with a bid, from R. L Hastings & Associates, LLC. The price for the NEPA Preparation is \$3,500 and Labor Standards Monitoring is \$1,500 per month, until the end of construction, up to twenty-four (24) months. The council approved the Professional Services Agreement with R. L. Hastings & Associates, LLC.

Staff were notified by the State that extensions were being considered for this grant through October 31, 2024. Staff submitted a request due to the following reasons:

- The plans for the project that needed to be approved by the Division State Architect took longer than expected. (Plans were submitted June 13, 2022, and we were notified of approval Oct 23, 2022).
- When the project was first put out to bid, no contractors showed up for the mandatory walk-thru.
- Since the first walk-thru was just before the holidays, the second walk-thru was not scheduled until January; and
- Materials that are needed for the project are on backorder.

FISCAL IMPACT

No General Fund Impact

RECOMMENDATION

Adopt Resolution No. 9137- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, LLC THROUGH OCTOBER 31, 2024, FOR NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) PREPARATION AND LABOR STANDARDS MONITORING FOR WYANDOTTE AVENUE ACADEMY IMPROVEMENT PROJECT. - (Agreement No. 3365-1).

ATTACHMENTS

A – Resolution No 9137
B – Agreement No. 3365-1

AGREEMENT FOR PROFESSIONAL SERVICES
(Agreement No. 3365-1)

This amended Agreement is made and entered into as of **June 6, 2023** by and between the **City of Oroville**, a municipal corporation ("City") and **Roy L. Hastings & Associates, LLC, 1765 Carson Rd., Placerville, CA 95667**("Consultant").

RECITALS

- 1) Consultant is specially trained, experienced and competent to provide the services as required by this Agreement; and
- 2) Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- 3) City desires to retain Consultant to prepare HOME Investment Partnerships Program annual monitoring documentation reports for multi-family rental housing projects.

AGREEMENT

- 1) **SCOPE OF SERVICES.** The Consultant shall furnish the following services in a professional manner:

Proposed Environmental Review services to be provided for each project should include but may not be limited to:

- Analyze and determine the proper level of environmental review for the project.
- Use the most current CDBG environmental review forms to complete the NEPA review process and obtain the proper back up documentation.

- Ensure the proper publications are made and the comment periods are completed. Assist the City in responding to any inquiries from the public or the state and ensure that the City receives approval from the state to expend activity construction dollars in a reasonable time period.
- Provide a set of the original documents to the City for their project's CDBG administration file and be available for questions when the state comes to monitor the project.
- Use the most current CDBG environmental review forms to complete the NEPA review process and provide the City with accurate complete form and back up documentation so that the environmental review record can be signed by the City's certifying officer.

Proposed Labor Standards Monitoring services to be provided for each project should include but may not be limited to:

- Establish and maintain a labor standards file which includes all the required CDBG documentation.
- Assist the project's engineer/architect with putting together a full bid package, including proper state and federal wage decisions, all the necessary state and federal labor standards, equal opportunity, and procurement language.
- Ensure that the project is well advertised to local and regional contractors and attend the pre-bid conference to ensure that all contractors understand what is

involved with the labor standards monitoring and federal requirements for the project.

- Do 10-day federal wage determination update and distribute to bidders at least 10 days prior to bid opening. Ensure procurement file is complete including all copies of bids (single source approval from state CDBG staff if necessary) and proof of contractor eligibility with state license current and not on federal debarred list and with proper bonding and insurance.
- Have City staff determine and write down why the contractor chosen for the project was selected and document that the selected contractor was approved by city council.
- Ensure the construction contract includes all necessary federal and state labor standards language and ensure the construction contracts between prime contractor and subcontractors contain the proper federal language and signed copies of each are in City labor standard files.
- Conduct a pre-construction conference and meet with each person who is completing the weekly certified payrolls for the contractor and subcontractors and do the wage rate matrix with these staff to determine if state or federal wage rates should be paid. Explain the weekly payroll review process to the payroll personnel and ensure they have the proper fringe benefit statements completed and back up documentation for each and for any apprentices which are being used.
- Review and approve each weekly certified payroll and follow up on any underpayments or problems. Document that the proper labor standards posters are present on the construction site. Conduct employee interviews with the proper

percentage of trades and cross reference with wage statements to document that the persons working on the site were the proper classification, doing the proper tasks and paid the proper wages.

- Have City file the proper semi-annual wage compliance reports and Section 3 annual reports with the state. Obtain documentation of all change orders and notice of completion.
- Be available at the time of state monitoring to show the full labor standards file to state CDBG staff and answer any questions.

2. TIME OF PERFORMANCE. The services of Consultant are to commence upon execution of this Agreement or Written State CDBG authority to expend grant funds prior to the execution of the Standard Agreement, and shall be completed by October 31, 2024.

3. COMPENSATION. Compensation to be paid to Consultant is set forth as follows: In no event shall Consultant's compensation exceed the amount of Three Thousand, Five Hundred (\$3,500) for NEPA Preparation and One Thousand Five Hundred, (\$1,500) per month, for Labor Standards Monitoring. Payment by City under this agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

4. METHOD OF PAYMENT. Consultant shall invoice to City describing the work performed. Consultant's invoice shall include a brief description of the services performed, the dates the services were performed, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the invoice by City staff.

5. EXTRA WORK. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which

is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6. TERMINATION. This Agreement may be terminated by the City immediately as provided in section 1 or for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

7. OWNERSHIP OF DOCUMENTS. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

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

nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement.

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

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

10. LOBBYING

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

11. CONSULTANT'S BOOKS AND RECORDS.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address

indicated for receipt of notices in this Agreement.

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

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

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

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

1. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
 2. possess no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
14. PROFESSIONAL ABILITY OF CONSULTANT. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work under this Agreement shall be performed by Consultant and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
15. COMPLIANCE WITH LAWS. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
16. LICENSES. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
17. INDEMNITY. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all

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

18. INSURANCE REQUIREMENTS. Consultant, is documenting the monitoring and submitting the reports to Housing and Community Development (HCD, on the city's behalf, therefore the City is waiving the errors and omissions insurance.
19. NOTICES. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Consultant:

**R.L. Hastings & Associates LLC
3027 Pualei Circle #201
Honolulu HI 96815**

20. ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive statement of agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and

representations are superseded in total by this Agreement.

21. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
22. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
23. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
24. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
25. CONTROLLING LAW VENUE. This Agreement and all matters relating to it shall be

governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.

26. LITIGATION EXPENSES AND ATTORNEY'S FEES. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
28. EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
29. AUTHORITY TO ENTER AGREEMENT. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement.

Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

30. PROHIBITED INTERESTS. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
31. DISCRIMINATION ACTS AND ASSURANCES The Consultant during the performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.
32. SECTION 3 REQUIREMENTS The work to be performed under this Agreement is

on a project assisted under a program assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements. The City at direction from the State, will take appropriate action pursuant to this agreement upon a finding that the Consultant or its subcontractor(s) is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.

33. NONDISCRIMINATION CLAUSE. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant shall comply with the provisions of the Fair Employment and

Housing Act (Government Code, Section 12900 et. seq.) And the applicable regulations promulgated thereunder (California Code of Regulation, Title 2, Section 7258.0 et. seq.) The applicable regulations of the Fair Housing Commission implementing the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligation under this clause to labor organizations with which they may have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

34. EQUAL EMPLOYMENT OPPORTUNITY. In rendering the services contemplated by this agreement with CITY, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. Consultant shall comply with Title IV of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section. Consultant shall also comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

Furthermore:

- a. Consultant shall take affirmative action to ensure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.
- c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.

35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this Agreement either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or the City in securing the goods or services hereunder shall be borne and paid for by the Consultant and by their surety under performance bond, if any, and, in addition to other remedies, the State of California and the City may deduct from any monies due or that thereafter become due to the Consultant

the difference between the price named in the particular agreements and the actual cost thereof to the State of California and the City.

36. COMPLIANCE WITH LABOR CODE OF STATE OF CALIFORNIA Pursuant to the provisions of Section 3700 of the Labor Code, Consultant will require every employer to be insured against liability for workman's compensation, or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of a particular agreement. Furthermore, Consultant shall also provide evidence of workmen's compensation insurance, unemployment insurance and disability insurance to cover all of Consultant's employees.
37. THE CIVIL RIGHTS ACT, HCD, AGE DISCRIMINATION AND REHABILITATION ACTS ASSURANCE During the performance of this Agreement the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.
38. THE TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS ASSURANCE OF COMPLIANCE
 - a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of

Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Consultant will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other agreement or understanding, if any, a notice advertising the said labor organization or worker's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to

the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. STATE NONDISCRIMINATION CLAUSE

- a. During the performance of this Agreement, Consultant and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and

the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

CITY OF OROVILLE

David Pittman, Mayor

CONSULTANT

Roy L. Hastings, Principal

APPROVED AS TO FORM:

ATTEST:

By:_____
Scott E. Huber, City Attorney

By:_____
Jackie Glover, Assistant City Clerk

**CITY OF OROVILLE
RESOLUTION NO. 9137**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, LLC THROUGH OCTOBER 31, 2024, FOR NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) PREPARATION AND LABOR STANDARDS MONITORING FOR WYANDOTTE AVENUE ACADEMY IMPROVEMENT PROJECT. - (Agreement No. 3365).

(Agreement No. 3365-1)

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

1. The Mayor is hereby authorized and directed to execute an amended Professional Services Agreement between the City of Oroville and R. L. Hastings & Associates, LLC. through October 31, 2024. A copy of the Agreement is attached hereto as Exhibit "A."
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on June 6, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

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

**RE: SECOND AMENDMENT OF MEMORANDUM OF
UNDERSTANDING AGREEMENT NO. 3358 WITH OROVILLE CITY
ELEMENTARY SCHOOL DISTRICT**

DATE: JUNE 6, 2023

SUMMARY

The Council may consider amending the Memorandum of Understanding (MOU) Agreement no. 3358 with Oroville City Elementary School District, to extend the expiration date to December 31, 2024 and to increase the project budget by \$509,352.

DISCUSSION

On April 20, 2021, the City Council approved a Memorandum of Understanding with the Oroville City Elementary School District to utilize Community Development Block Grant Coronavirus (CDBG-CV) Tranche 2 & 3 funding to make improvements to the Wyandotte Avenue Academy. The grant application for these funds was due May 7, 2021.

During State CDBG's preliminary review, recommendations were provided to amend the MOU to include a clause that states the "improved property will be open to the public and will serve to meet a national objective for a minimum of five (5) years". That amendment was approved by the council on June 1, 2021.

Staff was notified by the State that extensions were being considered for this grant through October 31, 2024. Staff submitted a request due to the following reasons:

- The plans for the project that needed to be approved by the Division State Architect took longer than expected. (plans were submitted June 13, 2022, and we were notified of approval Oct 23, 2022);
- When the project was first put out to bid, no contractors showed up for the mandatory walk-thru;

- Since the first walk-thru was just before the holidays, the second walk-thru was not scheduled until January; and
- Materials that are needed for the project are on backorder.

Staff is requesting the Council approve the extension of this MOU through December 31, 2024, to ensure all expenditures and reporting requirements are met. Additionally, a program amendment to increase the project budget to \$509,352 was approved by State CDBG on December 6, 2022. The amount of \$112,488 was transferred from the Utility Assistance Program (UAP) grant no. 20-CDBG-CV-2-3-00113 that was cancelled due to no interested applicants.

FISCAL IMPACT

No General Fund impact.

RECOMMENDATION

Amend the MOU between the City of Oroville and the Oroville City Elementary School District through December 31, 2024 and increase the project budget to \$509,352.

ATTACHMENTS

Second Amended MOU Agreement No. 3358 with OCESD

SECOND AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF OROVILLE AND OROVILLE CITY ELEMENTARY SCHOOL DISTRICT

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Oroville, whose address is 1735 Montgomery St., Oroville CA 95965, and the Oroville City Elementary School District whose address is 2795 Yard St., Oroville CA 95966.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Parties will operate Wyandotte Academy Infrastructure Improvement Project as funded by the Community Development Block Grant (CDBG) funding from HUD as administered by the State of California Department of Housing and Community Development (Department). This project is funded through the CDBG grant – CV2 & 3, 2021 and CDBG Program Income in the amount of \$509,352. Wyandotte Academy Infrastructure Improvement Project will include the removal of the existing fencing, a new sidewalk entrance, resurfacing of the track and tennis courts, a new drainage system for the field and courts, new, permanent solar lighting, new fencing around the nearby schools.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and the governing bodies of the Parties’ respective counties or municipalities and shall remain in full force and effect until October 31, 2024. This MOU may be terminated, without cause, by either Party upon 30-day written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of City of Oroville.** As the lead agency, the City of Oroville; more specifically, the Business Assistance and Housing Development Department, will be responsible for the following tasks related to the Wyandotte Academy Infrastructure Improvement Project:

1. Execution of Grant Standard Agreement and Establishing Budget
2. Procurement/Award of Environmental Consultant to Complete the NEPA
3. Procurement/Award of Labor Standards Monitoring Consultant to monitor wages during construction
4. Verifying that the procurement of the contractor to do the infrastructure work was procured according to CDBG and State guidelines
5. Process contractor payment requests
6. Prepare reporting to State CDBG
7. Closeout and final Reports o CDBG

5. **Responsibilities of Oroville City Elementary School District.** The Oroville Elementary School District will be responsible for the following tasks related to the Wyandotte Academy Infrastructure Improvement Project:

1. Procure Contractor for construction
2. Project Management of construction
3. Schedule inspections
4. Submit payment requests to the City for reimbursement
5. Provide required documentation to the City, as necessary

6. **General Provisions**

A. Amendments. Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the Superior Court of Butte County, California.

D. Entirety of Agreement. This MOU, consisting of four (4) pages, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

F. Sovereign Immunity. City of Oroville and Oroville City Elementary School District and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

H. CDBG Program Terms and Conditions. The Parties agree to administer all funding and activities identified in this MOU in compliance with the Standard Agreement executed with the Department for said activities and funding. The Parties agree City of Oroville shall be the executor of the Department's Standard Agreement, and that primary communication

regarding the activity will occur with City of Oroville. It is the responsibility of the Parties to this MOU to communicate and transfer performance and regulatory requirements to applicable Parties, including contractors and subrecipients. Failure to administer funds and or activities in accordance with HUD regulations, and the terms and conditions identified in the applicable Standard Agreement will result in performance penalties toward all Parties of this MOU, and may result in repayment of expended CDBG funds in the event that the costs were determined to be ineligible, or that the funds failed to meet a National Objective, as identified in title 42 of United States Code, Section 5301 and title 24 of the Code of Federal Regulations section 570.483. Additionally, the property will be open to the public and will serve to meet a national objective for a minimum of five years.

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8. Signatures. In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

City of Oroville

Brian Ring, City Administrator Date

Oroville City Elementary School District

Spencer Holtom, Superintendent Date



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

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

**RE: 2023 COMMUNITY DEVELOPMENT BLOCK GRANT
APPLICATION**

DATE: JUNE 6, 2023

SUMMARY

The Council may receive information regarding the 2023 Community Development Block Grant (CDBG) Program Notice of Funding Availability (NOFA) and provide direction to staff.

DISCUSSION

CDBG funds are provided as grants to non-entitlement jurisdictions. Non-entitlement jurisdictions are cities and counties that do not receive CDBG directly and must compete for funding. The objectives of the CDBG program are to develop viable communities by the provision of decent affordable housing, suitable living environment, and to expand economic opportunities, principally for the benefit of low- and moderate-income (LMI) persons, families, households and neighborhoods. LMI is defined as neighborhoods, families, households and individuals whose income does not exceed 80 percent of the county median income.

During the May 17, 2023, Housing and Community Development (HCD) Office Hours session, State CDBG announced their intention to release the CDBG 2023 NOFA at the end of June. During this session, many changes and limitations to the NOFA were outlined, the most significant changes are described below.

- 1) The 2023 Notice of Funding Availability (NOFA) will be released with approximately \$30 million in federal funds. Broken into the following categories:
 - 80% (\$24M) Over the Counter (OTC) - reviewed for threshold and approved first-come- first-serve basis.

- 10% (\$3M) Competitive-scored and reviewed after all applications are submitted.
 - 7% Administration
 - 3% State Operations
- 2) Each application must have a Housing or Economic Development Nexus.
- 3) 2019 Waitlist projects are a priority of funding and will have 30 days to complete the application before it's open to new OTC applications (the City does not have any projects on this waitlist).
- 4) Each jurisdiction can submit two (2) applications for a total of \$3.25 Million. Either two (2) Competitive (which are limited to a total of \$250K each); or one (1) OTC and one (1) Competitive.
- 5) OTC applications include the following activities:
- Public Facilities-up to \$3.25 million
 - Infrastructure projects - up to \$3.25 million
 - Economic Development program (includes Micro enterprise and For - Profit assistance - up to \$1.5 million
 - Housing Programs (includes Homebuyer and Rehabilitation) - up to \$1.5 million.
- 6) Competitive applications include the following activities:
- Public Service - up to \$250K per app (max 2)
 - Planning - up to \$250K

Estimates for OTC:

- There is \$31.5 million in Waitlisted projects from 2019 (15 applications)
- \$12 million is available from the 2022 NOFA
- \$8 million is available from prior year funding that hasn't been spent
- \$24 million is available for OTC from 2023 NOFA

(There is total of \$44 million available for OTC projects, minus \$31.5 million in Waitlisted OTC projects which leaves \$12.5 Million for new OTC projects)

Eligible Activities must meet one of the three national objectives:

1. Benefit to LMI persons
2. Slums and Blight on an area basis (SBA) or on a spot basis (SBS)
3. Urgent need. None will be accepted with this NOFA without prior Department approval

Activities may include projects or programs related to the major categories listed previously. The City of Oroville may use unanticipated CDBG Program Income for supplementing potential activities that meet a National Objective through proposed current and pending general and economic development grants.

Staff recommend submitting one (1) application for OTC and one (1) application for the Competitive. Specifically, there are two options for the OTC: submit for First Time Homebuyers funding of \$1.5M or submit for funding for another new fire engine. Staff recommend submitting for the First Time Homebuyers funding for this round due to the limited funding currently available for this program. Staff would revisit funding for another fire engine next year.

For the Competitive, there are multiple agencies that would likely apply for this limited (\$250K per app) funding. Staff would release a Request for Proposal to local nonprofits to determine who be awarded that funding.

FISCAL IMPACT

None

RECOMMENDATION

Provide direction to staff.

ATTACHMENTS

05.17.23 HCD Newsletter



New Resources Available

Website and Grant Management Manual

HCD's updated website went live in May of 2022. There is lots of information contained within the many tabs and buttons on [HCD's Community Development Block Grant page](#).

To access all the resources found on this page, scroll down to where you see five dark blue tabs. The open tab is light blue with black text. The closed tabs are dark blue with white text (scroll down to see all information in this tab). Click on each of the tabs to open the relevant information.

The last tab is the **Grants Management Manual**. Here you will find updated Chapters, Tools, and Appendices all designed to assist CDBG grantees in setting up, operating, and closing out CDBG compliant programs and projects.

Webinars

In addition to the resources above, HCD has posted several recorded videos to the Department's YouTube channel. Check out these great informational and training videos: [HCD YouTube - CDBG Workshops and Trainings Playlist](#)

For office hours recordings, please see our [CDBG Office Hours Recordings Playlist](#).

HUD Exchange Resources

HCD recommends that grantees review these new HUD posted resources:

- Section 3 Final Rule trainings, sample forms, and HUD resources on the DR Subrecipient Trainings page found here: [Disaster Grant Administration & Reporting | California Department of Housing and Community Development](#). When you click on the Subrecipient Trainings slide out, please scroll down to the Section 3 header to find all the information.
- HUD Exchange Section 3 Tools found here: [new and revised tools \[HUD Exchange\]](#)
- CDBG Income Survey Guidebook & Toolkit: [CDBG Income Survey Toolkit \[HUD Exchange\]](#)



HCD CDBG Resources

Please see the two new resources HCD has added to our website:

- Under the 'Resources' tab: [CDBG Management Memo #22-08: Program Requirement Standardization](#)
- Under the 'Grants Management Manual' tab: [Tool 5-12: Understanding SAM.gov Requirements](#)

HCD Office Hours Updates

- If you don't already receive emails from HCD, here are links to get signed up:
 - Stay in touch with HCD (scroll all the way to the bottom and click "Federal Programs": [HCD E-mail Listserv Signup](#)
 - Register for Office Hours:
[CDBG and CDBG-CV Office Hours - Zoom Registration](#)
- Due to added resources (GMM, trainings) FAQ, newsletter, we are moving to an every other week Office Hours starting with the September 7, 2022 Office Hours, the next Office ours is scheduled for May 31st, 2023.
 - This will not reduce our availability to respond to grantee needs. We strive to be very responsive to emails, phone calls and individual requests for technical assistance.
 - This will allow staff to put together meaningful programming including:
 - Training
 - Guest speakers
 - Requests for stakeholder input
- 2023 NOFA Preview
 - CDBG Team proposes the following:
 - \$30 million NOFA – 80% Over-the-Counter (OTC), 10% Competitive, 7% Admin, 3% State Operations
 - Competitive (scored and reviewed after all applications are submitted) includes Public Services and Planning



- OTC (reviewed for threshold requirements and approved on a first-come first-serve basis) includes Housing, Public Facilities, Infrastructure Projects & Housing and Economic Development Programs
- Each application must establish whether it has a Housing or ED nexus or both.
- 2019 Waitlisted projects will have the opportunity to apply before other OTC applicants during a 30-day window

■ Limits:

- Up to 2 applications per jurisdiction:
 - Either 2 competitive or 1 competitive and 1 OTC
- Up to \$3.25 total per jurisdiction
 - Public Facilities and Infrastructure – up to \$3.25 million
 - Housing Programs (can include Homebuyer and Rehab) – up to \$1.5 million
 - ED Programs (can include Microenterprise and For-Profit Assistance) – up to \$1.5 million
 - Public Services – up to \$250K
 - Planning – up to \$250K

■ Estimates for funding the 2019 Over-the-Counter Waitlist

- Currently \$31.5 Million in waitlisted projects (15 applications)
- Approximately \$12 Million available from the 2022 NOFA
- Approximately \$8 Million available from prior year funding
- \$24 Million available for OTC projects under the 2023 NOFA
- \$44 Million available less \$31.5 Million for the OTC projects = Approximately \$12.5 million for new OTC applicants in 2023

■ CDBG/CDBG-CV for ESG-CV Transition

- HUD has recently issued guidance on the use of CDBG funds for ESG-CV eligible activities:



<https://files.hudexchange.info/resources/documents/COVID-19-Using-CDBG-Funds-for-ESG-CV-Eligible-Activities.pdf>

- Our team is currently doing a cross-walk of all active CDBG-CV awards to see if any are funding ESG-CV eligible activities.
- If you have interest in expanding ESG-CV activities with CDBG/CDBG-CV funds, contact your GA or HCD Representative as soon as possible.

■ Desk-top Review of CDBG-CV Agreements

- Grant Administrators (GAs) will be conducting Desk-top Reviews of all CDBG-CV Standard Agreements prior to Closeout.
- Desk-top Review will include GAs reviewing:
 - Program Guidelines
 - Environmental Review Records
 - Duplication of Benefits
 - National Objective
 - Cost Eligibility
 - Section 3 & Labor Standards (as applicable)
- Please be prepared to provide requested information in a timely manner and be open to promptly correcting documents to ensure compliance.

- Grantees who will not be expending any of their CDBG-CV funds and wish to withdraw must notify their GA as soon as possible, to complete and submit a withdrawal form. CDBG-CV withdrawal (meaning a grantee who will return all program funds and not move forward with a CDBG-CV eligible activity), after February 28, 2023, will negatively impact scores for 2023 Annual CDBG awards.
- HUD announced on April 18th that it has removed the 80% expenditure deadline requirement for CDBG-CV funds. HCD anticipates being able to amend certain contracts to extend expenditure deadlines and is creating a process for this. HCD's HUD Field Office has advised the CDBG staff to await further guidance before proceeding. More direction will be coming soon.
- Link to HUD announcement: [Federal Register: Notice of Change to an Expenditure Deadline Under the CARES Act for Community Development Block Grant Program Coronavirus Response](#)

HCD Office Hours Newsletter May 17, 2023



CDBG-CV Standard Agreement Extensions

CDBG-CV1

If you have this type of project...	Then you can request this type of change...	By following this process...
Non-construction projects/programs	Time only extensions until 2/28/2024	1. Grantee's authorized representative submits a short email requesting extension. 2. CA HCD uploads the email to a CA HCD-initiated amendment package and generates an STD 213A. 3. Grantee signs and returns the provided STD 213A ■ Deadline to Apply: PASSED
Construction projects only	Time only extensions until 10/31/2024	1. Grantee's authorized representative submits a short email requesting extension. 2. CA HCD uploads the email to a CA HCD-initiated amendment package and generates an STD 213A. 3. Grantee signs and returns the provided STD 213A ■ Deadline to Apply: PASSED

9



CDBG-CV Standard Agreement Extensions

CDBG-CV2/3

If you have this type of project...	Then you can request this type of change...	By following this process...
ALL CDBG-CV2/3 projects/programs	Time only extensions until 10/31/2024	1. Grantee's authorized representative submits a short email requesting extension. 2. CA HCD uploads the email to a CA HCD-initiated amendment package and generates an STD 213A. 3. Grantee signs and returns the provided STD 213A ■ Deadline to Apply: July 31, 2023

10



Office Hours Q&A Recap

Question: Can we assume the 2023 OTC application will be fairly the same as the last one in eCivis? And you want NEPA complete right? And Plans/Specs complete?

Answer: The application will be fairly similar to the previous eCivis application, aside from small changes/updates/improvements. The environmental usually causes the most delays, so those items that you mentioned are required so that the project is shovel-ready at the time of application. Note: if award is received, preparation of the NEPA and other predevelopment costs are reimbursable as pre-award costs.

Question: Is the Economic Development Working Session only for CV or general CDBG programs as well?

Answer: It is open to everyone; however, the invitation list was created through the contacts we have accessible through our CV reporting. If you are an annual program, who administers Economic Development and you did not receive the invitation, we will forward it to you. If you wish to attend today and have not received an invitation link, please provide your email to the panelists in the chat and we will get you a registration link.

Question: Will BABA (Build American Buy American) pass through to 2022 Business Assistance beneficiaries? Let's say a restaurant receives a small loan to modernize their kitchen equipment, would they have to demonstrate that X% of their award goes towards purchasing American made equipment?

Answer: Build America By America requirements do not take effect until our 2023 beneficiaries, so it will not affect any 2022 programs.

Question: Will we still be able to apply for up to 3 different CDBG projects?

Answer: For the 2023 NOFA you will be able to apply for up to two applications: either 2 competitive or 1 competitive and one OTC application. The maximum award per jurisdiction will be 3.25 million. See "2023 NOFA Preview" slides.

Question: What if we may potentially want to start applying for Economic Development Grants; would the session be a place to start or is there other guidance?

Answer: That would be a good place to start, as well as talking to your rep about what you are interested in and reviewing the Economic Development Appendix of the GMM.



Question: What about housing rehab or ED for 2023 NOFA?

Answer: Per the listening sessions we had earlier this year, we are changing what qualifies as OTC. Housing, Public Facility and Infrastructure projects and Housing and Economic Development Programs will all be reviewed Over-the-Counter for threshold requirements and approved on a first-come, first-serve basis. The only types of applications that will be competitive are public services and planning.

Question: Is OTC only a construction project?

Answer: No, OTC is changing this year to include Housing and Economic Development Programs.

Question: OTC will be 1st come 1st serve if meeting threshold?

Answer: Yes. Over-the-Counter is a process that does not use a competitive rating and ranking process to determine awards. In the OTC process, the Department continuously accepts and evaluates applications until funds are exhausted.

Question: Will the 2023 CDBG NOFA still be released sometime in June?

Answer: We are still working out getting the NOFA reviewed/approved through our internal channels, so it is possible the date may be pushed out a bit, but we are still striving for the end of June.

Question: Is there going to be a list of possible combos for the 2023 applications (NOFA)?

Answer: Jurisdictions will be able to apply for up to \$3.25 million. Maximum number of applications will be 2 – either 2 competitive or 1 competitive and 1 Over-the-Counter. Please see the 2023 NOFA Preview Slides for more detail.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS
FROM: BRIAN RING, CITY ADMINISTRATOR
RE: COMMUNITY ENHANCEMENT FUNDING REQUEST
DATE: JUNE 6, 2023

SUMMARY

At the request of Council Member Riggs and Council Member Webber, the Council may consider contributing up to \$10,000 from the Community Enhancement budget account to the Fourth of July fireworks show being sponsored by the Oroville Chamber of Commerce.

DISCUSSION

At its April 4, 2023 regularly scheduled City Council Meeting, the Council established a Community Enhancement account in the City Council budget unit. This account provides an avenue for Council Members to make requests that the Council support local projects or events that impacted the quality of life of our residents or provided a community benefit. There was also a requirement that the funds requested from this account be used as matching funds for the event or project. The account was funded with \$20,000 for Fiscal Year 2022-23.

The Oroville Chamber of Commerce is coordinating the Fourth of July fireworks show for the City. The anticipated cost of this event is slated to be, at a minimum, \$20,000. Council Member Riggs and Council Member Webber request that up to \$10,000 from the Community Enhancement account be used to match funds needed for this event. The Oroville Chamber of Commerce is actively seeking donations at this time to help fund this event.

FISCAL IMPACT

There is currently \$20,000 in this account.

RECOMMENDATION

Provide staff direction.

ATTACHMENTS:

None.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS
FROM: BRIAN RING, CITY ADMINISTRATOR
RE: LOWERING OF SPEED LIMIT IN SCHOOL ZONES
DATE: JUNE 6, 2023

SUMMARY

At the request of Vice Mayor Smith and Council Member Webber, the Council may consider changing the speed limit in school zones (500 feet from or passing through the grounds of a school) to improve overall traffic safety.

DISCUSSION

Vehicle Code section 22358.4 allows a local authority to lower the speed limit in school zones.

Prior to the reducing the speed limit, an engineering and traffic study may be conducted. Such a study would include, among other requirements, a review of accidents in the area, road conditions, and residential density.

Changing the speed limit would require the Council to pass an ordinance or resolution.

Staff could reach out to the various schools to gather additional input should it be the Council's desire.

FISCAL IMPACT

Staff time and material costs to install new signage would be dependent on the number of schools where the speed limit is reduced and the number of streets leading into the school zone.

RECOMMENDATION

Provide staff direction.

ATTACHMENTS:

Vehicle Code Section 22358.4

State of California**VEHICLE CODE****Section 22358.4**

22358.4. (a) (1) Whenever a local authority determines upon the basis of an engineering and traffic survey that the prima facie speed limit of 25 miles per hour established by subdivision (b) of Section 22352 is more than is reasonable or safe, the local authority may, by ordinance or resolution, determine and declare a prima facie speed limit of 20 or 15 miles per hour, whichever is justified as the appropriate speed limit by that survey.

(2) An ordinance or resolution adopted under paragraph (1) shall not be effective until appropriate signs giving notice of the speed limit are erected upon the highway and, in the case of a state highway, until the ordinance is approved by the Department of Transportation and the appropriate signs are erected upon the highway.

(b) (1) Notwithstanding subdivision (a) or any other provision of law, a local authority may, by ordinance or resolution, determine and declare prima facie speed limits as follows:

(A) A 15 miles per hour prima facie limit in a residence district, on a highway with a posted speed limit of 30 miles per hour or slower, when approaching, at a distance of less than 500 feet from, or passing, a school building or the grounds of a school building, contiguous to a highway and posted with a school warning sign that indicates a speed limit of 15 miles per hour, while children are going to or leaving the school, either during school hours or during the noon recess period. The prima facie limit shall also apply when approaching, at a distance of less than 500 feet from, or passing, school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children and the highway is posted with a school warning sign that indicates a speed limit of 15 miles per hour.

(B) A 25 miles per hour prima facie limit in a residence district, on a highway with a posted speed limit of 30 miles per hour or slower, when approaching, at a distance of 500 to 1,000 feet from, a school building or the grounds thereof, contiguous to a highway and posted with a school warning sign that indicates a speed limit of 25 miles per hour, while children are going to or leaving the school, either during school hours or during the noon recess period. The prima facie limit shall also apply when approaching, at a distance of 500 to 1,000 feet from, school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children and the highway is posted with a school warning sign that indicates a speed limit of 25 miles per hour.

(2) The prima facie limits established under paragraph (1) apply only to highways that meet all of the following conditions:

(A) A maximum of two traffic lanes.

(B) A maximum posted 30 miles per hour prima facie speed limit immediately prior to and after the school zone.

(3) The prima facie limits established under paragraph (1) apply to all lanes of an affected highway, in both directions of travel.

(4) When determining the need to lower the prima facie speed limit, the local authority shall take the provisions of Section 627 into consideration.

(5) (A) An ordinance or resolution adopted under paragraph (1) shall not be effective until appropriate signs giving notice of the speed limit are erected upon the highway and, in the case of a state highway, until the ordinance is approved by the Department of Transportation and the appropriate signs are erected upon the highway.

(B) For purposes of subparagraph (A) of paragraph (1), school warning signs indicating a speed limit of 15 miles per hour may be placed at a distance up to 500 feet away from school grounds.

(C) For purposes of subparagraph (B) of paragraph (1), school warning signs indicating a speed limit of 25 miles per hour may be placed at any distance between 500 and 1,000 feet away from the school grounds.

(D) A local authority shall reimburse the Department of Transportation for all costs incurred by the department under this subdivision.

(Amended by Stats. 2016, Ch. 208, Sec. 15. (AB 2906) Effective January 1, 2017.)



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: CANCELLATION OF JULY 5, 2023 REGULARLY SCHEDULED CITY COUNCIL MEETING

DATE: JUNE 6, 2023

SUMMARY

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

Given that the first Tuesday of the month of July falls on a Holiday (July 4th), the regularly scheduled Council meeting has been calendared for Wednesday July 5th (pursuant to the City Code).

DISCUSSION

The 4th of July holiday tends to be a time where many will travel to be with their family, friends and loved ones. The Council may consider the cancellation of the regularly scheduled July 5th City Council meeting.

FISCAL IMPACT

None.

RECOMMENDATION

Provide staff direction.

ATTACHMENTS:

None.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

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

RE: FISCAL YEAR 2023-24 PRELIMINARY BUDGET

DATE: JUNE 6, 2023

SUMMARY

The Council will receive the Preliminary Fiscal Year 2023-24 (FY 2023-24) Budget for review prior to the public hearing set for June 20, 2023.

DISCUSSION

The Council is presented with the Preliminary FY 2023-24 Budget, which reflects staff analysis and recommendations for the upcoming fiscal year. The Adopted Budget, which will be presented to the Council on June 20, 2023, will reflect any changes from Council direction given on June 6, 2023. The Budget, if adopted on June 20, 2023, will be the City's working Budget.

MAJOR HIGHLIGHTS

Revenues

Staff are starting to see our revenue sources show signs of flat lining in response to an economic slowdown and have been mindful of this fact in developing this Preliminary Budget.

Expenditures

Most expenditures continue to rise, and salaries and benefits continue to be the largest expense. There is currently a nationwide hiring crisis, and our city is no exception. While we budget for every allotted position in the budget, we continue to see annual budget savings from vacant positions. This trend is likely to continue this fiscal year as staff work to fill the vacant positions.

On March 28, 2023, the City Council conducted a Goals and Priorities workshop to help establish focal points for the upcoming fiscal year. The top priorities were identified as:

- Road Repairs
- Staffing/Recruitment/Training
- Customer Service
- Developing a plan to replace aging Fire Equipment

Road Repairs, road rehabilitation continues to be a high priority for the city and is a focal point in this Preliminary Budget. The city utilizes many sources of revenue for road maintenance and is scheduled to have many projects started and others completed this fiscal year. Most of these larger projects tend to overlap fiscal years, due to the complexities associated with them. City staff are working on a plan for not only this coming fiscal year, but future years as well. Over \$5 million in funding is included in this fiscal year's Preliminary budget for this purpose.

Staffing/Recruitment/Training, City staff will be working to hire a full staff this fiscal year. This goal will no doubt be challenging, given the problem is nation-wide and difficult to achieve. Discussions on recruitment and retention are slated. The city is also working on a compensation study to see where the city is in comparison to other jurisdictions who we are competing with for labor.

Customer Service, feedback is very important to us, and customer service is a top priority. The staff is working on a proposal to provide refresher customer service training to all staff in this area. Improving our customer service skills in relation to serving the community and during interdepartmental interactions is a high priority.

Fire Equipment, the workshop brought up a conversation regarding our aging Fire Equipment. The council made this a priority and has already purchased a Type 1 Fire Engine in this current Fiscal Year. This will continue to be addressed during annual budget preparations through the development of a Capital Asset Replacement Fund.

The workshop brought together several great ideas, and everyone shared visions of what would make our city great. This Preliminary Budget reflects the vision and goals of this Council.

FISCAL IMPACT

None

RECOMMENDATION

Receive the FY 2023-24 Preliminary Budget

ATTACHMENTS

FY 2023-24 Preliminary Budget

CITY OF OROVILLE ANNUAL BUDGET FOR THE FISCAL YEAR 2023-2024



MAYOR AND CITY COUNCIL MEMBERS



David Pittman
Mayor

Eric Smith
Vice Mayor
District B

Krysi Riggs
Council Member
At Large

Tracy Johnstone
Council Member
District A

Scott Thomson
Council Member
At Large

Shawn Webber
Council Member
District F

Janet Goodson
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, **Karolyn Fairbanks**

Appointed

City Administrator, **Brian Ring**

City Attorney, **Scott E Huber**

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

Director of Code Enforcement, **Ron Belser**

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

Community Development Director, **Vacant**

Assistant Community Development Director, **Dawn Nevers**

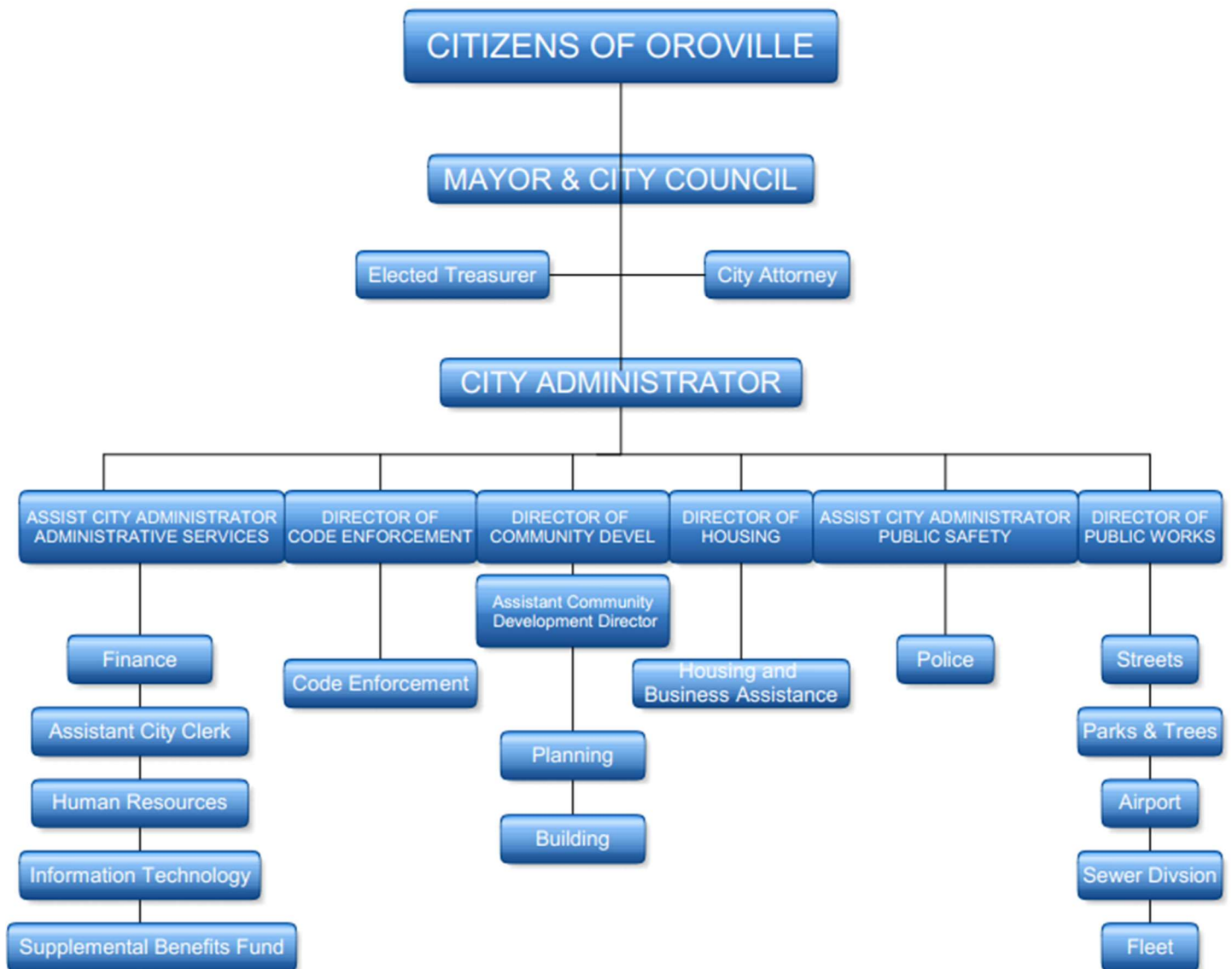
Police Chief, **Bill LaGrone**

Assistant Police Chief, **Vacant**

Director of Public Works, **Vacant**

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

TABLE OF CONTENTS

ANNUAL BUDGET 2022-2023

Summaries

All Funds Summary.....	1
Summary of Personnel.....	3
General Fund – Summary of Revenues by Resource	8
General Fund – Summary of Expenditures by Department.....	9
District Tax Fund – Summary of Rev & Exp Department.....	10
Both General Fund and District Tax Totals	11

General Fund Budget Detail

Elected Officials	12
Administration.....	13
Administrative Services.....	14
Community Development	15
Code Enforcement	16
Public Safety	17
Public Works Admin / Streets and Storm Drains.....	18
Public Works Operations / Parks Divisions.....	18
General Government.....	19
1% District Sales Tax.....	20

Special Revenue Funds

Asset Seizure Fund.....	21
Local Transportation Fund	22
PEG Fee Fund.....	23
CASP Fund	24
Pension Stabilization Fund.....	25
Recycling Fund.....	26
Gas Tax RSTP Fund.....	27
Special Gas Tax	28
Supplemental Benefits Fund.....	29

Impact Fee Funds

Drainage Impact Fee Fund	30
Fire Suppression Impact Fee Fund.....	31
General Government Development Impact Fee Fund.....	32
Law Enforcement Impact Fee Fund	33
Parks Development Impact Fee Fund.....	34

TABLE OF CONTENTS (Continued)

Impact Fee Funds, continued	
Technology Impact Fee Fund.....	35
Thermalito Drainage Impact Fee Fund.....	36
Traffic Impact Fee Fund.....	37
 Grant Funds	
Planning Grants	38
Police Supplemental Law Enforcement Fund.....	39
Public Safety Augmentation	40
 Special District Funds	
Lighting and Landscaping Maintenance Districts.....	41
Benefit Assessment Districts	42
Westside Public Safety Facility 2006-1	43
Public Safety Service 2006-2	44
 Business Assistance and Housing Development Funds	
Business Assistance and Housing Development Summary....	45
Housing Program Fund	46
Home Grant Fund	47
Community Development Block Grant Fund.....	48
CDBG Economic Development Loan Fund.....	49
CalHome Grant Fund	50
City Housing Rehab Revolving Loan Fund.....	51
Economic Development Revolving Loan Fund	52
CDBG Program Income.....	53
CalHome Revolving Loan Fund	54
Home Revolving Loan Fund	55
USDA Rural Business Ent Revolving Loan Fund	56
City Revolving Loan Fund	57
 Other Funds	
Debt Service Fund.....	58
Capital Asset Replacement Fund.....	59

TABLE OF CONTENTS (Continued)

Other Funds, continued

Capital Improvements Fund	60
Capital Projects Fund	61
Capital Projects Fund (RDA Bond Proceeds)	63

Enterprise Funds

Sewer Fund	63
Airport Fund	64

Internal Service Funds

Stores Revolving Fund	65
Vehicle Maintenance Fund	66
Workers Compensation Self Insurance Fund	67
Unemployment Self Insurance Fund	68
Vision Self Insurance Fund	69

Successor Agency

Successor Agency	70
------------------------	----

Summaries

Summary of Transfers	71
----------------------------	----



General Fund Detailed Budgets by Department and Major Categories

ALL FUNDS SUMMARY

FUND	Fund #	Beginning	Revenues & Sources	Expenditures & Uses	Ending
		Fund Balance			Fund Balance
General Fund	100	\$ 17,415,336	\$ 20,535,434	\$ 20,535,434	\$ 17,415,336
1% District Sales Tax Fund	102	4,379,429	7,870,373	11,835,424	414,377
Special Revenue Funds					
Asset Seizures	106	97,980	2,253	5,000	95,233
Local Transportation	107	517,351	821,147	1,033,658	304,840
PEG Fee Fund	110	126,524	23,068	80,000	69,592
CASp Fund	111	21,284	1,788	5,000	18,072
Pension Stabilization Fund	112	4,597,279	-	20,624	4,576,655
Recycling Fund	113	49,962	35,884	14,215	71,631
Gas Tax RSTP Fund	115	630,485	333,529	900,000	64,014
Special Gas Tax	117	1,178,331	1,030,516	2,047,557	161,290
Supplemental Benefit Fund	120	541,562	145,327	605,000	81,889
Impact Fee Funds					
Drainage Impact Fee Fund	130	1,489,131	142,187	1,000,000	631,318
Fire Suppression Impact Fee Fund	131	420,017	50,465	300,000	170,482
Development Impact Fee Fund	132	854,418	94,143	850,000	98,561
Law Enforcement Impact Fee Fund	133	489,614	46,210	400,000	135,824
Park Development Fee Fund	134	2,041,490	250,403	500,000	1,791,893
Technology Fee Fund	135	325,566	57,129	310,000	72,695
Thermalito Drainage Fee Fund	136	528,995	9,687	-	538,682
Traffic Impact Fee Fund	137	3,610,865	197,729	10,000	3,798,594
Grant Funds					
Planning Grants	152	2,422,785	1,500,000	2,500,000	1,422,785
Police Supplemental Law Enforcement	153	2,290	180,370	150,000	32,660
Public Safety Augmentation	154	42,146	182,515	200,000	24,661
Special Districts					
Landscape/Lighting Maintenance Dist	170	92,037	56,826	43,744	105,119
Benefit Assessment Districts	190	20,310	15,618	13,128	22,800
Westside Public Safety Facility 2006-1	200	853,144	94,662	3,079	944,727
Public Safety Services 2006-2	201	897,394	95,472	3,079	989,787
Business Assistance/Housing Development					
Housing Program Fund	221	2,642,775	305,304	2,228,030	720,049
Home Grant Fund	222	361,709	2,225,276	2,314,050	272,935
Community Dev. Block Grants	223	259,450	11,087,900	10,765,965	581,385
EDBG Grant	224	3,351	31,797	33,610	1,538
CalHome	225	147,293	188,438	150,000	185,731
Housing Rehabilitation (CDBG)	227	1,353,668	57,823	115,000	1,296,491
EDBG Revolving Loan Fund	228	29,182	809	-	29,991
CDBG Program Income	229	1,153,890	456,329	812,734	797,485
Subtotal		\$ 49,597,043	\$ 48,126,411	\$ 59,784,332	\$ 37,939,123

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	928,241	202,068	812,734	317,575
Home Revolving Loan Fund	231	1,144,785	1,021,020	400,616	1,765,189
RBEG	232	28,515	522	-	29,037
City Revolving Loan	233	256,392	4,280	15,000	245,672
Debt Service Fund					
City Debt Service Fund	250	83,160	1,369,990	1,369,990	83,160
Capital Funds					
Capital Asset Replacement Fund	300	1,219,724	2,382,199	1,600,000	2,001,923
Building/Facilities Cap Improv Fund	302	1,236,897	1,556,650	2,500,000	293,547
Capital Projects	303	-	-	-	-
Capital Projects (Bond Proceeds)	304	1,133,629	19,310	900,000	252,939
Enterprise Funds					
Sewer Fund	400	14,107,643	5,619,718	5,259,766	14,467,595
Airport Fund	420	4,494,607	679,497	1,886,044	3,288,060
Internal Service Funds					
Stores Revolving	510	-	-	-	-
Vehicle Maintenance	520	-	-	-	-
Workers Compensation	530	638,398	501,264	448,000	691,662
Unemployment Self-Insurance	540	170,949	33,855	35,000	169,804
Self-Insurance Vision Plan	550	27,251	4,371	22,000	9,622
Other					
Successor Agency	560	2,279,371	1,660,631	1,587,694	2,352,308
Subtotal		27,749,562	15,055,375	16,836,843	25,968,094
TOTAL		\$ 77,346,605	\$ 63,181,786	\$ 76,621,175	\$ 63,907,216

SUMMARY OF PERSONNEL

Item 10.

DEPARTMENT POSITION TITLE	22-23 Funded Positions	Approved during the year	Budget requests	23-24 Funded Positions
ELECTEDS				
MAYOR AND CITY COUNCIL	7.00	-	-	7.00
TREASURER	1.00	-	-	1.00
TOTAL ELECTEDS	8.00	-	-	8.00
ADMINISTRATION				
CITY ADMINISTRATOR	0.90	-	0.10	1.00
SENIOR ADMINISTRATIVE ASSISTANT	0.25	-	(0.25)	-
DEPUTY CITY CLERK	1.00	-	(1.00)	-
CLERICAL INTERN	0.40	-	(0.40)	-
TOTAL ADMINISTRATION	2.55	-	(1.55)	1.00
CITY HALL				
CUSTODIAN	1.00	-	-	1.00
BUILDING MAINTENANCE TECHNICIAN II	0.26	-	0.29	0.55
TOTAL ADMINISTRATION	1.26	-	0.29	1.55
ADMINISTRATIVE SERVICES				
ASSISTANT CITY ADMIN-ADMIN SVCS	1.00	-	-	1.00
ACCOUNTING ANALYST	1.00	-	-	1.00
ACCOUNTING TECHNICIAN I, II, III	4.00	-	-	4.00
ASSISTANT CITY CLERK	-	-	1.00	1.00
CLERICAL INTERN	-	-	0.40	0.40
HUMAN RESOURCE MANAGER	1.00	-	-	1.00
HUMAN RESOURCE ANALYST	1.00	-	-	1.00
HUMAN RESOURCE TECHNICIAN	1.00	-	-	1.00
INFORMATION TECHNOLOGY MANAGER	1.00	-	-	1.00
INFORMATION TECHNOLOGY ANALYST	0.50	-	1.50	2.00
GIS - GEOGRAPHICAL INFO SYSTEM	1.00	-	(1.00)	-
TOTAL ADMIN SERVICES	11.50	-	1.90	13.40
PLANNING				
COMMUNITY DEVELOPMENT DIRECTOR	0.14	-	0.36	0.50
ASSIST COMM DEVELOPMENT DIRECTOR	0.14	-	0.36	0.50
BUILDING OFFICIAL	1.00	-	-	1.00
SENIOR ADMINISTRATIVE ASSISTANT-PLAN		-	0.40	0.40
ASSISTANT PLANNER	1.00	-	-	1.00
COMMUNITY DEVELOPMENT TECH II-PLNG	0.50	-	-	0.50
STAFF ASSISTANT -PLANNING	0.33	-	0.17	0.50
BUILDING				
COMMUNITY DEVELOPMENT DIRECTOR	0.14	-	0.36	0.50
ASSIST COMM DEVELOPMENT DIRECTOR	0.14	-	0.36	0.50
CONSTRUCTION INSPECTOR-CONSULTANT	1.00	-	(1.00)	-
COMMUNITY DEVELOPMENT TECH II-BLDG	0.30	-	0.20	0.50
COMMUNITY DEVELOPMENT TECH III-BLDG	1.00	-	-	1.00
SENIOR ADMINISTRATIVE ASSISTANT-BLDG		-	0.40	0.40
STAFF ASSISTANT -BUILDING	0.34	-	0.16	0.50
RECYCLING COORDINATOR	1.00	-	-	1.00
TOTAL PLANNING & BUILDING SVCS	7.03	-	1.77	8.80

SUMMARY OF PERSONNEL

Item 10.

DEPARTMENT POSITION TITLE	22-23 Funded Positions	Approved during the year	Budget requests	23-24 Funded Positions
POLICE DEPARTMENT				
CHIEF OF POLICE	1.00	-	-	1.00
POLICE LIEUTENANT	1.00	-	-	1.00
POLICE SERGEANT	4.00	-	-	4.00
POLICE OFFICERS	16.00	-	-	16.00
MUNICIPAL LAW ENFORCEMENT OFFICER	9.00	-	-	9.00
ADMINISTRATIVE ASSISTANT	1.00	-	1.00	2.00
ADMINISTRATIVE ASSISTANT DISPATCH SUPR	1.00	-	-	1.00
DISPATCHERS	7.00	-	-	7.00
RECORDS TECHNICIAN SUPERVISOR	1.00			1.00
RECORDS TECHNICIAN	1.00	-	1.00	2.00
RESERVE DISPATCHER		-	0.50	0.50
RESERVE POLICE OFFICER & PT DETECTIVE	1.00	-	-	1.00
TOTAL POLICE DEPT	43.00	-	2.50	45.50
PUBLIC WORKS - ADMINISTRATION				
PUBLIC WORKS DIRECTOR	-	0.05	-	0.05
PUBLIC WORKS MANAGER SEWER/FLEET	0.20	-	-	0.20
ASSISTANT CIVIL ENGINEER	0.20	-	0.30	0.50
TOTAL PUBLIC WORKS ADMINISTRATION	0.40	0.05	0.30	0.75
PUBLIC WORKS - PARKS & TREES				
COMMUNITY DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
ASSIST COMM DEVELOPMENT DIRECTOR	0.13	-	(0.13)	-
PUBLIC WORKS MANAGER - PARKS/TREES	0.50	-	-	0.50
LEAD TREE TECHNICIAN	1.00	-	-	1.00
PARK MAINTENANCE TECHNICIAN I	-	-	-	-
PARK MAINTENANCE TECHNICIAN II	2.00	-	-	2.00
BUILDING MAINTENANCE TECHNICIAN II	0.47	-	(0.17)	0.30
SENIOR ADMINISTRATIVE ASSISTANT	0.50	-	(0.50)	-
COMMUNITY DEVELOPMENT TECH II	0.20	-	(0.20)	-
STAFF ASSISTANT	0.34	-	(0.34)	-
MUSEUM CURATOR	-	1.00	-	1.00
ELECTRICIAN	0.18	-	0.02	0.20
ELECTRICAL ASSISTANT	0.20	-	-	0.20
SEASONAL WORKER	0.70	-	-	0.70
TOTAL PARKS & TREES	6.36	1.00	(1.46)	5.90
PUBLIC WORKS - STREETS & DRAINAGE				
COMMUNITY DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
ASSIST COMM DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
PUBLIC WORKS MANAGER - STREETS	0.50	-	-	0.50
ASSISTANT CIVIL ENGINEER	0.20	-	0.30	0.50

SUMMARY OF PERSONNEL

Item 10.

DEPARTMENT POSITION TITLE	22-23 Funded Positions	Approved during the year	Budget requests	23-24 Funded Positions
PUBLIC WORKS - STREETS & DRAINAGE CON				
LEAD PUBLIC WORKS OPERATOR	1.00	-	-	1.00
PUBLIC WORKS OPERATOR I	1.00	-	(1.00)	-
PUBLIC WORKS OPERATOR II	2.00	-	(2.00)	-
PUBLIC WORKS OPERATOR III	-	-	-	-
BUILDING MAINTENANCE TECHNICIAN II	0.27	-	(0.17)	0.10
ELECTRICIAN	0.24	-	0.03	0.27
ELECTRICAL ASSISTANT	0.27	-	-	0.27
TOTAL PUBLIC WORKS	5.76	-	(3.12)	2.64
PUBLIC WORKS - DRAINAGE				
PUBLIC WORKS MANAGER SEWER/FLEET	0.20	-	(0.20)	-
SR. CIVIL ENGINEER	0.20	-	(0.20)	-
ASSISTANT CIVIL ENGINEER	0.20	-	(0.20)	-
PUBLIC WORKS OPERATOR II	1.00	-	(1.00)	-
TOTAL PUBLIC WORKS	1.60	-	(1.60)	-
PUBLIC WORKS-MECHANICS				
PUBLIC WORKS DIRECTOR	-	0.05	-	0.05
COMMUNITY DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
ASSIST COMM DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
LEAD EQUIPMENT MECHANIC	1.00	-	-	1.00
EQUIPMENT MECHANIC	3.00	-	(1.00)	2.00
TOTAL PUBLIC WORKS-MECHANICS	4.28	0.05	(1.28)	3.05
OTHER FUNDS:				
1% DISTRICT SALES TAX FUND				
ADMINISTRATIVE ASSISTANT	1.00	-	(1.00)	-
CODE ENFORCEMENT				
DIRECTOR OF CODE ENFORCEMENT	1.00	-	-	1.00
ADMINISTRATIVE ASSISTANT-CODE ENFORC	1.00	-	-	1.00
CODE ENFORCEMENT TECHNICIAN	6.00	-	-	6.00
COMMUNITY DEVELOPMENT				
ASSOCIATE PLANNER	1.00	-	-	1.00
POLICE				
ASSISTANT POLICE CHIEF		1.00	-	1.00
POLICE SERGEANT	1.00	-	-	1.00
POLICE OFFICERS	6.00	-	-	6.00
MUNICIPAL LAW ENFORCEMENT OFFICERS		8.00	-	8.00
FIRE				
ADMINISTRATIVE ASSISTANT	-	-	0.20	0.20
PUBLIC WORKS				
PUBLIC WORKS DIRECTOR	-	0.55	-	0.55
PARK MAINTENANCE TECHNICIAN II	4.00	-	1.00	5.00
SR. CIVIL ENGINEER	0.40	-	0.20	0.60

SUMMARY OF PERSONNEL

Item 10.

DEPARTMENT POSITION TITLE	22-23 Funded Positions	Approved during the year	Budget requests	23-24 Funded Positions
PUBLIC WORKS CONTINUED				
ADMINISTRATIVE ASSISTANT	-	-	0.80	0.80
PLAN CHECK ENGINEER	1.00	-	-	1.00
PUBLIC WORKS OPERATOR I		-	1.00	1.00
PUBLIC WORKS OPERATOR II	4.00	-	1.00	5.00
TOTAL 1% DISTRICT SALES TAX	25.40	9.55	4.20	39.15

AIRPORT				
PUBLIC WORKS DIRECTOR	-	0.05	-	0.05
COMMUNITY DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
ASSIST COMM DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
AIRPORT MANAGER	1.00	-	-	1.00
SR. CIVIL ENGINEER	0.20	-	-	0.20
ASSISTANT CIVIL ENGINEER	0.20	-	-	0.20
ELECTRICIAN	0.24	-	-	0.24
ELECTRICAL ASSISTANT	0.26	-	-	0.26
TOTAL AIRPORT	2.18	0.05	(0.28)	1.95

BUSINESS ASSIST & HSG DEV.				
CITY ADMINISTRATOR	0.10	-	(0.10)	-
DIRECTOR OF BUS ASSIST AND HOUSING	1.00	-	-	1.00
ADMINSTRATIVE ASSISTANT	1.00	-	(1.00)	-
ADMIN / PROGRAM ANALYST II	1.00	-	-	1.00
PROGRAM ANALYST I	1.00	-	-	1.00
BUILDING MAINTENANCE TECHNICIAN II	0.01	-	(0.01)	-
TOTAL BUSINESS ASSISTANCE & HOUSING DEV	4.11	-	(1.11)	3.00

LIGHTING & LANDSCAPE MAINT DIST				
PARK MAINTENANCE TECHNICIAN II	1.00	-	-	1.00
TOTAL LIGHTING & LDNSCP DIST	1.00	-	-	1.00

PUBLIC WORKS-SEWER DIVISION				
PUBLIC WORKS DIRECTOR	-	0.30	-	0.30
COMMUNITY DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
ASSIST COMM DEVELOPMENT DIRECTOR	0.14	-	(0.14)	-
PUBLIC WORKS MANAGER SEWER/FLEET	0.60	-	-	0.60
SR. CIVIL ENGINEER	0.20	-	-	0.20
ASSISTANT CIVIL ENGINEER	0.20	-	-	0.20
COLLECTION SYSTEM OPERATOR III	1.00	-	-	1.00
COLLECTION SYSTEM OPERATOR II	1.00	-	-	1.00
COLLECTION SYSTEM OPERATOR I	3.00	-	-	3.00
ELECTRICIAN	0.24	-	-	0.24
ELECTRICAL ASSISTANT	0.27	-	-	0.27
TOTAL PUBLIC WORKS SEWER	6.79	0.30	(0.28)	6.81

SUMMARY OF PERSONNEL BY DEPARTMENT

Item 10.

DEPARTMENT SUMMARY	22-23 Funded Positions	Approved during the year	Budget requests	23-24 Funded Positions
DEPARTMENT:				

GENERAL FUND:

ELECTEDS	8.00	-	-	8.00
ADMINISTRATION	2.55	-	(1.55)	1.00
CITY HALL	1.26	-	0.29	1.55
ADMINISTRATIVE SERVICES	11.50	-	1.90	13.40
POLICE DEPARTMENT	43.00	-	2.50	45.50
PARKS & TREES DEPARTMENT	6.36	1.00	(1.46)	5.90
PLANNING & DEVELOPMENT SERVICES	7.03	-	1.77	8.80
PUBLIC WORKS	12.04	0.10	(5.70)	6.44
TOTAL GENERAL FUND POSITIONS	91.74	1.10	(2.25)	90.59

NON GENERAL FUND:

1% DISTRICT SALES TAX

POLICE	7.00	9.00	-	16.00
FIRE	-	-	0.20	0.20
PUBLIC WORKS	9.40	0.55	4.00	13.95
ADMIN ASSIST-CITY ADMINISTRATOR	1.00	-	(1.00)	-
CODE ENFORCEMENT	8.00	-	-	8.00
PLANNING	1.00			1.00
AIRPORT	2.18	0.05	(0.28)	1.95
BUSINESS ASSISTANCE AND HSG DEV	4.11	-	(1.11)	3.00
PUBLIC WORKS-SEWER	6.79	0.30	(0.28)	6.81
PUBLIC WORKS-LLMD	1.00	-	-	1.00
TOTAL NON GENERAL FUND POSITIONS	40.48	9.90	1.53	51.91

DEPARTMENT TOTALS:	132.22	11.00	(0.72)	142.50
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Salary Schedules can be found on the City's website:

<http://cityoforoville.org/home/showdocument?id=16662>

CITY OF OROVILLE

SUMMARY SCHEDULES

Item 10.

Summary of Revenues by Resource

GENERAL FUND	2021-22 ACTUAL	2022-23 BUDGET	2022-23 PROJECTED	2023-24 PRELIMINARY
Taxes				
Sales and Use Tax	\$ 5,850,106	\$ 6,079,862	\$ 5,777,115	\$ 6,013,054
Property	4,207,308	3,177,688	4,261,527	4,304,142
Utility User	2,513,476	2,185,427	2,214,211	2,258,495
Franchise Fees	1,052,859	966,005	1,138,066	1,160,827
Transient Occupancy	1,084,862	969,002	959,408	978,596
Other Taxes	107,733	103,743	52,428	53,476
Total Taxes	14,816,344	13,481,727	14,402,755	14,768,592
License, Permits and Franchises				
Licenses	82,546	88,867	82,578	83,403
Permits	595,758	609,764	505,529	510,585
Total License, Permits and Fees	678,304	698,631	588,107	593,988
Other Revenues				
Fines and Forfeitures	74,304	63,062	36,909	38,619
Interest, Rents and Concessions	128,091	99,297	596,675	604,809
Intergovernmental Revenues	346,186	73,733	420,648	425,002
Charges for Services	783,667	1,617,517	479,150	483,957
Other Revenues	1,283,749	3,252,423	4,829,901	2,109,912
Operating Transfers In	2,589,524	2,439,124	1,742,387	1,510,557
Total Other Revenues	5,205,521	7,545,156	8,105,669	5,172,855
TOTAL GENERAL FUND REVENUES	\$ 20,700,169	\$ 21,725,514	\$ 23,096,532	\$ 20,535,434

CITY OF OROVILLE

SUMMARY SCHEDULES

Item 10.

Summary of Expenditures by Department

GENERAL FUND

	2021-22 ACTUAL	2022-23 BUDGET	2022-23 PROJECTED	2023-24 PRELIMINARY
Administration				
City Administrator	\$ 337,291	\$ 441,560	\$ 193,777	\$ 315,019
City Attorney	472,733	265,450	344,917	350,150
City Hall	147,695	101,397	124,233	213,074
Administrative Services				
Finance	1,007,476	1,233,785	1,006,440	975,275
City Clerk	120,929	168,032	173,347	154,435
Human Resources	219,690	467,748	217,539	390,719
Information Technology	504,790	598,010	567,326	632,328
Risk Management	524,979	620,904	650,000	749,928
Elected Officials				
Mayor, City Council, Treasurer	249,513	260,615	298,253	195,327
Community Development Svcs				
Planning	601,361	865,478	624,765	910,873
Building	411,694	640,071	1,034,250	1,257,279
Code Enforcement				
Code Enforcement	72,737	64,722	225,682	-
Public Safety				
Fire	4,706,026	6,118,542	4,588,815	4,811,026
Police	5,629,274	5,685,792	5,420,143	6,322,009
Public Works				
Administration	370,233	436,267	333,456	374,886
Drainage	61,587	190,141	41,859	-
Parks and Trees	1,173,698	1,052,764	1,063,625	1,147,687
Streets and Drainage	1,243,730	1,400,859	823,583	908,089
Vehicle Maintenance	-	887,877	641,509	756,329
General Government	984,809	225,500	3,054,168	71,000
TOTAL GENERAL FUND EXPENDITURES	\$ 18,840,244	\$ 21,725,514	\$ 21,427,687	\$ 20,535,434

CITY OF OROVILLE

SUMMARY SCHEDULES

Item 10.

Summary of Expenditures by Department

DISTRICT TAX FUND

	2021-22 ACTUAL	2022-23 BUDGET	2022-23 PROJECTED	2023-24 PRELIMINARY
Taxes				
Sales and Use Tax-District Tax	\$ 7,720,024	\$ 7,791,150	\$ 7,772,908	\$ 7,870,373
 Administration				
City Administrator	\$ 83,085	\$ 85,720	\$ 89,953	\$ -
City Hall	43,416	68,810	44,316	-
Planning & Development Svcs				
Planning	10,337	93,696	21,618	91,136
Code Enforcement				
Code Enforcement	175,721	910,311	661,923	973,978
Public Safety				
Fire	255,566	-	-	28,209
Police	733,810	1,760,748	1,168,580	2,882,422
Public Works				
Administration	74,759	29,359	118,110	227,991
Streets	218,863	1,836,923	469,308	708,569
Parks and Trees	267,894	948,547	634,179	1,073,119
General Government				
Interfund Transfers				
Capital Asset Reserves	-	-	-	1,500,000
Capital Asset Replacements	1,500,000	1,500,000	1,500,000	1,500,000
Capital Improvement Fund	1,500,000	1,500,000	1,500,000	1,500,000
Reserves	1,500,000	1,500,000	1,500,000	-
 TOTAL GENERAL FUND EXPENDITURES	 \$ 6,363,451	 \$ 10,234,114	 \$ 7,707,988	 \$ 10,485,424

CITY OF OROVILLE

SUMMARY SCHEDULES

Item 10.

Summary of Expenditures by Department

GENERAL FUND &

DISTRICT TAX FUND

	2021-22 ACTUAL	2022-23 BUDGET	2022-23 PROJECTED	2023-24 PRELIMINARY
Administration				
City Administrator	\$ 420,376	\$ 527,280	\$ 283,730	\$ 315,019
City Attorney	472,733	265,450	344,917	350,150
City Hall	191,111	170,207	168,550	213,074
Administrative Services				
Finance	1,007,476	1,233,785	1,006,440	975,275
City Clerk	120,929	168,032	173,347	154,435
Human Resources	219,690	467,748	217,539	390,719
Information Technology	504,790	598,010	567,326	632,328
Risk Management	524,979	620,904	650,000	749,928
Elected Officials				
Mayor. City Council, Treasurer	249,513	260,615	298,253	195,327
Planning & Development Svcs				
Planning	611,698	959,174	646,383	1,002,008
Building	411,694	640,071	1,034,250	1,257,279
Code Enforcement				
Code Enforcement	248,458	975,033	887,606	973,978
Public Safety				
Fire	4,961,592	6,118,542	4,588,815	4,839,236
Police	6,363,084	7,446,540	6,588,723	9,204,431
Public Works				
Administration	444,992	465,626	451,566	602,877
Drainage	61,587	190,141	41,859	-
Parks and Trees	1,441,592	2,001,311	1,697,804	2,220,807
Streets	1,462,593	3,237,782	1,292,891	1,616,658
Vehicle Maintenance	-	887,877	641,509	756,329
General Government	5,484,809	4,725,500	7,554,168	4,571,000
TOTAL GENERAL FUND EXPENDITURES	\$ 25,203,695	\$ 31,959,628	\$ 29,135,674	\$ 31,020,859

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:

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Expenses				
Mayor, City Council & Treasurer				
Salaries & Benefits	\$ 239,845	\$ 243,495	\$ 263,560	\$ 151,387
Services & Supplies	9,667	17,120	34,693	43,940
Total Expenses	<u><u>\$ 249,513</u></u>	<u><u>\$ 260,615</u></u>	<u><u>\$ 298,253</u></u>	<u><u>\$ 195,327</u></u>

Activity

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

Budget Summary:

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Revenues				
Revenues	\$ 2,635	\$ 3,957	\$ 1,442	\$ 1,457
Total Revenues	<u>\$ 2,635</u>	<u>\$ 3,957</u>	<u>\$ 1,442</u>	<u>\$ 1,457</u>
Expenses				
City Administrator				
Salaries & Benefits	\$ 270,190	\$ 326,560	\$ 177,904	\$ 299,389
Services & Supplies	67,101	115,000	15,873	15,630
City Attorney				
Services & Supplies	472,733	265,450	344,917	350,150
City Hall				
Salaries & Benefits	46,054	22,397	53,865	140,874
Services & Supplies	101,641	79,000	70,368	72,200
Total Expenses	<u>\$ 957,718</u>	<u>\$ 808,407</u>	<u>\$ 662,927</u>	<u>\$ 878,243</u>

ADMINISTRATIVE SERVICES

Item 10.

Activity

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

Budget Summary:

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Revenues				
Revenues - Finance	\$ 21,257	\$ 17,960	\$ 38,479	\$ 38,864
Revenues - City Clerk			2,473	2,540
Revenues - HR	1,600	1,600	-	-
Revenues - Information Technology	44,822	35,000	42,223	42,645
Total Revenues	\$ 67,679	\$ 54,560	\$ 83,175	\$ 84,049
Expenses				
Finance				
Salaries & Benefits	\$ 702,657	\$ 771,185	\$ 659,030	\$ 704,125
Services & Supplies	304,818	462,600	347,410	271,150
City Clerk				
Salaries & Benefits	92,969	117,532	108,753	126,685
Services & Supplies	27,959	50,500	64,594	27,750
Human Resources				
Salaries & Benefits	190,158	365,248	186,458	339,097
Services & Supplies	29,532	102,500	31,081	51,622
Information Technology				
Salaries & Benefits	308,944	363,110	236,640	281,232
Services & Supplies	195,846	234,900	330,686	351,096
Risk Management				
Services & Supplies	524,979	620,904	650,000	749,928
Total Expenses	\$ 2,377,863	\$ 3,088,479	\$ 2,614,652	\$ 2,902,686

COMMUNITY DEVELOPMENT PLANNING AND BUILDING

Activity

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

Budget Summary:

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Revenues				
Revenues - Planning	\$ 303,650	\$ 124,291	\$ 158,030	\$ 159,610
Revenues - Building	1,247,113	1,257,808	773,766	781,504
Total Revenues	<u>\$ 1,550,763</u>	<u>\$ 1,382,099</u>	<u>\$ 931,796</u>	<u>\$ 941,114</u>
Expenses				
Planning and Development Services				
Salaries & Benefits	\$ 120,734	\$ 339,478	\$ 179,920	\$ 414,773
Services & Supplies	480,628	526,000	444,846	496,100
Building				
Salaries & Benefits	146,015	359,271	277,514	693,679
Services & Supplies	265,679	280,800	756,736	563,600
Total Expenses	<u>\$ 1,013,056</u>	<u>\$ 1,505,549</u>	<u>\$ 1,659,015</u>	<u>\$ 2,168,152</u>

Activity

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

Budget Summary:

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Revenues				
Revenues - Code Enforcement	16,600	17,000	309,789	314,228
Total Revenues	<u>\$ 16,600</u>	<u>\$ 17,000</u>	<u>\$ 309,789</u>	<u>\$ 314,228</u>
Expenses				
Code Enforcement				
Salaries & Benefits	16,355	11,462	9,814	-
Services & Supplies	56,382	53,260	215,869	-
Total Expenses	<u>\$ 72,737</u>	<u>\$ 64,722</u>	<u>\$ 225,682</u>	<u>\$ -</u>

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:

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Revenues				
Revenues - Police	\$ 558,220	\$ 513,745	\$ 395,161	\$ 399,135
Revenues - Fire	977,935	250,000	185,785	187,643
Total Revenues	<u>\$ 1,536,155</u>	<u>\$ 763,745</u>	<u>\$ 580,946</u>	<u>\$ 586,779</u>
Expenses				
Fire				
Salaries & Benefits	\$ 4,350,174	\$ -	\$ -	\$ -
Services & Supplies	355,852	5,043,544	4,354,154	4,565,198
Transitional Cost	-	1,074,998	234,661	245,828
Police				
Salaries & Benefits	4,636,816	4,652,742	4,225,579	5,117,425
Services & Supplies	992,459	1,033,050	1,194,564	1,204,584
Total Expenses	<u>\$ 10,335,301</u>	<u>\$ 11,804,334</u>	<u>\$ 10,008,958</u>	<u>\$ 11,133,035</u>

PUBLIC WORKS

PUBLIC WORKS ADMIN / STREET AND STORM DRAINS

Activity

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

Budget Summary:

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Revenues				
Revenues - Public Works Admin	\$ 48,451	\$ 47,855	\$ 84,444	\$ 85,288
Revenues - Parks and Trees	42,810	36,594	64,898	62,036
Revenues - Streets	441,440	404,169	558,337	597,835
Revenues - Vehicle Maintenance	-	887,877	654,386	813,601
Total Revenues	<u>\$ 532,701</u>	<u>\$ 1,376,495</u>	<u>\$ 1,362,066</u>	<u>\$ 1,558,761</u>
Expenses				
PW Administration				
Salaries & Benefits	\$ 1,402	\$ -	\$ 62,055	\$ 95,490
Services & Supplies	368,832	436,267	271,401	279,395
Drainage				
Salaries & Benefits	59,072	185,141	41,859	-
Services & Supplies	2,515	5,000	-	-
Parks and Trees				
Salaries & Benefits	478,667	613,634	597,781	585,387
Services & Supplies	695,031	439,130	465,844	562,300
Streets				
Salaries & Benefits	493,046	664,009	251,349	394,639
Services & Supplies	750,683	736,850	572,234	513,450
Vehicle Maintenance				
Salaries & Benefits	-	425,881	315,803	322,329
Services & Supplies	-	461,996	325,706	434,000
Total Expenses	<u>\$ 2,849,248</u>	<u>\$ 3,967,908</u>	<u>\$ 2,904,031</u>	<u>\$ 3,186,991</u>

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:

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Revenues				
Sales and Use Tax	\$ 5,850,106	\$ 6,079,862	\$ 5,777,115	\$ 6,013,054
Property Tax	4,207,308	3,177,688	4,261,527	4,304,142
Utility User Tax	2,513,476	2,185,427	2,214,211	2,258,495
Transient Occupancy	1,084,862	969,002	959,408	978,596
Other Taxes	107,733	103,743	52,428	53,476
Franchise Fees	1,052,859	966,005	1,138,066	1,160,827
Intergovernmental Revenues	29,932	4,535	14,733	15,027
Interest	71,559	46,756	496,011	505,931
Other Revenues	215,821	2,716,060	3,781,989	899,517
Interfund Transfers In	1,859,980	1,878,580	1,131,830	859,980
Total Revenues	\$ 16,993,636	\$ 18,127,658	\$ 19,827,318	\$ 17,049,047
Expenses				
General Government				
Services & Supplies	350,606	5,500	188,503	71,000
Interfund Transfers Out	634,203	220,000	2,865,665	-
Total Expenses	\$ 984,809	\$ 225,500	\$ 3,054,168	\$ 71,000

1% DISTRICT SALES TAX

Item 10.

Activity

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

FUND: 102

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 4,867,130	\$ 6,223,703	\$ 6,223,703	\$ 4,379,429
Revenues				
Revenues	7,720,024	7,791,150	7,560,397	7,870,373
Total Revenues	<u>7,720,024</u>	<u>7,791,150</u>	<u>7,560,397</u>	<u>7,870,373</u>
Expenses				
City Administrator				
Salaries & Benefits	83,085	85,720	89,953	-
City Hall				
Salaries & Benefits	43,416	68,810	44,316	-
Planning				
Salaries & Benefits	10,337	93,696	21,655	91,136
Code Enforcement				
Salaries & Benefits	175,721	910,311	661,651	753,831
Services and Supplies	-	-	216,102	220,147
Police				
Salaries & Benefits	429,895	1,555,748	1,016,034	2,142,422
Services and Supplies	303,915	605,000	250,243	740,000
Fire				
Salaries & Benefits	156,952	17,309	-	28,209
Services and Supplies	98,614	-		
Capital Outlay	-	1,262,841	1,262,841	-
Public Works				
Salaries & Benefits	74,759	129,359	118,110	227,991
Streets & Drainage				
Salaries & Benefits	218,863	336,923	468,859	579,569
Services and Supplies	-	-	120,515	129,000
Pavement Rehabilitation	-	1,500,000	-	2,000,000
Parks & Trees				
Salaries & Benefits	240,312	468,547	282,598	473,119
Services and Supplies	27,582	600,000	351,792	600,000
Transfers				
Capital Asset Replacement Reserve	-	-	-	1,500,000
Capital Asset Replacements	1,500,000	1,500,000	1,500,000	850,000
Capital Projects & Improv Fund	1,500,000	1,500,000	1,500,000	1,500,000
Reserves	1,500,000	1,500,000	1,500,000	-
Total Expenses	<u>6,363,451</u>	<u>12,134,264</u>	<u>9,404,671</u>	<u>11,835,424</u>
Ending Fund Balance	\$ 6,223,703	\$ 1,880,589	\$ 4,379,429	\$ 414,377

ASSET SEIZURE FUND

Item 10.

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

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 157,033	\$ 157,559	\$ 157,559	\$ 97,980
Revenues				
Revenues	526	368	2,209	2,253
Total Revenues	<u>526</u>	<u>368</u>	<u>2,209</u>	<u>2,253</u>
Expenses				
Services and Supplies	-	5,000	-	5,000
Capital Outlay	-	-	61,788	-
Total Expenses	<u>-</u>	<u>5,000</u>	<u>61,788</u>	<u>5,000</u>
Ending Fund Balance	\$ 157,559	\$ 152,927	\$ 97,980	\$ 95,233

LOCAL TRANSPORTATION FUND

Item 10.

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

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 292,918	\$ 644,699	\$ 644,699	\$ 517,351
Revenues				
Revenues	486,553	490,576	572,421	821,147
Transfers In	-	-	-	-
Total Revenues	<u>486,553</u>	<u>490,576</u>	<u>572,421</u>	<u>821,147</u>
Expenses				
Services & Supplies	134,772	510,000	699,769	1,033,658
Transfer Out to other agency	-	-	-	-
Total Expenses	<u>134,772</u>	<u>510,000</u>	<u>699,769</u>	<u>1,033,658</u>
Ending Fund Balance	\$ 644,699	\$ 625,275	\$ 517,351	\$ 304,840

PEG FEE FUND

Item 10.

Activity

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

FUND: 110

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 102,775	\$ 124,165	\$ 124,165	\$ 126,524
Revenues				
Revenues	33,471	27,957	22,616	23,068
Total Revenues	<u>33,471</u>	<u>27,957</u>	<u>22,616</u>	<u>23,068</u>
Expenses				
Services & Supplies	12,081	80,000	20,257	80,000
Total Expenses	<u>12,081</u>	<u>80,000</u>	<u>20,257</u>	<u>80,000</u>
Ending Fund Balance	\$ 124,165	\$ 72,122	\$ 126,524	\$ 69,592

CASP FUND

Item 10.

Activity

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

FUND: 111

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 18,326	\$ 19,531	\$ 19,531	\$ 21,284
Revenues				
Revenues	1,205	1,261	1,753	1,788
Total Revenues	<u>1,205</u>	<u>1,261</u>	<u>1,753</u>	<u>1,788</u>
Expenses				
Services & Supplies	-	5,000	-	5,000
Transfer out to other agency				
Total Expenses	<u>-</u>	<u>5,000</u>	<u>-</u>	<u>5,000</u>
Ending Fund Balance	\$ 19,531	\$ 15,792	\$ 21,284	\$ 18,072

PENSION RATE STABILIZATION AND OPEB FUND

Item 10.

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: 112

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 3,992,261	\$ 4,536,383	\$ 4,536,383	\$ 4,597,279
Revenues				
Revenues	568,334	81,600	81,600	-
Total Revenues	<u>568,334</u>	<u>81,600</u>	<u>81,600</u>	<u>-</u>
Expenses				
Fiscal Agent Fees	24,212	24,000	20,704	20,624
Total Expenses	<u>24,212</u>	<u>24,000</u>	<u>20,704</u>	<u>20,624</u>
Ending Fund Balance	\$ 4,536,383	\$ 4,593,983	\$ 4,597,279	\$ 4,576,655

RECYCLING FUND

Item 10.

Activity

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

FUND: 113

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 9,091	\$ 67,319	\$ 67,319	\$ 49,962
Revenues				
Revenues	64,235	31,330	45,230	35,884
Transfers In	-			
Total Revenues	<u>64,235</u>	<u>31,330</u>	<u>45,230</u>	<u>35,884</u>
Expenses				
Salaries & Benefits	5,807	47,552	50,295	-
Services & Supplies	200	4,000	12,292	14,215
Total Expenses	<u>6,007</u>	<u>51,552</u>	<u>62,587</u>	<u>14,215</u>
Ending Fund Balance	\$ 67,319	\$ 47,097	\$ 49,962	\$ 71,631

GAS TAX REGIONAL SURFACE TRANSPORTATION PROGRAM FUND

Item 10.

Activity

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

FUND: 115

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 889,597	\$ 776,446	\$ 776,446	\$ 630,485
Revenues				
Revenues	342,959	236,829	303,208	333,529
Total Revenues	<u>342,959</u>	<u>236,829</u>	<u>303,208</u>	<u>333,529</u>
Expenses				
Services & Supplies	456,110	500,000	449,169	900,000
Capital Outlay	-	-	-	-
Transfer out to other agency	-	-	-	-
Total Expenses	<u>456,110</u>	<u>500,000</u>	<u>449,169</u>	<u>900,000</u>
Ending Fund Balance	\$ 776,446	\$ 513,275	\$ 630,485	\$ 64,014

SPECIAL GAS TAX

Item 10.

Activity

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

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

FUND: 117

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 542,274	\$ 753,503	\$ 753,503	\$ 1,178,331
Revenues				
Revenues	800,770	887,885	924,922	1,030,516
Total Revenues	<u>800,770</u>	<u>887,885</u>	<u>924,922</u>	<u>1,030,516</u>
Expenses				
Services & Supplies	160,377	395,560	-	1,500,000
Capital Outlay	-			
Transfer Out	429,164	492,325	500,094	547,557
Total Expenses	<u>589,541</u>	<u>887,885</u>	<u>500,094</u>	<u>2,047,557</u>
Ending Fund Balance	\$ 753,503	\$ 753,503	\$ 1,178,331	\$ 161,290

SUPPLEMENTAL BENEFITS FUND

Item 10.

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

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 1,181,993	\$ 714,469	\$ 714,469	\$ 541,562
Revenues				
Revenues	2,726	137,000	145,125	145,327
Total Revenues	<u>2,726</u>	<u>137,000</u>	<u>145,125</u>	<u>145,327</u>
Expenses				
Salaries & Benefits	26,522	-	-	-
Services & Supplies	438,728	2,005,500	313,032	600,000
Transfers Out	5,000	5,000	5,000	5,000
Total Expenses	<u>470,250</u>	<u>2,010,500</u>	<u>318,032</u>	<u>605,000</u>
Ending Fund Balance	\$ 714,469	\$ (1,159,031)	\$ 541,562	\$ 81,889

DRAINAGE IMPACT FEE FUND CITY WIDE

Activity

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

FUND: 130

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 995,173	\$ 1,349,732	\$ 1,349,732	\$ 1,489,131
Revenues				
Revenues	355,124	352,582	139,399	142,187
Total Revenues	<u>355,124</u>	<u>352,582</u>	<u>139,399</u>	<u>142,187</u>
Expenses				
Services & Supplies	565	1,001,000	-	1,000,000
Capital Outlay	-	-	-	-
Total Expenses	<u>565</u>	<u>1,001,000</u>	<u>-</u>	<u>1,000,000</u>
Ending Fund Balance	\$ 1,349,732	\$ 701,314	\$ 1,489,131	\$ 631,318

FIRE SUPPRESSION IMPACT FEE FUND

Item 10.

Activity

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

FUND: 131

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 206,783	\$ 375,505	\$ 375,505	\$ 420,017
Revenues				
Revenues	169,287	170,643	79,475	50,465
Total Revenues	<u>169,287</u>	<u>170,643</u>	<u>79,475</u>	<u>50,465</u>
Expenses				
Services & Supplies	565	1,000	34,963	300,000
Capital Outlay	-	300,000	-	-
Total Expenses	<u>565</u>	<u>301,000</u>	<u>34,963</u>	<u>300,000</u>
Ending Fund Balance	\$ 375,505	\$ 245,148	\$ 420,017	\$ 170,482

GENERAL GOVERNMENT DEVELOPMENT IMPACT FEE FUND

Item 10.

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

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 381,725	\$ 762,121	\$ 762,121	\$ 854,418
Revenues				
Revenues	385,816	393,943	92,297	94,143
Total Revenues	<u>385,816</u>	<u>393,943</u>	<u>92,297</u>	<u>94,143</u>
Expenses				
Services & Supplies	565	1,001,000	-	850,000
Capital Outlay	4,855	-	-	-
Total Expenses	<u>5,420</u>	<u>1,001,000</u>	<u>-</u>	<u>850,000</u>
Ending Fund Balance	\$ 762,121	\$ 155,064	\$ 854,418	\$ 98,561

LAW ENFORCEMENT IMPACT FEE FUND

Item 10.

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

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 195,717	\$ 444,310	\$ 444,310	\$ 489,614
Revenues				
Revenues	249,158	260,718	45,304	46,210
Total Revenues	<u>249,158</u>	<u>260,718</u>	<u>45,304</u>	<u>46,210</u>
Expenses				
Services & Supplies	565	10,000	-	400,000
Capital Outlay	-	-	-	-
Total Expenses	<u>565</u>	<u>10,000</u>	<u>-</u>	<u>400,000</u>
Ending Fund Balance	\$ 444,310	\$ 695,028	\$ 489,614	\$ 135,824

PARKS DEVELOPMENT IMPACT FEE FUND

Item 10.

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

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 1,120,242	\$ 1,795,997	\$ 1,795,997	\$ 2,041,490
Revenues				
Revenues	676,320	647,812	245,493	250,403
Total Revenues	<u>676,320</u>	<u>647,812</u>	<u>245,493</u>	<u>250,403</u>
Expenses				
Services & Supplies	565	-	-	-
Capital Outlay	-	10,000	-	500,000
Transfers Out	-			
Total Expenses	<u>565</u>	<u>10,000</u>	<u>-</u>	<u>500,000</u>
Ending Fund Balance	\$ 1,795,997	\$ 2,433,809	\$ 2,041,490	\$ 1,791,893

TECHNOLOGY FEE FUND

Item 10.

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

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 250,472	\$ 342,227	\$ 342,227	\$ 325,566
Revenues				
Revenues	113,574	119,135	56,009	57,129
Total Revenues	<u>113,574</u>	<u>119,135</u>	<u>56,009</u>	<u>57,129</u>
Expenses				
Services & Supplies	21,819	310,000	72,670	310,000
Capital Outlay	-			
Total Expenses	<u>21,819</u>	<u>310,000</u>	<u>72,670</u>	<u>310,000</u>
Ending Fund Balance	\$ 342,227	\$ 151,362	\$ 325,566	\$ 72,695

THERMALITO DRAINAGE IMPACT FEE FUND

Item 10.

Activity

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

FUND: 136

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 517,764	\$ 519,498	\$ 519,498	\$ 528,995
Revenues				
Revenues	1,734	1,215	9,497	9,687
Total Revenues	<u>1,734</u>	<u>1,215</u>	<u>9,497</u>	<u>9,687</u>
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Fund Balance	\$ 519,498	\$ 520,713	\$ 528,995	\$ 538,682

TRAFFIC IMPACT FEE FUND

Item 10.

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

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 3,086,511	\$ 3,417,013	\$ 3,417,013	\$ 3,610,865
Revenues				
Revenues	331,067	303,683	193,852	197,729
Total Revenues	<u>331,067</u>	<u>303,683</u>	<u>193,852</u>	<u>197,729</u>
Expenses				
Services & Supplies	565	10,000	-	10,000
Capital Outlay	-	-	-	-
Total Expenses	<u>565</u>	<u>10,000</u>	<u>-</u>	<u>10,000</u>
Ending Fund Balance	\$ 3,417,013	\$ 3,710,696	\$ 3,610,865	\$ 3,798,594

PLANNING GRANTS

Item 10.

Activity

The Fund is used for various Planning Grant programs.

FUND: 152

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 39,179	\$ (12,190)	\$ (12,190)	\$ 2,422,785
Revenues				
Revenues	141,314	200,000	2,733,374	1,500,000
Interfund Transfers In			-	
Total Revenues	<u>141,314</u>	<u>200,000</u>	<u>2,733,374</u>	<u>1,500,000</u>
Expenses				
Services & Supplies	9,815	200,000	298,399	2,500,000
Capital Outlay	182,868		-	
Total Expenses	<u>192,683</u>	<u>200,000</u>	<u>298,399</u>	<u>2,500,000</u>
Ending Fund Balance	\$ (12,190)	\$ (12,190)	\$ 2,422,785	\$ 1,422,785

POLICE SUPPLEMENTAL LAW ENFORCEMENT FUND

Item 10.

Activity

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

FUND: 153

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 176,834	\$ 218,927	\$ 218,927	\$ 2,290
Revenues				
Revenues	162,093	176,363	196,833	180,370
Total Revenues	<u>162,093</u>	<u>176,363</u>	<u>196,833</u>	<u>180,370</u>
Expenses				
Services & Supplies	-	-	293,470	
Capital Outlay	-	125,000		30,000
Transfer Out	120,000	120,000	120,000	120,000
Total Expenses	<u>120,000</u>	<u>245,000</u>	<u>413,470</u>	<u>150,000</u>
Ending Fund Balance	\$ 218,927	\$ 150,290	\$ 2,290	\$ 32,660

PUBLIC SAFETY AUGMENTATION

Item 10.

Activity

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

FUND: 154

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 153,196	\$ 209,586	\$ 209,586	\$ 42,146
Revenues				
Revenues	178,001	148,364	181,471	182,515
Total Revenues	<u>178,001</u>	<u>148,364</u>	<u>181,471</u>	<u>182,515</u>
Expenses				
Services & Supplies	71,611		298,911	150,000
Capital Outlay	-	300,000		-
Transfer Out	50,000	50,000	50,000	50,000
Total Expenses	<u>121,611</u>	<u>350,000</u>	<u>348,911</u>	<u>200,000</u>
Ending Fund Balance	\$ 209,586	\$ 307,950	\$ 42,146	\$ 24,661

LIGHTING AND LANDSCAPING MAINTENANCE DISTRICTS

Item 10.

Activity

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

FUND: 170

		2021-22	2022-23	2022-23	2023-24
		Actual	Budget	Projected	Preliminary
BEGINNING FUND BALANCE	BUDGET				
Beginning Fund Balance	UNIT	\$ 62,684	\$ 79,636	\$ 79,636	\$ 92,037
Revenues					
Grandview Estates	6001	3,688	3,723	3,833	3,909
The Buttes	6011	6,947	7,092	7,070	7,212
Deer Creek	6021	2,169	2,058	2,154	2,197
Calle Vista I	6031	5,271	5,370	5,251	5,356
Cherokee Estates I	6041	830	968	949	968
Sherwood Estates	6051	2,058	2,099	2,058	2,099
Grayhawk	6061	2,994	4,770	5,929	6,047
Cherokee Estates II	6071	2,507	3,886	3,610	3,683
Linkside I	6081	8,980	4,016	4,225	4,310
Foothill Estates	6091	850	2,303	2,640	2,693
Calle Vista II	6101	5,539	4,961	4,792	4,888
Vista Del Oro	6111	6,709	2,802	2,700	2,754
Mission Olive	6121	5,174	7,495	7,716	7,870
J Richter Subdivision	6131	1,818	1,666	2,786	2,841
Feather River Bluffs	6151	22	-	-	-
Total Revenues		55,556	53,209	55,712	56,826
Expenses					
Grandview Estates	6001	3,372	4,207	2,908	2,937
The Buttes	6011	3,411	4,200	4,064	4,105
Deer Creek	6021	968	1,716	1,232	1,244
Calle Vista II	6031	2,464	2,875	5,196	5,248
Cherokee Estates II	6041	954	1,784	1,777	1,795
Sherwood Estates	6051	1,427	2,252	1,507	1,522
Grayhawk	6061	3,887	4,049	3,570	3,606
Cherokee Estates II	6071	650	2,014	1,994	2,014
Linkside I	6081	5,764	6,011	3,982	4,022
Foothill Estates	6091	1,552	2,211	1,882	1,901
Calle Vista II	6101	2,999	5,161	4,856	4,905
Vista Del Oro	6111	4,003	8,555	4,888	4,937
Mission Olive	6121	5,233	5,129	3,510	3,545
J Richter Subdivision	6131	1,842	2,842	1,822	1,840
Feather River Bluffs	6151	43	36	41	41
Acacia Estates	6161	35	36	41	41
Ruddy Creek	6181	-	-	41	41
Total Expenses		38,604	53,078	43,311	43,744
Ending Fund Balance		\$ 79,636	\$ 79,767	\$ 92,037	\$ 105,119

BENEFIT ASSESSMENT DISTRICTS

Item 10.

Activity

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

FUND: 190

	BUDGET UNIT	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Preliminary
Beginning Fund Balance		\$ 24,213	\$ 16,064	\$ 16,064	\$ 20,310
Revenues					
Linkside I	6201	26	325	3,550	3,586
Foothill Estates	6211	833	566	2,341	566
Calle Vista II	6221	32	11	3,028	3,058
Vista Del Oro	6231	39	12	4,381	4,425
Mission Olive	6241	33	10	2,600	2,626
Martin Ranch	6251	-	-	-	-
J Richter Subdivision	6261	10	83	1,344	1,357
Total Revenues		<u>973</u>	<u>1,007</u>	<u>17,244</u>	<u>15,618</u>
Expenses					
Linkside I	6201	2,511	2,049	2,123	2,144
Foothill Estates	6211	1,747	1,499	2,377	2,401
Calle Vista II	6221	939	1,697	2,279	2,302
Vista Del Oro	6231	2,048	2,661	3,061	3,092
Mission Olive	6241	1,169	1,803	2,375	2,399
Martin Ranch	6251	36	36	41	41
J Richter Subdivision	6261	672	815	742	749
Total Expenses		<u>9,122</u>	<u>10,561</u>	<u>12,998</u>	<u>13,128</u>
Ending Fund Balance		\$ 16,064	\$ 6,511	\$ 20,310	\$ 22,800

WESTSIDE PUBLIC SAFETY FACILITY 2006-1

Item 10.

Activity

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

FUND: 200

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 679,073	\$ 761,816	\$ 761,816	\$ 853,144
Revenues				
Revenues	84,134	90,587	94,377	94,662
Total Revenues	<u>84,134</u>	<u>90,587</u>	<u>94,377</u>	<u>94,662</u>
Expenses				
Services & Supplies	1,391	3,050	3,049	3,079
Capital Outlay	-	-		
Transfer out to other agency	-	-		
Total Expenses	<u>1,391</u>	<u>3,050</u>	<u>3,049</u>	<u>3,079</u>
Ending Fund Balance	\$ 761,816	\$ 849,353	\$ 853,144	\$ 944,727

PUBLIC SAFETY SERVICE 2006-2

Item 10.

Activity

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

FUND: 201

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 722,306	\$ 805,271	\$ 805,271	\$ 897,394
Revenues				
Revenues	84,356	88,950	95,172	95,472
Total Revenues	<u>84,356</u>	<u>88,950</u>	<u>95,172</u>	<u>95,472</u>
Expenses				
Services & Supplies	1,391	3,050	3,049	3,079
Capital Outlay	-	-		
Transfer out to other agency	-	-		
Total Expenses	<u>1,391</u>	<u>3,050</u>	<u>3,049</u>	<u>3,079</u>
Ending Fund Balance	\$ 805,271	\$ 891,171	\$ 897,394	\$ 989,787

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.

		2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Housing Expense Budgets	FUND				
Housing Program Fund	221	174,860	3,230,930	1,229,503	2,228,030
Home-First Time Home Buyers	222	1,093,122	1,383,501	240,196	2,314,050
CDBG Community Development	223	1,005,983	11,292,058	1,850,746	10,765,965
CDBG Economic Development	224	31,614	363,603	28,008	33,610
CalHome Grant Fund	225	84,681	93,304	177,683	150,000
Housing Revolving Loan Fund	227	25,000	115,000	-	115,000
EDBG Revolving Loan Fund	228	14,983	43,427	-	-
CDBG Program Income Fund	229	380,699	448,040	362,765	812,734
CalHome Revolving Loan Fund	230	-	282,000	362,315	812,734
Home Revolving Loan Fund	231	2,206,751	1,706,787	71,928	400,616
USDA RBEG Revolving Loan Fund	232	-	-	-	-
City Revolving Loan Fund	233	-	150,000	-	15,000
Total Housing		\$ 5,017,693	\$ 19,108,650	\$ 4,323,144	\$ 17,647,739

HOUSING PROGRAM FUND

Item 10.

Activity

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

FUND: 221

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 3,105,036	\$ 3,572,960	\$ 3,572,960	\$ 2,642,775
Revenues				
Revenues	642,784	698,236	299,318	305,304
Interfund Transfers In	-	-	-	-
Total Revenues	<u>642,784</u>	<u>698,236</u>	<u>299,318</u>	<u>305,304</u>
Expenses				
Salaries & Benefits	11,756	817	68,084	73,530
Services & Supplies	150,999	173,444	254,155	397,000
Loans Made	-	3,050,000	900,000	1,750,000
Capital Outlay	-	-	-	-
Transfers Out	12,105	6,669	7,264	7,500
Total Expenses	<u>174,860</u>	<u>3,230,930</u>	<u>1,229,503</u>	<u>2,228,030</u>
Ending Fund Balance	\$ 3,572,960	\$ 1,040,266	\$ 2,642,775	\$ 720,049

HOME GRANT FUND

Item 10.

Activity

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

FUND: 222

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 384,347	\$ 351,635	\$ 351,635	\$ 361,709
Revenues				
Revenues	1,060,410	1,119,717	250,270	2,225,276
Interfund Transfers In	-	-		
Total Revenues	<u>1,060,410</u>	<u>1,119,717</u>	<u>250,270</u>	<u>2,225,276</u>
Expenses				
Salaries & Benefits	28,965	244,858	-	-
Services & Supplies	13,128	78,075	270	37,050
Loans Made	450,000	500,000		1,827,000
Transfers Out	601,029	560,568	239,926	450,000
Total Expenses	<u>1,093,122</u>	<u>1,383,501</u>	<u>240,196</u>	<u>2,314,050</u>
Ending Fund Balance	\$ 351,635	\$ 87,851	\$ 361,709	\$ 272,935

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

Item 10.

Activity

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

FUND: 223

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ (46,390)	\$ (21,459)	\$ (21,459)	\$ 259,450
Revenues				
Revenues	1,030,914	11,804,875	2,131,655	11,087,900
Transfers In	-	-		
Total Revenues	<u>1,030,914</u>	<u>11,804,875</u>	<u>2,131,655</u>	<u>11,087,900</u>
Expenses				
Salaries & Benefits	333,206	171,245	233,895	255,385
Services & Supplies	412,562	1,025,788	700,109	565,500
Grants / Loans Made	-	9,807,041	840,000	9,815,080
Transfers Out	260,215	287,984	76,742	130,000
Total Expenses	<u>1,005,983</u>	<u>11,292,058</u>	<u>1,850,746</u>	<u>10,765,965</u>
Ending Fund Balance	\$ (21,459)	\$ 491,358	\$ 259,450	\$ 581,385

CDBG ECONOMIC DEVELOPMENT LOAN FUND

Item 10.

Activity

This Fund accounts for the Economic Development Block Grant.

FUND: 224

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 169	\$ 185	\$ 185	\$ 3,351
Revenues				
Revenues	31,630	503,713	31,174	31,797
Total Revenues	<u>31,630</u>	<u>503,713</u>	<u>31,174</u>	<u>31,797</u>
Expenses				
Salaries & Benefits	-	-		
Services & Supplies	-	1,000		
Loans	-	-		
Transfers Out	31,614	362,603	28,008	33,610
Total Expenses	<u>31,614</u>	<u>363,603</u>	<u>28,008</u>	<u>33,610</u>
Ending Fund Balance	\$ 185	\$ 140,295	\$ 3,351	\$ 1,538

CALHOME GRANT FUND

Item 10.

Activity

This Fund accounts for the CalHome Grant.

FUND: 225

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 139,766	\$ 140,233	\$ 140,233	\$ 147,293
Revenues				
Revenues	85,148	93,630	184,743	188,438
Total Revenues	<u>85,148</u>	<u>93,630</u>	<u>184,743</u>	<u>188,438</u>
Expenses				
Salaries & Benefits	-	-		
Services & Supplies	-	-		
Loans Made	-	-		
Interfund Transfers	84,681	93,304	177,683	150,000
Total Expenses	<u>84,681</u>	<u>93,304</u>	<u>177,683</u>	<u>150,000</u>
Ending Fund Balance	\$ 140,233	\$ 140,559	\$ 147,293	\$ 185,731

CITY HOUSING REHAB REVOLVING LOAN FUND

Item 10.

Activity

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

FUND: 227

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 1,275,180	\$ 1,296,979	\$ 1,296,979	\$ 1,353,668
Revenues				
Revenues	46,799	45,120	56,689	57,823
Total Revenues	<u>46,799</u>	<u>45,120</u>	<u>56,689</u>	<u>57,823</u>
Expenses				
Services & Supplies	25,000	15,000	-	15,000
Loans Made	-	100,000	-	100,000
Capital Outlay	-	-	-	-
Transfers Out	-	-	-	-
Total Expenses	<u>25,000</u>	<u>115,000</u>	<u>-</u>	<u>115,000</u>
Ending Fund Balance	\$ 1,296,979	\$ 1,227,099	\$ 1,353,668	\$ 1,296,491

ECONOMIC DEVELOPMENT REVOLVING LOAN FUND

Item 10.

Activity

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

FUND: 228

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 43,227	\$ 28,389	\$ 28,389	\$ 29,182
Revenues				
Revenues	145	101	793	809
Total Revenues	<u>145</u>	<u>101</u>	<u>793</u>	<u>809</u>
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Transfers Out	14,983	43,427	-	-
Total Expenses	<u>14,983</u>	<u>43,427</u>	<u>-</u>	<u>-</u>
Ending Fund Balance	\$ 28,389	\$ (14,937)	\$ 29,182	\$ 29,991

CDBG PROGRAM INCOME

Item 10.

Activity

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

FUND: 229

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 733,003	\$ 1,069,274	\$ 1,069,274	\$ 1,153,890
Revenues				
Revenues	716,970	782,935	337,029	343,771
Transfers In	-	-	110,352	112,558
Total Revenues	<u>716,970</u>	<u>782,935</u>	<u>447,381</u>	<u>456,329</u>
Expenses				
Salaries & Benefits	148,787	239,531	2,068	2,234
Services & Supplies	74,949	103,459	697	10,500
Loans Made	-	105,050	360,000	800,000
Capital Outlay	156,963	-	-	-
Transfers Out	-	-	-	-
Total Expenses	<u>380,699</u>	<u>448,040</u>	<u>362,765</u>	<u>812,734</u>
Ending Fund Balance	\$ 1,069,274	\$ 1,404,169	\$ 1,153,890	\$ 797,485

CAPITAL PROJECTS & IMPROVEMENTS FUND

Item 10.

Activity

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

FUND: 302

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 1,446,794	\$ 2,953,765	\$ 2,953,765	\$ 1,236,897
Revenues				
Revenues	1,506,971	1,504,095	55,539	56,650
Transfers In	-	-	1,500,000	1,500,000
Total Revenues	<u>1,506,971</u>	<u>1,504,095</u>	<u>1,555,539</u>	<u>1,556,650</u>
Expenses				
Services & Supplies				
Capital Outlay	-	2,500,000	3,272,407	2,500,000
Total Expenses	<u>-</u>	<u>2,500,000</u>	<u>3,272,407</u>	<u>2,500,000</u>
Ending Fund Balance	\$ 2,953,765	\$ 1,957,860	\$ 1,236,897	\$ 293,547

CAL HOME REVOLVING LOAN FUND

Item 10.

Activity

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

FUND: 230

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 1,004,186	\$ 1,092,450	\$ 1,092,450	\$ 928,241
Revenues				
Revenues	3,583	2,443	20,423	20,832
Interfund Transfers In	84,681	92,380	177,683	181,236
Total Revenues	<u>88,264</u>	<u>94,823</u>	<u>198,106</u>	<u>202,068</u>
Expenses				
Salaries & Benefits	-	-	2,068	2,234
Services & Supplies	-	7,000	247	10,500
Loans Made	-	275,000	360,000	800,000
Total Expenses	<u>-</u>	<u>282,000</u>	<u>362,315</u>	<u>812,734</u>
Ending Fund Balance	\$ 1,092,450	\$ 905,273	\$ 928,241	\$ 317,575

HOME REVOLVING LOAN FUND

Item 10.

Activity

This Fund accounts for Program Income from Home Loans.

FUND: 231

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 1,368,976	\$ 185,483	\$ 185,483	\$ 1,144,785
Revenues				
Revenues	1,023,258	1,021,020	462,122	457,547
Transfers In	-	-	569,108	563,473
Total Revenues	<u>1,023,258</u>	<u>1,021,020</u>	<u>1,031,230</u>	<u>1,021,020</u>
Expenses				
Salaries & Benefits	102,383	97,412	43,117	46,566
Services & Supplies	2,104,368	1,609,375	28,811	4,050
Loans Made	-	-	-	350,000
Transfers Out	-	-	-	-
Total Expenses	<u>2,206,751</u>	<u>1,706,787</u>	<u>71,928</u>	<u>400,616</u>
Ending Fund Balance	\$ 185,483	\$ (500,284)	\$ 1,144,785	\$ 1,765,189

USDA RURAL BUSINESS ENTERPRISE REVOLVING FUND

Item 10.

Activity

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

FUND: 232

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 26,433	\$ 28,003	\$ 28,003	\$ 28,515
Revenues				
Revenues	1,570	65	512	522
Interfund Transfers	-	1,627	-	-
Total Revenues	<u>1,570</u>	<u>1,692</u>	<u>512</u>	<u>522</u>
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Transfers Out	-	-	-	-
Total Expenses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Fund Balance	\$ 28,003	\$ 29,695	\$ 28,515	\$ 29,037

CITY REVOLVING LOAN FUND

Item 10.

Activity

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

FUND: 233

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 250,710	\$ 252,196	\$ 252,196	\$ 256,392
Revenues				
Revenues	1,486	1,330	4,196	4,280
Transfers In	-	-	-	-
Total Revenues	<u>1,486</u>	<u>1,330</u>	<u>4,196</u>	<u>4,280</u>
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	-	75,000	-	-
Loans Made	-	75,000	-	15,000
Transfers Out	-	-	-	-
Total Expenses	<u>-</u>	<u>150,000</u>	<u>-</u>	<u>15,000</u>
Ending Fund Balance	\$ 252,196	\$ 103,526	\$ 256,392	\$ 245,672

DEBT SERVICE FUND

Item 10.

Activity

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

FUND: 250

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 13,149	\$ 48,154	\$ 48,154	\$ 83,160
Revenues				
Revenues	20,563,683	1,366,490	3,586,738	1,369,990
Transfers In	220,000	220,000	220,000	-
Total Revenues	<u>20,783,683</u>	<u>1,586,490</u>	<u>3,806,738</u>	<u>1,369,990</u>
Expenses				
Principal retirement	20,483,759	987,391	3,250,978	875,000
Interest and fiscal charges	264,919	580,639	520,754	494,990
Total Expenses	<u>20,748,678</u>	<u>1,568,030</u>	<u>3,771,732</u>	<u>1,369,990</u>
Ending Fund Balance	\$ 48,154	\$ 66,614	\$ 83,160	\$ 83,160

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

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 1,170,233	\$ 2,315,509	\$ 2,315,509	\$ 1,219,724
Revenues				
Revenues	1,519,919	3,379	31,568	32,199
Transfers In	-	1,500,000	1,500,000	2,350,000
Total Revenues	<u>1,519,919</u>	<u>1,503,379</u>	<u>1,531,568</u>	<u>2,382,199</u>
Expenses				
Services & Supplies	22,416			
Capital Outlay	<u>352,227</u>	<u>2,000,000</u>	<u>2,627,353</u>	<u>1,600,000</u>
Total Expenses	<u>374,643</u>	<u>2,000,000</u>	<u>2,627,353</u>	<u>1,600,000</u>
Ending Fund Balance	\$ 2,315,509	\$ 1,818,888	\$ 1,219,724	\$ 2,001,923

CAPITAL PROJECTS FUND

Item 10.

Activity

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

FUND: 303

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 2,727,835	\$ 530,858	\$ 530,858	\$ -
Revenues				
Revenues	5,996	5,511	6,315	-
Transfers In	-	-	-	-
Total Revenues	<u>5,996</u>	<u>5,511</u>	<u>6,315</u>	<u>-</u>
Expenses				
Services & Supplies	96,152			
Capital Outlay	2,106,821	1,600,000	537,173	-
Transfer out to other agency				
Total Expenses	<u>2,202,973</u>	<u>1,600,000</u>	<u>537,173</u>	<u>-</u>
Ending Fund Balance	\$ 530,858	\$ (1,063,631)	\$ -	\$ -

CAPITAL PROJECTS FUND (RDA BOND PROCEEDS)

Activity

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

FUND: 304

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 1,201,387	\$ 1,117,003	\$ 1,117,003	\$ 1,133,629
Revenues				
Revenues	4,000	2,819	18,931	19,310
Transfers In	-	-	-	-
Total Revenues	<u>4,000</u>	<u>2,819</u>	<u>18,931</u>	<u>19,310</u>
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	88,384	900,000	2,305	900,000
Transfer out to other agency	-	-	-	-
Total Expenses	<u>88,384</u>	<u>900,000</u>	<u>2,305</u>	<u>900,000</u>
Ending Fund Balance	\$ 1,117,003	\$ 219,822	\$ 1,133,629	\$ 252,939

SEWER FUND

Item 10.

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

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 12,729,992	\$ 13,882,592	\$ 13,882,592	\$ 14,107,643
Revenues				
Revenues	4,807,076	4,700,472	5,509,527	5,619,718
Transfers In	-	-	-	-
Total Revenues	<u>4,807,076</u>	<u>4,700,472</u>	<u>5,509,527</u>	<u>5,619,718</u>
Expenses				
Salaries & Benefits	638,263	827,249	650,959	716,055
Services & Supplies	2,697,050	4,937,452	3,740,472	3,912,950
Capital Outlay	63,402	446,240	637,283	375,000
Transfers Out	255,761	255,762	255,762	255,761
Total Expenses	<u>3,654,476</u>	<u>6,466,703</u>	<u>5,284,476</u>	<u>5,259,766</u>
Ending Fund Balance	\$ 13,882,592	\$ 12,116,361	\$ 14,107,643	\$ 14,467,595

AIRPORT FUND

Item 10.

Activity

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

FUND: 420

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 5,443,722	\$ 5,445,167	\$ 5,445,167	\$ 4,494,607
Revenues				
Revenues	847,308	808,413	666,370	679,497
Transfers In	-	-	-	-
Total Revenues	<u>847,308</u>	<u>808,413</u>	<u>666,370</u>	<u>679,497</u>
Expenses				
Salaries & Benefits	164,359	302,743	73,515	317,880
Services & Supplies	494,155	626,388	1,370,045	1,381,050
Capital Outlay	100,235	90,155	86,256	100,000
Transfers Out	87,114	87,114	87,114	87,114
Total Expenses	<u>845,863</u>	<u>1,106,400</u>	<u>1,616,930</u>	<u>1,886,044</u>
Ending Fund Balance	\$ 5,445,167	\$ 5,147,180	\$ 4,494,607	\$ 3,288,060

STORES REVOLVING FUND

Item 10.

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

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 18,723	\$ 17,518	\$ 17,518	\$ -
Revenues				
Reimbursements	32,407	-	-	-
Total Revenues	<u>32,407</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenses				
Office Expense	33,612	-	-	-
Transfers Out			17,518	
Total Expenses	<u>33,612</u>	<u>-</u>	<u>17,518</u>	<u>-</u>
Ending Fund Balance	\$ 17,518	\$ 17,518	\$ -	\$ -

VEHICLE MAINTENANCE FUND

Item 10.

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

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Cash Balance	\$ 100,655	\$ 144,406	\$ 144,406	\$ -
Revenues				
Revenue	837,914	-	-	-
Transfers In	-	-	-	-
Total Revenues	<u>837,914</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenses				
Salaries & Benefits	311,838	-	-	-
Services & Supplies	482,325	-	-	-
Transfers out			144,406	
Total Expenses	<u>794,163</u>	<u>-</u>	<u>144,406</u>	<u>-</u>
Ending Fund Balance	\$ 144,406	\$ 144,406	\$ -	\$ -

WORKERS COMPENSATION SELF INSURANCE FUND

Activity

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

FUND: 530

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 344,956	\$ 591,963	\$ 591,963	\$ 638,398
Revenues				
Revenues	522,472	481,029	491,435	501,264
Total Revenues	<u>522,472</u>	<u>481,029</u>	<u>491,435</u>	<u>501,264</u>
Expenses				
Services & Supplies	275,465	448,500	440,000	443,000
Claims	-	-	5,000	5,000
Transfers Out	-	-	-	-
Total Expenses	<u>275,465</u>	<u>448,500</u>	<u>445,000</u>	<u>448,000</u>
Ending Fund Balance	\$ 591,963	\$ 624,492	\$ 638,398	\$ 691,662

UNEMPLOYMENT SELF INSURANCE FUND

Item 10.

Activity

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

FUND: 540

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 157,669	\$ 181,798	\$ 181,798	\$ 170,949
Revenues				
Revenues	32,318	30,400	33,191	33,855
Total Revenues	<u>32,318</u>	<u>30,400</u>	<u>33,191</u>	<u>33,855</u>
Expenses				
Claims	8,189	22,000	44,040	35,000
Transfers Out	-	-	-	-
Total Expenses	<u>8,189</u>	<u>22,000</u>	<u>44,040</u>	<u>35,000</u>
Ending Fund Balance	\$ 181,798	\$ 190,198	\$ 170,949	\$ 169,804

VISION SELF INSURANCE FUND

Item 10.

Activity

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

FUND: 550

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Fund Balance	\$ 61,062	\$ 42,854	\$ 42,854	\$ 27,251
Revenues				
Revenues	2,907	5,700	3,436	4,371
Total Revenues	<u>2,907</u>	<u>5,700</u>	<u>3,436</u>	<u>4,371</u>
Expenses				
Services & Supplies	21,115	22,000	19,039	22,000
Transfers Out	-	-	-	-
Total Expenses	<u>21,115</u>	<u>22,000</u>	<u>19,039</u>	<u>22,000</u>
Ending Fund Balance	\$ 42,854	\$ 26,554	\$ 27,251	\$ 9,622

SUCCESSOR AGENCY

Item 10.

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

	2021-22 Actual	2022-23 Budget	2022-23 Projected	2023-24 Preliminary
Beginning Cash Balance	\$ 2,167,411	\$ 2,215,486	\$ 2,215,486	\$ 2,279,371
Revenues				
Revenues	1,638,243	1,640,619	1,654,134	1,660,631
Transfers In				
Total Revenues	<u>1,638,243</u>	<u>1,640,619</u>	<u>1,654,134</u>	<u>1,660,631</u>
Expenses				
Salaries & Benefits	4,951	5,000	5,000	5,000
Services & Supplies	6,723	6,800	6,723	6,800
Principal retirement	1,080,000	1,135,000	1,135,000	1,190,000
Interest & fiscal agent fees	498,494	444,019	443,526	385,894
Transfers Out	-	-	-	-
Total Expenses	<u>1,590,168</u>	<u>1,590,819</u>	<u>1,590,249</u>	<u>1,587,694</u>
Ending Cash Balance	\$ 2,215,486	\$ 2,265,286	\$ 2,279,371	\$ 2,352,308

SUMMARY OF TRANSFERS

FISCAL YEAR 2023-24

Fund	Account #	Transfer-Out	Transfer-In
General Fund - Police Support	100-2401-4750		170,000
Supplemental Law Enforcement Services	153-5231-9000	120,000	
Public Safety Augmentation	154-5241-9000	50,000	
General Fund - Cost Allocation	100-3501-4750		359,980
Sewer Fund	400-4101-9000	255,761	
Airport Fund	420-4201-9000	87,114	
Supplemental Benefits Fund	120-5081-9000	5,000	
Housing Program Fund	221-7011-9000	12,105	
General Fund - Streets	100-3001-4750		547,557
Gas Tax	117-5071-9000	547,557	
Capital Asset Replacement Fund	300-7301-4750		850,000
Capital Asset Reserve	300-7301-4750		1,500,000
Capital Improvement Fund	302-7311-4750		1,500,000
1% District Sales Tax Fund	102-3502-9000	3,850,000	
Subtotal Transfers		<u>4,927,537</u>	<u>4,927,537</u>