



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Regular Meeting

**APRIL 1, 2014**

**CLOSED SESSION 5:00 P.M.**

**OPEN SESSION 6:00 P.M.**

**AGENDA**

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### CLOSED SESSION (5:00 P.M.)

#### ROLL CALL

Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

### CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 5)

### RECONVENE TO OPEN SESSION

### OPEN SESSION (6:00 P.M.)

### PLEDGE OF ALLEGIANCE

### PROCLAMATION / PRESENTATION

A Proclamation recognizing **April, 2014**, as **Sexual Assault Awareness Month**.

A Proclamation recognizing **April, 2014**, as **Child Abuse Prevention Awareness Month**.

A Presentation by **Butte County Undersheriff, Kory Honea** and **Chief Financial Officer, Greg Iturria**, regarding the **Collection of Development Impact Fees for Jail Facilities**.

A Presentation by **Nick Martin, Sierra Business Council**, relating to **Greenhouse Gas Inventory – Climate Action Plan**.

### RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter that is on the

agenda to state your name and the agenda item on which you wish to speak. When that item comes up on the agenda, you will be asked to step to the podium, repeat your name for the record, and make your presentation or ask questions regarding the agenda item. Following your remarks, Council and/or staff may respond to your comments or questions. **Presentations are limited to three minutes per person.** Under Government Code Section 54954.3 the time allotted for presentations may be limited.

## **CONSENT CALENDAR**

1. **APPROVAL OF THE MINUTES OF THE FEBRUARY 18, 2014 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

2. **BUDGET CARRYOVER OF GRANT FUNDS AND PURCHASE ORDER FROM FISCAL YEAR 2012/13 TO 2013/14** – staff report

The Council may consider a supplemental appropriation to carryover the remaining balance of Housing grants and remaining purchase order from fiscal year 2012/13 to 2013/14. **(Randy Murphy, City Administrator and Pat Clark, Director of Business Assistance and Housing Development)**

Council Action Requested: **Approve Supplemental Appropriation No. 2013/14-0214-46 as indicated in the April 1, 2014 staff report.**

3. **DISPOSAL OF SURPLUS PROPERTY** – staff report

The Council may consider the disposal of items listed on the Surplus Property List. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Declare the items listed as surplus property and authorize the items to be added to the Surplus Property List and City staff to contact an auction house, internet sales company or scrap dealer to maximize the value and/or disposal of the surplus property.**

4. **PROPOSED MODIFICATIONS TO THE PARKS AND TREES POLICIES AND PROCEDURES, SPECIFICALLY POLICIES NO. 7, 19, 21, 24, 35 AND 36** – staff report

The Council may consider proposed modifications to the Parks and Trees Policies and Procedures, specifically Policies No. 7, 19, 21, 24, 35 and 36. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt the modifications to the Parks and Trees Policies and Procedures No. 7, 19, 21, 24, 35 and 36, and associated forms.**

5. **SUPPLEMENTAL BENEFITS FUND FUNDING AGREEMENT WITH FEATHER RIVER RECREATION AND PARK DISTRICT** – staff report

The Council, serving as the Supplemental Benefits Fund Administrator, may consider a Funding Agreement, in the amount of \$20,000, with Feather River Recreation and Park District for environmental and design elements of a portion of the Brad Freeman Trail, beginning below the Oroville Veteran's Memorial Park and continuing to the Feather River Nature Center and Native Plant Park. **(Randy Murphy, City Administrator and Bob Marciniak, SBF Program Specialist)**

Council Action Requested:

1. **Adopt Resolution No. 8193 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF OROVILLE, SERVING AS THE FUND ADMINISTRATOR OF THE**

**SUPPLEMENTAL BENEFITS FUND, AND FEATHER RIVER RECREATION AND PARK DISTRICT, IN THE AMOUNT OF \$20,000, FOR ENVIRONMENTAL AND DESIGN ELEMENTS RELATED TO THE BRAD FREEMAN TRAIL – (Agreement No. 3058).**

2. **Approve Supplemental Appropriation No. 2013/14-0314-46 as indicated in the April 1, 2014 staff report.**

6. **PAYMENT TO NORTHSTAR ENGINEERING FOR SURVEYING SERVICES COMPLETED FOR MARTIN V. CITY OF OROVILLE – staff report**

The Council may consider authorizing payments of \$2,265 to Northstar Engineering for completed surveying services associated with the Martin v. City of Oroville Settlement Agreement. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize staff to increase the Northstar Engineering purchase order by \$2,265 to allow payment of both Invoice No. 65809 and a future invoice not to exceed \$375 for surveying services associated with the Martin v. City of Oroville Settlement Agreement.**

### **PUBLIC HEARINGS**

7. **2014/15 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION – staff report**

The Council will conduct a public hearing and may consider the submittal of an Application by the City of Oroville to the State Department of Housing and Community Development for fiscal year 2014/15 Community Development Block Grant Program funding. **(Pat Clark, Director of Business Assistance and Housing Development)**

Council Action Requested: **Adopt Resolution No. 8199 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A 2014/15 APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO RELATING TO THE CALIFORNIA STATE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

8. **MODIFICATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAM GUIDELINES – staff report**

The Council will conduct a public hearing and may consider modifications to the Community Development Block Grant Housing Rehabilitation Program Guidelines. **(Pat Clark, Director of Business Assistance and Housing Development)**

Council Action Requested: **Adopt Resolution No. 8200 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING MODIFICATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAM GUIDELINES.**

### **REGULAR BUSINESS**

9. **PARTICIPATION IN THE YGRENE PROPERTY ASSESSED CLEAN ENERGY PROGRAM WITHIN BUTTE COUNTY – staff report**

The Council may consider the adoption of a resolution to participate in the Ygrene Property Assessed Clean Energy (PACE) Program within Butte County. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8201 – A RESOLUTION OF THE OROVILLE CITY**

**COUNCIL AUTHORIZING AND GRANTING CONSENT FOR THE INCLUSION OF LAND WITHIN THE TERRITORIAL JURISDICTION OF THE CITY OF OROVILLE IN THE COUNTY OF BUTTE COMMUNITY FACILITIES DISTRICT 2013-1 (CLEAN ENERGY).**

**10. CITY OF OROVILLE'S MASTER FEE SCHEDULE – staff report**

The Council will receive a report regarding the current Master Fee Schedule and a process to provide an annual review and updates to the Master Fee Schedule. (**Donald Rust, Director of Community Development**)

Council Action Requested: **Direct staff to return to the Council on a future date with a Master Fee Schedule and Cost recovery and Fee Policy for the City of Oroville.**

**11. AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTERS' ASSOCIATION – staff report**

The Council may consider an Amended and Restated Memorandum of Understanding between the City of Oroville and the Oroville Fire Fighters' Association (OFFA). (**Randy Murphy, City Administrator**)

Council Action Requested:

1. **Adopt Resolution No. 8202 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTERS' ASSOCIATION – (Agreement No. 1436-10).**
2. **Adopt Resolution No. 8203 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING EMPLOYER PAID MEMBER CONTRIBUTIONS THROUGH CALPERS FOR THE OROVILLE FIRE FIGHTERS' ASSOCIATION.**

**SUCCESSOR AGENCY** - None

**MAYOR/ COUNCIL REPORTS**

**COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS** (A verbal report may be given regarding any committee meetings attended.)

**CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

**CORRESPONDENCE**

- Board of Judges, Superior Court of California, County of Butte – received March 17, 2014
- Pacific Gas & Electric Company - received March 17, 2014
- Butte County Mosquito & Vector Control District – received March 25, 2014

**HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS**

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter not listed on

the agenda to step to the podium, state your name for the record and make your presentation. **Presentations are limited to 3 minutes.** Under Government Code Section 54954.2, The Council is prohibited from taking action except for a brief response by the Council or staff to a statement or question relating to a non-agenda item.

## **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 Oroville Fire Fighters' Association.
2. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the Oroville City Employee's Association.
3. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the Oroville City Confidential Association.
4. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the Oroville Mid Manager's Association.
5. Pursuant to Government Code Section 54957(b), the Council will meet with the City Administrator and City Attorney to consider the evaluation of performance related to the following position: Director of Finance.
6. Pursuant to Government Code Section 54957(b), the Council will meet with the City Administrator and City Attorney to consider the evaluation of performance related to the following position: City Administrator.
7. Pursuant to Government Code section 54956.9(b), the Council will meet with the City Administrator and the City Attorney regarding potential litigation – one case.
8. Pursuant to Government Code Section 54957(b), the Council will meet with Labor Negotiators and City Attorney to consider employment related to the following position: Assistant Chief of Police.
9. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator and City Attorney relating to existing litigation: Walnut Hill Estate Enterprises v. County of Butte, et al., United States District Court, Eastern District of California, Case No. 2:14-cv-00640.
10. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator and City Attorney relating to existing litigation: Americanwest Bank v. Oroville Economic and Community Development Corp., et al., Butte County Superior Court, Case No. 161808.
11. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator and City Attorney relating to existing litigation: Martin, et al. v. City of Oroville, and Related Cross Actions, Butte County Superior Court Case No. 148232.

## **ADJOURNMENT**

The meeting will be adjourned. The next regular meeting of the Oroville City Council will be held on Tuesday, April 15, 2014 at 5:00 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.

**CITY COUNCIL MEETING MINUTES  
MARCH 18, 2014 – 5:00 P.M.**

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The agenda for the March 18, 2014 regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall on Friday, March 14, 2014, at 11:00 a.m.

The March 18, 2014 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:11 p.m.

**ROLL CALL**

Present: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox,  
Mayor Dahlmeier  
Absent: None

**Staff Present:**

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Randy Murphy, City Administrator	Scott E. Huber, City Attorney
Bob Marciniak, Program Specialist	Bill La Grone, Director of Public Safety
Donald Rust, Director of Planning & Development Services	Jamie Hayes, Deputy City Clerk
Pat Clark, Director of Bus. Asst. & Housing Development	Karolyn Fairbanks, City Treasurer
Rick Walls, Interim City Engineer	Luis Topete, Associate Planner

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**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Dahlmeier.

**PROCLAMATIONS / PRESENTATIONS** – None

**RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS** – None

**CONSENT CALENDAR**

A motion was made by Council Member Pittman, seconded by Council Member Berry to approve the following Consent Calendar, with exception to item no. 3, 4 and 5:

- 1. APPROVAL OF THE MINUTES OF THE FEBRUARY 26, 2014 SPECIAL MEETING AND THE MARCH 4, 2014 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached
- 2. AMENDMENT TO THE CITY OF OROVILLE'S PERSONNEL RULES AND REGULATIONS TO INCORPORATE A VIRTUAL PRIVATE NETWORK POLICY** – staff report

The Council considered an amendment to the City of Oroville's Personnel Rules and Regulations relating to a Virtual Private Network Policy. **(Randy Murphy, City Administrator and Liz Ehrenstrom, Human Resource Analyst II)**

Council Action Requested: **Adopt Resolution No. 8192 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE AMENDMENT TO THE CITY OF OROVILLE’S PERSONNEL RULES AND REGULATIONS RELATING TO A VIRTUAL PRIVATE NETWORK POLICY.**

- 3. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
- 4. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
- 5. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**

The motion to approve the above Consent Calendar was passed by the following vote:

Ayes: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor  
Wilcox, Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: None

**ITEMS REMOVED FROM THE CONSENT CALENDAR**

- 3. **PAYMENT PLAN FOR A MOBILE FOOD VENDOR PERMIT – staff report**

The Council considered approving a payment plan as requested by Brad Mckeehan for the issuance of a mobile food vendor permit. (**Donald Rust, Director of Community Development and Luis Topete, Associate Planner**)

At the request of Council Member Berry, this item was removed from the Consent Calendar for questions, which were answered by staff.

Following discussion, a motion was made by Council Member Bunker, seconded by Council Member Simpson, to:

**Adopt Resolution No. 8196 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING BRAD MCKEEHAN TO PAY A CITY MOBILE FOOD VENDOR PERMIT IN INSTALLMENT PAYMENTS OVER A SIX-MONTH TIME PERIOD AS SPECIFIED.**

The motion was passed by the following vote:

Ayes: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor  
Wilcox, Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: None

- 4. **SUPPLEMENTAL BENEFITS FUND FUNDING AGREEMENT WITH UPSTATE COMMUNITY ENHANCEMENT FOUNDATION – staff report**

The Council, serving as the Supplemental Benefits Fund Administrator, considered a Funding Agreement, in the amount of \$60,000, with Upstate Community Enhancement

Foundation for Event Coordinator Services for 2014 and 2015. **(Randy Murphy, City Administrator and Bob Marciniak, SBF Program Specialist)**

At the request of Mayor Dahlmeier, this item was removed from the Consent Calendar for questions, which were answered by staff.

City Administrator, Randy Murphy, advised the Council of correction relating to the fund account listed on the staff report.

Following discussion, a motion was made by Council Member Bunker, seconded by Council Member Andoe, to:

1. **Adopt Resolution No. 8194 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF OROVILLE, AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND UPSTATE COMMUNITY ENHANCEMENT FOUNDATION, IN THE AMOUNT OF \$60,000, FOR SERVICES RELATED TO AN EVENT COORDINATOR – (Agreement No. 3059).**
  
2. **Approve Supplemental Appropriation No. 2013/14-0314-45 as indicated in the March 18, 2014 staff report.**

The motion was passed by the following vote:

Ayes: Council Members Andoe, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier  
Noes: Council Member Berry  
Abstain: None  
Absent: None

5. **SUPPLEMENTAL BENEFITS FUND FUNDING AGREEMENT WITH MELTON DESIGN GROUP – staff report**

The Council, serving as the Supplemental Benefits Fund Administrator, considered a Funding Agreement, in an amount not to exceed \$20,000, with Melton Design Group for Landscape Architectural Design Concept Services related to the envisioned Oroville Aquatic Center. **(Randy Murphy, City Administrator and Bob Marciniak, SBF Program Specialist)**

Following discussion on item no. 4, no further discussion was warranted on this item.

A motion was made by Council Member Bunker, seconded by Council Member Pittman, to:

1. **Adopt Resolution No. 8195 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF OROVILLE, AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND MELTON DESIGN FROUP, IN AN AMOUNT NOT TO EXCEED \$20,000, FOR LANDSCAPE ARCHITECTURAL DESIGN CONCEPT SERVICES RELATED TO THE ENVISIONED OROVILLE AQUATIC CENTER – (Agreement No. 3060).**

2. **Approve Supplemental Appropriation No. 2013/14-0314-44 as indicated in the March 18, 2014 staff report.**

The motion was passed by the following vote:

Ayes: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor  
Wilcox, Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: None

**PUBLIC HEARING** - None

**REGULAR BUSINESS**

6. **COST RECOVERY FOR EMERGENCY MEDICAL RESPONSE – staff report**

The Council considered providing direction to staff regarding the study and potential implementation of cost recovery fees for responses to emergency medical incidents. **(Bill LaGrone, Director of Public Safety)**

Following discussion, the Council directed staff to:

1. **Determine the best method to conduct a Cost Recovery Fee Study.**
2. **Determine the best method for third party billing and collection of Cost Recovery Fees.**
3. **Return to Council with information regarding a Cost Recovery Fee Study for further consideration.**

7. **FEATHER RIVER RECREATION AND PARK DISTRICT (FRRPD) AGREEMENTS – staff report**

The Council received an update on the various agreements that exist between the Feather River Recreation and Park District (FRRPD) and the City of Oroville. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **None.**

8. **PERMIT FEE REFUND POLICY – staff report**

The Council considered directing City staff to draft a refund policy for City permitting processes. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Following discussion, the Council directed staff to:

**Prepare a refund policy for City permit fees.**

**9. POTENTIAL ISLAND ANNEXATIONS – staff report**

The Council considered reviewing potential islands at the fringes of the City limits and directing staff on which islands, if any, the Council would like to pursue for annexation. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Following discussion, the Council directed staff to:

**Direct staff on which islands, if any, the Council would like to pursue for annexation. Staff shall work closely with LAFCO and bring back an update on feasibility, application requirements and fiscal impacts before the submittal of any applications.**

**10. OROVILLE OPHIR LIONS CLUB USE OF THE CENTENNIAL CULTURAL CENTER – staff report**

The Council considered a request from the Oroville Ophir Lions Club's for a 50% discount for the bi-monthly use of the Centennial Cultural Center (CCC). **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Following discussion, a motion was made by Council Member Berry, seconded by Vice Mayor Wilcox, to:

**Approve the request from the Oroville Ophir Lions Club for a 50% discount for the bi-monthly use of the Centennial Cultural Center.**

The motion was passed by the following vote:

Ayes: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: None

**11. TEMPORARY TRAFFIC CONTROL POLICY – staff report**

The Council considered a Temporary Traffic Control (TTC) Policy for public works operations that occur in the public right of way. **(Donald Rust, Director of Community Development, Rick Walls, Interim City Engineer)**

A motion was made by Council Member Bunker, seconded by Council Member Berry, to:

**Adopt the Temporary Traffic Control Policy for public works operations that occur in the public right of way.**

The motion was passed by the following vote:

Ayes: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: None

**12. 1880 BIRD STREET SIDEWALKS CONSTRUCTION REIMBURSEMENT – staff report**

The Council considered a reimbursement in the amount of \$750, to Better Builders Construction (BBC), for the removal and replacement of approximately 125 square feet of sidewalk adjacent to 1880 Bird Street. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Following discussion, a motion was made by Council Member Pittman, seconded by Council Member Andoe, to:

**Authorize the reimbursement of approximately \$750 to Better Builders Construction, for the material costs associated with the removal and replacement of sidewalk adjacent to 1880 Bird Street, Oroville. Reimbursement will be based on actual cost which may be slightly more or less than \$750.**

The motion was passed by the following vote:

Ayes: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: None

**13. ACQUISITIONS OF RIGHT OF WAY – staff report**

The Council considered a counteroffer received from Greyhawk Investors for the purchase of right-of-way (ROW) for the Table Mountain Boulevard Roundabout Project (Project). **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Following discussion, a motion was made by Council Member Pittman, seconded by Council Member Andoe, to:

**Adopt Resolution No. 8197 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING BENDER ROSENTHAL TO REVISE THE PURCHASE CONTRACT WITH GREYHAWK INVESTORS TO REFLECT A PURCHASE PRICE OF \$15,000 FOR THE 0.06 ACRE PROPERTY ON THE NORTHWEST CORNER OF TABLE MOUNTAIN BOULEVARD AND NELSON AVENUE.**

The motion was passed by the following vote:

Ayes: Council Members Andoe, Pittman, Vice Mayor Wilcox, Mayor Dahlmeier  
Noes: Council Members Berry, Bunker, Simpson  
Abstain: None  
Absent: None

**14. AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING TO PROVIDE FINAL PAYMENT – staff report**

The Council considered an amendment to the Professional Services Agreement with Willdan Engineering, increasing the amended agreement amount of \$45,000 to \$57,785.50 for Plan Review and Building inspection Services through February 14, 2014.**(Randy**

**Murphy, City Administrator and Donald Rust, Director of Community Development)**

A motion was made by Council Member Bunker, seconded by Council Member Pittman, to:

**Adopt Resolution No. 8198 – Adopt Resolution No. 8198 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH WILLDAN ENGINEERING, INCREASING THE AMENDED AGREEMENT AMOUNT OF \$45,000 TO \$57,785.80 FOR PLAN REVIEW AND BUILDING INSPECTION SERVICES THROUGH FEBRUARY, 2014 - (Agreement No. 3044-2).**

The motion was passed by the following vote:

Ayes: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: None

**15. SELECTION OF THE 2014 SAMUEL J. NORRIS AWARD FOR EXCELLENCE RECIPIENT – staff report**

The Council considered the selection of a recipient for the 2014 Samuel J. Norris Award for Excellence. **(Randy Murphy, City Administrator) (Continued from March 4, 2014)**

Following a ballot vote, Mayor Dahlmeier announced Wendell P. Hammon had been selected as the recipient for the 2014 Samuel J. Norris Award for Excellence, to be presented at the Oroville Economic Development Corporation's Annual Awards Dinner on March 27, 2014, at the Southside Community Center.

**SUCCESSOR AGENCY - None**

**MAYOR/ COUNCIL REPORTS**

Council Member Bunker announced the Oroville Economic Development Corporation's annual Awards Dinner on March 27, 2014, at the Southside Community Center, located at 2959 Lower Wyandotte Road, Oroville.

Council Member Bunker reported that the Butte Air Quality Management District Board had held a public hearing to consider a petition filed by Sierra Silica Resources for a Regular Variance relating to the construction of a sand drying and sizing plant at 650 Georgia Pacific Way, Oroville. Council Member Bunker advised that Council that the Variance was approved.

**CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

- Police & Fire Department – activity report

Public Safety Director, Bill Lagrone, reported that the City had recently successfully hired six new Firefighters.

Director of Community Development, Donald Rust, reported that:

- Caltrans had recently approved the Digital Gateway Signage Project, to be constructed at Georgia Pacific and Highway 70
- Stanford Avenue School had hosted an Arbor Day event, with Mayor Dahlmeier serving as a guest speaker
- Department of Water Resources (DWR) had recently contacted the City of Oroville to request that the City to represent the North State as a “test-run” community in relation to DWR’s General Plan Update.
- Lord’s Gym had submitted correspondence relating to a “mudder” race event to be held on June 21<sup>st</sup>, 2014

Director of Business Assistance and Housing Development, Pat Clark, reported that staff would be submitting the 2014/15 Community Development Block Grant Application to the State of California. If funding is received, staff has suggested possible projects to include Housing Rehabilitation funds for sewer lateral installations.

City Administrator, Randy Murphy, reported that the League of California Cities was requesting nominations for their Board of Directors.

### **CORRESPONDENCE**

- Marci Reaven, Vice President, History Exhibits New York Historical Society, dated March 10, 2014
- League of California Cities, dated March 6, 2014

### **RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON NON-AGENDA ITEMS**

Council Member Pittman reported on a recent Rotarian Vocational Project in Liberia that he had returned from which provided hygiene training and water well maintenance training to the local region.

### **CLOSED SESSION**

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the Oroville Fire Fighters’ Association.
2. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the Oroville City Employee’s Association.
3. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the Oroville City Confidential Association.
4. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the Oroville Mid Manager’s Association.
5. Pursuant to Government Code Section 54957(b), the Council met with the City Administrator and City Attorney to consider the evaluation of performance related to the following position: Director of Finance.

6. Pursuant to Government Code section 54956.9(b), the Council met with the City Administrator and the City Attorney regarding potential litigation – two cases.
7. Pursuant to Government Code Section 54957(b), the Council met with Labor Negotiators and City Attorney to consider employment related to the following position: Assistant Chief of Police.

Mayor Dahlmeier announced that no actions had been taken in Closed Session and direction had been given to staff.

### **ADJOURNMENT**

The meeting was adjourned at 8:48 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, April 1, 2014 at 5:00 p.m.

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Randy Murphy, City Clerk

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Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR  
PAT CLARK, DIRECTOR OF BUSINESS ASSISTANCE AND  
HOUSING DEVELOPMENT**

**RE: BUDGET CARRYOVER OF GRANT FUNDS AND PURCHASE  
ORDER FROM FISCAL YEAR 2012/13 TO 2013/14**

**DATE: APRIL 1, 2014**

**SUMMARY**

The Council may consider a supplemental appropriation to carryover the remaining balance of Housing grants and remaining purchase order from fiscal year 2012/13 to 2013/14.

**DISCUSSION**

Staff is requesting to transfer the remaining balance of the YMCA grant budget, and purchase order to carry-over to the new fiscal year in accordance with the City's Expenditure Control Budget Policy. The General Fund/Other Funds and Capital Projects were previously carried over at the December 3, 2013 City Council meeting.

**FISCAL IMPACT**

The detail of the account to be carried over from the 2012/13 fiscal year to the 2013/14 fiscal year is listed below:

Supplemental Appropriation No. 2013/14-0214-46

Transfer From:

2012/2013 Fiscal Year Budget, CDBG Public Service Activity, YMCA  
150-9000-8571      \$52,572

Transfer To:

2013/2014 Fiscal Year Budget, CDBG Public Service Activity, YMCA  
150-4959-8571      \$52,572  
150-7000-8571      \$27,751  
150-9010-8571      \$24,821

**RECOMMENDATION**

Approve Supplemental Appropriation No. 2013/14-0214-46, as indicated in this staff report, dated April 1, 2014.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: DISPOSAL OF SURPLUS PROPERTY**

**DATE: APRIL 1, 2014**

**SUMMARY**

The Council may consider the disposal of items listed on the Surplus Property List.

**DISCUSSION**

Section 2-64 of the Code of the City of Oroville requires that fixed assets and other surplus property of the City be declared surplus before being disposed of by the Purchasing Agent (City Administrator). If any of the items to be declared surplus are worth more than \$5,000, competitive bids are required and these items would have to be brought to the Council for further consideration after bids are obtained.

The City Purchasing Agent can also transfer these items to other public agencies such as school districts.

After the equipment has been declared surplus, staff must follow the following process to surplus the item:

1. If appropriate, the items will be offered to other public agencies at no cost.
2. If the City Purchasing Agent feels that the City will realize more from the sale than it would cost to dispose of the item, the item will be offered for sale.
3. The disposal of the surplus property will be a team effort involving all department heads. Items will be sold by any one of four means: direct sale to be held by the City; sale to a third party after advertisement; transfer to an auctioneer who will receive a portion of the proceeds as compensation or; internet auction. If the item has no value it will be scraped or taken to the dump, to be recycled, if possible.
4. Any items from which the City expects to net more than \$5,000 will be bid in accordance with City policy. The bids will be brought to the City Council for approval.

**CC-3**

## Surplus Items

1. Vehicle No. 81 – Public Works Street Department: street sweeper, is not smogged nor legal to operate with an oil leak in the timing cover housings;
2. Vehicle No. 89 – Public Works Street Department: stake rack truck, is limited to 1,000 miles per year, per smog rules and needs to be replaced;
3. Vehicle No. 91 – Public Works Street Department: Motor-Grader, transmission is shot, and cannot be equipped with a diesel exhaust particulate filter, and needs to be replaced;
4. Public Works Street Department: miscellaneous concrete mixer, the engines are worn out and is in need of a replacement mixer;
5. Vehicle No. 235 Police Department: this is a wrecked crown Victoria, the City Mechanic Shop has removed most all the usable parts, and this item will be scrapped and recycled;
6. Public Works Street Department: two (2) damaged crack seal tanks that can no longer be utilized by the City's Street Division; and
7. Fire Department: hauled in a used vehicle into the Corporation Yard for purposing training and this item will be scrapped and recycled.

## **FISCAL IMPACT**

None

## **RECOMMENDATIONS**

Declare the items listed as surplus property and authorize the items to be added to the Surplus Property List and City staff to contact an auction house, internet sales company or scrap dealer to maximize the value and/or disposal of the surplus property.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: PROPOSED MODIFICATIONS TO THE PARKS & TREES POLICIES  
AND PROCEDURES, SPECIFICALLY POLICIES NO. 7, 19, 21, 24, 35  
AND 36**

**DATE: APRIL 1, 2014**

**SUMMARY**

The Council may consider proposed modifications to the Parks & Trees Policies and Procedures, specifically Policies No. 7, 19, 21, 24, 35 and 36.

**DISCUSSION**

At their February 7, 2012 meeting, the Council approved the Parks & Trees Policies and Procedures, with exception to Policies No. 6, 7, 19, 21, 35 and 36.

The Park Commission, at their May 13, 2013 meeting, reviewed and recommended the City Council review and approve the revisions made to Policy No. 6. In addition, the Commission directed staff to schedule a meeting for the Park Commission Authority subcommittee to review the draft revisions to Policies No. 7, 19, 21, 35 and 36. The committee met on July 16, 2013.

On June 4, 2013, with a recommendation from the Oroville Park Commission, the City Council reviewed and adopted the modifications to Policy No. 6 "Size, Wording, and Placement of Plaque."

Policy No. 7 modifications required splitting the policy into two separate policies; one for Parks and Trees and one for Museums and Cultural Facilities. The Parks and Trees related portion of Policy No. 7 were incorporated into Policy No. 24, during the modification process, and was included with the policies reviewed by the subcommittee on July 16, 2013.

The Park Commission, at the August 12, 2013 meeting, reviewed and recommended that the proposed modifications to the Parks & Trees Policies and Procedures, Policies No. 7, 19, 21, 35 and 36, be reviewed and adopted the City Council.

CC-4

## **FISCAL IMPACT**

There is no fiscal impact at this time.

## **RECOMMENDATION**

Adopt the modifications to the Parks & Trees Policies and Procedures, specifically Policies No. 7, 19, 21, 24, 35 and 36.

## **ATTACHMENT(S)**

Parks and Trees Policies and Procedures No. 7, 19, 21, 24, 35 and 36, and associated forms

# CITY OF OROVILLE

## Policies and Procedures

<b>NUMBER:</b> 7	<b>SUBJECT:</b> Cultural Facilities Admission
<b>DATE:</b> 11-26-90 AMENDED <b>REV:</b> 06-28-99, 03-27-06 07-01-08, 08-24-09	<b>SECTION:</b> Museums and Cultural Facilities

**POLICY:** The Museums and Cultural Facilities Foundation shall propose and recommend a cultural facilities fee schedule (Exhibit A), for the purpose of creating revenue to offset the operating costs. The recommendation will be forwarded to the City Council for consideration and adoption.

### PROCEDURE:

#### I. MONIES

At each museum facility, the Curator or designated City employee shall collect donations and fees and turn directly over to the Finance Department in City Hall for deposit. The following procedure applies for each individual museum.

- 1) The docent on duty, at the end of each week, shall notify the Curator or designated City employee of the number of admissions for the week. Notification can be by phone or email.
- 2) Ten (10) or more admissions received during a weeks time period, Monday – Sunday, requires a collection of monies for deposit the following business week.
- 3) Less than ten (10) admissions during the week, collection of monies may be postponed for the following week's collection of monies.
- 4) Monies are to be collected, at a minimum, biweekly for each museum.
- 5) The final end of the month deposit shall end with, and include, the last day of the month receipts.

#### II. REPORTS

As set forth in the Bylaws of the City of Oroville Museums and Cultural Facilities Foundation, the Treasurer shall submit an annual report to the City Council at the first regularly scheduled City Council meeting in May."

<b>INITIATED:</b> Park Commission	<b>APPROVED BY:</b> City Council
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# CITY OF OROVILLE

## Policies and Procedures

<b>NUMBER: 19</b>	<b>SUBJECT: Criteria for determining Scope of Collection for the Lott Home</b>
<b>DATE: Unknown</b> <b>REV: 7-27-1992</b> <b>03-23-2009</b>	<b>SECTION: Parks and Trees</b>

**POLICY:** The Park Director shall evaluate all artifacts at either the time of acceptance for appraisal or final acceptance for the Lott home.

**PROCEDURE:** In establishing the scope of the collection of historical artifacts suitable for the Lott Home, the following points shall be considered:

1. The geographical boundaries of Oroville and the surrounding area.
2. The appropriate time period should be limited to the lifetime of Judge C. F. Lott, with particular emphasis on the years 1849 to 1918.
3. Subjects of Exhibits shall include all objects associated with the Lott Family in Oroville and their activities. Other subjects around which the collection is built may include objects associated with the settlement of Oroville, the development of mining, agriculture, business, arts, manufacturing, transportation, education, religious, fraternal, and social life of the appropriate time period.
4. Items which do not fall into the above categories or reproductions of items that fit the above, that would be suitable for interpretive display or use or would augment displays may be accepted for the Lott home interpretive education collection. Items in the interpretive education collection may become worn out, damaged or even destroyed while being used for interpretive programs. These items are not expected to become permanent collection pieces.

**EXCEPTIONS:** Policy No. 26 Tandy Room and/or authorized by the Park Commission.

<b>INITIATED BY: Park Commission</b>	<b>APPROVED BY: City Council</b>
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# CITY OF OROVILLE

## Policies and Procedures

<b>NUMBER: 21</b>	<b>SUBJECT: Loaned Artifacts for Display at the Cultural Facilities</b>
<b>DATE: 2-23-81</b> <b>REV: 5-26-87</b>	<b>SECTION: Museums and Cultural Facilities</b>

**POLICY:** Articles or artifacts offered to the City for display at either the Chinese Temple or the Lott Home on a loan basis shall be accepted only when they are determined to be of such unique interest or value as to stand out from the existing permanent displays.

**PROCEDURE:** At such time as the artifact or articles are presented to the City, they shall be accompanied by an appraisal and interpretation by a qualified person or firm so that the City may determine if the item meets the criteria for display as set forth in these policies.

The owner or agent offering the item(s) for loan shall be responsible for obtaining the appraisal and interpretation. The owner or agent offering the item for loan shall be responsible for obtaining and maintaining insurance for the item(s) during the period of the loan, and shall submit proof of such to the City.

The owner or agent offering the item(s) for loan shall sign an agreement by which the City is not held responsible for damage or loss due to fire, flood, earthquake or theft. The owner or agent, before removing any article from either of the facilities shall notify the City of such intent thirty (30) days in advance.

**EXCEPTIONS:** None, unless authorized by City.

**INITIATED BY:** Park Commission

**APPROVED BY:** City Council

# CITY OF OROVILLE

## Policies and Procedures

<b>NUMBER:</b> 24	<b>SUBJECT:</b> Park Use and Park Hours
<b>DATE:</b> 12/18/89 <b>REV:</b> 3/26/07, XX/XX/2013	<b>SECTION:</b> Parks and Trees

**POLICY:** The Department of Parks and Trees shall propose and recommend for adoption a park use policy, contained herein, and a park use fee schedule (Exhibit A). The recommendation will be considered by the Park Commission and a recommendation will be forwarded to City Council for adoption.

### PROCEDURE:

#### I. RESERVATIONS

a. All City parks are available on a first come, first serve basis and can be used free of charge, unless reserved. Select City of Oroville parks (specific areas) can be reserved when accompanied by a completed application, full payment of use fees and deposit if applicable. Reservations take precedence over the use of Centennial Plaza, Feather Rive Nature Center, Lott - Sank Park (patio and gazebo areas) and tables under covered shade shelters at parks with play equipment.

b. Approved reservation forms and fee schedules are available at City Hall, and on the City's website at [www.cityoforoville.org](http://www.cityoforoville.org).

c. Reservation(s) will be made upon receipt of a completed application and full payment of use fees, made payable to the City of Oroville, and applicable deposit. All monies are to be delivered to the Finance Department.

d. Lott – Sank Park, Centennial Plaza and Nature Center: Rental is limited to eight (8) hours.

e. Hewitt, Hammon, Rotary Park: Rental fee is based on a four (4) hour period. Parks can be reserved for longer than four (4) hours for an additional charge. (See fee schedule)

#### II. REFUNDS

a. Cleaning/security deposits will be refunded, by the finance department within 20 working days, upon verification the facilities were left clean.

b. Key deposits will be refunded upon the return of the key(s).

c. Lott – Sank Park: In the event of cancellation, 50% of the park use fee and 100% of the deposit and any permit fees paid will be refunded. In the event of inclement weather, a full refund will be made.

d. All other parks: If a cancellation is made 5 days or less prior to event, applicant will forfeit 100% of use fee. In the event of inclement weather, a full refund will be made.

e. Cancellation refunds will be made by the Finance Department within 20 working days after receipt of a completed cancellation form.

III. REPORTS

a. Records shall be kept for all reservations; park or facility reserved, use date and fees paid (use fee, permits). Information is to be combined in a report and submitted monthly for the monthly Park Commission meeting.

IV. ALL PARKS

Groups of 400 or more shall make their own arrangements for garbage pickup and shall supply, at their own expense, sufficient toilet facilities, i.e. chemical toilets, as required by Public Health code.

V. PARK HOURS

a. Lott – Sank Park

Monday – Saturday	9:00 a.m. – 9:00 p.m.
Sunday	9:00 a.m. – 8:30 p.m.

b. All other Parks

Daily	Dawn to Dusk
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Pursuant to City Ordinance Number 1340, Section 14-7 (g) Hours of Use, the City Park Commission shall designate the hours of closing for each City park.

Such hours of closing shall be posted at each entrance to each park facility.

**EXCEPTIONS:**

The Chief of Police may at any time order any City park closed for a period of time not to exceed twenty four (24) hours whenever in the judgment of the Chief of Police such closing is necessary or required to prevent injury to persons or property.

When determined it is in the best interest for public safety, the Director of Parks and Trees may close a park owned or operated by the City until any situation creating a hazard is corrected.

**A City park may remain open after hours for an event or function only by authorization of the Park Commission or approved rental application.**

Lott-Sank Park shall open at 9:00 a.m. daily and close at 9:00 p.m. Monday through Saturday. On Sundays, this park will close at 8:30 p.m.

INITIATED: Park Commission	APPROVED BY: Parks Commission
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# CITY OF OROVILLE

## Policies and Procedures

<b>NUMBER: 35</b>	<b>SUBJECT: Specified Donations to the Museums</b>
<b>DATE: 5-26-09</b> <b>REV:</b>	<b>SECTION: Museums and Cultural Facilities</b>

**POLICY:** Funds over \$100 donated to a museum can have a designated use. These funds will be placed in a restricted account for that designated future use. Approval of the use of such funds will require a majority vote of the Parks Commission. If approved, a request for the release of the funds will be sent to the City Council for their approval.

**PROCEDURE:** Donors of funds over \$100 may request the funds to be used for a designated purpose. Such funds shall be placed in a restricted account until they are released for use. A form for such donations will be made available at the Parks office, the museums, and the city web page. After acceptance and receipt of such funds, a thank you letter from the Commission chairperson shall be sent to the donor. At the time the funds are utilized, a letter detailing that usage shall be sent to the donor by the Parks Commission. A record of these specified donations and their distribution shall be kept at the parks office.

**ATTACHMENTS:** Donation Form

<b>INITIATED: Parks Commission</b>	<b>APPROVED BY: City Council</b>
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**Oroville City Museum Monetary Donations Form (Policy 35)**

The Oroville City Museums welcome donations of both artifacts and funding. Artifacts help us to tell the history of this area and the people who have made it what it is today. Donations of funding allow the city to improve the museums beyond what the city can afford to do. Just as the city relies on volunteers to staff the museum, it also relies on the public's generosity to keep the museums fresh and interesting. Your donations, whether to a specific project or museum or to our general operating expenses help keep alive the past and allow us to improve the displays or the museum for the benefit of all the surrounding area's citizens. Large donations may be designated as endowments to provide for continual financial support for a specific item or museum. YOU can make a difference far into the future.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone Number ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Today's Date: \_\_\_\_\_

Amount of Donation \_\_\_\_\_

This donation is to be used for: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To Honor (if different than donor): \_\_\_\_\_

<b>This box for Office Use Only</b>	
Received by: _____	Date _____
Receipt N <sup>o</sup> : _____	
Allocated to: _____	Date _____
By _____	Notification Letter sent _____ Date _____

# CITY OF OROVILLE

## Policies and Procedures

<b>NUMBER: 36</b>	<b>SUBJECT: Artifact Loans to other Institutions</b>
<b>DATE: 6-22-09</b> <b>REV:</b>	<b>SECTION: Museums and Cultural Facilities</b>

**POLICY:** The Oroville City Museums may lend artifacts to other museums or professional institutions for the purpose of exhibition, research or conservation.

**PROCEDURE:** Upon receiving a request for the loan of an object, the following instructions shall be followed:

The Museums shall follow the following criteria:

1. Outgoing loans will only be granted to institutions with standards of care and security equal to or in excess of the City's. The borrower must also ensure adequate artifact environment, handling and insurance.
2. The City must have clear title to an object to consider it for an outgoing loan, without restrictions which would inhibit such a loan.
3. When possible, loaned materials will be duplicates in the collection, replicas or copies. Items which are irreplaceable will not be loaned.
4. Objects will not be loaned if the proposed use might present unreasonable risks to the objects, or if the use might in any way reflect on the integrity of the City's Museums.
5. Objects must be stable, and sound enough to withstand handling, packing, shipment, and significant climate shifts.
6. Property on loan to the City museums may not be loaned out by the City.
7. All loans must be for a stated term, and no indefinite loans will be made.
8. The signatory of a loan agreement will be held personally responsible for the object(s) borrowed on behalf of his/her agency or organization.

## Process for Outgoing Loans

Loans will be formalized with the loan agreement form that spells out the conditions of the loan, including issues of insurance, photographic rights, duration, credits, etc. The completed loan agreement will be presented to the Park Commission for their approval with a minimum of three votes in favor. The Park Director shall be the designated signer. A log sheet will be kept of the loan process.

In order to maintain the research and interpretive value of the City Museums' collections, the borrower must agree to submit one copy of any and all reports, photographs or drawings, analyses or articles based on the study of or other use of the loaned material. Loaned items which are exhibited should be credited to the loaning museum, and a copy provided to the City of any literature (flyers, catalogs, etc.) in which the object(s) has been mentioned.

The borrower must provide "wall-to-wall" insurance for all objects borrowed, and must provide evidence that insurance has been obtained, or, otherwise must provide assurances that loss or damage will be indemnified.

A facility report may be required from the borrower if the object requested is fragile and/or the length of time requested or other conditions put the object(s) at risk for environmental degradation.

Photographs of the object(s) shall be taken before their removal from the museum, and upon their return so as to document the object(s)' condition

Even if proposed use of a loaned object(s) has been approved, the Park Commission has authority to rescind the loan if it is later shown that there is risk to the object(s) or that use is reflecting negatively on the integrity of the City Museums.

## Restrictions on Outgoing Loans

Object(s) on loan from the City museums may not be reproduced by casting, copying, or other methods without express written permission of the Park Commission. Borrowed items may not be reproduced for sale by other

institutions or individuals without express permission from the Parks Commission and City Council, and with appropriate compensation as approved by the City Council.

Loans ordinarily will be for a period of one year or less, unless there are special circumstances. The borrower is responsible for packing the loan for safe return, in the manner in which it was received from the City museums. Upon receipt of the returned loan and inspection of condition, the City will provide the borrower with a signed receipt for object(s). Any damage will be noted, in writing, at the time of receipt or within 72 hours thereafter.

Individualized agreements will be made for outgoing loans approved for special traveling exhibits to include: justification for request of the object(s), proposed duration and venues of the exhibition, insurance coverage arrangements, customs agreements if needed, condition reporting to be required for the exhibition, emergency notification procedures, provisions for return of the loan, and policies and procedures of the circulating institution regarding packing, handling, exhibition methods, storage environment, shipping dates and instructions.

**ATTACHMENTS:** Proposed Artifact Loan Form and Log sheet.

**EXCEPTIONS:** None, unless authorized by City Council.

<b>INITIATED: Park Commission</b>	<b>APPROVED BY: City Council</b>
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## City of Oroville Museums Loan Care Agreement

Borrower agrees to take full responsibility to loaned objects and return them in the condition in which they were received. S/he further agrees to keep and maintain them in personal custody except as otherwise noted on the loan agreement.

### CARE OF OBJECTS

These museums are devoted to permanent preservation of its collections. This means that you cannot think of caring for borrowed items as you would for something in your own home, which you would only expect to last for ten to twelve years. Museum items must be thought of as lasting, if possible, for at least 100 or more years. Please take **better** care of these objects than if they were your own.

Even with the best of handling, or even no handling at all, **all materials deteriorate** minutely all the time. The following handling rules will help minimize this:

Wash hands before handling. Dirt and even natural oil from hands causes damage.

Do not use pins, scotch tape, masking tape, etc., on the items in any way.

No smoking while handling objects! Minute crystalline smoke particles cause damage. Smoking also constitutes a fire hazard.

Never allow food or drink near items. Do not eat or drink while handling objects.

Never leave objects out where other people may handle them in your absence.

If you have borrowed items with organic content (fabric, wool, feathers, wood, paper, fur, etc.) do not allow them to be exposed to sunlight. Limit their exposure to artificial light as much as possible.

Do not remove **any** identifying marks or features.

### TRANSPORTATION

Use two hands to lift any object. Support it from below with one hand. Take care not to put a strain on any protruding part (handle, chair arm, etc.) or any other portion of an object. An object's own weight may put strain on these parts.

Use extra care in moving items. Protect them from any potential damage from scratches, bumps, falling objects, etc.

Do not overcrowd a box or container in which you are carrying objects. Don't mix heavy things with fragile things.

Never attempt to repair any damage to an object which may have occurred. It must be done professionally.

Damage caused by careless handling may suffer loss of value or appearance. Prevention is better. (Restoration is also prohibitively expensive.) Different objects may have different care requirements which cannot be enumerated here. Please be conscious of everything that might happen to an object and **use preventative measures.**

Damage to museum items, or their loss, may not be recoverable and usually cannot be compensated for.

**Please help us keep these historic or special things for future generations to appreciate.**  
Thank you.

# OUTGOING LOAN AGREEMENT

## City of Oroville Museums

Loan # \_\_\_\_\_

Date \_\_\_\_\_

Pioneer Memorial Museum   C. F. Lott Home Museum   Chinese Temple Complex & Museum  
Bolt's Antique Tool Museum   Bathhouse Museum  
1735 Montgomery Street, Oroville, CA 95965   530-538-2497

The following items from the enter museum collection here are being loaned to

\_\_\_\_\_ of \_\_\_\_\_

for the purpose of \_\_\_\_\_

for the period of \_\_\_\_\_ to \_\_\_\_\_

Borrower agrees to take full responsibility for all items and to return them in the condition in which they were received. All items must be handled exclusively by the borrower, who will accept liability for the items from the time they leave the museum until they are returned. Borrower also agrees to all terms of the Loan Care Agreement printed on the back of this form. Attached to this form shall be a copy of the insurance certificate.

Special conditions:

<u>Number</u>	<u>Item and Condition</u>	<u>Value</u>
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Date \_\_\_\_\_  
Signature of Park Commission Chairperson

Date \_\_\_\_\_  
Signature of Borrower

Date Returned \_\_\_\_\_  
Signature of Park Director or Museum Curator

**OROVILLE CITY MUSEUMS  
OUTGOING LOAN AGREEMENT  
PROCESS CHECK LIST**

**City of Oroville Museums**

Loan # \_\_\_\_\_

Date \_\_\_\_\_

<b>Done</b>	<b>Date</b>	<b>Initial</b>	<b>Action Item</b>
_____	_____	_____	<b>Request for Loan received</b>
_____	_____	_____	<b>Request review by Curator</b>
_____	_____	_____	<b>Loan Log book entry opened</b>
_____	_____	_____	<b>Requested object inspected</b>
_____	_____	_____	<b>Request reviewed by loan committee</b>
_____	_____	_____	<b>Loan Agreement Forms sent to requestor</b>
_____	_____	_____	<b>Completed forms received</b>
_____	_____	_____	<b>Requested Items Photographed</b>
_____	_____	_____	<b>Request presented to Parks Commission</b>
		<b>Approved</b>	<b>Denied</b>
_____	_____	_____	<b>Requested Items packed for transporting</b>
_____	_____	_____	<b>Packing photographed</b>
_____	_____	_____	<b>Receipt of items confirmed by borrower</b>
_____	_____	_____	<b>Photographs of display received</b>
_____	_____	_____	<b>Return of items, inspection of condition</b>
_____	_____	_____	<b>Loan Item Log book entry closed</b>

**CITY OF OROVILLE  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR  
BOB MARCINIAK, SBF PROGRAM SPECIALIST**

**RE: SUPPLEMENTAL BENEFITS FUND FUNDING AGREEMENT  
WITH FEATHER RIVER RECREATION AND PARK DISTRICT**

**DATE: APRIL 1, 2014**

**SUMMARY**

The Council, serving as the Supplemental Benefits Fund Administrator, may consider approving a Funding Agreement, in the amount of \$20,000, with Feather River Recreation and Park District (FRRPD) for environmental and design elements of a portion of the Brad Freeman Trail, beginning below the Oroville Veterans Memorial Park and continuing to the Feather River Nature Center and Native Plant Park.

**DISCUSSION**

At a Special meeting of the SBF Steering Committee, the Committee approved to provide funds in the amount of \$20,000, for environmental and design elements of a portion of the Brad Freeman Trail, beginning below the Oroville Veterans Memorial Park and continuing to the Feather River Nature Center and Native Plant Park.

FRRPD, the City of Oroville and the Friends of the Feather River Nature Center have been in discussion for some time to resolve the unfinished portion of the Brad Freeman Trail that begins below the Oroville Veterans Memorial Park and continues to just inside the Feather River Nature Center and Native Park. This portion of the trail has been the "missing link" which when completed, will provide foot and bicycle access to the community. FRRPD will be the lead agency on this project, working closely with stakeholders including, California State Parks, DWR, the City of Oroville and the Friends of the Feather River Nature Center.

**FISCAL IMPACT**

There is no impact to the General Fund.

Increase Revenue:	190 – 4490	\$20,000
Increase Expenditures	190 – 7000	\$20,000

## **RECOMMENDATION**

1. Adopt Resolution No. 8193 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF OROVILLE, SERVING AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND FEATHER RIVER RECREATION AND PARK DISTRICT, IN THE AMOUNT OF \$20,000, FOR ENVIRONMENTAL AND DESIGN ELEMENTS RELATED TO THE BRAD FREEMAN TRAIL – (Agreement No. 3058).
2. Approve Supplemental Appropriation No. 2013/14-0314-46 as indicated in the fiscal impact of this staff report, dated April 1, 2014.

## **ATTACHMENTS**

Resolution No. 8193  
Agreement No. 3058

**CITY OF OROVILLE  
RESOLUTION NO. 8193**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF OROVILLE, AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND FEATHER RIVER RECREATION AND PARK DISTRICT, IN THE AMOUNT OF \$20,000 FOR ENVIRONMENTAL AND DESIGN ELEMENTS OF A PORTION OF THE BRAD FREEMAN TRAIL**

**(Agreement No. 3058)**

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

1. The Mayor is hereby authorized and directed to execute a Funding Agreement with Feather River Recreation and Park District in the amount of \$20,000.
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 April 1, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Randy Murphy, City Clerk

**AGREEMENT BETWEEN CITY OF OROVILLE AND THE FEATHER RIVER  
RECREATION AND PARK DISTRICT**

**THIS AGREEMENT** is entered into as of the 1<sup>st</sup> day of April 2014, between the City of Oroville (City) and the Feather River Recreation and Park District (Grantee). City and Grantee hereby agree as follows:

**RECITALS**

- A. Pursuant to the provisions of Standard Agreement No. 4600007302 between the California Department of Water Resources (DWR) and City, the Supplemental Benefits Fund Steering Committee has awarded the Grantee with a grant not to exceed \$20,000 for Environmental and Design Elements of a portion of the Brad Freeman Trail (Project) as described in Exhibit A attached to this Agreement; and
  - B. In order to implement the grant award, City, as the Supplemental Benefits Fund Administrator, and Grantee are entering into this Agreement.
1. **Purpose.** The purpose of this Agreement is to provide a Supplemental Benefits Fund (SBF) grant to Grantee for Disc Environmental and Design Elements of a portion of the Brad Freeman Trail. Grantee agrees to use the grant funds received from City in accordance with the terms of this Agreement. Except as expressly provided in this Agreement, City shall have no obligation to reimburse or otherwise pay for any assistance or cooperation relating to the implementation of the Project.
  2. **Grant Amount.** City shall provide a grant in the amount not to exceed \$20,000.00 to Grantee to assist in Environmental and Design Elements of a portion of the Brad Freeman Trail in Oroville, California.
  3. **Term of Agreement.** The term of this Agreement will begin on April 1, 2014 and terminate on April 1, 2015, or upon completion of the Project, whichever occurs

first. The term may be amended only in writing by City and Grantee with the approval of the Supplemental Benefits Fund Steering Committee.

4. **Incorporation of Provisions.** This Agreement incorporates the following exhibits as if fully set forth herein :

Exhibit A. Project

Exhibit B. Standard Provisions

Exhibit C. Work Plan and Budget

Exhibit D. Payment Request Transmittal

5. **Grantees Responsibilities:** Grantee shall implement work on the Project as specified in a Work Plan and Budget set forth in Exhibit C.

6. **Project Manager:**

The Project Manager for Grantee is:

Ann Willmann, General Manager FRRPD

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Grantee hereby delegates authority to the Project Manager to manage performance under the Agreement and to delegate authority to others to provide management and support services required for performance of the work and administration of the Agreement. The delegation of authority to submit invoices requires written consent by Grantee which will be provided to the City.

Grantee may change the foregoing delegation by a thirty (30) day prior written notice to City.

City of Oroville  
SBF Fund Administrator  
1735 Montgomery Street  
Oroville, California 95965

Notices by Grantee's Project Manager shall be sent to:

**City of Oroville**  
**SBF Fund Administrator**  
**1735 Montgomery Street**  
**Oroville, California 95965**

Notices by City shall be sent to:

**Ann Willmann, General Manager**  
**Feather River Recreation and Parks District**  
**1875 Feather River Blvd.**  
**Oroville, California 95965**

7. **CEQA Compliance.** Prior to implementation of the Project, *if appropriate*, Grantee shall comply with all applicable requirements of the California Environmental Quality Act (CEQA) (California Public Resources Code Sections 21000-21177) and other applicable federal, State and local laws, rules and regulations.
  
8. **Quarterly Reports.** Grantee shall submit detailed quarterly progress reports relating to the Project for review and approval by City. The quarterly reports shall be provided to the Supplemental Benefits Fund Steering Committee for information purposes and comments, as appropriate. The quarterly progress reports shall summarize expenditures, personnel hours and itemize completed activities, on-going activities, and problems to be resolved. Expense reports shall include a detailed description of work performed on the Project and an accounting of expenses incurred for each activity. The Project expense reports shall also include, but not be limited to, contractors and vendor invoices, employee time sheets, receipts for equipment and supplies, and true-up of actual

expenses versus projected expenses.

9. **Method of Payment.** All payments from City to Grantee shall be as reimbursement for actual expenditures by Grantee relating to carrying out the Project in accordance with this Agreement. City shall make payments to Grantee with funds on deposit with the City from DWR in accordance with Standard Agreement No. 4600007302. In order to process Grantee's request for reimbursement, Grantee shall deliver proof of completion, or progress of the work, proof of payment and an original invoice for the work. Within fifteen (15) days after receipt of a reimbursement request from Grantee, City shall determine whether the request satisfies all the requirements for reimbursement under the Agreement. If City determines that the request meets all such requirements, City shall provide the amount requested by Grantee within fifteen (15) days thereafter. In no event shall City be obligated to make reimbursement payments to Grantee from any City funds as a result of this Agreement.

Grantee may submit invoices to City no more than once every thirty (30) days.

10. **Final Written Report.** Upon completion of the Project, Grantee shall provide a final written report in a format as directed by City that includes (but is not limited to) the following: (1) a description of conditions before the Project was executed, (2) a summary of the planning work and techniques used, (3) a description of the completed Project, (4) an analysis of the techniques used, and (5) a description of planned long-term monitoring and maintenance of the Project.

The report shall include a complete list of all the costs of the Project and proof of payment of such costs, photographs of restoration activities and techniques and shall include photographs of community participation in planning activities of the Project. Grantee shall provide Project photos showing the monthly progress of the Project.

11. **Work Plan and Budget.** A Work Plan and Budget will be established and provided to the SBF Administrator.
12. **Maintenance.** Not applicable.
13. **Insurance.** Before and during construction, if applicable, of the Project, Grantee or Grantee's contractor shall obtain and maintain. If appropriate, insurance coverage.
14. **Funding Acknowledgement.** The Grantee agrees to post in a prominent place the SBF plaque containing the SBF logo and acknowledging that funding for the project was provided by the State Water Contractors (SWC) and the Department of Water Resources (DWR).
15. **Public Accessibility.** Not applicable.

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

**CITY OF OROVILLE**

**FEATHER RIVER RECREATION  
AND PARKS DISTRICT**

By: \_\_\_\_\_  
Linda L. Dahlmeier, Mayor

By: \_\_\_\_\_  
Victoria Coots, Chairperson FRRPD

**SUPPLEMENTAL BENEFITS FUND**

By: \_\_\_\_\_  
Loren Gill, SBF Chairperson

By: \_\_\_\_\_  
Ann Willmann, General Manager FRRPD

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Scott E. Huber, City Attorney

ATTEST:

By: \_\_\_\_\_  
Randy Murphy, City Clerk

Attachments:      Exhibit A – Project  
                          Exhibit B – Standard Provisions  
                          Exhibit C – Work Plan and Budget  
                          Exhibit D – Payment Request Transmittal

**EXHIBIT A  
PROJECT DESCRIPTION**

Feather River Recreation & Park District will be working with various stakeholders including California State Parks, DWR, the City of Oroville and the Friends of the Feather River Nature Center to acquire appropriate environmental approval(s) for the completion of the "missing link" of the Brad Freeman Trail located below the Oroville Veterans Memorial Park and just inside the Feather River Nature Center & Native Plant Park. SBF grant funds will also be used to facilitate design elements making this project shovel ready for construction.

**EXHIBIT B  
STANDARD PROVISIONS**

AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties. No oral understanding or agreement not incorporated in the agreement is binding on either party.

ASSIGNMENT: This Agreement is not assignable by Grantee either in whole or in part. Any attempted assignment shall be void.

AUDIT: City shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of City to audit records and interview staff in any subcontract related to performance of this Agreement.

INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless City, its officers, agents and employees from any and all liability, lawsuits, claims and losses or costs, including attorney's fees, resulting from the actions, negligence or omissions of Grantee, its officers, employees, agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with this Agreement.

DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute with the City.

TERMINATION FOR CAUSE: The City may terminate this Agreement and be relieved of any payments to Grantee if the Grantee fails to perform the requirements of this

Agreement at the time and in the manner herein provided.

INDEPENDENT CONTRACTOR: In carrying out this Agreement, Grantee and its agents, employees, and contractors shall act as independent contractors and not as officers, employees or agents of the City.

TIMELINESS: Time is of the essence in this Agreement.

GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall continue in full force and effect.

COMPLIANCE WITH LAWS: Grantee shall be responsible for all environmental compliance for the Project.

Grantee shall observe and comply with all federal, state, city, and county laws, rules or regulations applicable to the Project, including, without limitation, storm water pollution prevention plan laws, public bidding laws, California Government Code Section 4450 et seq. relating to disability access laws, Americans with Disabilities Act (ADA), and California Labor Code sections 1720 et seq. requiring the payment of prevailing wage rates. Any work done that does not comply with any laws, rules or regulations shall be remedied solely at the Grantee's expense.

NOTICE OF DEFAULT: Subject to any extension of time permitted by this Agreement, a failure or delay by Grantee or City to perform any material term or provision of this Agreement constitutes a material default of this Agreement. In the event of a material default of this Agreement by Grantee or City, either party shall give written notice to the

other party of such default specifying the details of the default.

**CURE AND REMEDIES:** In the event Grantee or City fails to perform any material obligation as set forth in this Agreement, that party shall be in default of this Agreement. In the event that Grantee or City receives written notice of default from the other party, thereafter, that party shall have thirty (30) days within which to cure such default to the reasonable satisfaction of the other party. If the default is not cured within thirty (30) days, Grantee and City shall submit the default to nonbinding mediation. Within thirty (30) days, Grantee and City shall mutually select a disinterested third person with some professional experience related to the subject matter of the default as mediator, and commence mediation. If mediation fails to resolve the default within fifteen (15) days, the non-defaulting party may elect to terminate this Agreement.

**UNAVOIDABLE DELAYS:** Neither Grantee nor City shall be considered in breach or default in its obligations, nor shall there be deemed a failure to satisfy conditions, with respect to the beginning or completion of obligations under this Agreement, or progress with respect thereto, in the event of "unavoidable delay" in the performance of such obligations, or satisfaction of such conditions, due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of government agencies, acts of other parties, fires, floods, drought, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such unavoidable delay, the time or times for the satisfaction of conditions to this Agreement shall be extended for the period of the unavoidable delay.

**EXHIBIT C  
WORKPLAN AND BUDGET**

**To be provided**

**EXHIBIT D  
PAYMENT REQUEST TRANSMITTAL  
SBF GRANT APPROVED 03/18/2014  
NOT TO EXCEED \$20,000.00**

**Submit at: Completion or as a progress payment request**

**Date:**

**To:** City of Oroville  
SBF Fund Administrator  
1735 Montgomery Street  
Oroville, CA 95965

**From:** Feather River Recreation & Park District  
1875 Feather River Blvd.  
Oroville, CA 95965

**Subject:** Request for Reimbursement

**Project:** Brad Freeman Trail Environmental & Design Elements

**Amount Requested: \$**

**Summary of Reimbursement Request:**

(The summary should include progress, to date and any or all applicable invoices, canceled checks to substantiate the reimbursement request)

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: PAYMENT TO NORTHSTAR ENGINEERING FOR SURVEYING SERVICES  
COMPLETED FOR MARTIN V. CITY OF OROVILLE**

**DATE: APRIL 1, 2014**

**SUMMARY**

The Council may consider authorizing payments of \$2,265 to Northstar Engineering (Northstar) for completed surveying services associated with the Martin v. City of Oroville Settlement Agreement.

**DISCUSSION**

On March 19, 2013, the City Council authorized the expenditure of \$8,140 for Northstar Engineering to complete survey services associated with the Settlement Agreement (SA) for Martin v. City of Oroville. These services resulted in the survey and mapping of 438 square feet of City right-of-way (ROW) that has been granted to Martin pursuant to the SA. During the course of completing this work, staff was directed to augment the scope of work with Northstar to survey an additional area along Montgomery where a portion of City sidewalk resides within Martin's property. The idea was that Martin would grant to the City this sidewalk portion to clean up the ROW boundary along the Boss Burger frontage. The cost for this additional survey work was quoted by Northstar at \$2,265. The field survey work and mapping for the sidewalk grant deed was completed, however, Martin subsequently declined to grant the sidewalks to the City. In addition, the recordation of a legally required Record of Survey (ROS) for the land granted to Martin has yet to be completed because the ROS included both portions of the project.

As a result of Martin declining to execute the grant deed for the sidewalks, the current ROS that has been awaiting recordation, needs to be revised to remove the sidewalk portion prior to the ROS being recorded. The City has been billed \$1,890 by Northstar (invoice No. 65809) for the sidewalk surveying and mapping. The cost to complete the ROS revision prior to recordation will be no more than \$375.

At this time, staff is seeking authorization to pay both Northstar's Invoice No. 65809 and a final invoice not to exceed \$375 for this project.

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## **FISCAL IMPACT**

The additional work to revise and record the ROS will have been completed for and additional \$2,265, however, the dedication of the property to the City was not completed.

Funding is available in the approved budget.

## **RECOMMENDATION**

*Authorize staff to increase the Northstar Engineering purchase order by \$2,265 to allow payment of both Invoice No. 65809 and a future invoice not to exceed \$375 for surveying services associated with the Martin v. City of Oroville Settlement Agreement.*

## **ATTACHMENTS**

None

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: PAT CLARK, DIRECTOR OF BUSINESS ASSISTANCE AND  
HOUSING DEVELOPMENT**

**RE: 2014-15 COMMUNITY DEVELOPMENT BLOCK GRANT  
APPLICATION**

**DATE: APRIL 1, 2014**

**SUMMARY**

The Council will conduct a public hearing and may consider the submittal of an application by the City of Oroville to the State Department of Housing and Community Development (HCD) for fiscal year 2014/15 Community Development Block Grant (CDBG) Program funding.

**DISCUSSION**

On December 17, 2013, the Council conducted a public hearing to solicit public comments and input on design of the proposed application to request funds from the 2014/15 State Community Development Block Grant (CDBG) Program.

The CDBG 2014/15 Super Notice of Funding Availability (SNOFA) was made available January 6, 2014. Applications are due no later than 5:00 p.m., April 11, 2014. Upon authorization by City Council, staff will submit applications for funding for the following activities:

Program Activity:

- \$ 139,535 General Administration
- \$ 139,535 Housing Combo-Homeownership Assistance
- \$ 325,581 Housing Combo-Housing Rehabilitation Single Unit
- \$1,395,349 Public Facility-Removal of Architectural Barriers  
(Municipal Auditorium)

**Total \$2,000,000 CDBG Funds**

The application is a large document; therefore, a copy of the entire application will be available for review at the Business Assistance/Housing Development

CC-7

Director's Office upon its completion. The application will include a Citizen Participation Plan, program narrative, and applicable attachments.

**FISCAL IMPACT**

If the grant is awarded, it will be brought back for the allocation of a budget.

**RECOMMENDATION**

Adopt Resolution No. 8199 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A 2014/15 APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO RELATING TO THE CALIFORNIA STATE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

**ATTACHMENTS**

Resolution No. 8199

**CITY OF OROVILLE  
RESOLUTION NO. 8199**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A 2014/15 APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO RELATING TO THE CALIFORNIA STATE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

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

**SECTION 1.**

The City Council has reviewed and hereby approves the Community Development Block Grant Program application to the State of California, for up to \$2,000,000 for the following activities:

**Program Activities:**

- \$ 139,535 General Administration
- \$ 139,535 Housing Combo-Homeownership Assistance
- \$ 325,581 Housing Combo-Housing Rehabilitation Single Unit Residential
- \$1,245,847 Public Facility-Removal of Architectural Barriers  
(Municipal Auditorium)

**SECTION 2.**

The City Council has determined that federal Citizen Participation requirements were met during the development of this application.

**SECTION 3.**

The City Council authorizes and directs the City Administrator, or designees, to sign this application and act on the City's behalf in all matters pertaining to this application.

**SECTION 4.**

If the application is approved, the Mayor, or designees, is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purpose of this grant.

**SECTION 5.**

If the application is approved, the Finance Director, or designees, is authorized to sign Funds Requests and other required reporting forms.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on April 1, 2014 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Randy Murphy, City Clerk

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: PAT CLARK, DIRECTOR OF BUSINESS ASSISTANCE  
AND HOUSING DEVELOPMENT**

**RE: MODIFICATIONS TO COMMUNITY DEVELOPMENT BLOCK  
GRANT HOUSING REHABILITATION PROGRAM GUIDELINES**

**DATE: APRIL 1, 2014**

**SUMMARY**

The Council will conduct a public hearing and may consider modifications to the Community Development Block Grant (CDBG) Housing Rehabilitation Program Guidelines.

**DISCUSSION**

City Staff is requesting that the City of Oroville make specific modifications to the CDBG Rehabilitation Program Guidelines to clarify various aspects of the Housing Rehabilitation Program and allow for a new program component that the State Department of Housing and Community Development (HCD) announced through Memorandum No. 14-01 on January 10, 2014, that allows jurisdictions to fund the repair or replacement of water/sewer laterals and water meters as a single activity within a Housing rehabilitation program. Eligible beneficiaries must be low/moderate income households and income-qualify to participate. Additionally, Staff is requesting the calculation of the maximum loan amount be based upon the work that is needed in the home, the health and safety needs and that it does not exceed 100% of the after-rehabilitation appraised value; with the exception of a \$5,000 waiver approved by the Loan Advisory Committee on a case-by-case basis.

Staff sought feedback from the Loan Advisory Committee on March 11, 2014. There were additional minor changes in verbiage made throughout the Housing Rehabilitation Guidelines.

**FISCAL IMPACT**

None

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## **RECOMMENDATION**

Adopt Resolution No. 8200 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING MODIFICATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAM GUIDELINES.

## **ATTACHMENTS**

Resolution No. 8200  
Community Development Block Grant Housing Rehabilitation Program  
Guidelines

**CITY OF OROVILLE  
RESOLUTION NO. 8200**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING  
MODIFICATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT  
HOUSING REHABILITATION PROGRAM GUIDELINES**

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

1. The Oroville City Council hereby authorizes the adoption of the Community Development Block Grant Housing Rehabilitation Program Guidelines Income. A copy of the Community Development Block Grant Housing Rehabilitation Program Guidelines have been attached hereto as Exhibit "A".
  
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on April 1, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Randy Murphy, City Clerk

# COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION/MINOR HOME REPAIR PROGRAM GUIDELINES

Field Code Changed

## HOUSING REHABILITATION PROGRAM PURPOSE

### 1.01 INTRODUCTION

The City of Oroville Housing Rehabilitation Program has been established to improve the housing for low and moderate income households (LMH) in a manner that conserves the existing housing stock and contributes to neighborhood revitalization and preservation.

\* See Attachment "A" for the Minor Home Repair Grant portion of the Program Guidelines.

\* See Attachment "B" for the Water/Sewer Lateral Program "stand-alone" portion of the Program Guidelines

### 1.02 PROGRAM OBJECTIVES

The City of Oroville's Housing Rehabilitation Program is designed to:

- A. Improve neighborhoods and expand the supply of decent, safe, and sanitary housing.
- B. Expand employment opportunities for jobless and underemployed low-income persons.
- C. Provide an environment for the social and economic growth and well-being of all inhabitants and property owners in the City of Oroville.

### 1.03 ADMINISTRATIVE OBJECTIVE

The City of Oroville's Housing Rehabilitation Program will be administered by the Business Assistance/Housing Development Department (Housing) and will:

- A. Support the program objective of improving neighborhoods through a housing rehabilitation loan program.
- B. Offer options to home owners for improving their property, doing it within their means, thus, indirectly affecting overall improvements that stimulate conventional private sector financial participation in the area.

4.C. Produce a revolving loan fund as an economically-sound and cost-effective rehabilitation strategy. Utilize the existing fiduciary and socio-technical capacity of the City and offer the lowest costs to the participating public.

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#### 1.04 LEGAL AUTHORITY

The City of Oroville's Housing Rehabilitation Loan Program guidelines are consistent with funding requirements stipulated by the United States Department of Housing and Urban Development Act of 1974, Title 24, Chapter V, Part 570, and action taken pursuant to State of California Health and Safety Code Section 34317.

#### 1.05 PROGRAM AUTHORIZATION

The City Administrator is authorized to execute loan documents and agreements on behalf of the City of Oroville pertaining to the operation of the City's Housing Rehabilitation Program operation.

#### 1.06 GUIDELINE DEVIATIONS

Deviations from these Program Guidelines can only be made with approval of the Loan Advisory Committee and/or City Council.

### ELIGIBILITY REQUIREMENTS

#### 2.01 GENERAL CONFLICT OF INTEREST:

No member of the City Council or other official, employee or agent of the City Government who exercises policy, decision making functions, or responsibilities in connection with the planning and implementation of the City of Oroville's Housing Rehabilitation Program will directly or indirectly be eligible for financial assistance under this program. This prohibition will continue for one (1) year following the termination of the individual's relationship with the City.

#### 2.02 APPLICANT ELIGIBILITY CRITERIA:

- A. An owner may be eligible to participate in the program, upon producing evidence of fee simple or equitable title to the property under consideration.
- B. To be eligible for a loan the property owner must not own other properties.
- C. Owner must have owned and resided on the property for six months prior to applying for a loan. ~~However, the six-month prior ownership and occupancy requirements are waived if the property, or if applicable,~~

~~located in a CDBG target area or if the property, has been deemed as Substandard and Unsafe by the City Building Department; however, in either case, the applicant must demonstrate that he/she does not presently own property that he/she is currently residing in, and that he/she intends to occupy the rehabilitated property.~~

- D. Gross family income will include the incomes of all permanent adult members of the household who can reasonably be expected to continue as members of the household for a substantial portion of the term of the loan and whose income is contributed in substantial part toward maintenance of the household, from all sources including, but not limited to the following:
1. Wages, salaries, tips, payments for disability, AFDC, SSI, Social Security, retirement pensions, unemployment benefits, child support, alimony, interest, dividends, etc. For self-employed persons, income will be determined by the average gross income minus business expenses for the last three years. (Depreciation is not an allowable expense.)
  2. If title to the property is held by more than the occupants of the dwelling the income of the occupants will only be used to determine the eligibility for all loans.
  3. Income will also include the value of the family's assets. For this purpose, the amount used is either the actual amount of income derived from all net household assets or 2% current passbook rate (determined by HUD) of the value of all such assets. Assets shall include: the value of equity in real property (other than the primary residence), savings accounts, stocks, bonds and other forms of capital investments.

~~1.E. Dependent identification and verification will be required for submission with a loan or grant application.~~

## 2.03 PROPERTY ELIGIBILITY CRITERIA:

- A. The property must be within the City limits of Oroville ~~or Target Areas as designated for specific CDBG applications.~~ The rehabilitation program guidelines are restricted to single-family, owner-occupied units, and duplex units of which at least one unit must be owner-occupied. ~~In order to be eligible through the rehabilitation program, the property may not exceed 4 units. If a property exceeds the allowed 1-4 units, it will be deemed a project and will not be eligible for repairs through the rehabilitation program.~~

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A property will not be eligible for additional loan assistance, if any previous rehabilitation loan was made; unless a hazardous building condition or health or safety code violation surfaces that was not a problem when the property was originally rehabilitated. Examples of possible repair needs include replacement of water, sewer, gas lines, and replacement of inoperable furnaces, water heaters, or electrical wiring. One basic requirement for participation in the housing rehabilitation program is that the property must have some property rehabilitation standard deficiencies in order to qualify for assistance. However, the Loan Advisory Committee may allow additional loan assistance based upon applicant need, the length of time since property was last rehabilitated, and property deficiencies.

## 2.04 ELIGIBLE PROPERTY IMPROVEMENTS

- A. The following code-related repairs and improvements ~~are~~ may be required:
1. Repairs or improvements needed in order to bring a property into reasonable compliance with the local housing code.
  2. Repairs or improvements needed to correct incipient code violations. An incipient code violation is defined as a housing condition that is not yet in violation of the code, but is likely to deteriorate in the immediate future to the point of violation.
  3. Removal of all debris from yard in order to eliminate safety hazards and maximize the visual benefits of rehabilitation.
  4. Installation of basic weatherization and energy conservation measures, i.e., caulking, storm windows, weather-stripping, attic insulation, conversion/modification/replacement of heating and cooling equipment, solar energy equipment and installation of dual pane windows.
  5. Any repairs necessary to meet the City's Building Code Standards.
  6. Addition of bedrooms to eliminate overcrowding as defined in Section 501 - 503 of the 1994 Uniform Housing Code.
  - ~~7. Energy efficient cooling and heating systems.~~
  8. Repairs or improvements required on residential structures built before 1978 subject to Lead-Based Paint Regulations 24 CFR Part 35 which requires all Lead-based paint notification, explanation, mitigation, and clearing procedures for pre-1978 housing.

- B. 1. Water of sewer laterals from the main water line to the dwelling, regardless if the main water line or any part of the lateral is located in the public right of way
- 2. Installation or replacement of water meters, if done in conjunction with the rehabilitation of the unit itself.
- 3. Demolition and reconstruction of dwelling units (under certain, limited circumstances)
- 4. Loans for refinancing existing indebtedness secured by a property being rehabilitated with CDBG funds, if such financing is determined by the grantee to be necessary or appropriate to achieve the locality's community development objectives.

B. ~~General~~ property improvements are allowed; however, ~~general~~ property improvements may not exceed 15% of the total rehab project and there must be at least one required repair needed for the project to take place.

## 2.05 ENERGY EFFICIENCY

A. The City ~~is committed to using the following criteria~~strives to ensure that all projects funded through the Housing Rehabilitation Program meet the following established minimum level of green building standards:

### Materials and Resources:

- 1. Use of plant and tree species that require low water use in sufficient quantities
- 2. Installation of irrigation systems using only low-flow drip, bubblers, or low-flow sprinklers
- 3. Use of engineered lumber for beams, headers, wood I-joists or web trusses for floors and ceilings
- 4. Use of Oriented Strand Board (OSB) for floor, wall, and roof sheathing
- 5. To provide effective air sealing:
  - a) Seal sole plates
  - b) Seal exterior penetrations at plumbing, electrical, and other penetrations –
  - c) Seal top plate penetrations at plumbing, electrical, cable, and other penetrations –
  - d) Weather-strip doors and attic access openings –

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- e) Seal penetrations in interior equipment closets and rooms—
- f) Seal around bathtub drain penetrations in raised floors –
- 6. Install and flash windows in compliance with window installations protocols

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8.7 Exterior doors:

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- a) Insulated or solid core –
- b) Flush, paint or stain grade shall be metal clad or have hardwood faces –
- c) Factory primed on six sides with a one-year warranty-

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8. Select durable non-combustible roofing materials which carry a three-year contractor installation guarantee –

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- a) 20-year manufacturer's warranty; or
- b) 30-year manufacturer's warranty –

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Energy Efficiency:

1. Install ENERGY STAR® Ceiling Fans in living areas and all bedrooms; install a whole house fan with insulated louvers; or install an economizer

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2. Install ENERGY STAR® Appliances (where applicable)

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3. Install gas storage water heater with an Energy Factor (EF) of 0.62 or greater and a capacity of at least 30 gallons for one- and two-bedroom units and 40 gallons for three-bedroom units or larger –

Water efficiency:

1. Use water-saving fixtures or flow restrictors –
  - a) Kitchen and Service Areas <2 gallons per minute (gpm) –
  - b) Bathroom sinks < or = 1.5 gallons per minute (gpm) –
  - c) Showers and bathtubs < or = 2.5 gallons per minute (gpm) –

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Indoor Environmental Quality:

1. Use Low-VOC paint and stain –
  - a) Flat interior wall/ceiling paints & stains <50gpl VOCs –
  - b) Non-flat wall/ceiling paints & stains <150gpl VOCs –
2. Provide window covering –
  - a) Drapes or blinds may be fire retardant –
3. Floor Covering –
  - a) Light and medium traffic areas shall have vinyl or linoleum at least 3/32" in thickness –
  - b) Heavy traffic areas shall have vinyl or linoleum at least 1/8" in thickness –
  - c) Carpet shall comply with U.S. Department of Housing and Urban Development/Federal Housing Administration UM 44C, or alternatively, cork, bamboo, linoleum, or hardwood floors shall be provided in all other floor areas.

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Evidence that energy efficiency criteria have been met will be provided in each project work file via documentation of one or more of the following items :

1. Purchase order information from contractors
  2. Detailed work write-ups
  3. Energy Efficiency requirements detailed in construction contracts
  4. Pictures
  5. Documented inspections.
- Pictures —  
— Documented inspections.

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2.06 INELIGIBLE USES OF FUNDS

- A. Any action that results in what would be considered housing new construction.
- B. Creation of a secondary housing unit attached to a primary unit.

C. Installation of luxury items, such as a swimming pool.

D. Costs of equipment, furnishings or other personal property which are not integral structural fixtures, such as a window air conditioner, washer or dryer, etc.

E. Labor costs for owners to rehabilitate their own property.

G. Assistance to homeowners that would benefit a *non-LMI* person or household.

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E.

## LOAN FINANCING

### 3.01 All Financing Options:

A. Purpose of Loan - The owner agrees to use the loan proceeds to accomplish the rehabilitation of his/her property to the extent determined by the owner and Housing and Building Department staff.

B. Maximum Loan Amount -- An amount that, when added to the outstanding indebtedness relating to the property, creates a total indebtedness that does not exceed 100% of the after rehabilitation market value estimate. However, this maximum loan amount may be waived by the Loan Advisory Committee up to a \$5,000 grant, based on applicant's need, housing deficiencies, and loans or liens subordinate to housing rehabilitation loans made by the City. Up to \$60,000.00, provided that when added to the outstanding indebtedness relating to the property, creates a total indebtedness that does not exceed 100% of the after rehabilitation market value estimate.

Should the cost of correcting all required work cost more than the maximum CDBG loan amount, a waiver may be granted in extraordinary cases through the following process:

1. Staff must make a finding of need for funds above the maximum to correct concealed deficiencies when deficiencies have been exposed during the course of construction, and only when all other means to correct the deficiencies have been exhausted.
2. Loan Advisory Committee may approve a loan maximum waiver to loan up to \$5,000 over the maximum \$60,000 loan limit pending the sum of all liens on the property do not exceed 100% of the after-rehabilitation appraised value or the market value estimate.

~~Further, the additional funds exceeding the \$60,000 loan limit may only be related to energy efficiency items.~~

3. The findings of the staff will be reviewed by the Director of Business Assistance and Housing Development for reasonableness and accountability and forwarded to the City Loan Advisory Committee for approval.

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- C. Maximum Loan Term - The maximum loan term will not exceed thirty years for all loans. Any extensions of the loan term will be reviewed on an individual basis and approved by the Loan Advisory Committee.
- D. Interest Rate - The interest rate will be 3% on all loans.
- E. Loan Assignment - All loans shall become due and payable upon the transfer or sale of the owner's interest in the property, change of use from residential to commercial, a noncompliance with the rehabilitation plan, or if the property is being leased in whole or in part, or if the property is no longer the primary residence of the owner. The primary residence is defined as the residence occupied by the Owner with no breaks in occupancy for a continuous period equal to or greater than sixty (60) calendar days during a 12 month period.
- F. Loan Security - The loan will be evidenced by a Promissory Note executed by the owner and will be secured by a Deed of Trust, with assignment of rents and a rehabilitation loan repayment agreement, both of which shall be recorded against the property.
- G. Includable Loan Costs - Costs eligible for inclusion in the rehabilitation loan, include those cost attributable to the rehabilitation of the subject property as follows:
  - 1. Credit report.
  - 2. Policy of title insurance.
  - 3. Structural pest control report.
  - 4. Inspection fees: appraisal, market value estimate, property inspection reports and all building permit fees.
  - 5. Architectural and/or engineering services up to a maximum of 6% of the total construction cost.
  - 6. Loan fee (one-time charge) includes expenses incurred and to be incurred by Housing Rehabilitation Program staff administering the loan.
  - 7. Eligible Rehabilitation Construction Costs.
  - 8. Loan contingencies: An amount not less than 3% or more than 10% of the budgeted cost of all improvements is to be included in the

rehabilitation budget, to cover cost overruns and required construction changes during the construction period. The borrower must authorize the use of this contingency by change order and the staff must approve the disbursement. Should funds remain in the contingency account after project completion; this excess amount will be credited against the loan principal balance.

9. Special Lien Financing: Special refinancing assistance up to \$10,000 may be afforded to owner-occupants with incomes of 80% or less, and who reside in a CDBG designated target area. This refinancing may be used to take care of liens against the property, with the exception of personal loans that, if otherwise not paid off, would prohibit the owner from obtaining rehabilitation loan assistance.
10. Payment for damages incurred to housing units occupied by borrowers and other household members relocated during rehabilitation of homeowner's residence with housing rehabilitation loan funds provided by the City.

### 3.02 DEFERED PAYMENT LOANS:

Loan Repayment - If the property owner's income to housing expense ratio exceeds 35%, the rehabilitation loan payments will be deferred for the first five (5) years of the loan term. At the end of the first five (5) years of the loan term, the loan will be reviewed and the following conditions applied:

At the time of the owner's income review, if the owner's income-to-housing expense ratio is: a) more than 35% or b) 35% or less and interest-only payments would increase income-to-housing expense ratio to greater than 35%, the loan payments will remain deferred. However, if the Owner's housing expense-to-income ratio is less than 35%, the remaining principal will be repaid (amortized at an interest rate not to exceed three percent) in basically, one of two payment plans: fully amortized payment loan or an interest-only payment loan. Payment plan selection will be based upon that plan that most effectively provides for maximum loan repayment while not exceeding the 35% housing expense-to-income ratio limit.

Debt service of loans junior to the deferred loan (when not a part of the original rehabilitation project) will not be considered for the purpose of determining the income-to-housing expense ratio. However, staff will look at other monthly debt service junior to the City's loan when determining the length of the loan term. Staff will make the loan term recommendation to LAC. The loan term should provided loan repayment that would be best suited for the borrower as well as ensure repayment of the loan in an efficient manner.

3.03 FULLY AMORTIZED LOANS

A fully-amortized loan is repaid in equal monthly installments of principal and interest for a term not to exceed 30 years.

3.05 INTEREST ONLY LOANS

An interest-only loan is repaid with the accruing interest being paid on a monthly basis, as it accrues, and with a balloon payment being due at the end of the loan term. The loan term should not exceed 30 years. After five years and/or at the direction of the LAC, City staff shall request the owner's income information for review to determine the owner's loan repayment ability. If after the income review, it is found that the owner can afford to make fully-amortized payments, then the loan shall convert to a fully-amortized payment loan at the direction of the LAC.

At the time of the owner's income review, if the borrower's income-to-housing expense ratio is: a) more than 35% or b) 35% or less and fully-amortized payments would increase income-to-housing expense ratio to greater than 35%, the loan payments will remain interest only payments, and interest will continue to accrue at the three percent (3%) interest rate. The loan shall again be reviewed at the direction of the LAC and all conditions of this Section are reviewed and applied.

During the review process, the debt service of loans junior to the deferred loan (when not a part of the original rehabilitation project) will not be considered for the purpose of determining the income-to-expense ratio. Debt service of loans junior to the interest-only loan (when not a part of the original rehabilitation project) will not be considered for the purpose of determining the income-to-housing expense ratio. However, staff will look at other monthly debt service junior to the City's loan when determining the length of the loan term. Staff will make the loan term recommendation to LAC. The loan term should provided loan repayment that would be best suited for the borrower as well as ensure repayment of the loan in an efficient manner.

**APPLICATION PROCESS**

4.01 PRE-APPLICATION PROCESS:

- A. Property owner will contact the Business Assistance/Housing Development Department for information regarding the program.

- B. The Staff will explain the eligibility criteria and, if it appears the applicant will qualify for financial assistance, will set up an application appointment with a loan/grant specialist.

#### 4.02 APPLICATION PERIOD, RATING, AND SELECTION

Applications will be accepted year round on a "first come, first serve" basis. Rehabilitation projects deemed an "Emergency" situation, may be given priority.

#### 4.03 LOAN PROCESSING

- A. The property owner shall prepare and submit a financial package to Business Assistance/Housing Development Department staff which shall include:

~~2-1~~ application for financial assistance;

~~3-2~~ authorization forms, signed and dated;

~~4-3~~ proof of ownership of property, i.e., copy of Grant Deed, title policy, etc.;

~~5-4~~ income verification, i.e., employment pay stubs, award letter for Social Security or retirement benefits, verification of AFDC or SSI benefits, income tax returns, financial statements, etc.;

~~6-5~~ verification of mortgage status;

~~7-6~~ verification of bank accounts.

~~8-7~~ if the first Deed of Trust holder is holding an impound account, borrower must bring verification showing what has been impounded (taxes or insurance or both), amount of impound being collected each month and current status of the account.

~~9-8~~ any other documentation deemed necessary by staff.

- B. Staff will review application and, from the information submitted, determine whether homeowner meets eligibility requirements.
- C. Staff will compare construction costs with market value estimate or appraisal to determine if there is sufficient equity in the property.
- D. Staff will secure credit report, to see if any problems exist which will prevent providing financial assistance to property owners.
- E. Staff will request a property inspection from the Code and Compliance Construction Specialist or designee.
- F. Staff will request preliminary title report, an appraisal or market value estimate, and a termite inspection report.

- G. Code and Compliance Construction Specialist or designee and owner will inspect the property. If it appears that the project is feasible, and owner wishes to continue with the rehabilitation of his/her home, Code and Compliance Construction Specialist or designee will submit a property work write up and bidding instructions listing the requirements of the City to the owner. Owner will review and approve property work write up and bidding instructions listing the requirements. Owner will authorize City staff to mail invitations for sealed bids to eligible and interested contractors.
- H. Staff will mail invitations for sealed bids to eligible and interested contractors.
- I. Property owner will be responsible for checking references and selecting the most qualified bidder. Property owner must have justification for selecting a contractor whose bid is not within a 10% range of the Code and Compliance Construction Specialist or designee estimate of construction costs. Property owner (not the City) is responsible for contractor performance.
- J. Staff and owner will review the work write-up and bid form and if it meets the program criteria, will prepare construction agreements.
- K. Staff will review application to determine funding source for project.
- L. Staff will prepare the Rehabilitation Loan package for submission to the City Loan Advisory Committee for approval.
- M. Staff presents the Rehabilitation Loan package to the Loan Advisory Committee.
- N. Approval or denial of the Rehabilitation Loan by the Loan Advisory Committee.
- O. Loan documents executed by property owners.
- P. Deed of Trust and Regulatory Agreement are sent to Title Company for recording and issuance of ALTA. Policy.
- Q. Construction contracts are executed by property owner and contractor.
- R. Staff provides Finance Department with copy of Note and/or Truth in Lending.

- S. Property owner issues Notice to proceed to the contractor.
- T. Property owner/contractor obtains the necessary permits.
- U. Property owner is responsible for contractor performance (not the City).
- V. Property Owner and Code and Compliance Construction Specialist or designess inspect rehabilitation work and authorize City to issue progress payments as provided in construction contracts.
- W. Code and Compliance Construction Specialist or designess will inspect rehabilitation work as representative of the City as a lender.
- X. No payment is to be issued without necessary permits.
- Y. Property owner and Code and Compliance Construction Specialist or designess make final inspection of completed rehabilitation work and authorize final payment to the contractor.
- Z. Property owner/contractor files Notice of Completion.
- AA. City issue final payment to the contractor for completed rehabilitation work.
- BB. City reconciles the loan account and prepares a reconciliation of the loan letter for the property owner.
- CC. An evaluation form of the program and an evaluation form of the contractor is sent out to the owner.
- DD. File closed.

#### 4.04 LOAN DOCUMENTS, PREPARATION AND SIGNING

This section sets forth procedures for preparing the loan documents, completing the loan signing and carry out post-loan signing.

- A. Preparing Loan Signing - The City or its authorized representative will prepare for loan signing as follows:
  1. Prepare a Promissory Note, Deed of Trust, Regulatory Agreement, Loan Repayment Agreement, Truth-in-Lending Disclosure Statement and recession notice as applicable.
  2. Contact owner to set up a time to sign loan documents.

3. Request owner to bring with him/her the original and memorandum copy of an insurance policy for fire and extended coverage, in accordance with the value of the property and indebtedness on the property after rehabilitation. The policy must include an endorsement showing City/Authority as the loss payee.
4. Request owner to bring the original or a certified copy of the receipt for payment of the current insurance premium, plus his/her most recent property tax and/or special assessment payment receipts.
5. Request owner to bring their driver's license or some form of picture identification.

**B. TRUTH-IN-LENDING REQUIREMENT**

An approved Truth-in-Lending Disclosure Statement is to be used at a loan settlement in meeting the requirement of the Truth-In-Lending Act.

1. A completed Disclosure Statement will be given to all owners of loans on residential property, except those owners that are corporations, partnerships, or otherwise organized as an independent entity or business firm under loan law.
2. The Disclosure Statement will be given to owner at loan settlement, but prior to the time he/she executes the Deed of Trust and Promissory Note obligating his or her repayment of the loan.
3. When the Disclosure Statement is given to owner, he/she will be requested to sign and date the Statement. A signed copy of the Disclosure Statement will be retained by City in the loan document file.

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- C. Completing the Loan Signing - Review the terms and conditions of the loan with the owner, to ensure that he/she understands what is expected of him/her. Obtain signatures and acknowledgment if applicable. Obtain required insurance documents and tax receipts.
- D. Post-Loan Signing - City will record all recordable instruments and obtain evidence of recordation. A transmittal memorandum will be prepared advising loan servicer that a loan settlement has been completed and that the loan is being transferred for loan servicing. Preparation and

transmittal memorandum, as well as accompanying documents, will not be delivered for recordation.

#### 4.05-DISBURSEMENTS AND ACCOUNT MANAGEMENT

The owner will authorize the City to establish a rehabilitation account and to act as the agent of the rehabilitation loan and authorize disbursement of such funds to borrower and contractor as stated in the construction and owner-contractor/contractor loan agreement. In the case of a multiple ownership, where borrowers hold title, the signature of every title-holder will be required on all documents where the borrower signature is required, unless a properly-executed power of attorney is filed with the City.

Disbursements from the rehabilitation account will only be made for progress, final and retention payments for rehabilitation work to the contractor, owner, subcontractor and supplier, and/or to make a payment for an eligible incidental cost, and/or when reconciling the loan account.

- A. Progress, Final Payment, and Retention Payment to Contractor - Upon receipt of a request for progress payment, approved by the homeowner, from the contractor, and following the City's inspections of the work, City will authorize payment due to the contractor for the work satisfactorily completed. The remainder due contractor will be withheld pending satisfactory completion of all the work as set forth in the contract. When all the work is found to be satisfactorily completed in accordance with contracts, City will obtain from the contractor a Release of Liens; the City will authorize final payment to the contractor no sooner than thirty-five (35) days following the recording of the Notice of Completion. The amount of the final payment check will include, if applicable, any progress payments sums previously withheld, but due the payee.

- B. Reconciliation of Loan Account - After all funds have been disbursed from rehabilitation account and the account has been closed, the City will prepare a Reconciliation letter in which the City will account for the disbursement of the full rehabilitation loan amount and any other funds in the rehabilitation account for Owner. Any unutilized funds remaining in the rehabilitation loan account shall be applied to the loan as a principal pay-down. A Reconciliation letter outlining the expenses and disbursements will be mailed to the Owner.

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#### CONSTRUCTION

##### 5.01 DETERMINATION OF WORK TO BE DONE

The Code and Compliance Construction Specialist or designee and the owner will inspect the property, and will identify deficiencies, per the City Code that are required to be completed with the rehabilitation loan. Other work may be identified that the Code and Compliance Construction Specialist or designee suggests should be done, but are not specific City requirements. The Code and Compliance Construction Specialist or designee will consult and advise the owner of the work to be done. The Code and Compliance Construction Specialist or designee will prepare a work write-up and cost estimate. The owner will review and approve the work write-up and cost estimate.

## 5.02 CONTRACTOR SELECTION AND BIDDING

Contracting for rehabilitation work will be done on a competitive basis for all contracts involving more than -\$5,000.00 or more in accordance with City Code Requirements. The Housing Department will maintain a list of all interested contractors who will be kept informed of upcoming bid proposals. All interested contractors and subcontractors must have a valid California Contractor's License.

The owner will authorize the City to invite qualified licensed contractors to bid for the rehabilitation work identified in the work write-up and plans, if any. The successful bidder will generally be the low bidder. The owner will be responsible for contractor selection based upon the reasonableness bid amount and the contractor's reputation. The owner will be responsible for checking contractors' references. If the borrower elects to choose other than the low bidder then the borrower must submit, in writing, such reason for not selecting the low bidder. A selected contractor will be licensed, of good reputation, financially sound, and capable of obtaining adequate labor, and have adequate financial resources to carry out his/her bid and proposal to do the necessary work within the time specified in the contract. Potential contractors must apply to the City and obtain approval prior to being added to the Contractor's Bid List.

## 5.03 CONTRACTING FOR REHABILITATION WORK

A. Owner DisplacementRelocation-If the structure is occupied at the time of rehabilitation, work will be conducted in such a manner that minimizes displacementrelocation. If displacement-relocation is anticipated, the owner agrees to be responsible for the cost of the temporary relocation at another location other than reasonable monthly rental payments. Monthly rental payment cost will be paid by the City as long as relocation funds are available.

B. Eligible Contractors - Owner will award contracts for rehabilitation work only to contractors who are registered and licensed by the State of

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California. Applicable-lien releases are to be obtained by the contractors and submitted to the City before final disbursement can be made.

J.C. The contract for rehabilitation will be between the property owner and the contractor. The owner will be responsible for compliance with the contract documents. The owner is responsible for contractor performance. The City and Owner will at all times have access to the work during its progress, and will be furnished with every reasonable facility for inspection for ascertaining that the materials, work and work performance, payroll, conditions of employment pertaining to work, and equipment are in accordance with the requirements and intentions of the contract.

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If such work is not satisfactory to the City, City may stop work on the repairs and improvement and order the replacement or correction thereof or additions thereto and withhold all disbursements hereunder until such work on the repairs and improvements are deemed to be satisfactory. City, however, is under no obligation to make or supervise the repairs and improvements. Inspection by City is for the sole purpose of protecting City's security and is not to be construed as a representation that the repairs and improvements will be free from faulty material or work.

The owner may obtain any independent inspections that they desire; however, these inspections shall be at their own expense.

- D. Permits - No work will be done without first obtaining the necessary permit or permits issued by the Building Inspection Department.
- E. Hold Harmless - Owner will hold City harmless from any injuries to owner's property or personal belongings during the rehabilitation of the property.
- F. Inspection/Payments - Following the owner's approval of contractor payment request, the City Code and Compliance Construction Specialist will inspect the job and determine if the repair work is satisfactory. If the City determines that the work completed is satisfactory, the City will approve the payment request and route that request to the City Finance Department for payment.
- G. Change Orders - The owner, without invalidating the contract may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. All such change in the work will be authorized by change order, and will be executed under the applicable conditions of the contract documents. If the contractor performs any extra

work prior to receipt of an approved change order, he/she forfeits all right to extra payment for such work.

H. Completion of Work/Final Payment - Upon request for completion inspection by the contractor, City staff/Owner will inspect the property for compliance to the construction contract. If there are items yet to be completed or need to be redone, Owner/City staff will provide contractor with a "punch list" identifying what remaining work items require correction. Once all work is satisfactorily completed, the City/Owner will:

1. Approve all Contract work;
2. Obtain signed-off copies of all building permits;
3. Obtain lien releases from the contractor and contractor is to supply all lien releases on behalf of their subcontractors and suppliers; and
4. Obtain all warrantee and guarantees.

2-I. OWNER RESPONSIBILITIES OF REHABILITATION WORK

Borrower must be willing to ensure the building will meet the minimum rehabilitation standards.

1. In the event of owner's or his/her agent's failure to perform, City will cause satisfactory completion of the remaining work. Any loss to City, attributable to this failure to perform could constitute a lien on the property and would result in an increase in the loan. Renegotiation of the loan will establish a revised payment plan.
2. Owner also agrees to maintain the security of the rehabilitation loan in a decent, safe, and sanitary condition, following completion of the rehabilitation work.

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F. DEFAULT ON WORK REQUIREMENTS

Each of the following events will constitute events of default under this Agreement:

1. Substantial deviations from the repairs and improvements without prior approval of City or the appearance of defective work or materials which is not corrected within thirty (30) days after written notice thereof.
2. Cessation of work on the repairs and improvements prior to completion for a continuous period of thirty (30) days or more.
3. The filing of any claim of lien against the property and the continued maintenance of said claim for a period of five (5) days without discharge or satisfaction thereof.

4. Owner/Contractor's filing of a petition in bankruptcy, or for debtor's extension of time, or any other relief under the Bankruptcy Act, or any other state or federal insolvency law, as not existing or as hereafter amended; or if owner/contractor is adjudicated bankrupt; or if any petition filed against owner/contractor under the provisions of the Bankruptcy Act is approved; or if a general assignment for benefits of creditors is made.
5. Sale of property prior to completion of repairs and improvements.

EE.6. The breach of any covenant, warranty, promise, or representation under any applicable agreement.

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## LOAN SERVICING

6.01 The Loan Servicing section sets forth procedures for the handling of loan payments, payoffs, loan monitoring, delinquencies and foreclosures.

A. Monitoring the Rehabilitation Loan – the City of Oroville or it's authorized representative shall monitor compliance with loan requirements as follows:

1. An "Owner Occupancy Declaration" shall be sent out once per year to ensure continued owner occupancy.

~~1.~~

2. If the City of Oroville is not in receipt of revised evidence of insurance at the annual renewal, the City may, at its option, purchase a force placed insurance policy on the property and/or call the loan immediately due and payable.

~~2.~~

3. Upon receipt of notice of non-payment of taxes from the Butte County Tax Collector's office, the Housing Department shall send, via certified mail, notice to the borrower that if taxes are not paid the City of Oroville may, at its option, pay taxes due and/or call the loan immediately due and payable.

B. Payments – the City of Oroville Finance and Housing Departments shall process payments and late notices in the following manner:

1. All payments shall be posted on the date received to the Grant Management Accounting System

~~1.~~

2. A copy of all payment receipts shall be given to the Housing Development Department each month for their loan file.

~~2.~~

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3. The Finance Department shall deliver to the Housing Department an "aging" report each month showing the number of days late each loan payment is.

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4. Housing Department shall send out late payment notices per the aging report each month.

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C. Payoffs – the City of Oroville Finance and Housing Departments shall handle requests for payoff and payoff checks as follows:

1. Upon receipt by the Housing Department of a request for payoff statement, Housing shall send to Finance a request for payoff figures containing all loan information. Housing is responsible for verifying all information provided by Finance with information contained in the loan file.

4.

2. Upon receipt of payoff checks by the Housing Department, Housing shall complete payoff instructions to Finance, copy check and payoff instructions for loan file, and upon approval from designated Housing Staff, deliver original check and instruction to Finance for processing.

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3. Housing Department Staff shall, upon receipt of payoff, prepare a Substitution of Trustee and Deed of Full Reconveyance to be signed by the City Administrator and delivered to the appropriate title company for recording.

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D. Default and Foreclosure – City is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable should any of the following events occur:

A. 1. Failure to pay the amount of any installment of principal and interest, or any other charge payable on the note, which will have become due, prior to the due date of the next installment.

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2. Nonperformance by the owner of any of the terms and conditions of the Deed of Trust, Promissory Note, Regulatory Agreement and/or Loan Repayment Agreement, or of any other agreement heretofore, herewith or hereafter made by the Trustor with the beneficiary, in connection with such indebtedness, after Trustor has been given notice by the beneficiary of such nonperformance.

3. Failure of owner to perform any covenant, agreement, term or condition in any instrument creating a lien upon the conveyed property, or any part thereof, which will have priority over the lien of the Rehabilitation Loan Deed of Trust.

4. If owner fails to disclose any fact deemed by City to be material or pertinent information to making the loan that would have prevented the owner from being eligible for the rehabilitation loan program. Or the owner's misrepresentation by, on behalf of, or for the benefit of the owner in any of the agreements entered into by owner with the City (including, but not limited to, the Note, this Deed of Trust, Regulatory Agreement and Loan Repayment Agreement).
5. If borrower is in default for any indebtedness secured by the City's Deed of Trust, and/or for default on a mortgage senior to the City's loan, and/or default due to nonperformance or noncompliance with any agreement owner has made to City, the City may declare all sums secured by the Deed of Trust, immediately due and payable in full. The City would send to the owner a written declaration of default and demand for full payment of the loan and/or a demand for sale. The Trustee shall file the Notice of Default and Notice of Sale. The City will deposit with the Trustee, the Deed of Trust, the Promissory Note, and any other documents evidencing the City's expenditures.

After the lapse of time required by law, and following the recordation of above mentioned Notice of Default and Notice of Sale, owner will sell the property at the time and place filed in the Notice of Sale at public auction to the highest bidder for cash in lawful money of the United State, payable at time of sale. Any person, including owner, trustee or City, may purchase the property at the sale. Trustee will apply for the proceeds of sale for payment of:

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- a. The expenses of such sale, together with the reasonable expenses of this Trust, which will include legal fees if any are incurred;
- b. Cost of any evidence of title procured in connection with such sale, and revenue stamps on Trustee's Deed;
- c. All sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided on the principal debt;
- d. All other sums then secured hereby; and
- e. The remainder, if any, to the person or persons legally entitled thereto.

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#### 6.02 ACKNOWLEDGMENT OF TEMPORARY LIMITED REPAYMENT ABILITY

The City acknowledges that circumstance beyond the owner's control may temporarily limit their repayment ability. The City of Oroville desires to be flexible

enough so that in cases of: death of a family member, loss of job, divorce, and major illness; loan terms may be modified.

Although the City may accommodate a crisis that restricts the owner's repayment ability, it should in no way be misconstrued; loans made by through City of Oroville's Housing Rehabilitation Program will be repaid. The City of Oroville is willing to pursue all legal means to ensure this.

#### 6.03 DELINQUENCY NOTICES

- A. Thirty (30) Day and Sixty (60) Day Delinquencies Notices - The City or its designee will send the owner a letter noting the amount delinquent plus an applicable late charge. This letter will be followed by a telephone call reminding the owner of the loan amount and due date.
- B. Ninety (90) Day Delinquency - The City or its designee will send a registered letter noting the amount delinquent plus any applicable late charges. In this letter, a date and time will be set for a meeting between the owner and the Housing Manager or designee. At this meeting the following will be discussed:
1. Reason for delinquency.
  2. Any changes in the owner's health, family circumstances, or financial status that limits their repayment ability.
  3. Loan amount in arrears.

At the conclusion of this meeting the following will be determined:

1. How and when loan will be brought current.
2. If financial counseling is needed, Housing Rehabilitation Program staff may require the owner to participate in financial counseling.
3. If a personal emergency (loss of job, loss of spouse or co-owner, serious illness or injury) has restricted repayment ability.

If, because of such an emergency, the owner cannot afford to pay the full monthly installment, the City Administrator, subject to the approval of the Loan Advisory Committee, may exercise the following options:

1. Extend the time of payment or otherwise alter the terms of any of the indebtedness.

2. Accept additional security therefore of any kind including trust deeds or mortgages.
3. Alter, substitute, or release any property securing the indebtedness.

Any action taken as a result of this meeting will be documented and recorded in the required fashion.

- C. If the owner does not appear for the 90-day delinquency meeting and does not contact the Housing Manager to reschedule the meeting, staff may immediately begin foreclosure proceedings.
- D. Any owner that participates in the process outlined in Item B. and then becomes 90 days delinquent within two years of renegotiating their loan terms may be subject to immediate foreclosure.
- E. All foreclosure proceedings must be initiated by resolution of the City Council authorizing the Mayor to execute a Notice of Default.

## **GENERAL REQUIREMENTS TERMS AND CONDITIONS**

### **7.01 ADDITIONAL TERMS, CONDITIONS AND ASSURANCES**

Specific legal provision and conditions for a rehabilitation loan are set forth in the Deed of Trust, Loan Repayment Agreement, other security instruments, and the Promissory Note. In addition an applicant must agree to the following "terms and conditions":

- A. Owner will not discriminate upon the basis of race, color, sex, marital status, disability, religion, or national origin in the sale, lease, rental, use or occupancy of the property to be rehabilitated under this program.
- B. As required, owner will comply with all applicable provisions of Federal statutes and regulations and City or County ordinances concerning equal employment opportunities for persons engaged in rehabilitation work undertaken in connection with the City of Oroville's Housing Rehabilitation Program.
- C. Owner will agree to use loan proceeds only to pay for costs of services and materials necessary to carry out the rehabilitation work identified in the project work plan. Proceeds will not be used to pay expenses for work completed prior to loan approval or authorization to proceed.
- D. Insurance - There will be a policy of title insurance on all secured loans in the amount of the rehabilitation loan. As well a Fire and extended

coverage insurance will be required on the property, naming the City as first loss payable or second loss payable per loan position.

- E. Protect the Public Interest - Owner will allow no employee or official of the City of Oroville to have any interest, direct or indirect, in the proceeds of a loan.
- F. Fees, Commissions, or Gifts - Owner will pay no fees commissions and make no gifts to any person exercising any function or responsibility, direct or indirect, in connection with administration of the loan.
- G. Minority Contractor Participation - Owner will agree to provide opportunities for participation in rehabilitation by minority and female business enterprises.
- H. Loan Security Requirements - Owner will provide security for the loan in the form of a Promissory Note secured by a Deed of Trust with Assignment of Rents.
- I. Records - Owner will keep such records as may be required by the City, or its agent, in connection with the rehabilitation work.

#### 7.02 CHANGES IN BORROWER STATUS

At the option of City, all loans will become due and payable when:

- A. title to the property is transferred.
- B. use of the property changes from residential too commercial.
- C. the term of the loan expires.
- D. the work itemized in the Property Rehabilitation Work Write-up is not completed within contract term, or a reasonable time thereafter.
- E. the owner significantly deviates from the Property Rehabilitation Work Write-up without consent of City.
- F. owner fails to adhere to relocation provisions.
- G. the property becomes non-owner occupied.

#### 7.03 ASSUMPTION OF CITY-FUNDED REHABILITATION LOANS

In the event owner, without prior written consent of the City, sells, agrees to sell, transfer or conveys its interest in the real property or any part thereof or any interest therein, City may, at its option, declare the loan immediately due and payable, provided that City will not declare the loan due and payable if all of the following conditions are met:

- A. The transfer or conveyance occurs solely as a result of the death of owners or one of them.
- B. The transferee(s) is deceased borrower's father, mother, son, daughter or spouse, or if the preceding statement is not an option, then in conjunction with a recommendation from the Director of Business Assistance/Housing Development Department as well as an approval from the Loan Advisory Committee, the transferee(s) is deceased borrower's extended relation (example: a grandson, granddaughter, sibling, etc.).
- C. The transferee(s) and all persons living on the property, meet the program eligibility requirements for the loan at the time the property is conveyed or transferred.
- D. The property must be well maintained and in good condition if the property is to be conveyed or transferred.
- E. If the property is a single family residence, and the transferee(s) makes the property his/her residence within six months subsequent to the transfer, the following conditions apply:
  - 1. The interest rate on the assumed loan will be the same as the interest rate in effect at the time the loan was originally made provided the transferee meets the income requirement otherwise the interest rate shall be converted to market rate at the time of the loan assumption.
  - 2. Whether the assumed loan will be amortized, interest only, or deferred will be determined by the policy regulation in effect at the time the loan is assumed.

NOTE: The existing policy for determining whether applicants may qualify for a deferred loan is as follows:

"The maximum housing expense for homeowner's after rehabilitation will not exceed 35% of the owner's income."

All loans that are not fully amortized will be reviewed five years from the original loan date and at the LAC's discretion thereafter.

- F. If the person who has assumed the loan does not make the property his/her principal place of residence within six months subsequent to the transfer, and/or rents or leases the property, the loan will become due and payable in full.

#### 7.04 CANCELLATION AND ACCELERATION OF AMOUNTS DUE

If the owner fails or refuses to cause the commencement of physical rehabilitation work on his/her property, or comply with the rehabilitation work

within a reasonable time, then at its option the City, or its designee, may reserve the right to cancel and terminate this rehabilitation loan, by sending written notice of cancellation to owner at his/her mailing address as set forth in the application. The cancellation must be within a period of 45 days from the date of the rehabilitation loan approval. . The failure of the City to exercise this right within the 45 day period is not deemed a waiver of this right as long as the rehabilitation work remains incomplete.

#### 7.05 LOAN PREPAYMENT

All loans may be repaid at any time, in whole or in part, with no repayment penalty.

### LOAN ADVISORY COMMITTEE

#### 8.01 LOAN ADVISORY COMMITTEE PURPOSE AND COMPOSITION

- A. Loan Advisory Committee Purpose - The function of the Loan Advisory Committee will be to review and act on applications recommended by staff for financing. The Loan Advisory Committee will review applications in terms of: eligibility, compliance with all program requirements, consistency of staff recommendations regarding terms and type(s) of assistance provided. The Committee will also review the proposed loan package and, if appropriate, recommend changes in loan terms and type(s) of assistance to be provided.

**In the event of a owner's death, the Loan Advisory Committee may approve a loan assumption as it pertains to the heir of the deceased provided that all guidelines are met stated under City Promissory Note and State Housing and Community Development (HCD).**

#### 6.04 ASSUMPTION OF CITY-FUNDED REHABILITATION LOANS.

- B. Composition - The Committee will consist of two (2) members of the City Council to be appointed by majority vote of the City Council, three (3) individuals that reside in the Oroville City limits and/or own a business or work within the Oroville City limits to be appointed by the City Council, and two alternates to be appointed by the City Council, and the Director of Business Assistance and Development, and Finance Director as exofficio members without a vote.

#### 8.02 APPEALS BOARDS

Applicants Denied Financial Assistance - Applicants denied Housing Rehabilitation financial assistance or dissatisfied with financing decisions may

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request a review hearing with a three (3) member Appeals Board consisting of the Mayor and two (2) City Council members to be appointed by the Mayor. A request for review must be submitted, in writing within fifteen (15) days following notification to the applicant of the Loan Advisory Committee's decision by the staff. The request must detail the disputed Loan Committee decision, the reason given for any denial of assistance, and the action desired by the applicant to resolve the problem.

If the problem cannot otherwise be resolved by Housing Rehabilitation Program staff, the Director of Business Assistance/Housing Development will request the City Administrator to arrange for a meeting of the Appeals Board. The meeting or review hearing must be held within 30 days of receipt of the applicant's written request by Director of Business Assistance/Housing Development. Other than by members of the Appeals Board, the hearing will be attended by at least one Loan Advisory Committee member, the applicant, the City Administrator, and Director of Business Assistance/Housing Development. The Appeals Board will determine if reconsideration should be given to the applicant by Program Officials and will specify the guidelines to be used in the reevaluation.

**Contractor/Property Owner Disputes**--The Contractor and Property Owner must resolve any problems that arise amongst them. If the problem cannot be resolved between the property owner and contractor, then the property owner and/or contractor should seek legal council or contact the contractor's board with the state of California. City staff does not get involved with contractor and property owner disputes. City staff would only be concerned about the problems from the lender's standpoint and would have the option to take action when problems arise if the problem could affect the City's interest in the property.

## **AFTER REHABILITATION PROPERTY**

### **9.01 PROPERTY MAINTENANCE**

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All City Housing Rehabilitation Program loans require the owner:

- A. To protect and preserve said property and to maintain it in good condition and repair.
- B. Not to remove, demolish, or materially alter any building or any improvement thereon, nor change or alter both the terms and conditions of existing lease of the premises, or the present character of said property.
- C. To complete or restore promptly and in a quality manner which equals or exceeds construction standards any building or improvement that may be constructed, damaged, or destroyed thereon and pay when due all costs incurred therefore; and to comply with all of the terms of any building loan agreement between Owner and City.

- D. To dispose of waste properly in designated waste bins.
- E. To comply with all laws, covenants, conditions, or restrictions affecting the property.
- F. To cultivate, irrigate, fertilize, fumigate, prune and do other actions from the character or use of said property as may be reasonably necessary; the specific enumerations herein not excluding the general.

These conditions help assure that the property does not revert to its pre-rehabilitation state. It will be strictly enforced.

#### 9.02 STEPS FOR ASSURING PROPERTY MAINTENANCE

- A. Provide the borrower in writing:
  - 1. A list of needed repairs or maintenance items.
  - 2. A recommendation as to a solution to the deficiencies.
  - 3. A request that the repairs be performed within 30 days.
- B. At the end of the 30-day span, staff will inspect the property. If the needed repairs have not been performed, staff will set an appointment with the owner to inspect the property and discuss why maintenance has not been performed. If the owner is unable to afford to make the needed repairs, and if the repairs represent new building deficiencies not covered by the original rehabilitation, additional Housing Rehabilitation Program funds may be provided.
- C. Following the visit and inspection, the owner will be given 30 days to make the necessary repairs. The borrower will be given written notice at the start of this phase that if repairs are not performed within 30 days they will be considered to be in default.

K.D. If repairs are not performed within 30 days of the notice outlined in Item C., the City may begin foreclosure proceedings.

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Attachment "A"

## **MINOR HOME REPAIR GRANT PROGRAM**

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### **INTRODUCTION**

As the City of Oroville continues to grow, it is important to recognize that many low-income homeowners reside in conventional housing where the completion of immediate health and/or safety repairs, minor repairs and/or handicapped accessibility improvements are much needed. These are eligible individuals and families whose needs are not being met because the provision of a conventional loan is not feasible or cost-effective because of low or fixed income and lacking equity in their homes.

The Minor Home Repair Grant Program has been designed to provide assistance to low- and moderate income owners with preference to seniors and disabled borrowers of homes in the City of Oroville who are otherwise unable to obtain funding resources. The maximum grant amount available for this program is \$3,000 on a one-time basis for immediate health and/or safety repairs, minor repairs and may be used to assist seniors and/or disabled occupants with improving their homes to meet their physical needs or make necessary accessibility improvements. In cases where it is determined that an emergency or serious health and/or safety hazard exists, the City of Oroville (City) reserves the right to deviate from the Minor Home Repair Guideline by allowing the City Administrator to execute all necessary documents and authorize repairs

This program will serve low- and moderate income household located within the City limits of Oroville; however, if funding is limited the program shall prioritize and designate funding to serve a specific at-risk population, largely comprised of the elderly and/or disabled, who need repairs to eliminate basic health and safety problems.

The intent is to improve and streamline the City's involvement with minor home repairs by minimizing the investment risk and eliminating some of the administrative processes such as title work and extensive loan monitoring.

The City shall utilize Business Assistance and Housing Development Department staff to manage and carry out day-to-day functions of the loan program. It should be recognized that it may be necessary to make adjustments to the program as experience dictates.

#### **OVERVIEW OF GRANT PROGRAM**

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The Minor Home Repair Grant Program shall consist of a grant for low and moderate income households with a preference to senior and disabled borrowers.

#### **GENERAL ELIGIBILITY REQUIREMENTS**

- A. Location: Minor Home Repair will be made only in neighborhoods within Oroville City limits; and which are designated as a residential area on the Oroville General Plan. The home type may be of stick-built or manufactured/mobile construction. If the home type is manufactured or mobile in constructions, it is not required to be real property; it can be located in a mobile home park within the city limits of Oroville.
- B. Grantees: To be eligible for a Minor Home Repair loan, the applicant must be an owner-occupant of the home to be repaired.
- C. Income/Housing Expenses: The applicant or targeted tenant must meet the following condition:
  - 1. Household adjusted annual gross income shall be at or below the eighty percent (80%) of the Butte County area-wide median income level as detailed in the guidelines most recently published by the U. S. Department of Housing and Community Development.
- D. Determination of Adjusted Gross Income: In calculating adjusted gross income, all of the income of the household (including all adults residing in the unit), whether received in cash or in kind shall be considered, except for the following specific exclusions which are consistent with the Section 8 Rental Assistance Program:
  - 1. Earned income from a minor child under the age of 18.

~~3-2~~ Any amount above \$480 of annual earned income for a full-time student who is 18 years of age or older.

~~4-3~~ Foster care payments.

~~5-4~~ One-time, lump-sum additions to family assets such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.

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~~6-5~~ Casual, sporadic, or irregular donations from friends or family.

~~7-6~~ Amounts that are specifically for, or in reimbursement of, the cost of medical expenses that do not result in new income to the applicant.

~~8-7~~ Annual amounts paid for alimony or child support that is received only sporadically, provided that the applicant certifies:

- a. the payments are not received regularly; and
- b. all reasonable legal actions have been taken to collect such payments.

~~9-8~~ Amounts of educational scholarships paid directly to the student or the educational institution.

~~10-9~~ Payments under the G.I. Bill

~~11-10~~ Relocation payments made pursuant to Title II of the Federal Uniform Relocation and Real Property Assistance Policies Act of 1970.

E. Use: A Minor Home Repair Grant made to applicants shall be used only for repairs related to health and/or safety, or necessary accessibility improvements.

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F. Assets: In order to qualify for a Minor Home Repair loan, the applicant must be unable to accomplish repairs through conventional financing or use of his or her own assets as determined by the Loan Advisory Committee.

Evaluation of assets shall focus on the borrower's specific circumstances including both present and future medical/physical needs, earning capacity and family conditions.

## DESCRIPTION OF GRANT PROGRAM

### A. MINOR HOME REPAIR GRANT PROGRAM

1. Purpose: The purpose of a Minor Home Repair Grant Program is to pay the costs of minimum health and/or safety housing repairs for low and

moderate income homeowners whose income is so low that they may not have the funds to pay for the necessary repair on their own without an alternative such as the minor home repair grant.

2. Maximum Grant Amount:

The amount of a Minor Home Repair Program Grant shall not exceed the actual and approved cost of all necessary repairs up to a maximum of \$3,000.00. However, the Business Assistance and Housing Development Department is authorized to expend up to \$5,000 for serious and compelling reasons with Loan Advisory Committee approval. No funds will be paid for improvements that are made prior to approval of an application for such grant funding.

**ELIGIBLE REPAIRS**

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A. The following repairs are eligible costs for a repair loan under the Minor Home Repair Loan Program.

1. Leaky Roofs
2. Damaged or Deteriorated Windows
3. Plumbing
4. Peeling Paint on Exterior and Interior Surfaces
5. Electrical Hazards; Examples of electrical hazards include: Broken or frayed electrical wiring; bare wires not covered by rubber or plastic insulation; loose or improper wire connections to outlets; light fixtures hanging from electric wire with no other firm support; missing or cracked cover plates on switches or outlets; exposed fuse box connections; overloaded circuits evidenced by frequently "blown" fuses. Any rubber-coated or plastic-coated electrical wiring (romex) in a room or on the exterior that is subject to possible physical abuse or wear. (\*must be an electrical hazard deemed an immediate emergency)
6. Security; This may include installation of operable locks or security devices on exterior windows and doors.
7. Defective Stove, Range, or Refrigerator
8. Water Heater replacement
9. Damaged or Deteriorated Flooring

10. Weatherization/Energy Conservation: This may include improvements to exterior doors, air conditioning and cooler-vent openings, walls, floors and ceilings, to ensure weather-tight conditions. Any cracks, holes, gaps, or openings that allow air or moisture infiltration into a living space may be addressed.

11. Unsafe Handrails, Stairs and Porches

12. Substandard Heating/Cooling

13. Adaptable Housing Repairs: Eligible modifications for handicapped or disabled home occupants include grab bars, modified counters, doorways, ramps, fixtures and facilities, etc.

14. Lead-Based Paint (LBP) Abatement; Consistent with program regulations and upon Loan Advisory Committee approval, HOME or CDBG funds may be used for lead-based paint evaluation and reduction costs.

In cases where LBP Abatement is deemed necessary, the use of grant funds may be used to cover the LBP Abatement.

a. LBP Grant expenditures may only cover costs attributable to lead-based paint hazard evaluation and reduction activities;

b. The amount of grant funds available for LBP abatement may be limited lead-based paint project cost, unless otherwise approved by the LAC; and

\*c. Allocation of grant funds for lead-based paint hazard evaluation and reduction activities does not increase the value of the home.

15. Emergency repairs that are risks to health and safety.

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#### INELIGIBLE USES OF GRANT FUNDS

A. The following items are not eligible costs for rehabilitation work under the Minor Home Repair Grant Program.

1. New construction, substantial reconstruction, expansion of the structure, or the finishing of unfinished spaces unless otherwise stated in this policy.

2. Materials, fixtures, equipment or landscaping of a type and quality which exceeds adequate service or that is not customarily used for properties of the same general type.

3. Paying the existing debt on property or delinquent property taxes.

4. A Minor Home Repair Grant shall not be used to pay for or obtain any of the following items:

- Barbecue pit
- Bathhouse
- Burglar alarm
- Fire extinguisher
- Greenhouse
- Hot tub/spa
- Kennel
- Photo mural
- Swimming pool
- Television antenna
- Tennis court
- Valance or cornice board

5. Other "luxury" items.

## **PROCEDURES**

### **APPLICATION PROCESS**

- A.) Advise applicant of general objectives and benefits of the program.
- B.) Obtain information/documentation from applicant
1. Home is in City Limits
  2. Documentation on residential zoning
  3. Owner-occupied?
  4. Documentation of Applicant's income
5. Documentation of Any assets
6. Proof if applicant is Elderly or disabled - applicant may need adaptable housing products or aids.
  7. Proof applicant is owner on record
  8. Any other documentation that may be necessary as part of the qualifying/application process
- C.) Assist owner in completing all necessary forms

1. City of Oroville Minor Home Repair Grant Program Application & all attachments
2. Copy of most recent property tax statement.
3. Medical verification of need (as required).
4. Verification of SSI-SDI (as required)
5. Copy of Mortgage Statement (if applicable)

#### **DETERMINATION OF REPAIR WORK**

A.) Initial Deficiency Inspection to be performed by Code & Construction Compliance Specialist (SEE Rehabilitation Procedures Section) once all verifications are returned and all applicant forms are completed. The Code & Construction Compliance Specialist may prepare a write-up listing deficiencies to be repaired on property with a cost estimate.

#### **GRANT FILE**

Assemble the loan file and evaluate for completeness.

1. Completed applications; including signed verifications and any other attachments
2. Credit report.
3. Lot Book
4. Comparables (Comps)
5. Property tax statement
6. Mortgage statement (if applicable)
7. Registration/Title (if applicable)
8. Copy of Identification Card/Driver's License
9. Income verification (pay-stubs, child support, alimony, SSI-SSP or other).
10. Deficiency List and Cost Estimate.

**BID PROCESS**

- A. Request contract and bid from homeowner to have solicited bid from contractor of his/her choice. Scope of work may require a competitive bid process(SEE Rehabilitation Process Section); or

**GRANT APPROVAL & FEES**

B.A. \_\_\_\_\_ The Program or Administrative Analyst will prepare Grant Narrative Loan Advisory Committee or City Administrator if deemed emergency repair. Submit grant package to Program or Administrative Analyst to review and to submit for approval by the Loan Advisory Committee or to the City Administrator in event of emergency.

G.B. \_\_\_\_\_ Fees to be included in the grant are as follows:

- 4.1. \_\_\_\_\_ Lott Book
- 5.2. \_\_\_\_\_ Credit Report
- 6.3. \_\_\_\_\_ Comps (if a fee applies)
- 7.4. \_\_\_\_\_ Notice of Completion (when applicable)

C. **Memo to Finance:** (SEE Appendix for Instructions for Memo to Finance Department)

**CONSTRUCTION**

- A. **Work Underway:** (SEE Rehabilitation Procedures Section)
- B. **Construction Contract:** The construction contract is the responsibility of the contractor and shall be provided and explained to the homeowner prior to submission to the City Administrator or the Loan Advisory Committee.
- C. **Completion of Construction:** (SEE Rehabilitation Procedures Section)

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- D. Disbursement of Funds:** Upon acceptance of the completed work by the homeowner, City staff may release the check for the approved contract amount to the contractor.
- E. Notice of Completion:** It shall be the responsibility of the homeowner to complete and record a notice of completion with the Butte County Recorder if he/she desires to obtain verification of material supplier or subcontractor payments by the general contractor.
- F. Final Approval by the State HCD Office When Applicable:** On those rehabilitation projects requiring a permit with the State Housing and Community Development Department, it is the responsibility of the contractor to obtain final approval for the completed work.
- G. Completing the File:** Upon disbursement of all funds, the Housing Development Staff shall complete all necessary documents to close out the file.
- H. Final Letter to Borrower:** Send letter with statement of disposition of funds, notifying applicant of completion date and call-back procedures.

#### REHABILITATION PROCESS

PROCESS	PROCEDURES
<b>Receive Request for Initial Inspection:</b>	<p>Upon receiving a request for property inspection from the Code and Construction Compliance Specialist, set up owner file:</p> <ul style="list-style-type: none"> <li>- Attach file checklist.</li> <li>- Obtain copy of Assessor's Parcel Map (confirm location of property within city limits).</li> </ul>
<b>Arrange Appointment for Initial Inspection:</b>	<p>Make appointment with owner to inspect property.</p>
<b>Initial Inspection:</b>	<p>Explain Minor Home Repair Grant Program and process. Conduct inspection of property utilizing Section 8 Dwelling Unit Inspection Report to record deficiencies.</p>

**Deficiency List and Cost Estimate:** Finish deficiency list and cost estimate for applicant complete with letter of explanation.

- Give copy of deficiency list and cost estimate to assigned. Code and Construction Compliance Specialist
- Send letter of explanation to applicant.

**Review Deficiency List with Owner:** Review repair items and any significant problems concerning the project.

- Review bid process with applicant and present him/her with Contractor's List if requested.

**Grant Approval Process:** Put Minor Home Grant Program repair file in order while awaiting approval by the Loan Advisory Committee.

**Grant Settlement:** Upon signing the grant documents, the applicant is now ready to sign the construction contract with the contractor. Work may now commence.

**Work Underway:** Applicant/contractor responsibility.

**Completion of Construction:** Applicant/contractor responsibility.

**Final Approval by the State HCD Office When Applicable:** Applicant/contractor responsibility.

**Final approval by the City of Oroville Building Division:** Applicant/contractor responsibility.

**Final Inspection by the Housing Division:** Applicant shall contact the Housing Development Department for final inspection.

Attachment "B" Water/ Sewer Lateral Program

As the City of Oroville continues to grow, it is important to recognize that many low-income homeowners reside in older housing where water and/or sewer lateral improvements or replacements are much needed. These are eligible individuals and families whose needs are not being met because the provision of a conventional loan is not feasible or cost-effective because of low or fixed income.

The Water/Sewer Lateral Program has been designed to provide assistance to low- and moderate income owners of homes in the City of Oroville who are otherwise unable to obtain funding resources. The loan is available to hookup the water or sewer laterals from the main water line to the dwelling, regardless if the main water line or any part of the lateral is located in a public right of way. Additionally, funding is available for the installation and replacement of water meters. In cases where it is determined that an emergency or serious health and/or safety hazard exists, the City of Oroville (City) reserves the right to deviate from the Water/Sewer Lateral Program Guideline by allowing the City Administrator to execute all necessary documents and authorize repairs

This program will serve low- and moderate income household located within the City limits of Oroville; however, if funding is limited the program shall prioritize and designate funding to serve a specific at-risk population, largely comprised of the elderly and/or disabled, who need repairs to eliminate basic health and safety problems.

The City shall utilize Business Assistance and Housing Development Department staff to manage and carry out day-to-day functions of the program. It should be recognized that it may be necessary to make adjustments to the program as experience dictates.

### **GENERAL ELIGIBILITY REQUIREMENTS**

A. Location: The Water/Sewer Lateral Program will be made only in neighborhoods within Oroville City limits; and which are designated as a residential area on the Oroville General Plan. The home type may be of stick-built or manufactured/mobile construction. If the home type is manufactured or mobile in constructions, ~~it is not required to be real property; it can be located in a mobile home park within the city limits of Oroville.~~

B. Borrowers: To be eligible for a Water/Sewer Lateral Program, the applicant must be an owner-occupant of the home to be repaired.

C. Income/Housing Expenses: The applicants must meet the following condition:

1. Household adjusted annual gross income shall be at or below the eighty percent (80%) of the Butte County area-wide median income level as detailed in the guidelines most recently published by the U. S. Department of Housing and Community Development.

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### **DESCRIPTION OF LOAN PROGRAM**

#### **A. WATER/SEWER LATERAL PROGRAM**

1. Purpose: The purpose of a Water/Sewer Program is to pay the costs of replacing or upgrading the water or sewer laterals from the main water line to the dwelling, or to install a water meter for low and moderate income homeowners whose income is so low that they may not have the funds to pay for the necessary repair or replacement on their own.

#### 2. Maximum Loan Amount:

The amount of a Water/Sewer Lateral Program Loan shall not exceed the actual and approved cost of all necessary repairs or replacement. No funds will be paid for improvements that are made prior to approval of an application for such loan funding.

In such cases where there is not sufficient equity or no equity, on a case-by-case basis, the Loan Advisory Committee can approve a Grant in an amount up to \$5,000.

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## APPLICATION PROCESS

A.) Advise applicant of general objectives and benefits of the program.

B.) Obtain information/documentation from applicant

1. Home is in City Limits

2. Documentation on residential zoning

3. Owner-occupied?

4. Documentation of Applicant's income

5. Documentation of any assets

6. Proof applicant is owner on record

7. Any other documentation that may be necessary as part of the qualifying/application process

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C.) Assist owner in completing all necessary forms

1. City of Oroville Water/Sewer Lateral Program Program Application & all attachments

2. Copy of most recent property tax statement.

3. Medical verification of need (as required).

4. Verification of SSI-SDI (as required)

5. Copy of Mortgage Statement (if applicable)

## DETERMINATION OF REPAIR WORK

A.) Initial deficiency inspection to be performed by Code & Construction Compliance Specialist (SEE Rehabilitation Procedures Section) once all verifications are returned and all applicant forms are completed. The Code & Construction Compliance Specialist may prepare a write-up listing deficiencies to be repaired on property with a cost estimate. Additionally, it will be necessary to have Closed-circuit Television (CCTV) survey and recording of the laterals per specifications.

## BID PROCESS

A. Request contract and bid from homeowner to have solicited bid from contractor of his/her choice. Scope of work may require a competitive bid process (SEE Rehabilitation Process Section); or

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**GRANT APPROVAL & FEES**

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The Program or Administrative Analyst will prepare Grant Narrative for the Loan

C. \_\_\_\_\_ Advisory Committee or City Administrator if deemed emergency repair.

D. Fees to be included in the grant are as follows:

1. Lott Book

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2. Credit Report

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3. Comps (if a fee applies)

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4. Notice of Completion (when applicable)

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C. **Memo to Finance:** (SEE Appendix for Instructions for Memo to Finance Department)

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**CONSTRUCTION**

A. **Work Underway:** (SEE Rehabilitation Procedures Section)

B. **Construction Contract:** The construction contract is the responsibility of the contractor and shall be provided and explained to the homeowner prior to submission to the City Administrator or the Loan Advisory Committee.

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C. **Completion of Construction:** (SEE Rehabilitation Procedures Section)

D. **Disbursement of Funds:** Upon acceptance of the completed work by the homeowner, City staff may release the check for the approved contract amount to the contractor.

E. **Notice of Completion:** It shall be the responsibility of the homeowner to complete and record a Notice of Completion with the Butte County Recorder if he/she desires to obtain verification of material supplier or subcontractor payments by the general contractor.

G. **Completing the File:** Upon disbursement of all funds, City Staff shall complete all necessary documents to close out the file.

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H. **Final Letter to Borrower:** Send letter with statement of disposition of funds.

notifying applicant of completion date and call-back procedures.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**

**RE: PARTICIPATION IN THE YGRENE PROPERTY ASSESSED CLEAN  
ENERGY PROGRAM WITHIN BUTTE COUNTY**

**DATE: APRIL 1, 2014**

**SUMMARY**

The Council may consider the adoption of a resolution to participate in the Ygrene Property Assessed Clean Energy (PACE) Program within Butte County.

**DISCUSSION**

On October 8, 2013, the Butte County (County) Board of Supervisors held a hearing to take necessary steps to establish a program with Ygrene Energy Fund (Ygrene) and a community facilities district (CFD) to be used for financing or refinancing the acquisition and installation of energy-efficiency, water-conservation, and renewable-energy improvements (Clean Energy Improvements) to commercial buildings. The CFD is authorized under the Mello-Roos Community Facilities Act of 1982 as amended by Senate Bill 555 (SB 555). This type of program is often referred to as "Property Assessed Clean Energy" (PACE) financing. PACE financing is completely voluntary: only property owners that choose to seek financing through the CFD for energy- and water-related improvements to their property and unanimously vote to annex their property into the CFD will be subject to this program.

Section 53315.8 of the Mello-Roos Community Facilities Act provides that the County may not form a district within the territorial jurisdiction of a city without the consent of the legislative body of the city. The County has designated the entire jurisdictional territory of the County as territory proposed for annexation to the CFD in the future, and the City Council must consent to annexations from within Oroville before any owner of a parcel within the city may annex the parcel to the CFD and take advantage of the benefits of the Ygrene PACE financing program.

Recent changes to state law (Assembly Bill 811 and SB 555) enable cities and counties to set up property-supported financing programs in which property owners may obtain financing for the acquisition and installation of energy-efficiency, water-conservation, and renewable-energy improvements to or on their real property, including homes and

CC-9

commercial buildings. Property owners that choose to obtain such financing would repay it through assessments or special taxes on their property tax bills over a set period of time. This type of program is often referred to as PACE financing. PACE financing is completely voluntary: only property owners that choose to seek financing through the CFD for energy- and water-related improvements to their property and unanimously vote to annex their property into the CFD will be subject to this program. No property may be annexed into the CFD or subject to any part of this program without the express willing, unanimous consent of the property owner(s).

PACE financing addresses two major financial hurdles to capital-intensive energy-efficiency and renewable-energy projects: the high up-front cost and the potential that those costs will not be recovered upon sale of the property. With PACE financing, there is little or no up-front cost to the property owner, and if the property is sold before the investors are repaid, unless a prepayment is arranged, the new owner will assume responsibility for the remaining assessments or special taxes as part of the property's annual tax bill. By overcoming these barriers, PACE financing presents a substantial opportunity to stimulate construction and building activity, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners.

The Butte County Board of Supervisors on August 13, 2013 adopted a Resolution of Intention (Resolution 2013-25) declaring the County's intention to establish a CFD and levy special taxes therein (only on properties where the County receives a voluntarily request from a property owner to annex into the CFD) to finance or refinance acquisition and installation of energy efficiency, water-conservation, and renewable-energy improvements. The Board also authorized the county administrator to execute a contract with Ygrene to design, fund, implement, and market the County's program consistent with terms negotiated with the County and city staff representatives.

The Ygrene program can provide substantial benefits to commercial and residential property owners. Examples of eligible projects include solar panels; duct and building envelope sealing; insulation; multi-pane windows; energy-efficient heating and air conditioning systems, new roofs, lighting systems and controls, water heaters, industrial equipment and motors, and new chillers and freezers; water-efficiency measures; and other deferred maintenance and systems replacement projects.

Providing the opportunity for property owners to participate in the Ygrene PACE program can help to stimulate local construction activity, reduce energy demand and associated greenhouse gas emissions attributable to community energy use, increase property values, and generate savings on utility bills for property owners.

Because the Ygrene program includes outreach and marketing, contractor training, and borrower consultation with Ygrene staff, no City staff or budget resources would need to be expended as a result of City Council consent to the inclusion of land within the jurisdictional limits of the City of Oroville in the County's CFD 2013-1 (Clean Energy). Upon adoption and Ygrene implementation, the City would assist in communicating the availability of this new tool to the business community.

## **FISCAL IMPACT**

No impact to the City. Potential local economic activity associated with job creation and increased demand for energy efficiency / renewable energy / water conservation products and services.

## **ENVIRONMENTAL REVIEW**

Establishment of a property assessed clean energy (PACE) program will produce energy efficiency and renewable energy production opportunities for commercial property owners in Oroville.

The action is exempt under CEQA Guidelines 15378 (B)(4) as it creates a government funding mechanism for activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

## **RECOMMENDATION**

Adopt Resolution No. 8201 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND GRANTING CONSENT FOR THE INCLUSION OF LAND WITHIN THE TERRITORIAL JURISDICTION OF THE CITY OF OROVILLE IN THE COUNTY OF BUTTE COMMUNITY FACILITIES DISTRICT 2013-1 (CLEAN ENERGY).

## **ATTACHMENTS**

Resolution No. 8201

**CITY OF OROVILLE  
RESOLUTION NO. 8201**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND GRANTING CONSENT FOR THE INCLUSION OF LAND WITHIN THE TERRITORIAL JURISDICTION OF THE CITY OF OROVILLE IN THE COUNTY OF BUTTE COMMUNITY FACILITIES DISTRICT 2013-1 (CLEAN ENERGY)**

**WHEREAS**, the Board of Supervisors (the "Board") of the County of Butte (the "County") has formed its Community Facilities District No. 2013-1 (Clean Energy) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982 (California Government Code §§ 53311 and following, the "Act") with particular reference to Section 53328.1 thereof and its provision that the only means by which a parcel may be included in the District is through the unanimous written consent of all of the owners of that parcel; and

**WHEREAS**, Section 53315.8 of the Act provides that the County may not form a district within the territorial jurisdiction of a city without the consent of the legislative body of the city; and

**WHEREAS**, the County has designated the entire jurisdictional territory of the County as territory proposed for annexation to the District in the future, subject to the requirement that before any parcel within incorporated territory may annex to the District, the city council of the incorporated city must consent to annexations from within its territory; and

**WHEREAS**, this City Council (the "Council") of the City of Oroville (the "City") wishes to grant its consent to the annexation, to the District, of any parcel within the territorial jurisdiction of the City; and

**WHEREAS**, the Council is fully advised in this matter;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OROVILLE AS FOLLOWS:**

Section 1. The above recitals are true and correct, and the Council so finds and determines.

Section 2. The Council, as the legislative body of the City, hereby grants its consent to the Board of Supervisors of the County to annex property within the territorial jurisdiction of the City to the Community Facilities District No. 2013-1 (Clean Energy).

Section 3. The inclusion of any parcel of land within the City in the District shall be in accordance with the Unanimous Approval Agreement that must be executed by all of the owners of that parcel, and that parcel shall be treated by the County in respect of the District on the same basis and under all the same terms and conditions as if the parcel were not within the territorial jurisdiction of the City but, instead, were located in unincorporated territory of the County.

Section 4. This consent is intended to fulfill the requirements of Section 53315.8 of the Act.

Section 5. This resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on April 1, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Randy Murphy, City Clerk

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT**

**RE: CITY OF OROVILLE'S MASTER FEE SCHEDULE**

**DATE: APRIL 1, 2014**

**SUMMARY**

The Council will receive a report regarding the current Master Fee Schedule and a process to provide an annual review and updates to the Master Fee Schedule.

**DISCUSSION**

Many local city and county governments have a general policy regarding the fees and other charges associated with operating the City government, and in addition, a policy regarding actual cost recovery and fees. Attached to this report are two specific jurisdiction's administrative policies regarding their Master Fee Schedule; Attachment A – City of Oakland and Attachment B – County of Yolo.

The draft of the City of Oroville's Master Fee Schedule is shown in Attachment C. Most of the City's fees for services are within the document. Currently, the individual departments are required to manage their current fee for service in coordination with the City Administrator.

In general, all city fees are approved by the City Council and should be included in a City Master Fee Resolution and Fee Schedule which becomes the official City Master Fee Schedule. As part of an administrative policy, the City Administrator would recommend annual updates to the Master Fee Schedule for review and approval by the Council.

A Master Fee Schedule Policy will provide direction to staff that allows the city to recover costs through fees and other charges for services to support a strategic goal of financial stability and sustainable city government.

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## **FISCAL IMPACT**

This action will help to improve the City's financial stability and create a sustainable city government, ensuring that each department is collecting the appropriate fee for services, and providing an annual report from staff regarding the current fee schedule and the need for any updates.

## **RECOMMENDATIONS**

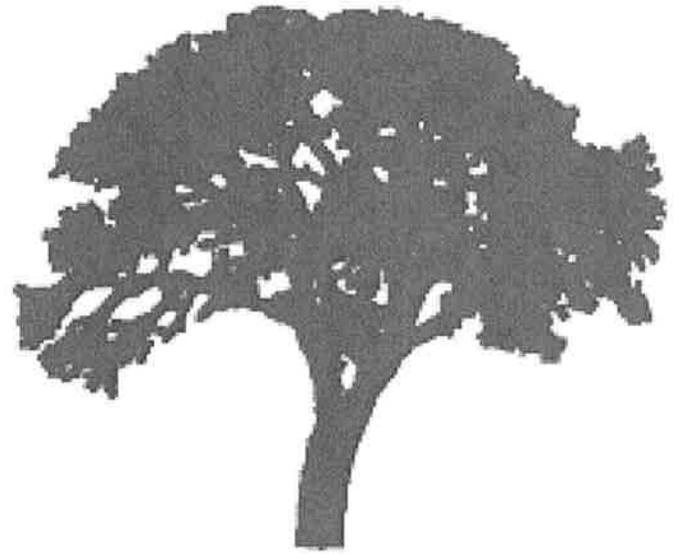
Direct staff to return to the Council on a future date with a Master Fee Schedule and Cost Recovery and Fee Policy for the City of Oroville.

## **ATTACHMENTS**

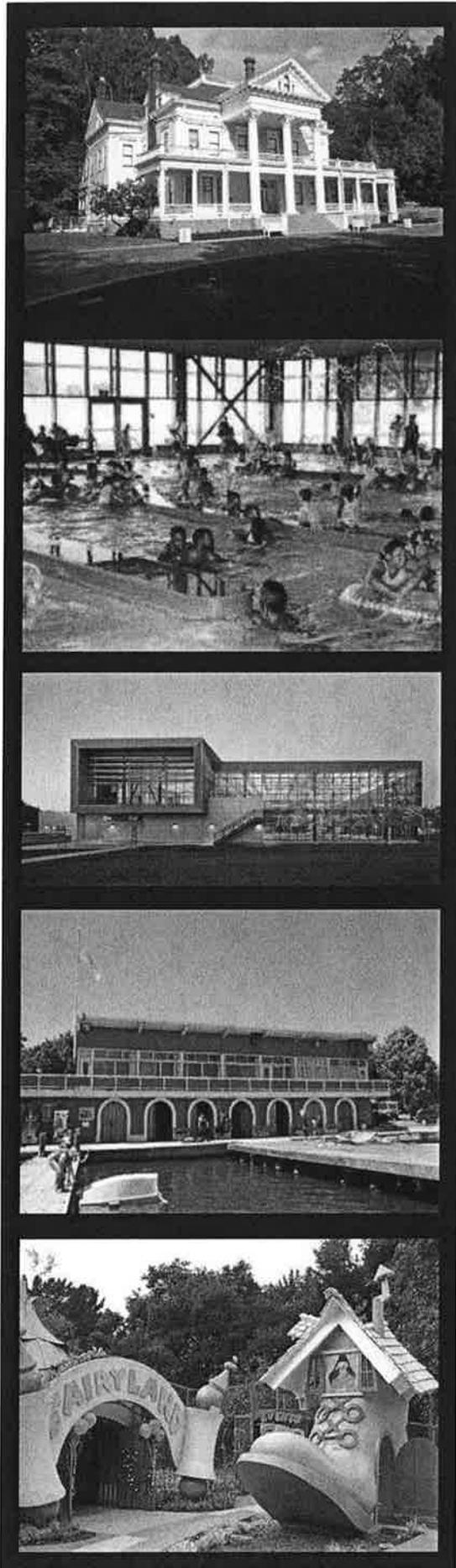
- A – City of Oakland's Master Fee Schedule and Policy
- B – County of Yolo's Cost Recovery and Fees
- C – Draft copy of the City of Oroville Master Fee Schedule

ATTACHMENT A

# City of Oakland California



## FY 2011~12 Master Fee Schedule





**CITY OF OAKLAND**  
**MASTER FEE SCHEDULE**  
 Effective: July 19, 2011

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**CITY OF OAKLAND**  
**MASTER FEE SCHEDULE**  
 Effective: July 19, 2011

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**CITY OF OAKLAND**  
**MASTER FEE SCHEDULE**  
*Effective: July 19, 2011*

**DESCRIPTION AND PROCESS**

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The Master Fee Schedule was established by the City Council in 1976. At that time, the Council passed Ordinance No. 9336 CMS that repealed all other references to fees and consolidated them within one document, the Master Fee Schedule. All new and revised fee proposals are reviewed by the Council and, if adopted, incorporated into this Schedule.

The FY 2011-12 Master Fee Schedule was adopted by the City Council on July 19, 2011, through Ordinance No. 13078 C.M.S. A copy of the ordinance is provided on the following page.

The Master Fee Schedule reflects the City's Policy on Fees and Charges, a copy of which is presented on the pages following the FY 2011-12 adopting ordinance.

The Budget Office is charged with the general maintenance of the Schedule. This includes reviewing requests to modify the document, periodic review of fees to assure that they are equitable and reflect the cost of services, and preparation of transmittals to the Council for recommended changes to fees.

In addition, all City Agencies have a role in fee schedule policies and maintenance. All Agencies and Departments that levy fees are responsible for:

1. Including all fees which are levied in the Master Fee Schedule;
2. Keeping updated copies of the Schedule available and in clear display;
3. Proposing fees which reflect the cost of services provided by the City; and
4. Providing for the annual revision of fees or proposing changes in fees consistent with the intent of the Master Fee Schedule.

There are two procedures for revising the Schedule: (1) During the biennial budget process or the Midcycle budget review; and (2) Outside of the budget process. During the budget process, Agencies / Departments submit proposed fee changes with their budget proposals. Fee revisions approved by the City Administrator and Mayor are presented to the Council and included in the legislation adopting the budget. At other times of the year, an Agency / Department may submit proposed revisions (by memorandum) to the Budget Office for review. Fee changes recommended by the Budget Director are forwarded to the City Administrator. If approved by the City Administrator, these requested fee changes are presented to the Council in the form of an ordinance amendment prepared by the requesting Agency / Department, accompanied by a staff report from the Agency / Department. All fee changes, regardless of time of the year, must be reviewed and approved by the Budget Office and the City Attorney's Office, and further authorized by the City Administrator for presentation to the Council.

For both processes, specific public notification and procedures are mandated. A notice of a public hearing regarding the Schedule is published. In addition, the Office of the City Clerk will mail information regarding proposed modifications to any interested party who has filed a written request with the City Clerk for such notice. The Council then holds a public hearing regarding any proposed changes before adoption of revisions.

City of Oakland  
**Master Fee Schedule**

Effective: July 19, 2011

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*M. Moulton*

City Attorney

OFFICE OF THE CITY CLERK  
2011 JUN -9 11:12 AM

**OAKLAND CITY COUNCIL**

**ORDINANCE NO. 13078 -C.M.S.**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 13024 C.M.S. (MASTER FEE SCHEDULE), AS AMENDED, TO ESTABLISH, MODIFY AND DELETE FEES ASSESSED BY THE OFFICE OF THE CITY ADMINISTRATOR, OFFICE OF THE CITY CLERK, FINANCE AND MANAGEMENT AGENCY, OAKLAND POLICE DEPARTMENT, OAKLAND FIRE DEPARTMENT, OAKLAND PUBLIC LIBRARY, OFFICE OF PARKS AND RECREATION, DEPARTMENT OF HUMAN SERVICES PULIC WORKS AGENCY, AND THE COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY.**

**WHEREAS**, the City of Oakland periodically updates its Master Fee Schedule to account for general cost of living increases and program changes or other costs; and

**WHEREAS**, the fee modifications and additions proposed herein have been justified by the respective agencies and are identified in an "Agenda Report" dated June 21, 2011 to P. Lamont Ewell, City Administrator, entitled "An Ordinance Amending Ordinance Number 13024 C.M.S. (Master Fee Schedule), as Amended, to Establish, Modify, and Delete Fees Assessed by selected Offices, Departments, and Agencies of the City of Oakland"; and

**WHEREAS**, the City Council finds and determines that the herein-referenced modifications and additions are necessary to reimburse the City for the costs of performing the various municipal and regulatory functions; and

**WHEREAS**, a Public Hearing was held on June 21, 2011, to review the proposed fee changes; now, therefore

**THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:**

**Section 1.** The Master Fee Schedule as set forth in Ordinance Number 13024 C.M.S., as amended, is hereby amended to modify and establish fees assessed by the Office of the City Administrator, Office of the City Clerk, Finance and Management Agency, Oakland Police Department, Oakland Fire Department, Oakland Public Library, Office of Parks and Recreation, Department of Human Services, Public Works Agency and the Community and Economic Development Agency and as set forth in Exhibit A, attached hereto and made a part hereof.

**Section 2.** This ordinance shall be effective on July 1, 2011 upon approval by the Council of the City of Oakland.

IN COUNCIL, OAKLAND, CALIFORNIA, JUL 19 2011, 2011

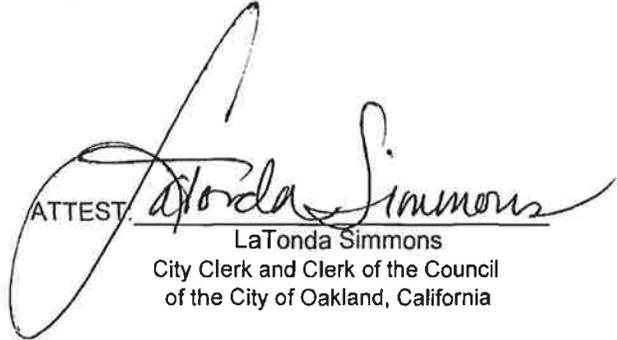
**PASSED BY THE FOLLOWING VOTE:**

AYES - BROOKS, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, SCHAAF, BRUNNER, and PRESIDENT REID - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST.   
LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California

Introduction Date JUN 28 2011

  
Date of Attestation  
July 21, 2011

INTRODUCED BY COUNCILMEMBER \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

*Ben J. ...*  
CITY ATTORNEY  
OFFICE OF THE CITY CLERK  
OAKLAND

# OAKLAND CITY COUNCIL

RESOLUTION NO. 77924 C.M.S.

2003 JUN 12 PM 5:07

## RESOLUTION ADOPTING A POLICY ON CHARGES FOR THE CITY OF OAKLAND'S SERVICES

**WHEREAS**, a Master Fee Schedule for the City of Oakland was established in 1976 and has been maintained since that date, with changes approved by Council; and

**WHEREAS**, the Master Fee Schedule allows the public and City staff to obtain a better understanding of all fees, rates and permits charged by the City of Oakland; and

**WHEREAS**, existing procedures and responsibilities regarding the Master Fee Schedule are contained in the City's Administrative Instruction 19, but have never been formally adopted by the City Council; and

**WHEREAS**, it is the goal of the City that all financial policies of the City of Oakland be consolidated and formally approved by the City Council; now therefore be it

**RESOLVED:** that the City Council of the City of Oakland hereby finds, determines, declares and resolves as follows:

**Section 1.** All of the recitals set forth above are true and correct

**Section 2.** The City Council hereby adopts a policy on fees and charges as set forth below:

### POLICY ON CHARGES FOR THE CITY OF OAKLAND'S SERVICES

*I. Purpose*

This policy states procedures and regulations to be followed regarding charges for the City of Oakland services.

*II. Applicable Legislation*

The Master Fee Schedule was established by the City Council in Ordinance No. 9336 C.M.S. on June 29, 1976, in order to:

1. Provide easier access to and a better understanding by the public of all the City of Oakland's charges for service;

2. Provide equity in distributing the cost burden for City services on the beneficiary and the taxpayer, consistent with sound fiscal and management principles;
3. Provide for charges that reflect the cost, when deemed appropriate by the City Council, of services provided by the City of Oakland. Services include personnel, facilities, or equipment.
4. Provide for annual revision of charges.

At the same meeting, the Council passed Ordinance No. 9337, C.M.S. which amended or repealed certain sections of Oakland City Codes and certain ordinances and resolutions, as necessary, to effect the Master Fee Schedule. The effect of this ordinance was to delete or amend any existing references to charges or charge policy. Any charges or charge policies are to appear only in the Master Fee Schedule.

### *III. General Responsibilities*

#### City Manager

The City Manager, shall be responsible for the general maintenance and control of the Master Fee Schedule, including, but not limited to:

1. The review of all requests for the addition to, or the deletion, or modification of charges or policies in the Master Fee Schedule;
2. The maintenance of the Master Fee Schedule, including annual revisions and reprinting of the document, upon Council approval of modifications;
3. Ensuring that ordinances passed into law which affect the City's charges become part of the Master Fee Schedule; and
4. Reviewing the City's charges on a regular basis to make certain: 1) that they reflect the cost of services provided by the City; and 2) that they provide equity in distributing the cost burden onto the service recipient and the taxpayers, consistent with sound fiscal and management principles.

These responsibilities currently are performed by the Budget Office under the City Manager supervision and control.

#### Other Departments

All agencies/departments that levy charges on the public shall be responsible to the City Manager for:

1. Including all charges which are levied on the public in the Master Fee Schedule;
2. Keeping updated copies of the Master Fee Schedule available and in clear display for the public;

3. Proposing fees which reflect the cost of services provided by the City; and
4. Reviewing their charges annually, or upon changes in the cost of providing service (such as union-negotiated increases), and proposing changes in charges consistent with the intent of the Master Fee Schedule.

*IV. Annual Review and Approval*

The City Manager shall be responsible for coordinating an annual review of the Master Fee Schedule in conjunction with the two-year budget or mid-cycle budget. The purposes of the review are: 1) to adjust charges to reflect changes in the cost of providing services; 2) implement new charges; and 3) delete charges that are no longer used. Although the need for charge modifications should be methodically considered during the annual update, this should not be construed to preclude the implementation of new charges at any time during the year.

Every year during the budget process (May-June), the City Manager, shall prepare an agenda report for the City Council, outlining modifications to charges proposed for the following year, with anticipated revenue changes by department. The agenda report must be accompanied by an ordinance reflecting the proposed changes, for Council consideration and approval. The Council shall approve any proposed changes by July 1 of the fiscal year for which the proposed changes are proposed.

The Budget Office, under the direction and supervision of the City Manager currently performs these functions.

**JUL 15 2003**

In Council, Oakland, California, \_\_\_\_\_, 2003

PASSED BY THE FOLLOWING VOTE:

Ayes- BROOKS, BRUNNER, CHANG, NADEL, QUAN, REID, WAN AND  
PRESIDENT DE LA FUENTE -8

Noes-

Absent-

Abstention-

*Alto Floyd*  
*City Clerk*  
*City of Oakland*

**City of Oakland**  
**Master Fee Schedule**

**Effective: July 19, 2011**

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**MASTER FEE SCHEDULE  
CONTACT INFORMATION**

<u>AGENCY / DEPARTMENT</u>	<u>PHONE NUMBER</u>
<b>City Administrator</b> .....	<b>(510) 238-3301</b>
American with Disabilities Act Program.....	(510) 238-5219
Budget Office .....	(510) 238-2130
Special Activities.....	(510) 238-3159
KTOP.....	(510) 238-0280
Nuisance Enforcement Unit.....	(510) 238-7487
<b>City Attorney</b> .....	<b>(510) 238-3601</b>
<b>City Auditor</b> .....	<b>(510) 238-3378</b>
<b>City Clerk</b> .....	<b>(510) 238-3611</b>
<b>Contracting Compliance &amp; Employment Services</b> .....	<b>(510) 238-3970</b>
<b>Finance &amp; Management</b> .....	<b>(510) 238-2220</b>
Financial Management .....	(510) 238-2220
Parking Management .....	(510) 986-2692
<b>Police Services</b> .....	<b>(510) 238-3455</b>
<b>Fire Services</b> .....	<b>(510) 238-3856</b>
<b>Museum</b> .....	<b>(510) 238-2172</b>
<b>Library Services</b> .....	<b>(510) 238-3134</b>
<b>Parks and Recreation</b> .....	<b>(510) 238-3092</b>
<b>Human Services</b> .....	<b>(510) 238-3121</b>
<b>Public Works</b> .....	<b>(510) 238-3961</b>
<b>Community and Economic Development</b> .....	<b>(510) 238-3344</b>

**City of Oakland**  
**Master Fee Schedule**

**Effective: July 19, 2011**

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**City of Oakland**  
**Master Fee Schedule**  
*Effective July 19, 2011*

**CITY ADMINISTRATOR**

<b>FEE DESCRIPTION</b>	<b>FEE</b>	<b>UNIT</b>
<b>AMERICANS WITH DISABILITIES ACT PROGRAMS</b>		
<b>A. AMERICANS WITH DISABILITIES ACT (ADA) -TECHNICAL ASSISTANCE</b>		
1 Publications	2.00-45.00	Publication
2 Technical Training	110.00	Person / Hour
3 Expert Witness Fee	200.00	Hour
<b>BUDGET OFFICE</b>		
<b>A. BIENNIAL POLICY BUDGET</b>		
1 Proposed	50.00	Each
2 Budget in Brief	15.00	Each
3 Adopted	50.00	Each
4 Midcycle Amended	15.00	Each
<b>B. FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM</b>	25.00	Each
<b>C. MASTER FEE SCHEDULE</b>	15.00	Each
<b>D. FIVE-YEAR FINANCIAL FORECAST</b>	10.00	Each
<b>E. OAKLAND REDEVELOPMENT AGENCY (ORA) BIENNIAL BUDGET (Proposed, Adopted, Midcycle Amended)</b>	25.00	Each
<b>SPECIAL ACTIVITIES</b>		
<b>A. APPLICATION FILING FEE FOR A SPECIAL ACTIVITY PERMIT AS REQUIRED BY OAKLAND MUNICIPAL CODE</b>		
1 Pet Shop, Animal Hospital, and Kennel Permit	400.00	Permit / Year
2 Mechanical and Electronic Games	400.00	Permit
3 Theater Permit	400.00	Permit
4 Moving Picture Permit	200.00	Permit
5 Dance Hall Permit	400.00	Permit
6 Cabaret		
a. Permit Application Fee	600.00	Permit
b. Annual Permit License Fee	750.00	Permit
c. Extended Hours Permit Application	1,000.00	Permit
d. Extended Hours Annual Permit Fee	5000.00	Permit
e. Small Cabaret Exemption Application Fee	300.00	Registration
f. Small Cabaret Exemption Annual Registration Fee	250.00	Registration
7 Pool Room & Bowling Alley Permit	400.00	Permit
8 Skating Rink Permit	400.00	Permit
9 Riding Academy Permit	400.00	Permit
10 Miniature Golf Course Permit	200.00	Permit
11 Carnival Permit	200.00	Permit
12 Outdoor Amusement Center Permit	200.00	Permit
13 Trampoline Center Permit	200.00	Permit
14 Massage Establishment Permit	400.00	Permit / Year
15 Massage Therapist and Trainee Permit		
a. Original	100.00	Permit
b. Renewal	50.00	Permit / Year
c. Upgrading from Trainee to Therapist	60.00	Permit
d. Replacement of Badge	30.00	Permit
e. Change of Workplace	20.00	Each
16 Pawn Broker Permit	310.00	Permit
17 Second Hand Jewelry Dealer, Second Hand Dealer, Exchange Dealer Permit	310.00	Permit
18 Storage of Second Hand Building Materials Permit	60.00	Permit
19 Scrap Dealer Permit	310.00	Permit
20 Scrap Collector Permit	310.00	Permit

**County of Yolo**  
**Administrative Policies and Procedures Manual**

TITLE: COST RECOVERY AND FEES	DEPARTMENT: COUNTY ADMINISTRATOR
TYPE: POLICY	DATE: JUNE 7, 2011

**A. PURPOSE**

This policy sets forth the philosophy and principles for recovering county costs through fees and other charges for services to support the strategic goal of financial sustainability in county government.

**B. APPLICABILITY**

This policy provides guidance on the establishment and maintenance of fees and rates charged by the County in exchange for services rendered. It amplifies the objective of cost recovery contained in the policy titled *Financial Standards* and is supplemented by the *Policy on Cost Accounting* and the *Policy on Revenue and Collection*. This policy does not apply to taxes and assessments levied by the County or other special purpose governmental entities, nor to negotiated sharing of revenues between the County and others.

**C. POLICY****1. COST RECOVERY**

- a. Departments shall seek to recover the full cost of all services they provide to agencies, entities or individuals outside the County of Yolo organization on a contractual or fee basis or when obtaining grant funding. The purpose of full cost recovery is to preserve the ability to provide sustained services.
- b. Internal Service Funds shall recover the full cost of all services they provide to departments, agencies, entities or individuals on a contractual or fee basis.
- c. Full cost is defined as the sum of direct costs plus departmental/fund overhead costs plus external indirect costs that conform to the *Policy on Cost Accounting*.
- d. Board of Supervisors approval is required for initiation or revision of public fees and charges (except for fee amounts that are fixed by statute), initiation and renewal of revenue contracts, and to apply for and accept grants.

**2. FEES AND CHARGES**

- a. The County can charge a fee for the following:
  - 1) A specific benefit conferred, privilege granted, service or product provided, directly to the payor that is not provided to those not charged.

**County of Yolo**  
**Administrative Policies and Procedures Manual**

TITLE: POLICY ON COST RECOVERY AND FEES	DEPARTMENT: COUNTY ADMINISTRATOR
TYPE: POLICY	DATE: JUNE 7, 2011

- 2) Reasonable regulatory costs incident to the issuance of licenses or permits, performance of investigations, inspections or audits.
  - 3) A fine, penalty, or other monetary charge imposed by the judicial agencies as a result of violation of laws.
- b. Except for fees, fines or penalties that are fixed by law, fee rates shall be set to sufficiently recover, in the long-run, all and only actual full costs incurred by the County, directly or indirectly, and consistent with long-term cost trends.
  - c. Except for fees, fines or penalties imposed by law, fees shall be charged or allocated to the payor in a manner that reflects fairly and reasonably the benefits received by the payor from the County or the burden caused by payor on the County.
  - d. To the extent practicable, estimates of fees and charges should be provided in advance of providing services to the customers.
  - e. All fees and proposed changes must be supported by calculations that have been reviewed by the County Auditor-Controller and that are based on methods authorized by the Auditor-Controller.
  - f. The County Administrator shall review all proposed changes to the fee schedules, grant applications and revenue contracts from an overall policy perspective. The County Counsel and County Auditor-Controller shall review all revenue contracts to ensure that the County's interests are protected.

### 3. SUBSIDIES AND WAIVERS

- a. No board-approved fees or charges can be reduced or waived without the specific approval of the Board of Supervisors.
- b. The Board of Supervisors may reduce or waive certain fees that apply to certain individuals or organizations. Such reduction or waiver shall be requested by the party concerned in writing to the department providing the services; department staff shall evaluate the request and submit findings to the County Administrator, who will make a recommendation to the Board of Supervisors for final decision. In the evaluation, the department should provide:
  - 1) The total amount of the reduction requested and approved reductions in the past.
  - 2) In regard to fees related to construction projects, a finding that the waiver or reduction does not create a public work.
  - 3) A finding that the waiver or reduction does not create a gift of public funds.

**County of Yolo**  
**Administrative Policies and Procedures Manual**

TITLE: POLICY ON COST RECOVERY AND FEES	DEPARTMENT: COUNTY ADMINISTRATOR
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- 4) A finding that the fee meets at least one of the criteria listed in section 2.a above in regard to this payor.
- 5) A finding that describes one or more of the following:
  - i. The payment of the fee would cause economic hardship (defined in U.S. Treasury regulations as the inability to meet reasonable basic living expenses) due the financial condition of the payor.
  - ii. The payor is making a net economic contribution to the County that exceeds the amount of the fee; or is providing uncompensated services to the County that are of comparable value to the fee.
  - iii. The payor engages in activities that specifically advance the county's strategic goals.
- c. The Board of Supervisors may delegate the authority to reduce fees to other county officials and approve a procedure with specific criteria for the officials to follow.
- d. At least annually, the County Administrator shall report to the Board the types and amounts of fees that have been waived or reduced and the associated impact to county services.
- e. Statutes or the courts may allow certain fees and fines to be reduced or waived by specific county officials; such reductions or waivers are exempt from the provisions of this policy.

#### 4. OFFICIAL FEE LIST

- a. All county fees approved by the Board of Supervisors shall be included in the County Master Fee Resolution and Fee Schedule which becomes the official County fee list. The County Administrator shall recommend annual updates to the Master Fee Schedule for approval by the Board of Supervisors.
- b. Departments charging fees are to make available to the public a fee schedule which states the nature of services provided and the effective date of fee implementation.
- c. Departments shall review all fees annually for necessary changes to comply with this policy.

#### 5. INTER-DEPARTMENTAL CHARGES

- a. County departments providing services to other departments shall, as practicable, charge the recipient departments the full costs of those services through direct billing.
- b. County departments shall track cost data and allocate costs to county programs in accordance with the Policy on Cost Accounting.

**County of Yolo**  
**Administrative Policies and Procedures Manual**

TITLE: POLICY ON COST RECOVERY AND FEES	DEPARTMENT: COUNTY ADMINISTRATOR
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- c. The countywide cost allocation plan is a method of allocating administrative and overhead costs and shall not be used for billing purpose, except for residual amounts that could not be practically direct-billed.
- d. All such inter-departmental charges shall be recorded timely in the accounts of the departments and paid through inter-fund transfers or journal entries.

#### 6. REVENUE CONTRACTS

- a. Any contractual provisions involving the levy of county fees or recovery of county costs shall be reviewed by the County Auditor-Controller in addition to the County Counsel.
- b. Any negotiated provisions that result in less than full cost recovery or a levy that is less than the amount in the approved fee list shall be evaluated by the County Administrator and County Auditor-Controller who shall make a recommendation to the Board of Supervisors.
- c. All revenue contracts shall contain provisions that allow County staff to receive reports and access the records to validate the revenue paid to the County.

#### 7. COST CLAIMS

- a. All costs included in claims shall conform to the Policy on Cost Accounting and this Policy.
- b. All claimed costs shall be based on the County general ledger and other official records maintained by the County Auditor-Controller and shall be supported by proper documentation.
- c. All claims shall be submitted timely and in the proper format to paying entities.



# FIRE DEPARTMENT

## Section A – Plan Review/Construction Inspection

Fee Type	Code #	Fee
<b>Construction</b>		
Civil Plans		
Design Review	4670-2000	\$434.00
Fire & life safety for building compliance		
Plan Review	4670-2000	20% of the Building plan check fee
Inspection	4281-2000	\$325.00
<b>Fire Protection Systems</b>		
Kitchen hood system plan review and inspection		
Plan Review	4670-2000	\$226.00
Inspection	4281-2000	\$184.00
<b>Underground Fire lines plan review and inspection</b>		
Plan Review	4670-2000	\$226.00
Inspection (Includes old Fire Hydrant permit)	4281-2000	\$265.00
<b>New construction sprinkler system plan review inspection</b>		
1-200 sprinklers		
Plan Review	4670-2000	\$226.00
Inspection	4281-2000	\$265.00
201 + sprinklers		
Plan Review	4670-2000	\$371.00
Inspection	4281-2000	\$368.00
Add ½ hour per each floor over ground floor	4281-2000	\$49.00
Add ½ hour per each fire sprinkler riser	4281-2000	\$49.00
<b>Tenant improvement sprinkler system plan review and inspection</b>		
1-50 sprinklers		
Plan Review	4670-2000	\$226.00
Inspection	4281-2000	\$184.00
51 + sprinklers		
Plan Review	4670-2000	\$323.00
Inspection	4281-2000	265.00
<b>Residential SFD and Duplex fire sprinkler system plan review and inspection</b>		
Plan Review	4670-2000	\$226.00
Inspection	4281-2000	\$184.00
Fire alarm system plan review		
Plan Review	4670-2000	\$323.00
Inspection	4281-2000	\$226.00
<b>Sprinkler water flow data collection (per customer request)</b>		
		\$164.00
Compressed gas systems		
Plan Review	4670-2000	\$226.00
Inspection	4281-2000	\$164.00

High-pile storage		
Plan Review	4670-2000	\$226.00
Inspection	4281-2000	\$164.00
Paint and spray booth		
Plan Review	4670-2000	\$226.00
Inspection	4281-2000	\$164.00
Temp structures, Tents, Canopies		
Plan Review	4670-2000	\$226.00
Inspection	4281-2000	\$164.00
Above ground tank installation		
Plan Review	4670-2000	\$226.00
Inspection	4281-2000	\$164.00
Below ground tank installation/removal		
Plan Review	4670-2000	\$226.00
Inspection	4281-2000	\$164.00
Technical reports/alternate material request	4280-2000	\$291.00
Special plan review (expedite)	4670-2000	\$146 per hour
Re-inspection fees	4281-2000	\$96.00
Aerosol products exceeding 500 lbs. Manufacturing or packaging only	4280-2000	\$155.00
Amusement buildings Haunted Houses and similar activity per bldg	4280-2000	\$202.00
Aviation servicing or repair buildings (Per Airport)	4280-2000	\$202.00
Cellulose nitrate film Per facility, manufacturing, cabinet shop, mill	4280-2000	\$155.00
Combustible fibers (Manufacturing, cotton, straw, etc.)	4280-2000	\$202.00
Compressed gases CFC Article 30, in excess of 50lbs or 1 mobile unit	4280-2000	\$155.00
Covered mall buildings (CBC Defined, per mall)	4280-2000	\$310.00
Cryogenic fluids (Per site, liquid nitrogen or similar)	4280-2000	\$155.00
Cutting and welding Per site, single activity/mobile operations see "Hot Work"	4280-2000	\$202.00
Carnivals, circus, fairs** (Per event**)	4280-2000	\$202.00
Dry cleaning plants (Not to include retail stores)	4280-2000	\$202.00
Exhibits and trade shows (Per event)	4280-2000	\$202.00
Explosives or blasting agents (Per facility, event or site)	4280-2000	\$202.00
Fireworks retail stand (non-profit per City Code Ch 10-8)		\$0
Fireworks retail stand clean up fee (Per site)	4280-2000	\$140.00
Fireworks public display Per event, airborne or explosive	4280-2000	\$202.00
Fireworks special pyrotechnic effects (Per event)	4280-2000	\$310.00
Flammable or combustible liquids Per site, above ground storage	4280-2000	\$155.00
Floor refinishing with Class I or II liquids (old classification: Bowling Alley Refinishing) Per site, above ground storage	4280-2000	\$155.00
Fruit and crop ripening with ethylene gas (Per site)	4280-2000	\$155.00
Fumigation permit (Per building)	4280-2000	\$155.00

Hazardous materials storage, dispense, use of handling Per site	4280-2000	\$202.00
Hazardous waste generator Per site, in conjunction with haz. material storage	4280-2000	\$155.00
HPM facilities (Per site)	4280-2000	\$202.00
High-pile storage (Per site, CFC class I-IV materials)	4280-2000	\$202.00
Hot works operations (Per day per site - temporary uses)	4280-2000	\$155.00
Industrial ovens (Per site, cement, powder coating, etc)	4280-2000	\$155.00
Lumber yards processing > 100,000 board feet Per site and parcel	4280-2000	\$202.00
LPG (Per site, excludes R-3 & R-1 dwellings)	4280-2000	\$155.00
Magnesium (Per site)	4280-2000	\$155.00
Misc combustible storage in excess of 2500 cubic feet Per site	4280-2000	\$202.00
Open flame, torches, candles Per event (not in conjunction with #10 or #27)	4280-2000	\$155.00
Organic coating (Per site)	4280-2000	\$155.00
Pyroxylin plastics (Per site, manufacturing and/or application)	4280-2000	\$155.00
Refrigeration equipment regulated by chapter 6 (Per site, excludes R-1 and R-3 occupancies)	4280-2000	\$202.00
Roof top heliports Per platform	4280-2000	\$155.00
Spraying and dipping (Per site, auto body, plating, acid washing, etc)	4280-2000	\$202.00
Storage of scrap tires and tire rebuilding plants (Per site, includes auto salvage yards)	4280-2000	\$202.00
<b>R Occupancies</b>		
Multi-Unit Residential, 3 to 5 Units	4281-2000	\$107.00
Multi-Unit Residential, 6 to 10 Units	4281-2000	\$160.50
Multi-Unit Residential, 11 to 20 Units	4281-2000	\$214.00
Multi-Unit Residential, 21 to 40 Units	4281-2000	\$321.00
Multi-Unit Residential, 41 or more Units	4281-2000	\$428.00
Pre-inspection – Residential care facilities Per site	4281-2000	\$50.00
Large family day care R-3 Per site	4281-2000	\$202.00
A Occupancies, (Assembly)	4281-2000	\$107.00
B Occupancies, (Business) 1 to 1500 Sq. Ft.	4281-2000	\$26.75
B Occupancies, (Business) 1,501 to 5,000 Sq. Ft.	4281-2000	\$53.50
B Occupancies, (Business) 5,001 to 12,000 Sq. Ft.	4281-2000	\$80.25
B Occupancies, (Business) 12,001 to 24,000 Sq. Ft.	4281-2000	\$107.00
B Occupancies, (Business) 2,001 to 2,500 Sq. Ft.	4281-2000	\$133.75
B Occupancies, (Business) 24,001 and Larger Sq. Ft.	4281-2000	\$160.50
B Occupancies, (Business) 3,001 to 3,500 Sq. Ft.	4281-2000	\$187.25
B Occupancies, (Business) 3,501 to 4,000 Sq. Ft.	4281-2000	\$214.00
B Occupancies, (Business) 4,001 to 4,500 Sq. Ft.	4281-2000	\$240.75
B Occupancies, (Business) 4,501 to 5,000 Sq. Ft.	4281-2000	\$267.50
C Occupancies, Camps, organized Per site	4281-2000	\$107.00
E Occupancies, (example Educational) Per campus	4281-2000	\$107.00
F Occupancies, (example Factory)	4281-2000	\$214.00
H Occupancies Per building, fuel storage, chemical process	4281-2000	\$202.00

I Occupancies (example Hospital) Per building	4281-2000	\$310.00
L Occupancies (example Laboratories) Per building	4281-2000	\$107.00
M Occupancies, (Mercantile) 1 to 1500 Sq. Ft. or less	4281-2000	\$26.75
M Occupancies, (Mercantile) 1,501 to 5,000 Sq. Ft.	4281-2000	\$53.50
M Occupancies, (Mercantile) 5,001 to 12,000 Sq. Ft.	4281-2000	\$80.25
M Occupancies, (Mercantile) 12,001 to 24,000 Sq. Ft.	4281-2000	\$107.00
M Occupancies, (Mercantile) 2,001 to 2,500 Sq. Ft.	4281-2000	\$133.75
M Occupancies, (Mercantile) 24,001 and Larger Sq. Ft.	4281-2000	\$160.50
M Occupancies, (Mercantile) 3,001 to 3,500 Sq. Ft.	4281-2000	\$187.25
M Occupancies, (Mercantile) 3,501 to 4,000 Sq. Ft.	4281-2000	\$214.00
M Occupancies, (Mercantile) 4,001 to 4,500 Sq. Ft.	4281-2000	\$240.75
M Occupancies, (Mercantile) 4,501 to 5,000 Sq. Ft.	4281-2000	\$267.50
S Occupancies, (Storage)	4281-2000	\$107.00
U Occupancies, (Utility and Miscellaneous)	4281-2000	\$107.00
Annual Fire Company Inspection Per hour or fraction thereof	4281-2000	\$155.00
Additional Inspections Per hour or fraction thereof	4281-2000	\$60.00 after 2 <sup>nd</sup> inspection
Burn Permits	4280-2000	\$10.00
Code compliance inspection	4281-2000	\$135.00
Emergency DUI response		Cost
Fire report	4280-2000	20.00
Garbage abatement		Cost
Fire watch service	4670-2000	\$135 per hour per person
False alarm cost recovery after 3 <sup>rd</sup> false alarm	4670-2000	Cost
Weed Abatement	4670-2000	Cost
EMS response per quarter hour	4670-2000	\$18.34
EMS medical response/extrication	4670-2000	\$36.38
Hospital ride along	4670-2000	\$50.00
Public Service call	4670-2000	\$50.00
Fire Investigation	4670-2000	\$60.00
Hazardous Material response	4670-2000	\$22.50
Contamination remediation	4670-2000	\$500.00

## PARKS & TREES DEPARTMENT

Fee Type	Code #	Fee
<b>CULTURAL FACILITES ADMISSION FEE SCHEDULE</b>		
<b>Admissions to C. F. Lott Home Museum</b>		
General Admission (12 years or older)	4630-5005-501	\$ 3.00
AAA Discount Admission	4630-5005-501	\$ 2.50
Adult Group Admission (15 people or more)	4630-5005-501	\$ 2.50
Children under 12 years (when accompanied by a paying adult)	n/a	Free
School tour fees		
One class of 3 <sup>rd</sup> to 6 <sup>th</sup> Grade Students (Max. 35)	4630-5005-501	\$20
Adult Chaperones (Maximum 1 per 5 students)	n/a	Included (Free)
Additional chaperones	4630-5005-501	\$2.50 each
Below 3 <sup>rd</sup> Grade	n/a	No Admittance
School classes above 6 <sup>th</sup> grade	4630-5005-501	\$ 2.50 each person
<b>Admissions to Chinese Temple Complex &amp; Museum</b>		
General Admission (12 years or older)	4631-5005-502	\$ 3.00
AAA Discount Admission	4631-5005-502	\$ 2.50
Adult Group Admission (15 people or more)	4631-5005-502	\$ 2.50
Children under 12 years (when accompanied by a paying adult)	n/a	Free
School tour fees		
One class of 3 <sup>rd</sup> to 6 <sup>th</sup> Grade Students (Max. 35)	4631-5005-502	\$20
Adult Chaperones (Maximum 1 per 5 students)	n/a	Included (Free)
Additional chaperones	4631-5005-502	\$2.50 each
Below 3 <sup>rd</sup> Grade	n/a	No Admittance
School classes above 6 <sup>th</sup> grade	4631-5005-502	\$ 2.50 each person
<b>Admissions to Bolt's Antique Tool Museum</b>		
General Admission (12 years or older)	4632-5015	\$ 3.00
AAA Discount Admission	4632-5015	\$ 2.50
Adult Group Admission (15 people or more)	4632-5015	\$ 2.50
Children under 12 years (when accompanied by a paying adult)	n/a	Free
School tour fees		
One class of 3 <sup>rd</sup> to 6 <sup>th</sup> Grade Students (Max. 35)	4632-5015	\$20
Adult Chaperones (Maximum 1 per 5 students)	n/a	Included (Free)
Additional chaperones	4632-5015	\$2.50 each
Below 3 <sup>rd</sup> Grade	n/a	No Admittance
School classes above 6 <sup>th</sup> grade	4632-5015	\$ 2.50 each person
<b>Admissions to Butte County Pioneer Memorial Museum</b>		
General Admission (12 years or older)	4633-5010	\$ 3.00
AAA Discount Admission	4633-5010	\$ 2.50
Adult Group Admission (15 people or more)	4633-5010	\$ 2.50
Children under 12 years (when accompanied by a paying adult)	n/a	Free

School tour fees		
One class of 3 <sup>rd</sup> to 6 <sup>th</sup> Grade Students (Max. 35)	4633-5010	\$20
Adult Chaperones (Maximum 1 per 5 students)	n/a	Included (Free)
Additional chaperones	4633-5010	\$2.50 each
Below 3 <sup>rd</sup> Grade	n/a	No Admittance
School classes above 6 <sup>th</sup> grade	4633-5010	\$ 2.50 each person

### Admissions to Feather River Nature Center

General Admission (12 years or older)	4632-5005-513	No fee at Present
AAA Discount Admission	4632-5005-513	No fee at Present
Adult Group Admission (15 people or more)	4632-5005-513	No fee at Present
Children under 12 years (when accompanied by a paying adult)	n/a	Free

### School tour fees

One class of 3 <sup>rd</sup> to 6 <sup>th</sup> Grade Students (Max. 35)	4632-5005-513	\$20
Adult Chaperones (Maximum 1 per 5 students)	n/a	Included (Free)
Additional chaperones	4632-5005-513	\$2.50 each
Below 3 <sup>rd</sup> Grade	n/a	No Admittance
School classes above 6 <sup>th</sup> grade	4632-5005-513	\$ 2.50 each person

### Park Use Rental Fees

#### Sank Park/Lott Home

**Rental fees for this park are for 8 hours maximum,; park must be vacated by 9:00 pm**

#### Wedding Only---Gazebo & Nancy Price Room

City Residents	4630-5005-501	\$ 250
Non-Resident	4630-5005-501	\$ 280
Key Deposit	Held & Returned	\$ 75
Cleaning Deposit	620-2525	\$ 150
Amplification Permit---PA Systems	4630-5005-501	\$ 42
Alcohol Permit	4630-5005-501	\$71/hr, min. 3 hours

#### Reception Only---Patio & Kitchen

City Residents	4630-5005-501	\$ 250
Non-Resident	4630-5005-501	\$ 280
Key Deposit	Held & Returned	\$ 75
Cleaning Deposit	620-2525	\$ 150
Amplification Permit---PA Systems	4630-5005-501	\$ 42
Alcohol Permit	4630-5005-501	\$71/hr, min. 3 hours

Fee Type	Code #	Fee
<b>Wedding &amp; Reception---Patio, Kitchen, Gazebo &amp; Nancy Price Room</b>		
City Residents	4630-5005-501	\$ 500
Non-Resident	4630-5005-501	\$ 575
Key Deposit	Held & Returned	\$ 75
Cleaning Deposit	620-2525	\$ 150
Amplification Permit---PA Systems	4630-5005-501	\$ 42
Alcohol Permit	4630-5005-501	\$71/hr, min. 3 hours
<b>General Group Use</b>		
Fundraiser/Event with Admission Charge	4630-5005-501	\$ 350

Kitchen Rental	4630-5005-501	\$ 75
Coach Room (Per Person)	4630-5005-501	\$ 2
Key Deposit	Held & Returned	\$ 75
Cleaning Deposit	620-2525	\$ 150
Amplification Permit---PA Systems	4630-5005-501	\$ 42
Alcohol Permit	4630-5005-501	\$71/hr, min. 3 hours
<b>Centennial Plaza</b>		
<b>Electricity is the only amenity offered—no rest rooms!</b>		
Wedding and/or Reception	4632-5005-540	\$ 125
Key Deposit (for electrical box)	Held & Returned	\$ 25
<b>Hammon Park</b>		
General Park Fee up to 4 hours	4632-5005-507	\$ 40
Each addition hour	4632-5005-507	\$ 10
Fundraiser	4632-5005-507	\$ 225
Elementary School Events	n/a	Free
Alcohol Permit	4632-5005-507	\$71/hr, min. 3 hours
Amplification Permit---PA Systems	4632-5005-507	\$ 42
Key Deposit	Held & Returned	\$ 25
Water Spigot Deposit	Held & Returned	\$ 75
<b>Rotary Park</b>		
General Park Fee up to 4 hours	4632-5005-505	\$ 40
Each addition hour	4632-5005-505	\$ 10
Fundraiser	4632-5005-505	\$ 225
Elementary School Events	n/a	Free
Rotary Club events at Rotary Park	n/a	Free
Alcohol Permit	4632-5005-505	\$71/hr, min. 3 hours
Amplification Permit---PA Systems	4632-5005-505	\$ 42
Key Deposit	Held & Returned	\$ 25
Water Spigot Deposit	Held & Returned	\$ 75
<b>Hewitt Park</b>		
Bocce Ball Equipment deposit (Ball set available at City Hall)	4632-5005-504	\$ 50
<b>No Reservations taken until Hewitt Park Remodel is Completed Fees listed below will become effective at that time.</b>		
General Park Fee up to 4 hours	4632-5005-504	\$ 40
Each addition hour	4632-5005-504	\$ 10
Fundraiser	4632-5005-504	\$ 225
Elementary School Events	n/a	Free
Alcohol Permit	4632-5005-504	\$71/hr, min. 3 hours
Amplification Permit---PA Systems	4632-5005-504	\$ 42
Key Deposit	Held & Returned	\$ 25
Water Spigot Deposit	Held & Returned	\$ 75
<b>Oroville Municipal Auditorium</b>		
Rental for first 12 hours inc. 1 staff person for 8 hrs	4632-5005-MA1	\$ 625
Staff person per hour after first 8 hours	4632-5005-MA1	\$ 35
Additional staff person per hour (Min. 1 required)	4632-5005-MA1	\$ 35
Refundable Cleaning/Security Deposit	620-2500	\$ 500
Alcohol Permit	4632-5005-MA1	\$71/hr, min. 3 hours

**State Theatre Performing Arts Center**

Note: State Theatre Fees are under consideration for revision (5-8-13)

Rental for first 12 hours inc. 1 staff person for 8 hrs	4600-5005-ST2	\$ 400
Staff person per hour after first 8 hours	4600-5005-ST2	\$ 35
Additional staff person per hour (Min. 1 required)	4600-5005-ST2	\$ 35
Refundable Cleaning/Security Deposit	620-2500	\$ 500
Alcohol Permit	4600-5005-ST2	\$71/hr, min. 3 hours

# DEVELOPMENT SERVICES DEPARTMENT

## BUILDING DIVISION

**The minimum permit fee for any single or combination permit is:  
 (\$83.00) when one inspection is required  
 (\$166.00) when two inspections are required**

### Miscellaneous Permit Fees

Fee Type	Code #	Fee
<b>The following list of various types of fees due when receiving a permit and/or services</b>		
Standard hourly rate		\$83.00
Permit Issuance Fee (per each permit)	4290-2990	\$15.00
Plan Retention Fee (per each set of plans)	4290-2990	\$15.00
Technology Cost Recovery Fee to be charged at each permit application and issuance	116-4666-7660	Plan Review Fee x 6% Permit Fee x 6%
<b>Strong Motion Instrumentation Program (SMIP) Fee</b>		
Residential	6202520	Valuation x .00010
Commercial	6202520	Valuation x .00021
Green Building Fee	6202509	\$1.00 per \$25,000 of the Permit Valuation
Other Department Fees: Please contact the appropriate departments to determine the applicable fees (Fire, Environmental Health, Public Works, Planning, Local School District, Local Service District, & Feather River Parks & Recreation District)		
<b>Fire Project Review and Inspection Fees</b>		
Administrative fee for all fire project review submittals (sprinklers, commercial kitchen hood extinguishing systems, fire alarm systems, etc) (minimum ½ hour)	4290-2990	\$42.00
Burn Permit Fee	4280-2000	\$10.86
Fire Works Permit Administrative Fee ( <i>if processed/issued by the Development Services Department</i> ; minimum 2 hours)	4290-2990	\$166.00
See the Oroville Fire Department Fee Schedule for a complete list of fees related to fire project review and inspection.		
Development Impact Fees; these fees are applicable for new residential construction, new commercial construction, and additions to existing commercial buildings. See fee table for a complete list of fees.		
<b>Miscellaneous Department Fees</b>		
Business License Occupancy Inspection Fee (minimum 1 hour)	4220-2990	\$83.00
Business License Occupancy Submittal/Processing Fee (minimum ½ hour)	4290-2990	\$42.00
First Time Homebuyer's Inspection Fee (minimum 1 hour)	4220-2990	\$83.00
Re-inspection fee for Business License Occupancy or First Time Homebuyer's Inspection (minimum 1 hour)	4220-2990	\$83.00
Encroachment Permit Administrative Processing Fee	4290-2990	\$15.00
Addressing (new or re-addressing), per hour (minimum ½ hour)	4290-2990	\$42.00

Temporary Certificate of Occupancy	4220-2990	\$166.00
Certificate of Occupancy Document	4290-2990	\$10.00
Plan review fee (minimum ½ hour)	4665-2990	\$42.00
Geotechnical Review Fee (minimum 1 hour)	4665-2990	\$83.00
Site Inspection (minimum 1 hour)	4220-2990	\$83.00
Requested Special Inspection per hour or fraction thereof (minimum 1 hour)	4220-2990	\$83.00
Alternative Methods and Materials Review per hour (minimum ½ hour)	4665-2990	\$42.00
Photocopy of documents fee; 8 ½"x11"= \$0.25; 11"x17"= \$1.10; 18"x26"= \$1.15; 24"x36"= \$1.25; 24"x42" and larger= \$1.30 (all amounts listed are per sheet copied)	4290-2990	

Fee Type	Code #	Fee
Specialized reviews and requests	4665-2990	Actual Cost
Certified Access Specialist Program (CASp) inspection per hour (minimum 1 hour)	4220-2990	\$83.00
Certified Access Specialist Program (CASp) inspection report per hour (minimum ½ hour)	4290-2990	\$42.00
Certified Access Specialist Program (CASp) Certificate	4290-2990	\$50.00
Demolition, per building	4220-2990	\$83.00
Demolition, per building if a structure pre-measure is requested	4220-2990	\$166.00
Residential swimming pool, spa, or hot tub plan review, per hour (minimum 1 hour)	4665-2990	\$83.00
Residential swimming pool or spa permit	4220-2990	\$415.00
Residential swimming pool addition or remodel permit	4220-2990	\$249.00
Residential spa or hot tub permit (self-contained above ground)	4220-2990	\$166.00
Commercial swimming pool or spa permit	4220-2990	Based on Valuation
Residential re-roof permit	4220-2990	\$166.00
Residential multifamily re-roof permit (per building)	4220-2990	\$166.00
Commercial re-roof permit	4220-2990	\$249.00
Window installation or replacement permit (rough frame, and final inspection required)		
Retrofit windows	4220-2990	\$83.00
New construction windows (flashing, minor siding replacement, etc)	4220-2990	\$166.00
Residential or commercial building move (site, foundation, electrical, plumbing, mechanical, and final inspection); additional fees may apply	4220-2990	Based on Valuation
<b>Patio Covers, Decks, and Trellises</b>		
Plan Review (minimum 1 hour)	4665-2990	\$83.00
Up to 500sq.ft. (wood or metal construction)	4220-2990	\$249.00
Enclosed up to 500sq.ft. (wood or metal construction)	4220-2990	\$332.00
In excess of 500sq.ft. (covered or enclosed) additional fee per 100sq.ft. or fraction thereof	4220-2990	\$42.00
Deck or Trellis (per structure)	4220-2990	\$166.00
<b>Signs</b>		

Plan Review, per hour ( <i>wall and/or roof mounted</i> ) (minimum 1 hour)	4665-2990	\$83.00
Plan Review ( <i>freestanding</i> ) (minimum 1 hour)	4665-2990	Based on Valuation
Additional electrical permit fee for illuminated signs (minimum 1 hour)	4222-2990	\$83.00
0-100 square feet	4220-2990	\$166.00
Over 100 square feet	4220-2990	\$249.00
<b>Cellular Tower</b>		
Plan Review, (minimum 1 hour)	4665-2990	Based on Valuation
Free standing monopole	4220-2990	\$415.00
Co-location	4220-2990	\$332.00
Equipment Container	4222-2990	\$166.00
<b>Manufactured Buildings</b>		
Application fee	4220-2990	\$15.00
Plan Review (minimum 1 hour)	4665-2990	\$83.00
Installation with Standard Plan Approval (SPA)	4220-2990	\$332.00
Non-Standard Plan Approval (SPA), engineered foundation system	4220-2990	Based on Valuation
Electrical	4222-2990	\$83.00
Plumbing	4221-2990	\$83.00
Mechanical	4225-2990	\$83.00
Commercial Coach set-up and installation	4220-2990	Based on valuation
California State 433A & 433B processing fee (per building section)		\$11.00
Master Plan fee	4665-2990	\$166.00
<b>Electrical Service and/or Sub-Panel Installation</b>		
Up to 325 amperes	4222-2990	\$166.00
325 to 1,000 amperes	4222-2990	\$249.00
Over 1,000 amperes	4222-2990	\$332.00
Plan Review fee (when required), per hour (minimum 1 hour)	4665-2990	\$83.00
Temporary power pole/service	4222-2990	\$166.00
Residential backup generator	4222-2990	\$166.00
Commercial backup generator	4222-2990	\$249.00
<b>Photovoltaic (PV-Solar) &amp; Alternative Energy Systems</b>		
Residential Photovoltaic & Alternative Energy Systems Plan Review	4665-2990	\$83.00
Commercial Photovoltaic & Alternative Energy Systems Plan Review (minimum 1 hour)	4665-2990	Based on Valuation
Residential roof mount; PV panels and equipment only	4222-2990	\$166.00
Residential ground mount; PV panels and equipment only (minimum 2 hours)	4222-2990	Based on Valuation
Commercial roof mount; PV panels and equipment only (per each separate array)	4222-2990	\$249.00
Commercial ground mount; PV panels and equipment only (minimum 3 hours)	4222-2990	Based on Valuation
Alternative Energy Producing System (wind turbine, methane gas conversion, bio-fuels, etc) (per valuation	4222-2990	Based on valuation

table)		
Residential or Commercial Ground Mount Foundation Plan Review	4665-2990	Based on Valuation
Residential of Commercial Ground Mount Foundation	4220-2990	Based on Valuation
<b>Miscellaneous Plumbing</b>		
Water heater installation/replacement	4221-2990	\$83.00
Water softener or reverse osmosis installation/replacement	4221-2990	\$83.00
Temporary gas release (prior to final inspection) (minimum 1 inspection)	4221-2990	\$83.00
Above ground propane tank installation/replacement	4221-2990	\$166.00
In-ground propane tank installation/replacement	4221-2990	\$249.00
<b>Miscellaneous Mechanical</b>		
Residential HVAC furnace, A/C condenser, and/or ductwork	4225-2990	\$166.00
Commercial HVAC furnace, A/C condenser, and/or ductwork	4225-2990	\$249.00
Prefabricated or metal fireplace (Listed by a recognized agency; EPA phase II approved)	4225-2990	\$166.00
Masonry with gas fireplace insert (EPA phase II approved)	4225-2990	\$166.00
<b>Guidelines for determining the valuation of common projects per type of structure shall be based on the actual work valuation but no less than the latest International Code Council based square footage tables.</b>		
<b>California Building Standards Green Fee – Permit Valuation</b>		
\$1-\$25,000	6202509	\$1
\$25,001-\$50,000	6202509	\$2
\$50,001-\$75,000	6202509	\$3
\$75,001-\$100,000	6202509	\$4
Every \$25,000 or fraction thereof above \$100,000	6202509	\$1
<b>Miscellaneous Administration Fee(s)</b>		
Deferred Submittal Request (subject to approval by the Building Official)	4665-2990	\$83.00
Permit Extension Request (subject to approval by the Building Official)	4665-2990	\$83.00
Plan Review Extension Request (subject to approval by the Building Official)	4665-2990	\$83.00
Re-instate expired permit – ½ of the cost of original permit if permit is older than 24 months; excludes school, fire, and FSA, etc fees) – (subject to approval by the Building Official)	4220-2990	½ the cost of original permit fees

### Fee Overview

The Development Services Division is supported by fees collected for services provided. Plan review fees pay for staff time to check plans for code compliance. Permit fees pay for inspection services. All fees are identified in the City of Oroville Master Fee Schedule.

Building permit fees and any required plan review fees are based on the value of the project. Electrical, plumbing, and mechanical fees are based on a percentage of the building permit fee. The determination of value or valuation under any of the provisions of the master fee schedule shall be made by the Building Official and may be adjusted annually.

This booklet was prepared in response to those requests regarding permit fees. Its purpose is to acquaint applicants with various fees and processes involved in obtaining a building permit, whether for a new building, addition, alteration/remodel, or tenant improvement of an existing structure. This recognizes that all possible situations and requirements have been addressed, but it is hoped that the majority of building permit applications have been covered.

Every effort has been made to ensure the accuracy of data presented in this booklet. However, if discrepancies are noted, please call our staff at (530) 538-2425. Fees presented in this booklet are those in effect as of April 22, 2013. All fee estimates are preliminary until plan review is complete. Staff will call you with the final fee quote when your permit is ready to be issued.

### Fee Schedule

#### **Building Permit Fee**

For new construction, remodel, additions, or tenant improvement for any building or structure where a Building Permit is issued, use the column which is "Building Permit" of the Building Permit Valuation Fee Table (minimum \$83.00 fee)

Building Permit Fee for any other construction work that is not listed, the contract amount will be the valuation and the fee will be by the "Valuation Fee" (minimum \$83.00 fee for one inspection and \$166.00 for two inspections)

#### **Electrical Permit Fee**

For new construction, remodel, additions, or tenant improvement for any building or structure where a Building Permit is issued, use the column which is "12.5%" of the Building Permit Valuation Fee table (minimum \$83.00 fee)

Electrical Permit Fee for any other construction work that is not listed, the contract amount will be the valuation and the fee will be by the "Valuation Fee" (minimum \$83.00 fee for one inspection and \$166.00 for two inspections)

#### **Plumbing Permit Fee**

For new construction, remodel, additions, or tenant improvement for any building or structure where a Building Permit is issued, use the column which is "10%" of the Building Permit Valuation Fee table (minimum \$83.00 fee)

Plumbing Permit Fee for any other construction work that is not listed, the contract amount will be the valuation and the fee will be by the "Valuation Fee" (minimum \$83.00 fee for one inspection and \$166.00 for two inspections)

#### **Mechanical Permit Fee**

For new construction, remodel, additions, or tenant improvement for any building or structure where a Building Permit is issued, use the column which is "7.5%" of the Building Permit Valuation Fee table (minimum \$83.00 fee)

Mechanical Permit Fee for any other construction work that is not listed, the contract amount will be the valuation and the fee will be by the "Valuation Fee" (minimum \$83.00 fee for one inspection and \$166.00 for two inspections)

#### **Plan Review Fees**

Building Plan Review Fee:

- For all buildings, structures, utilities, etc that require plans and plan review by the building division shall use the 65% column.

**Disabled Access Plan Review Fee:**

- For all building, structures, utilities, etc that require disabled access plans and plan review by the building division shall use the 15% column.

**Energy Conservation (Title 24) Plan Review Fee:**

- For all buildings, structures, utilities, etc that require energy standard(s) compliance plans and plan review by the building division shall use the 10% column.

**Green Building Plan Review Fee:**

- For all buildings, structures, utilities, etc that require green building standard(s) compliance plans and plan review by the building division shall use the 15% column.

<b>Based on the 2010 California Residential Code</b>	
<b>BUILDING PERMIT FEES</b>	
<b>Total Valuation</b>	<b>Fee</b>
\$1.00 to \$500.00	\$24.00
\$501.00 to \$2,000.00	\$24.00 for the first \$500; plus \$3.00 for each additional \$100 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$40,000.00	\$69.00 for the first \$2,000.00; plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$40,001.00 to \$100,000.00	\$487.00 for the \$40,000.00; plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,027.00 for the first \$100,000.00; plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,827.00 for the first \$500,000.00; plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 to \$5,000,000.00	\$6,327.00 for the first \$1,000,000.00; plus \$3.00 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00
\$5,000,001.00 and over	\$18,327.00 for the first \$5,000,000.00; plus \$1.00 for each additional \$1,000 or fraction thereof.
<b>Other Inspections and Fees</b>	
Inspections outside normal business hours (minimum 2 hours)	\$83.00 per hour*
Re-inspection fees assessed under the provisions of Section 6-1.7; 110.7 of the Oroville City Ordinance 1767.	\$83.00 per hour *
Inspection for which no fee is specifically indicated (minimum 1 hour)	\$83.00 per hour *
Additional plan review required due to changes, additions, or revisions to plans (minimum ½ hour)	\$42.00 per ½ hr*
For use of outside consultants for plan review and inspections, or both	Actual Cost**
<b>Plan Review:</b> When a plan or other data is required to be submitted for review, the plan review fee for each building, structure, utility, etc shall be 65% of the building permit fee shown in the Building Permit Fee Table.	
<b>Disabled Access Review:</b> For the review of California Code of Regulation Title 24 requirements for accessibility for the physically disabled, the fee shall be equal to 15% of the building permit fee as	

shown in the Building Permit Fee Table.
<b>Energy Conservation Review:</b> For review of California Code of Regulations Title 24 requirements for energy conservation, the fee shall be equal to 10% of the building permit fee as shown in the Building Permit Fee Table.
<b>Green Building Standards Review:</b> For review of California Code of Regulations Title 24 requirements for green building standards, the fee shall be equal to 15% of the building permit fee as shown in the Building Permit Fee Table.
*= or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved.
**=Actual cost includes administrative and overhead costs.

### CODE ENFORCEMENT DIVISION

<b>Code Enforcement Division Inspection/Program Fees</b>		
Vacant Building Monitoring Ordinance Fee (Annual)	4670-1450 CE1	\$331.00
Multi-Family Inspection Program Fee (per dwelling unit)	4670-1450 CE1	\$37.00
Property Lien Processing Fee (per property) (1 hour)	4670-1450 CE1	\$83.00
Multi-Family Inspection Program Extension Request Fee	4670-1450 CE1	\$42.00
Property Posting Fee	4670-1450 CE1	\$83.00
Preliminary Title Search Fee (Litigation Guarantee)	4670-1450 CE1	Cost of Title Search from Title Company + 15% Administrative Processing Fee
Re-inspection Fee	4670-1450 CE1	\$83.00
Miscellaneous Administrative Code Enforcement Fee (when not listed specifically above) (based on hourly rate; minimum ½ hour)	4670-1450 CE1	\$42.00

### PLANNING DIVISION

<b>Project Application</b>	<b>Code #</b>	<b>Fee</b>
Administrative Permit	4250-1600	\$572.00
Adult-Oriented Business Fee	4250-1600	\$516.00
Amendment/Modification Fee (Use Permits, Variances, TSM, etc.)	4250-1600	\$1,000.00 (Deposit)
Annexation	4250-1600	\$3,458.00 (Deposit)
Appeal to City Council	4250-1600	\$1,095.00
“Burn-Down” Letter	4250-1600	\$66.00
Condition Compliance	4250-1600	\$500.00 (Deposit)
Development Review Committee	4694-1600	\$225.00
EIR Deposit	620-2500	\$5,000.00 (Deposit)
Final Map	4696-1600	\$1,507.00 (Deposit)
Fire Design Review	4280-2000	\$434.00
General Plan Amendment	4290-1600	\$3,854.00 (Deposit)

Home Occupation: Low Impact	4250-1600	\$118.00
Home Occupation: Moderate Impact	4250-1600	\$236.00
Pre-Application (Initial Project Review)	4694-1600	\$225.00
Sign Review	4250-1600	\$168.38
Special Use Permit	4250-1600	\$100.00
Specified Plan Amendment	4250-1600	\$2,308.39
Specific Plan Deposit	4250-1600	\$3,258.90 (Deposit)
Tentative Parcel Map	4696-1600	\$3,418.00 (Deposit)
Tentative Subdivision Map	4696-1600	\$3,946.00 (Deposit)
Per Resulting Lot Tentative Maps	4696-1600	\$20.00
Use Permit	4250-1600	\$2,822.00 (Deposit)
Variance	4250-1600	\$2,263.00 (Deposit)
Zone Change	4290-1600	\$3,031.00 (Deposit)
Zoning/General Plan Compliance Letters	4250-1600	\$155.00
<b>Assorted Copies</b>	<b>Code #</b>	<b>Fee</b>
General Plan Book	4895-1600	\$65.00
General Plan Map	4895-1600	\$10.00
Housing Element Book	4895-1600	\$17.00
Zoning Map	4895-1600	\$10.00
Zoning Ordinance Book	4895-1600	\$20.00
Copies	4895-1600	\$0.25 per page

# POLICE DEPARTMENT

Fee Type	Code #	Fee
Alarm Permit	4670-2500	\$28.00
Citation Sign Off	4670-2500	\$18.00
Local Record Review	4670-2500	\$36.00
Police Report	4670-2500	\$18.00
CAD Report	4670-2500	\$6.00
Digital Photographs	4670-2500	\$21.00
Hourly Rate per Officer	4670-2500	\$71.00
Hourly Rate per Detective	4670-2500	\$80.00
VIN Verification	4670-2500	\$21.00
Vehicle Repossession Release	4670-2500	\$22.00
Stored Vehicle Release	4670-2500	\$123.00
Impounded Vehicle Release	4670-2500	\$159.00

# PUBLIC WORKS DEPARTMENT

Fee Type	Code #	Fee
<b>LAND DEVELOPMENT</b>		
Abandon Street	001-4670-3000	\$727.82
Assessment District Setup	Varies	\$7,500 Deposit + \$20/Lot
Certificate of Compliance	001-4670-3000	\$342.18
Deferred Improvement Agreement	001-4670-3000	\$114.06
Drainage Impact Fee – Single Family	109-4227-7400	\$1,491.55
Drainage Impact Fee – Multi Family Per Unit	109-4227-7400	\$741.33
Drainage Impact Fee - Thermalito	109-4223-7400	See Fee Schedule
Final Parcel Map Review	109-4664-7400	\$1,303.56
Final Subdivision Map Review	001-4670-3000	\$1,303.56
Flood Plain Letter	001-4670-3000	\$222.69
Grading Permit	001-4692-3000	\$179.24 - \$540.98
Grant of License	001-4670-3000	\$157.51
Lot Line Adjustment	001-4670-3000	\$689.80
Parcel Merger	001-4670-3000	\$765.84
Reversion to Acreage	001-4670-3000	\$3,258.90
Sewer Connection Impact Fee	104-4621-4550	\$1,794 per EDU
Sewer Connection Fee - SCOR	6202906	\$6,638 Per EDU
Sewer Main Tapping Fee	101-4622-4550	\$331.32
Sewer Service Agreement - Outside	104-4890-4550	\$435.00
Sewer Service Charges - Monthly	101-4620-4000	\$18.11 Per EDU
Sewer Service Charges – Monthly - SCOR	101-4620-4000	\$8.60 Per EDU
Subdivider Agreement	001-4697-3000	\$972.24
Site Improvements Plan Check	001-4665-3000	1.5% Construction Cost
Site Improvement Construction Inspection	001-4691-3000	3.0% Construction Cost
Traffic Impact Fee – Single Family – Per Unit	108-4224-7400	\$1,579
Traffic Impact Fee – Multi Family – Per Unit	108-4224-7400	\$1,105
Traffic Impact Fee – Non Residential	108-4224-7400	See Fee Schedule
Transportation Permit	001-4290-3000	\$17 - \$94
<b>ENCROACHMENT PERMIT</b>		
Construction Dumpster	001-4290-3000	\$76.04
Construction Job Trailer	001-4290-3000	\$76.04
Disabled Curb Ramp, Each Location	001-4290-3000	\$108.63
Drainage Inlet, Each Location	001-4290-3000	\$108.63
Paving, <1000sf.	001-4290-3000	\$97.77
Sidewalk, Curb & Gutter; Repair <100lf	001-4290-3000	\$97.77
Sidewalk, Curb & Gutter; New <100 lf	001-4290-3000	\$114.06
Sidewalk Obstruction, Each Location	001-4290-3000	\$97.77
Street Repair, <500sf.	001-4290-3000	\$97.77
Underground Utility, <300lf.	001-4290-3000	\$108.63
House Relocating/Moving	001-4290-3000	\$168.38

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR**

**RE: AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE  
FIGHTERS' ASSOCIATION**

**DATE: APRIL 1, 2014**

**SUMMARY**

The Council may consider an Amended and Restated Memorandum of Understanding between the City of Oroville and the Oroville Fire Fighters' Association (OFFA).

**DISCUSSION**

Staff and OFFA representatives have met and conferred and came to a tentative agreement on an amended MOU (Exhibit A). The final Approved and Restated MOU will be provided under separate cover. Changes to the MOU are in bold red for additions and strike through bold black for deletions.

OFFA members have agreed to phase in their payment of the full 9% employee portion of PERS over the life of the agreement in exchange for incremental salary increases totaling 6% over the same period and to reopen the MOU if CalPERS employer rates reach 29% during the term of the agreement.

The term of this contract is from January 1, 2014 through June 30, 2016. The language changes have been reviewed and tentatively agreed upon by the City Administrator and the membership of OFFA.

**FISCAL IMPACT**

Preliminary calculations suggest that this action will save approximately \$17,500 for the remainder of Fiscal Year 2013/14 and a total of approximately \$90,000 during the term of the agreement.

**RECOMMENDATION**

1. Adopt Resolution No. 8202 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTERS' ASSOCIATION – (Agreement No. 1436-10).

2. Adopt Resolution No. 8203 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING EMPLOYER PAID MEMBER CONTRIBUTIONS THROUGH CALPERS FOR THE OROVILLE FIRE FIGHTERS' ASSOCIATION.

**ATTACHMENT (S)**

Resolution No. 8202  
Agreement No. 1436-10  
Resolution No. 8303

**CITY OF OROVILLE  
RESOLUTION NO. 8202**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND  
DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND  
THE OROVILLE FIRE FIGHTERS' ASSOCIATION**

**(Agreement No. 1436-10)**

**BE IT** hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amended and Restated Memorandum of Understanding between the City of Oroville and the Oroville Fire Fighters' Association. A copy is attached hereto as Exhibit "A".
  
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on April 1, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Randy Murphy, City Clerk

# MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

OROVILLE FIREFIGHTERS ASSOCIATION, LOCAL 2404  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS



This Amended and restated Memorandum of Understanding, hereinafter referred to as the "Memorandum," was approved by City Council Resolution No. ~~8202~~ adopted at its Regular Meeting of ~~April 1, 2014.~~

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## **ARTICLE 1 - AGENCY SHOP**

The Oroville Firefighters Association (OFFA) has been declared an agency shop in accordance with Government Code Section 3502. Designation of an agency shop requires all employees in the bargaining unit to either join the recognized association, pay a service fee as determined by the association, or meet the religious objection requirement per Government Code Section 3502.5 (c).

The Oroville Firefighters Association (OFFA) represents the following classifications:

- Fire Captain
- Fire Engineer
- Firefighter

## **ARTICLE 2 - SCOPE OF AGREEMENT**

This agreement covers the wages, hours, terms, and conditions of employment for the term of the agreement for those employees represented by the OFFA.

## **ARTICLE 3 - PERSONNEL RULES AND REGULATIONS**

Changes to the City's Personnel Rules & Regulations, policies and Department Policies shall require a meet and confer with the OFFA prior to implementation.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

The City retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial:

- To manage and direct its business and personnel
- To manage, control, and determine the mission of its departments, building facilities, and operations
- To create, change, combine or abolish jobs, departments and facilities in whole or in part
- To subcontract or discontinue work for economic or operational reasons; to direct the work force
- To increase or decrease the work force and determine the number of members needed
- To hire, transfer, promote and maintain the discipline and efficiency of its members to establish work standards, schedules of operation and reasonable workload
- To specify or assign work requirements and require overtime
- To schedule working hours and shifts
- To adopt rules of conduct and penalties for violation thereof

- To determine the type and scope of work to be performed and the services to be provided
- To determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency

Nothing in this Section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any regulating, authorizing or empowering the City to act or refrain from acting.

**ARTICLE 5 - PAYROLL DEDUCTIONS**

**PAYROLL DEDUCTIONS** - The City shall deduct an authorized amount from each employee's paycheck to be remitted to OFFA. The OFFA shall indemnify and hold the City harmless against all claims against the City as a result of implementation of this article.

**ARTICLE 6 - SALARY**

**6.1 SALARY SCHEDULE** - The salary schedule for the OFFA is attached as Appendix "A".

**6.2 SALARY STEPS** - There shall be 5% between salary steps. Eligibility for advancement to Step F includes two (2) years in Step E within their current classification.

**6.3** If the annual audited fiscal year core revenue is 10% below the prior fiscal years core revenues then the City may reopen on salary section 6.1.

If the annual audited fiscal year core revenue is greater than 5% above the prior fiscal years core revenues then the OFFA may reopen on salary section 6.1.

If the annual audited fiscal year core revenues is 7% above the prior fiscal years core revenues then each classification shall receive a 2% COLA.

**6.4 COMPENSATION SURVEY** - Compensation studies shall include the following agencies:

- |              |                   |
|--------------|-------------------|
| 1. Roseville | 7. S. Lake Tahoe  |
| 2. Folsom    | 8. Woodland       |
| 3. Chico     | 9. Grass Valley   |
| 4. Redding   | 10. Red Bluff     |
| 5. Rocklin   | 11. Sutter County |
| 6. Yuba City |                   |

The City of Oroville agrees to complete a joint compensation survey with the OFFA annually in August, to keep the City aware of current salary trends. The compensation

survey shall include top step salary, maximum PERS-able benefits, employee "pick-up" and maximum health benefit contributions.

**6.5 SALARY INCREASES- Bargaining unit members will receive the following salary increases:**

**2% effective October 1, 2014**

**2% effective July 1, 2015**

**2% effective June 30, 2016**

**6.6 ADDITIONAL SALARY STEP – The City will add an additional salary step (G Step) at five percent (5%) above the current top step F, effective January 1, 2015, which will be immediately available on to those bargaining unit employees at Step F for at least the preceding twenty-four (24) months. All other employees will be eligible to move to step G in accordance with existing City policies and procedures pertaining to salary step advancement.**

**ARTICLE 7 - OVERTIME**

**7.1 OVERTIME** - Employees required to work in excess of one hundred and ninety-two (192) hours within the twenty-four (24) calendar day cycle shall receive one and one-half (1 ½) time their regular rate of pay. In computing hours worked in any 24-day cycle, time off duty for holidays, vacations, and compensatory time off shall be calculated as time worked.

**ARTICLE 8 - COMPENSATORY TIME OFF (CTO)**

**8.1 COMPENSATORY TIME OFF (CTO)** - Employees may accrue CTO in lieu of overtime pay. The accrual rate for CTO shall be one and one-half hours for each hour of overtime worked.

- a) No more than 240 hours of CTO may be banked.
- b) An employee's decision to elect CTO instead of overtime is irrevocable.
- c) Employees may cash out their CTO with two weeks written notice.
- d) Upon separation, the employee will be paid at the employee's current hourly rate of pay for their CTO bank balance.
- e) An employee must give 48 hours notice before using CTO.

An employee may request the use of CTO, which shall be granted when the fire department's scheduled shifts meet current minimum staffing without paying non-emergency overtime.

When an employee is assigned to work overtime, that employee will not take CTO in lieu of working that assigned overtime shift. The employee will either work that shift or

find a suitable employee to fill their place.

#### **ARTICLE 9 - LONGEVITY PAY**

9. The City shall provide the following longevity pay annually each December as follows:

<u>Years</u>	<u>Award</u>
15-19 Years	\$150.00
20 Years or More	\$300.00

The City Council shall decide on the timing and manner for the award presentation.

#### **ARTICLE 10 - UNIFORM ALLOWANCE**

- 10.1 **UNIFORM ALLOWANCE** – Upon hire each employee covered by this Memorandum shall receive an initial clothing allowance of seven hundred fifty dollars (\$750) on their first paycheck and then will begin receiving a monthly allowance of \$62.50 at the start of the second year. Current employees shall receive a monthly uniform allowance of \$62.50 beginning January 1, 2011.
- 10.2 The City agrees to pay the initial cost of any ordered uniform article change.
- 10.3 The City agrees to replace any part of the work uniform damaged in the line of duty and not attributable to normal wear and tear. Such damage shall be reported to the Fire Chief or designee.

#### **ARTICLE 11 - OUT OF CLASS PAY**

- 11.1 **OUT OF CLASS PAY** - When an employee works in a higher classification, the employee shall receive an additional 5% above their normal rate of pay for all hours worked in such classification.

#### **ARTICLE 12 - CALL-BACK PAY**

- 12.1 In the event of a call-back or return to duty, an employee shall receive a minimum of four (4) hours, paid at one and a half times the regular rate of pay. The employee will be held on duty only for the duration of the emergency. If the time worked exceeds four (4) hours, then the employee shall receive pay for the time worked at the appropriate rate of pay, calculated to the nearest thirty (30) minutes.

#### **ARTICLE 13 - HEALTH BENEFITS**

- 13.1 The City agrees to continue to provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of Health, Dental, Life, Vision, and Long-term Disability Insurance.

City agrees to contribute \$729.00 per month per employee towards health and dental insurance premiums. Effective January 1, 2015, the City will increase its current contribution toward medical insurance premiums for dependent coverage (employee plus one and full family) by \$75.00 per month.

**13.2 IRS 125** - The City shall provide a program qualified under Section 125 of the Internal Revenue Code.

**13.3 RETIREE MEDICAL** - Any employee who regularly retires from City service may convert their accumulated sick leave to purchase medical insurance, based upon such leave dollar value at the time of retirement. The City agrees to allow retirees to move on or off the City's medical insurance if carrier allows for such action.

**13.4 HEALTH INSURANCE REVIEW COMMITTEE** - The purpose of the Committee is on-going review of health, dental, vision plans, and the making of recommendations to the City Council, City Administrator and the respective employee group regarding benefit level, services, cost, and alternative plans. Committee members shall establish guidelines for conducting meetings and their frequency. Employees shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive overtime or call-back pay for service on the Committee. Up to two members from each Association may attend the meetings.

The Committee shall have access to information as necessary to carry out its purpose.

**13.5 APPROVAL OF FUTURE PLAN CHANGES** - Both the City and the OFFA will have the opportunity to present proposals on insurance plans and rates. Notwithstanding any provision of this subsection to the contrary, the City agrees that future changes in the health and dental insurance plan benefits or structure shall be approved by a majority vote of members in all employee Associations (OCEA, OFFA, OPOA, and OMMA) and Unrepresented Employees. Each Association or unrepresented employee will vote and the majority results will be counted as that Association's choice to approve or disapprove the proposed change in health plan(s).

#### **ARTICLE 14 - DEFERRED COMPENSATION**

**14.1 DEFERRED COMPENSATION** - The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan without an employer contribution.

#### **ARTICLE 15 - RETIREMENT**

**15.1** The City has contracted with the Public Employee Retirement System (PERS) to

provide retirement benefits outlined and attached as Exhibit "C".

**15.2 PERS CONTRIBUTIONS:**

**EPMC -**

Effective upon ratification and approval of the MOU, and except as otherwise provided below, bargaining unit employees will pay 4% of the EPMC. Effective October 1, 2014, bargaining unit employees will pay an additional 2.5% of the EPMC, for a total of 6.5%. Effective July 1, 2015, bargaining unit employees will pay an additional 2.5% of the EPMC, for a total of 9%.

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Deleted: The City shall contribute to PERS 100% of the member's contribution rate equal to 9% and report it as compensation to PERS pursuant with Government Code Section 20692.

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Payments shall be made pre-tax.

All OFFA bargaining unit members employed with the City prior to January 1, 2013 shall maintain their current CalPERS formula and retirement benefit calculations.

Notwithstanding the EPMC provisions stated above, effective January 1, 2013, and upon hire, all new OFFA bargaining unit members shall receive the 2.7%@57 formula and shall pay 50% of the normal benefit formula and contribution rate. "New members" shall be defined as an individual who becomes a member of a public employee retirement system for the first time on or after January 1, 2013, and who was not a member of another public employee retirement system prior to that date, and who is not subject to reciprocity with another public employee retirement system.

**15.3 PERS CONTRIBUTIONS AND PEPRA:** Notwithstanding the terms of this agreement, during the term of the MOU, the City reserves the right to reopen this Article (15 – Retirement), if the City's PERS Employer Contribution Cost rises above 29%.

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**ARTICLE 16 - WORK SCHEDULE**

**16.1**

For the term of the MOU, the City agrees to maintain the current 48/96 work schedule, with the understanding that bargaining unit employees are required to provide a physician's note any time the employee calls in sick for one full shift ( A full shift is defined as 48 consecutive hours at work.).

Deleted: The work schedule shall consist of what is known as a 3-platoon 56-hour average Workweek schedule of a 4-4-4-6 shift system. This shall not preclude an employee from being assigned and working more hours than scheduled and in such case the employee shall be compensated at the appropriate rate of pay or allowed compensating time off within the (FLSA) work period.

By agreeing to continue the 48/96 work schedule for the term of the MOU, the City expressly reserves the right to evaluate the efficiencies and cost of the 48/96 work schedule one year from the date the City Council approves and adopts the successor MOU. To the extent this evaluation leads the City to propose any changes to the 48/96 schedule, the parties agree to

meet and confer as required by State law before any changes are implemented. The parties further expressly agree that should the meet and confer process called for under this paragraph lead to an impasse, the factfinding procedures established under California Government Code section 3500 et. seq. rather than the City's interest arbitration procedures under City Resolution 6040 shall apply. The parties further expressly agree that should factfinding be invoked, they will split the cost of the factfinding panel.

16.2

**16.2 SHIFT AND STATION SELECTION PROCEDURE** - Shift and station shall be selected in order of classification seniority.

**16.2.1 PROCEDURES:**

1. The shift request will occur each year in October, prior to vacation selections.
2. Captains request first based on seniority.
3. Engineers request second based on seniority.
4. Firemen request last based on seniority.
5. The Chief reserves the right to deviate from this policy for the proper operation of the Department.

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**ARTICLE 17 - STAFFING LEVELS**

The City shall maintain a minimum staffing level of three personnel (line staff) on duty.

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Inclusion of this policy in this Memorandum of Understanding in no way effects the City's rights as delineated in Article 4 of this contract.

In the interest of Health and Safety of OFFA employees assigned for extended periods to emergency incidents, the department authorizes the use of motels and other comparable facilities for sleeping and freshening up. The use of these facilities will be administered in accordance with department policy found in the Oroville Fire Department Policy and Procedures manual, Policy 1504.

Immediately following ratification and adoption of a successor labor agreement, the parties agree to meet and confer to discuss a change in staffing and acting assignment practices for the Fire Department. Specifically, in order to address and change the current Acting Pay practice in the Department, the City will propose committing to a daily staffing level of five employees per shift, made up of one captain, one lieutenant, two engineers and one firefighter. Minimum staffing will remain at three and the Department will be obligated to have at least one officer- captain or lieutenant – on duty for each shift.

This agreement to meet and confer over changes to staffing and acting pay practices is

made with the understanding that should the parties' discussions not result in an agreement, the City may proceed with implementation of its proposed changes without having to go through impasse resolution proceedings, and more specifically, interest arbitration.

## ARTICLE 18 - PHYSICAL TRAINING TIME

**18.1 PHYSICAL TRAINING TIME** - Each employee will have ninety (90) minutes of physical training per day. Time of day shall be determined by the Captain and/or Battalion Chief. The physical training time and dress time shall not interfere with emergency operations.

## ARTICLE 19 - HOLIDAY PAY

Each employee shall be credited for each holiday by eleven and two-tenths (11.2) hours of straight time pay.

**19.1** The following holidays shall be observed by the City:

- (1) New Year's Day, January 1
- (2) Martin Luther King Day, January
- (3) Lincoln's Birthday, February 12
- (4) President's Day, 3rd Monday in February
- (5) Memorial Day, last Monday in May
- (6) Independence Day, July 4
- (7) Labor Day, the 1st Monday in September
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, 4th Thursday in November
- (10) The day after Thanksgiving
- (11) The day before Christmas
- (12) Christmas Day, December 25

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## ARTICLE 20 - VACATION POLICY

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**20.1 VACATION ACCURAL** - Every employee who, on the most recent anniversary date of employment shall be entitled to vacation as follows:

- |   |           |
|---|-----------|
| 1 to 4 years  | 120 hours |
| 5 to 11 years   | 168 hours |
| 11.2 hours for each additional year to a maximum of 224 hours |           |

**20.2 VACATION CARRYOVER** - The employee shall cease to earn vacation benefits that exceed two (2) times the employee's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive, as herein provided.

An employee who has properly attempted to schedule vacation to avoid forfeiture

that may be imposed due to accrual ceiling may petition the Fire Chief and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off. The Fire Chief has the prerogative to assign the employee time off to avoid excess accrual. No unit employee will lose vacation accrual rights if their vacation is canceled or is denied and, at the time said vacation was requested, an appropriate "vacation slot" was available and was applied for in a timely and proper manner. The employee's payroll check from the City shall serve as notification of the employee vacation accrual.

- 20.3** An employee who during an anniversary year is on leave of absence without pay for a period exceeding thirty (30) consecutive days shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation.

Vacation shall be prorated by dividing the straight time hours actually worked by 242.66, and then multiplying that factor by 1/12, the vacation the employee would have earned had the anniversary year been fully worked.

- 20.4 VACATION SIGNUP** - Vacation signup will be based on Department Seniority. Vacation signup shall be on an annual basis beginning in November to be concluded by December; vacation requested after November shall be granted on a first come first serve basis.

#### **ARTICLE 21 - SICK LEAVE**

- 21.1** Sick leave is a privilege, which can be allowed only in case of actual sickness or injury of such employee or ~~of the immediate family of an employee, which~~ compels an employee to be absent from work. To qualify for sick leave, an employee must notify their supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the City.
- 21.2** An employee may be allowed a leave of absence from duty without loss of salary because of sickness or injury. Sick leave with pay is cumulative at the rate of eleven and two-tenths (11.2) hours for each month of service beginning the first calendar month following regular probationary employment.
- 21.3** An employee shall not be required to use any Sick Leave for medical and/or dental appointment(s) but may use accumulated Vacation time or compensating time off in lieu thereof.
- 21.4** Sick leave shall not be granted to any employee who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.
- 21.5** Sick leave shall not be earned during a leave of absence without pay in excess of thirty (30) days.

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- 21.6** Employees shall accumulate unused sick leave without limitation.
- 21.7 PHYSICIAN'S VERIFICATION OF ILLNESS** - Any employee who is absent on sick leave for three consecutive work days or more shall, at the request of the City, prior to returning to duty, provide the City with a physician's statement verifying that the employee was examined during the absence and found.
- 1) To be ill or injured to such an extent that the employee should remain absent from work during the period of absenteeism.
  - 2) To be medically ready to return to full active employment status upon the date the employee returns.
- 21.8 SICK LEAVE INCENTIVE** - If an employee works without using sick leave during the months of January 1 through June 30, or July 1 through December 31 the City shall grant twelve (12) hours of additional vacation pay for each period.
- 21.9 PERSONAL NECESSITY LEAVE** - Subject to the same requirements of advance notice and approval, an employee may be granted a maximum of one shift (24 hours) leave of absence in any calendar year without loss of pay in cases of personal necessity. Such leaves shall be deducted from the member's accumulated sick leave. Personal necessity includes matter related to an accident involving the member's person or property; appearance in court as a litigant or witness under official order. This leave specifically does not include any recreational use or any use related to present or prospective employment.
- 21.10 ABUSE OF SICK LEAVE** - At any time management has reason to suspect abuse of sick leave, the supervisor may notify the employee in writing that for any future absence for illness or injury the employee shall be required to provide the City with a physician's statement verifying that the employee was examined and found to be ill or injured to such an extent that the employee should remain absent from work.

## **ARTICLE 22 - BEREAVEMENT LEAVE**

- 22.1 BEREAVEMENT LEAVE** - Employees who have completed six (6) months of service are entitled to receive up to one hundred and twenty hours (120) of bereavement leave per occurrence, which shall not be charged to the member's sick leave when compelled to be absent from duty by reason of death, or where death appears imminent, of immediate family. An employee desiring such leave shall notify, in writing, the Fire Chief of the time of absence expected and the date of return to City service.

For the purpose of this article, an immediate family member is defined as spouse, natural, step or legal child, or parent, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law, or registered domestic partner.

**ARTICLE 23 - MATERNITY LEAVE**

**23.1 MATERNITY LEAVE** - Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government code 19991.6.

**ARTICLE 24 - MILITARY LEAVE**

**24.1 MILITARY LEAVE** - Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the City Administrator as much notice as possible prior to taking leave.

**ARTICLE 25 - UNPAID LEAVE**

**25.1 UNPAID LEAVE** - Regular or probationary employees may request, in writing, leave without pay. Response to such request shall be in writing. The Fire Chief may grant a leave of absence without pay for a period not to exceed three (3) months. The leave of absence may be extended up to twelve (12) months by the City Administrator. Leaves of absence longer than twelve (12) months shall require approved by the City Council. Upon expiration of a regularly approved leave or within a reasonable period after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee, on leave, to report promptly at its expiration shall be deemed to be a resignation and be so notified.

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- If the approved leave of absence is more than thirty (30) days, the employee:
- A. Shall not accrue seniority.
  - B. Shall not receive contributions towards any benefits.

**ARTICLE 26 - JURY DUTY**

**26.1 JURY DUTY** - Every employee who is called or required to serve, as a trial juror shall, upon notification and appropriate verification submitted to their supervisor, be entitled to be absent from their duties with the City during the period of such service or while necessarily being present in court because of such call. No deduction shall be made from the salary of an employee while being interviewed for or while serving on a trial jury.

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**ARTICLE 27 - EDUCATION REIMBURSEMENT**

**27.1 EDUCATION REIMBURSEMENT** - Each employee shall have available for their use \$100.00 annual reimbursement to pay for registration, tuition, and materials required by their elective course, workshop, or seminar, based on the calendar year. Reimbursement will require successful completion, obtaining a "C" or better or a "PASS" grade for Pass/Fail courses. Documentation to this effect must be present. Elective courses shall conform to the definition of "Fire Department Related." Departmentally assigned courses shall not be deducted from the

member's \$100.00 allocation.

**27.2 COMPENSATORY TIME FOR EDUCATION (CTO-T)** - Compensatory Time shall be granted to members for off duty elective course work at the rate of one and one-half (1 ½) times the hourly rate of pay, to the maximum of 120 hours per year, with an accrual ceiling of 240 hours. In the event the 120 hours per year and/or the 240 accrual ceiling has reached its maximum, members will be then be paid at the rate of one and one-half (1 ½) times the hourly rate of pay for all hours worked over the cap. Elective courses are any courses the employee can demonstrate are directly related to the job performed and/or increasing department activities or capabilities, require approval by management and review for job-relatedness. Compensation will only be given for time spent in actual training or classroom setting.

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**Accrual of Education Earned Comp Time:** Compensatory time earned through the attendance of an elective course shall be held in a separate comp time account to be designated by CTO-T, to be used in TIME OFF ONLY. Note: employee leaving the Department may NOT cash in unused balance of CTO-T. Exception: Upon retirement.

Compensatory time earned through course or training attendance at the request of the Department resulting in an overtime situation by analogy to Article 7.1 shall be credited by the rate one and one-half (1 ½). Such compensatory time shall be taken as time off only, but subject to payoff upon retirement. However, in the event the 120 hours per year or the 240 accrual ceiling has reached its maximum, members will be then be paid at the rate of one and one-half (1 ½) times the hourly rate of pay for all hours worked over the caps. Exception: HAZ-MAT Team personnel have the option for pay on required Department HAZ-MAT Team monthly meetings.

### 27.3 – EDUCATION INCENTIVE PAY:

Effective July 1, 2014, bargaining unit employees become eligible for the following incentive pays: (Actual payment begins the pay period following the employee establishing the minimum requirements specified below:

#### Education Pay:

60 Units/AA/AS- \$125.00 per month.

BA/BS - \$250.00 per month.

## ARTICLE 28 - PROBATION

- 28.1** All new hire appointments to positions in the OFFA shall be subject to a probationary period of 18 months of service, and serves at the will of the City. All promotional appointments to positions in the OFFA shall be subject to a probationary period of 6 months of service, and shall have no right to appeal failure of a promotional probation. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to their new duties, assignments and responsibilities in the new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed unsatisfactory, the employee shall be notified that they have not satisfactorily completed probation.
- 28.2** During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:
- 1) The use of the Grievance Procedure to grieve termination.
  - 2) The City may agree to extend the probationary period for not more than 6 months and will notice the employee in writing of their intent to extend probation and the date in which the probation period ends. The OFFA shall be notified of all probation extensions.
  - 3) Probation may be extended for the same time as any leaves of absence.
- 28.3** In the event an employee is promoted and is rejected, they shall be reinstated to the position that they previously held at the time of promotion.

#### **ARTICLE 29 - SENIORITY**

- 29.1 OVERALL SENIORITY** - "Overall Seniority" for the purposes of vacation accrual shall be computed based on total uninterrupted length of continuous service with the City.
- 29.2 CLASSIFICATION SENIORITY** - "Classification Seniority" is defined as the total time served in the classification or higher classification within the department.
- 29.3 TIES IN SENIORITY** - Whenever two or more employees have the same seniority date, the order of seniority shall be determined by the employee's ranking upon hire or appointment to the classification.
- 29.4 SENIORITY LIST** - The Department shall provide a seniority list to the OFFA annually in July. The list shall include the employees' name, overall seniority date with the City, current classification seniority date.

#### **ARTICLE 30 - LAYOFF AND REEMPLOYMENT**

- 30.1 LAYOFF** - Employees shall be subject to layoff for lack of work and/or lack of funds as determined by the council. A layoff, for purposes of this Article, shall be considered an involuntary separation of an employee because of lack of work

and/or lack of funds.

### **30.2 NOTIFICATION OF LAYOFFS**

**30.3.1 NOTICE LETTERS** - As soon as the Council determines that a reasonable basis exists to believe that there will be a layoff, as defined in Section 6.1 above, the City will notify the OFFA by letter, along with information concerning the specific positions that may be eliminated or reduced. The City will send a second letter to the OFFA as soon as the City decides to recommend to the Council that a layoff occur.

**30.3.2 MEET AND CONFER** - As soon as possible following the sending of either letter, the City and the OFFA will meet and confer to discuss the impact of layoffs.

### **ARTICLE 31 - LAYOFF PROCEDURE**

**31.1 ORDER OF LAYOFF** - Whenever an employee is laid off, the order of layoff within the classification shall be the employee employed the shortest time in the classification plus higher classification within the department.

**31.2 BUMPING RIGHTS** - An employee who is laid off from a higher classification within the department shall have return rights to a previously held classification within the bargaining unit.

### **ARTICLE 32 - LIGHT DUTY**

**32.1 LIGHT DUTY** - Employees unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and employee have determined as an acceptable assignment, and shall not impede the employee's recovery. The employee shall receive the rate of pay in effect prior to the illness or injury. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled employee. The City may require the approval of a physician prior to making an assignment under the provision. Employee will be assigned to a 40-hour workweek during the Light Duty assignment.

### **ARTICLE 33 - DISCIPLINE**

**33.1 Discipline** - The City may discharge, demote or suspend any employee who has completed the specified probationary period for cause, including, but not limited to: dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or failure to comply with the City's reasonable rules regarding safety, conduct and operations, or any conduct related to employment which impairs, disrupts, or causes discredit to the employee's employment to the City. In the event an employee feels the discharge or suspension is not for cause, the OFFA shall have the right to appeal the case through the Grievance Procedure. Probationary employees may

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be discharged for any reason, which, in the sole opinion of the City, is just and sufficient and such discharge shall not be subject to appeal.

**33.2 Presumption of Delivery** - Any written notice shall be conclusively presumed delivered to the employee on the date the written notice is personally served on the member. In the event that any notice is sent to an employee by certified mail, return receipt requested the notice shall be conclusively presumed delivered to the employee on the date the receipt was signed. In the event the certified mail is refused, or in the event the employee is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returns the certified mail to the City.

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**33.3 Departmental Action Prior to Imposition of Discipline** - Except in cases of an emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against permanent employees, the Department Head shall give the employee written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, and the right to respond either orally or in writing, or both, to the Department Head proposing disciplinary action prior to the effective date of such disciplinary action.

**26.4 Notice of Disciplinary Action** - Whenever a disciplinary action is taken against an employee, the employee shall be notified in writing. Such notification shall include, but is not limited to:

Comment [RPM1]: Numbering inconsistent

- A. A statement of the disciplinary action to be taken against the employee,
- B. A summary of the facts upon which the disciplinary action is based,
- C. A statement advising the employee that written notice of the disciplinary action is to be placed in their official personnel file and that the employee has the right to appeal under the Grievance Procedure as set forth in this Memorandum.

The written notice of disciplinary action may be either personally served or mailed to the employee by certified mail, return receipt requested, and sent to the last known address, which the employee has furnished the City.

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**26.5 Appeals of Discipline for Permanent Members** - An employee may appeal a disciplinary action by filing a grievance at Step 3 of the Grievance and Arbitration Procedure within ten (10) days of receiving the Notice of Disciplinary Action.

## ARTICLE 34 - GRIEVANCE AND ARBITRATION PROCEDURE

**34.1 PURPOSE** - This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.

**34.1.1** To resolve grievances informally at the lowest possible level.

**34.1.2** To provide an orderly procedure for promptly reviewing and resolving grievances.

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**34.2 DEFINITIONS**

**34.2.1** A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.

**34.2.2** As used in this procedure, the term "immediate supervisor" means the individual who assigns reviews and directs the work of an employee.

**34.2.3** As used in this procedure the term "party" means an employee, the Association or the City.

**34.2.4** As used herein, representative or the Association representative, if an employee of the City, refers to an employee covered by the OFFA.

**34.3 TIME LIMITS** - Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.

**34.4 PRESENTATION** - An employee or the Association representative, who is a full-time employee, or both, may present a grievance while on duty. On group grievances, no more than four City employees may participate while on duty, whether grievant(s), representatives, or witnesses, unless otherwise approved by the City. The City agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

**34.5 EMPLOYEE RIGHTS** - The employee retains all rights conferred by Section 3300, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed personally by the employee on all appeals.

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**34.6 APPLICATION** - Grievances shall be brought through this Article.

**34.7 INFORMAL DISCUSSION** - The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Association representative. Within five (5) calendar days, the immediate supervisor shall give a decision or response.

**34.8 PROBLEM-SOLVING COMMITTEE** - All grievances must be submitted to the Problem Solving Committee prior to filing a formal grievance, all grievance time lines shall be tolled during the problem solving process. The Problem Solving Committee shall have as its charge the responsibility of identifying the source and character of the problem and to recommend solutions to the Department, and to the City Administrator or designee. If a resolution is not reached within thirty (30) calendar days, then the grievant may proceed to the formal grievance process.

**34.9 FORMAL GRIEVANCE - STEP 1**

**34.9.1** If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

**34.9.1.1** Ten (10) calendar days after the event or circumstances occasioning the grievance; or

**34.9.1.2** Ten (10) calendar days of the decision rendered in the informal grievance procedure.

**34.9.2** A formal grievance shall be initiated in writing and shall be filed with the persons designated by the appointing authority as the first level of appeal. The grievant may be represented by the Association representative.

**34.9.3** Within ten (10) calendar days after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

**34.10 FORMAL GRIEVANCE - STEP 2** - If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within ten (10) calendar days to the Fire Chief or designee. The grievant may be represented by the Association or designee. If the appointing authority or designee is the first level of appeal, the grievant may bypass Step 2.

**34.10.1** Within ten (10) calendar days after the initiation of the Step 2, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

**34.11 FORMAL GRIEVANCE – STEP 3** - If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) calendar days to the City Administrator. The Association or designee may represent the grievant.

**34.11.1** The City Administrator or designee shall schedule a mutually agreeable time to hear the grievance, which shall be within ten (10) calendar days of the receipt of the grievance. The City Administrator or designated representative shall respond in writing to the grievance within ten (10) calendar days following the grievance hearing.

**34.12 ARBITRATION – STEP 4** - If the City Administrator or designee fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Association shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the City Administrator within ten (10) calendar days of receipt of the Step 3 decision.

**34.13 RESPONSE** - If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

**34.14 COPY OF DECISION** - At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.

**34.15 ASSIGNMENT OF AN ARBITRATOR** - An arbitrator shall be jointly selected by the parties within ten days of receipt of the written demand. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator.

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**34.16 DECISION** - The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement. Nor shall the arbitrator substitute discretion in any case where the City is given or retains such discretion except as specifically provided in this Agreement. The arbitrator shall limit decision to the application and interpretation of the provisions of this Agreement.

**34.17 COSTS** - The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties. The parties shall bear their own witness fees; however, OFFA shall not be charged any witness fees for City employees.

**34.18 WITNESSES** - The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

#### **ARTICLE 35 - RANDOM DRUG AND ALCOHOL TESTING**

**35.1 RANDOM TESTING** - OFFA agrees to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this agreement only. Not withstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to employees represented by OFFA without written mutual agreement of the parties.

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#### **ARTICLE 36 - FIREFIGHTER CODE OF ETHICS**

OFFA members shall abide by the Firefighter Code of Ethics attached hereto as Exhibit "B".

#### **ARTICLE 37 - PERSONNEL FILE**

The City and OFFA agree that there is only one official personnel file for each

employee. The employee's official personnel file is private and confidential, subject only to review by the employee, the employee's representative with written authorization, or authorized City representatives.

The City shall allow employees represented by OFFA to review their personnel file at any reasonable time upon request, and to obtain a copy of any needed document in the file. The official personnel file shall remain under the control of the City and shall be the only personnel file from which evidence is admissible in any disciplinary matter. There shall be no documents placed in the personnel file without the employee's knowledge. If, upon examination of the personnel file, the employee discovers any documents placed there without the employee's knowledge, the City shall, upon written request of the employee, investigate the allegation and remove any such document placed there in violation of this Article.

A log shall be maintained in the front of each individual personnel file that shall indicate each person, including the employee, the date, and purpose of all additions, deletions, entries, reviews, inquiries or other examinations of the personnel file. A copy of all information relating to commendations or discipline or any other topic placed in an employee's personnel file shall be given to the employee.

### **ARTICLE 38 - BULLETIN BOARD**

**BULLETIN BOARD** - A bulletin board shall be provided to the OFFA for use of Association business.

### **ARTICLE 39 - PEACEFUL PERFORMANCE**

The OFFA and employees agree that they will not engage in any strike, sympathy strike, slowdowns, or other concerted withholding of services. In the event of any such activity, the OFFA will take any such activity to a cessation immediately. The Association and all employees covered by this agreement acknowledge that any such activity by employees covered by this agreement is misconduct, which may lead to discipline up to, and including, termination.

### **ARTICLE 40 - SAVINGS CLAUSE**

Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid by reason of existing or subsequently enacted by legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

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### **ARTICLE 41 - ZIPPER CLAUSE**

This Memorandum constitutes the whole agreement between the City of Oroville and the OFFA. There exists no other agreement or inducements written or oral, other than those expressly provided herein.

Except for emergencies as provided for under California Code Section 3504.5 et seq, the parties mutually agree that during the term of this Memorandum, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the City and the OFFA hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this section, the City and the OFFA may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

**ARTICLE 42 - TERM AND OPENING CLAUSE**

This Memorandum of Understanding shall be effective January 1, 2014, and shall remain in effect through June 30, 2016, and shall continue in full effect until a successor agreement is reached. Either party may request in writing to begin negotiations for a successor Memorandum of Understanding.

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This memorandum has been amended by the City Council of the City of Oroville on April 1, 2014.

**OFFA**

**CITY OF OROVILLE**

\_\_\_\_\_  
Louis George, President

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

**ATTEST:**

\_\_\_\_\_  
Mark B. Salvo, Labor Representative

\_\_\_\_\_  
Randy Murphy, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Richard C. Belanos, Labor Representative

\_\_\_\_\_  
Scott E. Huber, City Attorney

**APPENDIX "A"**

<b>OROVILLE FIRE FIGHTERS' ASSOCIATION</b>							
<b>Classifications &amp; Compensation</b>							
<b>Council Approved April 1, 2014</b>							
<b>Effective 10/01/14</b>							
<b>CLASSIFICATION:</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>	
<b>Fire Captain</b>	<b>\$58,296.49</b>	<b>\$61,211.31</b>	<b>\$64,271.88</b>	<b>\$67,485.47</b>	<b>\$70,859.76</b>	<b>\$74,402.76</b>	<b>Annual</b>
	\$4,858.04	\$5,100.94	\$5,355.99	\$5,623.79	\$5,904.98	\$6,200.23	Monthly
<b>Range 357</b>	\$20.02	\$21.02	\$22.07	\$23.17	\$24.33	\$25.55	Hourly
<b>Fire Engineer</b>	<b>\$49,631.45</b>	<b>\$52,113.03</b>	<b>\$54,718.67</b>	<b>\$57,454.61</b>	<b>\$60,327.34</b>	<b>\$63,343.69</b>	<b>Annual</b>
	\$4,135.95	\$4,342.75	\$4,559.89	\$4,787.88	\$5,027.28	\$5,278.64	Monthly
<b>Range 352</b>	\$17.04	\$17.90	\$18.79	\$19.73	\$20.72	\$21.75	Hourly
<b>Firefighter</b>	<b>\$45,135.97</b>	<b>\$47,392.77</b>	<b>\$49,762.40</b>	<b>\$52,250.53</b>	<b>\$54,863.06</b>	<b>\$57,606.23</b>	<b>Annual</b>
	\$3,761.33	\$3,949.40	\$4,146.87	\$4,354.21	\$4,571.92	\$4,800.52	Monthly
<b>Range 348</b>	\$15.50	\$16.27	\$17.09	\$17.94	\$18.84	\$19.78	Hourly
<b>Effective 01/01/15</b>							
<b>CLASSIFICATION:</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>	<b>STEP G</b>
<b>Fire Captain</b>	<b>\$58,296.49</b>	<b>\$61,211.31</b>	<b>\$64,271.88</b>	<b>\$67,485.47</b>	<b>\$70,859.76</b>	<b>\$74,402.76</b>	<b>\$78,122.90</b>
	\$4,858.04	\$5,100.94	\$5,355.99	\$5,623.79	\$5,904.98	\$6,200.23	\$6,510.24
<b>Range 357</b>	\$20.02	\$21.02	\$22.07	\$23.17	\$24.33	\$25.55	\$26.83
<b>Fire Engineer</b>	<b>\$49,631.45</b>	<b>\$52,113.03</b>	<b>\$54,718.67</b>	<b>\$57,454.61</b>	<b>\$60,327.34</b>	<b>\$63,343.69</b>	<b>\$66,510.85</b>
	\$4,135.95	\$4,342.75	\$4,559.89	\$4,787.88	\$5,027.28	\$5,278.64	\$5,542.57
<b>Range 352</b>	\$17.04	\$17.90	\$18.79	\$19.73	\$20.72	\$21.75	\$22.84
<b>Firefighter</b>	<b>\$45,135.97</b>	<b>\$47,392.77</b>	<b>\$49,762.40</b>	<b>\$52,250.53</b>	<b>\$54,863.06</b>	<b>\$57,606.23</b>	<b>\$60,486.55</b>
	\$3,761.33	\$3,949.40	\$4,146.87	\$4,354.21	\$4,571.92	\$4,800.52	\$5,040.55
<b>Range 348</b>	\$15.50	\$16.27	\$17.09	\$17.94	\$18.84	\$19.78	\$20.77

**OROVILLE FIRE FIGHTERS' ASSOCIATION**

**Classifications & Compensation**

Council Approved April 1, 2014

**Effective 07/01/15**

<b>CLASSIFICATION:</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>	<b>STEP G</b>
<b>Fire Captain</b>	<b>\$59,462.42</b>	<b>\$62,435.54</b>	<b>\$65,557.32</b>	<b>\$68,835.18</b>	<b>\$72,276.95</b>	<b>\$75,890.81</b>	<b>\$79,685.36</b>
	\$4,955.20	\$5,202.96	\$5,463.11	\$5,736.27	\$6,023.08	\$6,324.23	\$6,640.45
<b>Range 357</b>	<b>\$20.42</b>	<b>\$21.44</b>	<b>\$22.51</b>	<b>\$23.64</b>	<b>\$24.82</b>	<b>\$26.06</b>	<b>\$27.36</b>
<b>Fire Engineer</b>	<b>\$50,624.08</b>	<b>\$53,155.29</b>	<b>\$55,813.05</b>	<b>\$58,603.70</b>	<b>\$61,533.89</b>	<b>\$64,610.56</b>	<b>\$67,841.07</b>
	\$4,218.67	\$4,429.61	\$4,651.09	\$4,883.64	\$5,127.82	\$5,384.21	\$5,653.42
<b>Range 352</b>	<b>\$17.38</b>	<b>\$18.25</b>	<b>\$19.17</b>	<b>\$20.12</b>	<b>\$21.13</b>	<b>\$22.19</b>	<b>\$23.30</b>
<b>Firefighter</b>	<b>\$46,038.69</b>	<b>\$48,340.62</b>	<b>\$50,757.65</b>	<b>\$53,295.54</b>	<b>\$55,960.32</b>	<b>\$58,758.35</b>	<b>\$61,696.28</b>
	\$3,836.56	\$4,028.39	\$4,229.80	\$4,441.29	\$4,663.36	\$4,896.53	\$5,141.36
<b>Range 348</b>	<b>\$15.81</b>	<b>\$16.60</b>	<b>\$17.43</b>	<b>\$18.30</b>	<b>\$19.22</b>	<b>\$20.18</b>	<b>\$21.19</b>

**Effective 06/30/16**

<b>CLASSIFICATION:</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>	<b>STEP G</b>
<b>Fire Captain</b>	<b>\$60,651.67</b>	<b>\$63,684.25</b>	<b>\$66,868.47</b>	<b>\$70,211.89</b>	<b>\$73,722.49</b>	<b>\$77,408.63</b>	<b>\$81,279.07</b>
	\$5,054.31	\$5,307.02	\$5,572.37	\$5,850.99	\$6,143.54	\$6,450.72	\$6,773.26
<b>Range 357</b>	<b>\$20.83</b>	<b>\$21.87</b>	<b>\$22.96</b>	<b>\$24.11</b>	<b>\$25.32</b>	<b>\$26.58</b>	<b>\$27.91</b>
<b>Fire Engineer</b>	<b>\$51,636.56</b>	<b>\$54,218.40</b>	<b>\$56,929.31</b>	<b>\$59,775.77</b>	<b>\$62,764.56</b>	<b>\$65,902.77</b>	<b>\$69,197.89</b>
	\$4,303.05	\$4,518.20	\$4,744.11	\$4,981.31	\$5,230.38	\$5,491.90	\$5,766.49
<b>Range 352</b>	<b>\$17.73</b>	<b>\$18.62</b>	<b>\$19.55</b>	<b>\$20.53</b>	<b>\$21.55</b>	<b>\$22.63</b>	<b>\$23.76</b>
<b>Firefighter</b>	<b>\$46,959.46</b>	<b>\$49,307.43</b>	<b>\$51,772.79</b>	<b>\$54,361.44</b>	<b>\$57,079.53</b>	<b>\$59,933.51</b>	<b>\$62,930.20</b>
	\$3,913.29	\$4,108.95	\$4,314.40	\$4,530.12	\$4,756.63	\$4,994.46	\$5,244.18
<b>Range 348</b>	<b>\$16.13</b>	<b>\$16.93</b>	<b>\$17.78</b>	<b>\$18.67</b>	<b>\$19.60</b>	<b>\$20.58</b>	<b>\$21.61</b>

## **APPENDIX "B"**

### **Firefighter Code of Ethics**

As a firefighter and member of the International Association of Fire Fighters, my fundamental duty is to serve humanity; to safeguard and preserve life and property against the elements of fire and disaster; and maintain a proficiency in the art and science of fire engineering.

I will uphold the standards of my profession, continually search for new and improved methods and share my knowledge and skills with my contemporaries and descendants.

I will never allow personal feelings, nor danger to self, deter me from my responsibilities as a firefighter.

I will at all times, respect the property and rights of all men and women, the laws of my community and my country, and the chosen way of life of my fellow citizens.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the fire service. I will constantly strive to achieve the objectives and ideals, dedicating myself to my chosen profession-- saving of life, fire prevention, and fire suppression.

As a member of the International Association of Fire Fighters, I accept this self-imposed and self-enforced obligation as my responsibility.

**CITY OF OROVILLE  
RESOLUTION NO. 8203**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE  
AUTHORIZING EMPLOYER PAID MEMBER CONTRIBUTIONS THROUGH  
CALPERS FOR THE OROVILLE FIRE FIGHTERS' ASSOCIATION**

**WHEREAS**, the governing body of the City of Oroville has the authority to implement G.C. section 20691;

**WHEREAS**, the governing body of the City of Oroville has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Oroville of a Resolution to commence said Employer Paid Member Contributions (EPMC);

**WHEREAS**, the governing body of the City of Oroville has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all Safety employees of Oroville Fire Fighters' Association

**OFFA Safety Employees:**

Captain  
Lieutenant  
Engineer  
Firefighter

- **Effective April 1, 2014**, this benefit shall consist of paying **5%** of the normal member contributions as EPMC for OFFA employees.

- **Effective July 1, 2014**, this benefit shall consist of paying **2.5%** of the normal member contributions as EPMC for OFFA employees.

- **Effective July 1, 2015**, this benefit shall consist of paying **0%** of the normal member contributions as EPMC for OFFA employees.

- The effective date of this Resolution shall be **March 18, 2014**.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the City of Oroville elects to pay EPMC, as set forth above.

/

/

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**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting of April 1, 2014 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Scott E, Huber, City Attorney

\_\_\_\_\_  
Randy Murphy, City Clerk



BOARD OF JUDGES  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF BUTTE

City of Oroville  
MAR 17 2014  
Administration

F Superior Court of California F  
County of Butte  
FEB 21 2014  
D Kimberly Flener, Clerk D  
By *K. Merten* Deputy  
Resolution No. 2014001

STEPHEN E. BENSON, JUDGE  
MICHAEL P. CANDELA, JUDGE  
MICHAEL R. DEEMS, JUDGE  
DENNY R. FORLAND, JUDGE  
ROBERT A. GLUSMAN, JUDGE  
CLARE KEITHLEY, JUDGE  
KRISTEN A. LUCENA, JUDGE  
SANDRA L. MCLEAN, JUDGE  
TAMARA L. MOSBARGER, JUDGE  
JAMES F. REILLEY, JUDGE  
BARBARA L. ROBERTS, JUDGE

RESOLUTION DEFINING INITIAL SERVICES TO BE PROVIDED AT THE  
NORTH BUTTE COUNTY COURTHOUSE

KIMBERLY FLENER,  
COURT EXECUTIVE OFFICER  
(ADVISORY MEMBER)

WHEREAS, the State of California is in the process of constructing a new court facility in northern Butte County; and

WHEREAS, the Presiding Judge and the Board of Judges of the Superior Court of California in Butte County are desirous of using the new facility to:

- Relieve overcrowding at the Oroville courthouse
- Improve public access to justice, and
- Enhance justice and dispute resolution services throughout the County; and

WHEREAS, the Board previously adopted Resolution 2010004 in order to inform the facility design; and

WHEREAS, the facility is scheduled for completion in December 2014 and the Board is therefore desirous of updating and further specifying the intended use of the facility upon its opening in order to provide ample notice to any affected Justice Partners;

NOW, THEREFORE BE IT RESOLVED THAT:

The Board of Judges convened by the Presiding Judge of the Butte County Superior Court determine as follows:

1. That all court proceedings and services presently offered in the current Chico facility will be continued without interruption in the North Butte County Courthouse including:
  - a. All traffic, small claims and unlawful detainer cases arising in the North County area
  - b. All limited and unlimited civil matters countywide, and
  - c. All probate matters including mental health, guardianship and conservatorship countywide; and
2. That upon opening of the North Butte County Courthouse, the Court will enhance and expand services to be offered at the facility to include:
  - a. All Family Law matters countywide, including but not limited to Dissolution, Adoption, Parentage, and DCSS (child support).

- b. Juvenile dependency matters (Juvenile delinquency matters will continue to be filed and heard in Oroville).
  - c. Family Court Services (Child Custody Mediation) and Chico branch offices of SHARP and the Family Law Facilitator; and
3. That Jury assembly and selection services will initially remain consolidated at the Butte County Courthouse in Oroville. The Court will evaluate the feasibility of conducting jury selection in Civil and certain criminal matters in the new facility; and
4. That this Resolution is applicable only to the extent that it defines the initial services to be provided and case types to be heard at the new facility at the time of opening, and that it does not limit the ability of the Presiding Judge and/or Board to make future changes at their discretion. Further, that it does not limit the ability of the Court to hear any type of case at any facility on an as-needed basis as determined by the Court.

**PASSED AND ADOPTED** by the Board of Judges of the Superior Court of California, County of Butte this 21st day of February, 2014, by the following vote:

AYES: Benson, Candela, Deems, Forland, Keithley, Lucena, McLean, Mosbarger, Reilly, Roberts

NOES:

ABSENT: Glusman

ABSTAIN:



Kristen A. Lucena, Presiding Judge

Attest:



Kimberly Fleener

Court Executive Officer and Clerk of the Court

City of Oroville  
MAR 17 2014  
Administration

March 14, 2014

TO: STATE, CITY AND LOCAL OFFICIALS  
**NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S SUPPLEMENTAL FILING FOR RESIDENTIAL ELECTRIC RATE REFORM (R.12-06-013, PHASE 1)**

**Summary**

On February 28, 2014, Pacific Gas and Electric Company (PG&E) filed a request with the California Public Utilities Commission (CPUC) to change residential rates starting in 2015. As a result, some customers will see increases in their monthly bills while others will see decreases. This proposal will not change the amount of total revenues collected by PG&E, which is determined in other proceedings.

**About this proposal**

PG&E's proposal would simplify its residential electric rate structure over several years, from 2015 through 2018. PG&E's requested changes comply with a new state law, AB 327, and a ruling from the CPUC that directs utilities to propose reforms to simplify California's residential electricity rate structure and better align rates with the actual costs of providing electric service.

**Tiered rate proposal**

For the residential standard and time-of-use electric rate plans, PG&E proposes to:

1. Reduce the number of electric pricing tiers from the current four tiers to three tiers in 2015 and to two tiers by 2018
2. Adjust usage allowance levels in each tier
3. Replace the current minimum charge of \$4.50 with a monthly service fee to help cover fixed costs, starting at \$5 per month in 2015, followed by an increase to \$10 per month in 2016. After that, the fee would be adjusted each year in line with the Consumer Price Index (CPI) for all residential customers except for those on the California Alternate Rates for Energy (CARE) program
4. Introduce a new optional, simplified, non-tiered time-of-use rate plan in which the price of electricity varies by the time of day, beginning January 2015

A table presenting a more illustrative description of the proposed standard residential electric rate structure was included in a bill insert announcing this filing that was sent directly to customers in March and April.

**CARE proposal**

PG&E is also proposing changes to the CARE program consistent with the new state law. Similar to the proposal for non-CARE rate plans, PG&E proposes to:

1. Reduce the number of electric pricing tiers from three tiers in 2015 to two by 2018
2. Gradually lower the CARE discount in order to reach the required 30–35 percent discount range in 2018
3. Replace the current minimum charge of \$3.60 with a monthly service fee for CARE customers to help cover fixed costs, starting at \$2.50 per month in 2015, followed by an increase to \$5 per month in 2016. After that, it would increase each year in line with the CPI
4. Introduce a new optional, simplified, non-tiered time-of-use rate plan in which the price of electricity varies by the time of day, beginning January 2015

**How will PG&E's proposals affect me?**

If PG&E's proposal is adopted, residential customers would see bill increases or decreases depending on their monthly usage levels and their rate plan. These proposed rate changes would also affect PG&E's medical baseline and Family Electric Rate Assistance (FERA) programs. Most customers receive bundled electric service from PG&E, meaning that PG&E provides electric generation as well as transmission and distribution service. A table illustrating the proposed 2015 monthly bill impacts for bundled residential customers was included in a bill insert announcing this filing that was sent directly to customers in March and April.

**Rate and bill impacts for residential DA/CCA Customers**

Direct Access (DA) and Community Choice Aggregation (CCA) customers only receive electric transmission and distribution service from PG&E. DA/CCA customers are charged the same electric distribution and Public Purpose Program (PPP) rate as bundled service customers. As a result of reducing the CARE discount, the CARE surcharge portion of the PPP rate is expected to decrease.

Another category of non-bundled customers are Departing Load customers. These customers do not receive electric generation, transmission or distribution services from PG&E for their departing load. However, like Direct Access, Community Choice Aggregation and bundled service customers, they are required to pay certain procurement-related charges such as the PPP rate. As a result of reducing the CARE discount, the CARE surcharge portion of the PPP is expected to decrease.

**How do I find out more about PG&E's proposal?**

If you have questions about PG&E's supplemental filing, please contact PG&E at **1-800-743-5000**. For TDD/TTY (speech-hearing impaired), call **1-800-652-4712**. Para más detalles llame al **1-800-660-6789** (詳情請致電) **1-800-893-9555**

If you would like a copy of PG&E's supplemental filing and exhibits, please write to PG&E at the address below.

Pacific Gas and Electric Company, Residential Rate Reform, (R.12-06-013, Phase 1), P.O. Box 7442, San Francisco, CA 94120

A copy of PG&E's supplemental filing and exhibits are also available for review at the CPUC, 505 Van Ness Avenue, San Francisco, CA 94102, Monday–Friday, 8 a.m.–noon. PG&E's supplemental filing (without exhibits) is available on the CPUC's website at [www.cpuc.ca.gov/puc](http://www.cpuc.ca.gov/puc).

**How does the CPUC's decision-making process work?**

The supplemental filing will be reviewed through the CPUC's formal administrative law process. The filed proposals are assigned to a CPUC Administrative Law Judge (ALJ). The ALJ presides over the proceeding, which may include hearings to give parties of record an opportunity to present evidence or cross-examine witnesses. Members of the public may attend but not participate in these hearings unless they are parties to the case. The hearings and documents submitted in the proceeding become part of the formal record that the ALJ relies upon in writing a proposed decision to present to the five-member Commission.

Any CPUC Commissioner may issue an alternate decision. The proposed and any alternate decisions are acted upon at a CPUC voting meeting. When the CPUC acts on this supplemental filing, it may adopt all or part of PG&E's request, modify it or deny the request.

If you would like to follow this proceeding or any other issue before the CPUC, you may use the CPUC's free subscription service. Sign up at: <http://subscribe.puc.ca.gov/>.

If you would like to learn how you can participate in this proceeding, or if you have comments or questions, you may access the CPUC's Public Advisor's website at [www.cpuc.ca.gov/puc](http://www.cpuc.ca.gov/puc) and click on "Public Advisor" from the CPUC information menu. You may also:

**Email:** [public.advisor@cpuc.ca.gov](mailto:public.advisor@cpuc.ca.gov)

**Mail:** Public Advisor's Office  
505 Van Ness Avenue, Room 2103  
San Francisco, CA 94102

**Call:** 1-415-703-2074 or 1-866-849-8390 (toll-free)  
TTY 1-415-703-5282 or 1-866-836-7825 (toll-free)

If you are writing or emailing the Public Advisor's Office, please include the proceeding number (R.12-06-013, Phase 1). All comments will be circulated to the Commissioners, the assigned ALJ and the CPUC staff.

March 14, 2014

TO: STATE, CITY AND LOCAL OFFICIALS

**NOTICE OF APPLICATION OF PACIFIC GAS AND ELECTRIC COMPANY FOR RECOVERY OF 2013 COSTS RELATING TO DIABLO CANYON SEISMIC STUDIES, THE CALIFORNIA INDEPENDENT SYSTEM OPERATOR MARKET DESIGN INITIATIVE AND RENEWABLES PORTFOLIO STANDARD (A.14-02-008)**

On February 28, 2014, Pacific Gas and Electric Company (PG&E) filed an application with the California Public Utilities Commission (CPUC) requesting to increase its electric rates effective January 1, 2015. The application requests approval to recover in rates costs associated with:

1. The California Independent System Operator's (CAISO) Market Design Initiative
2. Studies performed at Diablo Canyon Power Plant
3. Consultant fees incurred by the CPUC in support of the Renewables Portfolio Standard

PG&E was directed by the CPUC to include the review of costs in PG&E's annual Energy Resource Recovery Account (ERRA) compliance proceeding.

**Background**

The CAISO Market Design Initiative was launched in 2009 by the Federal Energy Regulatory Commission to change how electricity is bought and sold in California. The costs requested in PG&E's application represent costs incurred by PG&E that were associated with implementing the CAISO Market Design Initiative in 2013.

The Diablo Canyon Power Plant studies were conducted in response to the California Energy Commission's recommendations. The CPUC previously approved PG&E's initial seismic study costs in CPUC Decisions D.10-08-003 and D.12-09-008. The costs requested in this application represent seismic study costs that were incurred by PG&E in 2013.

The CPUC reviews and approves invoices it receives from independent consultants it has hired to support the CPUC's implementation and administration of the Renewables Portfolio Standard. PG&E pays its portion of these costs once the invoices are reviewed and approved by the CPUC. The costs of these independent consultants are included in this application, as authorized in Decision 06-10-050.

PG&E's application requests \$7.941 million to be collected in rates from bundled service customers: that is, those customers who receive electric generation as well as transmission and distribution service from PG&E. Rates for customers who purchase electricity from other suppliers (such as direct access and community choice aggregation) and rates for departing load customers will not be affected by these specific costs.

**How will PG&E's application affect me?**

If this application is approved, electric rates will increase by less than one percent for bundled service customers effective January 1, 2015. Based on the rates in effect on January 1, 2014, a typical bundled service customer using 550 kWh per month would see an average bill increase of \$0.04 (or 0.04 percent), from \$93.98 to \$94.02. Actual bill impacts will vary depending on your electric usage.

**How do I find out more about PG&E's application?**

If you have questions about PG&E's application, please contact PG&E at 1-800-743-5000. For TDD/TTY (speech-hearing impaired), call 1-800-652-4712. Para más detalles llame al 1-800-660-6789 (詳情請致電) 1-800-893-9555

If you would like a copy of PG&E's application and exhibits, please write to PG&E at the address below.

Pacific Gas and Electric Company  
2013 ERRA Compliance Review Application  
P.O. Box 7442  
San Francisco, CA 94120

A copy of PG&E's application and exhibits are also available for review at the CPUC, 505 Van Ness Avenue, San Francisco, CA 94102, Monday–Friday, 8 a.m.–noon. PG&E's application (without exhibits) is available on the CPUC's website at [www.cpuc.ca.gov/puc](http://www.cpuc.ca.gov/puc).

**How does the CPUC's decision-making process work?**

The application will be reviewed through the CPUC's formal process. The application will be assigned to a CPUC Administrative Law Judge. The Judge presides over the proceeding, which may include evidentiary hearings to give parties an opportunity to present evidence and cross-examine witnesses. Members of the public may attend but not participate in these hearings unless they are parties to the case. The hearings and documents submitted in the proceeding become part of the formal record that the Judge relies upon in writing a proposed decision to present to the five-member Commission for its consideration.

Any CPUC Commissioner may issue an alternate decision. The proposed and any alternate decisions are voted upon by the Commissioners at a CPUC meeting. The CPUC may adopt all or part of PG&E's request, modify it or deny the application.

If you would like to follow this proceeding or any other issue before the CPUC, you may use the CPUC's free subscription service. Sign up at: <http://subscribecpuc.cpuc.ca.gov/>.

If you would like to learn how you can participate in this proceeding, or if you have comments or questions, you may access the CPUC's Public Advisor's website at [www.cpuc.ca.gov/puc](http://www.cpuc.ca.gov/puc) and click on "Public Advisor" from the CPUC Information menu. You may also:

<b>Email:</b> <a href="mailto:public.advisor@cpuc.ca.gov">public.advisor@cpuc.ca.gov</a>	<b>Call:</b> 1-415-703-2074 or 1-866-849-8390 (toll-free)
<b>Mail:</b> Public Advisor's Office 505 Van Ness Avenue, Room 2103 San Francisco, CA 94102	TTY 1-415-703-5282 or 1-866-836-7825 (toll-free)

If you are writing or emailing the Public Advisor's Office, please include the application number (A.14-02-008). All informal comments will be available to the Commissioners, the assigned Judge and the CPUC staff. All informal comments are also provided to the CPUC's Formal File office as a part of the file for this proceeding.



# MOSQUITO, VECTOR AND DISEASE CONTROL MEASURE

by the Butte County Mosquito and Vector Control District

## Watch for Your Mailed Ballot in April 2014

In late April, ballots will be mailed to property owners in Butte County and Hamilton City for a proposed Mosquito, Vector and Disease Control Measure. If approved, this measure would fund:

- **Improved control and elimination of mosquitoes using environmentally sound methods.**
- **Improved control of the diseases transmitted by mosquitoes and other vectors, including encephalitis, canine heartworm, and West Nile virus.**

### The Mosquito, Vector & Disease Control Measure

The Butte County Mosquito and Vector Control District was created in 1948 as an independent special district, separate from any City or the County. The District is the sole provider of mosquito and vector control services for your property.

The District is primarily funded by a small portion of property taxes. However, the current funding has not kept pace with the increased demand for mosquito control services in the last few years. In addition, cost increases associated with controlling West Nile virus and increased surveillance of invasive species, such as Yellow Fever mosquito and Asian Tiger mosquito, have further stressed the District's limited budget.

In April 2014, property owners will receive a mailed ballot that will allow them to decide if continued, comprehensive, year round mosquito control and vector-borne disease prevention services should be provided in the County. If this measure is approved, other disease-carrying arthropods, such as ticks, would also be monitored.



*Mosquitoes spread diseases like West Nile Virus and encephalitis*

### Environmentally Sound Services

Mosquitoes would be controlled using environmentally sound methods that focus on finding the sources of mosquito breeding (usually stagnant, standing water) and eliminating immature mosquitoes (larvae) before they emerge as adults and begin biting people and animals.



*Mosquito fish are a natural way to rid many kinds of aquatic sources of mosquito larvae*



*Technicians would expand disease testing areas*

### Why Is This Measure Needed?

The District has been stretching its funding to continue providing mosquito, vector and disease control services throughout the District's service area, but without a stable revenue source the District will be forced to cut back future services.

Additional funding would also allow the District to more actively test for and respond to new diseases transmitted by mosquitoes and other insects, such as West Nile virus, encephalitis and hantavirus. The District would also provide more surveillance and control for mosquitoes, ticks, yellow jackets and other vectors and pests.

### How Would the Program Test for Diseases?

In order to test for mosquito-borne viruses such as West Nile virus, encephalitis, malaria, and canine heartworm, the District would use disease surveillance approaches including mosquito and insect traps. These traps require significant resources to operate because they must be set in the evening and must be emptied the following morning. Insects collected would be taken to the laboratory, counted, identified and – if needed – tested for disease.

## How Do I Know the Funds Will Be Used Wisely and for Their Intended Purpose?

The Measure includes several layers of accountability to ensure that all funds are expended properly on mosquito, vector and disease control:

- Funds can only be spent on mosquito, vector and disease control services within Butte County and Hamilton City.
- The budget for the services proposed each year will be presented to the public annually, including a professional audit.
- The budget and services will be overseen by the Butte County Mosquito and Vector Control District Board of Trustees.

## What Are the Specifics of the Measure?

The measure would provide funding for the following:

**Mosquito Control** - Continued year-round control, using environmentally sound methods, of mosquito sources before immature mosquitoes (larvae) emerge as adults and begin biting people and animals.

- Mosquito-eating fish would continue to be provided to the public free of charge.
- Certified technicians would identify additional mosquito breeding sources and locations, and prevent adult mosquitoes from emerging.

**West Nile Virus Disease Prevention** - Enhanced year-round testing for West Nile virus and other disease prevention services in locations in which the disease is found.

- Mosquito traps throughout the Service Area to provide early warning of disease outbreaks.
- Dead bird testing for the presence of West Nile virus and other diseases.

**Response to Service Requests** - Improved response to requests for service from property owners and residents. Additional service technicians would reduce the District's response time and would more quickly address mosquito and other vector problems.

**Disease Surveillance/Prevention** - Increased surveillance by proactively and routinely identifying the presence, location, types and quantities of vectors. This is a critical step in assessing the health risk and establishing an appropriate response to disease outbreaks.

- Testing and monitoring for diseases carried by mosquitoes, such as encephalitis, canine heartworm, and malaria.
- Surveillance and testing of ticks and the diseases they carry such as Lyme disease, relapsing fever, and Rickettsia.

**Community Education** - Continued education of the public about protecting themselves and their pets from diseases carried by mosquitoes and other insects, and prevention of mosquito breeding in backyard locations.

- Public education provides awareness and information about vectors, the diseases they carry and how people can protect themselves.
- The District would continue distributing brochures, media releases, newspaper articles, group presentations and information on the internet.

## What are the Proposed Rates?

Single family residential properties on one acre or less would contribute \$9.69 per year, while other residential property types would be assessed according to the number of dwelling units and size. Commercial, industrial, and agriculture properties would be assessed according to their parcel size and property type.

## Additional Information

For additional information on the Mosquito, Vector and Disease Control Measure, please contact the Butte County Mosquito and Vector Control District at (530) 533-6038.



**Look for your ballot in your mail box in late April 2014**