

"INTERACTIVE AGENDA" Click on the agenda item in the index to the left for agenda item details.



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Regular Meeting

**JUNE 16, 2015**

**CLOSED SESSION 5:30 P.M.**

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

**AGENDA**

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### **CLOSED SESSION (5:30 P.M.)**

#### **ROLL CALL**

Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

### **CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 7)**

### **RECONVENE TO OPEN SESSION**

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

### **PLEDGE OF ALLEGIANCE**

### **PROCLAMATION / PRESENTATION**

### **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 JUNE 2, 2015 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

**2. AMENDMENT TO CITY OF OROVILLE PERSONNEL RULES AND REGULATIONS – staff report**

The Council may consider amending Section 10.3 - Sick Leave, of the City of Oroville's Personnel Rules and Regulations to incorporate AB1522, a new sick leave law that will become effective July 1, 2015. **(Liz Ehrenstrom, Human Resource Analyst II)**

Council Action Requested: **Adopt Resolution No. 8374 - A RESOLUTION OF THE OROVILLE CITY COUNCIL OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CITY OF OROVILLE PERSONNEL RULES AND REGULATIONS RELATING TO STATE LAW AB1522.**

**3. PURCHASE OF WIRELESS SYSTEM TO CONNECT CITY OFFICES– staff report**

The Council may consider the purchase of wireless devices and necessary network equipment, from the lowest responsible bidder, B & H, in the amount of \$5,400, to connect City Hall Police Department and the Municipal Auditorium. **(Donald Rust, Director of Community Development, Tyson Pardee, IT Manager)**

Council Action Requested: **Authorize the purchase of wireless devices and necessary network equipment, from the lowest responsible bidder, B & H, in the amount of \$5,400, to connect City Hall Police Department and the Municipal Auditorium.**

**4. AIRPORT CAPITAL IMPROVEMENT PLAN GRANT APPLICATIONS – staff report**

The Council may consider Resolutions authorizing staff to prepare grant applications for submittal to the Federal Aviation Administration (FAA) and authorizing the Mayor to execute approved FAA Grant Agreements on behalf of the City relating to the Airport Capital Improvement Program. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested:

**1. Adopt Resolution No. 8375 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE AIRPORT MANAGER TO PREPARE FEDERAL AVIATION ADMINISTRATION GRANT APPLICATIONS AND AUTHORIZING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO SIGN FEDERAL AVIATION ADMINISTRATION GRANT APPLICATIONS ON BEHALF OF THE CITY.**

**2. Adopt Resolution No. 8376 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE GRANT AGREEMENTS WITH THE FEDERAL AVIATION ADMINISTRATION RELATING TO THE AIRPORT CAPITAL IMPROVEMENT PROGRAM.**

**5. INSTALLATION OF LIGHT POLE BANNERS – staff report**

The Council may receive an update on the City's installation of patriot themed light pole banners and a request to purchase an additional 18 banners. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Approve the purchase of 18 additional patriot themed light pole banners, in an approximate amount of \$1,600, with the commitment from the Oroville Downtown Business Association to share the cost of the purchase.**

**6. UNDERWRITING ANALYSIS OF SIERRA HEIGHTS AFFORDABLE HOUSING DEVELOPMENT – staff report**

The Council will receive information regarding an Agreement with Rosenow Spevacek Group, Inc, in the amount of \$5,000, to assist with the underwriting analysis of the proposed Sierra Heights Affordable

Housing Project. (**Donald Rust, Director of Community Development and Amy Bergstrand, Management Analyst III**)

Council Action Requested: **None.**

**7. ACCEPTANCE OF DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT ASSISTANCE PROGRAM FUNDING – staff report**

The Council may consider accepting Department of Alcoholic Beverage Control Grant Assistance Program funding, in the amount of \$47,660, to fund overtime activities to address alcohol related crimes and ensure compliance with the ABC Act. (**Bill La Grone, Director of Public Safety**)

Council Action Requested: **Adopt Resolution No. 8377 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ALCOHOLIC BEVERAGE CONTROL CONTRACT, INCLUDING ANY EXTENSIONS OR AMENDMENTS THEREOF AND ANY SUBSEQUENT CONTRACT WITH THE STATE IN RELATION THERETO, IN THE AMOUNT OF \$47,660.**

**8. 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION – staff report**

The Council may consider the submittal of an Application to the State Department of Housing and Community Development for the 2015 Home Investment Partnerships Program funding. (**Donald Rust, Director of Community Development and Amy Bergstrand, Management Analyst III**)

Council Action Requested: **Adopt Resolution No. 8378 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING, AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM.**

**9. 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM RENTAL PROJECT APPLICATION – staff report**

The Council may consider the submittal of a Rental Project Application to the State Department of Housing and Community Development for 2015 Home Investment Partnerships Program funds. (**Donald Rust, Director of Community Development and Amy Bergstrand, Management Analyst III**)

Council Action Requested: **Adopt Resolution No. 8379 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM.**

**10. CONTRACT FOR SERVICES WITH MGT OF AMERICA, INC. – staff report**

The Council may consider entering into a three year Contract Agreement for services with MGT of America, Inc. (**Ruth Wright, Director of Finance**)

Council Action Requested: **Adopt Resolution No. 8380 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A THREE YEAR CONTRACT FOR SERVICES WITH MGT OF AMERICA, INC. IN THE AMOUNT OF \$2,800 PER YEAR, FOR ANNUAL STATE MANDATED COST CLAIMS SERVICES – (Agreement No. 3128).**

## **PUBLIC HEARINGS**

### **11. WASTEWATER TREATMENT RATE INCREASES FOR THE SEWERAGE COMMISSION – OROVILLE REGION – staff report**

The Council may conduct a public hearing to consider wastewater treatment service rate increases requested by the Sewerage Commission – Oroville Region. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8381 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CERTIFICATION WITH THE BUTTE COUNTY AUDITOR CERTIFYING THAT THE SEWERAGE COMMISSION – OROVILLE REGION SEWER TREATMENT CHARGES TO BE LEVIED ON THE 2015/2016 TAX ROLL ARE IN COMPLIANCE WITH PROPOSITION 218.**

### **12. 2015/2016 PRELIMINARY ANNUAL BUDGET – staff report**

The Council will conduct a public hearing relating to the 2015/2016 Preliminary Annual Budget which was received by the Council on May 26, 2015. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Approve the City’s 2015/2016 Preliminary Annual Budget.**

### **13. FISCAL YEAR 2015 - 2016 APPROPRIATIONS LIMIT – staff report**

The Council will conduct a public hearing and may consider continuing the adoption of the Fiscal Year 2015-2016 Appropriations Limit. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Adopt Resolution No. 8382 – A RESOLUTION OF THE OROVILLE CITY COUNCIL SETTING THE APPROPRIATIONS LIMIT (PROPOSITION 4) FOR FISCAL YEAR 2015/2016.**

## **REGULAR BUSINESS**

### **14. REALLOCATION OF SOFTWARE FUNDING, CANCELLATION OF CITYWORKS & PARCEL QUEST, AND AGREEMENTS WITH THE CALIFORNIA STATE UNIVERSITY CHICO RESEARCH FOUNDATION – staff report**

The Council may consider canceling the City’s maintenance contracts with City Works Work Order Management System and Parcel Quest and may consider entering into Agreements with the California State University Chico Research Foundation’s Geographic Information Center to host the City’s Geographic Information Systems data which will be incorporated into the financial management software (SunGard) and the permitting software (Trak-iT). **(Donald Rust, Director of Community Development, Tyson Pardee, IT Manager and Jesse Smith, GIS Specialist)**

Council Action Requested:

- 1. Authorize the cancellation of Software Maintenance Contracts with City Works & Parcel Quest.**
- 2. Adopt Resolution No. 8383 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH CALIFORNIA STATE UNIVERSITY CHICO RESEARCH FOUNDATION IN THE AMOUNT OF \$5,000 FOR THE IMPLEMENTATION OF HOSTED GIS SOLUTIONS – (Agreement No. 3129).**
- 3. Adopt Resolution No. 8384 – A RESOLUTION OF THE OROVILLE CITY COUNCIL**

**AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH CALIFORNIA STATE UNIVERSITY CHICO RESEARCH FOUNDATION IN THE AMOUNT OF \$5,000 FOR THE MAINTENANCE AND SUPPORT OF HOSTED GIS SOLUTIONS – (Agreement No. 3130).**

4. **Authorize the reallocation of funds, in the amount of \$7,800, (that were to be used for the City Works Upgrade) to be used for consulting fees with the Geographic Information Center and CRW Systems.**
5. **Authorize an additional \$4,700 to be used for consulting fees with the Geographic Information Center and CRW Systems.**

**15. PUBLIC RIGHT-OF-WAY FENCE ENCROACHMENTS – staff report**

The Council may consider options to resolve public right-of-way fence encroachments that have been identified at the Table Mountain Boulevard Roundabout. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Provide direction to staff.**

**16. ELECTRICAL SERVICE AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY – staff report**

The Council may consider an Agreement with Pacific Gas & Electric Company (PG&E) for a new electrical service to be installed for the City's Oro Dam Boulevard and Orange Avenue Traffic Signals Project. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8385 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ELECTRIC SERVICE AGREEMENT WITH PACIFIC GAS & ELECTRIC COMPANY FOR THE ORO DAM BOULEVARD AND ORANGE AVENUE TRAFFIC SIGNALS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE FUTURE ELECTRIC SERVICE AGREEMENTS WITH PACIFIC GAS & ELECTRIC COMPANY – (Agreement No. 3131).**

**17. SUB-RECIPIENT AGREEMENTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC SERVICES – staff report**

The Council may consider Sub-Recipient Agreements with the Boys and Girls Club of North Valley, in the amount of \$240,000, Catalyst Domestic Violence Services, in the amount of \$464,500, and the YMCA of Superior California, in the amount of \$255,000, through the Community Development Block Grant Standard Agreement No. 14-CDBG-9893. **(Donald Rust, Director of Community Development and Amy Bergstrand, Management Analyst III)**

Council Action Requested:

1. **Adopt Resolution No. 8386 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUB-RECIPIENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BOYS AND GIRLS CLUB OF NORTH VALLEY - (Agreement No. 3132).**
2. **Adopt Resolution No. 8387 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUB-RECIPIENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND CATALYST DOMESTIC VIOLENCE SERVICES - (Agreement No. 3133).**
3. **Adopt Resolution No. 8388 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUB-RECIPIENT**

**AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE YMCA OF SUPERIOR CALIFORNIA - (Agreement No. 3134).**

**18. REQUESTED TREE REMOVAL PERMITS – staff report**

The Council may consider giving staff direction regarding requested tree removal permits. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Direct staff, as necessary.**

**19. MONTHLY SUMMARY OF INVESTMENTS AND MONTHLY FINANCIAL REPORTS FOR MAY 2015 – reports attached**

The Council will receive a copy of the Monthly Summary of Investments and the Monthly Financial Reports for May 2015. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Acknowledge receipt of the May 2015 Monthly Summary of Investments and Monthly Financial Reports.**

**SUCCESSOR AGENCY**

**20. 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION – staff report**

The Commission may consider committing Successor Agency (SA) Housing Program Funds, equaling \$75,000, for additional administrative support for HOME program activities. **(Donald Rust, Director of Community Development and Amy Bergstrand, Management Analyst III)**

Commission Action Requested: **Adopt Resolution No. 15-10 - A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY COMMITTING SUCCESSOR AGENCY HOUSING PROGRAM FUNDS, IN THE AMOUNT OF \$75,000, TO BE USED AS LEVERAGE MATCH FOR THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM.**

**21. 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM RENTAL PROJECT APPLICATION – staff report**

The Commission may consider committing Successor Agency Housing Program funds, equaling \$75,000, to provide additional administrative support for the HOME Program Rental Project activities. **(Donald Rust, Director of Community Development and Amy Bergstrand, Management Analyst III)**

Commission Action Requested: **Adopt Resolution No. 15-11 - A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY AUTHORIZING THE COMMITMENT OF HOUSING PROGRAM FUNDS, EQUALING \$75,000, TO BE USED AS MATCH FOR THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM.**

**MAYOR/ COUNCIL REPORTS**

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

**CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

- Finance Department – activity report

- Public Safety Department – activity report

## **CORRESPONDENCE**

- Artists of River Town, received June 5, 2015
- League of California Cities, received June 10, 2015
- B-Line Butte Regional Transit, received June 11, 2015

## **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 following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.
2. Pursuant to Government Code section 54956.9(d), the Council will meet with the Acting City Administrator and the City Attorney regarding potential litigation – two cases.
3. Pursuant to Government Code section 54956.9(a), the Council will meet with the Acting 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.

## **ADJOURNMENT**

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, July 7, 2015 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  
JUNE 2, 2015 – 5:00 P.M.**

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The agenda for the June 2, 2015 regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at [www.cityoforoville.org](http://www.cityoforoville.org) on Friday, May 29, 2015, at 2:36 p.m.

The June 2, 2015 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:33 p.m.

**ROLL CALL**

Present: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

Absent: None

**Staff Present:**

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Donald Rust, Director of Community Development  
Bill La Grone, Director of Public Safety  
Allen Byers, Assistant Police Chief  
Rick Walls, Interim City Engineer  
Dean Hill, Assistant Fire Chief

Scott Huber, City Attorney  
Jamie Hayes, Assistant City Clerk  
Karolyn Fairbanks, Treasurer  
Gary Layman, Chief Building Official

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**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Brianna and Derrick Pearson.

**PROCLAMATION / PRESENTATION**

Ken Shuey, Sewerage Commission – Oroville Region, gave a presentation regarding rate increases.

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

**CONSENT CALENDAR**

A motion was made by Council Member Hatley, seconded by Vice Mayor Wilcox, to approve the following Consent Calendar, with exception to Item No. 3, 7 and 8:

1. **APPROVAL OF THE MINUTES OF MAY 19, 2015 REGULAR MEETING AND THE MAY 26, 2015 SPECIAL MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached
2. **AMENDMENT TO STREET SWEEPING AGREEMENT WITH CALTRANS** – staff report

The Council considered an Amendment to the Street Sweeping Agreement with Caltrans regarding the street sweeping of Highway 162. (**Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer**)

Council Action Requested: **Approve the Amendment to the Street Sweeping Agreement with Caltrans as indicated in the June 2, 2015 staff report**

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

**4. AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SPECIAL DISTRICT SERVICES, INC. – staff report**

The Council considered an Amendment to the Professional Services Agreement with Special District Services, Inc. for the preparation of Assessment District and Community Facilities District Annual Administrative Reports. (**Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer**)

Council Action Requested: **Adopt Resolution No. 8367 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SPECIAL DISTRICT SERVICES, INC. FOR THE PREPARATION OF ASSESSMENT DISTRICT AND COMMUNITY FACILITIES DISTRICT ANNUAL ADMINISTRATIVE REPORTS – (Agreement No. 1935-3).**

**5. REQUEST TO AMEND AND RESTATE A PROFESSIONAL SERVICES AGREEMENT WITH ROYSTON HANAMOTO ALLEY & ABEY – staff report**

The Council considered amending and restating a Professional Services Agreement with Royston Hanamoto Alley & Abey for the update and completion of the draft Parks, Trails and Open Space Master Plan. (**Donald Rust, Director of Community Development and Luis Topete, Associate Planner**)

Council Action Requested: **Adopt Resolution No. 8369 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH ROYSTON HANAMOTO ALLEY & ABEY TO UPDATE AND COMPLETE THE PARKS, TRAILS AND OPEN SPACE MASTER PLAN – (Agreement No. 1869-2).**

**6. AMENDMENT TO JOINT POWERS AGREEMENT WITH BUTTE COUNTY ASSOCIATION OF GOVERNMENTS – staff report**

The Council considered an Amendment to the Joint Powers Agreement with Butte County Association of Governments. (**Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer**)

Council Action Requested: **Adopt Resolution No. 8368 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING AN EXTENSION OF THE TERM OF THE JOINT POWERS AGREEMENT ESTABLISHING THE BUTTE COUNTY ASSOCIATION OF GOVERNMENTS ENDING JULY 26, 2017.**

**7. THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**

8. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
9. **AMENDMENTS TO THE EMPLOYMENT AGREEMENTS WITH DONALD L. RUST AND BILL LA GRONE – staff report**

The Council considered Amendments to the Employment Agreements with Donald L. Rust, Community Development Director and Acting City Administrator, and Bill La Grone, Public Safety Officer and Acting Personnel Officer. **(Scott E. Huber, City Attorney)**

Council Action Requested:

1. **Adopt Resolution No. 8370 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DONALD L. RUST – (Agreement No. 1974-5).**
2. **Adopt Resolution No. 8371 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BILL LA GRONE – (Agreement No. 1969-6).**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: None

### **ITEMS REMOVED FROM THE CONSENT CALENDAR**

3. **ADDITIONAL FUNDING FOR UNIFORM CLEANING SERVICES – staff report**

The Council considered additional funding for uniform cleaning services for the Sewer and Vehicle Maintenance Divisions. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

This item was removed from the Consent Calendar at the request of Council Member Hatley for clarification.

Following discussion, a motion was made by Council Member Hatley, seconded by Council Member Berry, to:

**Authorize additional funding, in the amount of \$700, for uniform cleaning services for the Sewer and Vehicle Maintenance Divisions through June 30, 2015.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier  
Noes: None

Abstain: None  
Absent: None

**7. 2014 – 2015 BUDGET ADJUSTMENTS – staff report**

The Council considered necessary year-end Budget adjustments for 2014 - 2015. **(Ruth Wright, Director of Finance)**

This item was removed from the Consent Calendar at the request of Council Member Hatley for clarification.

Following discussion, a motion was made by Council Member Hatley, seconded by Council Member Berry, to:

**Approve the necessary year-end Budget adjustments as indicated in Exhibit “A” of the June 2, 2015 staff report.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: None

**8. CLOSURE AND TRANSFER OF CITY FUNDS – staff report**

The Council considered the closure and transfer of City funds. **(Ruth Wright, Director of Finance)**

This item was removed from the Consent Calendar at the request of Donald Rust, Acting City Administrator.

Following discussion, a motion was made by Council Member Hatley, seconded by Council Member Berry, to:

**Approve the year-end closure and transfer of City funds, as indicated in Exhibit “A” of the June 2, 2015 staff report.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: None

**PUBLIC HEARINGS** - None

## **REGULAR BUSINESS**

### **10. USE OF THE CITY'S 1922 BUICK FOR THE 5<sup>TH</sup> ANNUAL BUTTE COUNTY OLIVE FESTIVAL – staff report**

The Council considered a request from the Butte County Historical Society for permission to display the City's 1922 Buick at the Ehmann Home parking lot for the 5<sup>th</sup> Annual Olive Festival. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Following discussion, the Council directed staff to assist Council Member Del Rosario with locating and displaying the City's 1922 Buick at the Ehmann Home parking lot for the 5<sup>th</sup> Annual Olive Festival.

### **11. SALE OF JET FUEL FILTER TO CITY OF UKIAH – staff report**

The Council considered the sale of a City-owned jet fuel filter to the City of Ukiah. **(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 Hatley, to:

**Authorize the sale of the City's Airport fuel filter pumping package to the City of Ukiah for \$24,000.**

The motion was passed by the following vote:

Ayes:	Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Noes:	None
Abstain:	None
Absent:	None

### **12. PROJECT CONTRACT WITH WALBERG, INC. – staff report**

The Council considered a Project Contract with the lowest responsible bidder, Walberg, Inc., in the amount of \$55,544, for the Municipal Auditorium Storm Drain Repair Project. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

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

- 1. Adopt Resolution No. 8372 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, WALBERG, INC, IN THE AMOUNT OF \$55,544, FOR THE MUNICIPAL AUDITORIUM STORM DRAIN PIPE REPAIR PROJECT – (Agreement No. 3126).**
- 2. Approve the inclusion of the Administrative Assistant position in the fiscal year 2015/2016 Budget.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor  
Wilcox, Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: None

**13. PROJECT CONTRACT WITH SOUTHWEST PIPELINE AND TRENCHLESS CORPORATION – staff report**

The Council considered a Project Contract with the lowest responsible bidder, Southwest Pipeline and Trenchless Corporation, in the amount of \$1,085,493, for the Sewer Pipe Lining and Point Repairs Project. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

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

- 1. Adopt Resolution No. 8373 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, SOUTHWEST PIPELINE AND TRENCHLESS CORPORATION, IN THE AMOUNT OF \$1,085,493, FOR THE SEWER PIPE LINING AND POINT REPAIRS PROJECT – (Agreement No. 3127).**
- 2. Authorize a 10% contingency, not to exceed \$108,549 for the Project.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor  
Wilcox, Mayor Dahlmeier  
Noes: None  
Abstain: None  
Absent: None

**14. UTILITY ROUNDTABLE REGARDING FUTURE GROWTH AND EXPANSION – staff report**

The Council considered directing staff in regards to the City's involvement with reaching out to local utility agencies for discussions of future growth and expansion. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Following discussion, the Council directed staff to assist with reaching out to local utility agencies for discussions on future growth and expansion relating to economic development.

**15. 2015/2016 PRELIMINARY BUDGET – staff report**

The Council received the 2015/2016 Preliminary Annual Budget for review. *(The Adopted Budget is required to be approved by the July 7, 2015 regular City Council meeting)* **(Ruth Wright, Director of Finance and Donald Rust, Director of Community Development)**

**SUCCESSOR AGENCY** - None

**MAYOR/ COUNCIL REPORTS**

Mayor Dahlmeier reported that the City of Oroville had been selected as one of two recipients of the Destination America's Red, White and You Contest – "American Towns with Memorable Fireworks Celebrations This July 4<sup>th</sup>".

Council Member Pittman reported that Sandy Linville had begun her employment as Chief Executive Officer of the Oroville Area Chamber of Commerce.

**CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

Bill La Grone, Director of Public Safety, reported that the Municipal Law Enforcement Services Program will be operated out of the Municipal Auditorium.

Donald Rust, Director of Community Development reported that the Saturday Farmer's Market had recently been relocated to the corner lot of Parking Lot A due protests made by a few local businesses located along Montgomery Street in regards to parking accessibility to their storefronts. After reviewing the current location of the Market, the Council directed staff to allow for the Farmer's Market to locate in Parking Lot A along Huntoon Street and Montgomery Street in order to allow for Public Safety access.

Mr. Rust also reported on the following:

- Leakage Study Update completed by Chico State's Center for Economic Development to include Currier Square businesses
- Department of Water Resources Lake Oroville billboards have been renewed along Highway 99
- League of California Cities Conference to be held September 30<sup>th</sup> – October 2<sup>nd</sup> in San Jose

**CORRESPONDENCE**

- Butte County Historical Society, received May 20, 2015
- Oroville Fireman's Association, received May 27, 2015

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

Natalie Carter, Oroville Farmer's Market Manager, spoke to the Council in regards to the current location of the Saturday Market.

Alan Cartwright spoke to the Council in regards to local trees.

**CLOSED SESSION**

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with Labor Negotiators and City Attorney to consider the evaluation of performance related to the following position: Director of Community Development.
2. Pursuant to Government Code Section 54957(b), the Council met with Labor Negotiators and City Attorney to consider the evaluation of performance related to the following position: Public Safety Director.
3. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.
4. Pursuant to Government Code section 54956.9(d), the Council met with the Acting City Administrator and the City Attorney regarding potential litigation – one case.

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

#### **ADJOURNMENT**

The meeting was adjourned at 7:30 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, June 16, 2015, at 5:00 p.m.

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Donald Rust, Acting City Clerk

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Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL**

**TO: MAYOR AND COUNCIL MEMBERS**  
**FROM: LIZ EHRENSTROM, HUMAN RESOURCE ANALYST II**  
**RE: AMENDMENT TO CITY OF OROVILLE PERSONNEL RULES AND REGULATIONS**  
**DATE: JUNE 16, 2015**

**SUMMARY**

The Council may consider amending Section 10.3 - Sick Leave, of the City of Oroville's Personnel Rules and Regulations to incorporate AB1522, a new sick leave law that will become effective July 1, 2015.

**DISCUSSION**

Effective July 1, 2015, California law ("AB 1522") requires that all employees who have worked for more than 30 days for an employer be provided paid sick leave at the accrual rate of one hour of sick leave for every 30 hours worked, up to a minimum of 3 days or 24 hours of paid sick leave to be provided in a 12-month period.

The policy applies only to part-time, temporary, and seasonal employees because all other regular employees already receive sick leave at a rate of one work day per month.

Staff is recommending Council approve the amendment to the City of Oroville Personnel Rules and Regulations, Rule 10, to add Subsection 10.3, to comply with the new state law.

**FISCAL IMPACT**

Approximate annual impact to General Fund of \$2,700.

**RECOMMENDATION**

Adopt Resolution No. 8374 - A RESOLUTION OF THE OROVILLE CITY COUNCIL OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CITY OF OROVILLE PERSONNEL RULES AND REGULATIONS RELATING TO STATE LAW AB1522.

CC-2

**ATTACHMENT(S)**

Resolution No. 8374  
Personnel Rules & Regulations

**CITY OF OROVILLE  
RESOLUTION NO. 8374**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL OF THE CITY OF OROVILLE  
AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE  
CITY OF OROVILLE PERSONNEL RULES AND REGULATIONS RELATING TO STATE  
LAW AB1522**

Be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to Amendment to the City of Oroville Personnel Rules and Regulations relating to State Law AB 11522. A copy of the City of Oroville Personnel Rules and Regulations is attached as Exhibit A.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on June 16, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Donald Rust, Acting City Clerk

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# **CITY OF OROVILLE PERSONNEL**

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# **PERSONNEL RULES & REGULATIONS**

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**AMENDED AUGUST 1997  
AMENDED DECEMBER 2001  
AMENDED SEPTEMBER 2002  
AMENDED FEBRUARY 2006  
AMENDED MARCH 2006  
AMENDED JUNE 2006  
AMENDED DECEMBER 2011  
AMENDED MARCH 2014**

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## RULE 1. DEFINITIONS

- 1.1 **TERMS DEFINED** - As used in these Personnel Systems Rules, and in any other ordinance or resolution affecting the employment status, classification or compensation of City employees, the terms set forth in this section shall have the following meanings.
- 1.2 **ADVANCEMENT** - A salary increase within the limits of a pay range established for a class.
- 1.3 **ALLOCATION** - the assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.
- 1.4 **ANNIVERSARY DATE** - The annual anniversary of an employee's date of appointment to his/her current position, to be used for such personnel actions as change in status, salary step advancements, paid leave accruals and seniority.
- 1.5 **APPEAL** - A written statement by the affected employee that a dispute exists in the application of any of the rules contained herein.
- 1.6 **APPOINTING AUTHORITY** - unless otherwise provided in the Charter, the appointing authority shall be a majority of the City Council. (Amended-Res. 5228)
- 1.7 **CALL-BACK** - A call-back or return to duty (not assigned overtime) with a two-hour minimum reimbursement.
- 1.8 **CHARTER** - the Charter of the City of Oroville.
- 1.9 **CLASS** - All positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title and the application with equity of common standards of selection, transfer, demotion and salary.
- 1.10 **CLASSIFICATION PLAN** - the orderly and official arrangement of all positions in separate and distinct classes according to assigned duties and responsibilities, thereby illustrating the entire City service.
- 1.11 **CLASSIFIED SERVICE** - The positions allocated to classes which are subject to and enjoy all provisions of these Personnel System Rules, including but not limited to the competitive selection process and the attainment of permanent status.
- 1.12 **COMPENSATION** - The salary or wage, benefit allowances and all other forms of valuable consideration for which an employee is eligible by virtue of his/her class and employment relationship with the City.
- 1.13 **COMPENSATION PLAN** - Also referred to as Salary Schedule, is an established schedule of salaries, salary ranges and wage rates to which all positions recognized in the Classification Plan are assigned.
- 1.14 **COMPETITIVE SERVICE** - All positions of employment in the service of the City except those excluded by the Charter or the Personnel Ordinance.
- 1.15 **DAYS** - Calendar days unless otherwise stated in the Personnel System Rules.
- 1.16 **DEMOTION** - the reduction of an employee from a position in one class to a position in another class having a lower base salary or wage, either on a voluntary basis or as the result of disciplinary action.

- 1.17 **DEPARTMENT** - A budgetary identified administrative unit of City government.
- 1.18 **DISCIPLINARY ACTION**-The discharge, demotion, reduction in pay, suspension or oral and or written reprimands of an employee for punitive reasons and not for any non-punitive reasons.
- 1.19 **ELIGIBLE** - A person whose name is on a valid employment list.
- 1.20 **EMERGENCY APPOINTMENT** - A means of hiring of a person or persons as necessary to avoid any impediment of the functions of City government or to facilitate the City to provide continuity of service by waiving the competitive selection procedure required by these Personnel Systems Rules.
- 1.21 **EMPLOYMENT LIST**
- (a) Eligibility List - A list of names of persons who have taken an open-competitive examination for a class in the competitive service and have qualified.
  - (b) Promotional List - A list of names of persons who have taken a promotional examination for a class in the competitive service and have qualified.
  - (c) Re-Employment List - The names of persons laid off from City service.
- 1.22 **EXAMINATION**
- (a) Continuous Examination - An open competitive examination which is administered periodically and as a result of which names are placed on an eligibility list, for a period of not more than one year.
  - (b) Open-Competitive Examination - An examination for a particular class which is open to all persons meeting the minimum qualifications for the class.
  - (c) Promotional Examination - An examination for a particular class which is open only to employees of the City meeting the minimum qualifications for the class.
- 1.23 **IMMEDIATE FAMILY** - The following members of an employee's family: spouse, natural, step or legal child or parent, brother, sister, grandparent, grandchild, mother-in-law or father-in-law.
- 1.24 **INTERMITTENT** - An appointment made outside of the formal selection process and eligible certification provisions. Appointments are for employees whose services are used on an on-call basis, but whose hours do not normally exceed 1,000 hours annually.
- 1.25 **LAYOFF** - The separation of employees from active City service, due to lack of work, lack of funds, changing priorities, measures to enhance efficiency, or to accommodate organizational changes.
- 1.26 **LIGHT DUTY ASSIGNMENT** - When an employee is unable to perform his regular duty due to injury, and when approved by a physician, the employee may be required to perform duties, which the City and employee have determined to be an acceptable assignment.
- 1.27 **PERSONNEL OFFICER** - The City Administrator, or other person designated by a majority of the City Council having the power of appointment and removal of employees.(Amend Res 5228)
- 1.28 **PERSONNEL ORDINANCE** - The ordinance which creates a personnel system for the City.
- 1.29 **POSITION** - A group of duties and responsibilities in the competitive service requiring the full-time or part-time employment of one person.
- 1.30 **PROBATIONARY PERIOD**- A period considered an integral part of the examination, testing, recruiting, and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed, by actually performing the duties of the position.

- 1.31 **PROMOTION** - The movement of an employee from one class to another class having a higher maximum base rate of pay.
- 1.32 **PROVISIONAL APPOINTMENT** - A person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligible persons.
- 1.33 **REGULAR EMPLOYEE** - An employee in the competitive service who has successfully completed the probationary period and has been retained as hereafter provided in these rule.
- 1.34 **RE-EMPLOYMENT** - The restoration without examination of a former regular employee or probationary employee who has completed at least six (6) months of probationary service to a vacant position in the same or comparable class in which the employee formerly served.
- 1.35 **RELIEF OF DUTY** - The temporary assignment of an employee to a status of leave with pay.
- 1.36 **RETIRED EMPLOYEE - RETIRED OFFICER** - A person who terminated City service by entering into retirement under the provisions of the Public Employees' Retirement System.
- 1.37 **SENIORITY** - The system which ranks employees within a class by continuous length of service as a regular employee with the City.
- 1.38 **SUSPENSION** - The temporary removal from active services of an employee, without pay, for disciplinary purposes.
- 1.39 **TEMPORARY APPOINTMENT** - Appointment to a position for a duration of time not to exceed 12 months, unless approved by the City Administrator.
- 1.40 **TEMPORARY EMPLOYEE** - An employee who is filling a position of limited duration only under temporary appointment.
- 1.41 **TRANSFER** - The reassignment of an employee from one position to another position, whether in the same department or in another department.

## **RULE 2. EQUAL OPPORTUNITY**

### **2.1 GENERAL PROVISIONS**

This rule shall apply to all employees and applicants. Where there is a direct conflict with the City Charter, City Code, or a Memorandum of Understanding, the Charter, City Code, or the Memorandum of Understanding will prevail.

### **2.2 FAIR EMPLOYEE PRACTICES**

The City of Oroville supports the Concept of Equal Employment Opportunity. All applicants and employees will be considered only on the basis of job related qualifications and potential, without regard to race, national origin, politics, religion, age, sex, disability, or other non-merit factors.

## **RULE 3. CLASSIFICATION**

### **3.1 GENERAL PROVISION**

This rule shall apply to all employees and applicants. Where there is a conflict with the City Charter, City Code, or a Memorandum of Understanding the City Charter, City Code, or the Memorandum of Understanding shall prevail.

### **3.2 PURPOSE**

The Classification Plan provides a complete inventory of all positions in the City service and an accurate description and specifications for each class of employment. The Plan standardizes titles, each of which is indicative of a definite range of duties and responsibilities and has the same meaning throughout the service.

### **3.3 CLASSIFICATION PLAN**

After consulting with the City Administrator and heads of departments affected, the Personnel Officer, or a person or agency employed for that purpose, shall ascertain and record the duties and responsibilities of all positions in the City service and shall recommend to the City Administrator a classification plan for such positions. Before the classification plan or any part thereof shall become effective, it shall first be approved in whole or in part by a majority of the City Council. The classification plan so developed shall group positions in the City service into classes, as defined by written class specifications. Each class specification shall outline the main characteristics and desirable qualification requirements of position allocated to the class, and give examples of duties, including essential and non-essential functions, which employees holding such positions may properly be required to perform. The class specification is descriptive and explanatory, but not restrictive. The listing of particular examples of duties shall not preclude the assignment of other tasks and duties of related kind, character, or skills. The statement of desirable qualification in a class specification is intended to be used as a guide in selecting candidates for employment, as an aid in the preparation of competitive examinations, and for use in determining the relative value of positions in one class with positions in other classes. (Amended-Res. 5228)

Each class shall include those positions sufficiently similar in respect to their duties and responsibilities so that similar requirements as to training, experience, knowledge, skills, and abilities may apply; and that the same salary range may be made to apply with reasonable equity to all positions in the same class.

In the preparation of the classification plan, the Personnel Officer shall allocate every position in the competitive service to one of the classes established by the plan. The Personnel Officer, or designee, shall conduct necessary reviews and prepare recommendations for action by a majority of the City Council so that the classification plan is kept current and that changes in existing classes, the establishment of new classes, or the abolition of classes are properly reflected in the classification plan. (Amended Res. 5228)

The Personnel Officer shall reallocate any position from one class to another class whenever a change in duties and responsibilities of such position makes the class to which the position was previously allocated no longer applicable. Any proposed reallocation to be made shall be made with the knowledge of the employee and department head concerned.

No person shall be appointed or employed to fill any position until the Classification Plan shall have been amended and approved by a majority of the City Council to provide therefore. (Amended - Resolution 5228)

## **RULE 4. RECRUITMENT PROCEDURES**

### **4.1 GENERAL PROVISION**

This rule shall apply to all employees and applicants. Where there is a conflict with the City Charter, City Code, or a Memorandum of Understanding, the City Charter, City Code, or the Memorandum of Understanding will prevail.

### **4.2 ANNOUNCEMENT**

The Personnel Officer shall be responsible for the recruitment of persons who are to be considered for employment. All examinations for classes in the competitive service shall be publicized by such methods as the Personnel Officer deems appropriate. Special recruiting shall be conducted, if necessary, to ensure that all segments of the community are aware of the forthcoming examinations. The announcements shall specify:

- 1) Title and pay of the class for which the examination is announced;
- 2) Nature of the work to be performed, including the essential and non-essential duties of the work to be performed;
- 3) Preparation desirable for the performance of the work of the class;
- 4) Manner of making application, including the statement that the City is an Equal Opportunity Employer without regard to race, national origin, politics, religion, age, sex, disability or other non-merit factors and an Affirmative Action Employer; and other pertinent information.

### **4.3 APPLICATIONS**

Applications shall be made on forms prescribed by the Personnel Officer. A separate application must be submitted for each position opening. The application form must be completed in sufficient detail to allow a job-related comprehensive review and evaluation. Failure to complete the application in sufficient detail will constitute failure of the initial step of the examination process and the application will be placed in the inactive files. It is the applicant's responsibility to notify the Personnel Officer of any change of address, name or other pertinent information. All applications must be signed by the person applying.

### **4.4. DISQUALIFICATION**

The Personnel Officer may reject any application which indicates on its face the applicant does not possess the minimum qualifications required for the position. Applications may be rejected if the application indicates facts that show that the applicant is physically or psychologically unable to perform the job applied for, and no reasonable accommodation can be made for such disability; is addicted to the habitual or excessive use of drugs or intoxicating liquor, has made any false statement of any material fact, or practiced any deception or fraud in an application. Whenever an application is rejected, notice of such rejection shall be mailed to the applicant by the Personnel Officer. Defective applications may be returned to the applicant with notice to amend the same, providing the time for receiving applications has not expired.

### **4.5 INELIGIBILITY FOR EMPLOYMENT**

Conviction, including a plea of guilty or nolo contendere of a felony or of a misdemeanor involving moral turpitude or exhibiting a nexus to the duties of the position applied for shall be prima facie disqualification of an applicant for employment; provided, however, that the Personnel Officer may disregard such conviction if it is found and determined by the Personnel Officer that sufficient mitigating circumstances exist. In making such determination, the Personnel Officer shall consider the following factors:

- 1) The classification, including sensitivity, to which the person is applying or being certified and whether the classification is unrelated to the conviction;
- 2) The nature and seriousness of the offense;
- 3) The circumstances surrounding the conviction;
- 4) The length of time elapsed since the conviction;
- 5) The age of the person at the time of conviction;
- 6) The presence or absence of rehabilitation or efforts at rehabilitation;
- 7) Contributing social or environmental conditions.

#### 4.6 **EXAMINATIONS**

##### 4.6a **Process**

The selection techniques used in the examination process shall be impartial and related to those subjects which, in the opinion of the Personnel Officer, measure the relative capacities of the persons examined to execute the duties and responsibilities of the class to which they seek to be appointed.

Examinations may consist of written, oral, performance or physical tests or any combination thereof, or other forms which will fairly test the applicant's qualifications. The probationary period shall be considered as a portion of the examination process. Any applicant requiring special accommodation in order to participate in the examination will be accommodated for, whenever possible. Examinations shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the class, covering only factors related to such requirements.

##### 4.6b **Types of Examinations**

- 1) **Open-Competitive** examination for a particular class is open to all persons possessing the required qualifications for the class.
- 2) **Open-Competitive Continuous** examination when it appears to be in the best interest of the City, the Personnel Officer may conduct specified examinations on a continuous basis and as applications are received. Official notice shall be published and posted as a continuous examination prior to opening of such continuous examination. After examination, successful applicants shall be placed on an Eligibility List in alphabetical order for one year.
- 3) **Promotional** examination for a particular class is open to current employees possessing the required qualifications for the class.

##### 4.6c **Conduct of Examinations**

The Personnel Officer shall determine the manner and methods by which examinations shall be given. The Personnel Officer may recommend a contract with any competent agency or individual for the preparation or scoring of examinations. The Personnel Officer shall arrange for the use of facilities, equipment and related matters for the conduct of examinations.

##### 4.6d **Regulations for Conduct of Written Examination**

- 1) Written examinations shall be held in the presence of one or more proctors.
- 2) Time limits shall be fixed by the Personnel Officer. Candidates shall be advised of the time limits prior to the commencement of the test.
- 3) Only writing paper or test forms furnished by the proctor shall be used by the candidates.

- 4) Books of reference, equipment or data of any kind shall not be used during any test, unless specifically authorized for the test, and competitors are specifically authorized to use same.
- 5) Communication between candidates is prohibited.
- 6) Candidates shall not leave the examination room without permission from a proctor.
- 7) All test papers shall be collected by the proctor upon the expiration of the time limit set.
- 8) Should a candidate withdraw from an examination, all text material received shall be turned in to the proctor.
- 9) In case of irregularity in an examination, the Personnel Officer shall make a written report. Such report shall include remedial action, if any, and shall be posted in the department office for which the examination was conducted.
- 10) The identity of each candidate shall be concealed in all written exams and shall so remain until all parts of the written examination have been corrected. No marks shall be placed on any examination papers which may reveal the identity of the candidate.

**4.6e Percentages Required**

Except for qualifying/non-qualifying examinations, examinations shall be scored on a percentage basis. Minimum score for which eligibility may be earned shall be determined in accordance with the needs of the City. Candidates may be required to attain a specified percentage in one or more tests as a condition to continue as a candidate in the remainder of the examination. Any such specified requirement shall be announced prior to the examination.

**4.6f Computation of Test Scores**

The final score of an eligible applicant shall be arrived at by giving the weight to each test as shown in the examination announcement. The computation of test scores shall be checked by at least two (2) scorers in all cases, before the resulting eligibility list is approved.

**4.6g Examination Standards in Annexations**

The Personnel Officer may set standards for examination and entrance into the competitive service of such persons or public service employees engaged in governmental function in areas annexing to the City as may appear to the Personnel Officer to be in the best interests of the City and the competitive merit personnel program.

**4.6h Examination Records**

The records of an examination are working papers and not public documents. Information concerning results of an examination shall not be made public until after the eligibility list has been developed. Examination papers of eligible persons shall be preserved during the life of the eligibility list. Candidates may inspect their own examination papers, as long as such inspection is made under the supervision of the Personnel Officer.

**4.6i Notification of Results**

Each applicant taking an examination shall be sent written notice, by mail, of the results thereof, and if successful, of his/her final score and of his/her relative position on the Eligibility List. Any applicant shall have the right to inspect his/her own written examination papers. An error in

grading or rating, if called to the attention of the Personnel Officer within seven working days after said mailing of test results, shall be corrected; correction shall not, however, invalidate certification or appointment previously made.

#### 4.6j **Veteran's Preference Credit**

Applicants for open, non-promotional examinations who have served in the United States Armed Forces as defined below or widows or widowers of veterans, who qualify as veterans shall be eligible for additional credit points added to their final examination score, provided that they achieve a passing score on the overall examination, and shall be allowed the following additional credits:

- a) Disabled Veterans, 15 points
- b) All other veterans, widows or widowers of veterans, and spouses of 100 percent disabled veteran, 10 points
- c) For the purposes of this section, the following definitions apply:

(1) For the purpose of this section, "veteran" means any person who has served full-time for 30 days or more in the armed forces in time of war or in time of peace in a campaign or expedition for service in which a medal has been authorized by the government of the United States, or during the period September 16, 1940, to January 31, 1955, or who has served at least 181 consecutive days since January 31, 1955, and who has been discharged or released under conditions other than dishonorable, but does not include any person who served only in auxiliary or reserve components of the armed forces whose service therein did not exempt him or her from the operation of Selective Training and Service Act of 1940.

(2) For the purpose of this section, "disabled veteran" means any veteran as defined herein who is currently declared by the United States Veterans Administration to be 10 percent or more disabled as a result of his or her service; and "100 percent disabled veteran" means any veteran as defined herein who is currently declared by the United States Veterans Administration to be 100 percent disabled as a result of his or her service. Proof of disability shall be deemed conclusive if it is of record in the United States Veterans Administration.

To receive Veteran's Preference Points, each eligible veteran, widow or widower, and spouses of 100 percent disabled veteran, shall submit with the position application proof of military service form DD214. If you are a disabled veteran you will also need to submit documented proof from the United States Veterans Administration that you are indeed a disabled veteran and the percentage of disability. (Amended - Resolution 5789 12/18/01)

#### 4.7 **EMPLOYMENT LISTS**

##### 4.7a **Eligibility List**

As soon as possible after the conclusion of an examination, the Personnel Officer shall prepare and keep available an Eligibility List consisting of the names of persons successfully passing the examination, arranged in alphabetical order. The List shall consist of an "Outstanding" category and an "Acceptable" category. The final score shall be determined by the total of the scores received by each qualifying competitor for each part of the examination based upon the relative value assigned to each part of the examination before the examination was given.

Eligibility Lists shall remain in effect until exhausted or abolished by the Personnel Officer. If there are fewer than three eligible candidates available, the Personnel Officer may deem it necessary to exhaust the list. Remaining names on the abolished list may be merged with the newly created list.

#### 4.7b **Promotional List**

As soon as possible after the conclusion of a Promotional Examination, the Personnel Officer shall have prepared and keep available a Promotional List consisting of the names of persons successfully passing the examination, arranged in alphabetical order. The List shall contain an "Outstanding" category and an "Acceptable" category. The final score shall be determined by the total of the scores received by each qualifying competitor for each part of the examination based upon the relative value assigned to each part of the examination before the examination was given.

Promotional Lists shall remain in effect until exhausted or abolished by the Personnel Officer. If there are fewer than three eligible candidates available, the Personnel Officer may deem it necessary to exhaust the list. Names on the abolished list may be merged with the newly created list.

#### 4.7c **Re-Employment List**

The names of persons laid off shall be carried on a re-employment list for six (6) months, except that persons appointed to permanent positions of the same level as that which laid off, shall, upon such appointment, be dropped from the list. Person's re-employed in a lower class, or on a temporary basis, shall be continued on the list for the higher position, up to and including the previous position, for one (1) year.

#### 4.7d **Removal of Names From Lists**

The name of any person appearing on an eligibility, promotional or re-employment list shall be removed by the Personnel Officer if the eligible candidate requests in writing that the name be removed or if the eligible fails to respond to a notice of certification mailed to the last designated address. The names of persons on promotional lists who resign from the service shall automatically be dropped from such lists.

### 4.8 **METHOD OF FILLING VACANCIES**

#### 4.8a **Vacancy Notification**

If a vacancy in the competitive service is to be filled, the department head shall notify the Personnel Officer in the manner prescribed.

#### 4.8b **Method**

- 1) When a vacancy exists in a department where an active Re-employment List is being maintained for the class to which the vacant position is allocated, the eligible person standing highest on the list (meaning that individual last laid off) shall be offered the appointment. Refusal on the part of the former employee to accept the appointment shall cause removal of his/her name from the Re-employment List.
- 2) In the event no Re-employment List exists, appointment shall be made by promotion, transfer, demotion, re-employment, or from Eligibility Lists. In the absence of persons eligible for appointment in these ways, provisional or temporary appointments may be made in accordance with these Personnel Rules.

#### 4.8c **Appointment Process**

After examination, interview, and any appropriate investigation, the Department Head shall make a recommendation for appointment to the Personnel Officer, with approval by the City

Administrator. The person recommended shall report to the Personnel Officer for processing at which time a job offer will occur contingent upon a pre-employment medical screening and drug screen. The Personnel Officer will notify the applicant of successful completion and start date. If the applicant reports for duty within such period of time, the applicant shall be deemed to be appointed; otherwise, the applicant shall be deemed to have declined the appointment.

#### 4.8d **Types of Appointment**

- 1) **Probationary** - All appointments shall be tentative and subject to a probationary period. This Period is to be considered part of the examination process, during which the employee's performance, demeanor and other factors may be evaluated.
- 2) **Regular Full-Time** - At the completion of a successful probationary appointment, the employee may be appointed to fill, on a regular full-time basis, (over 1040 hours) a budgeted position.
- 3) **Regular Part-Time/No Benefits** - At the completion of a successful probationary appointment, the employee may be appointed to fill, on a less than full-time basis, a budgeted position. An employee that works less than 20 hours per week will not be entitled to benefits.
- 4) **Regular Part-Time/Benefits** - At the completion of a successful probationary appointment, the employee may be appointed to fill, on a less than full-time basis, a budgeted position. An employee such appointed, who has previously been enrolled in PERS, will be entitled to PERS benefits.
- 5) **Transfer** - An appointment of an employee from one position to another position in the same class or to a class for which the employee is qualified.
- 6) **Demotion** - The appointment of an employee to a position from one class to another class having a lower maximum rate of pay.
- 7) **Temporary/Benefits** - Any employee who works either part-time (less than 40 hours a week) or full-time in a position for a specified length of time under specific circumstances. The position is not normally part of the City payroll/personnel structure and generally has alternate funding sources (i.e. grant position). No person can be employed temporarily in a permanent position for more than twelve (12) months without the approval of the City Administrator. The department head may terminate, with the approval of the City Administrator and notification to the Personnel Officer, a Temporary Appointee at his/her discretion, without cause, and no appeal may be made for such action. Temporary appointments may be applied when one or more of the following conditions have been met:
  - A. when the budget appropriation allows for only temporary employment;
  - B. when it is anticipated that the work of the position will soon cease or that the position will soon be abolished;
  - C. when a position is primarily training in nature and is for a limited time.

A Temporary Employee who has worked 12 months may be appointed to a Regular position on the recommendation of the Department Head, with the approval of the City Administrator if a position is open.

If a Temporary Appointee is appointed to a full-time position with the City the time served, on a continuous basis, as a temporary appointee may be counted as time toward the fulfillment of the required probationary period. If so, the anniversary date of the employee shall be the date of hire as a Temporary Employee.

No special credit shall be allowed in meeting any qualifications or in the giving of any test or the establishment of any open-competitive employment lists for service rendered under a Temporary Appointment.

Temporary/Benefit Appointments are eligible for retirement (P.E.R.S.)

- 8) **Temporary/No Benefits** - This appointment is similar in function to Temporary/Benefit position, however, it is not eligible for any benefits.
- 9) **Intermittent/Benefits** - Intermittent appointments may be made without recourse to the formal process and eligible certification provisions. Intermittent appointments are for employees whose services are used on an on-call basis, but whose hours do not normally exceed 1,000 annually. An Intermittent employee who has had prior PERS status is entitled to continued PERS benefits based on percentage of gross wages as prescribed by California State Law.
- 10) **Intermittent/No Benefits** - This appointment is similar in function to the Intermittent/Benefits position, however, it is not eligible for benefits.
- 11) **Provisional** - In the absence of a valid eligibility list, a Provisional Appointment may be made by the Personnel Officer of a person meeting the minimum training and experience qualifications for the position. A Provisional Employee may be removed at any time without the right of appeal or hearing. No Provisional Appointment shall exceed six months.

No special credit shall be allowed in meeting any qualifications or in the giving of any test or the establishment of an open-competitive employment list for services rendered under a Provisional Appointment.

#### 4.8e. **Nepotism**

No employee, prospective employee, or applicant shall be improperly denied employment or benefits of employment on the basis of marital status or relationship to another employee.

The Personnel Officer shall not appoint or assign any employee to a position in which an immediate family member directly or indirectly supervises the employee and no relative shall conduct or be involved in a related member's performance evaluation, appointment, discipline, suspension, promotion, termination, sign a personnel action form or any other activities related to employment with the City.

The Personnel Officer shall not appoint a member of a Council Member's immediate family to any position within the City of Oroville.

The Personnel Officer shall not appoint a member of the City Administrator's immediate family to any position within the City of Oroville.

The Personnel Officer shall not appoint a member of a Department Head's immediate family to the Department Head's department.

For the purpose of this policy, "Direct Supervision" shall mean any situation in which the employee would be in a position to affect the terms and conditions of another's employment, including, but not limited to, making decisions on work assignments, compensation, grievances, advancements, or performance evaluations.

For the purpose of this policy, "Indirect Supervision" shall mean: Indirect supervision is characterized by some form of authority over the work of employees not under direct supervision. In other words, the "Supervisor" is responsible for the work but not for the worker. The following definitions describes persons with responsibilities for exercising indirect supervision:

**Technical Supervision** – The “Supervisor” is responsible for prescribing procedures, methods, materials, and formats as technical expert in a specialty. He/She may produce or approve specifications, guides, lists, or usually on “how” and “why”, and does not assign tasks or observe and evaluate performance. Technical Supervisor is related to an occupational specialty or function – not to specified employees.

**Functional Supervision** – The “Supervisor” is responsible for a project or recurrent activities, which involve tasks performed by persons to who he/she has authority to give direction in regard to that project, even though they are under the direct supervision of someone else. “Functional Supervision” may include “Technical Supervision”, but goes beyond it in that the supervisor schedules and assigns tasks, monitors progress, reviews results, and is the person responsible for the completed work product. “Functional Supervision” is related to a function or set of activities. Functional supervision may also occur as a result of normal rotation of shift assignments.

An indirect supervisor may also be someone who is not in the direct reporting chain of command, but otherwise is in a position to influence decisions on work assignments, compensation, performance evaluations, appointments, promotions, discipline, suspension, termination, sign a personnel action form or any other activities related to employment with the City.

For the purpose of this policy, “Immediate Family Member” shall mean: Spouse, natural, step or legal child or parent, brother, sister, grandparent, grandchild, mother-in-law or father-in-law.

For the purpose of this policy, “marital status” will be defined as an individual’s state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state.

Employees are responsible for notifying their immediate supervisor if they are related or become related to another City employee as described in the definitions of “Immediate Family Member” or “Marital Status”. Failure by an employee to disclose a relative status may be grounds for disciplinary action, up to and including termination of employment.

Anyone employed as a full-time or part-time City of Oroville employee prior to the effective date of this Policy may continue in their position if their department head, in consultation with the City Administrator, has determined that continued employment would not create a conflict of interest or have a potentially adverse impact on supervision, safety, security, morale, or productivity. However, under no circumstances will an employee directly or indirectly supervise or be supervised by an immediate family member. Any future promotion or appointment within the City of Oroville will be subject to this policy as stated above. (Amended 09/03/02 by Resolution No. 5896)

## **RULE 5. PROBATIONARY PERIOD**

### **5.1 GENERAL PROVISION**

This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code or a Memorandum of Understanding, the City Charter, the City Code or the Memorandum of Understanding will prevail.

### **5.2 OBJECTIVE**

The probationary period shall be regarded as part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance, adaptability, or personal qualifications do not meet the required standards of the particular position.

### **5.3 DURATION**

All appointments shall be tentative and subject to a probationary period of not less than twelve (12) months actual service. **EXCEPTION:** Safety Personnel (Sworn Police and Firefighters) shall have a probationary period of eighteen (18) months actual service. Promotional appointments shall serve a six (6) month probationary period in the new position, except for Police who shall serve 12 months. Any absence without pay exceeding forty (40) hours shall cause the employee's probationary period to be extended by a corresponding amount of time.

With the approval of the Personnel Officer, an employee's probationary period may be extended for a period of time not to exceed six (6) months for the purposes of further evaluation, observation, and/or development.

### **5.4 REGULAR APPOINTMENT**

The Personnel Officer shall notify the Department Head of the expiration of any probationary period at least four (4) weeks prior to the expiration of the probationary period. If the service of the probationary employee has been satisfactory, the employee shall be appointed to Regular status.

### **5.5 REJECTION OF PROBATIONARY EMPLOYEES**

During the probationary period, with the approval of the City Administrator, an employee may be rejected at any time by the Personnel Officer, without cause and without the right of appeal. Notification of rejection shall be served by the Personnel Officer on the probationary employee.

### **5.6 REJECTION FOLLOWING PROMOTION**

Any employee rejected during the probationary period following a promotional appointment, shall be reinstated to the position in which he/she held Regular Employee status from which the employee was promoted unless charges warranting dismissal are filed and the employee is discharged. If a vacant position does not exist, the employee shall be placed on a re-employment list to await appointment to a vacant position.

### **5.7 PROBATIONARY EVALUATION**

Probationary employees shall be evaluated every three months throughout the period of probation as outlined. During this period the employee shall receive, in writing, an evaluation of his/her performance. Safety personnel shall be evaluated every three months up to twelve months, then again at 18 months, the end of their probation.

## **RULE 6. EMPLOYEE DEVELOPMENT**

### **6.1 GENERAL PROVISION**

This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code or a Memorandum of Understanding, the City Charter, the City Code or the Memorandum of Understanding will prevail.

### **6.2 PROCEDURE**

#### **6.2a Evaluation Schedule**

The City of Oroville highly values its employees and believes in their right to know what is expected from them, how well they meet the expectations, and what their prospective future is within the organization.

- A. The probationary period of the employee shall also serve as the training period. Probationary employees shall be evaluated throughout the period of probation and in writing every three months up to the twelve month to complete the probationary period. Safety personnel (Sworn Police Officers and Firefighter) will be evaluated as stated above, except safety personnel shall be evaluated again at the end of their probationary period of eighteen months.
- B. All regular employees of the City shall have a development interview with their supervisor annually. At this interview the employee and employer will review the employee's performance as measured to the Performance Standards assigned to their job classification.
- C. Supplemental evaluations may be conducted as deemed necessary by the supervisor or Personnel Officer at any time during the period of employment.

#### **6.2b Review With Employee**

The supervisor shall discuss each evaluation with the employee. The employee shall be given a copy of the performance report following the discussion and shall be required to sign the report indicating the report has been discussed with him/her. The employee may request to review his/her development needs with the Personnel Officer.

#### **6.2c Unsatisfactory Performance Evaluation**

If an employee is rated overall as below expected levels of performance, the Personnel Officer may recommend that the employee's next scheduled merit increase be withheld. If it is the end of the employee's probationary period, the Personnel Officer may extend the employee's probationary period one time for a one (1) to six (6) month period of time for further training and evaluation with recommendation of department head and approval of Personnel Officer.

The supervisor shall take appropriate and immediate steps to assist and improve, or correct, the performance or conduct which has been rated as not meeting required standards. Failure by the employee to demonstrate satisfactory effort toward improvement, if substantiated, shall be considered as cause for appropriate disciplinary action.

#### **6.2d Uses of Evaluations and Goal Achievements**

Evaluations and goal achievements shall be considered in approving transfers, promotions, salary step increases, demotions, re-employment, and other personnel actions.

### **6.3 CHANGES IN CLASSIFICATION**

#### **6.3a Transfer**

No person shall be transferred to a position for which that person does not possess the minimum qualifications. Upon notice to the Personnel Officer, with approval of the City Administrator, an employee may be transferred by the Personnel Officer or designee at anytime from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications.

If the transfer involves a change from one department to another, both department heads must consent thereto unless the City Administrator orders the transfer. Transfer shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in the Personnel Ordinance or these rules.

#### **6.3b Promotion**

Insofar as is consistent with the best interests of the City, vacancies in the competitive service may be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established.

If, in the opinion of the Personnel Officer, with approval of the City Administrator, it is in the best interests of the municipal service, a vacancy in the position may be filled by an open-competitive examination instead of promotional examination, in which case the Personnel Officer shall arrange for an open-competitive examination and for the preparation and certification of an open-competitive employment list.

For the purpose of determining progression through applicable pay steps, in a given salary rate, as a result of promotion, the employee's anniversary date shall be six (6) months after the date of such promotion. For Police, the anniversary date shall be twelve(12) months after the date of such promotion.

#### **6.3c Demotion**

The Personnel Officer, with approval of the City Administrator, may demote an employee whose ability to perform the required duties falls below standard, or for disciplinary purposes. Upon request of the employee, and with the consent of the Personnel Officer and approval of the City Administrator, demotion may be made to a vacant position. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.

#### **6.3d Relief of Duty**

The Personnel Officer, with approval of the City Administrator, may remove an employee from service temporarily, with pay, during a review or investigation.

#### **6.3e Suspension**

The Personnel Officer, with approval of the City Administrator, may suspend an employee from a position at any time for a disciplinary purpose. Suspension, without pay, shall not exceed thirty (30) calendar days, nor shall any employee be penalized by suspension for more than forty-five (45) days in any fiscal year. Department Heads may suspend a subordinate employee for not more than three (3) working days at any one time, and not more than once in a thirty (30) day calendar period. Suspension action by Department Head must have approval by the City Administrator and shall be reported to the Personnel Officer.

### 6.3f **Re-employment**

With the approval of the Personnel Officer and City Administrator, a regular employee or probationary employee who has completed at least six (6) months of probationary service and who has resigned with a good record may be re-employed within one (1) year of effective date of resignation, to a vacant position in the same or comparable class. Upon re-employment, the employee shall be subject to the full probationary period prescribed for the class. No credit for former employment shall be granted in computing salary, vacation, sick leave, or other benefits except on the specific recommendation of the Personnel Officer at the time of re-employment.

## **RULE 7. SENIORITY**

### **7.1 GENERAL PROVISION**

This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code, or Memorandum of Understanding, the City Charter, or the Memorandum of Understanding will prevail.

### **7.2 DEFINITION**

The length of service of a Regular Employee with the City.

### **7.3 SENIORITY DATE CALCULATION**

Time of service shall be calculated on the basis of the time of continuous employment dating from the first day of such continuous employment with a specific class, within a specific department, within the classified service in the City of Oroville. Continuous employment includes paid leaves of absences and unpaid public service leaves.

If a Temporary Appointee is subsequently appointed to a full-time position with the City, the employee's seniority shall be calculated from the date of temporary appointment, as long as there has been no break in continuity of service.

### **7.4 TERMINATION OF SENIORITY**

Seniority shall be terminated by:

1. Discharge with Cause
2. Voluntary Resignation
3. Retirement

### **7.5 EMPLOYEES WITH IDENTICAL SENIORITY DATE**

In a case where two or more employees in the same class in the same department have the same Seniority Date, date of receipt by the city of Oroville of their Employment Application will determine Seniority.

## **RULE 8. COMPENSATION**

### **8.1 GENERAL PROVISION**

This rule shall apply to all employees. Where there is conflict with the City Charter, City Code or a Memorandum of Understanding the City Charter, City Code or the Memorandum of Understanding will prevail.

### **8.2 SALARY**

Employees occupying a position in the competitive service shall be paid a salary or wage established for that position's class under the salary plan. The minimum rate for the class generally shall apply to employees upon original appointment. However, the Personnel Officer, with City Administrator approval, can authorize original appointment or reinstatement at other than the minimum rate when circumstances warrant.

### **8.3 BASIS OF COMPENSATION**

8.3a **Regular Full-time** - An employee so appointed shall be compensated at a monthly rate, paid bi-weekly.

8.3b **Other Appointments** - An employee who is not a Regular Full-time employee shall be compensated at an hourly rate, paid bi-weekly.

### **8.4 MERIT INCREASES**

#### **8.4 MERIT INCREASES**

No salary advancement shall be made so as to exceed a maximum rate established in the plan for the class to which the employee's position is allocated unless approved by a majority of the City Council and a new rate established. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of one's supervising official, length of service, productivity, performance record, special training undertaken, or other pertinent evidence. Full-time, part-time or probationary employees may be considered eligible for merit increases in salary according to the following schedule: (Amended-Resolution 5228)

1. The letters A, B, C, D and E respectively, denote the various progressive steps in salary range. Employees will normally be assigned Step A at initial hiring.
2. Salary Step B upon completion of six (6) months of unbroken employment in Step A, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and upon written recommendation of the department head and approval of the Personnel Officer.
3. Salary Step C upon completion of one (1) year of unbroken service in Step B where the employee has demonstrated satisfactory job progress and normally increasing productivity, and upon written recommendation of the department head and approval of the Personnel Officer.
4. Salary Step D and E upon completion of one (1) year of employment at the previous step where the employee has demonstrated satisfactory job progress and productivity and upon written recommendation of the department head and approval of the Personnel Officer.

## 8.5 SALARY ON PROMOTION

An employee who is promoted in accordance with these rules shall be placed at Step A of the new salary range or at a step of the new range which is approximately five percent (5%) higher than the employee's previous base salary; but in no case shall the employee be compensated above the top step of the new salary range without the approval of a majority of the City Council. (Amended - Resolution 5228)

## 8.6 SALARY ON DEMOTION

Any employee who is demoted voluntarily shall not be required to serve a new probationary period and shall have their salary set at the salary step in the range for the lower class for which they qualify, as recommended by the department head and approved by the Personnel Officer; provided that, in no event shall the new step be lower in alphabetical sequence than the step of the range held prior to the demotion.

## 8.7 OUT-OF-CLASS PAY

An employee assigned to temporary duties of thirty (30) continuous days or less in a higher job classification shall not receive the pay of the higher job classification.

An employee, who accrues more than thirty (30) continuous days of temporary duties in a higher classification, shall receive an additional five percent (5%), but not less than the bottom step, or more than the top step of that higher job classification, commencing with the thirty-first (31st) days of such duties.

If it is known at the time of assignment that the employee will be assigned to duties in a higher job classification for thirty-one (31) continuous days or more, the employee shall immediately receive an additional five percent (5%) above the employee's normal pay, but not less than the bottom step, nor more than the top step of the higher classification.

## 8.8 OVERTIME

8.8. a **Policy** it is the policy of the City to avoid overtime work whenever possible. Overtime must be authorized by the department head prior to occurrence.

8.8b **Defined** Overtime is authorized work in excess of the normal work period of at least 15 minutes. The normal work period is 40 hours in a seven-day shift. The normal work period for fire fighters is 56 hours in a seven-day shift. (In compliance with the Fair Labor Standards Act, any hours worked over 53 are eligible for overtime pay.)

8.8c **Overtime Compensation** Total hours of authorized overtime to be credited for each eligible employee for a pay period shall be reported to the Personnel Officer. Employees required to work in excess of forty (40) hours per week, (fifty-three (53) hours for fire fighters), as regularly scheduled or as continuation of a shift, shall receive one and one half (1 ½) times their regular rate of pay for all hours in excess. In computing the hours worked in any workweek, time off duty for holidays, vacations, and compensatory time off shall be calculated as time worked. Earned overtime shall be paid in the regular bi-weekly payroll. Employees may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off from duty. Maximum accrual for compensatory time off shall be 240 hours, 480 hours for sworn police officers and fire fighters. Employees may request payment of some or all of their individual accounts of compensatory time off by submitting, 30 days in advance, written notice for the first payroll in June or December.

8.8d **Exempt Employees** In accordance with the Fair Labor Standards Act, executive and administrative employees are exempt from overtime pay and may not accrue hours worked over their normal work period as compensatory time.

8.8e **Call-Back** A call-back is a request or order to return to duty prior to or after the work period for which the employee is regularly scheduled to work. If the request work or the work itself occurs after an employee's scheduled work period has concluded by more than one (1) hour, the employee will be compensated according to the paragraph below.

In the event of a call-back or return to duty, an employee shall receive a minimum of two (2) hours time at the rate of one and one-half (1 ½) times the regular rate of pay. If the time worked exceeds two (2) hours, then the employee shall receive pay for the time worked at one and one-half (1 ½) times the regular rate of pay, calculated to the nearest fifteen (15) minutes. Employees who are called back to work (as opposed to regularly scheduled overtime or continuation of a shift) shall not be required to take compensatory time off during the work week.

8.9 **Paydays** all employees are paid every two weeks.

8.10 **Deductions** Federal and state withholding and contributions to PERS or Social Security are required by law. If desired, employees may also elect to have deductions made for union dues, direct deposit, deferred compensation, and miscellaneous dues and other charitable contributions authorized by the City.

8.11 **Workweek** The workweek for City of Oroville employees begins on Monday morning at 12:01 a.m. and ends on Sunday at Midnight.

## **RULE 9. WORKING CONDITIONS**

### **9.1 GENERAL PROVISIONS**

This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code or a Memorandum of Understanding, the City Charter, City Code or the Memorandum of Understanding will prevail.

### **9.2 ATTENDANCE**

The City depends upon each employee reporting to work as scheduled and on time. It is important that each employee maintain a good attendance record in order to be considered for merit increases and future promotional opportunities. Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records which shall be reported to the Personnel Department in the form and manner as specified by the Personnel Officer.

#### **9.2a Reporting Absence**

1. **Illness** - Absence due to illness shall be reported to the employee's supervisor as soon as possible, preferably no later than one (1) hour prior to normal start time.
2. **Emergency** - Absence due to an emergency shall be reported to the supervisor at the earliest opportunity.

#### **9.2b Excused Absence**

The City of Oroville considers illness, death in the immediate family, accidents, and illness in the family, when the employee is needed at home, as excusable absences.

Failure on the part of an employee, who is absent without leave, to return to duty within two (2) work days of notice to return, shall be cause for immediate discharge.

#### **9.2c Chronic Absenteeism**

Frequent absence from work may result in disciplinary action, up to and including termination.

### **9.3 TARDINESS**

The employee will be expected to be on the job site and ready to work at the appointed time. Tardiness will not be tolerated and may result in disciplinary action, up to and including termination.

### **9.4 MEAL PERIODS**

All non-safety employees shall have one unpaid period of not less than 30 minutes set aside for meal break during any eight-hour work period. Failure to adhere to this time period may result in disciplinary action, up to and including termination.

### **9.5 REST PERIODS**

Employees are entitled to take two (2) rest periods during an eight (8) hour shift. Each rest period shall be for no longer than fifteen (15) minutes duration and should be interspersed throughout the work period so as to be effective in their purpose. Rest periods for each Department are established by the Department Head or designee.

## **RULE 10. EMPLOYEE BENEFITS**

### **10.1 GENERAL PROVISIONS**

This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code, or a Memorandum of Understanding, the City Charter or the Memorandum of Understanding will prevail.

### **10.2 ANNUAL VACATION LEAVE**

The purpose of annual vacation leave is to enable each eligible employee annually to return to his or her work mentally refreshed. All employees in the municipal service shall be entitled to annual vacation leave with pay except for the following:

- a.** Employees who have served less than six (6) months in the service of the City; however, vacation credits for the time served shall be granted each employee who completes six (6) months of unbroken service with the City.
- b.** Employees who work on a provisional basis and all employees who work less than 1040 hours per year, unless otherwise specified by type of appointment.

An employee shall be entitled to his/her earned vacation leave after being in continuous City service six (6) calendar months. Six months from the date of hire employees shall receive one week of vacation and will also begin accruing vacation time each month. (Amendment approved by City Council December 20, 2011, Resolution No. 7833)

After completion of five years of service an employee shall be entitled to vacation leave at the rate of 1 1/4 days for each full calendar month of service beginning the sixth year through the twelfth year of employment.

After the completion of twelve years of service, an employee shall earn one (1) additional day of vacation for each year of service, up to and including not more than a total of twenty (20) days per year.

Each employee may accrue up to the number of vacation days earned in a two (2) year period. In no case shall an employee accumulate additional days without written approval of his/her Department Head and the City Administrator. The times during a calendar year at which an employee may take his/her vacation shall be determined by the Department Head, with due regard for the wishes of the employee and the particular needs of the City. Absent another method implemented by the department head, a departmental vacation schedule shall be arranged with time preference given to employees on the basis of seniority. If the requirements of service are such that an employee is unable to take part or all of his/her annual vacation in a particular calendar year, such vacation shall be taken during the following calendar year. By request or for special circumstances, subject to budget restraints and with approval of the Department Head and City Administrator, accrued vacation may be paid. Whenever a recognized holiday occurs during an employee's vacation period, it shall be added to such employee's vacation allowance. Earned vacation leave taken shall not be in excess of that actually due at the time it is taken and in no case shall it be taken prior to the time set forth in this rule unless approved by the City Administrator.

Unused vacation benefits may be accumulated from prior anniversary years; provided, however, 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. Information printed on pay check stubs provides written notification to the employee of accrual rates. An employee who has properly attempted to schedule vacation to avoid forfeiture that may be imposed by the accrual ceiling may petition the Department Head and City Administrator to carry over vacation in excess of the ceiling, but in no

case shall the excess be subject to pay-off except as stated above. The Department Head has the prerogative to assign the employee time off for excess accrual.

An employee who terminates City employment shall be paid in a lump sum for all accrued vacation leave accrued as of the date of termination.

### 10.3 **SICK LEAVE**

The objective of this benefit is to provide an orderly method which furthers the health and safety of City employees which aids employees to work effectively and more productively.

Sick leave is not a right which an employee can use at his or her discretion, but rather a privilege which can be used only in the case of actual sickness or injury of the employee or member of the employee's immediate family which compels the employee to be absent from work. To qualify for sick leave, an employee must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the Personnel Department. In cases of illness, injury, or medical appointments relating to such, sick leave time must be used prior to use of any other accrued benefit of time.

An employee may be allowed a leave of absence from duty without loss of pay on account of sickness or injury. Sick Leave with pay is cumulative at the rate of one (1) work day for each month of service, beginning at the time of appointment.

An employee returning to work after an absence of more than two (2) consecutive workdays on account of illness or injury, may be required to provide to the immediate supervisor for filing in the employee's personnel file, a doctors certificate or attendance/payroll report showing that the employee is fit to return to work.

Sick leave shall not be granted to any employee who is absent from duty due to illness or injury incurred while working for any entity other than the City of Oroville without approval from the City Administrator.

An employee who takes a leave of absence without pay in excess of thirty (30) days will not accrue one (1) day of sick leave for each such period.

Sick leave is not a vested benefit and is not eligible to be cashed out upon separation from employment.

#### **PAID SICK LEAVE FOR NON-BENEFITED EMPLOYEES**

Effective July 1, 2015, California law ("AB 1522") requires that all employees who have worked for more than 30 days for an employer be provided paid sick leave at the accrual rate of one hour of sick leave for every 30 hours worked, up to a minimum of 3 days or 24 hours of paid sick leave to be provided in a 12-month period. Certain use, accrual, and carryover provisions apply.

The following policy applies only to part-time, temporary, and seasonal employees.

Effective July 1, 2015, California's Paid Sick Leave law requires the City of Oroville to provide paid sick leave to employees under the following conditions:

1. An employee begins to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning on the first day of employment. An employee is not eligible to begin using any accrued paid sick leave until after 90 days of employment with the City.

2. An employee is only allowed to use up to a maximum of 3 days or 24 hours of paid sick leave in a 12-month period.
3. An employee can only accrue paid sick leave up to a maximum of 6 days or 48 hours ongoing. Any unused accrued paid sick leave does carryover year to year while continuously employed, up to the maximum amount of 6 days or 48 hours.
4. In accordance with California's Paid Sick Leave law, an employee may use 3 days or 24 hours of accrued paid sick leave in a 12-month period for one of the following reasons:
  - a. For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
  - b. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
    - c. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
    - d. Spouse or Registered Domestic Partner
    - e. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
    - f. Grandparent
    - g. Grandchild.
    - h. Sibling.
    - i. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
      - j. A temporary restraining order or restraining order.
      - k. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
      - l. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
      - m. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
      - n. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
      - o. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
5. An employee shall provide reasonable advance notification of their need to use

accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.

6. An employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.
7. Paid sick leave will not be considered hours worked for purposes of overtime calculation. An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the City.
8. If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law. However, if a rehired employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the Agency before any paid sick leave can be used.

#### 10.4 **BEREAVEMENT LEAVE**

When compelled to be absent from work by reason of death of an immediate family member or where death appears imminent, employees who have completed six (6) months of service are entitled to receive up to five (5) days bereavement leave, which shall be charged against the employee's sick leave. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence needed and the expected date of return to City service. Immediate family is as defined in Rule 1, 1.23.

#### 10.5 **RECOGNIZED HOLIDAY LEAVE**

Each regular employee shall be entitled to compensation for each holiday designated as a recognized holiday by the City of Oroville. The following holidays are recognized:

1. January 1, New Years Day
2. January 14, Martin Luther King Jr. Day
3. February 12, Lincoln's Birthday
4. Third Monday in February, President's Day
5. Last Monday in May, Memorial Day
6. July 4, Independence Day
7. First Monday in September, Labor Day
8. \*September 9, Admission Day
9. November 11, Veteran's Day
10. Fourth Thursday in November, Thanksgiving Day
11. Friday following Thanksgiving Day
12. \*\*The Last Working Day before Christmas
13. December 25, Christmas Day

**\*Applies to Fire Personnel / \*\*Applies to General Employees, Safety Personnel and Management.**

#### 10.5a **Alternate Days**

When a designated holiday falls on Sunday, the following Monday will be observed as the paid holiday in lieu thereof. If the designated holiday falls on Saturday, the preceding Friday will be observed as the paid holiday in lieu thereof.

10.5b **Pay for Holidays**

When a holiday falls on an employee's regular day off, that employee shall receive eight hours of holiday pay at his/her regular rate. When a holiday falls on a regular employee's scheduled work day, and the employee works that day he/she shall receive an additional eight (8) hours holiday pay at his/her own rate.

10.6 **JURY DUTY**

Every classified employee who is called or required to serve as a juror, upon notification and appropriate verification submitted to his/her supervisor, shall be allowed to be absent from work during the period of such service while necessarily being present in court as a result of this service. No deduction shall be made as a result of such an absence. Jury fees collected shall be turned over to the Finance Department.

10.7 **MILITARY LEAVE**

Military leave shall be in accordance with applicable State and Federal law, (California Government Code Section 19991.6.)

10.8 **FAMILY AND PREGNANCY LEAVE**

This provision establishes the rights and obligations of the City and its employees with respect to leave necessary for the medical care of employees and their families.

Under the California Family Rights Act of 1993 (CFRA), an employee with 12 months of service with the City, and who has worked at least 1,250 hours in the 12-month period before the date requested to begin a leave, may have a right to an unpaid family care or medical leave (CFRA leave).

- 10.8a **Available Leave**: Eligible employees are entitled to take up to a total of 12 workweeks of unpaid leave during a 12 month period for the birth, adoption, or foster care placement of a child or for the employee's own serious health condition or that of a child, parent or spouse. Certification from the employee's own health care provider of the child, parent, or spouse may be required before approval of the leave.

Even if the employee is not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, she is entitled to take a pregnancy disability leave of up to four months, depending on the periods of actual disability. If CFRA-eligible, she has certain rights to take both a pregnancy disability leave and a CFRA leave for reason of the birth of the child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.

- 10.8b **Use of Accrued Paid Leave** - Eligible employees will be required to use accrued paid leave before unpaid leave is taken.

- 10.8c **Benefits While on Leave** - During any period of leave under this article, an employee's group health insurance coverage will be maintained at the same level and under the same conditions as before the leave began.

A. An employee who does not return to duty from unpaid leave under this policy, for at least 30 calendar days following unpaid leave, will be liable for group health insurance premium contribution unless failure to return to duty is caused by continuation, recurrence, or onset of a serious health condition that would entitle the employee to leave under this provision or for circumstances beyond the employee's control.

B. Employees will continue to accrue other benefits while in an unpaid leave status, including seniority rights.

10.8d **Return to Duty** - upon return to duty, an employee is entitled to restoration to the former position or an equivalent position with equivalent pay and benefits.

A. An employee who has taken leave for self-care may be required to present a certification of fitness for duty from a health care provider prior to commencement of work. Failure to provide the certification may cause denial of reinstatement.

10.8e **Procedure** - Employees wishing to utilize the Family and Pregnancy Care Leave will be required to provide at least 30 days advance notice for foreseeable events to the Personnel Office as soon as the need is determined. For events which are unforeseeable, the employee should notify the Personnel Office as soon as the need arises.

#### 10.9 **APPROVED LEAVE OF ABSENCE WITHOUT PAY**

The Department Head, with approval of the City Administrator, may grant a regular or probationary employee leave of absence without pay or seniority for not to exceed three (3) months. After three (3) months the leave of absence may be extended for twelve (12) months by the City Administrator. No such leave shall be granted except upon prior written request from the employee, setting forth the reason for the request. Any approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after a notice to return to duty, the employee shall be reinstated into the position he/she held when the leave was granted. Failure on the part of the employee on leave to report promptly at its expiration shall be deemed a resignation and the employee will be so notified.

If the approved leave of absence is for more than thirty (30) days the employee:

- A. Shall not accrue seniority or employee benefits of any kind.
- B. Shall be responsible for the full payment of the monthly cost and any premiums for health, life or long term disability insurance plans if the employee desires to retain the coverage afforded by such plan.

#### 10.10 **ADMINISTRATIVE LEAVE**

Department head members of the Management Team are granted eight (8) days, while all other members are granted six (6) days of Administrative Leave at the beginning of each calendar year. A member who fails to take allocated Administrative Leave within the calendar year shall forfeit that leave. Unused Administrative Leave will not be compensated for upon termination or retirement. City Administrator may grant eight (8) days administrative leave to those members of the management team functioning outside the scope of a mid-manager.

#### 10.11 **CATASTROPHIC LEAVE**

The purpose of this leave is to enable regular employees (as defined in Personnel Rules 1, Section 33) to receive and donate vacation and compensatory time off (CTO) leave credits to assist employees who have no leave and who will suffer a financial hardship due to prolonged illness or injury to themselves or a member of their immediate family (as defined in Personnel Rule 1, Section 23).

##### 10.11a **Procedure**

- A. An employee must have a verifiable long-term (no less than four (4) consecutive weeks in duration) illness or injury, i.e., cancer, heart attack, stroke, serious injury, etc., or have a member

of their immediate family with a long-term illness or injury which results in the employee being requested to take time off from work to care for that family member, and must have exhausted all personal vacation, sick leave, CTO, holiday and administrative leave, or soon will have exhausted such leave, resulting in the employee being in a no-pay status.

- B. The person receiving the donated hours must have obtained regular employee status with the City of Oroville, unless otherwise approved by the City Administrator.
- C. The employee may be on City or State Disability and use the donated hours to supplement those payments, at the regular rate of pay, not to exceed the employee's gross salary.
- D. When an employee is utilizing donated hours, they will not accrue additional vacation or sick leave benefits, and will not accrue seniority. PERS benefits will not be credited. As with paid leave status, recipients shall continue to be eligible to participate in those health insurance plans to which the City contributes. However, after 30 days leave, the employee will be required to make the payment of the insurance premium.
- E. The total leave credits received by the employee shall normally not exceed three months; however, if approved by the Department Head and City Administrator, the total leave credits received may be six months. Further extensions may be considered on an individual basis, and shall require City Administrator approval.
- F. Donations may be made to specified individuals only.
- G. Donated hours must be in increments of one (1) hour. Hours donated will be converted at the donor's hourly rate, and credited to the sick leave balance of the donee by converting the dollar amount donated to the donee's hourly rate. Employees donating must have forty (40) hours of vacation available after making a donation.

## **RULE 11. DISCIPLINARY ACTION**

### **11.1 GENERAL PROVISIONS**

This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code, or a Memorandum of Understanding the City Charter, City Code, or the Memorandum of Understanding will prevail.

### **11.2 POLICY**

Prior to the suspension, demotion, reduction of pay, or discharge of a regular employee for disciplinary purposes, the procedure set forth in this rule shall be complied with.

### **11.3 GROUNDS FOR DISCIPLINARY ACTION**

The grounds for disciplinary action shall include, but are not limited to:

- A. fraud in securing employment;
- B. incompetency or inability to perform work satisfactorily;
- C. inefficiency;
- D. inexcusable neglect of duty;
- E. insubordination; willful disobedience
- F. dishonesty;
- G. intoxication on duty or being under the influence of drugs;
- H. conviction of a felony or a misdemeanor;
- I. immorality;
- J. discourteous treatment of the public or other employees;
- K. misconduct;
- L. misuse, theft, damage or destruction of City property;
- M. habitual tardiness;
- N. abuse of leave privileges;
- O. chronic or excessive absenteeism, with or without excuse;
- P. fighting;
- Q. violation of safety rules;
- R. falsification of records;
- S. unsafe City driving record;
- T. violation of department or city rules;
- U. requiring excessive supervision;
- V. other failure of good behavior either during or outside of duty hours which is such that it causes discredit to the city or his/her employment;
- W. sexual harassment;
- X. any other just cause;

### **11.4 WRITTEN NOTICE**

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:

- 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 his/her official personnel file and that the employee has the right to appeal under the Skelly Procedure as set forth.

The written notice of disciplinary action may be either personally served or mailed to the employee by certified mail, return receipt requested, addressed to the last address which the employee has furnished the City.

Any written notice shall be conclusively presumed delivered to the employee on the date the written notice is personally served on the employee. 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. If 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 of the postal service returns the certified mail to the return address.

**11.5 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 employees with regular status, the City Administrator, or person authorized by him, 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 City Administrator or designee proposing the disciplinary action prior to the effective date of such disciplinary action.

**11.6 APPEALS OF DISCIPLINE (Regular non-probationary employees)**

Appeals of disciplinary action will be in accordance with the respective Memorandum of Understanding. Employees not covered by a Memorandum of Understanding will have the same rights for their respective classification. (Amended - Resolution 5228)

**11.7 RELIEF OF DUTY**

An employee may be temporarily removed from service, with pay, during review and investigation of the proposed disciplinary action, with approval by the City Administrator.

## **RULE 12. SEPARATION FROM SERVICE**

### **12.1 GENERAL PROVISIONS**

This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code, or a Memorandum of Understanding, the City Charter, City Code, or the Memorandum of Understanding will prevail.

### **12.2 RESIGNATION**

An employee wishing to leave the competitive service in good standing shall file with the Department Head, a written resignation stating the effective date and the reasons for leaving at least two (2) weeks in advance, unless such time limit is waived by the Department Head. A statement as to resigned employee's service and other pertinent information shall be forwarded to the Personnel Officer. Failure to give notice as required by this rule shall be cause for denial of future employment by the City.

### **12.3 DISCHARGE**

An employee in the competitive service may be discharged at any time by the Personnel Officer with approval of the City Administrator. Whenever it is the intention of the Personnel Officer to discharge an employee in the competitive service, the Department Head shall be notified. Disciplinary discharge action shall be in accordance with Rule 11.

### **12.4 DISCHARGE FOR NON-ATTENDANCE**

Failure on the part of an employee, absent without leave, to return to duty within two (2) work days notice to return to work, shall be cause for immediate discharge.

### **12.5 EXIT INTERVIEW**

All employees will have an exit interview with their Department Head prior to their separation from the service of the City. All equipment, keys and other City owned property will be checked in at that time. The employee will have the opportunity to comment in writing on his/her employment with the City.

### **12.6 FINAL PAY**

Employees who leave the employment of the City shall receive their final paycheck on the next regularly scheduled payday for all work hours earned prior to the effective date of termination. This final pay check will also include payment for all vacation leave earned prior to the termination date.

## **RULE 13. LAYOFF POLICY AND PROCEDURES**

### **13.1 GENERAL PROVISION**

This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code, or a Memorandum of Understanding, the City Charter, City Code, or the Memorandum of Understanding will prevail.

### **13.2 STATEMENT OF INTENT**

Whenever, the City Administrator determines it necessary to abolish any position or positions of employment, the employee holding that position of employment shall, if no other vacancy in the class exists, and for which he/she is qualified, be laid off or demoted without disciplinary action and without the right to appeal. A vacancy is one that is not intentionally being held open or unfilled by the City.

### **13.3 NOTIFICATION**

Employees to be laid off shall be given, whenever possible, fourteen (14) calendar days prior notice.

### **13.4 VACANCY AND DEMOTION**

Except as otherwise provided, whenever there is a reduction in the workforce, the Department Head shall first demote to a vacancy, if in the same class series or in a lower class for which the employee who is the latest to be laid off, in accordance with Section 13.7 is qualified. All persons so demoted shall have their names placed on a re-employment list for the class for which they were laid off.

### **13.5 BUMPING RIGHTS**

An employee whose job is being eliminated may elect to displace an employee in a lower paid classification within the City's classification system, if qualified to perform the duties of the lower classification, and if the employee's length of service within the Department is greater than that of the employee in the lower classification.

### **13.6 EMPLOYMENT STATUS**

In each class or position, employees shall be laid off according to employment status in the following order: Provisional, Intermittent, Temporary, Probationary and Regular. Employees will be laid off in inverse order of seniority in City service. If seniority is identical, Rule 7.5 will apply.

### **13.7 RE-EMPLOYMENT LIST**

The names of employees laid off shall be carried on a re-employment list for six (6) months, except when such persons are appointed or demoted to a permanent position of the same level as that from which they were laid off. Upon such appointment, the employee will be dropped from the list. Person's re-employed in a lower class, or on a temporary basis, shall be continued on the list of the higher position for one (1) year.

## **RULE 14. RECORDS AND REPORTS**

### **14.1 GENERAL PROVISION**

This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code, or a Memorandum of Understanding, the City Charter, City Code, or the Memorandum of Understanding will prevail.

### **14.2 PERSONNEL FILE**

The Personnel Officer shall maintain a service file of each employee in the municipal service showing the name, title of position held, the department to which assigned, salary, changes in employment status, and such other information as may be considered pertinent.

### **14.3 REPORTS OF PERSONNEL TRANSACTIONS**

To enable the accurate and expeditious performance of the Personnel Department each Department Head shall report promptly, on forms provided, the following transactions:

- A. appointments and reinstatements;
- B. separation from service;
- C. transfers and demotions;
- D. sick leave, injury, and vacations;
- E. salary increases or decreases;
- F. completion of probationary period;
- G. leaves of absence and time off without pay;
- H. disciplinary actions;
- I. changes in organization resulting in the creation or abolishment of a position, promotion or demotion or changes in duty or classification;
- J. assignments to a special duty within a class;

### **14.4 RESPONSIBILITY FOR TRANSACTIONS**

Each Department Head shall cooperate with the Personnel Department and be responsible for properly reporting personnel transactions and for properly distributing within his/her department personnel material and information.

### **14.5 OFFICIAL RECORDS**

The Personnel Department shall keep the official records as necessary for transactions and reference, and for making reports showing administrative actions, including records of all examinations; eligibility lists; records and files of employment history for each employee; history of each position; classification plan; compensation plan; occupational injury reports; files; books; and correspondence, disciplinary action, training and other pertinent items.

### **14.6 CONFIDENTIAL NATURE OF PERSONNEL RECORDS**

At reasonable intervals and times, an employee's Personnel records shall be made available to that employee upon request in writing. Access to the Personnel Records by any other person is subject to approval of the Personnel Officer and City Administrator.

## RULE 15. CITY POLICIES

### 15.1 UNLAWFUL WORKPLACE HARASSMENT POLICY AND COMPLAINT PROCEDURE (Amended and Approved by the City Council on 02/21/06 by Resolution # 6337)

#### PURPOSE

The purpose of this Policy is to clearly establish the City of Oroville's commitment to provide a work environment free from harassment, to define discriminatory harassment, and to set forth the procedure for investigating and resolving internal complaints of harassment. Because of the tremendous importance of a workplace free from any form of unlawful harassment, this policy **shall** be reviewed by each supervisor or manager to his/her personnel on a quarterly basis. Additionally, during each employee's annual performance evaluation, this policy shall be fully discussed with each employee to ensure that its contents are known and understood by the employee.

All jobs with the City of Oroville are extremely important to the public safety of our community. It is critical that all employees treat all other employees with dignity and respect. Because of the unique circumstances present in many City of Oroville jobs, it is the responsibility of each and every employee, supervisor and manager to make every **effort** that there is no inappropriate behavior occurring in the workplace. Inappropriate behavior which impacts the workplace, or has the potential to impact the workplace will **not** be tolerated.

This Policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, reinstatement, transfer, leave of absence, compensation and training.

#### POLICY

Unlawful Harassment of an applicant, client, contractor, business invitee, customer or employee by a supervisor, management employee, or co-worker on the basis of race, religion, color, national origin, ancestry, disability, medical condition, marital status, pregnancy, sexual orientation, gender or age is explicitly in violation of State and/or Federal law and will **not** be tolerated by the City of Oroville.

Employees found to be participating in **any** form of Unlawful Harassment or **retaliating** against another employee who has filed a complaint, shall be subject to disciplinary action up to and including **termination from employment**.

#### RESPONSIBILITIES

**Management:** It is the responsibility of management to implement and enforce this policy and to assure that all employees have knowledge and understanding of the policy. Management shall provide quarterly reviews with each employee to ensure they know the policy and to make sure the policy is being followed. In addition, it is the responsibility of Management to ensure that any violation(s) of this policy are dealt with fairly, quickly, confidentially and impartially. All claims of and/or incidents of unlawful harassment must be reported to the City Administrator or his/her designee immediately. You as a Manager can be held personally liable for any harassment that is not dealt with as stated above. All Managers are also required to set the proper example at all times.

**Employees:** It is the responsibility of each and every employee to know, understand and to strictly follow the policy. It is imperative that every employee treat every other employee with dignity and respect so as to facilitate a sound professional work environment. It is everyone's' responsibility to report incidents of harassment whether or not you are directly or indirectly involved.

#### DEFINITIONS

For purposes of clarification, unlawful harassment includes but is not limited to the following behaviors:

1. **Verbal Harassment** - Epithets, derogatory comments, slurs, propositioning, or otherwise offensive words or comments on the basis of race, religious creed, color, national origin, ancestry disability, medical condition, marital status, pregnancy, sexual orientation, gender or age, whether made in general, directed to an individual, or to a group of people regardless of whether the behavior was intended to harass. This includes but is not limited to inappropriate sexually oriented comments on appearance, including dress or physical features, sexual rumors, code words, and race oriented stories.

2. **Physical Harassment** - Assault, impeding or blocking movement, leering, or the physical interference with normal work, privacy or movement when directed at an individual on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, pregnancy, sexual orientation, gender or age. This includes pinching, patting, grabbing, inappropriate behavior in or near bathrooms, sleeping facilities and eating areas, or making explicit or implied threats or promises in return for submission to physical acts.

3. **Visual Forms of Harassment** - Derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, e-mails, notes, bulletins, drawings or pictures on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, pregnancy, sexual orientation, gender or age. This applies to both posted material and material maintained in or on City of Oroville's equipment or personal property in the workplace.

4. **Sexual Harassment** - Any act which is sexual in nature and is made explicitly or implicitly a term or condition of employment, is used as the basis of an employment decision, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

### **WORKPLACE RELATIONSHIPS**

The First Amendment allows anyone to associate with anyone else they desire. It is natural for people who meet in the workplace to sometimes become romantically involved, and it is not the City's intent to interfere with any dating relationship. Any involvement between employees must be voluntary and desired by both parties. However, many problems have developed in municipal organizations around America because of dating relationships, and they can interfere with the City of Oroville's goal of having a sound professional unlawful harassment free work environment. It is not inappropriate for a person to ask out a co-worker. However, if you do not want to go out with another employee, it is imperative that your response to the request be firm and definite. After the firm, definite response has been made, it is inappropriate for the requesting party to make any further attempts to initiate a dating relationship. Repeated requests for a dating relationship constitute Sexual Harassment. It is also inappropriate for any relationship to interfere with normal work operations in any manner. Personnel who desire to become involved with someone in the workplace must be aware of the following guidelines.

1. There shall be no dating activities on city time or city business.
2. There shall be no use of city property to arrange dating activities.
3. All behavior between employees shall be conducive to a sound professional work environment at all times when on city property and/or on city time. Hand holding, kissing, hugging, sexual comments and other behavior generally associated with a dating relationship are inappropriate while on city time and/or city property.
4. Any relationship involving personnel at different levels on the chain of command (or where one party has functional supervision over another) shall be reported by the person of higher rank to his/her supervisor immediately. Failure to report this relationship is a violation of this policy. The manager receiving this information shall immediately contact Personnel and inform them of the relationship. Personnel shall contact the Department Head and make recommendations to ensure that this relationship will not detract from a sound professional work environment. Such recommendations may include the transfer of the higher ranking person to another unit or another shift.

## **COMPLAINT PROCEDURE**

If any person feels they are the victim of any form of unlawful harassment, they should inform the person(s) participating in this behavior that he/she finds it offensive. This one on one confrontation has been demonstrated to be an effective way to end harassing behaviors. If the inappropriate behavior does not stop or the employee is afraid to inform the alleged harasser of the offensive behavior, the offended employee can initiate either an informal or formal complaint as described below. Employees are not required to inform the offending party prior to initiating this complaint procedure.

Throughout any complaint procedure, either formal or informal, the City of Oroville shall comply with its obligation to afford union representation and due process rights to its employees, including those rights guaranteed to peace officers under the Peace Officer Procedural Bill of Rights (Gov't. Code §§3300, et seq.).

### **Informal Complaint**

Any employee, client, contractor, customer or job applicant who believes (s)he is a victim of Unlawful Harassment should make a complaint orally or in writing with any of the following: Immediate supervisor; Any supervisor or manager within or outside of their department; Any Department head; the Personnel Officer and/or his/her designee.

Any supervisor, manager or department head who observes inappropriate behavior or receives an unlawful harassment complaint **shall** notify the Personnel Officer or his/her designee **immediately**, either verbally or in writing.

An informal resolution will be attempted whenever appropriate and shall be documented as to the outcome of the informal resolution. If the informal resolution process is successful, the documentation will be maintained in an unlawful harassment complaint file, in the Personnel Office, for a period of one year. If no other complaints have been received during the year, relating to the parties involved, the documents will be destroyed. If the informal resolution process is unsuccessful, the complainant may direct a formal complaint to the Personnel Officer. All employees, including Peace Officer's have the right to acknowledge, sign and respond to any adverse comments placed in the harassment complaint or personnel files.

### **Formal Complaints**

#### **Filing of a Preliminary Complaint**

Any employee, client, customer, contractor or applicant who alleges to be a victim of Unlawful Harassment should report the incident immediately by contacting a supervisor, department head, city administrator or the human resource department. This preliminary complaint can be verbal or written.

#### **Time Extension**

The Personnel Officer may extend the time requirements set forth in this procedure when he/she determines it is in the best interests of fairness and justice to the parties involved.

#### **Review of Preliminary Complaint**

Upon notification of a harassment complaint, the supervisor and/or the Personnel Officer's designee shall conduct an initial investigation to make a preliminary determination as to whether there is any merit to the complaint. If no merit is found, the supervisor and/or the Personnel Officer's designee may still meet with the parties involved to attempt to conciliate the complaint or conflict between the parties.

While conducting the investigation, the fact finder shall encourage the claimant to be specific in describing the unlawful harassing conduct.

The fact finder shall get as many facts as possible from the claimant. The claimant must be specific while describing the incident(s). Specifics concerning the incident shall include:

What behavior occurred; Where the behavior occurred; Who was involved; Any witnesses; Whether the complainant has spoken with anybody else about the incident; Whether the incident or a related incident has happened before; How long the unlawful harassment existed; and Whether the alleged harasser had been told that the behavior was not welcomed and the alleged harasser's response (if any) when informed that the behavior was not welcomed or any other pertinent information.

When the fact finder is talking with the alleged harasser, the Fact Finder shall:

State the purpose of the meeting; Not initially reveal if possible the identity of the person who brought forward the complaint; Focus on the behavior, not the intention of the alleged harasser; Be unbiased; Keep the discussion focused on the topic; Ask the person to respond to each allegation separately; Tape record or document the discussion; If the person admits to the behavior reaffirm the City policy and inform the person that the behavior must stop immediately and that possible disciplinary action will be taken; If the alleged harasser denies the allegation, conduct additional fact finding in the case prior to making a final determination; and Document appropriate action based on the findings of the investigation. The City of Oroville shall comply with its obligation to afford employees union representation and due process rights.

When the fact finder is talking with witnesses, they must not initially identify (if possible) the alleged recipient or the alleged harasser and ask questions to determine if (s)he saw or heard anything.

After a thorough research and investigation of the complaint, the fact finder shall submit to the City Administrator a detailed report including determination of whether or not any unlawful harassment occurred within 15 working days of being assigned to the investigation. The City Administrator shall determine the appropriate disciplinary action based upon the contents of the report.

### **Formal Complaint**

If after an initial investigation is conducted, there is no resolution and/or no conciliation of the preliminary complaint, a formal written complaint can be filed by the complainant. The Personnel Officer will issue an Unlawful Harassment Form to the complainant. This form shall be completed, signed and returned to the Personnel Officer within five (5) days after issuance.

Upon receipt of the formal written complaint, the Personnel Officer or designee will contact the alleged harasser(s) who will be informed of the basis of the complaint, will be given a copy of the form, and will be provided an opportunity to respond. The response shall be in writing, addressed to the Personnel Officer, and received by the Personnel Officer within ten (10) calendar days after being notified of the complaint. Concurrently, a formal investigation of the complaint shall commence. Alleged harassers may invoke their rights to representation in lieu of or before responding in writing. Failure to respond in writing or invocation of representation rights shall not be deemed as an admission of guilt or complicity. In the event an employee is interviewed, they shall be afforded the rights to representation as set forth in their applicable MOU or as required by law. When required by law, the City will give appropriate notice and follow proper procedure to conduct such investigation such as those required for Peace Officers under Govt. Code section 3300 et seq.

### **Review of Response and Findings**

Upon receipt of the response, the Personnel Officer or designee may further investigate the formal complaint. Such investigation may include interviews with the complainant, the accused harasser(s), and

any other persons determined by the Personnel Officer or designee to possibly have relevant knowledge concerning the complaint. This may include victims of similar conduct.

Factual information gathered through the investigation will be reviewed to determine whether the alleged conduct constitutes unlawful harassment, giving consideration to all factual information, the totality of the circumstances including the nature of the verbal, physical, visual or sexual conduct and the context in which the alleged incident(s) occurred.

The results of the investigation and the determination as to whether unlawful harassment occurred will be reported to the appropriate persons including the complainant, the alleged harasser(s), the supervisor and the division head within twenty (20) calendar days from the receipt of the response.

### **DISCIPLINARY ACTION**

If harassment is determined to have occurred, the Personnel Officer shall take and/or recommend to the appointing authority prompt and effective remedial action against the harasser. The action will be commensurate with the severity of the offense, up to and including termination from employment. If discipline is imposed, the nature and extent of the discipline will not be divulged to the complainant.

### **RETALIATION**

Retaliation in any manner against a person who has filed a harassment charge or initiating a harassment complaint, testifying in an investigation, providing information or assisting in an investigation, is expressly prohibited and subject to disciplinary action up to and including termination. The Personnel Officer will take reasonable steps to protect the victim and other potential victims from further harassment, and to protect the victim from any retaliation as a result of communicating the complaint.

### **CONFIDENTIALITY**

Confidentiality will be maintained to the fullest extent possible in accordance with applicable Federal, State and local law.

### **FALSE COMPLAINTS**

Any complaint made by an employee of the City of Oroville regarding Unlawful Harassment which is conclusively proven by an independent outside investigator to be submitted falsely or with malice intent, shall result in discipline up to and including termination. This section is not intended to discourage employees from making complaints regarding Unlawful Harassment. However, false complaints adversely impact the workplace and the career of the accused, even when disproved.

### **DISTRIBUTION**

This policy shall be disseminated to all employees, supervisors and managers of the City of Oroville. Any questions, concerns or comments related to this policy should be directed to the Personnel Officer or his/her designee.

### **City of Oroville Personal Appearance & Behavior Policy**

In addition to our Unlawful Harassment Prevention Policy, the City maintains a Personal Appearance and Behavior policy. This policy is directed toward conduct which may not otherwise fall within the legal definition of harassment, but nonetheless is unacceptable to the City.

We do not have a formal dress policy and prefer to rely on every employee's good judgment to dress appropriately for a business such as ours and the job he or she is performing. We do expect all employees to present a neat, well-groomed appearance and a courteous disposition. We feel that these

qualities go further than any other factor in making a favorable impression on the public and your fellow workers.

Please avoid extremes in dress and behavior. Flashy, skimpy or revealing outfits and other non-business-like clothing are unacceptable. Such as jeans (except on Fridays), "muscle shirts", tight fitting knits, shorts, and mini-length skirts or dresses, are not considered appropriate and should not be worn to work. Likewise, unprofessional behavior in the workplace, such as sexually related conversations, inappropriate touching (*i.e.*, kissing, hugging, massaging, sitting on laps) of another employee, and any other behavior of a sexual nature is prohibited. Employees who fail to observe these standards will be subject to disciplinary action, up to and including termination.

Employees who are provided with uniforms should keep them in a neat and clean condition. Employees provided with uniforms must wear them at all times when on duty. Employees are required to return their uniforms in a timely manner upon termination of their employment. If an employee fails to return his or her uniform upon termination, the City will deduct the cost of the uniform from the employee's final paycheck. Similarly, if the employee returns his or her uniform damaged beyond normal wear and tear, then the City will deduct the repair cost from the employee's final paycheck.

Employees are expected to observe the City's personal appearance and behavior policy at all times. Employees who report to work in unacceptable attire may be requested to leave work and return in acceptable attire. Such time off from work will generally be without pay; however, for the first offense the employee may use accrued leave, except sick leave.

## **15.2 STORAGE OR USE OF ALCOHOLIC BEVERAGES BY CITY EMPLOYEES**

The storage or use of any alcoholic beverage, including beer, by City employees during regular working hours on City premises or equipment is strictly forbidden. The social activities involving the use of beer, or any alcoholic drinks, are unauthorized and shall not be permitted by any department head or employee on City premises or in the vicinity of any City equipment without the approval of the City Administrator. Sealed containers in private vehicles are excluded. (Amended - Resolution 5228)

## **15.3 SUBSTANCE ABUSE**

Employees while on duty shall not utilize illegal drugs. Use of prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job, must be reported to the employee's supervisor upon reporting for duty.

Employees shall not sell or provide drugs or alcohol to any other employee or to any person while such employee is on duty.

Management reserves the right to require N.I.D.A. testing of on-duty employees for substance abuse, if there exists reasonable suspicion the employee may be impaired.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

1. Slurred speech
2. Alcohol odor on breath
3. Unsteady walking and movement
4. A serious on-duty incident in which the employee is culpable and articulable facts may exist which justify testing
5. Unusual behavior

6. Possession of alcohol or drugs

#### 15.4 SMOKING POLICY

This policy is in compliance with Ordinance No. 1479 adopted by the Oroville City Council. The Ordinance protects an individual's right to breathe fresh air through regulation of smoking in designated enclosed public places and workplaces.

In accordance with the Ordinance, the following shall apply;

1. All City office buildings and indoor workplaces are hereby designated as nonsmoking areas.
2. City office buildings include, but are not limited to: City Hall, Council Chambers, City Hall Annex, Police Department and Fire Department, City Yard buildings.
3. "NO SMOKING" signs shall be posted in all buildings and work areas.

#### 15.5 PERSONAL INJURIES OF EMPLOYEES

Employees injured during working hours or while on City business after normal working hours shall report the accident to their immediate supervisor as soon as possible.

1. The employee should obtain necessary first aid or medical treatment from the City Physician or their own physician if on file with the Personnel Department. Emergency rooms should not be used for non-emergency accidents.
  - A. **Injury On and Off the Job:** 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 which the City and employee have determined to be 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, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Work 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. The employee will be assigned to a 40-hour work week during the Light Duty assignment.
  - B. **Injuries In The Course of Employment:** The provisions of this Section shall apply only to those industrial injury cases which the City Administrator, or designee of the Workers' Compensation Appeals Board determines to be compensable and only for such period of time as the Workers' Compensation Laws of the State of California require payment for temporary disability and shall cease when a person leaves City service other than by disability retirement.

#### 15.6 CITY OF OROVILLE WORKPLACE VIOLENCE PREVENTION POLICY

(Approved by the City Council on 02/21/06 by Resolution # 6337)

##### ***Purpose***

The purpose of this policy is to provide a workplace free of violence, as well as definitions and guidelines for employees to follow in reporting workplace violence. It is the City of Oroville's goal to maintain a violent free work environment for all employees.

### ***Zero tolerance***

The City of Oroville has a zero tolerance policy for violence. If you engage in any violence in the workplace, or threaten violence in the workplace, you may receive discipline up to and including termination. No talk of violence or joking about violence will be tolerated. City employees have the right to work in an environment where their safety is paramount. For that reason, the City expects all employees to accomplish their work in a businesslike professional manner with concern for the well-being of their co-workers and others.

The City of Oroville maintains an Employee Assistance Program (EAP), which provides help to employees and their families who suffer from personal/emotional problems. The EAP provides professional counseling on a strictly confidential basis. The City encourages employees to seek professional help for any personal problems that may arise.

"Violence" includes any conduct which in the view of the City of Oroville is sufficiently severe, offensive, or intimidating to alter the employment conditions or to create a hostile, abusive, or intimidating work **environment** for one or more City employees. "Violence" also includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities **against another employee**. It is the intent of this policy to ensure that everyone associated with the City of Oroville, including employees and customers, never feel threatened by any employee's actions or conduct.

Examples of Workplace Violence include but are not limited to:

1. Hitting or shoving an individual(s) or property.
2. Threatening to harm individual(s) or his/her family, friends, associates, or their property.
3. The intentional destruction or threat of destruction of property owned, operated, or controlled by the City of Oroville.
4. Making harassing or threatening telephone calls, letters or other forms of written, verbal or electronic communications.
5. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interest of the City.
6. Harassing surveillance, also known as "stalking", the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his/her safety.
7. Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on City property.

### ***All weapons banned***

The City of Oroville specifically prohibits the possession of weapons by any employee while on City of Oroville property. This ban includes keeping or transporting a weapon in a vehicle in a parking area, whether public or private. Employees are also prohibited from carrying a weapon while performing services off the City of Oroville's business premises.

While some employees of the City may be required as a condition of their work assignment (Sworn Peace Officers) to possess firearms, weapons or other dangerous devices, or permitted to carry them as authorized by law, it is the City's policy that these employees are to use them only in accordance with departmental operating procedures and all applicable State and Federal Laws.

Weapons include guns, knives, explosives, and other items with the potential to inflict harm. Appropriate disciplinary action, up to and including termination, will be taken against any employee who violates this policy.

### ***Workplace security measures***

In an effort to fulfill this commitment to a safe work environment for employees, customers, and visitors,

access to the City of Oroville's property is limited to those with a legitimate business interest.

In addition, the City requires employees and applicants to disclose felony convictions and guilty pleas. This information must not only be disclosed on the Employment Application, but must also be promptly and fully disclosed to Human Resources regardless of when or where the conviction or guilty plea was entered.

Also, any employee who applies for or obtains a protective or restraining order which lists the City of Oroville sites as being protected areas, must provide their immediate supervisor and the Human Resource Department a copy of the order(s) to assist in eliminating any chance of causing the employee or any fellow employees harm in the workplace. The City of Oroville understands the sensitivity of the information requested and will respect the privacy of the reporting employee(s).

### ***Inspections***

Desks, telephones, and computers are the property of the City of Oroville. The City reserves the right to enter or inspect your work area including, but not limited to, desks and computer storage disks, fax, copier, phone, e-mail and mail systems, with or without notice. When required by law, the City will give appropriate notice and follow proper procedure to conduct such inspection such as those required for Peace Officers under Govt. Code section 3309.

The fax, copier, phone, e-mail and mail systems, including e-mail, are intended for business use. Personal business should not be conducted through these systems. Under conditions approved by management, telephone conversations may be monitored and voice mail messages may be retrieved in the process of monitoring customer service.

Any private conversations overheard during such monitoring, or private messages retrieved, that constitute threats against other individuals can and will be used as the basis for discipline.

### ***Employee Obligations***

It is everyone's business to prevent violence in the workplace. Any employee who believes (s)he has been threatened or assaulted or who has knowledge of work-related threats of violence by a co-worker, supervisor, manager or non-employee should promptly report the incident to his/her immediate supervisor. If an employee feels an immediate threat they should call 911. If an employee, for any reason, feels uncomfortable reporting the incident to his/her supervisor, the behavior should be reported to the Department Head, City Administrator or Human Resources. This applies to not only an employee's conduct in the workplace but also to off duty conduct of a violent or threatening nature, which creates friction between employees or interferes with the City's goal to maintain a respectful, harmonious environment for employees and customers.

Employees who observe conduct or overhear comments that raise concerns regarding compliance with this policy are encouraged to promptly report such conduct to any of the persons listed above. The City encourages employees to report complaints and assists the City informally to resolve problems involving violence. The City's ability to resolve these kinds of problems is dependent on employee cooperation in reporting incidents that create an offensive work environment or otherwise appear to violate this policy.

Supervisors and management employees who receive a complaint or become aware of conduct that raises concerns regarding a violation of this policy must promptly report the conduct or concern in questions to the City Administrator or Human Resources.

### ***Investigations***

In the event a complaint or concern arises, with regard to compliance with this policy, the City will promptly conduct an investigation to determine the validity of the complaint and what, if any, corrective action should be taken to resolve the matter and to restore a violent free environment.

Investigations will be kept confidential to the extent the City determines confidentiality can be maintained while allowing the City to comply with its obligation to investigate and take appropriate corrective action, as well its obligation to afford employees union representation and due process rights. Any investigation of Peace Officers shall be conducted to maintain the confidentiality of Peace Officer records.

Investigations shall be conducted by a Peace Officer as defined under Penal Code 830 et. Seq.

Depending on the seriousness of the allegation(s) and other factors that the City deems relevant, such as security concerns, potential disruption, etc., employees accused of violating this policy may be asked to leave the premises immediately and be placed on paid leave pending an investigation. Corrective action may include disciplinary action up to and including termination.

***Retaliation***

The City of Oroville respects the right of employees to raise concerns regarding violent activities and cooperate with necessary investigations. Retaliation against employees who report violence or participate in investigations is strictly prohibited. "Retaliation" is broadly construed. It includes not only overt retribution, but also actions such as refusal to communicate or cooperate regarding work-related matters, withholding information or assistance needed to perform one's job, more closely scrutinizing an employee's work performance, etc.

Any employee who feels (s)he has been retaliated against for reporting violence or participating in an investigation should promptly report the retaliation to his/her immediate supervisor. If the employee, for any reason, feels uncomfortable reporting the alleged retaliation to his/her immediate supervisor, the employee may report to their Department Head, the City Administrator or Human Resources.

***Application of Prohibition***

The City of Oroville's prohibition against threats and acts of violence applies to all persons involved in the City's operations, including but not limited to, City personnel, contract and temporary workers, volunteers and any other individual(s) on City property. Violations of this policy by any employee on City property or by any employee acting as a representative of the City while not on City property may be disciplined up to and including termination.

***Annual Training***

The City of Oroville shall provide annual training on workplace violence to train employees in the risk factors associated with workplace violence and proper handling of the situation in order to minimize the risks of violent incidents occurring in the workplace.

***Dissemination of Policy***

All employees will be given this policy and shall sign and date the acknowledgment document to be placed in their personnel file.

**15.7 CITY OF OROVILLE COMPUTER, CELL PHONE AND ELECTRONIC MEDIA POLICY  
(Approved by the City Council on 02/21/06 by Resolution # 6337)**

**PURPOSE:**

To state City policy regarding the use of the City's Computer System, Wireless (cell) phone, Electronic Mail System and Internet Access.

**BACKGROUND:**

The City's computer system including the Oroville Electronic Mail System (E-mail) and Wireless (cell) phone is designed to facilitate City business communications among employees and other business associates for messages or memoranda. Since no computer system or wireless (cell) phone is completely secure, the E-mail system and wireless (cell) phone is not intended to transmit sensitive materials, such as personnel decisions and similar information which may be more appropriately communicated by written memorandum or personal conversation.

Data stored on the City computer system and individual personal computers including E-mail is potentially discoverable in employment related lawsuits involving the City. Because E-mail messages are typically informal and their complete deletion rarely occurs, attorneys routinely seek discovery of E-mail messages

during lawsuits. Be aware that backups to messages are made automatically. Employees should be aware that when they have deleted a message from their mailbox it may not have been deleted from the E-mail system. The message may be residing in the recipient's mailbox or forwarded to other recipients. Furthermore, the message may be stored on the computer's backup system.

While City employees have a confidential password, users should be aware that this does not suggest or imply that the system is for personal, confidential communication, nor does it suggest or imply that E-mail is the property right of the employee.

The Internet provides a source of information from which almost every professional discipline in the City can benefit. All employee's whose job performance may be enhanced through the use of the Internet will be provided access and are encouraged to become proficient in all of its capabilities. The following policy sets forth acceptable use of the Internet by City employees, volunteers and contractors while using City-owned equipment, facilities and Internet addresses registered to the City.

### **POLICY:**

The City's computer system is not to be used for outside business activities, political activity, fund raising, or charitable activity not sponsored by the City of Oroville or a City department. All data and other electronic messages within this system are the property of the City. The City, through its managers and supervisors, reserves the right to review the electronic files and messages to ensure that these media are being used in compliance with the law and City policy. Employees may not, however, intentionally intercept, eavesdrop, record, read, alter, or receive other persons' E-mail messages or employee computer files without proper authorization.

E-mail transmissions shall be courteous and professional at all times. Passwords should be periodically changed to ensure security of the E-mail system. Users should not share their passwords with anyone else.

### **Prohibited Uses**

Solicitation of funds, political messages, harassing messages, language which is insulting, offensive, disrespectful, demeaning, obscene or sexually suggestive, and messages that are otherwise inappropriate are specifically prohibited.

### **Retention of E-mail**

Generally, E-mail messages are temporary communications which are non-vital and may be discarded routinely. However, depending on the content of the E-mail message, it may be considered a more formal record and should be retained as a hard copy pursuant to a department's record retention schedules. Examples of messages of this nature are: policy, decision making, connected to specific case files, contract related or otherwise an essential part of a larger record, or other memorandum of significant public business. As such, these E-mail messages are similar to printed communication and should be written with the same care. Each department director is responsible for establishing and maintaining department retention schedules for the information communicated through the E-mail system.

At the end of each month all E-mail messages shall be deleted from the server. If there is anything you need to keep as a record, print it in hard copy form for the file. Anything of a confidential nature should be marked "confidential".

### **Privacy/Use/Access**

#### **Privacy:**

Employees waive any right to privacy, in anything they create, store, send, or receive on the City's computer or Internet. The City Administrator or designee, reserves the right, without limitation, to review

E-mail sent and received by employees and data stored on **City** computers and/or on the City's computer system. Any investigation of Peace Officers shall be conducted to maintain the confidentiality of Peace Officer records. Investigations shall be conducted by a Peace Officer as defined under Penal Code 830 et. Seq. When required by law, the City will give appropriate notice and follow proper procedure to conduct such inspection such as those required for Peace Officers under Govt. Code section 3309.

- No employee shall read E-mail or view computer files received by another employee when there is no business purpose for doing so.
- No employee shall send E-mail under another employee's name without authorization.
- No employee shall change any portion of a previously sent E-mail message **sent by another party** without authorization.
- Use of a confidential password for accessing E-mail and computer files does not impart a property right to an employee nor does it provide a right of confidential communication.

Use:

- Access to City E-mail and Internet services, when provided, is a privilege that may be wholly or partially restricted by the City without prior notice and without consent of the employee.
- All passwords used to access E-mail must be periodically changed to ensure security. Users should not share passwords except when City business requires such dissemination.
- E-mail shall be used for business matters directly related to the business activities of the City and as a means to further the City's mission by providing services that are efficient, complete, accurate, and timely.
- E-mail shall not be used for outside business activities, political activity, fund-raising, or charitable activity not sponsored by the City of Oroville or a City department.
- E-mail shall not be used to transmit sensitive materials including, without limitation, personnel decisions which should be communicated in person or via formal written memoranda.
- E-mail users shall not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of the City, or any City department, unless appropriately authorized (explicitly or implicitly) to do so.
- E-mail shall not be used to promote discrimination on the basis of race, color, national origin, age, marital status, sex, political affiliation, religion, disability or sexual preference; promote sexual harassment; or to promote personal, political or religious business or beliefs.

### **Internet Browsing, use of computer system and e-mail**

Employees may use the computer system, e-mail and Internet to stay current on career related topics, to improve their knowledge and skills, and to communicate with experts, peers or other resources. The City encourages authorized users to access the Internet during normal business hours, when direct work related benefits can accrue. City computer systems are for City use and not for personal use. During non working hours, however, the requirement that Internet access and email be work related is somewhat relaxed. Because access service is paid for on a fixed cost basis and is therefore not usage sensitive, users are permitted to use this capability for non-work related activities in order to build their network search and retrieval skills as well as computer skills.

The City promotes the utilization of services available through the Internet in order to acquire information which will enable employees to achieve the City's goals. The City encourages employees to develop strong Internet user skills and knowledge. Employees are encouraged to use the Internet to improve their job knowledge, access information on topics which have a relevance to the City, and to communicate with their peers in other governmental agencies, academia and industry. In order to achieve these results, City users are permitted to engage in the following activities:

- Access job-related information during regular work hours, as needed, to meet the requirements of their jobs.
- Access non job-related text and graphics information during personal time, in City facilities, using City equipment to develop or enhance computer or Internet-related skills. It is expected that

these skills will be used to improve work responsibilities.

Authorized Internet users are not permitted to engage in the following activities either during working or nonworking hours, using City equipment or facilities, or when using a City IP address:

- Access, retrieve, or print text and graphics information which exceeds the bounds of generally accepted standards, good taste, and ethics.
- Engage in activities which would in any way bring discredit on the City.
- Engage in personal commercial activities on the Internet, including offering services or merchandise for sale.
- Engage in any activity which would compromise the security of any government host computer. Host login passwords will not be disclosed or shared with other users.

No person may use City computer resources for any illegal or unauthorized act. In particular, individuals may not use City computing resources to violate any state or federal laws or any regulation of the City including, but not limited to, any laws or regulations governing the creation, dissemination or possession of pornography or other illegal documents or images; the possession or use of programs, files or instructions for violating system security; and the violation of copyright law. Making illegal copies of copyrighted software is a crime and is strictly prohibited.

Prior to allowing access to the system, all potential Internet users must read and sign a statement acknowledging this acceptable use policy and agreeing that they will abide by these guidelines.

The City Administrator or designee will have final authority in determining appropriate versus inappropriate behavior/use. Individuals using City equipment to access the Internet are subject to having activities monitored by system or security personnel. Use of this system constitutes consent to security monitoring.

#### **Employee Termination, Leave of Absence, Vacation, and Other**

Employees separated from City employment have no right to the City's wireless (cell) phone or cell phone number as well as the computer network, the E-mail system, or the contents of their E-mail messages. Supervisors or management may access an employee's E-mail if an employee is on leave of absence, vacation, or is transferred from one department to another as is necessary for City's business purposes, or as otherwise authorized by the City Administrator or designee.

#### **Penalties**

Violations of this policy may result in restrictions on access to such technology. In addition, employees found to have violated any provision of this policy shall be subject to appropriate disciplinary action pursuant to City policies or collective bargaining agreements, up to and including termination.

#### **15.8 DRUG-FREE WORKPLACE CERTIFICATION AND SUBSTANCE ABUSE POLICY STATEMENT (Approved by the City Council on 03/21/06 by Resolution # 6663)**

As with any City policy, the CITY OF OROVILLE reserves the right to change, alter, amend, and interpret this policy without notice.

The purpose of this policy is to assure worker fitness for duty and to protect our employees and the public from risks posed by the use of alcohol and controlled substances. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs. "The Drug-Free Workplace Act of 1990" (Government Code Section 8350 et seq.), requires the establishment of drug free

workplace policies and the reporting of certain drug-related offenses to Federal authorities.

The CITY OF OROVILLE recognizes that the use of alcohol and/or controlled substances in the workplace is not conducive to safe working conditions. In order to promote a safe, healthy and productive work environment for all employees, it is the objective of the City to have a work force that is free from the influence of alcohol and controlled substances.

#### **A. APPLICABILITY**

This policy applies to all employees and contractors when they are on City property or when performing any City related business. It applies to off-site lunch periods and breaks when an employee is scheduled to return to work. Visitors, vendors, and contracted employees are governed by this policy while on City premises, and they will not be permitted to conduct business if found to be in violation of this policy.

A listing of the CITY OF OROVILLE'S employee function and/or position classifications can be found in Appendix "A" of this policy statement. An employee is considered to be performing a job function while actually performing duties related to the job function, preparing to perform such duties, on call or available for such duties as described in the job description, or immediately following the performance of such duties.

#### **B. PROHIBITED SUBSTANCES**

"Prohibited substances" addressed by this policy include the following:

##### **Drugs:**

Amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine (PCP), and propoxyphene.

##### **Alcohol**

This use of beverages or substances, including any medication, containing alcohol such that it is present in the body at a level in excess of that stated in Department of Transportation guidelines while actually performing, ready to perform, or immediately available to perform any City business is prohibited. "Alcohol" is defined as: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol.

#### **C. PROHIBITED CONDUCT**

##### **Manufacture, Trafficking, Possession, and Use**

Any employee engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol on City premises, in City vehicles or while conducting City business off the premises is absolutely prohibited. Violation will result in removal from duty and referral to an Employee Assistance Professional (EAP).

##### **Impaired/Not Fit for Duty**

Any employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or not fit for duty shall be removed from his/her job duties and be required to undergo a reasonable suspicion controlled substance or alcohol test. Employees failing to pass this reasonable suspicion controlled substance or alcohol test shall remain off duty and be referred to an Employee Assistance Professional (EAP). A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in the Department of Transportation guidelines.

##### **Alcohol Use**

No employee may report for duty or remain on duty when his/her ability to perform assigned functions are adversely affected by alcohol or when his/her alcohol concentration is 0.04 or greater. No employee shall use alcohol while on duty. No employee shall use alcohol within four hours of reporting for duty nor during hours that he/she is on call. Violation of this provision is prohibited and will subject the employee to

removal from duty and referral to an Employee Assistance Professional (EAP).

#### **Compliance with Testing Requirements**

All employees are subject to controlled substance testing and alcohol testing. Any employee who refuses to comply with a request for testing, who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and be referred to a Employee Assistance Professional (EAP). Refusal to submit to a test can include an inability to provide a urine specimen without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

#### **Treatment/Rehabilitation Program**

An employee with a controlled substance and/or alcohol problem will be afforded an opportunity for treatment in accordance with the following provisions:

Positive Controlled Substance and/or Alcohol Test: A Rehabilitation Program is available for employees who have tested positive for a prohibited substance on a one time basis only. Employee will be immediately terminated on the occurrence of a second verified positive test result. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee. When recommended by the Employee Assistance Professional (EAP), participation and completion of the rehabilitation program is mandatory. Failure of an employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the EAP and agree to and sign a Return-To-Duty Agreement. The duration and frequency of follow-up testing will be determined by the EAP but will not be shorter than one year or longer than five years.

**Voluntary Admittance:** All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to a rehabilitation program. Requests must be submitted to an Administrator or his/her designee for review. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee. An employee failing to complete the program will be subject to termination from employment. An employee completing a rehabilitation program must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests within a 36 month period will result in termination from employment.

Participants in the rehabilitation program may use accumulated paid time off, vacation and floating holidays, if any.

#### **D. NOTIFYING THE CITY OF CRIMINAL DRUG CONVICTION**

Pursuant to the "Drug Free Workplace Act of 1990 any employee who fails to immediately notify the City of any criminal controlled substance statute conviction shall be subject to disciplinary action, up to and including termination of employment.

#### **E. PROPER APPLICATION OF THE POLICY**

The City is dedicated to assuring fair and equitable application of this Substance Abuse Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to his/her subordinates shall be subject to disciplinary action, up to and including termination.

#### **F. TESTING FOR PROHIBITED SUBSTANCES**

Analytical urine controlled substance testing will be conducted as required under Department of

Transportation guidelines. All employees shall be subject to testing prior to employment, randomly, for reasonable suspicion, and following an accident. In addition, all employees will be tested prior to returning to duty after failing a controlled substance test. Employees who have returned to duty will be subject to unannounced follow-up tests for up to five years, as determined by an Employee Assistance Professional (EAP). Employees shall also be subject to testing on randomly selected, unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in the Department of Transportation guidelines.

The controlled substances that will be tested for include alcohol, marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the controlled substance levels present are above the minimum thresholds established in the Department of Transportation guidelines.

Any employee who has a confirmed positive controlled substance test will be removed from his/her position, informed of educational and rehabilitation program available, and evaluated by an Employee Assistance Professional (EAP).

The City affirms the need to protect individual dignity, privacy and confidentiality throughout the testing process.

**Employees may be tested under any of the following circumstances:**

**Pre-Employment Testing**

All applicants shall undergo urine controlled substance testing prior to employment. Receipt of a satisfactory test result is required prior to employment and failure of a controlled substance test will disqualify the applicant from further consideration for employment. Pre-Employment testing requirements will be conducted in compliance with current law.

**Reasonable Suspicion Testing**

All employees will be subject to urine testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance while on duty. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Adequate documentation of unsatisfactory work performance or on-the-job behavior.
2. Physical signs and symptoms consistent with prohibited substance use.
3. Occurrence of a serious or potentially serious accident that may have been caused by human error while on duty.
4. Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operation procedures.

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse.

### **Post-Accident Testing**

Employees will be required to undergo controlled substance testing if they are involved in an accident with any City equipment or City vehicle or personal vehicle when employee is driving for work related business that results in any damage, injury or fatality. This includes all employees who are on duty and operating the equipment or vehicle and any other employee whose performance could have contributed to the injury or accident. A post-accident test will be conducted if an accident results in injuries: (1) which requires medical treatment; (2) where one or more pieces of equipment or vehicles incurs damage that requires extensive repair or towing; or (3) when required by Workers' Compensation Guidelines.

Following an accident, the employee will be tested as soon as possible, but not to exceed eight hours for alcohol and 32 hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and subject to termination. Post-accident testing of employees will include not only the operation personnel, but any other covered employees whose performance could have contributed to the accident.

### **Random Testing**

Employees will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method. Each employee will have an equal chance of being tested each time selections are made. Employees will be tested either just before departure, or during duty, or just after the employee has ceased performing his/her duty.

### **Return-to-Duty Testing**

All employees who previously tested positive on a controlled substance test must test negative and be evaluated and released to duty by the Employee Assistance Professional (EAP) before returning to duty. Employees will be required to undergo unannounced follow-up controlled substance testing following returning to duty. The duration and frequency will be determined by the EAP. However, it shall not be less than 6 tests during the first 12 months, nor longer than 60 months in total, following return to duty.

### **Employee Requested Testing**

Any employee who questions the result of a required controlled substance test under Department of Transportation guidelines may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different DHHS certified laboratory. The test must be conducted on the original sample. All costs for such testing are to be paid by the employee unless the second test invalidated the original test. The employee's request for a retest must be made to the MRO within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

## **G. EMPLOYEE ASSESSMENT**

Any employee who tests positive for the presence of controlled substances will be assessed by an Employee Assistance Professional (EAP). The EAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If an employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the EAP. The cost of any rehabilitation and subsequent controlled substance testing is borne by the employee and is on a one time basis only. Employee will be immediately terminated on the occurrence of a second verified positive test result. Employees may use accumulated paid time off, vacation and floating holidays, if any, to participate in the prescribed rehabilitation program.

## H. CONTACT PERSON

Any questions regarding this policy should contact the following City representative:

Name: Liz Ehrenstrom  
Title: Human Resource Analyst II  
Address: 1735 Montgomery St., Oroville, CA 95965  
Telephone: (530) 538-2407

## I. DEFINITIONS

**ACCIDENT** - means an unintended happening or mishap where there is loss of human life (regardless of fault), bodily injury, significant property damage, or an injury as defined by Workers' Compensation Guidelines.

**ALCOHOL** - means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.

**ALCOHOL USE** - means consumption of any beverage, mixture, or preparation, including any medication containing ethyl alcohol. Since ingestion of a given amount of alcohol produces the same alcohol concentration in an individual whether the alcohol comes from a mixed drink or cough syrup, the Department of Transportation prohibits the use of any substance containing alcohol, such as prescription or over-the-counter medication or liquor-filled chocolates. Prescription medications containing alcohol may have a greater impairing affect due to the presence of other elements (e.g., antihistamines).

**CHAIN OF CUSTODY** - means the procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of collection to final disposition.

**CITY** - means the CITY OF OROVILLE.

**CITY TIME** - means any period of time in which the employee is actually performing, ready to perform, or immediately available to perform any job functions.

**COLLECTION SITE** - means a place designated by the City where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.

**CONFIRMATION TEST** - means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (CG/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

**CONTROLLED SUBSTANCE (DRUG) TEST** - A method of detecting and measuring the presence of alcohol and other controlled substances, whether legal or illegal, in a person's body. A controlled substance test may be either an initial test or confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a particular class of drug above a specified concentration level. It eliminates negative specimens from further consideration.

Controlled substances will be tested under the Department of Health and Human Services guidelines. The primary (initial or screening) controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Alcohol	0.02	grams
Amphetamines	1000	ng/ml
Barbiturates	300	ng/ml
Benzodiazepines	300	ng/ml

Cocaine Metabolites	300	ng/ml
Marijuana Metabolites	50	ng/ml
Methadone	300	ng/ml
Methaqualone	300	ng/ml
Opiates	2000	ng/ml
Phencyclidine	25	ng/ml
Propoxyphene	300	ng/ml

A confirmation drug testing is a second analytical procedure to detect the presence of a specific drug or its metabolite. The confirmation procedure is conducted independent of the initial test and uses a different technique and chemical principle in order to confirm reliability and accuracy. The confirmatory controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Alcohol	0.04	grams
Amphetamines		
Amphetamine	500	ng/ml
Methamphetamine (1)	500	ng/ml
Barbiturates	200	ng/ml
Benzodiazepines	200	ng/ml
Cocaine Metabolites (2)	150	ng/ml
Marijuana Metabolite (THC) (3)	15	ng/ml
Methadone	200	ng/ml
Methaqualone	200	ng/ml
Opiates		
Morphine	2000	ng/ml
Codeine	2000	ng/ml
6-Acetylmorphine (4)	10	ng/ml
Phencyclidine	25	ng/ml
Propoxyphene	200	ng/ml

- (1) Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml
- (2) Benzoylcegonine
- (3) Delta-9-tetrahydrocannabinol-9-carboxylic acid
- (4) Test for 6-Acetylmorphine when morphine concentration exceeds 2000 ng/ml

**COVERED EMPLOYEE** - means a person including a volunteer, applicant, or transferee, who performs a job function for the City.

**DEPARTMENT OF TRANSPORTATION GUIDELINES** - the procedures for controlled substance and alcohol testing (49 CFR Part 40) in all the transportation industries.

**DRIVER** -means any person who operates a motor vehicle. This includes full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer.

**DRUG (CONTROLLED SUBSTANCE) METABOLITE** - means the specific substance produced when the human body metabolizes (changes) a given drug (controlled substance) as it passes through the body and is excreted in urine.

**EMPLOYEE ASSISTANCE PROFESSIONAL (EAP)** - An employee assistance professional is an individual who assists the work organization, its employees and their family members with personal and behavioral problems including, but not limited to: health, marital, family, financial, alcohol, drug, legal emotional, stress, or other personal concerns which may adversely affect employee job performance and productivity.

**EMPLOYEE ASSISTANCE PROGRAM** - An employee assistance program (EAP) is a worksite based program designed to assist in the identification and resolution of productivity problems associated with employees impaired by personal concerns including, but not limited to: health, marital, family, financial, alcohol, drug, legal, emotional, stress, or other personal concerns which may adversely affect employee job performance.

The specific core activities of EAP's include:

1. Expert consultation and training to appropriate persons in the identification and resolution of job-performance issues related to the aforementioned employee personal concerns, and confidential, appropriate and timely problem assessment services;
2. Referrals for appropriate diagnosis, treatment and assistance;
3. The formation of linkages between workplace and community resources that provide such services; and w follow-up services for employees who use those services.

**EQUIPMENT** - means any and all machinery, material, gear and the like in and/or around the City plants, on City premises, or on customer property and/or premises.

**MEDICAL REVIEW OFFICER (MRO)** - means a licensed physician responsible for analyzing laboratory results generated by an employer's controlled substance (drug) testing program. The MRO is knowledgeable about substance abuse disorders and has appropriate medical training to interpret and evaluate positive test results.

**POST-ACCIDENT CONTROLLED SUBSTANCE TESTING** - conducted after accidents on employees whose performance could have contributed to the accident. For drivers this is determined by a citation for a moving traffic violation and for all fatal accidents even if the driver is not cited for a moving traffic violation. See Accident.

**PRE-EMPLOYMENT CONTROLLED SUBSTANCE TESTING** -conducted before applicants are hired or after an offer to hire, but before actually performing any functions for the first time.

**PROHIBITED DRUGS (CONTROLLED SUBSTANCES)** - means Alcohol, Marijuana, Cocaine, Opiates, Amphetamines, or Phencyclidine.

**PROHIBITED SUBSTANCES** - means and is synonymous to drug abuse and/or alcohol misuse or abuse.

**RANDOM CONTROLLED SUBSTANCE TESTING** - conducted on a random unannounced basis just before, during or just after performance of job functions.

**REASONABLE SUSPICION CONTROLLED SUBSTANCE TESTING** - conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol misuse or controlled substance abuse.

**REFUSE TO SUBMIT (TO A CONTROLLED SUBSTANCE TEST)** - means that a employee fails to provide an adequate urine sample for testing without a valid medical explanation after that employee received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior or physical absence resulting in the inability to conduct the test.)

**REHABILITATION** - The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to the EAP and participation in EAP recommendations such as

education, treatment and/or support groups to resolve personal, physical or emotional/mental problems which contributed to job problems.

**RETURN-TO-DUTY AND FOLLOW-UP CONTROLLED SUBSTANCE TESTING** - conducted when an individual who has violated the prohibited alcohol or controlled substance conduct standards returns to performing safety sensitive-duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty upon the EAP recommendation.

**RETURN-TO-DUTY AGREEMENT** - means a document agreed to and signed by the employer, employee and the Employee Assistance Professional that outlines the terms and conditions under which the employee may return to duty after having had a verified positive controlled substance test result.

**SCREENING (INITIAL) TEST** - means an immunoassay screen to eliminate negative urine specimens from further consideration.

**SUPERVISOR** -means a person in authority who has had one hour of training on the signs and symptoms of alcohol abuse and an additional hour of training on the signs and symptoms of controlled substance abuse.

**VEHICLE** - means a bus, pickup truck, van, automobile or vessel used for transportation.

**WORKERS' COMPENSATION GUIDELINES** - means the procedures for determining the eligibility for workers' compensation benefits as determined by Labor Code and resulting case law.

## APPENDIX A

### CITY OF OROVILLE EMPLOYEE FUNCTION AND/OR POSITION CLASSIFICATIONS

The CITY OF OROVILLE, as of this date has established a compelling need for the following job descriptions. The compelling need is based on clear and factual vocational assessments which strongly indicate inappropriate behavior by those employees serving in any one, or any combination of the listed jobs, may result in harm to people, the environment, public or personal property, or undesired loss of capital or goods.

<b>Job Type:</b>	<b>Compelling Need:</b>
City Administrator	Drives on City Business and makes critical independent judgment decisions
Chief of Police	Drives on City Business and makes critical independent judgment decisions
Fire Chief	Drives on City Business and makes critical independent judgment decisions
Community Services Director	Drives on City Business and makes critical independent judgment decisions
Director of Parks and Trees	Drives on City Business and makes critical independent judgment decisions
Director of Finance	Drives on City Business and makes critical independent judgment decisions
Business Assis./Housing Deve. Director	Drives on City Business and makes critical independent judgment decisions

<b>Job Type:</b>	<b>Compelling Need:</b>
Deputy Fire Chief	Drives on City Business and makes critical independent judgment decisions
Police Lieutenant	Drives on City Business and makes critical independent judgment decisions
Project Manager/Sr. Civil Engineer	Drives on City Business and makes critical independent judgment decisions
Planning Manager	Drives on City Business and makes critical independent judgment decisions
Building Official/Fire Marshall	Drives on City Business and makes critical independent judgment decisions
Battalion Chief	Drives on City Business and makes critical independent judgment decisions

Management Analyst III	Drives on City Business and makes critical independent judgment decisions
Accounting Manager	Drives on City Business and makes critical independent judgment decisions
Public Works & Parks Oper. Manager	Drives on City Business and makes critical independent judgment decisions
Human Resource Manager	Drives on City Business and makes critical independent judgment decisions

<b>Job Type:</b>	<b>Compelling Need:</b>
Assistant Civil Engineer	May Drive on City Business.
Traffic Signal Technician/Electrician	May Drive on City Business.
Building/Fire Inspector	May Drive on City Business.
Housing Development & Building Maintenance Supervisor	May Drive on City Business.
Associate Planner	May Drive on City Business.
Redevelopment Agency Coordinator	May Drive on City Business.
Administrative/Program Analyst II	May Drive on City Business.
GIS Specialist	May Drive on City Business.
Engineering Assistant	May Drive on City Business.
Code Enforcement Specialist	May Drive on City Business.
Engineering Technician	May Drive on City Business.
Program Analyst I	May Drive on City Business.
Counter Technician	May Drive on City Business.
Assistant Planner	May Drive on City Business.
Cultural Facilities Curator	May Drive on City Business.
Technical Director/Facilities Operator	May Drive on City Business.
Accounting Technician	May Drive on City Business.
Administrative Assistant	May Drive on City Business.
Staff Assistant	May Drive on City Business.
Office/Field Aid	May Drive on City Business.
Cement Finisher	May Drive on City Business.

<b>Job Type:</b>	<b>Compelling Need:</b>
Police Sergeant	Drives on City Business and makes critical independent judgment decisions
Police Detective	Drives on City Business and makes critical independent judgment decisions
Police Officer	Drives on City Business and makes critical independent judgment decisions
Code Enforcement Specialist	Drives on City Business and makes critical independent judgment decisions
Dispatcher Supervisor	Makes critical independent judgment decisions
Police Administrative Assistant	Maintain a Drug-Free Workplace
Dispatcher	Makes critical independent judgment decisions
Community Services Officer	Drives on City Business and makes critical independent judgment decisions
Police Records Technician	Maintain a Drug-Free Workplace

<b>Job Type:</b>	<b>Compelling Need:</b>
Fire Captain	Drives on City Business and makes critical independent judgment decisions
Fire Engineer	Drives on City Business and makes critical independent judgment decisions
Fire Fighter	Drives on City Business and makes critical independent judgment decisions

## **A. PROCEDURES - REASONABLE SUSPICION TESTING**

1. An employee who may possibly be under the influence of alcohol and/or controlled substances is observed by a supervisor.

Any employee may identify someone suspected of alcohol and/or controlled substance to any supervisor. Employees should realize, however, that it is against City policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee. However, the supervisor must witness first hand the employee's signs and symptoms.

2. The supervisor is then obligated to insure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the employee in question may indeed be under the influence of alcohol and/or controlled substances.
3. When the supervisor(s) suspect and believe that the employee may be under the influence of alcohol and/or controlled substances, the employee is then immediately suspended from duty (with pay) and driven by City staff (or others designated) to the City specified collection site. Because of a testing facility requirement, the employee in question must show proof of identification, such as a photo driver's license or state-issued photo identification card.

Whenever practical, an Administrator should be notified in advance of the employee being taken to the collection site.

4. At the collection site, the employee will be required to submit a urine sample to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.
5. The City will take precautions to prevent the employee being tested from going back to work and driving their own car home. Instead, the employee will be given assistance in obtaining a ride home from the collection site.
6. The employee whose controlled substance test results are verified negative will be reinstated. The employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Employee Assistance Professional who will assess the employee's condition and make a recommendation for treatment which, if accepted by the City, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the employee's termination.

## **B. PROCEDURES - RANDOM TESTING**

1. The Compliance Company notifies the supervisor to send the employee to the collection site for controlled substance testing.
2. The supervisor notifies the employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
3. At the collection site, the employee will be required to submit a urine sample to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.
4. The employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Employee Assistance Professional who will assess the employee's condition and make a recommendation for treatment which, if accepted by the City, must be followed by the employee. Failure to follow the accepted recommendations or refusal to

submit to return-to-duty and unannounced follow-up testing will result in the employee's termination.

### **C. PROCEDURES - POST ACCIDENT**

1. The employee notifies a supervisor that an accident has occurred.
2. The supervisor determines that the circumstances of the accident warrant a post-accident test. Thereafter, the supervisor directs the employee to immediately go to the collection site for controlled substance testing. Because of a testing facility requirement, the employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
3. At the collection site, the employee will be required to submit a urine sample for controlled substance testing to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.
4. An Administrator will be notified that an accident has occurred and that the employee was instructed to go to the collection site.
5. The employee whose controlled substance test results are verified negative will be reinstated. The employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Employee Assistance Professional who will assess the employee's condition and make a recommendation for treatment which, if accepted by the City, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

### **D. PROCEDURES -RETURN-TO-DUTY and FOLLOW-UP**

1. The Compliance Company notifies the City to send the employee to the collection site for controlled substance testing.
2. The supervisor notifies the employee to immediately go to the collection site for controlled substance testing. Because of a testing facility requirement, the employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
3. At the collection site, the employee will be required to submit a urine sample for controlled substance testing to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample
4. The employee whose confirmation test result is verified positive will be terminated.

### **E. PROCEDURES - CHAIN OF CUSTODY-CONTROLLED SUBSTANCE SPECIMENS**

1. At the time a specimen is collected, the employee will be given a copy of the specimen collection procedures.
2. Urine will be in a tamper-resistant urine specimen container which will remain in full view of the employee until sealed and initialed.
3. Immediately after the specimens are collected, the urine bottles will, in the presence of the employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance testing laboratory, the specimens will then be placed in the transportation container. The container will be sealed in the employee's presence and the employee will be asked to initial or sign the container. The container will be sent to the designated

testing laboratory on that day or the earliest business day by the fastest available method.

4. A chain of custody form will be completed by the on-duty technician during the specimen collection process and attached to and mailed with the specimen.

#### **F. PROCEDURES-SPECIMEN COLLECTION OF STRANGE AND/OR UNRECOGNIZABLE SUBSTANCES**

1. An employee is observed with a strange and/or unrecognizable substance.
2. The supervisor, in the presence of a witness, places the strange and/or unrecognizable substance into a clear plastic bag. The bag is sealed, labeled and signed by both the supervisor and a witness.
3. An incident report is made and signed by both the supervisor and a witness.
4. The plastic bag containing the specimen and a copy of the incident report is taken to the collection site for transportation to the laboratory for analysis.

#### **15.9 VIRTUAL PRIVATE NETWORK (VPN) POLICY STATEMENT**

(Approved by the City Council on 03/18/14 by Resolution # 8192)

This Virtual Private Network (“VPN”) Policy (“Policy”) applies to all City of Oroville (“City”) employees subject to overtime standards as provided for by law, and extends to others offered access to City resources. Please read this document carefully. Terms and conditions set forth in this Policy are expected to be followed and violation of these guidelines may lead to disciplinary action, up to and including termination. If terms and conditions set forth in this Policy are not followed, the City Council, or its designee, may limit access to the City’s VPN.

#### **Guidelines**

##### **1. Definition:**

The Virtual Private Network extends the City’s private network across a public network, such as the Internet. It enables a computer to send and receive data across shared or public networks as if that computer were directly connected to the City’s private network, while benefiting from the functionality, security and management policies of the private network. The City’s VPN allows employees to securely access the City’s intranet while traveling outside of the office.

##### **2. Acceptable Use:**

VPN is available to employees for the purpose of providing an effective method to communicate, increase productivity, perform research and obtain information that will assist in performing job related tasks. Employees shall use good judgment at all times when using the VPN.

### **3. Overtime Use:**

It is the policy of the City to avoid overtime work whenever possible. Overtime must be authorized by the department head prior to occurrence. (See Personnel Rule 8.8) This policy extends to work completed on the City's VPN. Any work conducted on the City's VPN must be completed during the normal work period. The normal work period for employees (excluding police, fire, and other specially scheduled employees) is 40 hours in a seven day shift. The normal work period for police, fire, and other specially scheduled employees is as contained in the respective MOUs of the represented groups. Work conducted on the VPN outside of the normal work period for that employee must be preapproved by the department head, and be consistent with the City's overtime policy.

## **RULE 16. VIOLATION**

### **16.1 GENERAL PROVISION**

This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code, or a Memorandum of Understanding, the City Charter, City Code, or the Memorandum of Understanding will prevail.

### **16.2 VIOLATION OF RULES**

Violations of the provisions of these rules shall be grounds for rejection, suspension, demotion, dismissal, or other disciplinary action, up to and including termination.

## **RULE 17. APPEALS**

### **17.1 GENERAL PROVISION**

This rule shall apply to all employees. Where there is a conflict with the City Charter, City Code, or a Memorandum of Understanding, the City Charter, City Code, or the Memorandum of Understanding will prevail.

### **17.2 APPEALS PROCESS**

All complaints involving a specific article of these Rules and Regulations covering the affected employee may be appealed, in writing, to the City Administrator, or if the City Administrator is the affected employee's immediate supervisor, to another designee appointed by a majority of the City Council. (Amended - Resolution 5228)

## **RULE 18. SAVINGS CLAUSE**

Should any portion of this Personnel Rules and Regulations or any provision herein contained by rendered or declared invalid by reason of existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such portion of the Personnel Rules and Regulation shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT  
TYSON PARDEE, MANAGER  
INFORMATION TECHNOLOGY DIVISION**

**RE: PURCHASE OF WIRELESS SYSTEM TO CONNECT CITY OFFICES**

**DATE: JUNE 16, 2015**

**SUMMARY**

The Council may consider the purchase of wireless devices and necessary network equipment, from the lowest responsible bidder, B & H, in the amount of \$5,400, to connect City Hall, Police Department, and the Municipal Auditorium.

**DISCUSSION**

In efforts to bring the City's network together as one network instead of two separate networks (City Hall and Police Department) the IT Division will need to connect the offices together with a high speed connection. The cheapest of the options is to go with high speed wireless. The wireless build out will be deployed in phases. This staff report will focus on phase 1.

**Phase 1: Connect City Hall and the Police Department**

Connecting the offices will allow the IT Division to centralize the network datacenter at the Police Department which is secure and has power redundancies that City Hall does not. This move will also expand the use of City owned software like Trak-it, Laserfiche, and GIS, out to the Police Department, Fire Department, and Corporation Yard. These programs currently are being used by City Hall and other offices are using them in a very limited way due to network speed issues.

**Phase 2: Connect the Municipal Auditorium**

The connection to the Municipal Auditorium will allow the new Municipal Urban Law Enforcement Officers to utilize City resources.

**Phase 3: Connect the City museums**

Connecting the City museums will allow the museums to take part in a museum inventory database, allow the IT Department to automatically update the museum passport database, and allow internet access.

## **FISCAL IMPACT**

Appropriation is available from the IT Budget, in the amount of \$5,400.

## **RECOMMENDATIONS**

Authorize the purchase of wireless devices and necessary network equipment, from the lowest responsible bidder, B & H, in the amount of \$5,400, to connect City Hall, Police Department and the Municipal Auditorium.

## **ATTACHMENTS**

Wireless Project Breakdown  
Sales Quote - B & H

Wireless

Device	Price	QTY	Total
WiFi Device**	1000	4	\$4,000.00
Cable	260	1	\$260.00
UPS	390	1	\$390.00
Switch	400	1	\$400.00
Conduit	130	1	\$130.00
Lightning Protection	55	4	\$220.00
			\$5,400.00

\*\*The initial quotes were on 6 devices but we will only need 4 for phase 1. Below are 3 different prices from 3 different companies

Wireless Device Price Quotes

Company	Price	QTY	sub-total	tax	Shipping	Total	Price per unit	New Qty	Total
B&H	\$978.00	6	\$5,868.00	\$0.00	\$0.00	\$5,868.00	\$978.00	4	\$3,912.00
Streakwave	\$929.00	6	\$5,574.00	\$418.05	\$0.00	\$5,992.05	\$998.68	4	\$3,994.70
Flytech	\$965.12	6	\$5,790.72	\$0.00	\$620.00	\$6,410.72	\$1,068.45	4	\$4,273.81



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(530)538-2493

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06/05/15	72920180	N/A	2HF	EXPEDITED DELIVERY	
Qty Ord	Item Description	SKU# MFR#	Item Price	Amount	
4	UBIQUITI AIRFIBER 1 GBPS+BACKHAUL 5GHZ/REG	UBAF5 (AF5)	978.00	3,912.00	
PLEASE NOTE: ----- ***** Buy online at BandH.com and Pick Up at NYC Super Store Please visit us at <a href="http://www.bandh.com/NYCSuperStore">www.bandh.com/NYCSuperStore</a> Certain items may be enforced by vendor to sell at the vendor-imposed price posted at the time of order.					
Payment Type -			- Amount	Sub-Total: 3,912.00	
NO PAYMENT TYPE SELECTED				Shipping: Free STND	
				Total: 3,912.00	

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
RICK WALLS, INTERIM CITY ENGINEER  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: AIRPORT CAPITAL IMPROVEMENT PLAN GRANT APPLICATIONS**

**DATE: JUNE 16, 2015**

**SUMMARY**

The Council may consider Resolutions authorizing staff to prepare grant applications for submittal to the Federal Aviation Administration (FAA) and authorizing the Mayor to execute approved FAA Grant Agreements on behalf of the City relating to the Airport Capital Improvement Program (ACIP).

**DISCUSSION**

Each year staff works with the FAA to revise the Airport Capital Improvement Program Project List for Oroville Municipal Airport. Projects on the ACIP list are eligible for FAA grant funding through the submittal of Grant applications. For this year staff intends on submitting grant applications for the following ACIP projects:

Airport Engineering Design

2-Box PAPI and REIL for Runway 02  
Construct Taxiway K

Airport Construction

2-Box PAPI and REIL for Runway 02  
Grade Safety Area Near Runway 2-20

For the above projects, the City's match will be approximately \$33,987. The FAA now requires an authorizing resolution to accompany grant applications. Furthermore, when the FAA has approved grant applications in the past and submitted them to the City for execution, a turnaround time of 1 week has been typical. Depending on when the Grant Agreement is received and the City Council meeting schedule, staff has had to request time extensions from the FAA or schedule a special Council meeting in order to execute the Grant Agreements. In order to submit executed Grant Agreements to the FAA in an accelerated manner, staff requests that the Mayor be authorized to execute FAA approved

CC-4

Grant Agreements on behalf of the City.

**FISCAL IMPACT**

The City's cost share for approved ACIP Grant Agreements are paid for from the Airport Fund.

**RECOMMENDATION**

1. Adopt Resolution No. 8375 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE AIRPORT MANAGER TO PREPARE FEDERAL AVIATION ADMINISTRATION GRANT APPLICATIONS AND AUTHORIZING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO SIGN FEDERAL AVIATION ADMINISTRATION GRANT APPLICATIONS ON BEHALF OF THE CITY.
  
2. Adopt Resolution No. 8376 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE GRANT AGREEMENTS WITH THE FEDERAL AVIATION ADMINISTRATION RELATING TO THE AIRPORT CAPITAL IMPROVEMENT PROGRAM.

**ATTACHMENTS**

Resolution No. 8375  
Resolution No. 8376

**CITY OF OROVILLE  
RESOLUTION NO. 8375**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE AIRPORT MANAGER TO PREPARE FEDERAL AVIATION ADMINISTRATION GRANT APPLICATIONS AND AUTHORIZING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO SIGN FEDERAL AVIATION ADMINISTRATION GRANT APPLICATIONS ON BEHALF OF THE CITY**

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

1. The Council authorizes the Airport Manager to prepare Federal Aviation Administration Grant Applications and authorizes the Director of Community Development to sign Federal Aviation Administration Grant Applications on behalf of the City.
  
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on June 16, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Donald L. Rust, Acting City Clerk

**CITY OF OROVILLE  
RESOLUTION NO. 8376**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE GRANT AGREEMENTS WITH THE FEDERAL AVIATION ADMINISTRATION RELATING TO THE AIRPORT CAPITAL IMPROVEMENT PROGRAM**

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

1. The Council authorizes and directs the Mayor to execute Grant Agreements with the Federal Aviation Administration.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on June 16, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Donald L. Rust, Acting City Clerk

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
LUIS A. TOPETE, ASSOCIATE PLANNER (530) 538-2408  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: INSTALLATION AND PURCHASE OF PATRIOT THEMED LIGHT POLE  
BANNERS**

**DATE: JUNE 16, 2015**

**SUMMARY**

The Council may receive an update on the City's installation of patriot themed light pole banners and a request to purchase an additional 18 banners.

**BACKGROUND**

In preparation for the Red, White and You 4<sup>th</sup> of July Fireworks Celebration, the patriot themed light pole banners have been installed, 18 in total, in and around the historic downtown area. The installation will be part of the City's sponsorship and involvement in the greater community effort to promote the City in this time of national recognition.

The City has approached the Oroville Downtown Business Association (ODBA) to gauge their interest in cooperating with the City to purchase an additional 18 banners and they have agreed to share the cost of this purchase.

The 2013 sales order for the current banners is attached and shows the 2013 pre-tax price per banner of \$78.00. The total price, including taxes and shipping, for all 18 banners was \$1,549.30. Staff is recommending the purchase of an additional 18 banners. The City has the hardware required for the installation of the 18 new banners being requested.

**FISCAL IMPACT**

Cost of staff time associated with the installation of the banners and an approximate cost of \$1,600 for an additional 18 banners.

**RECOMMENDATION**

Approve the purchase of 18 additional patriot themed light pole banners, in an approximate amount of \$1,600, with the commitment from the Oroville Downtown

CC-5

Business Association to share the cost of the purchase.

**ATTACHMENTS**

2013 Sales Order

# Street Decor, Inc.

6357 Moonridge Terrace  
Reno, NV 89523

p 888-891-7680 f 775-746-2647

<b>SALES ORDER</b>	<b>ORDER NUMBER #438</b>
--------------------	--------------------------

<b>Bill to:</b> Oroville Downtown Business Assn John Casner PO Box 2458 Oroville, CA 95965	<b>SHIP TO:</b> Oroville Fire Dept. - Downtown Business Assn. 2055 Lincoln Street Oroville, CA 95966
--	---

SALE DATE: May 6, 2013 SHIP BY: <b>May 14, 2013</b> MUST HAVE BY: <b>May 20, 2013</b>	CUSTOMER ORDER NO: Freight will be added to your invoice unless otherwise stated
---	---

Part Number	Quantity	Description	Unit Price	Extension
#002135	9	30x60, 2-ink stock patriotic	\$78.00	\$702.00
#002136	9	30x60, 2-ink stock patriotic	\$78.00	\$702.00
				\$1,404.00
California tax at 7.5%				\$105.30
Shipping				\$40.00
				<b>\$1,549.30</b>



**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: DONALD L. RUST, ACTING CITY ADMINISTRATOR  
AMY BERGSTRAND, MANAGEMENT ANALYST III**

**RE: UNDERWRITING ANALYSIS OF SIERRA HEIGHTS AFFORDABLE  
HOUSING DEVELOPMENT**

**DATE: JUNE 16, 2015**

**SUMMARY**

The City Council may receive information regarding an Agreement with Rosenow Spevacek Group Inc., in the amount of \$5,000, to assist with the underwriting analysis of the proposed Sierra Heights Affordable Housing Project.

**DISCUSSION**

On May 29, 2015, a letter of engagement was approved by the Acting City Administrator with Rosenow Spevacek Group, Inc., ("RSG") to assist the City to ascertain whether Low/Mod Income Housing Asset Funds (formerly Redevelopment Agency Housing Set-Aside) could be used in the proposed 52-unit rental project known as Sierra Heights.

When the Redevelopment Agency was dissolved in 2012, several new requirements were introduced to the city with SB341. These requirements need to be considered before any dispositions of real property held in the Housing Asset Fund. Most notably, SB 341 requires that at least 30 percent of program-related Low and Moderate Income Housing Asset Fund ("Housing Asset Fund") expenditures must be spent on extremely low income rental housing. RSG estimates the approximate cost of subsidizing an extremely low-income unit may be approximately \$81,930 per unit in Oroville today. Depending upon how many properties are sold and other Housing Asset Fund activity, it has been estimated that approximately \$200,000 may need to be spent on extremely low income rental housing by June 30, 2019 to avoid losing sale proceeds and other housing funds. SB341 requirements should be met by September 2017. If the City is unable to initiate affordable housing activities within five (5) years, the law allows for a five (5) year extension by resolution.

Staff requested the assistance from RSG to ascertain whether it should invest a portion of the city's Low and Moderate Income Housing Assets funds for the development project initiated by Willow Partners. If developed, the project would ensure that the entire project would be affordable to low and moderate income households, with an estimated 20 percent of the units restricted to extremely low-income households. Staff is interested in determining if the City's Housing Asset Funds could be an appropriate

source of capital for this project while also complying with SB341 expenditure requirements.

### **FISCAL IMPACT**

This is a public/private partnership, therefore Willow Partners has agreed to pay for 50% of the \$5,000 fee (we have already received their portion). The remaining funds will be paid from the Housing Asset Fund 141-7000-8910.

There is no impact to the General Fund.

### **RECOMMENDATIONS**

Informational only, no action required.

### **ATTACHMENTS**

None

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: BILL LA GRONE, PUBLIC SAFETY DIRECTOR**

**RE: ACCEPTANCE OF DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT ASSISTANCE PROGRAM FUNDING**

**DATE: JUNE 16, 2015**

**SUMMARY**

The Council may consider accepting Department of Alcoholic Beverage Control Grant Assistance Program funding, in the amount of \$47,660, to fund overtime activities to address alcohol related crimes and ensure compliance with the ABC Act.

**DISCUSSION**

The Oroville Police Department (OPD) sought grant funding from the Department of Alcoholic Beverage Control, Grant Assistance Program (GAP). The GAP Program provides funding directly to Police Departments for overtime activities that address the abuse of alcoholic beverages that lead to crimes, to include public drunkenness, over serving, store front advertising compliance. These activities are also designed to ensure the licensees are in compliance with the ABC Act.

On May 19, 2015, the Oroville Police Department was notified that our grant application was selected and funded in the amount of \$47,660.

This grant will allow Officers to conduct minor decoy operations, shoulder tap buy programs and special enforcement activities that will be focused at habitual inebriates. This grant contains the buy money, equipment money and overtime necessary to conduct these operations. Additionally the Department of Alcoholic Beverage Control will supply a technical expert to assist and participate in these operations. This grant funding is for the 2015/2016 fiscal year. (See attached grant application and award letter for additional details of Grant.)

**FISCAL IMPACT**

This grant will offset the impact of overtime activities focusing on alcoholic beverage abuse.

## **RECOMMENDATION**

Adopt Resolution No. 8377 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ALCOHOLIC BEVERAGE CONTROL CONTRACT, INCLUDING ANY EXTENSIONS OR AMENDMENTS THEREOF AND ANY SUBSEQUENT CONTRACT WITH THE STATE IN RELATION THERETO, IN THE AMOUNT OF \$47,660.

## **ATTACHMENTS**

Resolution No. 8377  
Alcoholic Beverage Control, Grant Assistance Program application  
Notice of Grant approval and funding

**CITY OF OROVILLE  
RESOLUTION NO. 8377**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ALCOHOLIC BEVERAGE CONTROL CONTRACT, INCLUDING ANY EXTENSIONS OR AMENDMENTS THEREOF AND ANY SUBSEQUENT CONTRACT WITH THE STATE IN RELATION THERETO, IN THE AMOUNT OF \$47,660**

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

**WHEREAS**, the Oroville Police Department desires to undertake a certain project designated as enforcement and education of the ABC Act to be funded in part from funds made available through the Grant Assistance Program (GAP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC);

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor of Oroville is authorized to execute on behalf of Oroville City Council the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

**IT IS AGREED** that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

**BE IT FURTHER RESOLVED** that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**IT IS ALSO AGREED** that this award is not subject to local hiring freezes.

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

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on June 16, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Linda L. Dahlmeier, Mayor

APPROVED TO AS FORM:

ATTEST:

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Scott E. Huber, City Attorney

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Donald Rust, Acting City Clerk

**GRANT ASSISTANCE PROGRAM (GAP)  
2015 – 2016**

**GRANT FORMS**



**EDMUND G. BROWN JR., *Governor***  
**State of California**

**ANNA M. CABALLERO, *Secretary***  
**Business, Consumer Services and Housing Agency**

**TIMOTHY GORSUCH, *Director***  
**Department of Alcoholic Beverage Control**



**State of California**  
**Department of Alcoholic Beverage Control**  
*Grant Assistance Program*

**PROPOSAL COVER SHEET**  
 (TO BE COMPLETED BY APPLICANT AGENCY)

<b>1. Name of Applicant Agency:</b> Oroville Police Department	
<b>2. Description of Applicant Agency:</b> Provide your city or county and a brief summary of department size, staffing, and structure. The Oroville Police Department serves the City of Oroville. The department is separated into the Support and Operations Division to provide specific services to community. The department consists of the Chief of Police, 1 Assistant Chief, 4 Patrol Sergeants, 1 Investigations Sergeant, 11 Patrol Officers, 2 Reserve Officers, 2 Detectives, 1 School Resource Officer, 1 Narcotics Agent, 2 Community Service Officers, 9 Police/Fire Dispatchers, 1 Administrative Records Technician and 5 Police Volunteers.	
<b>3. Number of Licenses in Project Area:</b> 94	<b>4. Population of Service Area:</b> 16,260
<b>5. Project Description:</b> Provide a list of your projects goals and objectives and briefly summarize. The Oroville Police Department will coordinate with ABC personnel to provide education and enforcement of ABC laws. Additional goals are to deter underage drinking, adults supplying alcohol to minors, public drunkenness, drunk driving, loitering, panhandling, trespassing committed by transient drunkards, disturbances/fights at local bars and other alcohol related crimes in order to advance a safer and more enjoyable community. This would be accomplished through press releases, briefing trainings. IMPACT inspections, minor decoy/shoulder tap programs, undercover and high visibility enforcement operations.	
<b>6. Funds Requested:</b> \$47,660	<b>7. Project Period:</b> July 1, 2015 – June 30, 2016
<b>8. Acceptance of Conditions:</b> By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.	
<b>A. Project Director (person having day-to-day responsibility for the project)</b>	<b>B. Chief of Police or Sheriff (authorizing official)</b>
Name: Stott, Raymond Address: 2055 Lincoln St Oroville, CA 95966 Phone: (530) 538-2448 Fax: (530) 538-2409 E. Mail Address: rstott@oropd.org Signature:	Name: Lagrone, Bill Address: 2055 Lincoln St Oroville, CA 95966 Phone: (530) 538-2451 Fax: (530) 538-2409 E. Mail Address: blagrone@oropd.org Signature:
Title: Police Officer	Title: Chief of Police
<b>C. Fiscal or Accounting Official</b>	<b>D. ABC USE ONLY</b>
Name: Address: 1735 Montgomery Street Oroville CA 95965 Phone: (530) 538-2410 Fax: (530) 538-2525 E. Mail Address: finance@cityoforoville.org Signature:	
Title: Finance Director	

# **SCOPE OF WORK**

**Maximum of 4 pages for scope of work**

**Font size no smaller than 12 pitch, standard format**

## **1. Summary**

- a. Agency Description – Describe your agency, including size, structure, staffing, demographics of jurisdiction, and number of ABC licensed locations.
- b. Funding Requested – Dollar amount requested.
- c. Goals and Objectives – List the goals and objectives of your project.
- d. Number of ABC Licensed Locations – List the number of on-sale and off-sale licenses in your jurisdiction.

## **2. Problem Statement - Describe the issues or problems to be addressed with grant funds.**

- a. Clearly identify the area to be served, any specific problem locations, any specific community concerns, and the factors contributing to the problem.

## **3. Project Description - What are the goals and objectives of the proposed project?**

- a. Describe in detail the goals and objectives you wish to accomplish.
- b. Objectives should be measurable, concise, deal with a specific item, and be realistic with a reasonable probability of achievement.
- c. You are encouraged to be creative and to state your objectives by describing them in terms of tasks that you want to accomplish.
- d. You are also encouraged to utilize ABC enforcement strategies that target the illegal purchasing of alcoholic beverages as well as the illegal sale of alcoholic beverages.

## **4. Project Personnel – Describe the staffing required to carry out the grant objectives as supported by the proposed budget.**

- a. Include the number of staff, type of staff, and staff qualifications.
- b. Include unit/division that will be responsible for the grant.
- c. Include the names, rank, and current assignment of personnel involved.

## **5. Budget**

- a. Budget Detail – A sample budget display appears in the Grantee Handbook. The budget is the basis for management, fiscal review, and audit. Project costs must be directly related to the objectives and activities of the project. The budget must be detailed and cover the entire grant period. Include only those items specifically authorized; i.e., salaries, overtime, employee benefits, travel, operating expenses, and certain items of equipment. (Refer to Grantee Handbook, Section I, for details on preparing your budget.)
- b. Other Funding Sources – Describe other funds that your Department will contribute towards the success of this project.

## SCOPE OF WORK

### 1. Summary

#### a. Agency Description

The Oroville Police Department serves the City of Oroville. The department is separated into the Support and Operations Division to provide specific services to the community. The department consists of the Chief of Police, 1 Assistant Chief, 4 Patrol Sergeants, 1 Investigations Sergeant, 11 Patrol Officers, 2 Reserve Officers, 2 Detectives, 1 School Resource Officer, 1 Narcotics Agent, 1 Traffic Officer, 2 Community Service Officers, 9 Police/Fire Dispatchers, 1 Administrative Records Technician and 5 Police Volunteers. The city has a population of 16,260 and approximately 55,000 in the greater Oroville area. The population can grow up to approximately 75,000 during summer months mainly due to out of town vacationers coming from all over the state to the Lake Oroville Recreation Area. The City of Oroville is the County seat in Butte County.

#### b. Funding Requested

The Oroville Police Department is requesting \$47,660 in grant funding to facilitate enforcement and education efforts and to equip officers in developing ongoing procedures for alcohol related offenses in the City of Oroville.

#### c. Goals and Objectives

1. Issue a press release announcing the grant program.
  2. Conduct at least two Departmental Trainings for patrol on ABC laws, enforcement strategies and provide officers with related ABC law enforcement manuals.
  3. Conduct 4 enforcement operations using the Minor Decoy or Shoulder Tap program.
  4. Have two Officers attend the ABC GAP conference.
  5. Conduct at least 5 high-visibility general enforcement operations.
  6. Conduct at least 4 IMPACT operations at on-sale and off-sale licensee locations.
  7. Assist with at least 2 ABC operations conducted by agencies with GAP grants.
  8. Conduct 1 L.E.A.D. training with ABC license holders in the City of Oroville.
  9. Conduct at least 5 plain clothes general ABC enforcement operations.
- d. Currently there are 44 on-sale and 50 off-sale licensees in the greater Oroville area.

## SCOPE OF WORK

### 2. PROBLEM STATEMENT

With the City of Oroville being the County Seat, this creates many factors and challenges to the Oroville Police Department. A large amount of the population receives some type of state or federal aid and the city is home to all of the county resources to include the jail, welfare department, social services department, probation department, mental health department etc. Additionally, the Gold Country Casino and Feather Falls Casino are both open 24 hours a day and are minutes from the city limits, along with the Lake Oroville Recreation Area. The county services, casinos and Lake Oroville significantly increases the transient population. The police departments resources are stretched thin and officers routinely respond to calls for service involving underage drinking, intoxicated persons, alcohol thefts, physical fights at bars involving intoxicated subjects and drunk drivers.

The city has a large number of blatant transient drunkards who tax police resources as they continually loiter, pan handle, trespass, camp on-site in the parking lots and disrupt the community. Several of the businesses allow this type of activity to continue as they proceed from the alcohol sales from the transients. Many transients migrate to the City of Oroville and never leave. This is based on the local Oroville Rescue Mission, Hope Center, seasonal climate and areas easily accessible for outdoor camping which are all nearby local liquor stores, gas stations, the Feather River and city parks. The police department also contends with transient alcohol related offenders who get booked into the jail from other cities in the county and then released. These offenders often remain in the city for weeks, sometimes months and their alcohol addictions are then dealt with by the Oroville Police Department when they commit fresh crimes or act in a manner which requires a police response.

The department has a very youthful group of officers assigned to patrol with limited training in ABC laws. Patrol manpower can become quickly depleted, and often we do not have the time or necessary training to address ABC related offenses. The department will receive on-going in-house training from the two officers who attend the ABC GAP grant conference and from ABC personnel. This will be accomplished during departmental training days and while working the assigned events outlined in the grant. This will afford officers of the department to have sufficient resources, training and material to actively investigate ABC law violations, rules and administrative cases.

The Feather Falls Casino and Gold Country Casino are located minutes from the city limits of Oroville and are both open 24 hours a day. Both casinos draw large crowds from all over northern California which has a 7 day a week night life activity for City of Oroville and Butte County Residents. Both casinos serve alcohol on the floor, have bars, clubs, concerts and restaurants that also serve alcohol. Many people consume alcohol in the casinos and make their way back into the city jurisdiction. This leads to drunk driving, alcohol related collisions, intoxicated pedestrian and bicycle traffic, domestic violence, noise disturbances etc. Often Oroville residents often get intoxicated at the casinos and then respond to local bars or after parties in the city limits. This leads to increased bar crowds, increased alcohol consumption, fights and loud party calls.

## SCOPE OF WORK

The downtown area of Oroville is within walking distance to the Feather River, several city parks, skateboard park, outdoor music center, frisbee disk park and public athletic fields. Most of the parks are within walking distance to several businesses that sale alcohol. These locations draw large crowds during the summer months for people who are active in outdoor activities. However these locations give rise to alcohol related offenses year round which include public consumption, drunk in public, broken glass, fights, sexual assaults, transient loitering, juvenile alcohol offenses and entering/remaining after park hours while engaged in alcohol related offenses. Many Oroville residents are afraid to go alone or bring their families to these locations due to the alcohol related issues present. This leads to numerous police calls for service, arrests and pro-active police patrol checks in these areas.

The City of Oroville hosts planned yearly downtown community events, parades and festivals which draw large crowds from city residents and others from nearby communities. This includes the Hmong New year (10,000 in attendance over 2 days), Salmon Festival, Feather Fiesta Days (Chilli Cook Off & 2 day Car Show), Lake Oroville Dam 4th of July Fireworks Show and Christmas Light Parade. Some of these events have alcohol permits issued by the city and alcohol is often a factor whether a permit is issued or not. These events require the Oroville Police Department to develop Operational Plans, dedicated officers assigned, outside agency assistance and scheduled overtime to deal with the large crowds and alcohol related issues.

The Oroville Police Department Officers have gained a great deal of knowledge over the past year in different ways to deal with problem licensees and the importance of reporting issues to the ABC District Office. Our Officers have become aware of licensee conditions and a recognition of the amount of condition violations occurring. Both reporting and edgucation for the licensees regarding condition violations needs to be a focus.

During the 2014-2015 grant year it was discovered several of the licensees in Oroville and the sourounding area have been selling drug paraphernalia, such as methamphetamine pipes. It was also discovered some licensees were operating, or allowing coin pusher slot machines in the premises.

In 2014 the Oroville Police Department responded to approximately 1000 alcohol related incidents. Loitering, disturbances and alcohol related incidents at several businesses in the city continue to be a problem. These on-going issues are known to the business owners and employees. This type of activity leads to the businesses selling alcohol to overly intoxicated subjects, which results in on-going arrests and citations at the locations. Despite the efforts to educate the licensees and employees the problems persist. With limited resources and available time small gains were made in enforcement and education during the previous grant year and a continued focus will bring further gains.

## SCOPE OF WORK

### 3. PROJECT DESCRIPTION

1. Issue a press release announcing the issuance the grant.
2. Conduct at least two departmental trainings for patrol, dispatch and community service officers on ABC laws, enforcement strategies, with the goal of educating personnel and providing them with the knowledge to effectively recognize and address alcohol related crimes.
3. Have two Officers attend the ABC conference in order to learn effective ways to enforce ABC laws, effectively conduct ABC operations and reduce the number of alcohol related offenses in the City of Oroville.
4. Conduct at least 4 IMPACT operations in an effort to work with businesses, using a community policing approach, to prevent violations and general nuisances at on sale license locations.
5. Schedule and advertise at least one LEAD training with ABC license holders in the City of Oroville. This will provide prevention and education for employees and applicants on alcohol responsibility and the law.
6. Conduct at least 4 enforcement operations using the Minor Decoy or Shoulder Tap program to prevent and deter underage drinking and adults from furnishing alcohol to minors.
7. Assist with at least 2 ABC operations conducted by agencies with GAP grants, in an effort to further our Officers knowledge and potentially gain assistance with future operations conducted in Oroville.
8. Conduct at least 5 high visibility general enforcement operations. The unit would conduct pro-active patrol at identified ABC problem premises. The goal of these operations would be to prevent and deter underage drinking, over consumption, and loitering in front of licensees.
9. Conduct at least 5 plain clothes and/or high visibility general ABC enforcement operations targeting problem areas, including problem on-sale and off-sale premises. The goal of these operations is to prevent and deter underage drinking, over consumption and other alcohol related offenses and public nuisances.

### PROJECT PERSONNEL

Members of the Patrol Division will be responsible for carrying out the grant operations. All operations will be carried out on overtime. Officer Stott was the ABC GAP project director for Oroville's 2014-2015 grant. Officer Stott will be the project director and assist on operations. Following the funding of the grant, a patrol officer will be selected as the primary officer assigned to work all ABC operations. Additional officers will assist in operations with the goal of spreading knowledge of ABC operations and how to effectively deal with ABC related licensed premises.

**BUDGET DETAIL**

**Exhibit B**

<b>BUDGET CATEGORY AND LINE-ITEM DETAIL</b>	<b>COST</b> (Round budget amounts to nearest dollar)
<b>A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)</b>	
<b>A.1 Straight Time</b>	
<b>A.2 Overtime</b> Officer \$54.27 @700 hours	\$37,989.00
<b>A.3 Benefits</b> Employee benefits estimated at 7.03%	\$2,671.00
<b>TOTAL PERSONNEL SERVICES</b>	\$40,660.00
<b>B. Operating Expenses (maximum \$2,500)</b>	
Buy money for minor decoy, shoulder tap operations, misc expenses	\$2,500.00
<b>TOTAL OPERATING EXPENSES</b>	\$2,500.00
<b>C. Equipment (maximum \$2,500)</b> (Attach receipts for all equipment purchases to monthly billing invoice)	
Wireless body mic/video recorder, surveillance binoculars, tac vests	\$2,500.00
<b>TOTAL EQUIPMENT</b>	\$2,500.00
<b>D. Travel Expense/Registration Fees (maximum \$2,000)</b> (Registration fee for July 2015 GAP Conference attendee is \$225 each)	
Lodging costs, Per Diem, Transportation costs for two attendees.	\$2,000.00
<b>TOTAL TRAVEL EXPENSE</b>	\$2,000.00
<b>TOTAL BUDGET DETAIL COST, ALL CATEGORIES</b>	\$47,660.00

### OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available. (Round all budget amounts to the nearest dollar.)

<b>BUDGET CATEGORY</b>	<b>GRANT FUNDS</b>	<b>OTHER FUNDS</b>	<b>PROGRAM TOTAL</b>
<b>Personnel Services</b>	\$40,660.00		\$40,660.00
<b>Operating Expenses</b>	\$2,500.00		\$2,500.00
<b>Travel/Registration Fees</b>	\$2,000.00		\$2,000.00
<b>Equipment</b>	\$2,500.00		\$2,500.00
<b>TOTALS</b>	\$47,660.00	\$0.00	\$47,660.00

**(This form does not become part of the contract.)**

**DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL**

3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2500



May 19, 2015

Handwritten signature: G. Brown, Jr.

Chief Bill Lagrone  
Oroville Police Department  
2055 Lincoln Street  
Oroville, CA 95966

Dear Chief Lagrone:

Congratulations! Your agency has been selected by the Department of Alcoholic Beverage Control to receive funding for your 2015/2016 GAP grant proposal in the amount of \$47,660. We look forward to working with your department to meet the goals and objectives in your proposal.

A grant contract will be forthcoming within the next couple of weeks which requires a resolution from your agency's governing body. A sample resolution was included in the Request for Proposal packet. **Due to the fact that these resolutions have to be put on your governing body's calendar, we ask that you do this as soon as possible.**

We are planning a two and a half-day training conference July 7-9, 2015, at the Embassy Suites Monterey Bay – Seaside. The conference can accommodate two attendees from each agency and it is recommended that your Project Director and the officer assigned to the grant program attend.

This conference will offer valuable training in alcohol enforcement and will also be an excellent opportunity for the officers and deputies from your agency to meet and share information with others. Attendees are encouraged to utilize a pre-registration session on Monday, July 6, from 4:00 – 5:00 p.m. in order to expedite the registration on the next day.

A block of rooms at a special conference rate of \$176.00 plus tax has been reserved for grant agency participants.<sup>1</sup> **PLEASE NOTE THAT ATTENDEES MUST MAKE RESERVATIONS BY THE HOTEL'S DEADLINE OF JUNE 12, 2015**, to guarantee the special room rate or availability. There will be a \$225.00 registration fee per person for the

<sup>1</sup> Based on the State regulations we are unable to reimburse those agencies that are within a 50 mile radius from the Embassy Suites Monterey Bay - Seaside. The distance is based on the agency's physical headquarters address. Agency(s) that fall in this category is: **Capitola Police Department**. Travel reimbursable costs for the aforementioned agency(s) will be limited to the registration fee only.

training that is reimbursable through the grant. Space at the hotel is limited and late registrants may be referred to nearby hotels.

Participants must contact the Embassy Suites Hotel **directly** to make reservations. Below are two options:

1. Online – <https://resweb.passkey.com/go/DepartmentofABC>. *This link is specific to the Alcoholic Beverage Control GAP Conference*, or
2. Call – (831) 393-1115 main desk at Embassy Suites Monterey Bay – Seaside, or 1-800-EMBASSY (800-362-2779) and ask for the **ABC Grant Assistance Program** discount rate.

**Due to the short time frame for registering at the hotel, your prompt attention is appreciated.** The special room rate will only be available until June 12, 2015, or until the group block is sold out, whichever comes first. We have also enclosed a conference registration form to be filled out and returned using the same time frame.

If you have any questions, please call Grant Coordinator Suzanne Pascual at (916) 419-2572.

Sincerely,

  
Timothy Gorsuch  
Director

Enclosure

Cc: Officer Raymond Stott, Project Director

**OROVILLE CITY COUNCIL/OROVILLE SUCCESSOR AGENCY  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
CHAIRPERSON AND COMMISSIONERS**

**FROM: DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT;  
AMY BERGSTRAND, MANAGEMENT ANALYST III  
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT  
DEPARTMENT**

**RE: 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION**

**DATE: JUNE 16, 2015**

**SUMMARY**

Council:

The Council may consider the submittal of an Application to the State Department of Housing and Community Development for 2015 Home Investment Partnerships (HOME) Program funding.

Successor Agency (SA):

The Commission may consider committing Housing Program Funds, equaling \$75,000, for additional administrative support for HOME program activities.

**DISCUSSION**

The State Department of Housing and Community Development released a Notice of Funding Availability (NOFA) on May 15, 2015, requesting applications for funding from the Home Investment Partnerships Program 2015 HOME NOFA. The final date for application submittal is no later than 5:00 p.m. on July 15, 2015.

The HOME Program offers a broad range of eligible activities as follows:

1. Multifamily (new construction; moderate or substantial rehabilitation; or acquisition);
2. Owner-occupied rehabilitation;
3. First time home buyer (acquisition only; acquisition and rehabilitation; or new construction);
4. Tenant-based rental assistance.

Upon authorization by the Council, staff will submit an application requesting \$1,000,000 in HOME funds to be used to provide first-time home buyer mortgage assistance.

Supplemental funding for general administration and activity delivery is necessary to ensure the successful implementation of the proposed activities. Therefore, staff is proposing that SA Housing Program funds be used to fund a portion of the administration and activity delivery expenses associated with the proposed HOME grant funds as follows:

- General Administrative expense \$25,000
- Activity Delivery expense \$50,000

The aforementioned costs generally span a two-year period. The following is the HOME Program budget, illustrating the breakdown between HOME funds and Housing Program Funds:

Funding Source	Use of Funds	Amount
HOME Program	General Administration	\$25,000
HOME	FTHB Program Loans	\$911,625
HOME	FTHB Activity Delivery	\$63,375
Housing Program Funds(SA)	Administration (Gen.)	\$25,000
Housing Program Funds SA)	Activity Delivery	\$50,000
<b>TOTAL</b>		<b>\$1,075,000</b>

The 25% cash match requirement for HOME Program activities has been waived for the 2015 funding round.

Following are the primary activity components associated with this HOME program application:

First Time Home Buyer Down Payment Assistance

1. Down payment and closing cost assistance
2. To reduce monthly debt service on a first mortgage originated by a private lender
3. Activity delivery costs.

The program will include varying amounts of mortgage subsidy assistance, based on household income, up to a maximum of 45% of the value of the home.

### Income Limits

Household income will be restricted to 80% or less of Butte County area median income as established by the Department of Housing and Urban Development.

The 2015 HOME Application will be available for review in the Business Assistance and Housing Development Department.

### **FISCAL IMPACT**

Should this grant be awarded the fiscal impact will be addressed when the budget is established for this activity.

### **RECOMMENDATION**

#### Council:

Adopt Resolution No. 8378 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING, AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM.

#### Commission:

Adopt Resolution No. 15-10 - A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY COMMITTING SUCCESSOR AGENCY HOUSING PROGRAM FUNDS, IN THE AMOUNT OF \$75,000, TO BE USED AS LEVERAGE MATCH FOR THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM.

### **ATTACHMENTS**

Resolution No. 8378  
Resolution No. 15-10

**CITY OF OROVILLE  
RESOLUTION NO. 8378**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OTHER RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIP PROGRAM**

**WHEREAS:**

- A. The California Department of Housing and Community Development ("the Department") is authorized to allocate HOME Investment Partnership Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulation set forth in Title 24 of the Code of Federal Regulations, Part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.
- B. On May 15, 2015, the Department issues a 2015 Notice of Funding Availability announcing the availability of funds under the HOME program ( the"NOFA").
- C. In response to the 2015 NOFA, the City of Oroville, a municipal corporation, of the State of California, (the "Applicant"), wishes to apply to the Department for, and receive an allocation of, HOME funds.

**IT IS NOW THEREFORE RESOLVED THAT:**

1. In response to the 2015 NOFA, the applicant shall submit an application to the Department to participate in the HOME Program and for an allocation of funds not to exceed One Million Dollars (\$1,000,000.00) for the following activities and/or programs.

*To provide gap financing to low-income, first-time homebuyers to assist with the acquisition of single-family homes within the city-limits of Oroville.*

2. If the application for funding is approve, then the Applicant hereby agrees to the use of HOME funds for eligible activities in the manner presented in it's application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant may also execute a standard agreement, any amendments thereto, and any and all other documents of instruments necessary or required by the Department of HUD for participation in the HOME program (collectively, the required documents).

3. The applicant authorizes City Administrator and/or Mayor to execute, in the name of the Applicant, the application, the standard agreement, and any amendments thereto; the City of Oroville authorizes the City Administrator and/or Management Analyst III to execute environmental certifications and all other documents required by the Department of HUD for participation in the HOME Investment Partnerships Program; the Applicant further authorizes the Finance Director and/or designee to execute in the name of the Applicant, drawdown requests, quarterly performance reports, annual performance reports, and amendments thereto.
4. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on June 16, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Donald Rust, Acting City Clerk

**OROVILLE CITY COUNCIL/OROVILLE SUCCESSOR AGENCY  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
CHAIRPERSON AND COMMISSIONERS**

**FROM: DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT;  
AMY BERGSTRAND, MANAGEMENT ANALYST III,  
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT  
DEPARTMENT**

**RE: 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM  
RENTAL PROJECT APPLICATION**

**DATE: JUNE 16, 2015**

**SUMMARY**

Council:

The Council may consider the submittal of a Rental Project Application to the State Department of Housing and Community Development for 2015 Home Investment Partnerships (HOME) Program funds.

Successor Agency (SA):

The Commission may consider committing Housing Program funds, equaling \$75,000, to provide additional administrative support for the HOME Program Rental Project activities.

**DISCUSSION**

The State Department of Housing and Community Development released a Notice of Funding Availability (NOFA) dated May 15, 2015 requesting rental project applications for funding from the Home Investment Partnerships Program. The final date for application submittal is no later than 5:00 p.m. on July 15, 2015.

To be eligible for funding under this NOFA, a rental project application must be for one of the following types.

1. Rental New Construction Project -- development of a specific multi-family project on specific site by a specific developer.
2. Rental Rehabilitation or Acquisition/Rehabilitation Project -- funds provided to acquire a specific rental project, rehabilitate a specific rental

project without a transfer of ownership, or acquire and rehabilitate a specific rental project.

Business Assistance and Housing Development staff proposes to submit an application to the California State Department of Housing and Community Development for \$4,600,000 on behalf of Willow Partners, LLC. for the development of the 52-unit Rental New Construction (Sierra Heights) Project for seniors to be located in the City of Oroville. The funding will be used for permanent financing once the project has been constructed. The proposed rental new construction project (located off of Executive Parkway and Hillview Ridge Lane) will provide affordable housing to low-and lower income senior households. Home Investment Partnerships Program funds will be used to provide spacious and pleasant accommodations and help to ensure that rents remain affordable (see attached Project Narrative).

Upon authorization by the City Council, Willow Partners, LLC. will prepare the application requesting \$4,600,000 on behalf of the City of Oroville with oversight by the Management Analyst III in the Business Assistance and Housing Development Department.

All match requirements are waived for applications submitted under this NOFA.

Supplemental funding for general administration and activity delivery is necessary to ensure the successful implementation of the proposed activity. Therefore, staff is proposing that the SA Housing Program Fund be used to fund a portion of the administration and activity delivery expenses associated with the proposed HOME grant funds as follows:

- General Administrative expense \$25,000
- Activity Delivery expense \$50,000

The aforementioned costs generally span a three-year period. The following is the Rental Project HOME Program budget, illustrating the breakdown between HOME funds and City Revolving Loan match funds:

Funding Source	Use of Funds	Amount
HOME Loan	Multi-Family Rental Project	\$4,500,000.00
HOME	Administration (Gen.)	\$ 50,000.00
HOME	Activity Delivery	\$ 50,000.00
SA Housing Program Fund	Administration (Gen.)	\$ 25,000.00
SA Housing Program Fund	Activity Delivery	\$ 50,000.00
<b>TOTAL</b>		<b>\$4,675,000.00</b>

Income Limits

Household income will be restricted to 80% or less of Butte County area median income as established by Housing and Urban Development.

**FISCAL IMPACT**

Should this grant be awarded, the fiscal impact will be addressed when the budget is established for this activity.

**RECOMMENDATION**

Council:

Adopt Resolution No. 8379 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM.

Commission:

Adopt Resolution No. 15-11 - A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY AUTHORIZING THE COMMITMENT OF HOUSING PROGRAM FUNDS, EQUALING \$75,000, TO BE USED AS MATCH FOR THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM.

**ATTACHEMNTS:**

- Resolution No. 8379
- Resolution No. 15-11
- Project Narrative

**CITY OF OROVILLE  
RESOLUTION NO. 8379**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OTHER RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIP PROGRAM**

**WHEREAS:**

- A. The California Department of Housing and Community Development ("the Department") is authorized to allocate HOME Investment Partnership Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulation set forth in Title 24 of the Code of Federal Regulations, Part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.
- B. On May 15, 2015, the Department issues a 2015 Notice of Funding Availability announcing the availability of funds under the HOME program ( the"NOFA").
- C. In response to the 2015 NOFA, the City of Oroville, a municipal corporation, subdivisions of the State of California, (the "Applicant"), wishes to apply to the Department for, and receive an allocation of, HOME funds.

**IT IS NOW THEREFORE RESOLVED THAT:**

1. In response to the 2015 NOFA, the applicant shall submit an application to the Department to participate in the HOME Program and for an allocation of funds not to exceed Four Million Six Hundred Thousand Dollars (\$4,600,000.00) for the following activities and/or programs.

*Construction of 52 residential apartments consisting of one and two bedroom dwellings known as the Sierra Heights to be located on the corner of Executive Parkway and Hillview Ridge Lane in the City of Oroville. The project includes construction of dwelling units, parking, community building, swimming pool, laundry facility and landscaped grounds.*

2. If the application for funding is approve, then the Applicant hereby agrees to the use of HOME funds for eligible activities in the manner presented in it's application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant may also execute a standard

agreement, any amendments thereto, and any and all other documents of instruments necessary or required by the Department of HUD for participation in the HOME program (collectively, the required documents).

3. The applicant authorizes City Administrator and/or Mayor to execute, in the name of the Applicant, the application, the standard agreement, and any amendments thereto; the City of Oroville authorizes the City Administrator and/or Management Analyst III to execute environmental certifications and all other documents required by the Department of HUD for participation in the HOME Investment Partnerships Program; the Applicant further authorizes the Finance Director and/or designee to execute in the name of the Applicant, drawdown requests, quarterly performance reports, annual performance reports, and amendments thereto.
4. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on June 16, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Donald Rust, Acting City Clerk

## Sierra Heights Project Summary

The Sierra Heights Senior Apartments are designed to offer qualify affordable housing for seniors while overlooking the historic mining town of Oroville California. Located on a rise adjacent to the hospital Sierra Heights will be laid out on a 6.35 acre site on the corner of Executive Parkway and Hillview Ridge lane. As Hillview Ridge wines up the slope the property will offer three sets of buildings each with its own parking area and unique floor plans. The site will be professionally landscaped and encourage relaxation and comfort for the residents.

The property will cost approximately \$10,500,000 to develop. The funding will include equity from the sale of tax credits along with deferred developer fee, tax exempt bond financing and federal HOME funds. We are applying for HOME funds of \$4,600,000 which would be funded to the City of Oroville. The HOME program is an open competition with other communities throughout the State. If the funds are granted, they will be used for the construction of the Sierra Heights apartments and fund administrative costs for the City.

The first set of apartments as Hillview Ridge climbs will be composed of 19 units and will include a 735 sq. ft. community building for resident activities and social events. This first building group will have its own parking area for easy resident access and the building will include an elevator.

The second group of buildings further up the slope will offer 15 apartments units and also include an elevator for easy access to the second floors. The third building group will be located on the top of the ridge and will offer 18 apartment units and include a 1,936 sq. ft. community space. The community building will include rental offices, a full kitchen adjacent to a large meeting room/ living space and a computer learning center. Above the community building will be the onsite manager's apartment unit. The community building will be at the center of property activities and will overlook the beautifully hardscaped pool area that the apartments will surround. Movie nights and holiday get togethers along with educational activities will all be held in the community center. The community room will also be made available to residents for private parties and gatherings.

The property will offer low cost housing to qualified residents with spacious one bedroom units ranging in size from 653-765 sq. ft. The two bedroom units will be 883 sq. ft. and will be ideal for couples and single residents with a caretaker. Rental rates for the one bedroom units will range from \$270-\$537 and for the two bedroom units rents will range from \$322-\$707.

All the apartments will be designed with open floor plan and offer high quality tile flooring in the kitchens, living room, bathroom and hallways with the bedrooms carpeted. Bedrooms will include walk-in closets and each unit will have a patio or balcony for private open space.

Willow Partners is proud to propose the Sierra Heights Apartments designed to offer all the amenities of upscale market rate housing without the high cost. The seniors of Oroville will be the beneficiaries of this unique senior community.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**  
**FROM: RUTH WRIGHT, FINANCE DIRECTOR**  
**RE: CONTRACT FOR SERVICES WITH MGT OF AMERICA, INC.**  
**DATE: JUNE 2, 2015**

**SUMMARY**

The Council may consider entering into a three year Contract Agreement for services with MGT of America, Inc.

**DISCUSSION**

The City files annual State Mandated Cost Claims for reimbursement of increased costs mandated by the State.

The concept of State reimbursement to local agencies and school districts for State-mandated activities originated with the Property Tax Relief Act of 1972 (SB 90, Stats. 1972, ch. 1406). The primary purpose of SB 90 was to limit the ability of local agencies and school districts to levy taxes. To offset these limitations, the Legislature declared its intent to reimburse local agencies and school districts for the costs of new programs or increased levels of service mandated by State government.

Through a series of changes, the mandate reimbursement process has evolved into their current forms, establishing the process for obtaining possible reimbursement.

Historically, the City has contracted with outside service providers to complete the claiming process. For the last three years the City has contracted with MGT of America, Inc.

MGT has offered us the same fixed fee as the previous contract with no increase in price. In addition to the claiming process MGT provides training for the City staff and on-going support and liaison with State Officials at no additional charge.

**FISCAL IMPACT**

MGT contract is for \$2,800 per year, for three years, with the option of two additional years.

**RECOMMENDATION**

**FINANCE**

CC-10

Adopt Resolution No. 8380 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A THREE YEAR CONTRACT FOR SERVICES WITH MGT OF AMERICA, INC. IN THE AMOUNT OF \$2,800 PER YEAR, FOR ANNUAL STATE MANDATED COST CLAIMS SERVICES – (Agreement No. 3128).

**ATTACHMENTS**

Resolution No. 8380  
Agreement No. 3128

**CITY OF OROVILLE  
RESOLUTION NO. 8380**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A THREE YEAR CONTRACT FOR SERVICES WITH MGT OF AMERICA, INC., IN THE AMOUNT OF \$2,800 PER YEAR, FOR ANNUAL STATE MANDATED COST CLAIMS SERVICES**

**(Agreement No. 3128)**

Be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a three year Contract for Services with MGT of America, Inc., in the amount of \$2,800 per year, for annual State Mandated Cost Claims Services. A copy of the Agreement is attached as Exhibit A.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on June 16, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Donald Rust, Acting City Clerk

---

## CONTRACT FOR SERVICES

**By and Between  
City of Oroville  
and  
MGT of America, Inc.**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015 by the City of Oroville, hereinafter referred to as "Client", and MGT of America, Inc., hereinafter referred to as "MGT".

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

### I. SERVICES

MGT will provide those services as outlined in its proposal letter to Client specified in this agreement, attached hereto and incorporated herein as Exhibit "A". Specific scope of services are as follows:

- a) Prepare and file eligible SB 90 claims for annual claims due on February 15 of each year listed in Section II TIMETABLE. Claims must exceed \$1,000 to be eligible to file with the State.
- b) Prepare and file eligible SB 90 claims for all new, or first-time mandates, which have claiming instructions issued by the State Controller's office during the State's 2015-16, 2016-17, and 2017-18 fiscal year. Claims must exceed \$1,000 to be eligible to file with the State.
- c) Prepare indirect cost rate proposals to accompany all claims if the resulting rate is above 10%.
- d) Provide information to the City about new claiming opportunities in a timely manner.
- e) Provide liaison services between the City and the State Controller for all claims filed by the MGT that are contested by the State Controller either through desk review or field audit.
- f) Assist with payment tracking and SB 90 claim tracking and coordination.

### II. TIMETABLE

#### a) Initial Term

The term of this agreement is three fiscal years. It is anticipated that all work for the initial period will commence on July 1, 2015 and will be completed by June 30, 2018. The claims filed in II(a) are for FY 2014-15, 2015-16, and 2016-17 during the initial contract period.

#### b) Renewal Period

The terms of this agreement may be renewed for two additional fiscal years at the City's option. The additional term of services would be from July 1, 2018 to June 30th, 2019, as well as outlined in Section III Payment for July 1, 2019 to June 30<sup>th</sup>, 2020. The claims filed in item II(b) are for FY 2017-2018 and FY 2018-2019 during the renewal periods. The City may choose to cancel this provision at any time.

**III. PAYMENT**

In consideration for the services rendered by MGT pursuant to this agreement, Client agrees to pay MGT upon completion of the following:

MGT will complete and file all eligible annual claims that are due on February 15, 2016, as well as all new, or first-time claims for which claiming instructions are issued during the 2015-16 fiscal year for the following fee. Each successive fiscal year will follow the same schedule as follows:

**Fixed Fee Each Year of Term**

FISCAL YEAR	PROPOSED FEE	PAYMENT TERMS
2014-15 Annual Claims & New Claims issued during 2015-16	\$2,800 fixed fee	Payable in two payments: 50% invoiced on 9/15/15 and 50% on 2/15/16
2015-16 Annual Claims & New Claims issued during 2016-17	\$2,800 fixed fee	Payable in two payments: 50% invoiced on 9/15/16 and 50% on 2/15/17
2016-17 Annual Claims & New Claims issued during 2017-18	\$2,800 fixed fee	Payable in two payments: 50% invoiced on 9/15/17 and 50% on 2/15/18

**Fixed Fee Each Year of Renewal Period**

FISCAL YEAR	PROPOSED FEE	PAYMENT TERMS
2017-18 Annual Claims New Claims issued during 2018-19	\$2,800 fixed fee	Payable in two payments: 50% invoiced on 9/15/18 and 50% on 2/15/19
2018-19 Annual Claims New Claims issued during 2019-20	\$2,800 fixed fee	Payable in two payments: 50% invoiced on 9/15/19 and 50% on 2/15/20

This fee is all inclusive (no expenses will be charged to the City for this part of the engagement). There are no caps on number of claims, audit support, or site meetings/visits.

**IV. CLIENT RESPONSIBILITY**

- a) Furnish Consultant with all available and necessary information, data, worksheets, and documentation necessary for Consultant to perform the services hereunder in a timely fashion. Consultant shall assume all data is accurate and, if supplied in a timely manner, will file the claims in a timely manner.
- b) Cooperate with Consultant in carrying out the work herein.



- 
- c) Provide adequate staff for liaison with the Consultant for each affected department.
  - d) Develop and maintain source documentation sufficient to support SB 90 claims that are filed with the State for a period of at least three (3) years after the last date of claim payment or filing.

#### V. CONSULTANT LIABILITY

The Consultant will assume all data supplied by the City is accurate and correct. Any subsequent disallowance of funds paid to the City pursuant to the SB 90 claims filed under this agreement is the sole responsibility of the City. In any event, the Consultant's total liability under this agreement shall not exceed the compensation received by the Consultant for work pursuant to this agreement.

#### VI. MODIFICATION

The Client and MGT may, by mutual agreement, modify this Contract. Any modification must be in writing and must be signed by the Contractor's principal agent and the Client's designate.

#### VII. GENERAL TERMS AND CONDITIONS

No alteration or variation of this Contract and no understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

The parties hereby agree that no person shall, on the grounds of race, color, creed national origin, religion, disability, or sex, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Contract.

#### VIII. CANCELLATION

The Client and MGT shall have the right to terminate this Contract at any time before the date of completion: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, MGT shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

#### IX. CONTRACTOR EMPLOYEES

In performance of this Contract, MGT and any agent or employee of the MGT shall act in an independent capacity and not as an officer or employee or agent of the Client, nor shall any party be covered under the Client's personnel rules and regulations. The Client shall have no responsibility for deductions or contributions to Social Security, unemployment insurance, or any other benefits, nor shall income tax be withheld.

**X. PROJECT MANAGER**

Diona LaChapelle of MGT shall act as Project Manager and primary contact to the Client. Contact information is as follows:

2251 Harvard Street, Suite 134  
Sacramento, CA 95815  
Phone 916-443-3411  
Fax 916-443-1766  
EMAIL: dlachape@mgtamer.com

**XI. LEGAL REQUIREMENTS**

It is agreed that for the duration of this agreement, MGT and Client will comply with all applicable laws and regulations of the State of California, State of Florida and the federal government, including but not limited to, the Equal Employment Opportunity Act, the Occupational Safety and Health Act and audit requirements.

**XII. METHOD & PLACE OF GIVING NOTICE, SUBMITTING BILLS & MAKING PAYMENTS**

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

**TO CITY/COUNTY/DISTRICT:**  
Ms. Ruth Wright, Finance Director  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

**TO CONSULTANT:**  
Mr. Brad Burgess,  
Executive Vice President, Financial Services  
MGT of America, Inc.  
2251 Harvard Street, Suite #134  
Sacramento, CA 95815

**XIII. SIGNATURES & APPROVAL**

**CITY OF OROVILLE**

**Signature:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Address:** 1735 Montgomery St.  
Oroville, CA 95965

**Telephone**

**FEID:**

**Date:** \_\_\_\_\_, 2015

**MGT OF AMERICA, INC.**

**Signature:** \_\_\_\_\_

**Name:** J. BRADLEY BURGESS

**Title:** EXEC. VICE PRESIDENT

**Address:** 2251 Harvard Street, Suite #134  
Sacramento, CA 95815

**Telephone:** 916-595-2646

**FEID:** #59-1576733

**Date:** \_\_\_\_\_, 2015



**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
RICK WALLS, INTERIM CITY ENGINEER  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: WASTEWATER TREATMENT RATE INCREASES FOR THE SEWERAGE  
COMMISSION-OROVILLE REGION**

**DATE: JUNE 16, 2015**

**SUMMARY**

The Council may conduct a public hearing to consider wastewater treatment service rate increases requested by the Sewerage Commission-Oroville Region (SC-OR).

**DISCUSSION**

In March 2015, staff was informed by SC-OR of the need to increase sewer treatment rates in order to comply with new ammonia treatment standards enforced by the Central Valley Regional Water Control Board. The rate increases are also necessary to fund recent cost increases for utilities and treatment chemicals. Staff prepare a Proposition 218 "Notice of Sewer Treatment Rate Increases" that was mailed to all of the City's 3,886 customers on April 24, 2015. The Notice summarized both SC-OR's proposed rate increases and City's sewer collection rates so that customers would be informed of the total rates for sewer service. As of June 5, 2015, the City has received 20 written protests to the rate increases. The rate increase Notice contained the following rates summary:

**SUMMARY OF MONTHLY WASTEWATER TREATMENT AND COLLECTION RATES**

Fiscal Year	Wastewater Treatment (SC-OR)	Wastewater Collection (City)	Total Rates Combined
2014 - 2015 (Current)	\$8.60	\$20.99	\$29.59
2015 - 2016	\$10.35	\$23.56	\$33.91
2016 - 2017	\$11.35	\$25.12	\$36.47
2017 - 2018	\$11.85	\$25.12	\$36.97

The proposed rate increases will increase the monthly rate for sewer treatment from \$8.60 to \$11.85 over a 3 year period. These rate increases are projected to generate approximately \$700,000 to be used toward funding plant operations and design and permitting work for the ammonia treatment upgrades.

### **FISCAL IMPACT**

None to the City General Fund – Revenue from the rate increases will be passed on from the City to SC-OR through the property tax bills.

### **RECOMMENDATION**

Adopt Resolution No. 8321 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CERTIFICATION WITH THE BUTTE COUNTY AUDITOR CERTIFYING THAT THE SEWERAGE COMMISSION- OROVILLE REGION SEWER TREATMENT CHARGES TO BE LEVIED ON THE 2015/16 TAX ROLL ARE IN COMPLIANCE WITH PROPOSITION 218.

### **ATTACHMENTS**

Resolution No. 8321  
Public Hearing Notice

**CITY OF OROVILLE  
RESOLUTION NO. 8381**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CERTIFICATION WITH THE BUTTE COUNTY AUDITOR CERTIFYING THAT THE SEWERAGE COMMISSION-OROVILLE REGION SEWER TREATMENT CHARGES TO BE LEVIED ON THE 2015/16 TAX ROLL ARE IN COMPLIANCE WITH PROPOSITION 218**

**WHEREAS**, the Butte County Auditor requires certification from the City Council

**NOW, THEREFORE** the Oroville City Council does ordain as follows:

- SECTION 1**           The City of Oroville has complied with all laws pertaining to the levy for SC-OR sewer treatment charges for fiscal years 2015/16 through 2017/18.
- SECTION 2**           The charge being levied is in accordance with benefit incurred to each parcel without regard to the valuation of the property.
- SECTION 3**           The charge is being added in accordance with Resolution No. 8381.
- SECTION 4**           The charges contained in the electronic media are hereby levied.
- SECTION 5**           The Mayor is hereby authorized to sign the Proposition 218 Certification of Tax Bill Levy for SC-OR sewer treatment charges levied on the 2015/16 tax rolls.
- SECTION 6**           The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on June 16, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED TO AS FORM:

ATTEST:

\_\_\_\_\_  
Sean D. De Burgh, Deputy City Attorney

\_\_\_\_\_  
Donald L. Rust, Acting City Clerk



## NOTICE OF SEWER TREATMENT RATE INCREASES

April 15, 2015

To our valued customers:

**BACKGROUND:** The Sewerage Commission – Oroville Region (SC-OR) operates and maintains the Oroville area wastewater treatment plant under the authority of a Joint Powers Agreement between the City of Oroville (City), Lake Oroville Area Public Utility District and the Thermalito Water and Sewer District. The City bills wastewater customers for the sewer collection and treatment services provided by the City and SC-OR through sewer service billings placed on property tax bills.

SC-OR has been experiencing increasing wastewater treatment costs. Regulatory changes have created new discharge requirements that are more restrictive for wastewater discharges to freshwater. Currently the SC-OR wastewater treatment plant is not capable of meeting the more stringent effluent limits, requiring improvements to the plant. Compliance with the new standards is mandatory, with significant penalties for noncompliance.

**PUBLIC HEARING:** Notice is hereby given that the City of Oroville will hold a public hearing on June 16, 2015, at 6:00 p.m. at 1735 Montgomery Street, Oroville, CA 95966 to consider proposed increases to the monthly sewer rates for fiscal years 2015 – 2016, 2016 – 2017 and 2017 – 2018.

**REASON FOR INCREASE:** The proposed increase is necessary to fund operations and capital improvements for the SC-OR wastewater treatment plant.

**CURRENT AND PROPOSED 2015 CHARGES:** The current monthly charge for sewer treatment service is \$8.60 per Equivalent Dwelling Unit (EDU). SC-OR proposes to increase the monthly charge to \$10.35 per EDU starting on July 1, 2015.

**SUBSEQUENT YEARLY INCREASES:** SC-OR proposes to increase the monthly charge to \$11.35 per EDU starting July 1, 2016 and an increase to \$11.85 per EDU starting July 1, 2017.

**BASIS FOR THE CHARGES.** The charges are based on estimated revenues necessary to fund operating expenses and some of the projected capital costs, engineering, environmental, administrative and legal costs necessary for improvements to the plant to meet proposed permit requirements issued by the Central Valley Regional Water Quality Control Board. The reasons for the proposed increases in SC-OR related charges are more fully set forth in a Monthly EDU Charge Analysis dated January 22, 2015, prepared for SC-OR by NorthStar Engineering. Copies of the Analysis are available at Oroville City Hall located at 1735 Montgomery Street, Oroville, California.

**PROPOSITION 218 - WRITTEN PROTEST.** Proposition 218 permits one written protest per parcel to be considered by the City at the public hearing. Consistent with Proposition 218, notice of the public hearing has been sent to all record owners of parcels served by the City of Oroville whose names and addresses appear on the last equalized secured Butte County property tax assessment roll. To be valid, written protests must be received prior to the close of the public hearing on June 16, 2015.

By Mail or In Person:  
City Clerk  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95966

A valid protest must include:

1. The name of the record owner; and
2. Identification of the property by either assessor's parcel number or street address; and
3. A statement of protest (" I/we protest" will suffice); and
4. The original signature of the protesting owner or tenant.



SC-OR's wastewater treatment rates are in addition to the City's sewer service rates which are used to maintain the City's 60 miles of sewer collection pipes. A summary of SC-OR's proposed treatment rate increases, combined with the City's collection rates (total charges) are shown below.

QUESTIONS & MORE INFORMATION. If you have questions or want more information, please call the City of Oroville at (530) 538-2420.

**SUMMARY OF MONTHLY WASTEWATER TREATMENT AND COLLECTION RATES**

Fiscal Year	Wastewater Treatment (SC-OR)	Wastewater Collection (City)	Total Rates Combined
2014 – 2015 (Current)	\$8.60	\$20.99	\$29.59
2015 - 2016	\$10.35	\$23.56	\$33.91
2016 – 2017	\$11.35	\$25.12	\$36.47
2017 - 2018	\$11.85	\$25.12	\$36.97

Notes

1. The above monthly rates are per Equivalent Dwelling Unit (EDU).
2. The City's monthly wastewater collection rate for FY 2015 – 2016 was previously approved by the City Council on August 26, 2013.
3. The City's proposed monthly wastewater collection rate for FY 2016 – 2017 has not been approved at this time. The City's rate for FY 2016 – 2017 will be considered during the FY 2016 – 2017 budget process.

**OROVILLE CITY COUNCIL/OROVILLE PUBLIC FINANCING AUTHORITY  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
CHAIRPERSON AND COMMISSIONERS**

**FROM: RUTH WRIGHT, FINANCE DIRECTOR;**

**RE: 2015/2016 PRELIMINARY ANNUAL BUDGET**

**DATE: JUNE 16, 2015**

**SUMMARY**

The Council/Commission will conduct a public hearing relating to the 2015/2016 Preliminary Annual Budget which was received by the Council on May 26, 2015. *(The Adopted Budget is required to be approved at the July 7, 2015 regular Council meeting.)*

**DISCUSSION**

The Council will receive a revised Preliminary Budget at the June 2, 2015 regular meeting, which will reflect updated staff analysis and recommendations, as well as additional direction given to staff during the May 26, 2015 Budget Workshop. Staff will be backing the 2015/16 Preliminary Annual Budget for a public hearing on June 16, 2015. The document approved July 7, 2015, will be the City's working Budget. Staff will review the Budget quarterly with Council during the October 20, 2015, January 19, 2016, and April 19, 2016 City Council meeting.

**FISCAL IMPACT**

Staff time to prepare and process the City's Annual Budget

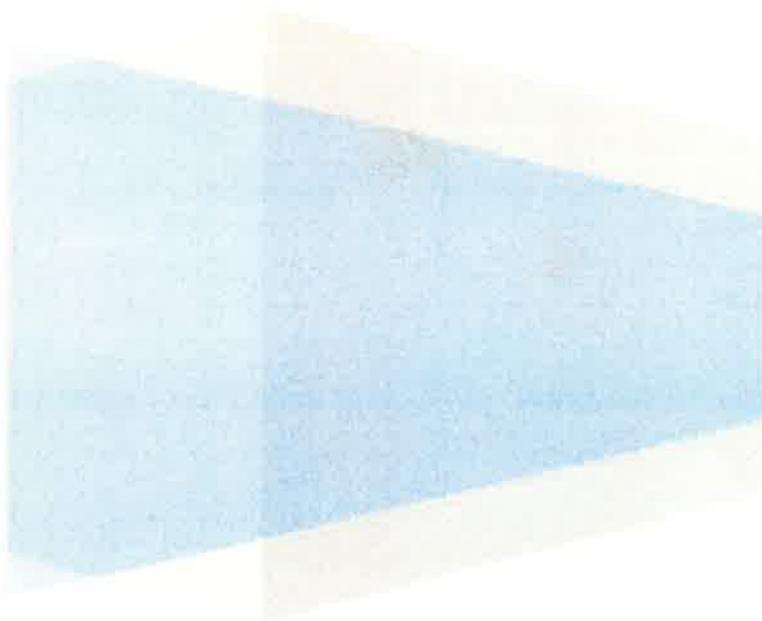
**RECOMMENDATIONS**

Approve the City's 2015/2016 Preliminary Annual Budget.

**ATTACHMENTS**

Preliminary 2015-2016 Budget  
Public Hearing Notice

**CITY OF OROVILLE  
PRELIMINARY ANNUAL  
BUDGET  
2015-2016**



**CITY OF OROVILLE /  
SUCCESSOR AGENCY**

**PRELIMINARY BUDGET 2015-2016**

**CITY COUNCIL**

Mayor, **Linda Dahlmeier**

Vice Mayor, **Thil Wilcox**

Council Member, **Jack Berry**

Council Member, **Marlene Del Rosario**

Council Member, **Art Hatley**

Council Member, **David Pittman**

Council Member, **JR Simpson**

**CITY OFFICIALS**

**Elected**

City Treasurer, **Karolyn Fairbanks**

**Appointed**

Acting City Administrator, **Don Rust**

City Attorney, **Scott E Huber**

Police and Fire Chief, **Bill LaGrone**

Director of Public Works, **Don Rust**

Director of Parks and Trees, **Don Rust**

Director of Planning and Development Services, **Don Rust**

Director of Finance, **Ruth Wright**



**CITY OF OROVILLE /  
SUCCESSOR AGENCY**

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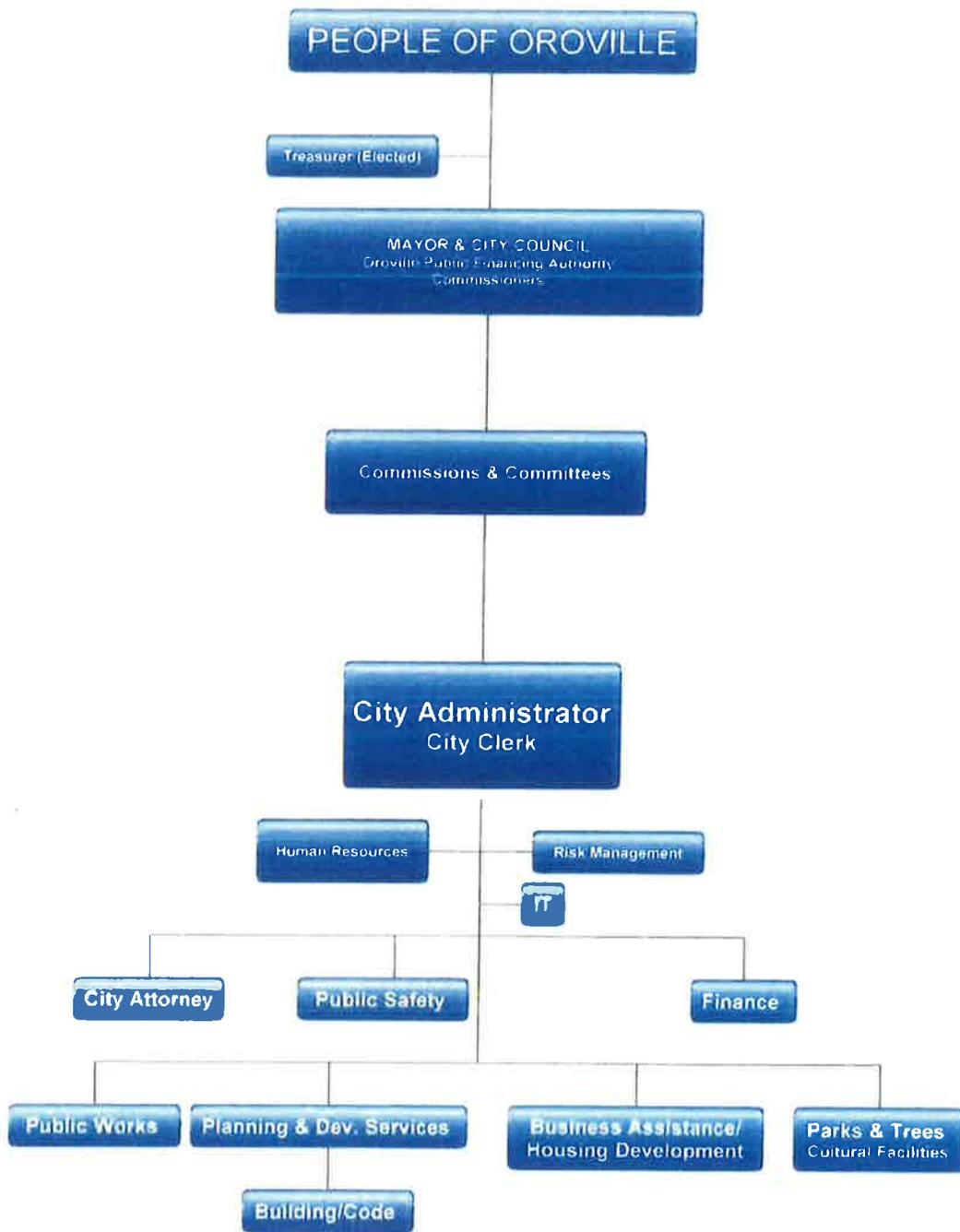
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## MAYOR AND CITY COUNCIL MEMBERS

The City Council is composed of the Mayor and six Council Members.

As a legislative body, the Council determines levels of service to promote and protect the health, safety and welfare of the citizens.



*Left to Right: JR Simpson, Art Hatley, Thil Wilcox, Mayor Linda Dahlmeier, Jack Berry, Marlene Del Rosario, David Pittman*



### **Mission Statement**

The City of Oroville is dedicated to serving the public, ensuring the safety and vitality of the community, and promoting prosperity for all.

### **Vision Statement**

The City of Oroville will be a vibrant and thriving Community with strong economic, recreational, and cultural opportunities, where you can live, work and play, all in one day.

### **Core Values**

Integrity & Honesty  
Professionalism  
Respect for Others  
Customer Service  
Open Communication  
Accountability  
Teamwork/Cooperation

**CITY OF OROVILLE**  
**BUDGET SUMMARIES**

	SOURCES			USES			Balance
	Estimated Revenues	Annexation Area A & B	Total Sources	Operating Budget	Annexation Expenditures	Total Uses	
<b>FISCAL YEAR 2015-16</b>							
<b>GENERAL FUND:</b>							
Building & Code Enforcement	460,000		460,000	460,000		460,000	-
City Administration	-		-	1,452,490		1,452,490	(1,452,490)
City Council	-		-	138,576		138,576	(138,576)
Finance	-		-	580,407		580,407	(580,407)
Fire	71,200		71,200	1,888,104		1,888,104	(1,816,904)
Mayor	-		-	26,847		26,847	(26,847)
Parks and Trees	66,239		66,239	713,228		713,228	(646,989)
Planning & Development Svcs	45,276		45,276	331,470		331,470	(286,194)
Police	561,645		561,645	5,307,871	303,664	5,611,535	(5,049,889)
Public Works/Streets	617,524		617,524	814,480		814,480	(196,955)
Treasurer	-		-	35,355		35,355	(35,355)
Non Departmental	10,374,714		10,374,714	144,108		144,108	10,230,607
	<u>12,196,599</u>		<u>12,196,599</u>	<u>11,892,935</u>	<u>303,664</u>	<u>12,196,599</u>	<u>-</u>

## GENERAL FUND SUMMARY OF REVENUES

	2011-12 Actual	2012-13 Actual	2013-14 Actual	2014-15 YTD	2015-2016 Budget
<b>DEPARTMENTS:</b>					
Admin, EcoComEnhmnt, Clerk, HR, IT,	23,927	90,440	87,033	490	-
Risk Management	115,574	192,801	-	-	-
Finance	138,294	95,409	121,198	9,292	-
Accrued Leaves	-	-	-	-	-
Fire/Rescue	81,648	115,823	80,490	148,176	71,200
Police	310,906	386,553	422,012	371,501	561,645
Public Works/Streets	168,573	61,075	91,267	129,211	109,824
Planning & Development Services	38,396	44,672	99,643	33,957	45,276
Building & Code Enforcement	267,256	131,613	296,791	336,898	460,000
Parks and Trees	84,982	70,554	74,503	66,080	66,239
<b>Subtotal Departments</b>	<b>1,229,554</b>	<b>1,188,940</b>	<b>1,272,937</b>	<b>1,095,605</b>	<b>1,314,184</b>
<b>Non-Departmental Revenues:</b>					
Grants	-	5,000	-	-	-
Property Tax/RDA City Pass Thru	137,742	149,604	-	-	-
Property Tax	1,128,188	2,041,959	1,640,167	1,393,138	1,489,673
Sales and Use Tax	2,736,619	2,864,104	4,004,701	3,023,739	4,256,572
Documentary Transfer Stamps	26,733	23,356	32,120	30,118	40,157
Transient Occupancy Tax	363,530	338,862	426,190	340,543	454,057
Utility User	1,553,442	1,702,392	1,594,686	1,280,586	1,607,448
Franchise Tax	400,316	434,600	513,879	530,045	673,879
Other Intergovernmental Revenue	768,063	48,409	8,924	37,622	55,896
Motor Vehicle In-Lieu Tax	1,099,939	1,121,937	1,160,443	1,122,572	1,123,080
Use of Money & Property	77,403	99,834	18,843	14,655	13,409
Other Revenues	1,844,592	188,116	71,233	73,806	30,000
<b>Subtotal Non-Departmental</b>	<b>10,136,567</b>	<b>9,018,173</b>	<b>9,471,186</b>	<b>7,846,824</b>	<b>9,744,171</b>
<b>TOTAL REVENUES</b>	<b>11,366,121</b>	<b>10,207,114</b>	<b>10,744,123</b>	<b>8,942,429</b>	<b>11,058,356</b>
<b>Transfers:</b>					
Transfers-In Non-Departmental	1,158,596	602,961	708,719	595,264	630,543
Net Transfers-Departments	791,135	678,153	426,435	817,232	507,700
Transfers-Other	-	-	(74,391)	-	-
<b>Subtotal Transfers</b>	<b>1,949,731</b>	<b>1,281,114</b>	<b>1,060,763</b>	<b>1,412,496</b>	<b>1,138,243</b>
<b>TOTAL REVENUES &amp; SOURCES</b>	<b>13,315,852</b>	<b>11,488,229</b>	<b>11,804,886</b>	<b>10,354,925</b>	<b>12,196,599</b>

**GENERAL FUND SUMMARY OF EXPENDITURES AND USES  
BY DEPARTMENT  
FISCAL YEAR 2015 - 2016**

Departments	Dept.#	2012-13 Actual	2013-14 Actual	2014-15 YTD	2015-16 Budget
Mayor	1005	37,765	27,820	19,692	26,847
City Council	1000	78,321	80,542	94,979	138,576
Treasurer	1550	25,288	27,018	30,225	35,355
<b>Office of the City Administrator:</b>					
City Administrator	1400	212,589	219,516	242,953	-
Economic Community Enhancement	1450	301,911	106,040	45,251	58,152
Information Technology	1475	-	-	233,526	383,957
City Attorney	1100	150,431	242,001	242,000	242,000
City Clerk	1200	87,977	124,541	159,356	197,652
Human Resources	1300	119,455	136,943	115,397	139,631
Risk Management	7100	311,405	265,853	257,666	337,283
City Hall	1700	130,854	118,603	100,316	93,815
<b>Finance Department:</b>					
Finance	1500	555,102	679,740	464,885	580,407
Non-Departmental	7200	1,833,950	2,227,559	173,531	83,397
Post Employment Liabilities	1525	-	-	36,083	60,711
<b>Fire Department:</b>					
Fire / Rescue	2000	2,254,242	2,002,621	1,645,560	1,888,104
<b>Police Department:</b>					
Police	2500	4,786,307	4,617,890	4,715,325	5,307,871
<b>Public Works</b>					
Administration	3000	361,494	242,425	281,126	197,561
Streets	3100	760,022	561,721	793,287	616,919
<b>Planning &amp; Development Services</b>					
Planning	1600	275,409	275,323	303,398	331,470
Building	2990	249,756	290,374	420,887	460,000
<b>Parks and Trees Department:</b>					
Administration	5000	253,192	105,515	76,250	71,380
Operations	5005	570,274	572,893	473,753	512,867
Centennial Cultural Center	1755	8,533	4,000	7,400	6,684
Pioneer Museum	5010	4,407	3,071	4,500	3,369
Bolt Museum	5015	10,009	8,900	10,600	8,700
Chinese Temple	5020	-	-	24,000	24,000
Lott Home	5030	-	-	50,829	50,829
State Theater	5040	-	-	35,400	35,400
<b>Total Expenditures and Uses (by Dept.)</b>		<b>13,378,693</b>	<b>12,940,909</b>	<b>11,058,174</b>	<b>11,892,935</b>

## OFFICE OF THE CITY ADMINISTRATOR

This office is headed by the City Administrator, who is ultimately responsible for all City functions and departments. The divisions under the direction of this Department include: Economic Development, City Attorney, City Clerk, Human Resources, Risk Management, City Hall, Information Technology and the Supplemental Benefits Fund.

Budget Description	Budget No.	2012-13 Actual	2013-14 Actual	2014-15 YTD	2015-16 Budget
<b>General Fund Operating Expenses</b>					
Administration	1400	212,589	219,516	242,953	-
City Attorney	1100	150,431	242,001	205,489	242,000
City Clerk	1200	87,977	124,541	159,356	197,652
Human Resources	1300	119,455	136,943	115,397	139,631
Economic Community Enhancement	1450	301,911	106,040	45,251	58,152
Information Technology	1475	Moved from Finance		233,526	383,957
City Hall	1700	130,854	118,603	100,316	93,815
Risk Management	7100	311,405	265,853	257,666	337,283
<b>Total General Fund Expenses</b>		1,314,622	1,213,497	1,359,954	1,452,490
<b>Authorized Personnel</b>					
Position-Title		2012-13 FTE	2013-14 FTE	2014-15 FTE	2014-15 FTE
<b>Administration</b>					
City Administrator		1	1	1	1
Assistant City Clerk		-	1	1	1
Administrative Assistant		2	1	1	1
Economic Development Manager (Frozen)		1	-	-	-
Program Specialist ( .2 FTE Frozen -Voluntary)		2	1	1	1
<b>Human Resources</b>					
Human Resource Analyst II		1	1	1	1
<b>Information Technology</b>					
Information Technology Manager				1	1
GIS Specialist				1	1
<b>Total</b>		7	5	7	7

**OFFICE OF THE CITY ADMINISTRATOR  
ADMINISTRATION**

**Activity**

This office is headed by the City Administrator, who is ultimately responsible for all City functions and departments.

**FUND: 001**

**DEPARTMENT: 1400**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Transfers	-	17,985	7,600	7,600	-
Departmental Revenue	40,394	-	-	-	-
<b>Total Revenues</b>	<u>40,394</u>	<u>17,985</u>	<u>7,600</u>	<u>7,600</u>	<u>-</u>
<b>Expenses</b>					
Salaries/Benefits	189,793	201,230	220,697	220,697	-
Services/Supplies	22,796	18,286	25,089	22,256	-
Capital Outlay	-	-	-	-	-
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<u>212,589</u>	<u>219,516</u>	<u>245,786</u>	<u>242,953</u>	<u>-</u>

**OFFICE OF THE CITY ADMINISTRATOR  
CITY ATTORNEY**

**Activity**

The City Attorney is a contracted service that provides the City with legal advice, legal services, and direction in the administration of public policy and risk management. The City currently contracts with one firm for legal services.

**FUND: 001  
DEPARTMENT: 1100**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Transfers In	-	-	-	-	-
<b>Total Revenues</b>	-	-	-	-	-
<b>Expenses</b>					
Services/Supplies	150,431	242,001	242,000	205,489	242,000
Capital Outlay	-	-	-	-	-
Other	-	-	-	-	-
<b>Total Expenses</b>	150,431	242,001	242,000	205,489	242,000

**OFFICE OF THE CITY ADMINISTRATOR  
CITY CLERK**

**Activity**

The City Administrator is the City Clerk who, directs the Assistant City Clerk in the preparation of agendas, documents and minutes; provision of information to the public; coordination of bid processes; conduction of municipal elections, and also maintains legislative history files.

**FUND: 001**

**DEPARTMENT: 1200**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Departmental Revenues	46	125	4	91	-
Transfers		7,333	-	-	-
<b>Total Revenues</b>	<u>46</u>	<u>7,458</u>	<u>4</u>	<u>91</u>	<u>-</u>
<b>Expenses</b>					
Salaries/Benefits	67,309	99,112	155,922	128,673	165,741
Services/Supplies	20,668	25,429	46,318	30,683	31,911
Capital Outlay	-	-	-	-	0
Other	-	-	-	-	0
<b>Total Expenses</b>	<u>87,977</u>	<u>124,541</u>	<u>202,240</u>	<u>159,356</u>	<u>197,652</u>

**OFFICE OF THE CITY ADMINISTRATOR  
HUMAN RESOURCES**

**Activity**

Human Resources is responsible for all activities including recruitment, orientation, benefits administration, labor negotiations, worker's compensation, risk management, safety coordinator, Department of Transportation program, Employer Pull-Notice Program, FMLA/CFRA/PDL/ADA leave coordinator, city-wide annual performance evaluations, and assists and advises all departments in personnel matters.

**FUND: 001  
DEPARTMENT: 1300**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Transfer In	-	-	-	-	-
Departmental Revenues	-	1,645	550	-	-
<b>Total Revenues</b>	-	1,645	550	-	-
<b>Expenses</b>					
Salaries/Benefits	105,519	111,830	112,980	96,879	114,940
Services/Supplies	13,936	25,113	32,760	18,518	24,691
Capital Outlay	-	-	-	-	-
Other	-	-	-	-	-
<b>Total Expenses</b>	119,455	136,943	145,740	115,397	139,631

**OFFICE OF THE CITY ADMINISTRATOR  
ECONOMIC COMMUNITY ENHANCEMENT**

**Activity**

This department uses available resources to promote Economic Development and Community Enhancement.

**FUND: 001  
DEPARTMENT: 1450**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Departmental Revenues	21,950	3,829	-	389	-
Other Local Government	25,000	31,531	-	-	-
Loan Repayments	1,900	-	-	-	-
Transfers-In	1,150	-	-	-	-
<b>Total Revenues</b>	<u>50,000</u>	<u>35,360</u>	<u>-</u>	<u>389</u>	<u>-</u>
<b>Expenses</b>					
Salaries/Benefits	213,778	71,796	27,896	24,194	30,300
Services/Supplies	88,133	34,244	49,114	20,889	27,852
Capital Outlay	-	-	-	-	0
Transfers-Out	-	-	168	168	0
<b>Total Expenses</b>	<u>301,911</u>	<u>106,040</u>	<u>77,178</u>	<u>45,251</u>	<u>58,152</u>

**OFFICE OF THE CITY ADMINISTRATOR  
INFORMATION TECHNOLOGY**

**Activity**

Information Technology delivers quality citywide technology solutions, services, and support to enable the City to fulfill its' mission, vision, and goals.

**FUND: 001  
DEPARTMENT: 1475**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Departmental Revenues	-	-	-	10	-
Transfers-In	-	-	-	-	-
<b>Total Revenues</b>	-	-	-	10	-
<b>Expenses</b>					
Salaries/Benefits	-	-	211,954	177,204	224,916
Services/Supplies	-	-	130,445	56,322	159,041
Capital Outlay	-	-	133,250	-	-
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	-	-	475,649	233,526	383,957

**OFFICE OF THE CITY ADMINISTRATOR  
CITY HALL**

**Activity**

City Hall is the building that facilitates the consistent operation of general City functions, including Council Chambers, Conference Rooms and other Administrative needs.

**FUND: 001  
DEPARTMENT: 1700**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Departmental Revenues	-	8	-	-	-
Transfers-In	25,441	24,577	-	36,310	-
<b>Total Revenues</b>	<u>25,441</u>	<u>24,585</u>	<u>-</u>	<u>36,310</u>	<u>-</u>
<b>Expenses</b>					
Salaries/Benefits	59,462	63,737	56,579	50,890	57,528
Services/Supplies	32,657	35,866	44,053	27,215	36,287
Capital Outlay	19,735	-	43,500	22,211	-
Transfers-Out	19,000	19,000	-	-	-
<b>Total Expenses</b>	<u>130,854</u>	<u>118,603</u>	<u>144,132</u>	<u>100,316</u>	<u>93,815</u>

**OFFICE OF THE CITY ADMINISTRATOR  
RISK MANAGEMENT**

**Activity**

Risk Management is responsible for activities which include risk assessment, safety committee, NCCSIF Joint Powers Authority member representative, liability insurance, claims management, safety training, safety policies and procedures.

**FUND: 001**

**DEPARTMENT: 7100**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Other Revenue	192,801	-	-	-	-
<b>Expenses</b>					
Prop. Damage Claim	15,000	-	30,000	3,000	30,000
Liability Insurance	245,395	242,036	205,000	242,036	290,443
Property/Other Ins.	12,228	12,630	13,000	12,630	16,840
Outside Services	38,719	11,187	76,391	-	-
Other	63	-	100	-	-
Transfer out	-	-	-	-	-
<b>Total Expenses</b>	<b>311,405</b>	<b>265,853</b>	<b>324,491</b>	<b>257,666</b>	<b>337,283</b>

## CITY COUNCIL

### Activity

The City Council is composed of six council members. As a legislative body, the City Council determines levels of service to promote and protect the health, safety and welfare of the citizens.

**FUND: 001**  
**DEPARTMENT: 1000**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Expenses</b>					
Salaries/Benefits	58,835	62,590	111,745	86,719	108,030
Services/Supplies	19,486	17,952	5,598	8,260	30,546
Capital Outlay	-	-	-	-	-
Other	-	-	-	-	-
<b>Total Expenses</b>	<b>78,321</b>	<b>80,542</b>	<b>117,343</b>	<b>94,979</b>	<b>138,576</b>

## MAYOR

### Activity

The Mayor is a member of the City Council. As Executive of the legislative body, the Mayor assists in determining levels of service to promote and protect the health, safety and welfare of the citizens.

### FUND: 001

### DEPARTMENT: 1005

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Expenses</b>					
Salaries/Benefits	17,022	20,692	26,333	16,800	21,991
Services/Supplies	20,743	7,128	6,275	2,892	4,856
Capital Outlay	-	-	-	-	-
Other	-	-	-	-	-
<b>Total Expenses</b>	<b>37,765</b>	<b>27,820</b>	<b>32,608</b>	<b>19,692</b>	<b>26,847</b>

## TREASURER

### Activity

The elected City Treasurer has direct responsibility for management of all city investments and safeguarding of public monies with primary objectives of Safety, Liquidity and Return on Investment in compliance with the approved Investment Policy and California Government Code.

**FUND: 001**

**DEPARTMENT: 1550**

	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2014-15</b>	<b>2015-16</b>
	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>YTD</b>	<b>Budget</b>
<b>Expenses</b>					
Salaries/Benefits	23,331	25,251	26,140	29,302	34,124
Services/Supplies	1,957	1,767	1,846	923	1,231
Capital Outlay	-	-	-	-	-
Other	-	-	-	-	-
<b>Total Expenses</b>	<u>25,288</u>	<u>27,018</u>	<u>27,986</u>	<u>30,225</u>	<u>35,355</u>

## FINANCE DEPARTMENT

The Director of Finance manages the Finance and Accrued Leave Funds.

Budget Description	Dept. No.	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
General Fund Expenses						
Finance Department	1500	555,102	679,740	679,740	464,885	580,407
Accrued Leaves	1525	-	-	-	36,083	60,711
<b>Total General Fund Expenses</b>		<u>555,102</u>	<u>679,740</u>	<u>679,740</u>	<u>500,968</u>	<u>641,118</u>

### Authorized Personnel

Position-Title	2012-13 FTE	2013-14 FTE	2014-15 FTE	2015-16 FTE
<u>Finance Department</u>				
Director of Finance	1	1	1	1
Accounting Manager (Frozen)	1	1	-	-
Accountant (1 Frozen)	2	1	1	1
Accounting Technician	3	3	3	3
IT Manager (Moved to Administration)	1	1	-	-
<b>Total FTE</b>	<u>8</u>	<u>7</u>	<u>5</u>	<u>5</u>

## FINANCE DEPARTMENT

### Activity

The Finance Department provides accounting, financial management and planning services to the City, the Successor Agency, and the Oroville Public Financing Authority. This includes maintenance of the financial statements, budget preparation, vendor payments, billing, payroll debt management, grant accounting, central stores, assisting the City Administrator with risk management, and the Treasurer with cash management.

### FINANCE DEPARTMENT EXPENDITURES

**FUND: 001**

**DEPARTMENT: 1500**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Revenues</b>					
Departmental Revenues	95,409	95,611	17,106	9,292	-
Transfers-In	-	25,587	4,532	-	-
<b>Total Revenues</b>	<u>95,409</u>	<u>121,198</u>	<u>21,638</u>	<u>9,292</u>	<u>-</u>
<b>Expenses</b>					
Salaries/Benefits	473,823	566,415	397,772	321,103	475,381
Services/Supplies	79,216	113,325	223,850	143,782	105,026
Capital Outlay	2,063	-	-	-	-
Other	-	-	-	-	-
<b>Total Expenses</b>	<u>555,102</u>	<u>679,740</u>	<u>621,622</u>	<u>464,885</u>	<u>580,407</u>

## ACCRUED LEAVE PAYOUT

### Activity

This department was established in FY 2015 to account for compensable leave and retiree premium payments in accordance with the City's Reserve Policy and employee agreements. Actual costs will be matched with transfers from the accrued leave reserve, an assigned General Fund reserve. Funds remaining in vacant positions will be used towards these prior to utilizing this account.

**FUND: 001**  
**DEPARTMENT: 1525**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Revenues</b>					
Interest	-	-	-	-	-
Other Revenues	-	-	5,500	5,215	5,500
Transfers	-	-	85,500	-	-
<b>Total Revenues</b>	-	-	91,000	5,215	5,500
<b>Expenses</b>					
Premium Expense	-	-	78,304	36,083	48,111
Leave Pay Out	-	-	12,600	-	12,600
Transfer-out	-	-	-	-	-
<b>Total Expenses</b>	-	-	90,904	36,083	60,711

**PLANNING & DEVELOPMENT SERVICES /  
BUILDING AND CODE ENFORCEMENT**

The Planning & Development Services Director manages and directs Planning, Building and Code Enforcement Divisions. The Department provides support to Council-appointed Commissions and Committees; ensuring compliance with applicable laws and regulations dealing with the Oroville Municipal Code, General Plan, State and Federal laws, development of area plans, neighborhood plans, special studies, the appropriate level of environmental reviews, design guidelines, historic preservation programs and annexations. In addition, the department coordinates various land use functions to create efficiencies in the delivery of land use services: permit reviews and issuance, building inspections, zoning clearances, use permits, variances, code compliant reviews, investigations and graffiti removal.

<b>Budget Description</b>	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>General Fund Expenses</b>					
Planning & Development Services	275,409	275,323	303,398	303,398	331,470
Building/Code Enforcement	249,756	290,374	420,887	270,605	460,000
<b>Total General Fund Expenses</b>	<b>275,409</b>	<b>275,323</b>	<b>303,398</b>	<b>303,398</b>	<b>331,470</b>

**Code Enforcement (Grant Funded)**

<b>Authorized Personnel Position-Title</b>	<b>2012-13 FTE</b>	<b>2013-14 FTE</b>	<b>2014-15 FTE</b>	<b>2014-15 FTE</b>
Director of Community Development Svc	1	1	1	1
Planning Administrative Assistant (Frozen)	1	-	-	-
Associate Planner	1	-	1	1
Assistant Planner (Frozen)	1	1	-	-
Counter Technician	1	1	1	1
Building Official	1	1	1	1
Building Inspector	1	0	1	1
Senior Code Enforcement Specialist	-	-	1	1
Code Enforcement Specialist	-	-	1	1
Code Enforcement Staff Assistant (80&Grant Funded June 2016)	1	1	1	1
<b>Total FTE</b>	<b>8</b>	<b>5</b>	<b>8</b>	<b>8</b>

**PLANNING & DEVELOPMENT SERVICES  
ADMINISTRATION DIVISION**

**Activity**

Planning provides the services of staff to the Planning Commission and the Development Review Board, zoning implementation, subdivision mapping, General Plan amendments, Use permits, and many other City land use and functions.

**FUND: 001  
DEPARTMENT: 1600**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Departmental Revenues	44,672	59,585	430,468	33,957	45,276
Transfers-In	-	40,058	95,000	-	-
<b>Total Revenues</b>	<u>44,672</u>	<u>99,643</u>	<u>525,468</u>	<u>33,957</u>	<u>45,276</u>
<b>Expenses</b>					
Salaries/Benefits	258,865	231,356	268,885	239,134	282,717
Services/Supplies	16,544	43,967	435,857	64,264	48,753
Capital Outlay	-	-	-	-	-
Other	-	-	-	-	-
<b>Total Expenses</b>	<u>275,409</u>	<u>275,323</u>	<u>704,742</u>	<u>303,398</u>	<u>331,470</u>

**PLANNING & DEVELOPMENT SERVICES  
BUILDING / CODE ENFORCEMENT**

**Activity**

The Building Department provides building code inspections, enforcement and development of building codes, issuing business licenses, building permits and other housing and building code services.

**FUND: 001  
DEPARTMENT: 2990**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Departmental Revenues	131,613	292,071	419,204	336,898	460,000
Transfers-In	-	4,720	-	-	-
<b>Total Revenues</b>	<u>131,613</u>	<u>296,791</u>	<u>419,204</u>	<u>336,898</u>	<u>460,000</u>
<b>Expenses</b>					
Salaries/Benefits	230,971	201,272	373,684	231,234	306,812
Services/Supplies	18,785	84,367	47,203	39,371	47,245
Transfers-Out	-	4,735	-	-	105,943
Capital Outlay	-	-	-	-	-
<b>Total Expenses</b>	<u>249,756</u>	<u>290,374</u>	<u>420,887</u>	<u>270,605</u>	<u>460,000</u>

## FIRE DEPARTMENT FIRE/RESCUE

### Activity

The Department maintains quality training, fire prevention/educational activities, equipment, emergency responses and customer services to the City. The Director of Public Safety oversees this department including the fire inspections.

### FUND: 001

### DEPARTMENT: 2000

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Revenues</b>					
Departmental Revenues	107,447	80,490	53,400	148,176	71,200
Transfers-In	8,376	-	-	-	-
<b>Total Revenues</b>	<u>115,823</u>	<u>80,490</u>	<u>53,400</u>	<u>148,176</u>	<u>71,200</u>
<b>Expenses</b>					
Salaries/Benefits	2,121,847	1,868,046	1,806,152	1,462,058	1,722,907
Services/Supplies	122,815	144,821	150,750	137,664	165,197
Capital Outlay	9,580	11,881	45,719	45,838	-
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<u>2,254,242</u>	<u>2,024,748</u>	<u>2,002,621</u>	<u>1,645,560</u>	<u>1,888,104</u>

### Authorized Personnel

Position-Title	2012-13 FTE	2013-14 FTE	2014-15 FTE	2015-16 FTE
Fire Department				
Fire Chief (Frozen)	1	-	-	-
Deputy Fire Chief	1	-	1	1
Battalion Chief	1	1	1	1
Fire Captain	3	3	3	3
Fire Engineer (3 Frozen)	9	6	6	6
Fire Fighter	3	9	7	7
Fire Admin Assistant (Frozen)	1	-	-	-
<b>Total FTE</b>	<u>19</u>	<u>19</u>	<u>18</u>	<u>18</u>

## POLICE DEPARTMENT

### Activity

The department exists for the purpose of maintaining social order within prescribed ethical and constitutional limits. As an agency of Municipal Government, the department will promote community safety through full cooperation and coordination with other agencies. The department is also responsible for Code Enforcement.

### FUND: 001

### DEPARTMENT: 2500

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Revenues</b>					
Departmental Revenues	264,682	353,179	370,000	214,984	351,645
Transfers-In	121,871	68,833	313,035	156,517	210,000
<b>Total Revenues</b>	<b>386,553</b>	<b>422,012</b>	<b>683,035</b>	<b>371,501</b>	<b>561,645</b>
<b>Expenses</b>					
Salaries/Benefits	4,394,887	4,231,056	4,347,184	3,750,712	4,598,645
Services/Supplies	381,578	381,787	653,157	591,022	709,226
Capital Outlay	9,842	5,047	577,700	373,591	-
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<b>4,786,307</b>	<b>4,617,890</b>	<b>5,578,041</b>	<b>4,715,325</b>	<b>5,307,871</b>

### Authorized Personnel

Position-Title	2012-13 FTE	2013-14 FTE	2014-15 FTE	2015-16 FTE
<b>Police Department</b>				
Chief	1	1	1	1
Assistant Chief	-	1	1	1
Lieutenant (Frozen)	1	1	-	-
Sergeant	5	5	5	5
Police Officer - (1 frozen, 3 vacant)	18	12	17	17
Detective (Filled and funded by a Rotational Assignment of Police Officers.)	1	1	-	-
Administrative Assistant (Frozen)	2	2	1	1
Public Safety Communication Specialist Supervisor (Frozen)	-	-	-	-
Public Safety Communication Specialist	7	7	9	9
Crime Analyst/IT Officer (Frozen)	1	1	-	-
Evidence Technician	1	1	1	1
Police Records Technician (Grant funded only)	1	1	-	-
Police Records Technician	1	1	1	1
Community Service Officers - (1 Frozen, .5 vacant)	3	3	2	2
<b>Total FTE</b>	<b>42</b>	<b>36</b>	<b>38</b>	<b>38</b>

**PUBLIC WORKS  
ADMINISTRATION DIVISION**

**Activity**

To administer the affairs of Public Works. The Department provides engineering, capital project management, coordination of Public Works Department efforts and other duties as needed.

**FUND: 001  
DEPARTMENT: 3000**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Departmental Revenues	43,038	72,788	63,800	25,362	54,007
Transfers-In	-	-	103,000	-	103,000
<b>Total Revenues</b>	<u>43,038</u>	<u>72,788</u>	<u>166,800</u>	<u>25,362</u>	<u>157,007</u>
<b>Expenses</b>					
Salaries/Benefits	334,575	218,956	231,601	154,131	174,235
Services/Supplies	26,919	23,469	49,525	19,438	23,326
Capital Outlay	-	-	-	-	-
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<u>361,494</u>	<u>242,425</u>	<u>281,126</u>	<u>173,569</u>	<u>197,561</u>

## STREETS DIVISION

### Activity

To specifically provide maintenance, management and improvements of the City's streets for the purpose of increasing quality of life and access within the City limits.

**FUND: 001**

**DEPARTMENT: 3100**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Departmental Revenues	18,037	18,479	46,269	103,849	55,817
Grants	-	-	80,528	-	-
Transfers-In	678,153	426,435	280,919	280,918	404,700
<b>Total Revenues</b>	<b>696,190</b>	<b>444,914</b>	<b>407,716</b>	<b>384,767</b>	<b>460,517</b>
<b>Expenses</b>					
Salaries/Benefits	385,917	294,459	332,420	274,214	334,981
Services/Supplies	374,105	267,262	344,136	234,948	281,938
Capital Outlay	-	-	116,731	115,454	-
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<b>760,022</b>	<b>561,721</b>	<b>793,287</b>	<b>624,616</b>	<b>616,919</b>

## PARKS AND TREES DEPARTMENT

The Public Works Director manages the Parks Administration and Operating budgets which includes the Chinese Temple and Lott Home Museums, as well as the budgets for the Pioneer Museum, Bolt Museum, Nature Center and the State Theater.

Budget Description	2012-2013 Actual	2013 -2014 Actual	2014-2015 Budget	2014-2015 YTD	2015-2016 Budget
<b>General Fund Expenses</b>					
Parks and Trees Administration	253,192	105,515	76,250	65,922	71,380
Operations	570,274	572,893	473,753	424,552	512,867
Centennial Cultural Center	8,533	4,000	7,400	5,570	6,684
Pioneer Museum	4,407	3,071	4,500	2,466	3,369
Bolt Museum	10,009	8,900	10,600	8,029	8,700
Chinese Temple	Budget new FY 2014-15		-	21,274	24,000
Lott Home	Budget new FY 2014-15		-	38,977	50,829
State Theater	Budget new FY 2014-15		-	22,349	35,400
<b>Total General Fund Expenses</b>	<b>846,415</b>	<b>694,379</b>	<b>572,502</b>	<b>589,139</b>	<b>713,228</b>

### Authorized Personnel

Position-Title	2012-13 FTE	2013-14 FTE	2014-15 FTE	2015-16 FTE
<b>Parks and Trees Department</b>				
Director of Parks & Trees (Frozen)	1	-	1	-
Administrative (Staff) Assistant (Frozen)	1	-	1	-
Parks Maintenance Technician III	2	1	2	1
Public Works Supervisor	-	1	-	1
Cultural Facilities Coordinator (Frozen)	1	-	1	-
Tech Director/Facility Operator - (Frozen)	1	-	1	-
Seasonal Worker (4 months)	-	-	-	0
Parks Maintenance Technician II	3	3	3	3
Parks Maintenance Technician I	1	1	1	1
<b>Total FTE</b>	<b>10</b>	<b>6</b>	<b>10</b>	<b>6</b>
<b>Volunteer Hours</b>	<b>2,774</b>	<b>3,182</b>	<b>3,182</b>	<b>4,274</b>

**PARKS AND TREES DEPARTMENT  
ADMINISTRATION DIVISION**

**Activity**

This Department provides management of the City's Parks and Trees Department and ensures the development of the City recreation facilities at the levels desired by the citizens of Oroville.

**FUND: 001**

**DEPARTMENT: 5000**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Departmental Revenues	-	57	50	3,864	-
Lease Proceeds	-	-	-	-	-
Transfers-In	-	-	-	-	-
<b>Total Revenues</b>	<u>-</u>	<u>57</u>	<u>50</u>	<u>3,864</u>	<u>-</u>
<b>Expenses</b>					
Salaries/Benefits	182,732	32,629	-	-	-
Services/Supplies	70,460	72,886	76,250	65,922	71,380
Capital Outlay	-	-	-	-	-
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<u>253,192</u>	<u>105,515</u>	<u>76,250</u>	<u>65,922</u>	<u>71,380</u>

**PARKS AND TREES DEPARTMENT  
OPERATIONS DIVISION**

**Activity**

This division of the department provides the labor for maintenance of the City Parks and Trees and the City's Cultural facilities for the purpose of maintaining a quality of life desired by the Oroville citizenry.

**FUND: 001  
DEPARTMENT: 5005**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Departmental Revenues	67,144	68,456	64,300	30,602	40,803
Transfers-In	-	-	-	-	-
<b>Total Revenues</b>	<u>67,144</u>	<u>68,456</u>	<u>64,300</u>	<u>30,602</u>	<u>40,803</u>
<b>Expenses</b>					
Salaries/Benefits	373,362	392,976	366,436	310,451	375,945
Services/Supplies	194,667	179,917	107,317	114,101	136,922
Capital Outlay	1,690	-	-	-	-
Transfers-Out	555	-	-	-	-
<b>Total Expenses</b>	<u>570,274</u>	<u>572,893</u>	<u>473,753</u>	<u>424,552</u>	<u>512,867</u>

**PARKS AND TREES DEPARTMENT  
CENTENNIAL CULTURAL CENTER**

**Activity**

To record and account for revenues and expenses of the Centennial Cultural Center.

**FUND: 001  
DEPARTMENT: 1755**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Departmental Revenues	148	-	-	3,584	3,584
Transfers-In	-	-	-	-	-
<b>Total Revenues</b>	<u>148</u>	<u>-</u>	<u>-</u>	<u>3,584</u>	<u>3,584</u>
<b>Expenses</b>					
Salaries/Benefits	148	-	-	-	-
Services/Supplies	8,385	4,000	7,400	5,570	6,684
Capital Outlay	-	-	-	-	-
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<u>8,533</u>	<u>4,000</u>	<u>7,400</u>	<u>5,570</u>	<u>6,684</u>

**PARKS AND TREES DEPARTMENT  
PIONEER MUSEUM**

**Activity**

This budget accounts for the activities of the Pioneer Museum.

**FUND: 001  
DEPARTMENT: 5010**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Departmental Revenues	1,875	1,647	1,700	1,189	1,512
Transfers-In	-	-	-	-	-
<b>Total Revenues</b>	<u>1,875</u>	<u>1,647</u>	<u>1,700</u>	<u>1,189</u>	<u>1,512</u>
<b>Expenses</b>					
Salaries/Benefits	-	-	-	-	-
Services/Supplies	4,407	3,071	4,500	2,466	3,369
Capital Outlay	-	-	-	-	-
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<u>4,407</u>	<u>3,071</u>	<u>4,500</u>	<u>2,466</u>	<u>3,369</u>
<b>Volunteer Hours</b>	571	574	574	574	574

**PARKS AND TREES DEPARTMENT  
BOLT'S MUSEUM**

**Activity**

This budget accounts for the activities of the Bolt's Museum.

**FUND: 001  
DEPARTMENT: 5015**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>					
Departmental Revenues	1,387	4,343	3,000	3,970	4,500
Transfers-In	-	-	-	-	-
<b>Total Revenues</b>	<u>1,387</u>	<u>4,343</u>	<u>3,000</u>	<u>3,970</u>	<u>4,500</u>
<b>Expenses</b>					
Services/Supplies	10,009	8,900	10,600	8,029	8,700
Capital Outlay	-	-	-	-	-
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<u>10,009</u>	<u>8,900</u>	<u>10,600</u>	<u>8,029</u>	<u>8,700</u>
<b>Volunteer Hours</b>	2,203	2,608	2,608	2,608	2,608

**PARKS AND TREES DEPARTMENT  
CHINESE TEMPLE**

**Activity**

This budget, established in FY 2015 accounts for the activities of the Chinese Temple.

**FUND: 001  
DEPARTMENT: 5020**

	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>			
Departmental Revenues	9,580	6,294	7,500
Transfers-In	-	-	-
<b>Total Revenues</b>	<u>9,580</u>	<u>6,294</u>	<u>7,500</u>
<b>Expenses</b>			
Salaries and Benefits	23,300	11,022	13,500
Services/Supplies	8,080	10,252	10,500
Capital Outlay	-	-	-
Transfers-Out	-	-	-
<b>Total Expenses</b>	<u>31,380</u>	<u>21,274</u>	<u>24,000</u>
<b>Volunteer Hours</b>	597	597	597

**PARKS AND TREES DEPARTMENT  
LOTT HOME**

**Activity**

This budget, established in FY 2015 accounts for the activities of the Lott Home.

**FUND: 001  
DEPARTMENT: 5030**

	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>			
Departmental Revenues	8,340	7,800	8,340
Transfers-In	-	-	-
<b>Total Revenues</b>	<u>8,340</u>	<u>7,800</u>	<u>8,340</u>
<b>Expenses</b>			
Salaries and Benefits	37,100	27,469	37,100
Services/Supplies	67,500	11,508	13,729
Capital Outlay	-	-	-
Transfers-Out	-	-	-
<b>Total Expenses</b>	<u>104,600</u>	<u>38,977</u>	<u>50,829</u>
<b>Volunteer Hours</b>	495	495	495

**PARKS AND TREES DEPARTMENT  
STATE THEATER**

**Activity**

This budget, established in FY 2015 accounts for the activities of the State Theater, including operating expense for commercial renters, outside maintenance, and \$30,000 in operating support. Event revenue is also retained by STAGE to offset their costs.

**FUND: 001  
DEPARTMENT: 5040**

	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Revenues</b>			
Departmental Revenues	10,400	8,777	-
Transfers-In	-	-	-
<b>Total Revenues</b>	<u>10,400</u>	<u>8,777</u>	<u>-</u>
<b>Expenses</b>			
Salaries and Benefits	7,200	1,178	2,400
Services/Supplies	33,200	21,171	33,000
Capital Outlay	-	-	-
Transfers-Out	-	-	-
<b>Total Expenses</b>	<u>40,400</u>	<u>22,349</u>	<u>35,400</u>
 <b>Volunteer Hours</b>	 TBD	 TBD	 TBD

## NON-DEPARTMENTAL

### Activity

To record revenues and expenditures not specifically designated to any particular department.

**FUND: 001**  
**DEPARTMENT: 7200**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Revenues</b>					
Non Departmental Revenues	9,386,823	9,471,186	9,471,186	8,442,088	9,744,171
Transfers-In	602,961	708,719	708,719	595,264	630,543
<b>Total Revenues</b>	<b>9,989,784</b>	<b>10,179,905</b>	<b>10,179,905</b>	<b>9,037,352</b>	<b>10,374,714</b>
<b>Expenses</b>					
Salaries/Benefits	61,412	46,455	-	1,202	-
Services/Supplies	891,269	2,181,104	89,786	77,831	83,397
Capital Outlay	871,269	-	-	-	-
Transfers-Out	10,000	-	-	94,498	-
<b>Total Expenses</b>	<b>1,833,950</b>	<b>2,227,559</b>	<b>89,786</b>	<b>173,531</b>	<b>83,397</b>

## COMMUNITY PROMOTION

### Activity

The Community Promotion Fund accounts for community promotional expenditures related to promoting Oroville.

**FUND: 100**  
**DEPARTMENT: 7000**

	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2014-15</b>	<b>2015-16</b>
	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>YTD</b>	<b>Budget</b>
<b>Beginning Fund Balance</b>	26,721	31,015	23,181	23,181	12,450
<b>Revenues</b>					
Donations	11,138	397	4,848	4	2,500
Community Promotion Sales	344	-	-	-	-
Transfers-In	20,000	10,000	51,000	51,000	11,000
<b>Total Revenues</b>	<u>31,482</u>	<u>10,397</u>	<u>55,848</u>	<u>51,004</u>	<u>13,500</u>
<b>Expenses</b>					
Community Promotion Expenses	27,188	18,231	55,223	61,735	25,000
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<u>27,188</u>	<u>18,231</u>	<u>55,223</u>	<u>61,735</u>	<u>25,000</u>
<b>Ending Fund Balance</b>	31,015	23,181	23,806	12,450	950

## THERMALITO DRAINAGE IMPACT FEES FUND

**Activity**

This fund is to account for revenues collected for drainage development fees and expenditures for drainage improvements to the Thermalito area.

**FUND: 105**

**DEPARTMENT: 7400**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	507,907	497,775	485,523	485,523	487,502
<b>Revenues</b>					
Drainage Impact Fees	-	4,536	970	3,402	4,000
Interest	<u>1,118</u>	<u>1,041</u>	<u>1,500</u>	<u>264</u>	<u>350</u>
<b>Total Revenues</b>	<u>1,118</u>	<u>5,577</u>	<u>2,470</u>	<u>3,666</u>	<u>4,350</u>
<b>Expenses</b>					
Salaries and Benefits	-	17,316	-	-	-
Services & Supplies	-	513	205,580	1,687	175,000
Capital Projects	<u>11,250</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total Expenses</b>	<u>11,250</u>	<u>17,829</u>	<u>205,580</u>	<u>1,687</u>	<u>175,000</u>
<b>Ending Fund Balance</b>	497,775	485,523	282,413	487,502	316,852

## PARK DEVELOPMENT FEES FUND

### Activity

The Parks Development Fees Fund accounts for the fees collected on new development for the acquisition and construction of new City parks.

**FUND: 106**

**DEPARTMENT: 7400**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	91,374	91,623	102,335	102,335	117,963
<b>Revenues</b>					
Impact Fees/ Permits	-	12,960	17,071	42,433	45,000
Tree replacement proceeds				34,250	
Interest	249	157	120	65	112
2000 Park Bond Act	-	-	-	-	-
<b>Total Revenues</b>	<u>249</u>	<u>13,117</u>	<u>17,191</u>	<u>76,748</u>	<u>45,112</u>
<b>Expenses</b>					
Services & Supplies	-	2,405	28,846	1,687	2,500
Capital Projects/Assets	-	-	95,135	59,433	38,000
Transfers Out	-	-	-	-	-
<b>Total Expenses</b>	<u>-</u>	<u>2,405</u>	<u>123,981</u>	<u>61,120</u>	<u>40,500</u>
<b>Ending Fund Balance</b>	91,623	102,335	(4,455)	117,963	122,575

## THERMALITO TRAFFIC IMPACT FEES FUND

### Activity

This fund accounts for the Traffic Impact Fees collected in the North Oroville-Thermalito area. Fees have temporarily been suspended while a study is being conducted to determine the proper amount of fees.

**FUND: 107**  
**DEPARTMENT: 7400**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Resources</b>					
<b>Beginning Fund Balance</b>	155,238	155,662	155,510	155,510	153,907
<b>Revenues</b>					
Traffic Impact Fees	-	-	-	-	-
Interest	424	328	328	84	84
<b>Total Revenues</b>	<u>424</u>	<u>328</u>	<u>328</u>	<u>84</u>	<u>84</u>
<b>Expenses</b>					
Transfers-Out	-	-	-	-	-
Services & Supplies	-	480	7,580	1,687	2,500
Other	-	-	-	-	-
<b>Total Expenses</b>	<u>-</u>	<u>480</u>	<u>7,580</u>	<u>1,687</u>	<u>2,500</u>
<b>Ending Fund Balance</b>	155,662	155,510	148,258	153,907	151,491

## TRAFFIC IMPACT FEES FUND

### Activity

This fund accounts for Traffic Impact Fees received and spent from Oroville areas other than those described in Fund 107.

**FUND: 108**

**DEPARTMENT: 7400**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Resources</b>					
<b>Beginning Fund Balance</b>	520,461	681,259	794,832	794,832	811,431
<b>Revenues</b>					
Traffic Impact Fees	159,310	126,324	107,700	25,883	86,634
Grants		8,303			
Interest	1,488	1,566	910	433	430
<b>Total Revenues</b>	<u>160,798</u>	<u>136,193</u>	<u>108,610</u>	<u>26,316</u>	<u>87,064</u>
<b>Expenses</b>					
Transfers-Out	-	-	-	-	-
Services & Supplies	-	480	21,415	9,717	10,000
Capital Outlay	-	22,140	-	-	-
Other	-	-	-	-	-
<b>Total Expenses</b>	<u>-</u>	<u>22,620</u>	<u>21,415</u>	<u>9,717</u>	<u>10,000</u>
<b>Ending Fund Balance</b>	681,259	794,832	882,027	811,431	888,495

## DRAINAGE IMPACT FEES CITY WIDE

### Activity

This fund accounts for Drainage Impact Fees received and spent from Oroville areas other than those described for Thermalito.

**FUND: 109**  
**DEPARTMENT: 7400**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	482,862	494,308	511,740	511,740	583,848
<b>Revenues</b>					
Drainage Impact Fee	10,125	18,542	28,800	73,502	75,000
Interest	1,321	1,065	640	293	350
<b>Total Revenues</b>	<u>11,446</u>	<u>19,607</u>	<u>29,440</u>	<u>73,795</u>	<u>75,350</u>
<b>Expenses</b>					
Transfers-Out	-	-	-	-	-
Services & Supplies	-	2,175	11,180	1,687	6,000
Capital Outlay	-	-	-	-	150,000
Other	-	-	-	-	-
<b>Total Expenses</b>	<u>-</u>	<u>2,175</u>	<u>11,180</u>	<u>1,687</u>	<u>156,000</u>
<b>Ending Fund Balance</b>	494,308	511,740	530,000	583,848	503,198

## LOCAL TRANSPORTATION FUND

### Activity

This fund is to account for Article 8 of the State of California Local Transportation fund monies.

**FUND: 111**

**DEPARTMENT: 7600**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	332,042	132,306	41,500	41,500	138,068
<b>Revenues</b>					
Federal Grant Local Transit	-	-	-	-	-
Local Transportation Tax	-	-	-	-	-
Interest Income	632	194	50	23	50
Transfers In	-	-	96,545	96,545	-
<b>Total Revenues</b>	<u>632</u>	<u>194</u>	<u>96,595</u>	<u>96,568</u>	<u>50</u>
<b>Expenses</b>					
Salaries/Benefits	-	-	-	-	-
Services/Supplies	-	-	-	-	-
Capital Outlay (Street Overlay)	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Transfer-Out	200,368	91,000	-	-	138,118
<b>Total Expenses</b>	<u>200,368</u>	<u>91,000</u>	<u>-</u>	<u>-</u>	<u>138,118</u>
<b>Ending Fund Balance</b>	132,306	41,500	138,095	138,068	-

## GAS TAX REGIONAL SURFACE TRANSPORTATION PROGRAM

**Activity**

This fund is to account for revenues and expenditures resulting from Gas Tax R.S.T.P. (Regional Surface Transportation Program) funds, which are handled by BCAG (Butte County Association of Governments).

**FUND: 112**

**DEPARTMENT: 7400**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	394,959	396,037	754,691	754,691	324,566
<b>Revenues</b>					
State Grants	-	168,476	-	-	-
Gas Tax RSTP Revenues	-	190,960	53,564	-	-
Interest Income	1,078	1,218	618	406	580
<b>Total Revenues</b>	<u>1,078</u>	<u>360,654</u>	<u>54,182</u>	<u>406</u>	<u>580</u>
<b>Expenses</b>					
Salaries and Employee Benefits	-	-	-	7,505	-
Services/Supplies	-	2,000	49,000	423,026	-
Capital Outlay	-	-	464,000	-	-
Transfers-out	-	-	-	-	-
<b>Total Expenses</b>	<u>-</u>	<u>2,000</u>	<u>513,000</u>	<u>430,531</u>	<u>-</u>
<b>Ending Fund Balance</b>	396,037	754,691	295,873	324,566	325,146

## CANINE DONATION FUND

### Activity

Canine Donation Fund helps account for donations to support Canine Officers in the City of Oroville. This fund was established in May 2014.

**FUND: 113**

**DEPARTMENT: 2505**

	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	-	4,400	4,700	9,129
<b>Revenues</b>				
Donations	12,900	8,800	7,911	9,000
Interest Income	-	-	-	-
<b>Total Revenues</b>	<u>12,900</u>	<u>8,800</u>	<u>7,911</u>	<u>9,000</u>
<b>Expenses</b>				
Canine Supplies	8,500	8,500	3,482	5,000
Transfers-Out	-	-	-	-
<b>Total Expenses</b>	<u>8,500</u>	<u>8,500</u>	<u>3,482</u>	<u>5,000</u>
<b>Ending Fund Balance</b>	4,400	4,700	9,129	13,129

## TECHNOLOGY FEE FUND

### Activity

The Technology Fee Fund accounts for the fees collected to maintain and for new acquisitions of updated technology to aid with efficient operations of the City of Oroville.

**FUND: 116**

**DEPARTMENT: 7660**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Resources</b>					
<b>Beginning Fund Balance</b>	(1,534)	(27,774)	459	459	1,185
<b>Revenues</b>					
Technology Fees	38,235	39,520	35,000	21,510	25,000
Interest Income	61	57	30	15	15
Other/ Transfers In	49	-	168	168	-
<b>Total Revenues</b>	<b>38,345</b>	<b>39,577</b>	<b>35,198</b>	<b>21,693</b>	<b>25,015</b>
<b>Expenses</b>					
Services/Supplies	85	344	1,200	1,967	2,000
Capital Outlay	64,500	11,000	39,500	19,000	19,000
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<b>64,585</b>	<b>11,344</b>	<b>40,700</b>	<b>20,967</b>	<b>21,000</b>
<b>Ending Fund Balance</b>	<b>(27,774)</b>	<b>459</b>	<b>(5,043)</b>	<b>1,185</b>	<b>5,200</b>

## SB1186 C/FUND

### Activity

To account for fees collected under SB 1186, amount remitted to the State on a quarterly basis.

**FUND: 118**  
**DEPARTMENT: 7400**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	-	250	1,381	1,381	2,429
<b>Revenues</b>					
Interest Income	1	2	-	3	3
Fees	251	1,134	-	1,084	1,200
Other	-	-	-	-	-
<b>Total Revenues</b>	<u>252</u>	<u>1,136</u>	<u>-</u>	<u>1,087</u>	<u>1,203</u>
<b>Expenses</b>					
Services/Supplies	2	5	-	40	40
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<u>2</u>	<u>5</u>	<u>-</u>	<u>40</u>	<u>40</u>
 <b>Ending Fund Balance</b>	 250	 1,381	 1,381	 2,428	 3,592

## RECYCLING FUND

### Activity

The Recycling budget accounts for the City's Waste Management activities as required by State Law.

**FUND: 119**  
**DEPARTMENT: 1995**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	88,056	86,209	60,305	60,305	59,604
<b>Revenues</b>					
Grants	5,000	3,456	9,520	6,000	9,250
Interest Income	242	164	50	34	50
Fees	9,502	12,948	11,889	9,733	11,523
Other	-	10	-	-	-
<b>Total Revenues</b>	<u>14,744</u>	<u>16,578</u>	<u>21,459</u>	<u>15,767</u>	<u>20,823</u>
<b>Expenses</b>					
Salaries and Employee Benefits					32,645
Services/Supplies	2,195	4,032	8,476	1,409	3,200
Capital Outlay	-	15,858	15,000	-	15,000
Transfers-Out	14,396	22,592	23,593	15,059	23,593
<b>Total Expenses</b>	<u>16,591</u>	<u>42,482</u>	<u>47,069</u>	<u>16,468</u>	<u>74,438</u>
<b>Ending Fund Balance</b>	86,209	60,305	34,695	59,604	5,989

## SPECIAL GAS TAX FUND

### Activity

This fund is to account for revenues and expenditures of gas sales taxes received from the State of California pursuant to Sections 2107 and 2107.5 of the Streets and Highways Code.

**FUND: 120**

**DEPARTMENT: 7400**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	27,274	10,685	31,894	31,894	39,393
<b>Revenues</b>					
Gas Tax Revenues	114,667	128,084	96,100	82,707	100,000
Interest Income	19	1	-	14	-
<b>Total Revenues</b>	<u>114,686</u>	<u>128,085</u>	<u>96,100</u>	<u>82,721</u>	<u>100,000</u>
<b>Expenses</b>					
Services/Supplies	333	119	300	-	100
Capital Outlay	-	-	-	-	-
Transfers-Out	130,942	106,757	113,000	75,222	95,100
<b>Total Expenses</b>	<u>131,275</u>	<u>106,876</u>	<u>113,300</u>	<u>75,222</u>	<u>95,200</u>
<b>Ending Fund Balance</b>	10,685	31,894	14,694	39,393	44,193

## SPECIAL GAS TAX FUND

### Activity

This fund is to account for revenues and expenditures of gas sales taxes received from the State of California pursuant to Sections 186.1 and 2106 of the Streets and Highways Code.

**FUND: 125**

**DEPARTMENT: 7400**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	18,859	17,505	28,136	28,136	27,847
<b>Revenues</b>					
Gas Tax Revenues	64,281	70,829	64,200	51,757	58,985
Interest Income	30	23	10	14	15
<b>Total Revenues</b>	<u>64,311</u>	<u>70,852</u>	<u>64,210</u>	<u>51,771</u>	<u>59,000</u>
<b>Expenses</b>					
Services/Supplies	333	-	370	-	-
Capital Outlay	-	-	-	-	-
Transfers-Out	65,332	60,221	75,803	52,060	59,000
<b>Total Expenses</b>	<u>65,665</u>	<u>60,221</u>	<u>76,173</u>	<u>52,060</u>	<u>59,000</u>
<b>Ending Fund Balance</b>	17,505	28,136	16,173	27,847	27,847

## SPECIAL GAS TAX FUND

### Activity

This fund is to account for revenues and expenditures of gas sales taxes received from the State of California pursuant to Section 2105 and Section 2103 of the Streets and Highways Code.

**FUND: 127**

**DEPARTMENT: 7400**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	68,661	50,646	135,609	135,609	151,187
<b>Revenues</b>					
Gas Tax Revenues	190,164	341,468	242,300	169,145	250,571
Interest Income	62	63	30	70	30
<b>Total Revenues</b>	<u>190,226</u>	<u>341,531</u>	<u>242,330</u>	<u>169,215</u>	<u>250,601</u>
<b>Expenses</b>					
Services/Supplies	333	-	200	-	-
Capital Outlay	-	-	-	-	-
Transfers-Out	207,908	256,568	242,130	153,637	250,600
<b>Total Expenses</b>	<u>208,241</u>	<u>256,568</u>	<u>242,330</u>	<u>153,637</u>	<u>250,600</u>
<b>Ending Fund Balance</b>	50,646	135,609	135,609	151,187	151,188

## AIRPORT (SPECIAL AVIATION FUND)

### Activity

The Public Works Department operates, develops and maintains the City's Municipal Airport, which is accounted for in the Special Aviation Fund.

#### FUND: 130

#### DEPARTMENT: 3500

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	361,879	107,107	380,861	380,861	511,565
<b>Revenues</b>					
Interest	638	292	200	235	250
Rental Income	171,781	193,254	193,288	167,682	201,218
Grants	145,520	1,198,474	66,280	26,709	30,000
Other Revenues	383,635	342,839	298,674	211,774	254,093
Transfers-In	112,000	199,175	-	-	-
<b>Total Revenues</b>	<u>813,574</u>	<u>1,934,034</u>	<u>558,442</u>	<u>406,400</u>	<u>485,561</u>
<b>Expenses</b>					
Salaries/Benefits	36,621	36,794	33,700	26,379	34,149
Services/Supplies	568,632	402,301	514,609	249,317	296,317
Capital Outlay/Projects	363,901	1,134,409	-	-	-
Transfers-Out	99,192	86,776	94,000	-	97,000
Other Charges (Direct Labor)	-	-	13,100	-	13,000
<b>Total Expenses</b>	<u>1,068,346</u>	<u>1,660,280</u>	<u>655,409</u>	<u>275,696</u>	<u>440,466</u>
<b>Ending Fund Balance</b>	107,107	380,861	283,894	511,565	556,660

## ASSET SEIZURE FUND

### Activity

This fund accounts for revenues and expenses received on sale of seized property which can only be used to supplement and not supplant the enforcement efforts of the Police Department. Funds are received at irregular intervals at which time an adjustment to the budget to appropriate the funds will be requested.

**FUNDS: 155, AS1, AS2, AS3, AS4, AS5**  
**DEPARTMENT: 2510**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	26,805	34,001	77,957	77,957	217,196
<b>Revenues</b>					
Donation Asset Seizure Fund	-	-	-	183,818	200
Sale of Seized Assets	7,117	45,173	-	-	-
Interest	79	83	40	46	40
<b>Total Revenues</b>	<u>7,196</u>	<u>45,256</u>	<u>40</u>	<u>183,864</u>	<u>240</u>
<b>Expenses</b>					
Paid out to other entities	-	-	-	44,625	-
Services/Supplies	-	1,300	-	-	-
Capital Outlay/Equipment	-	-	-	-	-
<b>Total Expenses</b>	<u>-</u>	<u>1,300</u>	<u>-</u>	<u>44,625</u>	<u>-</u>
<b>Ending Fund Balance</b>	34,001	77,957	77,997	217,196	217,436

## PUBLIC SAFETY AUGMENTATION FUND

### Activity

This fund accounts for the revenue generated for public safety by a special sales tax distribution by the County. This fund is managed by the Police Department.

**FUND: 156**

**DEPARTMENT: 7400**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	118,720	149,810	124,099	123,800	117,014
<b>Revenues</b>					
Safety Sales Taxes	102,133	104,289	101,013	64,240	89,847
Interest	-	-	-	-	-
Other	-	-	-	-	-
<b>Total Revenues</b>	<u>102,133</u>	<u>104,289</u>	<u>101,013</u>	<u>64,240</u>	<u>89,847</u>
<b>Expenses</b>					
Transfers-Out	<u>71,043</u>	<u>130,000</u>	<u>141,872</u>	<u>71,026</u>	<u>100,000</u>
<b>Total Expenses</b>	<u>71,043</u>	<u>130,000</u>	<u>141,872</u>	<u>71,026</u>	<u>100,000</u>
<b>Ending Fund Balance</b>	149,810	124,099	83,240	117,014	106,861

## POLICE SUPPLEMENTAL LAW ENFORCEMENT FUND

### Activity

This fund accounts for the revenue generated from the State COPS program. All monies are distributed by the County. This fund is managed by the Police Department.

**FUND: 157**

**DEPARTMENT: 7400**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	131,128	111,737	67,310	67,310	19,576
<b>Revenues</b>					
Other Subvention Spec. Revenue	80,366	93,911	97,970	90,749	94,210
Interest Income	243	193	97	48	24
<b>Total Revenues</b>	<u>80,609</u>	<u>94,104</u>	<u>98,067</u>	<u>90,797</u>	<u>94,234</u>
<b>Expenses</b>					
Capital Outlay/Equipment	-	-	-	-	-
Transfers-Out	100,000	138,531	138,531	138,531	110,000
Other	-	-	-	-	-
<b>Total Expenses</b>	<u>100,000</u>	<u>138,531</u>	<u>138,531</u>	<u>138,531</u>	<u>110,000</u>
<b>Ending Fund Balance</b>	111,737	67,310	26,846	19,576	3,811

## LAW ENFORCEMENT GRANT FUND

### Activity

This fund accounts for the revenue generated from a Grant Programs to provide law enforcement equipment and/or support services, i.e. Federal Grant Awards, Indian Gaming Grants, State Grant Awards.

**FUND: 158**

**DEPARTMENT: 7400/25XX**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	183,520	125,652	117,246	117,246	100,983
<b>Revenues</b>					
Grant Revenues	83,342	143,340	-	68,422	88,000
Transfers-In (Matches)	-	-	-	-	-
Interest	15,006	-	-	-	-
<b>Total Revenues</b>	98,348	143,340	-	68,422	88,000
<b>Expenses</b>					
Salaries and Benefits	-	70,039	85,014	56,629	80,000
Grant Operations	13,617	2,086	-	-	-
Capital Outlay/Equipment	20,728	10,788	-	7,376	8,000
Transfers-Out (General Fund)	121,871	68,833	32,452	20,680	-
Other	-	-	-	-	-
<b>Total Expenses</b>	156,216	151,746	117,466	84,685	88,000
<b>Ending Fund Balance</b>	125,652	117,246	(220)	100,983	100,983

## LAW ENFORCEMENT DEVELOPMENT IMPACT FEES

### Activity

This fund accounts for the revenue generated from Impact Fees to provide law enforcement personnel and equipment which could not otherwise be funded.

**FUND: 159**

**DEPARTMENT: 7400/25XX**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	52,836	53,843	55,435	55,435	58,614
<b>Revenues</b>					
Impact Fees	863	1,955	2,668	4,835	5,000
Interest	144	89	89	31	50
<b>Total Revenues</b>	<u>1,007</u>	<u>2,044</u>	<u>2,757</u>	<u>4,866</u>	<u>5,050</u>
<b>Expenses</b>					
Services/Supplies	-	452	45,580	1,687	2,500
Transfers-Out (General Fund)	-	-	-	-	-
<b>Total Expenses</b>	<u>-</u>	<u>452</u>	<u>45,580</u>	<u>1,687</u>	<u>2,500</u>
<b>Ending Fund Balance</b>	53,843	55,435	12,612	58,614	61,164

## FIRE SUPPRESSION IMPACT FEES

### Activity

This fund's purpose is to provide funds for additional equipment needed.

**FUND: 163**  
**DEPARTMENT: 7400**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	20,634	20,872	21,415	21,415	19,841
<b>Revenues</b>					
Impact Fees	183	977	1,787	2,403	2,500
Interest	56	46	70	12	50
Transfers-In	-	-	-	-	-
<b>Total Revenues</b>	<u>239</u>	<u>1,023</u>	<u>1,857</u>	<u>2,415</u>	<u>2,550</u>
<b>Expenses</b>					
Services/Supplies	1	480	15,580	2,302	2,500
Capital Outlay	-	-	10,000	1,687	2,000
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<u>1</u>	<u>480</u>	<u>25,580</u>	<u>3,989</u>	<u>4,500</u>
<b>Ending Fund Balance</b>	20,872	21,415	(2,308)	19,841	17,891

## CONTINGENCY FUND

### Activity

This fund's purpose is to provide for urgent unanticipated expenditures.

**FUND: 165**  
**DEPARTMENT: 7420**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Resources</b>					
<b>Beginning Fund Balance</b>	1,217,890	346,621	275,570	275,570	292,568
<b>Revenues</b>					
Other	-	-	-	-	-
Transfers-In	-	-	43,498	43,498	7,600
<b>Total Revenues</b>	-	-	43,498	43,498	7,600
<b>Expenses</b>					
Contingencies	-	75,000	-	-	-
Property Acquisition	871,269	(3,949)	-	-	-
Equipment	-	-	-	-	-
Transfers-Out	-	-	-	26,500	-
<b>Total Expenses</b>	871,269	71,051	-	26,500	-
<b>Ending Fund Balance</b>	346,621	275,570	319,068	292,568	300,168

## GRANTS / FIRE FUND

### Activity

This fund accounts for revenues generated from Indian Gaming and other Grant Funds to provide equipment that could not otherwise be funded.

#### FUND: 166

#### DEPARTMENT: 2010

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	161,805	123,491	15,448	15,448	(283,953)
<b>Revenues</b>					
Interest		240		-	-
Grants	36,100	309,559	318,656	90,199	357,487
Transfers-In	-	15,334	-	-	-
<b>Total Revenues</b>	<u>36,100</u>	<u>325,133</u>	<u>318,656</u>	<u>90,199</u>	<u>357,487</u>
<b>Expenses</b>					
Salaries/Intern	37,668	139,950	412,790	389,600	357,487
Training	9,836	10,898	-	-	-
Services/Supplies	3,963	804	-	-	-
Capital Outlay	22,947	281,524	-	-	-
Transfer-Out	-	-	-	-	-
<b>Total Expenses</b>	<u>74,414</u>	<u>433,176</u>	<u>412,790</u>	<u>389,600</u>	<u>357,487</u>
<b>Ending Fund Balance</b>	123,491	15,448	(78,686)	(283,953)	(283,953)

## PEG FEE FUND

### Activity

This fund accounts for revenues collected under the 1984 Cable Franchise Policy and Communications Act. This Fund is designated for Public, Educational, or Governmental use.

**FUND: 168**

**DEPARTMENT: 7680**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	21,925	41,571	70,284	70,284	88,300
<b>Revenues</b>					
Franchise Fees	19,570	28,600	-	17,885	18,000
Interest	76	113	-	131	130
Other	-	-	-	-	-
<b>Total Revenues</b>	19,646	28,713	-	18,016	18,130
<b>Expenses</b>					
Admin. Overhead	-	-	-	-	-
Services/Supplies	-	-	-	-	-
Transfer-out	-	-	-	-	-
<b>Total Expenses</b>	-	-	-	-	-
<b>Ending Fund Balance</b>	41,571	70,284	70,284	88,300	106,430

## GENERAL GOVERNMENT DEVELOPMENT IMPACT FEES

### Activity

This fund accounts for revenues from General Government Development Impact Fees and provides funding for the increasing operation costs and improvements to facilities.

**FUND: 169**

**DEPARTMENT: 7400**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	12,689	6,397	3,146	3,146	6,972
<b>Revenues</b>					
Impact Fees	683	2,223	2,806	5,509	8,500
Interest	25	6	-	4	15
Other	-	-	-	-	-
<b>Total Revenues</b>	708	2,229	2,806	5,513	8,515
<b>Expenses</b>					
Admin. Overhead	-	-	-	-	-
Services/Supplies	-	480	5,580	1,687	2,000
Transfer-out	7,000	5,000	-	-	-
<b>Total Expenses</b>	7,000	5,480	5,580	1,687	2,000
<b>Ending Fund Balance</b>	6,397	3,146	371	6,972	13,487

## OPFA OPERATIONS

write staff report to disband this fund

Due to the 2015 Bond refunding we no longer need to run 2015 bond payments through OPFA anymore

### Activity

The OPFA (Oroville Public Financing Authority) is a separate legal entity, whose policy direction is controlled by a Board of Directors consisting of the City Council. The Authority acts as a conduit for Public Financings of the City and/or the Successor Agency. The Authority issues tax exempt municipal debt, which is secured by the Revenues received by assessment bonds or loans made between the City and the Authority pursuant to the Marks Roos Act. This fund accounts for the revenues from loans and assessment bonds and transfers to Debt Service Fund No. 280.

### FUND: 180

### DEPARTMENT: 1800

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Resources</b>					
Adjustment		(364,042)			
<b>Beginning Fund Balance</b>	2,008,667	859,625	22,502	22,502	22,502
<b>Revenues</b>					
Principal & Interest	1,135,781	1,081,652	14,000,475	-	-
Bond Proceeds/Refunds	-	-	-	-	-
Transfer-In	-	-	-	-	-
<b>Total Revenues</b>	<u>1,135,781</u>	<u>1,081,652</u>	<u>14,000,475</u>	<u>-</u>	<u>-</u>
<b>Expenses</b>					
Transfers-Out	1,920,781	1,918,775	14,000,475	-	22,502
Other	-	-	-	-	-
<b>Total Expenses</b>	<u>1,920,781</u>	<u>1,918,775</u>	<u>14,000,475</u>	<u>-</u>	<u>22,502</u>
<b>Ending Fund Balance</b>	1,223,667	22,502	22,502	22,502	-

## SUMMARY OF THE MAINTENANCE DISTRICTS

### Activity

The Maintenance Districts maintains the landscaping and lighting in the various subdivisions.

**FUND: 184**

**DEPARTMENT: 1701-1715**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Resources</b>					
Adjust to actual					
<b>Beginning Fund Balance</b>	35,285	14,929	31,581	30,207	39,836
<b>Revenues</b>					
Assessments	23,634	48,676	37,333	33,747	20,346
Interest	56	32	-	17	-
Other	-	-	-	-	-
<b>Total Revenues</b>	<u>23,690</u>	<u>48,708</u>	<u>37,333</u>	<u>33,764</u>	<u>20,346</u>
<b>Expenses</b>					
Admin. Overhead	17,073	11,327	12,813	7,807	14,000
Services/Supplies	25,200	20,729	25,339	16,235	20,125
Other	1,773	-	555	92	100
<b>Total Expenses</b>	<u>44,046</u>	<u>32,056</u>	<u>38,707</u>	<u>24,134</u>	<u>34,225</u>
 <b>Ending Fund Balance</b>	 14,929	 31,581	 30,207	 39,836	 25,957

## SUMMARY OF THE BENEFIT ASSESSMENT DISTRICTS

**Activity**

To record revenues and expenditures for the Benefit Assessment Districts.

**FUND: 185**

**DEPARTMENT: 1850-1857**

	2012-13 Expected	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Resources</b>					
<b>Beginning Fund Balance</b>	62,730	61,272	61,017	61,017	57,740
<b>Revenues</b>					
Assessments	1,140	2,000	-	-	-
Interest	171	128	70	33	72
Other	-	-	-	-	-
<b>Total Revenues</b>	<u>1,311</u>	<u>2,128</u>	<u>70</u>	<u>33</u>	<u>72</u>
<b>Expenses</b>					
Admin. Overhead/ Personnel	108	187	100	71	136
Services/Supplies	2,661	2,196	2,030	3,239	3,158
Other	-	-	10	-	8
<b>Total Expenses</b>	<u>2,769</u>	<u>2,383</u>	<u>2,140</u>	<u>3,310</u>	<u>3,301</u>
<b>Ending Fund Balance</b>	61,272	61,017	58,946	57,740	54,510

## WESTSIDE PUBLIC SAFETY FACILITY 2006-1

### Activity

To record revenues and expenditures for the Westside Public Safety Facility Fund.

**FUND: 186**  
**DEPARTMENT: 1903**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Resources</b>					
<b>Beginning Fund Balance</b>	151,583	183,976	222,570	222,570	280,096
<b>Revenues</b>					
Special Assessments	33,000	38,953	35,062	57,822	58,000
Interest	434	408	240	121	280
Other	-	-	-	-	-
<b>Total Revenues</b>	<u>33,434</u>	<u>39,361</u>	<u>35,302</u>	<u>57,943</u>	<u>58,280</u>
<b>Expenses</b>					
Services/Supplies	1,000	767	1,273	417	800
Other	41	-	-	-	-
<b>Total Expenses</b>	<u>1,041</u>	<u>767</u>	<u>1,273</u>	<u>417</u>	<u>800</u>
<b>Ending Fund Balance</b>	183,976	222,570	256,599	280,096	337,576

## PUBLIC SAFETY SERVICES 2006-2

### Activity

To record revenues and expenditures for the Public Safety Services 2006-2 Fund.

**FUND: 187**  
**DEPARTMENT: 1953**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Resources</b>					
<b>Beginning Fund Balance</b>	151,751	184,145	222,472	222,472	280,110
<b>Revenues</b>					
Special Assessments	33,000	38,788	35,046	57,822	58,000
Interest	435	306	350	121	150
Other	-	-	-	-	-
<b>Total Revenues</b>	<u>33,435</u>	<u>39,094</u>	<u>35,396</u>	<u>57,943</u>	<u>58,150</u>
<b>Expenses</b>					
Services/Supplies	1,041	767	1,272	305	400
Other	-	-	-	-	-
<b>Total Expenses</b>	<u>1,041</u>	<u>767</u>	<u>1,272</u>	<u>305</u>	<u>400</u>
<b>Ending Fund Balance</b>	184,145	222,472	256,596	280,110	337,860

## SUPPLEMENTAL BENEFITS FUND

### Activity

To record revenues and expenditures for the Supplemental Benefit Fund.

**FUND: 190**  
**DEPARTMENT: 9920**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Resources</b>					
<b>Beginning Fund Balance</b>	162,743	190,658	267,573	267,573	300,837
<b>Revenues</b>					
Grants			100,000	100,000	100,000
DWR Drawdown	157,273	245,591	34,871	34,871	34,871
Interest	-	137	150	231	150
Other	-	-	-	250	-
<b>Total Revenues</b>	157,273	245,728	135,021	135,352	135,021
<b>Expenses</b>					
Salaries/Benefits	39,080	42,294	47,554	38,357	47,554
Services/Supplies and Grants	90,278	126,519	309,925	63,731	87,467
Other	-	-	-	-	-
<b>Total Expenses</b>	129,358	168,813	357,479	102,088	135,021
<b>Ending Fund Balance</b>	190,658	267,573	45,115	300,837	300,837

**SUCCESSOR AGENCY ADMINISTRATION  
AND AGENCY ENFORCEABLE OBLIGATION FUND**

Formerly the Redevelopment Agency Tax Increment Fund. This consists of several departments to account for the activities which are funded by Tax Increment, as approved by the Oversight Board and State Department of Finance.

**FUND: 198**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	3,363,220	1,795,202	2,033,282	2,033,282	2,010,538
<b>Revenues</b>					
Tax Increment	1,417,241	1,991,449	1,785,618	289,925	1,340,500
Bond/Loan Proceeds Other Sources	-	-	-	-	-
Grants		4,976		-	
Intergovernmental Revenues	250,000	375,000	250,000	-	-
Interest Revenues	7,355	34,516	-	6,859	6,200
Other Revenues	330,612	6,197	152,310	4,804	4,500
Grants	-	6,500	-	-	-
Transfers-In	(63)	-	-	-	22,502
<b>Total Revenues</b>	<u>2,005,145</u>	<u>2,418,638</u>	<u>2,187,928</u>	<u>301,588</u>	<u>1,373,702</u>
<b>Expenses</b>					
Operations (9000)	1,338,441	242,952	219,474	116,200	253,000
Blight Removal (9050)	12,666	5,280	7,054	840	1,000
Enterprise Zone (9150)	(79)	1,469	-	10,008	10,000
Debt Service (9200)	1,930,848	1,924,339	1,991,328	1,883,455	1,817,255
Comm. Prom./Ind Recruit. (9400)	-	-	-	-	-
Marketing and Tourism (9405)	36	18	-	35	-
Economic Dev. Projects (9450)	-	-	-	-	-
Grants (9805)	231,936	6,500	-	-	-
All Other	59,315	-	-	-	-
<b>Total Expenses</b>	<u>3,573,163</u>	<u>2,180,558</u>	<u>2,217,856</u>	<u>2,010,538</u>	<u>2,081,255</u>
<b>Ending Fund Balance</b>	1,795,202	2,033,282	2,003,354	324,332	1,302,985

## CITY OF OROVILLE SUCCESSOR AGENCY

The Agency provides and accounts for the RDA tax increment and bond funds. This Agency is established to promote managed growth in the Agency boundaries.

Budget Description	2012-13 Actuals	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Fund 198 Budgets</b>					
SA Operations	1,338,441	242,952	219,474	116,200	253,000
SA Debt Service	1,930,848	1,924,339	1,991,328	1,883,455	1,817,255
Blight Removal	12,666	5,280	7,054	840	1,000
Enterprise Zone	(79)	1,469	-	10,008	10,500
Comm. Prom./Industrial Recruitment	-	-	-	-	-
Marketing & Tourism	36	18	-	35	-
Economic Development Projects	-	-	-	-	-
Grants	231,936	6,500	-	-	-
Other	59,315	-	-	-	-
<b>Total Fund 198 Budgets</b>	<b>3,573,163</b>	<b>2,180,558</b>	<b>2,217,856</b>	<b>2,010,538</b>	<b>2,081,755</b>
<b>Fund 395/396/397 Budgets</b>					
Streets Projects	-	-	-	-	-
Building Facility Projects	250,186	-	-	-	-
Parks Facilities	-	-	-	-	-
Subtotal Fund 395	-	-	-	-	-
Subtotal Fund 396	-	-	-	-	-
Subtotal Fund 397	250,186	-	-	-	-
<b>Total Fund 395/396/397 Budgets</b>	<b>500,372</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

## RDA OPERATIONS

**Activity**

This budget coordinates the general operations and management of the Successor Agency which is funded by tax increment.

**FUND: 198**

**DEPARTMENT: 9000**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Expenses</b>					
Salaries/Benefits	137,168	-	-	30,536	-
Services/Supplies	2,863,259	250,000	219,484	85,664	253,000
Loan Payments	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<b>3,000,427</b>	<b>250,000</b>	<b>219,484</b>	<b>116,200</b>	<b>253,000</b>

## RDA BLIGHT

### Activity

This budget accounts for the Blight removal accounts for the blight eradication program which is coordinated by the City of Oroville Police, Code Enforcement and Fire Departments.

**FUND: 198**

**DEPARTMENT: 9050**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Expenses</b>					
Services/Supplies	25,000	-	7,054	840	1,000
Transfers-Out (General Fund)	-	-	-	-	-
<b>Total Expenses</b>	<u>25,000</u>	<u>-</u>	<u>7,054</u>	<u>840</u>	<u>1,000</u>

## ENTERPRISE ZONE

**Activity**

This budget coordinates the general operations and management of the Enterprise Zone operations.

**FUND: 198**

**DEPARTMENT: 9150**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Expenses</b>					
Salaries/Benefits	120	-	-	-	-
Services/Supplies	47,217	-	-	465	500
Capital Outlay	-	-	-	-	-
Transfers-Out	65,160	-	-	9,543	10,000
<b>Total Expenses</b>	<b>112,497</b>	<b>-</b>	<b>-</b>	<b>10,008</b>	<b>10,500</b>

**RDA DEBT SERVICE FUND 198**

**Activity**

Debt service on the 2002, and 2004 RDA Bonds which created a loan between the City and the OPFA. The associated Bond Agent Fees, and Arbitrage Rebate Calculation Services are paid from this budget.

**FUND: 198**  
**DEPARTMENT: 9200**

	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2014-15</b>	<b>2015-16</b>
	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>YTD</b>	<b>Budget</b>
<b>Expenses</b>					
Bond Agent Fees/Arbitrage Disclosure Servi	10,067	4,085	8,000	2,200	6,000
Principle	785,000	815,000	845,000	845,000	805,000
Interest	1,135,781	1,105,254	1,069,574	1,036,255	1,006,255
Other	-	-	-	-	-
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<u>1,930,848</u>	<u>1,924,339</u>	<u>1,922,574</u>	<u>1,883,455</u>	<u>1,817,255</u>

## PIONEER MUSEUM FUND

**Activity**

This fund is restricted. Funds transferred here in 1999 from the Butte County Pioneer memorial association from a trust account. The City can appropriate interest only.

**FUND: 435**  
**DEPARTMENT: XXX**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	100,999	100,999	101,047	101,047	101,047
<b>Revenues</b>					
Interest		48			
<b>Total Revenues</b>	-	48	-	-	-
<b>Expenses</b>					
Services & Supplies					
Capital Projects/Assets					
Transfers Out					
<b>Total Expenses</b>	-	-	-	-	-
<b>Ending Fund Balance</b>	100,999	101,047	101,047	101,047	101,047

**PUBLIC WORKS MANUFACTURING DEVELOPMENT CENTER**

**Activity**

This fund accounts for revenues and expenses of the Business Development Center located in the Airport Business Park. The facility is managed by the Public Works Department.

**FUND: 440**

**DEPARTMENT: 8600**

	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2014-15</b>	<b>2015-16</b>
	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>YTD</b>	<b>Budget</b>
<b>Beginning Fund Balance</b>	175,146	74,061	(97,526)	(97,526)	(109,420)
<b>Revenues</b>					
Rental Income	72,000	18,000	-	-	-
Interest	377	44	-	-	-
Other	-	-	-	4,073	-
<b>Total Revenues</b>	<u>72,377</u>	<u>18,044</u>	<u>-</u>	<u>4,073</u>	<u>-</u>
<b>Expenses</b>					
Salaries/Benefits	1,908	2,013	81	40	-
Services/Supplies	16,615	26,077	53,039	15,927	17,000
Capital Outlay/Equipment	42,939	-	-	-	-
Transfers-Out	112,000	161,541	-	-	-
<b>Total Expenses</b>	<u>173,462</u>	<u>189,631</u>	<u>53,120</u>	<u>15,967</u>	<u>17,000</u>
<b>Ending Fund Balance</b>	74,061	(97,526)	(150,646)	(109,420)	(126,420)

## RDA REVOLVING LOAN FUND

**Activity**

This fund accounts for RDA Revolving Loan Fund.

**FUND: 498**

**DEPARTMENT: 8448**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Resources</b>					
<b>Beginning Fund Balance</b>	748,314	5,616	54,380	54,380	54,410
<b>Revenues</b>					
Interest	4,807	980	2,900	30	-
Loan Repayments	6,764	47,784	23,000	-	-
Transfers-In	-	-	-	-	-
<b>Total Revenues</b>	<u>11,571</u>	<u>48,764</u>	<u>25,900</u>	<u>30</u>	<u>-</u>
<b>Expenses</b>					
Loans Made	-	-	-	-	-
Services/Supplies	-	-	-	-	-
Charges by Other Gov't	754,269	-	-	-	-
<b>Total Expenses</b>	<u>754,269</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Ending Fund Balance</b>	5,616	54,380	80,280	54,410	54,410

## FEATHER RIVER BLUFFS

**Activity**

To record revenue for the plan retention fund.

**FUND: 610**

**DEPARTMENT: XXXX**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	(561,101)	(561,051)	(561,013)	(561,013)	(560,981)
<b>Revenues</b>					
Interest	50	38	-	32	-
Other	-	-	-	-	-
<b>Total Revenues</b>	<u>50</u>	<u>38</u>	<u>-</u>	<u>32</u>	<u>-</u>
<b>Expenses</b>					
Salaries and Benefits		-	-	-	-
Services/Supplies	-	-	-	-	-
Capital Outlay/Equipment	-	-	-	-	-
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Ending Fund Balance</b>	(561,051)	(561,013)	(561,013)	(560,981)	(560,981)

## PLAN RETENTION FUND

### Activity

To record revenue for the plan retention fund.

**FUND: 705**

**DEPARTMENT: 7005**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	14,120	15,729	19,243	19,243	22,812
<b>Revenues</b>					
Plan Retention Fees	1,574	3,506	1,910	3,579	4,000
Interest	40	28	39	11	30
Other	-	-	-	-	-
<b>Total Revenues</b>	<u>1,614</u>	<u>3,534</u>	<u>1,949</u>	<u>3,590</u>	<u>4,030</u>
<b>Expenses</b>					
Salaries and Benefits		452	-	-	-
Services/Supplies	5	20	-	21	25
Capital Outlay/Equipment	-	-	-	-	-
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<u>5</u>	<u>20</u>	<u>-</u>	<u>21</u>	<u>25</u>
<b>Ending Fund Balance</b>	15,729	19,243	21,192	22,812	26,817

## ANNEXATION FUND

### Activity

The Annexation Fund was established to pay for consultants and other costs to complete annexations to expand the City limits.

**FUND: 710**

**DEPARTMENT: 7015**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	44,807	37,323	37,402	37,402	35,302
<b>Revenues</b>					
Interest Income	113	79	40	-	75
Transfers-In	-	-	-	-	-
<b>Total Revenues</b>	<u>113</u>	<u>79</u>	<u>40</u>	<u>-</u>	<u>75</u>
<b>Expenses</b>					
Services/Supplies	7,597	-	37,424	2,100	35,377
Transfers	-	-	-	-	-
<b>Total Expenses</b>	<u>7,597</u>	<u>-</u>	<u>37,424</u>	<u>2,100</u>	<u>35,377</u>
<b>Ending Fund Balance</b>	37,323	37,402	18	35,302	0

## BUSINESS ASSISTANCE & HOUSING DEVELOPMENT

### Activity

The Business Assistance & Housing Development Management Analyst is responsible for the management of eight to twelve grants per fiscal year, ranging from First Time Home Buyer's, Housing Rehabilitation and Technical Assistance to Economic Development.

Budget Description	Fund No.	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Budgets</b>						
Housing Administration	140	617,646	551,780	933,061	388,797	367,950
Housing Program Fund	141	328,726	772,137	678,094	125,059	493,817
First Time Home Buyers	149	2,420,133	524,786	1,013,168	661,162	780,000
CDBG Community Development	150	1,863,735	1,662,880	4,872,505	996,373	883,500
CDBG Economic Development	151	569,214	715,358	169,943	289,894	448,868
Planning Grants	160	109,292	145,126	329,333	114,282	100,000
RDA Housing Set-Aside	199	2,028,271	405,000	-	-	-
CDBG/Housing Rehabilitation/ED RLF	450	408,600	38,645	621,615	87,368	130,000
Economic Development RLF	451	15,520	16,099	3,630	-	-
CDBG Housing Revolving Loan	452	-	-	-	-	-
Micro Enterprise Revolving Loan	453	-	1,129,956	1,612,086	1,058,839	1,082,494
Cal Home Revolving Loan Fund	454	-	-	122,325	33,880	52,000
Home Revolving Loan	455	6,014	244,797	-	-	-
Housing Rehab. Assistance	456	-	-	-	-	-
Public Facility RLF	457	1,223,255	-	-	-	-
Housing Rehab Grant	456	-	-	-	-	-
Rural Business Enterprise Grants	458	-	-	-	-	-
City Revolving Loan	460	10,025	110,400	120,000	-	-
<b>Total Budgets Managed by Director of Business Assistance/Housing Dev.</b>		<b>9,600,431</b>	<b>6,316,964</b>	<b>10,475,760</b>	<b>3,755,654</b>	<b>4,338,630</b>

	2012-13	2013-14	2014-15	2015-16
<b>Positions</b>				
Director of Business Asst. & Housing Dev. (Frozen)	1	1	-	-
Management Analyst III	1	1	1	1
Administrative/Program Analyst II (Frozen)	2	-	-	-
Program Analyst I	1	1	1	1
Enterprise Zone Business Assistance Coordinator (/ED Coord.)	1	1	1	1
Administrative Assistant (Frozen)	1	-	-	-
Code Enforcement Staff Assistant (Moved to Planning and Comm. Dev.)	1	1	-	-
Housing Dev./Bldg Maint. Supervisor (frozen)	1	1	-	-
Building Maintenance Tech. II	1	1	1	1
Code and Construction Compliance Specialist	-	-	1	1
Code Enforcement Specialist (Moved to Planning and Comm. Dev.)	1	1	-	-
<b>Total</b>	<b>11</b>	<b>8</b>	<b>5</b>	<b>5</b>

## HOUSING ADMINISTRATION

### Activity

The Housing Administration Fund accounts for housing expenditures for administrative overhead. These expenditures are recovered from grants and the RDA Housing Set-Aside Fund.

**FUND: 140**

**DEPARTMENT: 8900**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	-	18,806	9,224	9,224	(2,102)
<b>Revenues</b>					
Transfers-In	636,452	542,198	-	377,471	416,583
Interest	-	-	-	-	-
Other (Grant)	-	-	316,700	-	-
<b>Total Revenues</b>	<u>636,452</u>	<u>542,198</u>	<u>316,700</u>	<u>377,471</u>	<u>416,583</u>
<b>Expenses</b>					
Salaries/Benefits	617,646	551,780	400,361	388,797	367,950
Service/Supplies	-	-	27,700	-	-
Capital outlay	-	-	289,000	-	-
Transfers-Out	-	-	216,000	-	-
<b>Total Expenses</b>	<u>617,646</u>	<u>551,780</u>	<u>933,061</u>	<u>388,797</u>	<u>367,950</u>
<b>Ending Fund Balance</b>	18,806	9,224	(607,137)	(2,102)	46,531

## HOUSING PROGRAM FUND

### Activity

The Housing Program Fund now includes housing activities that were formerly redevelopment agency activities.

### FUND: 141

	2012-13 Actual	2014-15 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	1,022,892	1,424,247	1,184,446	1,184,446	1,158,978
<b>Revenues</b>					
Loan Repayments	115,946	163,333	20,815	40,337	74,817
Sale of Property	535,000	310,000	355,000	-	355,000
Interest	37,417	52,619	39,185	34,963	39,000
Transfers-In	-	1	-	-	-
Other	41,718	6,383	6,892	24,291	25,000
<b>Total Revenues</b>	<u>730,081</u>	<u>532,336</u>	<u>421,892</u>	<u>99,591</u>	<u>493,817</u>
<b>Expenses</b>					
Salaries and Benefits	16,087	6,279	-	-	-
Service/Supplies	312,151	461,360	348,094	108,831	110,000
Capital Assets	-	135,661	100,000	-	355,000
Transfers-Out	488	168,837	230,000	16,228	28,817
<b>Total Expenses</b>	<u>328,726</u>	<u>772,137</u>	<u>678,094</u>	<u>125,059</u>	<u>493,817</u>
<b>Ending Fund Balance</b>	1,424,247	1,184,446	928,244	1,158,978	1,158,978

**HOME  
FIRST TIME HOME BUYER GRANT FUND**

**Activity**

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

**FUND: 149**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	508,627	627,924	631,980	631,980	751,945
<b>Revenues</b>					
Grant Revenue	2,373,701	227,731	379,188	728,048	725,000
Loan Repayments	35,484	38,570	1,938	48,894	50,000
Interest	10,308	7,541	-	4,185	5,000
Transfers-In	119,937	255,000	-	-	-
<b>Total Revenues</b>	<u>2,539,430</u>	<u>528,842</u>	<u>381,126</u>	<u>781,127</u>	<u>780,000</u>
<b>Expenses</b>					
Loans Made	2,273,034	415,784	736,507	490,402	775,000
Loan Administration	27,162	24,735	43,323	669	5,000
Capital Outlay	-	-	8,000	-	-
Transfers-Out	119,937	84,267	225,338	170,091	-
<b>Total Expenses</b>	<u>2,420,133</u>	<u>524,786</u>	<u>1,013,168</u>	<u>661,162</u>	<u>780,000</u>
<b>Ending Fund Balance</b>	627,924	631,980	(62)	751,945	751,945

**COMMUNITY DEVELOPMENT BLOCK GRANT FUND  
GENERAL ACTIVITIES P/TA**

**Activity**

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

**FUND: 150**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2015-16 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	1,372,602	886,847	2,060,450	2,060,450	1,949,160
<b>Revenues</b>					
Grant Revenue	1,093,044	1,034,165	2,750,000	500,000	500,000
Loan Repayments	51,423	108,476	-	196,420	200,000
Other (incl interest)	26,306	77,615	-	28,892	30,000
Sale of Property/ Rent	-	2,956	-	3,321	3,500
Transfers-In	207,207	1,613,271	220,212	156,450	150,000
<b>Total Revenues</b>	<u>1,377,980</u>	<u>2,836,483</u>	<u>2,970,212</u>	<u>885,083</u>	<u>883,500</u>
<b>Expenses</b>					
Salaries and Benefits	134,654	39,608	197,843	5,329	15,000
Grants - Loans/Rehab	634,971	646,471	3,120,335	692,875	700,000
Other (Loan Admin)	324,140	238,155	461,315	11,889	20,000
Capital Outlay	289,930	11,229	141,660	21	-
Community Grants	-	-	-	-	-
Transfers-Out	480,040	727,417	951,352	286,259	148,500
<b>Total Expenses</b>	<u>1,863,735</u>	<u>1,662,880</u>	<u>4,872,505</u>	<u>996,373</u>	<u>883,500</u>
<b>Ending Fund Balance</b>	886,847	2,060,450	158,157	1,949,160	1,949,160

## CDBG ECONOMIC DEVELOPMENT LOAN FUNDS

### Activity

This fund accounts for the Economic Development Block Grant Fund.

### FUND: 151

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	(199,412)	182,894	276,353	276,353	276,353
<b>Revenues</b>					
Grant Revenue	516,665	313,252	235,000	-	235,000
Loan Repayments	343,084	403,012	148,194	233,379	153,868
Other Incl. Interest	92,004	92,553	-	56,515	60,000
Transfers-In	(234)	-	-	-	-
<b>Total Revenues</b>	<u>951,519</u>	<u>808,817</u>	<u>383,194</u>	<u>289,894</u>	<u>448,868</u>
<b>Expenses</b>					
Salaries and Benefits	353	-	-	-	-
Loans Made	135,524	245,000	128,318	-	128,318
Other (Loan Admin)	7,429	4,778	9,625	-	9,625
Capital Outlay	-	-	-	-	-
Transfers-Out	425,908	465,580	32,000	289,894	310,925
<b>Total Expenses</b>	<u>569,214</u>	<u>715,358</u>	<u>169,943</u>	<u>289,894</u>	<u>448,868</u>
<b>Ending Fund Balance</b>	182,894	276,353	489,604	276,353	276,353

## MISC GRANT FUND

### Activity

This fund has been used as for various Grant Programs. Recently it has been used for planning grants and the enterprise voucher program.

### FUND: 160

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	18,500	(60,862)	44,778	44,778	86,930
<b>Revenues</b>					
Grants	-	142,285	99,190	156,434	100,000
Other	11,830	84,770	7,000	-	-
Investment earnings		21			
Transfer-In	18,100	23,690	-	-	-
<b>Total Revenues</b>	<u>29,930</u>	<u>250,766</u>	<u>106,190</u>	<u>156,434</u>	<u>100,000</u>
<b>Expenses</b>					
Salaries and Benefits	121	-	-	-	-
Operating Supplies	109,171	145,126	329,333	114,282	100,000
Capital Assets					
Transfers Out	-	-	-	-	-
<b>Total Expenses</b>	<u>109,292</u>	<u>145,126</u>	<u>329,333</u>	<u>114,282</u>	<u>100,000</u>
<b>Ending Fund Balance</b>	(60,862)	44,778	(178,365)	86,930	86,930

## RDA HOUSING SET-ASIDE

**Activity**

This budget accounts for the expenses and revenues of the RDA's Low & Moderate Incc Set-Aside Funds. The RDA sets aside a minimum of 20% of all tax increments received for this purpose, as a requirement under California Redevelopment Law.

**FUND: 199**

**DEPARTMENT: 9100/9101**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	2,260,459	232,188	(172,500)	(172,500)	(172,400)
<b>Revenues</b>					
Tax Increment	-	-	-	-	-
Other Tax Revenues	-	-	-	-	-
Federal Grants (Blight)	-	-	-	-	-
Blight Removal Fees	-	-	-	-	-
Interest	-	-	-	-	-
Loan Payments	-	-	-	-	-
Sale of Property	-	-	-	-	-
Lease to Own	-	-	-	-	-
Other	-	313	-	100	-
Transfer-In	-	-	-	-	172,400
<b>Total Revenues</b>	-	313	-	100	172,400
<b>Expenses</b>					
Salaries/Benefits	26	-	-	-	-
Service/Supplies	850,905	-	-	-	-
Loans Made	1,000,000	-	-	-	-
Capital Outlay	-	-	-	-	-
Capital Outlay/Buildings/Land	-	-	-	-	-
Capital Outlay Sidewalks/Paygrd Eq.	-	-	-	-	-
Transfers-Out/Matches	-	-	-	-	-
Transfers-Out/Admin.	-	-	-	-	-
Transfers-Out	177,340	405,000	-	-	-
<b>Total Expenses</b>	2,028,271	405,000	-	-	-
<b>Ending Fund Balance</b>	232,188	(172,500)	(172,500)	(172,400)	-

**CITY  
HOUSING REHABILITATION/ECONOMIC DEVELOPMENT  
REVOLVING LOAN FUND**

**Activity**

This fund accounts for repayment of loans to Low and Moderate Income Families. The funds received for payment are available to fund a variety of activities which benefit the City.

**FUND: 450**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	977,467	722,101	764,272	764,272	736,530
<b>Revenues</b>					
Interest	59,734	32,013	32,104	10,800	10,891
Loan Repayments	92,121	41,450	38,696	48,826	48,782
Other	1,379	-	-	-	-
Transfers-In	-	7,353	-	-	70,327
<b>Total Revenues</b>	<u>153,234</u>	<u>80,816</u>	<u>70,800</u>	<u>59,626</u>	<u>130,000</u>
<b>Expenses</b>					
Community Development Loans	325,000	-	577,025	83,225	100,000
Service/Supplies	8,600	3,645	11,550	241	10,000
Transfers-Out	75,000	35,000	33,040	3,902	20,000
<b>Total Expenses</b>	<u>408,600</u>	<u>38,645</u>	<u>621,615</u>	<u>87,368</u>	<u>130,000</u>
<b>Ending Fund Balance</b>	722,101	764,272	213,457	736,530	736,530

**CDBG ECONOMIC DEVELOPMENT  
REVOLVING LOAN FUND**

**Activity**

This fund accounts for funds received from CDBG Economic Development Grant which are authorized to be loaned to private enterprises according to the Re-Use Plan. These funds have been reclassified program income, effective July 1, 2014.

**FUND: 451**

**DEPARTMENT: 84XX**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2015-16 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	5,328	4,133	(687)	(687)	(687)
<b>Revenues</b>					
Interest	4,502	4,414	9,440	-	-
Loan Repayments	9,823	6,865	-	-	-
Transfers-In	-	-	3,630	-	687
<b>Total Revenues</b>	<u>14,325</u>	<u>11,279</u>	<u>13,070</u>	<u>-</u>	<u>687</u>
<b>Expenses</b>					
Community Development Loans	-	-	-	-	-
Other (Loan Admin.)	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Transfers-Out ( Admin)	15,520	16,099	3,630	-	-
<b>Total Expenses</b>	<u>15,520</u>	<u>16,099</u>	<u>3,630</u>	<u>-</u>	<u>-</u>
<b>Ending Fund Balance</b>	4,133	(687)	8,753	(687)	-

## CDBG HOUSING REVOLVING LOAN FUND

**Activity**

This fund accounts for the CDBG Housing, Revolving Loan Fund created from CDBG Housing Program income in accordance with the Re-Use Plan.

**FUND: 452**

**DEPARTMENT: 8452**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	-	-	-	-	-
<b>Revenues</b>					
Interest	-	-	-	-	-
Loan Repayments/Sale of Property	-	-	-	-	-
Transfers-In	-	-	-	-	-
<b>Total Revenues</b>	-	-	-	-	-
<b>Expenses</b>					
Loans Made	-	-	-	-	-
Transfers-Out (Admin)	-	-	-	-	-
<b>Total Expenses</b>	-	-	-	-	-
<b>Ending Fund Balance</b>	-	-	-	-	-

## PROGRAM INCOME HOUSING ACCOUNT

### Activity

Formerly the micro-enterprise account. Beginning FY 2015 this account will reflect appropriate program income. The State is reconfiguring the housing program during FY 2015.

### FUND: 453

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	-	1,425,195	1,079,031	1,079,031	604,294
<b>Revenues</b>					
Interest	2,649	5,633	5,650	1,664	2,000
Loan Repayments	-	-	-	11,582	-
Other Revenue				1,547	
Transfers-In	1,422,546	778,159	1,062,387	569,309	575,000
<b>Total Revenues</b>	<u>1,425,195</u>	<u>783,792</u>	<u>1,068,037</u>	<u>584,102</u>	<u>577,000</u>
<b>Expenses</b>					
Salaries and Benefits			72,200	49,862	137,494
Loans Made	-	36,770	-	489,843	500,000
Services/Supplies	-	5,982	1,323,886	263,285	185,000
Transfers-Out (Admin)	-	1,087,204	216,000	255,849	260,000
<b>Total Expenses</b>	<u>-</u>	<u>1,129,956</u>	<u>1,612,086</u>	<u>1,058,839</u>	<u>1,082,494</u>
<b>Ending Fund Balance</b>	1,425,195	1,079,031	534,982	604,294	98,800

## CAL HOME REVOLVING LOAN FUND

**Activity**

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

**FUND: 454**

**DEPARTMENT: 8454**

	<b>2011-12 Actual</b>	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	103,126	103,503	103,785	122,381	122,381	90,928
<b>Revenues</b>						
Interest	377	282	189	200	49	200
Loan Repayments	-	-	-	-	791	-
Transfers-In	-	-	18,407	-	1,587	52,000
<b>Total Revenues</b>	<u>377</u>	<u>282</u>	<u>18,596</u>	<u>200</u>	<u>2,427</u>	<u>52,200</u>
<b>Expenses</b>						
Loans Made	-	-	-	110,000	33,880	50,000
Services/Supplies	-	-	-	4,000	-	2,000
Transfers-Out (Admin)	-	-	-	8,325	-	-
<b>Total Expenses</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>122,325</u>	<u>33,880</u>	<u>52,000</u>
<b>Ending Fund Balance</b>	103,503	103,785	122,381	256	90,928	91,128

## HOME REVOLVING LOAN FUND

### Activity

This fund accounts Program Income from Home Loans.

**FUND: 455**  
**DEPARTMENT: 8455**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	48,686	146,272	46,224	46,224	107,655
<b>Revenues</b>					
Interest	18,321	480	40	370	400
Sale of Property	-	-	-	-	-
Loan Repayments/Payoffs	39,737	-	-	-	-
Transfers-In	45,542	144,269	-	61,061	-
<b>Total Revenues</b>	<u>103,600</u>	<u>144,749</u>	<u>40</u>	<u>61,431</u>	<u>400</u>
<b>Expenses</b>					
Other	-	-	-	-	-
Loans Made	-	-	-	-	-
Transfers-Out (Admin)	6,014	244,797	-	-	-
<b>Total Expenses</b>	<u>6,014</u>	<u>244,797</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Ending Fund Balance</b>	146,272	46,224	46,264	107,655	108,055

## HOUSING REHAB. ASSISTANCE

**Activity**

This fund accounts for a Revolving Loan Fund created from Program Income.

**FUND: 457**  
**DEPARTMENT: 8457**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	1,078,038	-	-	-	-
<b>Revenues</b>					
Interest	2,046				
Sale of Property	-	-	-	-	-
Loan Repayments/Payoffs	-	-	-	-	-
Transfers-In	143,171	-	-	-	-
<b>Total Revenues</b>	<u>145,217</u>	-	-	-	-
<b>Expenses</b>					
Other	-	-	-	-	-
Loans Made	-	-	-	-	-
Transfers-Out (Admin)	1,223,255	-	-	-	-
<b>Total Expenses</b>	<u>1,223,255</u>	-	-	-	-
<b>Ending Fund Balance</b>	-	-	-	-	-

## RURAL BUSINESS RLF

### Activity

The Rural Business Enterprise Grants (RBEG) program provides grants for rural projects that finance and facilitate development of small and emerging rural businesses, help fund distance learning networks, and help fund employment related adult education programs. To assist with business development, RBEGs may fund a broad array of activities.

### FUND: 458

	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	-	-	-	7,129
<b>Revenues</b>				
Interest	-	-	1	-
Sale of Property	-	-	-	-
Loan Repayments/Payoffs	-	-	-	-
Transfers-In	-	51,412	7,128	-
<b>Total Revenues</b>	-	51,412	7,129	-
<b>Expenses</b>				
Operating and Loans Made	-	45,658	-	-
Transfers-Out (Admin)	-	5,754	-	7,129
<b>Total Expenses</b>	-	51,412	-	7,129
<b>Ending Fund Balance</b>	-	-	7,129	-

## CITY REVOLVING LOAN FUND

### Activity

This fund accounts for the City Revolving Loan Fund, including payment of principal and interest. These are city housing funds i.e. not State, Federal, or other grants.

**FUND: 460**

**DEPARTMENT: 8XXX**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	255,736	250,318	149,381	149,381	151,238
<b>Revenues</b>					
Interest	4,607	4,343	170	74	80
Other		5,120		1,783	
Loan Repayments	-	-	-	-	-
<b>Total Revenues</b>	<u>4,607</u>	<u>9,463</u>	<u>170</u>	<u>1,857</u>	<u>80</u>
<b>Expenses</b>					
Services/Supplies	25	1,875	m,	-	-
Loans Made	-	-	110,000	-	-
Capital Outlay	-	-	10,000	-	-
Transfers-Out	10,000	108,525	-	-	-
<b>Total Expenses</b>	<u>10,025</u>	<u>110,400</u>	<u>120,000</u>	<u>-</u>	<u>-</u>
<b>Ending Fund Balance</b>	250,318	149,381	29,551	151,238	151,318

## CITY DEBT SERVICE FUND

### Activity

To account for activities related to paying the Debt Service on several City leases and the PERS Pension Bond. This fund also houses the employee computer loan program.

**FUND: 230**

**DEPARTMENT: 7799**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	(92,973)	(194,618)	(252,555)	(252,555)	(396,660)
<b>Revenues</b>					
PERS Bond Repayment	547,095	573,957	574,000	579,530	671,874
Transfers-In	70,000	68,000	65,000	-	55,000
<b>Total Revenues</b>	617,095	641,957	639,000	579,530	726,874
<b>Expenses</b>					
Employee Loan Program			4,000	1,923	-
Principal/Interest	718,740	692,502	718,659	720,850	723,444
Fees		7,392	4,770	862	3,362
Transfer-Out	-	-	-	-	-
<b>Total Expenses</b>	718,740	699,894	727,429	723,635	726,806
<b>Ending Fund Balance</b>	(194,618)	(252,555)	(340,984)	(396,660)	(396,592)
<b>DETAIL OF LEASES:</b>					
Equipment Lease (5yrs last year 2012/13)	38,543	-	-	-	-
USDA Loan (25yrs)	44,873	44,764	44,695	45,562	46,230
Bond (17yrs)	631,914	646,950	675,342	675,288	677,214
<b>Totals</b>	715,330	691,714	720,037	720,850	723,444

## OAD 1993-1 DEBT SERVICE FUND

**Activity**

This fund is to account for the Tax Increments Revenue and Debt Service Expenditures relative to the Oroville Redevelopment Project Area No. 1. The balance to maintain original infrastructure at Deer Creek, The Buttes, and Calle Vista I.

**FUND: 276**  
**DEPARTMENT: 6760**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	122,821	122,821	118,378	118,378	118,378
<b>Expenses</b>					
Services/Supplies	-	-	-	-	-
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Transfer-out	-	4,443	4,532	-	4,532
<b>Total Expenses</b>	-	4,443	4,532	-	4,532
<b>Revenues</b>					
Interest Income	-	-	-	-	-
Assessments	-	-	-	-	-
Interest Penalties	-	-	-	-	-
Other	-	-	-	-	-
Transfers-In	-	-	-	-	-
<b>Total Revenues</b>	-	-	-	-	-
 <b>Ending Fund Balance</b>	 122,821	 118,378	 113,846	 118,378	 113,846

## OPFA REDEMPTION FUND

write staff report to disband this fund

Due to the 2015 Bong refunding we no longer need to run 2015 bond payments through OPFA anymore

### Activity

The OPFA (Oroville Public Financing Authority) is a separate legal entity whose policy direction is controlled by a Board of Directors consisting of the City Council. The Authority acts as a conduit for Public Financings of the City and/or the former Redevelopment Agency. The Authority issues tax exempt municipal debt which is secured by the Revenues received by assessment bonds or loans made between the City/Agency and the Authority pursuant to the Marks Roos Act of the State of California. This fund accounts for the payment of debt service on the Authority's bonds.

### FUND: 280

### DEPARTMENT: 1810

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	13,885	13,912	68,302	68,302	68,302
<b>Revenues</b>					
Interest	27	-	-	-	-
Redemption Bond	-	-	-	-	-
Transfers-In	1,920,781	1,951,024	-	-	-
<b>Total Revenues</b>	<u>1,920,808</u>	<u>1,951,024</u>	-	-	-
<b>Expenses</b>					
Principal	785,000	815,000	-	-	-
Interest	1,135,781	1,081,634	-	-	-
Other	-	-	-	-	68,302
<b>Total Expenses</b>	<u>1,920,781</u>	<u>1,896,634</u>	-	-	<u>68,302</u>
<b>Ending Fund Balance</b>	13,912	68,302	68,302	68,302	-

## EQUIPMENT REPLACEMENT FUND

**Activity**

This fund was to account for major purchases of replacement equipment for various departments within the City.

**FUND: 305**

**DEPARTMENT: 7700-7800**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	539,546	450,846	397,743	397,743	215,350
<b>Revenues</b>					
Interest	2,131	546	-	202	300
Grant Police Equip.	-	-	-	-	-
Transfers-In	19,000	19,000	-	-	-
Other Revenues	11,489	9,845	-	-	-
<b>Total Revenues</b>	<u>32,620</u>	<u>29,391</u>	<u>-</u>	<u>202</u>	<u>300</u>
<b>Expenses</b>					
Loans Made	13,728	2,126	-	1,358	-
Capital Outlay	36,216	1,808	-	-	-
Other	-	226	649	284	-
Capital Outlay - Planning	-	-	-	-	65,000
Capital Outlay - Police Vehicles	-	-	-	-	100,000
Capital Outlay - Admin.	-	-	-	-	-
Capital Outlay - Non Dept.	-	-	-	-	-
Capital Outlay - Fire Equipment	-	15,334	-	-	10,000
Transfers-Out-City Debit Service Fund	71,376	63,000	361,905	180,953	-
<b>Total Expenses</b>	<u>121,320</u>	<u>82,494</u>	<u>362,554</u>	<u>182,595</u>	<u>175,000</u>
<b>Ending Fund Balance</b>	450,846	397,743	35,189	215,350	40,650

**NEW CAPITAL EQUIPMENT/  
SMALL PROJECTS FUND**

**Activity**

This fund is to account for major purchases of new equipment and small capital projects by various departments within the City. Resources have been moved to a designated general fund Capital replacement reserve.

**FUND: 306**

**DEPARTMENT: 7850-57**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	28,641	28,641	28,655	28,654	14,343
<b>Revenues</b>					
Interest	-	13	-	16	20
Transfers-In	-	-	-	-	-
<b>Total Revenues</b>	<u>-</u>	<u>13</u>	<u>-</u>	<u>16</u>	<u>20</u>
<b>Expenses</b>					
Capital Outlay (Equip. & Sm Projects)	-	-	-	-	-
Transfers-Out	-	-	28,655	14,328	-
<b>Total Expenses</b>	<u>-</u>	<u>-</u>	<u>28,655</u>	<u>14,328</u>	<u>-</u>
<b>Ending Fund Balance</b>	28,641	28,654	(0)	14,342	14,363

## CAPITAL PROJECTS FUND

**Activity**

To account for capital projects for the City's infrastructure funded by RDA or other funds.

**FUND: 307**  
**DEPARTMENT: XXXX**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	407,534	447,037	455,506	455,506	221,417
<b>Revenues</b>					
Federal Grants	171,210	30,230	-	11,964	-
State Grants	-	26,468	-	-	-
Intergovernmental Revenue	-	-	-	-	-
Other Donation	-	-	-	-	-
Transfers-In	-	-	-	-	-
<b>Total Revenues</b>	<u>171,210</u>	<u>56,698</u>	<u>-</u>	<u>11,964</u>	<u>-</u>
<b>Expenses</b>					
Services/Supplies	-	790	-	-	-
Capital Projects	131,707	47,439	23,820	18,111	-
Transfers-Out	-	-	455,883	227,942	-
<b>Total Expenses</b>	<u>131,707</u>	<u>48,229</u>	<u>479,703</u>	<u>246,053</u>	<u>-</u>
<b>Ending Fund Balance</b>	447,037	455,506	(24,198)	221,417	221,417

**BUILDING / FACILITIES CAPITAL  
IMPROVEMENT FUND**

**Activity**

This fund's purpose was to account for major renovations and repairs to City Buildings and Facilities.

**FUND: 320  
DEPARTMENT: 9605**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Beginning Fund Balance</b>	28,459	28,384	28,384	28,384	14,192
<b>Revenues</b>					
Interest	-	-	-	-	-
Bldg/Fac Cap Imprv Bond/Loan Proc	-	-	-	-	-
Transfers-In	-	-	-	-	-
<b>Total Revenues</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Expenses</b>					
Municipal Auditorium	-	-	-	-	-
City Hall Expansion	-	-	-	-	-
Chinese Temple	-	-	-	-	-
Capital Outlay	75	-	-	-	-
Transfers-Out	-	-	28,384	14,192	-
<b>Total Expenses</b>	<u>75</u>	<u>-</u>	<u>28,384</u>	<u>14,192</u>	<u>-</u>
<b>Ending Fund Balance</b>	28,384	28,384	0	14,192	14,192

## 2004 BOND FUNDED PROJECTS

### Activity

This budget accounts for the capital projects which are funded by the former RDA bonds.

**FUND: 395**  
**DEPARTMENT: ALL**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	2,735,097	2,742,019	2,747,584	2,747,584	2,750,512
<b>Revenues</b>					
Bond Proceeds	-	-	1,394,839	-	-
State Grants	-	2,587	-	-	-
Interest Income	6,922	2,978	2,980	2,928	2,930
Other	-	-	345,311	-	-
<b>Total Revenues</b>	6,922	5,565	1,743,130	2,928	2,930
<b>Expenses</b>					
Street & Other Projects (9601)	-	-	-	-	-
Drainage Project (9604)	-	-	-	-	-
Building Facility Project (9605)	-	-	-	-	-
Parks Facilities (9607)	-	-	-	-	-
<b>Total Expenses</b>	-	-	-	-	-
<b>Ending Fund Balance</b>	2,742,019	2,747,584	4,490,714	2,750,512	2,753,442

## RDA 2002 BOND PROJECTS

### Activity

This budget accounts for capital improvements to parks, recreational and cultural facilities funded by bond proceeds.

### FUND: 396

	2011-12 Actual	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	-	359,172	360,081	360,812	360,812	361,196
<b>Revenues</b>						
Investment Earnings		909	731	391	384	384
<b>Expenses</b>						
Capital Outlay (Bldgs)	-	-	-	-	-	-
Capital Outlay (Improvements)	25,000	-	-	-	-	-
Transfers-Out	-	-	-	-	-	-
<b>Total Expenses</b>	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Ending Fund Balance</b>		360,081	360,812	361,203	361,196	361,580

**RDA BUILDING/INFRASTRUCTURE  
FACILITY PROJECTS**

**Activity**

This budget accounts for capital improvements to buildings and other public facilities funded by bond proceeds.

**FUND: 397  
DEPARTMENT: 9604**

	<b>2011-12 Actual</b>	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>
<b>Expenses</b>				
Services/Supplies	216,475	250,186	-	-
Capital Projects	-	-	-	-
Transfers-Out	-	-	-	-
<b>Total Expenses</b>	<u>216,475</u>	<u>250,186</u>	<u>-</u>	<u>-</u>

**RDA PARKS PROJECTS**

**Activity**

This budget accounts for capital improvements to parks, recreational and cultural facilities funded by bond proceeds.

**FUND: 397  
DEPARTMENT: 9607**

	<b>2011-12 Actual</b>	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>
<b>Expenses</b>				
Capital Outlay (Bldgs)	-	-	-	-
Capital Outlay (Improvements)	-	71,654	178,531	-
Transfers-Out	-	-	-	-
<b>Total Expenses</b>	<u>-</u>	<u>71,654</u>	<u>178,531</u>	<u>-</u>

## LOCAL TRANSIT ENTERPRISE FUND

### Activity

This fund is to account for the City's (Article 4) Transit Operations funded by the Local Transportation Fund.

**FUND: 410**

**DEPARTMENT: 7600**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Working Capital Balance</b>	329,224	236,064	422,283	422,283	280,912
<b>Revenues</b>					
Fare Box Receipts	11,206	8,328	9,920	10,141	9,920
Local Transportation Tax	505,692	575,078	550,600	503,008	538,608
Interest Income	561	307	350	179	350
Interfund Transfers-In	-	91,000	-	-	138,118
<b>Total Revenues</b>	<u>517,459</u>	<u>674,713</u>	<u>560,870</u>	<u>513,328</u>	<u>686,996</u>
<b>Expenses</b>					
Regular Transit Operations	519,619	488,494	541,700	558,154	566,501
Accounting/Auditing Services	-	-	-	-	-
Transfers-Out	91,000	-	-	96,545	-
<b>Total Expenses</b>	<u>610,619</u>	<u>488,494</u>	<u>541,700</u>	<u>654,699</u>	<u>566,501</u>
<b>Ending Working Capital Balance</b>	236,064	422,283	441,453	280,912	401,407

## SEWER FUND

### Activity

Sewer Fund accounts for the activities of the City's Collection System and the Fees Collected on behalf of SCOR.

#### FUND: 101

#### DEPARTMENT: 4000/4500

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	2,249,305	2,533,518	3,555,241	3,555,241	3,710,740
<b>Revenues</b>					
Interest	5,432	4,748	-	1,734	3,000
Sewer Service Fees	2,439,474	2,698,983	2,726,577	1,668,795	1,951,765
Sewer Collection Facility Fee	(23,692)	3,588	-	-	-
Other	6,579	19,617	-	4,576	8,052
Transfer-In	58,034	14,541	-	-	175,000
<b>Total Revenues</b>	<u>2,485,827</u>	<u>2,741,477</u>	<u>2,726,577</u>	<u>1,675,105</u>	<u>2,137,817</u>
<b>Expenses</b>					
Total Dept. 4000 Expense	1,261,230	1,013,419	3,007,239	576,083	983,245
Total Dept. 4500 Expense	940,384	706,335	848,394	943,523	825,000
<b>Total Expenses</b>	<u>2,201,614</u>	<u>1,719,754</u>	<u>3,855,633</u>	<u>1,519,606</u>	<u>1,808,245</u>
<b>Ending Fund Balance</b>	2,533,518	3,555,241	2,426,185	3,710,740	4,040,312

## SEWER COLLECTION AND MAINTENANCE

### Activity

This budget accounts for the activities related to the operation and maintenance of the Sewer Collection System.

**FUND: 101**  
**DEPARTMENT: 4000**

	<b>2012-13</b> <b>Actual</b>	<b>2013-14</b> <b>Actual</b>	<b>2014-15</b> <b>Budget</b>	<b>2014-15</b> <b>YTD</b>	<b>2015-16</b> <b>Budget</b>
<b>Expenses</b>					
Salaries/Benefits	419,748	471,045	182,089	275,017	312,356
Services/Supplies	268,848	212,245	1,394,839	240,839	325,153
Capital Outlay	260,466	11,718	1,085,000	60,227	-
Contingencies	-	-	-	-	-
Transfers-Out Other	<u>312,168</u>	<u>318,411</u>	<u>345,311</u>	<u>-</u>	<u>345,736</u>
<b>Total Expenses</b>	<b>1,261,230</b>	<b>1,013,419</b>	<b>3,007,239</b>	<b>576,083</b>	<b>983,245</b>

## SEWER TREATMENT

**Activity**

This budget accounts for expenses and revenues of the contracted sewage treatment services. Revenues collected from the tax rolls for sewer service charges related to the operation of the regional treatment plant.

**FUND: 101**  
**DEPARTMENT: 4500**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Expenses</b>					
Outside Services	940,384	706,335	848,394	943,523	825,000
<b>Total Expenses</b>	940,384	706,335	848,394	943,523	825,000

## SEWER CONNECTION FEES FUND

### Activity

This fund is to account for City collection of sewer connection fees.

**FUND: 104**  
**DEPARTMENT: 4550**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Fund Balance</b>	790,528	826,066	871,370	871,370	921,101
<b>Revenues</b>					
Interest	975	1,771	1,000	487	1,000
Development Impact Fees	-	-	-	-	-
Sewer Connection Fees	34,663	44,013	39,500	50,931	44,824
<b>Total Revenues</b>	<u>35,638</u>	<u>45,784</u>	<u>40,500</u>	<u>51,418</u>	<u>45,824</u>
<b>Expenses</b>					
Services	100	480	-	-	100
Contract Service-Fee Study	-	-	5,680	1,687	-
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<u>100</u>	<u>480</u>	<u>5,680</u>	<u>1,687</u>	<u>100</u>
<b>Ending Fund Balance</b>	826,066	871,370	906,190	921,101	966,825

## STORES REVOLVING FUND

### Activity

This fund accounts for the cost of office and computer supplies, postage and copier machine operation which are shared by a number of City Departments. The fund is reimbursed based upon each department's share of the cost.

**FUND: 520**

**DEPARTMENT: 7410/7411/7412**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Resources</b>					
<b>Beginning Working Capital Balance</b>	68,531	66,011	70,396	70,396	52,411
<b>Revenues</b>					
Revenues and Transfers-In					
Reimbursements:					
Total Dept. 7410	6,719	8,191	-	2,540	3,000
Total Dept. 7411	15,203	12,538	12,600	9,935	12,000
Total Dept. 7412	17,670	14,141	22,000	11,333	14,000
<b>Total Departments Revenues</b>	<u>39,592</u>	<u>34,870</u>	<u>34,600</u>	<u>23,808</u>	<u>29,000</u>
<b>Expenses</b>					
Total Dept. 7410	2,488	7,500	-	695	1,000
Total Dept. 7411	14,330	3,159	3,221	10,280	12,000
Total Dept. 7412	25,294	19,826	20,217	13,318	16,000
Transfer Out			-	17,500	20,000
<b>Total Expenses</b>	<u>42,112</u>	<u>30,485</u>	<u>23,438</u>	<u>41,793</u>	<u>49,000</u>
<b>Ending Working Capital Balance</b>	66,011	70,396	81,558	52,411	32,411

## STORES REVOLVING FUND OFFICE SUPPLIES

**Activity**

This fund is to account for Office Supplies Operations which is shared by all departments located at City Hall.

**FUND: 520**  
**DEPARTMENT: 7410**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Resources</b>					
<b>Revenues</b>					
Sale of Office Supplies	6,719	8,191	-	2,540	3,000
<b>Total Revenues</b>	<u>6,719</u>	<u>8,191</u>	<u>-</u>	<u>2,540</u>	<u>3,000</u>
<b>Expenses</b>					
Supplies	2,488	7,500	-	695	1,000
Transfers-Out to General Fund	-	-	-	17,500	-
<b>Total Expenses</b>	<u>2,488</u>	<u>7,500</u>	<u>-</u>	<u>18,195</u>	<u>1,000</u>

## STORES REVOLVING FUND POSTAGE

### Activity

This fund is to account for Postage Operations which is shared by all departments located at City Hall.

**FUND: 520**

**DEPARTMENT: 7411**

	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2014-15</b>	<b>2015-16</b>
	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>YTD</b>	<b>Budget</b>
<b>Resources</b>					
<b>Revenues</b>					
Sale of Postage	15,203	12,538	12,600	9,935	12,000
<b>Total Revenues</b>	<u>15,203</u>	<u>12,538</u>	<u>12,600</u>	<u>9,935</u>	<u>12,000</u>
<b>Expenses</b>					
Postage	11,270	2,976	3,014	2,717	3,000
Postage Machine Rental	3,060	183	207	7,563	9,000
Other Supplies/Services	-	-	-	-	-
<b>Total Expenses</b>	<u>14,330</u>	<u>3,159</u>	<u>3,221</u>	<u>10,280</u>	<u>12,000</u>

## STORES REVOLVING FUND COPY MACHINE OPERATIONS

**Activity**

This fund is to account for Copy Machine Operations which is shared by all departments located at City Hall.

**FUND: 520**  
**DEPARTMENT: 7412**

	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2014-15</b>	<b>2015-16</b>
	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>YTD</b>	<b>Budget</b>
<b>Resources</b>					
<b>Revenues</b>					
Sale of Copies	17,670	14,141	22,000	11,333	14,000
Transfers-In	-	-	-	-	-
<b>Total Revenues</b>	<u>17,670</u>	<u>14,141</u>	<u>22,000</u>	<u>11,333</u>	<u>14,000</u>
<b>Expenses</b>					
Services/Supplies	7,400	12,044	12,316	3,374	4,000
Lease Payments Copier	17,894	7,782	7,901	9,944	12,000
Transfers-Out	-	-	-	-	-
<b>Total Expenses</b>	<u>25,294</u>	<u>19,826</u>	<u>20,217</u>	<u>13,318</u>	<u>16,000</u>

## VEHICLE MAINTENANCE FUND

### Activity

The Public Works Department provides maintenance services to the City's fleet of vehicles and miscellaneous small engines and trailers.

**FUND: 540**

**DEPARTMENT: 3800**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Beginning Working Capital Balance</b>	18,101	2,722	16,286	16,286	11,132
<b>Revenues</b>					
Vehicle Maint. Internal Fees	-	-	-	-	-
Grants	-	-	-	16,681	-
Other	6,612	5,438	5,675	4,128	5,080
Transfers-In	469,319	427,598	595,044	323,744	488,868
<b>Total Revenues</b>	<u>475,931</u>	<u>433,036</u>	<u>600,719</u>	<u>344,553</u>	<u>493,948</u>
<b>Expenses</b>					
Salaries/Benefits	145,899	153,001	156,451	143,493	203,074
Service/Supplies	345,411	266,471	371,169	206,214	297,007
Capital Outlay	-	-	-	-	-
<b>Total Expenses</b>	<u>491,310</u>	<u>419,472</u>	<u>527,620</u>	<u>349,707</u>	<u>500,081</u>
<b>Ending Working Capital Balance</b>	2,722	16,286	89,385	11,132	5,000

## WORKERS' COMPENSATION

### Activity

This Fund accounts for the City's Self-Insured Workers' Compensation Program to pay for related on the job injury claims by City employees.

**FUND: 550**

**DEPARTMENT: 7300**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
<b>Resources</b>					
<b>Beginning Working Capital Balance</b>	614,653	854,302	754,382	754,382	267,230
<b>Revenues</b>					
Refunds	72,779	-	-	-	-
Interest	1,610	1,111	1,000	277	1,000
Self-Insurance Premiums	330,751	323,437	323,437	420,961	420,961
<b>Total Revenues</b>	<u>405,140</u>	<u>324,548</u>	<u>324,437</u>	<u>421,238</u>	<u>421,961</u>
<b>Expenses</b>					
Claims Expense/ Premium	157,170	323,594	289,300	287,834	320,000
Service/Supplies	-	226	733	2,610	3,000
Pre-1990 Claims	8,303	92,272	228,900	527,023	60,000
Other	18	8,376	2,830	-	3,767
Transfer-out	-	-	181,846	90,923	40,000
<b>Total Expenses</b>	<u>165,491</u>	<u>424,468</u>	<u>703,609</u>	<u>908,390</u>	<u>426,767</u>
<b>Ending Working Capital Balance</b>	854,302	754,382	375,210	267,230	262,424

## UNEMPLOYMENT SELF-INSURANCE FUND

### Activity

This Fund accounts for Unemployment Insurance for which the City is self-insured. The balance is adequate to pay twice the amount of the highest claims expense in the last three years.

**FUND: 552**

**DEPARTMENT: 7352**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Resources</b>					
Beginning Balance	44,088	76,688	79,807	79,807	75,049
<b>Revenues</b>					
Interest	172	177	100	47	100
Self-Insurance Premiums	46,102	29,888	31,240	27,038	30,000
<b>Total Revenues</b>	<u>46,274</u>	<u>30,065</u>	<u>31,340</u>	<u>27,085</u>	<u>30,100</u>
<b>Expenses</b>					
Claims Expense	13,674	26,720	18,208	3,358	15,000
Other Expense		226	649	285	
Transfers-Out to General Fund		-	56,400	28,200	15,100
<b>Total Expenses</b>	<u>13,674</u>	<u>26,946</u>	<u>75,257</u>	<u>31,843</u>	<u>30,100</u>
<b>Ending Balance</b>	76,688	79,807	35,890	75,049	75,049

## VISION SERVICE SELF-INSURANCE FUND

### Activity

This Fund accounts for the City's self-insured Vision Service Plan. Excess profits over and above what is needed on an ongoing basis belong to the City's General Fund.

**FUND: 555**

**DEPARTMENT: 7355**

	<b>2012-13 Actual</b>	<b>2013-14 Actual</b>	<b>2014-15 Budget</b>	<b>2014-15 YTD</b>	<b>2015-16 Budget</b>
<b>Resources</b>					
<b>Beginning Working Capital Balance</b>	149,344	131,340	112,404	112,404	106,452
<b>Revenues</b>					
Interest	390	126	-	64	-
Self-Insurance Premiums	44,831	39,293	43,210	36,356	40,000
Other	-	-	-	-	-
<b>Total Revenues</b>	<u>45,221</u>	<u>39,419</u>	<u>43,210</u>	<u>36,420</u>	<u>40,000</u>
<b>Expenses</b>					
Other		226	1,300	132	500
Claims Expense	28,910	23,128	26,336	21,013	25,000
Transfers-Out to General Fund	34,315	35,001	42,454	21,227	15,000
<b>Total Expenses</b>	<u>63,225</u>	<u>58,355</u>	<u>70,090</u>	<u>42,372</u>	<u>40,500</u>
<b>Ending Working Capital Balance</b>	131,340	112,404	85,524	106,452	105,952

**SUMMARY OF TRANSFERS  
FISCAL YEAR 2015- 2016**

Fund	Account #	Transfer-In	Transfer-Out
Community Promotions	100-4959-7000	11,000	
General Fund	001-9000-1700		11,000
Special Aviation Fund	130-9000-3500		97,000
General Fund - Cost Allocation	001-4959-7200	97,000	
Building and Code	001-9000-2990		105,943
General Fund Cost Allocation	001 4959 7200	105,943	
Supplemental Law Enforcement Services	157-9050-7400		110,000
General Fund - Police Support	001-4959-2500	110,000	
Public Safety Augmentation	156-9050-7400		100,000
General Fund - Police Support	001-4959-2500	100,000	
Fire Grants	166-9000-2010		
General Fund - Fire Support	001-4959-2000		
Recycling Fund	119-9010-1995		23,593
Economic Development Block Grant Fund	151-9010-8000		310,925
First Time Home Buyer	149-9010-8000		
Housing Fund	141-9010-8910		28,817
RDA Housing Set Aside	199-4959-9100	172,400	
CDBG Housing Revolving Loan	450-9000-8450		20,000
CALHOME Revolving	454-9000-xxxx	52,000	
RBEG	458-9000-xxxx		7,129
Home Revolving Loan Fund	455-4959-8455		
City RLF	460-9010-8460		
CDBG Fund	150-9010-8xxx		148,500
Housing Program Income Account	453-4959-8453		102,705
Housing Administration - Salary and Admin Re	140-4959-8900	416,583	
Misc Grant Enterprise Zone	160-9000-xxxx		
Economic Development RLF	451-9000-84xx	687	
Housing Support to General Fund	140-9xxx-xxxx		
General Fund From Housing Support	001-4959-7200		
Sewer Fund	101-9000-4000		345,736
General Fund - Cost Allocation	001-4959-7200	147,736	
General Fund - Planning and Dev Services	001-4959-1600	95,000	
General Fund Public Works	001-4959-3000	103,000	
Gas Tax 120	120-9000-7400		95,100
Gas Tax 125	125-9000-7400		59,000
Gas Tax 127	127-9000-7400		250,600
Streets	001-4959-3100	404,700	
Local Transportation Fund	111-9000-7600		138,118
Local Transit Enterprise Fund	410-4959-7600	138,118	
Vehicle Maintenance Fund	540-4959-3800	488,868	
General Fund (Var Vehicle Accounts)	001-7540-xxxx		488,868
OPFA	180-9000-1800		22,502
OPFA 92 Redemption - Bond Payments	280-4959-1810		68,302
Successor Agency	198-4959-9000	90,804	
General Fund	001-4959-1500	4,532	
OAD 1993-1 Debt Service Fund	276-9000-6760		4,532
Capital Projects Fund	307-9000-xxxx		
New Capital Equipment Small Projects Fund	306-9000-7850		
Equipment Replacement Fund	305-9000-7700		
Building Facil Capital Fund	320-9000-xxxx		
City Debt Service Fund	230-4959-7200	55,000	
General Fund	001-9000-7200		55,000
Stores Revolving Fund	520-9000-xxxx		20,000
General Fund	001-4959-7200	20,000	
General Fund	001-4959-7700	15,100	
Unemployment Fund	552-9000-7532		15,100
Vision Fund	555-9000-7355		15,000
General Fund	001-4959-7200	15,000	
Workers Compensation	550-7300-9000		40,000
General Fund Overage From Workers Comp F	001-4959-7200	40,000	
Contingency Fund	165-4959-7420	7,600	
General Fund	001-9000-7200		7,600
Sewer Fund	101-4959-4000	175,000	
Equipment Replacement Fund	305-9000-2500		100,000
Fire Dept	305-9000-2000		10,000
Streets	305-9000-3100		65,000
<b>Subtotal Transfers</b>		<b>2,866,071</b>	<b>2,866,071</b>

**SUMMARY OF CHANGE IN FUND BALANCES  
FISCAL YEAR 2015 - 2016 ANNUAL BUDGET**

<b>Fund:</b>	<b>Fund #</b>	<b>Beginning Fund Balance</b>	<b>Revenues &amp; Sources Revenues</b>	<b>Expenses &amp; Uses Expenditure</b>	<b>Ending Fund Balance</b>
<b>General Fund</b>	001	2,849,097	10,354,925	12,567,135	636,887
<b>Special Revenue Funds</b>					
Community Promotion	100	12,450	13,500	25,000	950
Thermalito Drainage Impact Fees	105	487,502	4,350	175,000	316,852
Parks Development Fees	106	117,963	45,112	40,500	122,575
Thermalito Traffic Impact Fees	107	153,907	84	2,500	151,491
Traffic Impact Fees	108	811,431	87,064	10,000	888,495
Drainage Impact Fees City Wide	109	583,848	75,350	156,000	503,198
Local Transportation	111	138,068	50	138,118	-
Gas Tax RSTP Fund	112	324,566	580	-	325,146
Canine Donations	113	9,129	9,000	5,000	13,129
Technology Fee Fund	116	1,185	25,015	21,000	5,200
SB1186 C/Fund	118	1,381	1,087	40	2,428
Recycling Fund	119	59,604	20,823	74,438	5,989
Special Gas Tax	120	39,393	100,000	95,200	44,193
Special Gas Tax	125	27,847	59,000	59,000	27,847
Special Gas Tax	127	151,187	250,601	250,600	151,188
Airport Improvement	130	511,565	485,561	440,466	556,660
Asset Seizure	155	217,196	240	-	217,436
Public Safety Augmentation	156	117,014	89,847	100,000	106,861
Police Supplemental Law Enforcement	157	19,576	94,234	110,000	3,811
Law Enforcement Grants	158	100,983	88,000	88,000	100,983
Law Enforcement Impact Fees	159	58,614	5,050	2,500	61,164
Fire Suppression Impact Fees	163	19,841	2,550	4,500	17,891
Contingency	165	292,568	7,600	-	300,168
Grants/Fire Fund	166	(283,953)	357,487	357,487	(283,953)
PEG Fee Fund	168	70,284	18,016	-	88,300
General Government Dev. Impact Fees	169	6,972	8,515	2,000	13,487
Oroville Public Finance Authority	180	22,502	-	22,502	-
Landscape/Lighting Maintenance Districts	184	39,836	20,346	34,225	25,957
Benefit Assessment Districts	185	57,740	72	3,301	54,510
Westside Public Safety Facility 2006-1	186	280,096	58,280	800	337,576
Public Safety Services 2006-2	187	280,110	58,150	400	337,860
Supplemental Benefit Fund	190	300,837	135,021	135,021	300,837
RDA / Successor Agency	198	324,332	1,373,702	2,081,255	(383,222)
Manufacturing Development Center	440	(109,420)	-	17,000	(126,420)
Pioneer Musuem	435	101,047	-	-	101,047
RDA Revolving Loan Fund	498	54,410	-	-	54,410
Feather River Bluffs	610	(560,981)	-	-	(560,981)
Plan Retention Fund	705	22,812	4,030	25	26,817
Annexation	710	35,302	75	35,377	0
<b>Subtotal</b>		<b>7,747,838</b>	<b>13,853,318</b>	<b>17,054,390</b>	<b>4,546,766</b>

**Summary of Change In Fund Balances 2015-2016  
(Continued)**

<b>Fund:</b>	<b>Fund #</b>	<b>Beginning Fund Balance</b>	<b>Revenues &amp; Sources Revenues</b>	<b>Expenses &amp; Uses Expenditure</b>	<b>Ending Fund Balance</b>
<b>Business Assistance/Housing Dev.</b>					
Housing Administration	140	(2,102)	416,583	367,950	46,531
Housing Program Fund	141	1,158,978	493,817	493,817	1,158,978
First Time Home Buyer Grant	149	751,945	780,000	780,000	751,945
Community Dev. Block Grants	150	1,949,160	883,500	883,500	1,949,160
CDBG Grant	151	276,353	448,868	448,868	276,353
Planning Grants	160	86,930	100,000	100,000	86,930
RDA Housing Set-aside	199	(171,269)	-	-	(171,269)
Housing Rehabilitation (CDBG)	450	736,530	130,000	130,000	736,530
Economic Development (EDBG)	451	(687)	687	-	-
CDBG Housing Revolving Loan	452	-	-	-	-
Housing Program Income	453	604,294	577,000	1,082,494	98,800
Cal Home Revolving Loan Fund	454	90,928	52,200	52,000	91,128
Home Revolving Loan Fund	455	107,655	400	-	108,055
RBEG	458	7,129	-	7,129	-
City Revolving Loan	460	151,238	80	-	151,318
<b>Debt Service</b>					
City Debt Service Fund	230	(396,660)	726,874	726,806	(396,592)
OAD 1993-1 Debt Service	276	118,378	-	4,532	113,846
OPFA Redemption Fund	280	68,302	-	68,302	-
<b>Capital Projects</b>					
Equipment Replacement	305	215,350	300	-	215,650
Capital Equipment	306	14,343	20	-	14,363
Capital Projects	307	221,417	-	-	221,417
Bldg/Facilities Capital Improv. Fund	320	14,192	-	-	14,192
RDA Bond Fund Projects	395	2,750,512	2,930	-	2,753,442
RDA Capital Projects Funds	396	361,196	384	-	361,580
RDA Bond Fund Projects	397	277,968	-	-	277,968
<b>Enterprise Funds</b>					
Local Transit Enterprise Fund	410	280,912	686,996	566,501	401,407
Sewer Collections & Maintenance	101	3,710,740	2,137,817	1,808,245	4,040,312
Sewer Connection Fund	104	921,101	45,824	100	966,825
<b>Internal Service Funds</b>					
Stores Revolving	520	52,411	29,000	49,000	32,411
Vehicle Maintenance	540	11,132	493,948	500,081	5,000
Workers' Compensation (Self-Funded)	550	267,230	421,961	426,767	262,424
Unemployment Self-Insurance	552	75,049	30,100	30,100	75,049
Self-Insurance Vision Plan	555	106,452	40,000	40,500	105,952
<b>Subtotal</b>		<b>14,817,105</b>	<b>8,499,290</b>	<b>8,566,693</b>	<b>14,749,702</b>
<b>Total</b>		<b>22,564,944</b>	<b>22,352,608</b>	<b>25,621,083</b>	<b>19,296,468</b>



# City of Oroville

## OFFICE OF FINANCE

**Ruth Wright**  
Finance Director

1735 Montgomery Street  
Oroville, CA 95965-4897  
(530) 538-2410 FAX (530) 538-2525  
[www.cityoforoville.org](http://www.cityoforoville.org)

## City of Oroville

### NOTICE OF BUDGET HEARING

**NOTICE IS HEREBY GIVEN THAT** a hearing on the Preliminary Consolidated Municipal Budget of the City of Oroville for the ensuing fiscal year, which is now being considered by the City Council, will be held on **Tuesday, June 16, 2015 at approximately 6 p.m.**, in the City Council Chambers of the City Hall, 1735 Montgomery Street, in Oroville, California, at which time any and all persons may appear and be heard respecting the same. Copies of the Preliminary Consolidated Municipal Budget may be inspected at the office of the City Clerk in City Hall at 1735 Montgomery Street., Oroville, CA.

**NOTICE IS HEREBY GIVEN THAT** the City Council of the City of Oroville will hold a public hearing on **Tuesday, June 16, 2015 at approximately 6 p.m.**, in the City Council Chambers of the City Hall, 1735 Montgomery Street, in Oroville, California, to consider a resolution establishing the City's Appropriation Limit for Fiscal Year 2015-16. Copies of the proposed resolution are available at the City Clerk's office in City Hall at 1735 Montgomery Street., Oroville, CA.

Ruth Wright  
Finance Director

Dated: May 28, 2015

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**  
**FROM: RUTH WRIGHT, FINANCE DIRECTOR**  
**RE: FISCAL YEAR 2015 - 2016 APPROPRIATIONS LIMIT**  
**DATE: JUNE 16, 2015**

**SUMMARY**

The Council will conduct a public hearing and may consider continuing the adoption of the Fiscal Year 2015-2016 Appropriations Limit.

**DISCUSSION**

State law requires that the Appropriations Limit be calculated annually. The Appropriations Limit is hereby made available to the public, in accordance with state law.

The City Finance Department has calculated the F/Y 2015-2016 Appropriations Limit at \$36,086,867, based upon the factors provided by the State Controller. These factors are the percentage change in California per capita income and the percentage change in the population of the County of Butte.

The posting date in the public notice was June 1, 2015, which met the (15) fifteen day notice requirement for adoption of this limit.

**FISCAL IMPACT**

The City's expenditures which are subject to the limit are well below the limit, so there is no adverse impact resulting from the adoption of the F/Y 2015- 2016 Appropriations Limit. It is not anticipated that City expenditures will even be close to the limit in the foreseeable future.

**RECOMMENDATION**

Adopt Resolution No. 8322 - A RESOLUTION OF THE OROVILLE CITY COUNCIL SETTING THE APPROPRIATIONS LIMIT (PROPOSITION 4) FOR FISCAL YEAR 2015/16.

**ATTACHMENTS**

Resolution No. 8322  
Public Hearing Notice

**CITY OF OROVILLE  
RESOLUTION NO. 8382**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL SETTING THE APPROPRIATIONS  
LIMIT (PROPOSITION 4) FOR FISCAL YEAR 2015-16**

**WHEREAS**, the setting of the appropriation limit for Fiscal Year 2015-16 is required by the passage of Proposition 4; and

**WHEREAS**, the appropriation limit for the City of Oroville has been calculated; and

**WHEREAS**, the documentation used in the determination of the appropriation limit became available to the public on June 1, 2015; and

**WHEREAS**, more than fifteen (15) days have elapsed since the documentation became available to the public; and

**WHEREAS**, the City Council of the City of Oroville has determined that the appropriation limit for Fiscal Year 2015-16 should be set at \$36,086,867; and

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

1. The appropriation limit for the Fiscal Year 2015-16 is hereby established at \$36,086,867. The factors utilized to calculate the limits in accordance with the requirements of SB1352 are the percentage change in California per capital income and the percentage change in the population of the County of Butte as estimated by the State of California Department of Finance as of January 1, 2015.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on June 16, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Sean D. De Burgh, Deputy City  
Attorney

\_\_\_\_\_  
Donald Rust, Acting City Clerk

CITY OF OROVILLE  
GANN LIMIT WORKSHEETS  
FOR THE YEAR 2015/2016

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Computation of Appropriations Limit	A-21	"Limit"
Computation Of Appropriations Subject To Limit	AA-1000	"Subject"

CITY OF OROVILLE  
COMPUTATION OF APPROPRIATIONS LIMIT  
FOR THE YEAR 2015/2016

Change In Calendar Year	Limit For Fiscal Year	Percentage Changes (1)					Fiscal Year Factors (2)	Cumulative Factors	SB 1352 Appropriations Limit
		Consumer Price Index	State Per Capita Personal Income	Non-Resid Assessed Valuation	City of Oroville Population	Butte County Population			
1978	1979/80	10.17%	12.42%	n/a	6.10%	n/a	1.1689	1.1689	4,854,305 *
1979	1980/81	14.68%	12.11%	n/a	3.39%	n/a	1.1591	1.3549	5,626,625
1980	1981/82	---	9.12%	n/a	8.15%	n/a	1.1801	1.5989	6,639,980
1981	1982/83	6.79%	---	n/a	3.42%	n/a	1.1044	1.7658	7,333,194
1982	1983/84	---	2.35%	n/a	4.75%	n/a	1.0721	1.8931	7,861,917
1983	1984/85	4.74%	---	n/a	0.80%	n/a	1.0558	1.9988	8,300,612
1984	1985/86	3.74%	---	n/a	1.00%	n/a	1.0478	2.0943	8,697,381
1985	1986/87	2.30%	---	n/a	0.38%	n/a	1.0269	2.1506	8,931,341
1986	1987/88	3.04%	3.47%	n/a	1.86%	n/a	1.0496	2.2573	9,374,336
1987	1988/89	3.93%	4.66%	n/a	3.31%	n/a	1.0737	2.4237	10,065,225
1988	1989/90	4.98%	5.19%	n/a	2.43%	n/a	1.0753	2.6062	10,823,136
1989	1990/91	n/a	4.21%	(3)	0.79%	3.03%	1.0737	2.7982	11,620,801
1990	1991/92	n/a	4.14%	(3)	3.83%	3.51%	1.0813	3.0257	12,565,572
1991	1992/93	n/a	-0.64%	(3)	0.16%	2.37%	1.0171	3.0775	12,780,443
1992	1993/94	n/a	2.72%	(3)	1.57%	2.72%	1.0551	3.2471	13,484,645
1993	1994/95	n/a	0.71%	(3)	2.17%	2.72%	1.0215	3.3169	13,774,565
1994	1995/96	n/a	4.72%	(3)	0.96%	1.54%	1.0633	3.5269	14,646,495
1995	1996/97	n/a	4.67%	(3)	0.93%	1.21%	1.0594	3.7364	15,516,497
1996	1997/98	n/a	4.67%	(3)	1.14%	1.44%	1.0618	3.9673	16,475,417
1997	1998/99	n/a	4.15%	(3)	1.48%	2.07%	1.0631	4.2176	17,515,016
1998	1999/00	n/a	4.53%	(3)	1.65%	1.42%	1.0625	4.4812	18,609,705
1999	2000/01	n/a	4.91%	(3)	0.77%	1.94%	1.0695	4.7926	19,903,079
2000	2001/02	n/a	7.82%	(3)	-0.40%	0.57%	1.0843	5.1966	21,580,909
2001	2002/03	n/a	-1.27%	(3)	0.03%	0.78%	0.9950	5.1706	21,473,004
2002	2003/04	n/a	2.31%	(3)	1.67%	1.47%	1.0402	5.3785	22,336,219
2003	2004/05	n/a	3.28%	(3)	0.35%	0.93%	1.0424	5.6065	23,283,275
2004	2005/06	n/a	5.26%	(3)	0.42%	0.89%	1.0620	5.9541	24,726,838
2005	2006/07	n/a	3.96%	(3)	0.88%	0.94%	1.0494	6.2482	25,948,344
2006	2007/08	n/a	4.42%	(3)	7.17%	0.97%	1.1101	6.9924	29,038,792
2007	2008/09	n/a	4.29%	(3)	0.22%	0.96%	1.0529	7.3623	30,574,944
2008	2009/10	n/a	0.62%	(3)	1.60%	0.60%	1.0122	7.4521	30,947,958
2009	2010/11	n/a	-2.54%	(3)	0.37%	0.50%	0.9795	7.2993	30,313,525
2010	2011/12	n/a	2.51%	(3)	0.30%	0.65%	1.0318	7.5314	31,277,495
2011	2012/13	n/a	3.77%	(3)	0.33%	0.37%	1.0415	7.8440	32,575,511
2012	2013/14	n/a	5.12%	(3)	3.13%	0.55%	1.0570	8.2910	34,431,716
2013	2014/15	n/a	-0.23%	(3)	0.17%	0.54%	1.0031	8.3166	34,538,027
2014	2015/16	n/a	3.82%	(3)	1.07%	0.64%	1.0448	8.6896	36,086,867

\* = Base Year (1978-79) Appropriations Subject To Limit

(1) = Source: State Department of Finance except Non-residential Assessed Valuation which is to be provided by the Butte County Auditor.

Total City Appropriations Per 1978-79 Final Budget	5719869
Less:	
Non-proceeds of taxes	1350183
Debt service appropriations	216803
Base Year Appropriations Subject To Limit	4152883
1979/80 Factor	1.1689
	<u>4854305</u>

(2) = Article XIII B of the California Constitution (Propositions 4 and 111) specifies that appropriations made by governmental entities may increase annually by the change in population of the City or County combined with the change in California per capita personal income; or the change in local assessment roll due to local non-residential construction.

The Fiscal Year Factors indicate the amount by which appropriations may increase each year.

NOTE: The percentage change in State Per Capita Income combined with the County of Butte population percentage change were used to compute the annual factor.

**Implications & Future Trends**

The City of Oroville's appropriations subject to limit remain well below the computed appropriations limit for fiscal 2015/16. Based upon the current trend, we expect the City to remain under the limit for the foreseeable future.



## City of Oroville

### **PUBLIC HEARING NOTICE**

**NOTICE IS HEREBY GIVEN THAT** the City Council of the City of Oroville will hold a public hearing on **Tuesday, June 16, 2015 at 6 p.m.**, at the City Council Chambers in City Hall, 1735 Montgomery Street, in Oroville, California, to consider a resolution establishing the City's Appropriation Limit for Fiscal Year 2015-16. Copies of the proposed resolution are available at the City Clerk's office in City Hall at 1735 Montgomery Street.

Please note that Section 65009(b)(2) of the Government Code provides that legal challenges to the City's action on this proposed matter may be limited to only those issues raised in testimony during the public hearing process.

Ruth Wright  
Finance Director

Dated: May 28, 2015

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR,  
COMMUNITY DEVELOPMENT DEPARTMENT  
TYSON PARDEE, MANAGER;  
JESSE SMITH, GIS SPECIALIST;  
INFORMATION TECHNOLOGY DIVISION**

**RE: REALLOCATION OF SOFTWARE FUNDING, CANCELLATION OF  
CITYWORKS & PARCEL QUEST, AND AGREEMENTS WITH THE  
CALIFORNIA STATE UNIVERSITY CHICO RESEARCH FOUNDATION**

**DATE: JUNE 16, 2015**

**SUMMARY**

The Council may consider canceling the City's maintenance contracts with City Works Work Order Management System and Parcel Quest and may consider entering into Agreements with the California State University Chico Research Foundation's Geographic Information Center (GIC) to host the City's Geographic Information Systems (GIS) data which will be incorporated into the financial management software (SunGard) and the permitting software (TRAK-iT).

**BACKGROUND**

City Works: In October of 2014, the Council authorized funding to upgrade the GIS database so that it could be more incorporated into TRAK-iT and City Works. Since that time the Council has authorized the purchase of SunGard which can replace City Works as the City's work order management system. The cost of the SunGard work order module is already tied in with the overall cost of the software which can be deployed to all City Staff. The City currently pays \$5,010 per year for the user maintenance and support agreement for 5 licenses.

Parcel Quest: In 2002 the City started using Parcel Quest, a software program that allows staff to research property information. With the City's investment in GIS, Parcel Quest has become redundant. The cost of Parcel Quest will rise substantially over the next 2 years. The City currently pays \$1,100 for an unlimited number of users. The cost will increase to \$1,400 per user, per year. A survey of City staff was conducted and 12 employees responded that use Parcel Quest regularly for a total of \$16,800 per year.

Geographic Information Center (GIC): Staff has also concluded that it is more cost

effective and versatile to have the GIC host our GIS database. The GIC utilizes an Enterprise Geodatabase will allow the number of GIS data users to increase from 10 to unlimited. The GIC will also provide web-based parcel lookup maps which will replace Parcel Quest. This database will also be incorporated into TRAK-iT and SunGard, from which each product will benefit from increased map functionality and quicker data updates.

Without the proposed equipment and software upgrades, the performance of the databases, system functionality, and access to data will continued to be bottlenecked (or slowed performance with lost man-hours) in accessing GIS data which attribute to loss of productivity.

**FISCAL IMPACT**

Geographic Information Center (GIC): \$5,000  
 TRAK-iT Land Trak Update Routine: \$7,500  
 City Works Upgrade Cancel: -\$7,800 (savings)

Total Cost (Including freight/handling/tax/install/labor): \$4,700

**ANNUAL MAINT/OPER COST:**

	Current	Additional	New Total
ESRI	\$5,831.00	\$0.00	\$5,831.00
CRW	\$7,500	\$0.00	\$7,500
GIC	\$0.00	\$5,000.00	\$5,000.00
City Works	\$5,010.00	\$0.00	\$0.00
Parcel Quest	\$1,100.00	\$0.00	\$0.00
<b>Total</b>	<b>\$19,441.00</b>	<b>\$5,000.00</b>	<b>\$18,331.00</b>

**RECOMMENDATIONS**

1. Authorize the cancellation of Software Maintenance Contracts with City Works & Parcel Quest.
2. Adopt Resolution No. 8323 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH CALIFORNIA STATE UNIVERSITY CHICO RESEARCH FOUNDATION IN THE AMOUNT OF \$5,000 FOR THE IMPLEMENTATION OF HOSTED GIS SOLUTIONS – (Agreement No. 3129).
3. Adopt Resolution No. 8324 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH CALIFORNIA STATE UNIVERSITY CHICO RESEARCH FOUNDATION IN THE AMOUNT OF \$5,000 FOR THE MAINTENANCE AND SUPPORT OF HOSTED GIS SOLUTIONS – (Agreement No. 3130).

4. Authorize the reallocation of funds, in the amount of \$7,800, (that were to be used for the City Works Upgrade) to be used for consulting fees with the Geographic Information Center and CRW Systems.
5. Authorize an additional \$4,700 to be used for consulting fees with the Geographic Information Center and CRW Systems.

#### **ATTACHMENTS**

Resolution No. 8323  
Agreement No. 3129  
Resolution No. 8324  
Agreement No. 3130  
LandTRAK Update

**CITY OF OROVILLE  
RESOLUTION NO. 8383**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING  
THE MAYOR TO EXECUTE AN AGREEMENT WITH CALIFORNIA STATE UNIVERSITY  
CHICO RESEARCH FOUNDATION IN THE AMOUNT OF \$5,000 FOR THE  
IMPLEMENTATION OF HOSTED GIS SOLUTIONS**

**(Agreement No. 3129)**

Be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Agreement with California State University Chico Research Foundation for the implementation of hosted GIS Solutions. A copy of the Agreement is attached as Exhibit A.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on June 16, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Sean D. De Burgh, Deputy City Attorney

\_\_\_\_\_  
Donald Rust, Acting City Clerk

**AGREEMENT WITH THE CSU, CHICO RESEARCH FOUNDATION**

Agreement is hereby made between the CSU, Chico Research Foundation (FOUNDATION), on behalf of the Geographical Information Center (GIC), and the City of Oroville (CLIENT) according to the following terms, conditions and provisions:

**Identity of Client:**

Donald Rust, Acting City Administrator  
City of Oroville  
530.538.2433 (office)  
[rustdl@cityoforoville.org](mailto:rustdl@cityoforoville.org)

**Foundation:**

The CSU, Chico Research Foundation  
California State University  
Chico, CA 95929-0870

**Contact person for Contractual Matters:**

John Miner, Contracts Officer  
Office of Sponsored Programs  
530.898.5700 (office)

**Contact person for Project Matters:**

Jason Schwenkler, Director  
Geographical Information Center  
530.898.4372 (office)  
530.898.6781 (fax)  
[jschwenkler@csuchico.edu](mailto:jschwenkler@csuchico.edu)

**City of Oroville GIS Development Workscope:**

CLIENT desires that FOUNDATION perform, and FOUNDATION agrees to perform, the following:

FOUNDATION will:

**Scope:**

The Geographical Information Center (GIC), an auxiliary agency of the non-profit California State University, Chico Research Foundation, agrees to develop a post processing data script for use in conjunction with the City's Track It system, develop a public Planning Information Lookup web mapping application, and develop a Notification Mailings web mapping application through the end of the 2016 fiscal year.

The specific tasks are as follows:

- *Develop a post processing data script to the City's specification for loading of data into - Track It system.*
- *Develop and populate ArcSDE Enterprise RDBMS for data storage and access;*
- *Develop the City's GIS Planning Information Lookup web viewer;*
- *Develop the City's Notification Mailings web application;*

The fixed price contract in a not-to-exceed amount of **\$5,000** will extend **through June 30, 2016**, and is paid from funds as otherwise determined appropriate by the City of Oroville.

**Contact Information:**

**GIC:**

Jason Schwenkler, Director, Geographical Information Center, California State University, Chico, CA 95929-0327; 530.898.4469; [jschwenkler@csuchico.edu](mailto:jschwenkler@csuchico.edu).

**City of Oroville:**

Donald Rust, Acting City Administrator; 530.538.2433 (office); [rustdl@cityoforoville.org](mailto:rustdl@cityoforoville.org).

**Terms of Payment:**

As compensation for FOUNDATION's service, CLIENT shall pay FOUNDATION a fixed fee of **\$5,000** due and payable upon completion of the work.

**Independence:**

FOUNDATION understands FOUNDATION is not the CLIENT's employee and is not entitled to any benefits provided by CLIENT to its employees. FOUNDATION will perform all services in an independent capacity, subject to the CLIENT's direction and control only as to the result and not the manner or means of accomplishing that result. Except as specified above,

FOUNDATION shall, at FOUNDATION's sole expense, provide all instrumentalities or supplies, any required licenses or permits, additional helpers or subcontractors, and any other expense incurred by FOUNDATION except as otherwise specified herein.

**Insurance:**

FOUNDATION assumes all risks as an independent contractor, and agrees to obtain all insurance necessary for FOUNDATION's protection in connection with work under this Agreement.

**Indemnity:**

Each party agrees to indemnify, defend, and hold harmless the other from any injuries, property damage, or other claims and losses resulting from the activities of each party or the party's agents in performance of this Agreement.

**Ownership:**

CLIENT will assume ownership of deliverables upon delivery by FOUNDATION. FOUNDATION may use deliverables and any working papers for its own purposes.

**Termination Without Cause:**

With reasonable cause, either party may terminate this Agreement effective immediately upon giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement and any act exposing the other party to liability to others for personal injury or property damage. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

**Choice of Law:**

Any dispute related to this Agreement shall be decided in accordance with the laws of the State of California.

**Terms of Agreement:**

This is the entire Agreement of the parties and cannot be modified orally. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in force. This Agreement may be supplemented or amended only in writing by agreement of authorized representatives of the parties.

This Agreement becomes effective upon signature of both parties.

**FOUNDATION:**

John Minor

Printed Name of Foundation's Signatory:

BY: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**CLIENT:**

Linda Dahlmeier, Mayor

BY: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**CITY OF OROVILLE  
RESOLUTION NO. 8384**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING  
THE MAYOR TO EXECUTE AN AGREEMENT WITH CALIFORNIA STATE UNIVERSITY  
CHICO RESEARCH FOUNDATION IN THE AMOUNT OF \$5,000 FOR THE  
MAINTENANCE AND SUPPORT OF HOSTED GIS SOLUTIONS**

**(Agreement No. 3130)**

Be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Agreement with California State University Chico Research Foundation for the maintenance and support of hosted GIS Solutions. A copy of the Agreement is attached as Exhibit A.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on June 16, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Sean D. De Burgh, Deputy City Attorney

\_\_\_\_\_  
Donald Rust, Acting City Clerk

**AGREEMENT WITH THE CSU, CHICO RESEARCH FOUNDATION**

Agreement is hereby made between the CSU, Chico Research Foundation (FOUNDATION), on behalf of the Geographical Information Center (GIC), and the City of Oroville (CLIENT) according to the following terms, conditions and provisions:

**Identity of Client:**

Donald Rust, Acting City Administrator  
City of Oroville  
530.538.2433 (office)  
[rustdl@cityoforoville.org](mailto:rustdl@cityoforoville.org)

**Foundation:**

The CSU, Chico Research Foundation  
California State University  
Chico, CA 95929-0870

**Contact person for Contractual Matters:**

John Miner, Contracts Officer  
Office of Sponsored Programs  
530.898.5700 (office)

**Contact person for Project Matters:**

Jason Schwenkler, Director  
Geographical Information Center  
530.898.4372 (office)  
530.898.6781 (fax)  
[jschwenkler@csuchico.edu](mailto:jschwenkler@csuchico.edu)

**City of Oroville GIS Maintenance Workscope:**

CLIENT desires that FOUNDATION perform, and FOUNDATION agrees to perform, the following:

FOUNDATION will:

**Scope:**

The Geographical Information Center (GIC), an auxiliary agency of the non-profit California State University, Chico Research Foundation, agrees to maintain an ArcSDE Enterprise RDBMS, maintain a public Planning Information Lookup web mapping application, and maintain a Notification Mailings web mapping application through the end of the 2016 fiscal year.

The specific tasks are as follows:

- *Maintain ArcSDE Enterprise RDBMS for data storage and access;*
- *Maintain the City's GIS Planning Information Lookup web viewer layers to include addresses, parcels, land use, zoning, and infrastructure information as provided by the City;*
- *Maintain the City's Notification Mailings web application layers to include addresses, roads and parcels;*

The fixed price contract in a not-to-exceed amount of **\$5,000** will extend **through June 30, 2016**, and is paid from funds as otherwise determined appropriate by the City of Oroville.

**Contact Information:**

**GIC:**

Jason Schwenkler, Director, Geographical Information Center, California State University, Chico, CA 95929-0327; 530.898.4469; [jschwenkler@csuchico.edu](mailto:jschwenkler@csuchico.edu).

**City of Oroville:**

Donald Rust, Acting City Administrator; 530.538.2433 (office); [rustdl@cityoforoville.org](mailto:rustdl@cityoforoville.org).

**Terms of Payment:**

As compensation for FOUNDATION's service, CLIENT shall pay FOUNDATION a fixed fee of **\$5,000** due and payable upon completion of the work.

**Independence:**

FOUNDATION understands FOUNDATION is not the CLIENT's employee and is not entitled to any benefits provided by CLIENT to its employees. FOUNDATION will perform all services in an independent capacity, subject to the CLIENT's direction and control only as to the

result and not the manner or means of accomplishing that result. Except as specified above, FOUNDATION shall, at FOUNDATION's sole expense, provide all instrumentalities or supplies, any required licenses or permits, additional helpers or subcontractors, and any other expense incurred by FOUNDATION except as otherwise specified herein.

**Insurance:**

FOUNDATION assumes all risks as an independent contractor, and agrees to obtain all insurance necessary for FOUNDATION's protection in connection with work under this Agreement.

**Indemnity:**

Each party agrees to indemnify, defend, and hold harmless the other from any injuries, property damage, or other claims and losses resulting from the activities of each party or the party's agents in performance of this Agreement.

**Ownership:**

CLIENT will assume ownership of deliverables upon delivery by FOUNDATION. FOUNDATION may use deliverables and any working papers for its own purposes.

**Termination Without Cause:**

With reasonable cause, either party may terminate this Agreement effective immediately upon giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement and any act exposing the other party to liability to others for personal injury or property damage. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

**Choice of Law:**

Any dispute related to this Agreement shall be decided in accordance with the laws of the State of California.

**Terms of Agreement:**

This is the entire Agreement of the parties and cannot be modified orally. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in force. This Agreement may be supplemented or amended only in writing by agreement of authorized representatives of the parties.

This Agreement becomes effective upon signature of both parties.

**FOUNDATION:**

John Minor

Printed Name of Foundation's Signatory:

BY: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**CLIENT:**

Linda Dahlmeier, Mayor

BY: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

# LandTRAK Update City of Oroville, CA

## Background

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The City of Oroville is interested in a LandTRAK update routine that will import property data provided by Butte County.

## Statement of Work

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- |  |                   |
|--|-------------------|
| <b>1. LandTRAK Update (Stored Procedure)</b> | <b>\$7,500.00</b> |
| a. Source File: Butte County Assessor Data   |                   |

## Terms

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- This quote supersedes all previous quotes and offers and is valid through 07/31/15.
- State and local use and/or excise taxes that apply to the work proposed herein shall be the responsibility of the Client, and will be added to the fees and prices shown above if required by state and local law.
- Any changes to the source file will result in additional cost and delay of delivery.
- Script or stored procedure is considered accepted if no issues are reported within 10 business days.
- No programming is included or custom reports are included.
- No on-site work or future modifications are included in this cost.
- Payment is due upon initial delivery.

## Authorization

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Please confirm this request by signing and returning this letter back to CRW. Upon receipt, you will be contacted for scheduling.

Offer Authorized by:  
Scott Talbert  
VP, Client Services  
CRW Systems, Inc.

Accepted by:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(On behalf of the City of Oroville)*

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO:           MAYOR AND COUNCIL MEMBERS**

**FROM:       DONALD RUST, DIRECTOR (530) 538-2433  
              RICK WALLS, INTERIM CITY ENGINEER  
              COMMUNITY DEVELOPMENT DEPARTMENT**

**RE:           PUBLIC RIGHT-OF-WAY FENCE ENCROACHMENTS**

**DATE:        JUNE 16, 2015**

**SUMMARY**

The Council may consider options to resolve public right-of-way (ROW) fence encroachments that have been identified at the Table Mountain Boulevard Roundabout.

**DISCUSSION**

Plans and specifications for the construction of the Table Mountain Boulevard Roundabout Project (Project) have been prepared and upon receipt of construction funding by approximately the end of June 2015, the project will be advertised for bid. The construction plans show a ROW private property fence encroachment starting at the corner of Table Mountain Boulevard and extending north along Cherokee Road. The private property fences for two parcels along Cherokee Road extend into the ROW by approximately 1 – 2 feet to 4 – 5 feet. In order to construct the Project's new sidewalk and street light improvements along Cherokee Road, the fencing encroaching into the public ROW require relocation.

Staff issued a letter to the to property owners of 17 and 21 La Cresenta Drive on May 12, 2015, requesting that the fences be relocated. Staff further met with the property owners on May 22, 2015 and provided them with record maps showing the location of a property corner monument for 17 La Cresenta Drive at Table Mountain Boulevard and Cherokee Road. A copy of an additional City plan sheet (ST-878, Sheet 6 of 12) dated May 1989 for the construction of the sidewalks along Cherokee Road was provided to the property owners. On this plan sheet, there is a note at the corner of Cherokee and La Paz indicating "Relocate Exist Chain Link Fence to RW".

This note refers to the property line fence for 21 La Cresenta Drive. The location of the chain link fence on the copy of the 1989 plan sheet is absent. Staff obtained the original mylar for this plan sheet and observed that the location of the fence at that time was mapped on paper. The mapping of the fence in 1989 showed the majority of the fence not encroaching into the ROW, and that only the portion of the fence located at the corner of Cherokee and La Paz was encroaching. Staff concludes from this information that the true

intent of the note to relocate the fence was limited to that portion of the fence that was encroaching into the area where a new pedestrian ramp was constructed at the corner of Cherokee and La Paz. It is staff's opinion that it was not the intention of the note to relocate the entire property line fence. Furthermore, the property line on the ST-878 plan sheet was not mapped correctly as it shows the majority of the fence for 21 La Cresenta outside of the ROW, which is incorrect. A copy of ST-878 is attached to this staff report showing mapped conditions as of 1989.

The attached photograph to this staff report shows the location of the southwest property corner monument for 17 La Cresenta Drive adjacent to Cherokee Road, and shows the fencing extending into the Cherokee Road ROW.

Staff is requesting guidance from the Council to resolve the fence encroachments prior to constructing the Project. The options available to the Council are:

1. Require the property owners to relocate the fences pursuant to the City's May 12, 2015 letter request.
2. Arrange, at City's cost, for the relocation of the chain link fence for 21 La Cresenta Drive to the property line on the basis that this work was not completed correctly in 1989 AND require the property owner of 17 La Cresenta to relocate the fence at property owner cost.
3. Arrange, at City's cost, for the relocation of the chain link fence for both 21 and 17 La Cresenta Drive to the property line.
4. Independent of items 1 – 3 above, at City's cost, arrange for the property line along Cherokee Road to be surveyed prior to any fence relocations occurring. This task is required for each of the options above.

There will also be an additional cost (unknown at this time) for the removal of some small trees and shrubs located on the property side of the fences requiring relocation. The cost for tree removals will not be known until the property line is surveyed.

## **FISCAL IMPACT**

Staff estimates the cost for demolition of the existing fencing and reconstruction of new chain link (21 La Cresenta) and wood (17 La Cresenta) fencing, including necessary tree removals will cost \$4,000. The cost for the property line survey has been quoted at \$500 by Northstar Engineering.

## **RECOMMENDATION**

Provide direction to staff.

## **ATTACHMENTS**

May 12, 2015 Fence Encroachment Letter  
Fence Encroachment Photograph  
Portion of City Plan Sheet ST-878



# City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

Donald Rust  
DIRECTOR

1735 Montgomery Street  
Oroville, CA 95965-4897  
(530) 538-2401 – FAX (530) 538-2426  
[www.cityoforoville.org](http://www.cityoforoville.org)

Michael Humes  
729 Hastings Street  
Chico, California 95973  
Re: 21 La Cresenta Drive

Darrell Doane  
4279 W Amhurst  
Fresno, California 93722  
Re: 17 La Cresenta Drive

Subject: Fence Encroachments  
City of Oroville Table Mountain Roundabout Project

Dear Property Owners:

The City will be beginning the construction of a traffic roundabout within the intersection of Table Mountain Boulevard, Nelson Avenue and Cherokee Road sometime in July 2015. A review of the project plans shows that the rear property fences for both 21 and 17 La Cresenta Drive extend into the City's Cherokee Road public right-of-way (ROW). These sections of fence are encroaching into the roundabout project limits 1.5 feet to 4.5 feet beyond your property line and need to be removed from the public ROW before construction of the roundabout begins. Attached to this letter is a portion of a project plan sheet showing the property line labeled as a bold black dashed line, and the fence shown in red.

Please contact me at (530) 538-2507 to discuss this matter further. I am available to meet with you in the field to discuss in more detail.

Sincerely,

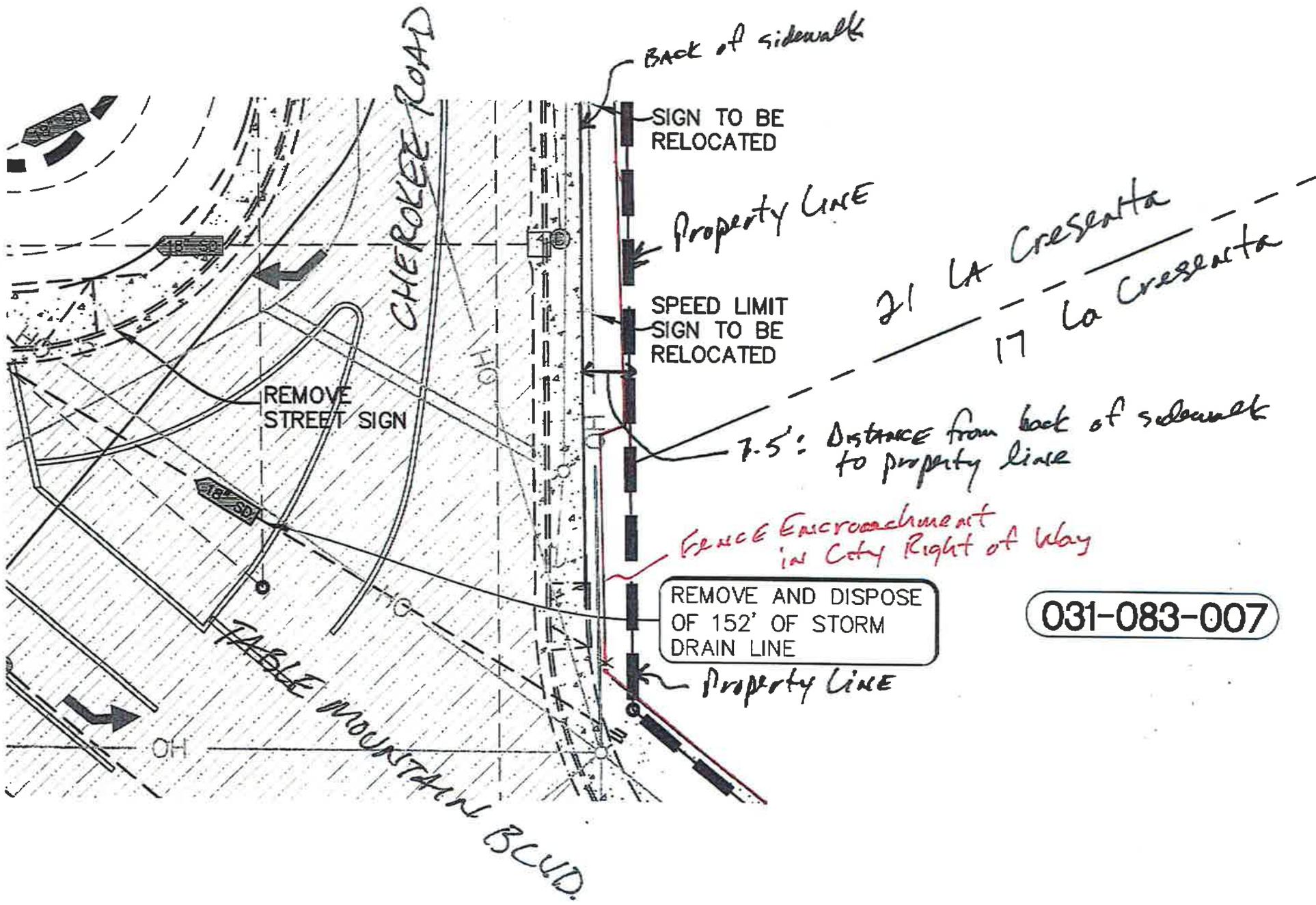
Rick Walls, P.E.  
City Engineer

Attachment: Project Map With Fence Encroachments

May 12, 2015

Page 1

*"Oroville – California's best opportunity for a safe and diverse quality of life"*



031-083-007



**TABLE MOUNTAIN BOULEVARD ROUNDABOUT  
FENCE ENCROACHMENT**



**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
RICK WALLS, INTERIM CITY ENGINEER  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: ELECTRICAL SERVICE AGREEMENT WITH PACIFIC GAS & ELECTRIC  
COMPANY**

**DATE: JUNE 16, 2015**

**SUMMARY**

The Council may consider an Agreement with Pacific Gas & Electric Company (PG&E) for a new electrical service to be installed for the City's Oro Dam Boulevard and Orange Avenue Traffic Signals Project.

**DISCUSSION**

Staff has completed the design of the Oro Dam Boulevard and Orange Avenue Traffic Signals Project (Project). The Project is currently out to bid with a bid opening date of June 24, 2015. Construction work will start shortly thereafter. The installation of new traffic signals requires a new electrical service that has been designed and approved by PG&E. PG&E's cost to the City for the new service installation is \$12,129.22 and requires the execution of an Agreement to Perform Tariff Related Work with PG&E.

This cost is reimbursable through the Project Congestion Mitigation Air Quality Grant that is funding the Project. There will be a monthly electric bill of approximately \$50 per month to be paid after the completion of construction that will be paid by the Street Fund.

**FISCAL IMPACT**

The cost for the new electrical service is a reimbursable item through the Project grant.

**RECOMMENDATION**

Adopt Resolution No. 8325 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ELECTRIC SERVICE AGREEMENT WITH PACIFIC GAS & ELECTRIC COMPANY FOR THE ORO DAM BOULEVARD AND ORANGE AVENUE TRAFFIC SIGNALS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE FUTURE ELECTRIC SERVICE AGREEMENTS WITH PACIFIC GAS & ELECTRIC COMPANY – (Agreement No. 3130).

**ATTACHMENTS**

Resolution No. 8325  
Agreement No. 3130

**CITY OF OROVILLE  
RESOLUTION NO. 8385**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ELECTRIC SERVICE AGREEMENT WITH PACIFIC GAS & ELECTRIC COMPANY FOR THE ORO DAM BOULEVARD AND ORANGE AVENUE TRAFFIC SIGNALS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE FUTURE ELECTRIC SERVICE AGREEMENTS WITH PACIFIC GAS & ELECTRIC COMPANY**

**(Agreement No. 3130)**

Be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Electric Service Agreement with Pacific Gas & Electric Company for the Oro Dam Boulevard and Orange Avenue Traffic Signals Project and authorizing the Mayor to execute future Electric Service Agreements with Pacific Gas & Electric Company. A copy of the Agreement is attached as Exhibit A.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on June 16, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Donald Rust, Acting City Clerk



May 22, 2015

Rick Walls  
City Of Oroville, A Government Agency  
1735 Montgomery Street  
OROVILLE , CA 95965

RE: Contract ID: 1190777: Oroville Dam Rd-Acacia Ave Traf. Si

Dear Rick Walls ,

Enclosed are gas and/or electric agreements for your project located at:

OROVILLE DAM RD AND ACACIA AVE, OROVILLE, 95965

This letter summarizes the agreements for this project.

	Non-Refundable Payment	Refundable Option*	50% Discount Option*
Traffic Control	\$13,129.22	\$0.00	\$0.00
Less Credit (Engineering Advance, etc.)	\$1,000.00	\$0.00	\$0.00
<b>TOTAL **</b>	\$12,129.22	\$0.00	\$0.00
<b>TOTAL PAYMENT DUE</b>	<b>\$12,129.22</b>	<b>OR</b>	<b>\$12,129.22</b>

\* Only applies to Rule 15 Refundable Amounts. Amount shown is less credit for associated Applicant work.

\*\* The Income Tax Component of Contribution (ITCC) is included in the above charges when applicable.

Please sign both copies of the agreement and return one copy of the agreement to the address below along with your payment and retain one copy for your records. If the agreement is not returned to PG&E within 90 days of the date of this letter, the proposed agreement is canceled and PG&E may need to re-estimate the job.

Changes to the agreement, either to any of the terms or to the amount owing, are not permitted, and any change or interlineations voids the agreement. The payment of any amount less than the full amount shown will be deposited by PG&E, but PG&E will not begin any work on this contract until the amount is paid in full. The contract shall be deemed effective the date a fully executed copy is received by PG&E. Please allow 45 days from PG&E's receipt of the Agreement for construction to commence.

PG&E is committed to providing timely and efficient service and we look forward to continuing to work with you on this and future projects.

Should you have any questions regarding these contracts, please contact your project manager Tracy Davis at 530-894-4733 or TEW4@pge.com.

Please send the executed Agreements and payment to:

PG&E CFM/PPC DEPARTMENT  
PO BOX 997340  
Sacramento, CA 95899-7340

Sincerely,

Loretta Weber

Loretta Weber  
Service Planning Supervisor



108144891E

Ref: Contract ID: 1190777: OROVILLE DAM RD AND ACACIA AVE, OROVILLE, 95965



**Pacific Gas and Electric Company  
Agreement to Perform  
Tariff Schedule Related Work**

**DISTRIBUTION:**  
 APPLICANT (Original)  
 DIVISION (Original)  
 ACCTG. SVCS.

**REFERENCES:**  
 Notification # 108144891  
 Contract # 1190777  
 PM # 31096092  
 MLX # 0

**City Of Oroville, A Government Agency (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefor, subject to the following conditions:**

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

**LOCATION: OROVILLE DAM RD AND ACACIA AVE, OROVILLE, 95965**

**DESCRIPTION OF WORK: Install Traffic Controller Service Point and/or Circuit (TC1)**

Engineering & Administrative Costs		<u>\$2,628.26</u>
Traffic Control Extension - Facilities & Connection	(+)	<u>\$6,081.48</u>
Total Amount Subject to Allowance	(=)	<u>\$8,709.74</u>
Traffic Control Allowance		<u>\$890.00</u>
Traffic Control Extension Allowance	(-)	<u>\$890.00</u>
Balance	(=)	<u>\$7,819.74</u>
Re-Engineering Costs	(+)	<u>\$0.00</u>
TC Svc Dlvry Pnt Extn - Inspection	(+)	<u>\$575.02</u>
TC Svc Dlvry Pnt Extn - Riser molding PG&E	(+)	<u>\$676.92</u>
TC Svc Dlvry Pnt Extn - Conduit/ Subst	(+)	<u>\$211.67</u>
TC Svc Dlvry Pnt Extn - Trench and Excavation	(+)	<u>\$2,650.61</u>
<b>Subtotal</b>	<b>(=)</b>	<b><u>\$11,933.96</u></b>
plus ITCC @ 34.0%	(+)	<u>\$4,057.54</u>
Traffic Control Extension - Connection Only	(+)	<u>\$0.00</u>
Applicant Provided Work:		
Cost beyond Allowance by Applicant	(-)	<u>\$0.00</u>
TC Svc Dlvry Pnt Extn - Conduit/ Subst	(-)	<u>\$211.67</u>
TC Svc Dlvry Pnt Extn - Trench and Excavation	(-)	<u>\$2,650.61</u>



108144891E

Less Applicant provided work  
**Total Traffic Control Non-Refundable Payment**  
Amount shown does not include PG&E Contributions of:

(-)  
(=) \$2,862.28  
\$13,129.22  
\$0.00



108144891E

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of Thirteen Thousand One Hundred Twenty-Nine Dollars And Twenty-Three Cents (\$13,129.22)

Upon completion of requested work, ownership shall vest in:  PG&E  Applicant

Executed this \_\_\_\_\_ day of \_\_\_\_\_

City Of Oroville, A Government Agency

**PACIFIC GAS & ELECTRIC COMPANY**

Applicant

By: \_\_\_\_\_

By: Loretta Weber

*Linda L. Dahlmeier*  
Print/Type/Name

Loretta Weber

Title:

*Mayor*

Title:

Service Planning Supervisor

Mailing Address: 1735 Montgomery Street  
OROVILLE, CA 95965



108144891E

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT;  
AMY BERGSTRAND, MANAGEMENT ANALYST III  
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT  
DEPARTMENT**

**RE: SUB-RECIPIENT AGREEMENTS FOR COMMUNITY DEVELOPMENT  
BLOCK GRANT PUBLIC SERVICES**

**DATE: JUNE 16, 2015**

**SUMMARY**

The Council may consider Sub-Recipient Agreements with the Boys and Girls Club of North Valley, in the amount of \$240,000, Catalyst Domestic Violence Services, in the amount of \$464,500, and the YMCA of Superior California, in the amount of \$255,000, through the Community Development Block Grant Standard Agreement No. 14-CDBG-9893.

**DISCUSSION**

On May 19, 2015, the Council approved the submittal of a Community Development Block Grant (CDBG) Supplemental Applications to the State Department of Housing and Community Development (HCD) requesting funding for public service entities.

In order to clear conditions and receive authorization for the City to incur costs, HCD requires an executed Sub-Recipient Agreement. Therefore, staff is requesting that City Council approve Sub-Recipient Agreements for the Boys and Girls Club of North Valley, Catalyst Domestic Violence and the YMCA of Superior California. Funding for these public service benefits the citizens of Oroville. The Boys and Girls Club proposed to use CDBG funding to expand the Project Learn Program. Catalyst proposed to use the funding for increased services through advocacy, counseling and operational support. The YMCA proposed to use the funding for the continued Educational and Healthy Lifestyle Enrichment Program. The Errors and Omissions Insurance requirement is waived.

**FISCAL IMPACT**

The budgets for the Boys and Girls Club, Catalyst and YMCA will be established when the Grant Agreement has been received.

## **RECOMMENDATION**

1. Adopt Resolution No. 8326 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUB-RECIPIENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BOYS AND GIRLS CLUB OF NORTH VALLEY - (Agreement No. 3132).
2. Adopt Resolution No. 8327 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUB-RECIPIENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND CATALYST DOMESTIC VIOLENCE SERVICES - (Agreement No. 3133).
3. Adopt Resolution No. 8328 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUB-RECIPIENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE YMCA OF SUPERIOR CALIFORNIA - (Agreement No. 3134).

## **ATTACHMENTS**

Resolution No. 8326  
Agreement No. 3132  
Resolution No. 8327  
Agreement No. 3133  
Resolution No. 8328  
Agreement No. 3134

**CITY OF OROVILLE  
RESOLUTION NO. 8386**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND  
DIRECTING THE MAYOR TO EXECUTE A SUB-RECIPIENT AGREEMENT  
BETWEEN THE CITY OF OROVILLE AND BOYS AND GIRLS CLUB OF NORTH  
VALLEY**

**(Agreement No. 3132)**

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

1. The Mayor is authorized and directed to execute a Sub-Recipient Agreement between the City of Oroville and Boys and Girls Club of North Valley for \$240,000 to supplement costs associated with the ongoing operations. A copy of the Agreement is attached hereto as Exhibit "A"; and
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on June 16, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Sean D. De Burgh, Deputy City Attorney

\_\_\_\_\_  
Donald Rust, Acting City Clerk

## SUBRECIPIENT AGREEMENT

### AGREEMENT BETWEEN CITY OF OROVILLE AND BOYS AND GIRLS CLUB OF NORTH VALLEY FOR YOUTH SERVICES

THIS AGREEMENT, entered this 17th day of June, 2015 by and between the **City of Oroville** (herein called the "Grantee") and **Boy's and Girl's Club of North Valley** (herein called the "Sub-recipient").

WHEREAS, the Grantee has applied for and received funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds for its Community Development Block Grant (CDBG) No. 14-CDBG-9893, Public Service activity;

NOW, THEREFORE, it is agreed between the parties hereto that;

#### I. **SCOPE OF SERVICE**

##### A. **Activities**

The Sub-recipient will be responsible for administering CDBG Grant No. 14-CDBG-9893 Public Service in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

##### **Program Delivery**

Boy's and Girl's Club Activities include:

- Activity #1: Increase Staffing by 1 Program Staff and 2 Case Managers (total staffing to include: 1 Director, 4 Program Staff, 2 Case Managers, 2 Recreation Aides).
- Activity #2: Expand Case Management for 25 low-income, City of Oroville youth
- Activity #3: Expand collaboration and coordination including year round workforce training for 25 low-income, City of Oroville youth, working with four local businesses and organizations to provide hands-on experience.

Activity #4: Expand college readiness programs including researching universities, colleges and trade schools, SAT preparation and parent counseling.

Activity #5: Regional College trips, including overnight stays visiting universities and local attractions and sites.

Activity #6: Focused and intentional 8 month program which utilizes curriculum and staff focuses on educating the parent and youth on a successful transition from 8<sup>th</sup> grade to high school.

Activity #7: Workstation/laptops and wireless internet to aid in program deliverability and accessibility.

Activity #8 Increase youth served from 200 to 250 annually.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-recipient certifies that the activities carried out under this Agreement will meet the National Objective to benefit low- and moderate-income persons. The National Objective will be met because CDBG program funds will be used to provide services to a low-income youth in the City Limits of Oroville.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as number of victims of domestic violence assisted.

The Sub-recipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per year</u>
Activity #1	1 FTE Program Staff
Activity #2	2 FTE case workers
Activity #3	Expand services to 25 eligible youth

D. Staffing

E. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient

within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

**II. TIME OF PERFORMANCE**

Services of the Sub-recipient shall start on the 1st day of July, 2015 and end on the date outlined in the 2014 CDBG Agreement (on or about September 30, 2017). The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

<b>Expense Category</b>	<b>Current 2014-15 Funding</b>	<b>CDBG Funding</b>	<b>Program Total</b>
Staffing	304,215.36	198,720	502,935.36
<i>Operating Expenses</i>			
Payroll Taxes	26,314.62	15,780	42,094.62
Benefits	2,458.80	0	2,458.80
Work Comp	14,052	1,500	15,552
HR/Staff Training & Development	6,420	1,500	7,920
Development	150	1,500	1,650
Fiscal Maintenance	4,200	0	4,200
Facility R&M	53,853.84	0	53,853.84
Utilities	13,200	0	13,200
Program Supplied	70,800	12,000	82,800
Technology	7,083.75	4,500	11,583.75
Vehicle/Trans	14,520	4,500	19,020
Administration	7,908	0	7,908
<i>Total Operating Expenses</i>	221,083.47	41,280	262,363.41
<b>TOTALS</b>	<b>525,298.77</b>	<b>240,000</b>	<b>765,298</b>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Sub-recipient.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$240,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III

herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representative.

Grantee

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

Sub-recipient

Boys and Girls Club of North Valley  
Attn: Rashell Brobst, Executive Officer  
2959 Lower Wyandotte Rd.  
Oroville, CA 95965

**VI. SPECIAL CONDITIONS**

None.

**VII. GENERAL CONDITIONS**

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub-recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Sub-recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

#### H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

### VIII. ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

##### 1. Accounting Standards

The Sub-recipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### 2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

#### B. Documentation and Record Keeping

##### 1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

## 2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

## 3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

## Disclosure

The Sub-recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Closeouts

The Sub-recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

5. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub-recipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report semi-annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. A copy of each report shall be provided by the Sub-recipient to the Grantee in a timely fashion. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments., payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program income balances available in Sub-recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

5. State CDBG Report(s)

The Sub-recipient shall submit any required status reports to the State. A copy of each report shall be provided by the Sub-recipient to the Grantee in a timely fashion.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the Town's municipal boundary with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

**IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

## X. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

#### 1. Compliance

The Sub-recipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### 2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement. The 504 Coordinator is designated as Jennifer Halferty, Executive Director, Mammoth Lakes Housing, Inc.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, including marketing, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Sub-recipient and any of the Sub-recipient's sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipient and any of the Sub-recipient's sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the

metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### D. Conduct

##### 1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

##### 2. Subcontracts

- a) Approvals: The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written

reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

- c) Content: The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Sub-recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:
- d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**XI. ENVIRONMENTAL CONDITIONS**

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. NEPA Compliance

The Sub-recipient shall prepare the required National Environmental Policy Act (NEPA) documentation consistent with 42 USC 4321-4347 and the implementing regulations at 24 CFR 50 and 58. The Sub-recipient shall provide the required NEPA documentation to the State and the original documentation to the Grantee.

**XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**City of Oroville:**

**Boy's and Girl's Club of North Valley**

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

By \_\_\_\_\_  
Rashell Brobst, Executive Officer

**Approved as to Form:**

**Attest:**

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

By \_\_\_\_\_  
Donald Rust, Acting City Clerk

**EXHIBIT "A"**

**2015/16-16/17 FISCAL YEARS  
STATEMENT OF SERVICES FOR USE OF CITY OF OROVILLE FUNDS**

**NAME OF Grantee:** Boys and Girls Club of North Valley  
**ADDRESS:** 2959 Lower Wyandotte Rd.  
Oroville, CA 95966  
**TELEPHONE:** 530-899-0335

**CONTACT PERSON/TITLE:** Rashell Brobst, Chief Executive Officer  
**ALLOCATION:** \$256,000  
**TERM:** July 1, 2015 to the expiration date of the CDBG  
Standard Agreement

SERVICES TO BE PROVIDED TO CITY RESIDENTS FROM CITY FUNDING AS STIPULATED IN EXHIBIT "A".

TOTAL ALLOCATION: \$256,000

In no event shall the City's total payments to Grantee under the Agreement exceed the total allocation shown above without amending the Agreement as authorized by the City Council.

Funding Use Exclusions: Travel, training, meals, entertainment, contributions to other agencies, consultant services, political activities. Equipment requires approval by majority of City Council.

**FUND DISBURSEMENT SCHEDULE FOR CDBG FUNDS**

1. Apportionment of Funds: \$256,000 as needed
2. Fiscal Reports Due:
  - 1<sup>st</sup> report due September 15, 2015
  - 2<sup>nd</sup> report due December 15, 2015
  - 3<sup>rd</sup> report due March 15, 2016
  - 4<sup>th</sup> report due June 15, 2016
  - 5<sup>th</sup> report due September 15, 2016
  - 6<sup>th</sup> report due December 15, 2016
  - 7<sup>th</sup> report due March 15, 2017
  - 8<sup>th</sup> report due June 15, 2017
  - 9<sup>th</sup> report due September 15, 2017

## Exhibit "B"

### INSURANCE REQUIREMENTS FOR GRANTEE

Grantee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Grantee, his agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omission Liability Insurance appropriate to the Grantee's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability. **(Waived per Item 15 of Sub-Recipient Agreement dated date.)**

#### Minimum Limits of Insurance

Grantee shall maintain limits no less than:

- |   |  |
|---|--|
| 1. General Liability:<br><br>(Including operations products and completed operations, as applicable.) | <b>\$1,000,000</b> per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/ location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:  | <b>\$1,000,000</b> per accident for bodily injury and property damage.   |
| 3. Employer's Liability:  | <b>\$1,000,000</b> per accident for bodily injury or disease.  |

### **Deductible and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Oroville. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Grantee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Grantee; or automobiles owned, leased, hired or borrowed by the Grantee.
2. For any claims related to this project, the Grantee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Grantee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to the City.

### **Verification of Coverage**

Grantee shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**CITY OF OROVILLE  
RESOLUTION NO. 8387**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND  
DIRECTING THE MAYOR TO EXECUTE A SUB-RECIPIENT AGREEMENT  
BETWEEN THE CITY OF OROVILLE AND CATALYST DOMESTIC VIOLENCE  
SERVICES**

**(Agreement No. 3133)**

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

1. The Mayor is authorized and directed to execute a Sub-Recipient Agreement between the City of Oroville and Catalyst Domestic Violence Services for \$464,500 to supplement costs associated with the ongoing operations. A copy of the Agreement is attached hereto as Exhibit "A"; and
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on June 16, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Sean D. De Burgh, Deputy City Attorney

\_\_\_\_\_  
Donald Rust, Acting City Clerk

**SUBRECIPIENT AGREEMENT**  
**AGREEMENT BETWEEN CITY OF OROVILLE**  
**AND**  
**CATALYST DOMESTIC VIOLENCE SERVICES**

THIS AGREEMENT, entered this 16th day of June, 2015 by and between the City of Oroville (herein called the "Grantee") and CATALYST DOMESTIC VIOLENCE SERVICES (herein called the "Sub-recipient").

WHEREAS, the Grantee has applied for and received funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds for its Community Development Block Grant (CDBG) No. 14-CDBG-9893, Public Service activity;

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICE**

**A. Activities**

The Sub-recipient will be responsible for administering CDBG Grant No. 14-CDBG-9893 Public Service in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

**Program Delivery**

Catalyst Domestic Violence Services include:

Activity #1: Advocacy (Legal, crisis, etc.) will fund 2 FTE

Activity #2: Counseling (adult and child therapy) will fund 22 hours

Activity #3: Operational Support (rent, Ins., Supplies, Utilities, etc)

**B. National Objectives**

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-recipient certifies that the activities carried out under this Agreement will meet the National Objective to benefit low- and moderate-income persons. The National Objective will be met because CDBG program funds will be used to provide services to a limited clientele of victims of domestic violence.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as number of victims of domestic violence assisted.

The Sub-recipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per year</u>	<u>Total Units/Grant</u>
Activity #1	2 FTE	6 FTE
Activity #2	22 hours	66 hours

D. Staffing

E. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the 1st day of July, 2015 and end on the date outlined in CDBG 2014 Agreement (on or about September 30, 2017). The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<b>Expense Category</b>	<b>Oroville</b>	<b>In Kind</b>	<b>Total</b>
Wages	311,989	222,833	534,822
Payroll Taxes	28,689	20,054	48,743
Workers Comp	3,634	2,596	6,230
Health Insurance	64,659	22,509	87,168
Audit	3,750	0	3,750
Board & Staff Strat.	1,500	0	1,500
Client Assistance	2,019	5,196	7,215
Consulting/Acct.		900	900

Dues/Subscriptions		450	450
Equipment Maint.	5,100	3,183	8,283
Insurance	7,500	5,248	12,748
Postage	600		600
Rent: Oroville (\$310)	11,160		11,160
Shelter Maint.		3,444	3,444
Storage/Shred		75	75
Supplies: Office	3,000		3,000
Supplies: Shelter		1,484	1,484
Telephone	10,800	1,800	12,600
Travel	7,200	3,080	10,280
Utilities	2,900	1,148	4,048
<b>TOTALS</b>	<b>\$464,500</b>	<b>\$294,000</b>	<b>\$758,500</b>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Sub-recipient.

#### **IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$464,500. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

#### **V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representative.

#### Grantee

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

#### Subrecipient

Catalyst Domestic Violence  
Attn: Anastacia Snyder  
P.O. Box 4184  
Chico, CA 95927

## VI. SPECIAL CONDITIONS

None.

## VII. GENERAL CONDITIONS

### A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

### C. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

### D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

### E. Insurance & Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub-recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Sub-recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the

award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## VIII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

The Sub-recipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record Keeping

#### 1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

#### 2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on

for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

Disclosure

The Sub-recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Closeouts

The Sub-recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

5. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub-recipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report semi-annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. A copy of each report shall be provided by the Sub-recipient to the Grantee in a timely fashion. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments., payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program income balances available in Sub-recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

5. State CDBG Report(s)

The Sub-recipient shall submit any required status reports to the State. A copy of each report shall be provided by the Sub-recipient to the Grantee in a timely fashion.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the Town's municipal boundary with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-

recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

**IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

**X. PERSONNEL & PARTICIPANT CONDITIONS**

**A. Civil Rights**

**1. Compliance**

The Sub-recipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

**2. Nondiscrimination**

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

**3. Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein

defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement. The 504 Coordinator is designated as Jennifer Halferty, Executive Director, Mammoth Lakes Housing, Inc.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, including marketing, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and

its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Sub-recipient and any of the Sub-recipient's sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipient and any of the Sub-recipient's sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that

contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a) Approvals: The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Sub-recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b) No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:
- d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**XI. ENVIRONMENTAL CONDITIONS**

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. NEPA Compliance

The Sub-recipient shall prepare the required National Environmental Policy Act (NEPA) documentation consistent with 42 USC 4321-4347 and the implementing regulations at 24 CFR 50 and 58. The Sub-recipient shall provide the required NEPA documentation to the State and the original documentation to the Grantee.

**XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**City of Oroville:**

**Catalyst Domestic Violence Services**

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

By \_\_\_\_\_  
Anastacia Snyder, Director

**Approved as to Form:**

**Attest:**

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

By \_\_\_\_\_  
Donald Rust, Acting City Clerk

**EXHIBIT "A"**

**2015/16-16/17 FISCAL YEARS  
STATEMENT OF SERVICES FOR USE OF CITY OF OROVILLE FUNDS**

**NAME OF Grantee:** Catalyst Domestic Violence  
**ADDRESS:** 1931 Arline Rhine Memorial Drive  
Oroville, CA 95965  
**TELEPHONE:** 530.343.7844

**CONTACT PERSON/TITLE:** Anastacia Snyder, Executive Director  
**ALLOCATION:** \$464,500  
**TERM:** July 1, 2015 to expiration date on the CDBG Standard Agreement

SERVICES TO BE PROVIDED TO CITY RESIDENTS FROM CITY FUNDING AS STIPULATED IN SUBRECIPIENT AGREEMENT.

TOTAL ALLOCATION: \$464,500

In no event shall the City's total payments to Grantee under the Agreement exceed the total allocation shown above without amending the Agreement as authorized by the City Council.

Funding Use Exclusions: Travel, training, meals, entertainment, contributions to other agencies, consultant services, political activities. Equipment requires approval by majority of City Council.

**FUND DISBURSEMENT SCHEDULE FOR CDBG FUNDS**

1. Apportionment of Funds: \$464,500 as needed
2. Fiscal Reports Due:
  - 1<sup>st</sup> report due September 15, 2015
  - 2<sup>nd</sup> report due December 15, 2015
  - 3<sup>rd</sup> report due March 15, 2016
  - 4<sup>th</sup> report due June 15, 2016
  - 5<sup>th</sup> report due September 15, 2016
  - 6<sup>th</sup> report due December 15, 2016
  - 7<sup>th</sup> report due March 15, 2017
  - 8<sup>th</sup> report due June 15, 2017
  - 9<sup>th</sup> report due September 15, 2017

## Exhibit "B"

### INSURANCE REQUIREMENTS FOR GRANTEE

Grantee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Grantee, his agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omission Liability Insurance appropriate to the Grantee's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability. **(Waived per Item 15 of Sub-Recipient Agreement dated date.)**

#### Minimum Limits of Insurance

Grantee shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/ location or the general aggregate limit shall be twice the required occurrence limit.  
(Including operations products and completed operations, as applicable.)
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.

3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

### **Deductible and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Oroville. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Grantee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Grantee; or automobiles owned, leased, hired or borrowed by the Grantee.
2. For any claims related to this project, the Grantee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Grantee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to the City.

### **Verification of Coverage**

Grantee shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms

provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**CITY OF OROVILLE  
RESOLUTION NO. 8388**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND  
DIRECTING THE MAYOR TO EXECUTE A SUB-RECIPIENT AGREEMENT  
BETWEEN THE CITY OF OROVILLE AND YMCA OF SUPERIOR CALIFORNIA**

**(Agreement No. 3134)**

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

1. The Mayor is authorized and directed to execute a Sub-Recipient Agreement between the City of Oroville and YMCA of Superior California for \$255,000 to supplement costs associated with the ongoing operations. A copy of the agreement is attached hereto as Exhibit "A"; and
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on June 16, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Sean D. De Burgh, Deputy City Attorney

\_\_\_\_\_  
Donald Rust, Acting City Clerk

## SUBRECIPIENT AGREEMENT

### AGREEMENT BETWEEN CITY OF OROVILLE AND YMCA OF SUPERIOR CALIFORNIA FOR YOUTH SERVICES

THIS AGREEMENT, entered this 16<sup>th</sup> day of June, 2015 by and between the City of Oroville (herein called the "Grantee") and YMCA of Superior California (herein called the "Sub-recipient").

WHEREAS, the Grantee has applied for and received funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds for its Community Development Block Grant (CDBG )No. 14-CDBG-9893, Public Service activity;

NOW, THEREFORE, it is agreed between the parties hereto that;

#### I. SCOPE OF SERVICE

##### A. Activities

The Sub-recipient will be responsible for administering CDBG Grant No. 14-CDBG-9893 Public Service in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

##### **Program Delivery**

The YMCA Day Camp (Educational and Healthy Lifestyle Enrichment Program)-targets low-income and at-risk children to deter the learning gaps. The program provides participants to healthy foods and the following activities:

- Activity #1: Dividing into four age groups and use age appropriate activities
- Activity #2: Expanded Science projects and food preparations that provides mathematical and analytical skill practice.
- Activity #3: Performing and cultural arts
- Activity #4: Artistic design and development
- Activity #5: Library visits, vocabulary and fun writing activities

Activity #6: Social skill development by playing games that encourage caring, honest, respectful and responsibility and learning conflict resolution.

Activity #7: Fitness challenges that promote fitness, positive competition and confidence building.

Activity #8: Water and boating safety and swimming lessons for four and five age group.

Activity #9: Each child will keep a record of their own nutrition and fitness program each week.

Activity #10: Two credentialed teachers will create a curriculum that fosters an environment of learning through STEM activities.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-recipient certifies that the activities carried out under this Agreement will meet the National Objective to benefit low- and moderate-income persons. The National Objective will be met because CDBG program funds will be used to provide services to a limited clientele of youth who will complete self-certification that verify income.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as number of low-income youth provided.

The Sub-recipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per year</u>	<u>Total Units/Grant</u>
Activity #1	55-65	165-195

D. Staffing

E. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient

within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

**II. TIME OF PERFORMANCE**

Services of the Sub-recipient shall start on the 1st day of July , 2015 and end on the date outlined in CDBG 2014 Agreement(on or about September 30, 2017). The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

<b>Expense Category</b>	<b>Total Budget Costs</b>	<b>CDBG Requested Amt.</b>	<b>Agency Funds</b>
<b>PERSONNEL</b>			
Salaries	222,627	189,232	33,395
Fringe Benefits	34,215	27,668	6,547
<b>SUPPLIES</b>			
Office Supplies	3,000		3,000
Postage	900	600	300
Program Supplies	9,900	7,000	2,900
Other (food)	10,500	10,500	
<b>UTILITIES</b>			
Telephone	1,800		1,800
Rent	3,375		
Printing	1,500	1,500	3,375
Liability Insurance	1,578		
Staff Training	1200		1,578
Travel	18,500	18,500	1,200
<b>TOTALS</b>	<b>\$309,095</b>	<b>\$255,000</b>	<b>\$54,095</b>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Sub-recipient.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$255,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representative.

Grantee

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

Sub-recipient

YMCA Superior California  
Attn: Jackie Glover  
1684 Robinson St.  
Oroville, CA 95965

**VI. SPECIAL CONDITIONS**

None.

**VII. GENERAL CONDITIONS**

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub-recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Sub-recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

**VIII. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the

activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

Disclosure

The Sub-recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Closeouts

The Sub-recipient's obligation to the Grantee shall not end until all close-

out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

5. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub-recipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report semi-annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. A copy of each report shall be provided by the Sub-recipient to the Grantee in a timely fashion. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments., payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program income balances available in Sub-recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

5. State CDBG Report(s)

The Sub-recipient shall submit any required status reports to the State. A copy of each report shall be provided by the Sub-recipient to the Grantee in a timely fashion.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the Town's municipal boundary with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

**IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

## X. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

#### 1. Compliance

The Sub-recipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### 2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement. The 504 Coordinator is designated as Jennifer Halferty, Executive Director, Mammoth Lakes Housing, Inc.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, including marketing, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Sub-recipient and any of the Sub-recipient's sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipient and any of the Sub-recipient's sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the

metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### D. Conduct

##### 1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

##### 2. Subcontracts

- a) Approvals: The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written

reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

- c) Content: The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Sub-recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:
- d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**XI. ENVIRONMENTAL CONDITIONS**

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. NEPA Compliance

The Sub-recipient shall prepare the required National Environmental Policy Act (NEPA) documentation consistent with 42 USC 4321-4347 and the implementing regulations at 24 CFR 50 and 58. The Sub-recipient shall provide the required NEPA documentation to the State and the original documentation to the Grantee.

**XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Oroville:

YMCA of Superior California

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

By \_\_\_\_\_  
Thomas J. Lowden, CEO President

**Approved as to Form:**

**Attest:**

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

By \_\_\_\_\_  
Donald Rust, Acting City Clerk

**EXHIBIT "A"**

**2015/16-16/17 FISCAL YEARS  
STATEMENT OF SERVICES FOR USE OF CITY OF OROVILLE FUNDS**

**NAME OF Grantee:** YMCA of Superior California  
**ADDRESS:** 1684 Robinson Street  
Oroville, CA 95965  
**TELEPHONE:** (530) 533-9622  
**CONTACT PERSON/TITLE:** Jackie Glover, Program Manager  
**ALLOCATION:** \$255,000  
**TERM:** July 1, 2015 to the expiration date of the CDBG  
Standard Agreement

SERVICES TO BE PROVIDED TO CITY RESIDENTS FROM CITY FUNDING AS  
STIPULATED SUBRECIPIENT AGREEMENT.

TOTAL ALLOCATION: \$255,000

In no event shall the City's total payments to Grantee under the Agreement exceed the total allocation shown above without amending the Agreement as authorized by the City Council.

Funding Use Exclusions: Travel, training, meals, entertainment, contributions to other agencies, consultant services, political activities. Equipment requires approval by majority of City Council.

**FUND DISBURSEMENT SCHEDULE FOR CDBG FUNDS**

1. Apportionment of Funds: \$255,000 as needed
2. Fiscal Reports Due:
  - 1<sup>st</sup> report due September 15, 2015
  - 2<sup>nd</sup> report due December 15, 2015
  - 3<sup>rd</sup> report due March 15, 2016
  - 4<sup>th</sup> report due June 15, 2016
  - 5<sup>th</sup> report due September 15, 2016
  - 6<sup>th</sup> report due December 15, 2016
  - 7<sup>th</sup> report due March 15, 2017
  - 8<sup>th</sup> report due June 15, 2017
  - 9<sup>th</sup> report due September 15, 2017

## Exhibit "B"

### INSURANCE REQUIREMENTS FOR GRANTEE

Grantee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Grantee, his agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omission Liability Insurance appropriate to the Grantee's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability. **(Waived per Item 15 of Sub-Recipient Agreement dated date.)**

#### Minimum Limits of Insurance

Grantee shall maintain limits no less than:

- |   |  |
|---|--|
| 1. General Liability:<br><br>(Including operations products and completed operations, as applicable.) | <b>\$1,000,000</b> per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/ location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:  | <b>\$1,000,000</b> per accident for bodily injury and property damage.   |
| 3. Employer's Liability:  | <b>\$1,000,000</b> per accident for bodily injury or disease.  |

### **Deductible and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Oroville. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Grantee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Grantee; or automobiles owned, leased, hired or borrowed by the Grantee.
2. For any claims related to this project, the Grantee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Grantee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to the City.

### **Verification of Coverage**

Grantee shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require

complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: REQUESTED TREE REMOVAL PERMITS**

**DATE: JUNE 16, 2015**

**SUMMARY**

The Council may consider giving staff direction regarding requested tree removal permits.

**DISCUSSION**

The City has received two (2) tree removal requests and the need to remove a small tree at the Pioneer Museum, and until the Urban Forest Management Plan and tree removal process is updated, staff will bring these issues to the Council. The following trees have been proposed to be removed:

- Oak trees on the west side of Feather River Boulevard, on the parcel just south of the Taco Bell. The owner of the Taco Bell has approached the Parks & Trees / Streets Supervisor and requested the removal of several moderate sized oaks trees.
- The Eagles have requested the removal of three specific trees, two (2) along the east side of Myers Street, just north of Montgomery, and one (1) on the north side of Montgomery Street, just east of Myers Street.
- The final removal is the City staff's need to remove a small tree in the front of the Pioneer Museum to allow for disabled accessibility and parking.

The Parks & Trees / Streets Supervisor and Community Development Director made a site visit and reviewed the three above locations together. Based on the recently adopted Oak Tree Loss Mitigation Ordinance, the community's concern regarding the removal of City trees, and the need to update the tree removal permit process and Urban Forest Management Plan, the Staff recommends the following actions regarding the above proposed tree removals.

1. The oak trees on Feather River Boulevard are not a nuisance or create any issues for the City. Staff recommends that these trees remain in place. These specific trees may be required to be removed or transplanted to other locations once the property is developed by the property owner.

2. The Fraternal Order of the Eagles (Eagles) Aerie 196 has requested three specific trees be removed and replace with appropriate street trees. The two (2) trees along Myers Street near the entrance to the building are structurally failing due to several factors and will need to be removed at some time in the future. The third tree on Montgomery Street is schedule to be removed as part of the Urban Forest Management Plan and has caused, and continues to cause, damage to the curb, gutter and sidewalk and has the potential to cause damage to the building itself. Staff recommends the removal and replacement of these trees as soon as possible.
3. The third and final tree removal is proposed by the City staff. The Staff is requesting the removal of a small tree in the front of the Pioneer Museum to allow for disabled accessibility and parking that needs to be installed at the Pioneer Museum to comply with the Americans with Disabilities Act (ADA). Additionally, ADA improvement will be required at the entry and inside the Museum, but those will be brought to the Council under a separate action.

### **FISCAL IMPACT**

Parks & Trees field crew time and equipment required to remove the trees, grind the stumps and the installation of replacement trees, approximately \$2,500.

### **RECOMMENDATIONS**

Direct staff as necessary.

### **ATTACHMENTS**

Photographs of the trees.

Oak Trees on Feather River Boulevard

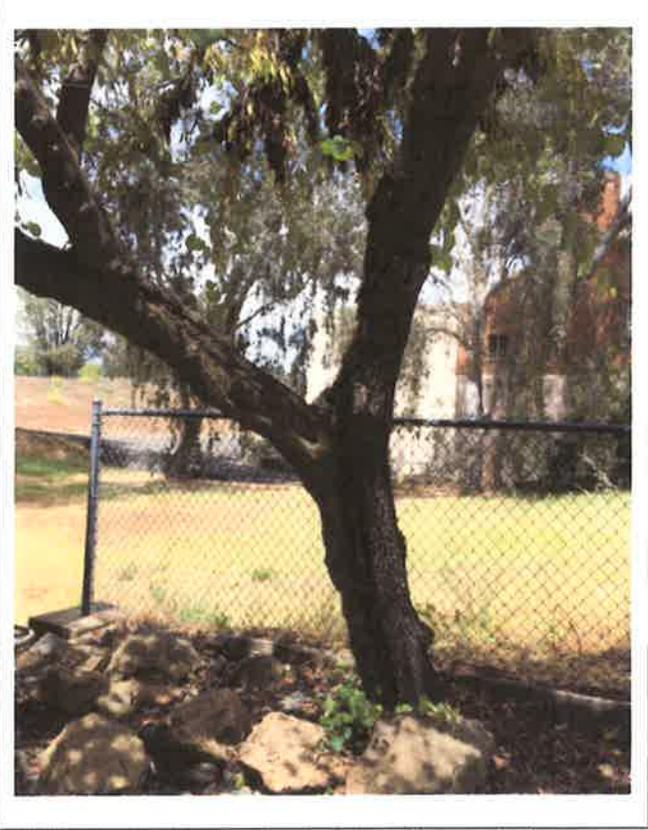


Trees near the Fraternal Order of the Eagles (Eagles) Aerie 196





Pioneer Museum



**REPORT OF  
INVESTMENTS**

**MAY 2015**

CC-19

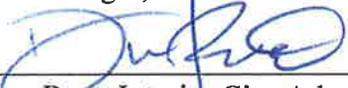
**CITY OF OROVILLE/OROVILLE SUCCESSOR AGENCY  
OROVILLE PUBLIC FINANCING AUTHORITY  
MONTHLY SUMMARY OF INVESTMENTS  
May 2015**

**CERTIFICATION:**

I certify that the information provided above is correct to the best of my knowledge and that (1) all investments are made in accordance with the investment policy and the laws of the State of California and (2) that sufficient funds are available to meet the anticipated expenditures for the next six months.

  
\_\_\_\_\_  
Ruth Wright, Director of Finance

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Don Rust, Interim City Administrator

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Karolyn J. Fairbanks, City Treasurer

  
\_\_\_\_\_  
Date



05/31/2015

City of Oroville Investment Portfolio Report				
Summary of Investments				
	Yield	Apr-15	Yield	May-15
Local Agency Investment Fund (LAIF)	0.278%	19,469,688	0.283%	21,769,688
Bank of the West Operating Account	0.03%	2,748,934	0.00%	4,190,021
<b>Total Pooled Investments</b>		<b>22,218,622</b>		<b>25,959,708</b>
City Investment Portfolio - Investments Held in Trust				
	Yield to Maturity			Market Value
2002 Tax Allocation Revenue Bonds-Used for Reoffering Premium related to Bond Refunding				0
Series 2015 A & B 2004 B Escrow Account				
Uninvested Cash	0.000%			853
US Treasury	0.250%			283,156
US Treasury	0.370%			7,009
US Treasury	0.870%			293,734
Series 2015 A & B 2004 B Cost of Issuance Fund				
Blackrock Provident T Fund	0.01%			16,040
<b>Total</b>				<b>600,793</b>

**MONTHLY FINANCIAL  
REPORT**

**MAY 2015**

**REPORT OF  
BUDGETED APPROPRIATIONS  
VS.  
ACTUAL EXPENDITURES  
AND  
ACTUAL REVENUES**

**MAY 2015**



CITY OF OROVILLE, CALIFORNIA  
FINANCIAL SUMMARY  
FOR THE PERIOD ENDED  
May 31, 2015

	REVENUES						EXPENDITURES					
	Actual May 2015	YTD	Budget Total Year 2014-2015	Remaining Budget	% of year Remaining 8%	% of year Remaining Prior Year	Actual May 2015	YTD	Budget Total Year 2014-2015	Remaining Budget	% of year Remaining 8%	% of year Remaining Prior Year
<b>CITY DEPARTMENTS</b>												
<b>GENERAL FUND</b>												
City Council	-	-	-	-	-	-	4,010	98,690	120,843	22,153	18%	9%
Mayor	-	-	-	-	-	-	964	20,631	32,608	11,977	37%	19%
City Attorney	-	-	-	-	-	-	30,527	280,670	309,725	29,055	9%	37%
City Clerk	-	91	4	(87)	-	-	19,907	175,637	202,240	26,603	13%	18%
Human Resources	-	-	550	550	100%	-	13,793	119,781	145,839	26,058	18%	14%
City Admin.	-	7,600	7,600	-	-	-	10,687	243,252	245,786	2,534	1%	12%
Economic Develop./Comm. Enh.	-	388	-	(388)	-	-	54,006	96,780	97,178	398	-	53%
Information Technology	10	10	-	(10)	-	-	32,825	243,656	475,649	231,993	49%	-
Finance	24	9,303	19,925	10,622	-	-	59,924	519,281	627,673	108,392	17%	11%
Post Employment Costs	568	5,405	91,000	85,595	94%	-	7,629	39,925	90,904	50,979	56%	-
City Treasurer	-	-	-	-	-	-	4,798	30,518	34,986	4,468	13%	10%
Planning	1,790	34,500	525,468	490,968	93%	-	30,148	316,637	704,742	388,105	55%	23%
City Hall	1,295	36,310	3,443	(32,867)	-	-	10,469	104,517	147,575	43,058	29%	41%
Arline Rhyne	490	3,740	160	(3,580)	-	-	866	5,901	7,400	1,499	20%	83%
Fire Department	1,258	149,195	86,100	(63,095)	-	-	207,831	1,721,472	2,002,621	281,149	14%	13%
Police Department	66,323	434,833	650,335	215,502	33%	-	874,779	5,010,525	5,578,041	567,516	10%	10%
Building/Code Enforcement	28,680	399,502	464,204	64,702	-	-	48,371	359,237	420,887	61,650	15%	29%
Public Works Admin.	2,164	26,218	145,345	119,127	82%	13%	24,764	185,978	259,671	73,693	28%	14%
Streets/Storm	-	384,767	557,730	172,963	31%	22%	58,847	1,017,565	1,040,030	22,465	2%	39%
Parks & Trees	2,142	34,713	48,811	14,098	-	-	61,158	517,196	544,464	27,268	5%	29%
Pioneer Museum	348	1,498	1,700	202	12%	5%	2,777	5,095	4,500	(595)	-	62%
Bolt's Museum	455	3,971	3,000	(971)	-	17%	806	8,061	10,600	2,539	24%	13%
Chinese Temple	-	6,294	9,580	3,286	-	-	3,338	21,736	35,380	13,644	39%	-
Lott Home	1,359	8,293	8,340	47	-	-	6,171	40,752	104,600	63,848	61%	-
State Theater	870	8,777	10,400	1,623	-	-	3,721	23,415	40,400	16,985	42%	-
Liability/Property Insurance	-	-	-	-	-	100%	-	257,666	324,491	66,825	21%	34%
Non Departmental*	2,268,177	9,525,140	10,925,131	1,399,991	13%	15%	13,768	195,229	184,284	(10,945)	-	3%
<b>Totals</b>	<b>2,375,952</b>	<b>11,080,547</b>	<b>13,558,826</b>	<b>2,478,279</b>	<b>18%</b>	<b>13%</b>	<b>1,586,887</b>	<b>11,659,802</b>	<b>13,793,117</b>	<b>2,133,315</b>	<b>15%</b>	<b>15%</b>

\* Revenues include Property Tax, Utility Users, Transient Occupancy, Motor Vehicle, and Proceeds of Property Sales. Expenditures include fees for credit card services and charges for Butte County Services.

## CITY OF OROVILLE

## EXPENSE REPORT ALL BUDGETED FUNDS MAY 2015

FUND Description	Actual May 2015	Year To Date Actual	Budget Total Year 2014-2015	Remaining Budget	8% of year Remaining Actual to Budget	% of year Remaining Last Fiscal Year
001 General Fund	1,586,887	11,659,802	13,793,117	2,133,315	15%	15%
100 Comm. Promotion	522	14,765	55,223	40,458	73%	14%
101 Sewer Fund	73,789	1,598,495	3,007,239	1,408,744	47%	44%
104 SWRCON/FEE FUND	603	5,580	5,680	100	2%	92%
105 Drainage Fees	603	5,580	205,580	200,000	97%	49%
106 Park Dev Fees	603	67,475	123,981	56,506	46%	99%
107 NOTTIF	603	5,580	7,580	2,000	26%	92%
108 Traffic Impact	3,228	17,115	39,015	21,900	56%	54%
109 DRAINAGE/CTYWDE	603	5,580	11,180	5,600	50%	100%
112 GAXTX RSTP FUND	-	430,548	513,000	82,452	16%	100%
113 CANINE FUND	1,406	5,138	8,500	3,362	40%	100%
116 TECH FEE FUND	12,722	30,065	40,700	10,635	26%	61%
118 SB1186 C/FUND	1	41	-	-41	-	-
119 RECYCLING FUND	523	16,992	42,926	25,934	60%	54%
120 GTx 2107/2107.5	-	75,222	113,300	38,078	34%	1%
125 GTx 2106 Fund	-	52,060	76,173	24,113	32%	-
127 Gas Tax 2105	-	153,637	242,330	88,693	37%	-
130 Spec. Aviation	30,913	436,927	655,409	218,482	33%	22%
140 Housing Admin	46,250	402,941	933,061	530,120	57%	9%
141 HSG PRG FUND	1,356	130,758	678,094	547,336	81%	9%
149 HOME FUND	2,014	667,332	1,701,168	1,033,836	61%	72%
150 CDBG Fund	105,372	1,105,676	5,273,653	4,167,977	79%	76%
151 EDBG FUND	153,202	472,448	169,840	-302,608	-	35%
156 Pub Sfty Aug	-	71,026	142,052	71,026	50%	25%
157 SUPPLAWENFORCMT	-	69,266	138,531	69,266	50%	25%
158 L.L.E.BLOCK GRT	78,554	156,242	117,466	-38,776	-	59%
159 LAW ENF.IMP.FEE	603	5,580	45,580	40,000	88%	92%
160 MISC FUND	2,893	116,039	329,333	213,294	65%	86%
161 O/MISC GRANTS	-	-150	-	150	69%	92%
163 FIRE SUP IMPFEE	7,333	14,612	25,580	10,968	-	96%
165 CONTINGENCY FD	-	46,500	-	-46,500	-	-
166 GRANT-FIRE FUND	53,835	423,180	412,790	-10,390	-	54%
169 GEN GOVT DEVIMP	603	5,580	5,580	-	-	51%
180 OPFA	-	-	1,400,475	1,400,475	100%	100%
184 LLM D ALL ZONES	2,325	26,238	39,356	13,118	33%	51%
185 BAD ALL ZONES	273	3,803	2,788	-1,015	-	96%
186 WESTSIDEPUB/S/F	163	803	1,273	470	37%	46%
187 PUB/SAFETY SERV	144	691	1,272	581	46%	46%
190 SUPPBENEFITFUND	10,358	220,953	419,779	198,826	47%	51%
198 RDA General	25,329	2,222,974	2,217,866	-5,108	-	6%
230 CITY DEBT SERV	3,858	727,494	727,429	-65	-	-
276 OAD93-1 Dbt Ser	-	-	4,532	4,532	100%	-
305 Equip Replcmnt	-1,215	181,602	362,554	180,952	50%	38%
306 New Capital Eqp	-	14,328	28,655	14,328	50%	-
307 CAPITAL PROJ	21,715	456,685	479,703	23,018	5%	95%
320 BLDG/FAC CAPIMP	-	14,192	28,384	14,192	50%	-
397 RDA 95 BOND	-	-	177,451	177,451	100%	99%
410 Local Transit	959	655,658	541,700	-113,958	-	9%
440 BUSINESS DEVCTR	3,358	26,503	53,120	26,617	50%	53%
450 CTY/HOUSG EDRLF	1,047	114,590	621,615	507,025	82%	84%
451 CDBG EcoDev RLF	-	-	-	-	-	10%
452 CDBG Hsg RLF	-	-	-	-	-	100%
453 MICRO-ENP RLF	110,994	1,510,941	2,015,086	504,145	25%	7%
454 CAL-HOME RLF	-	33,880	122,325	88,445	72%	100%
458 RBEG	-	-	51,412	51,412	100%	100%
460 City RLF	-	3,120	137,663	134,543	98%	14%
500 Payroll Revolv.	-3,606	-	-	-	-	-
520 Stores Revolv.	2,241	44,035	69,600	25,565	37%	37%
540 Veh Maint Fund	38,411	411,687	527,620	115,933	22%	16%
550 Wrkrs Comp.	1,523	534,404	703,609	169,205	24%	15%
552 UNEMP-SELF INS	143	32,207	75,257	43,050	57%	79%
555 SELF INS VISION	1,769	44,363	70,090	25,727	37%	24%
705 PLAN RET FUND	3	119	10	-109	-	100%
710 ANNEXATION FUND	-	2,100	37,424	35,324	94%	100%
Total All Funds	2,384,813	25,551,003	39,831,709	14,280,707	36%	45%

## REVENUE REPORT ALL BUDGETED FUNDS MAY 2015

FUND Description	Actual May 2015	Year To Date Actual	Budget Total Year 2014-2015	Remaining Budget	8% of year Remaining Actual to Budget	% of year Remaining Last Fiscal Year
001 General Fund	2,375,952	11,080,547	13,558,826	2,478,279	18%	13%
100 Comm. Promotion	4	51,004	55,848	4,844	9%	-
101 Sewer Fund	1,113,401	2,787,494	2,479,834	(307,660)	-	7%
104 SWRCON/FEE FUND	1,104	52,521	40,500	(12,021)	-	-
105 Drainage Fees	590	4,255	2,470	(1,785)	-	-
106 Park Dev Fees	34,394	76,892	17,191	(59,701)	-	-
107 NOTTIF	187	271	200	(71)	-	41%
108 Traffic Impact	985	27,302	108,610	81,308	-	-
109 DRAINAGE/CTYWDE	679	74,474	29,440	(45,034)	-	-
111 LOCAL TRANSP	167	96,735	50	(96,685)	-	67%
112 GAXTX RSTP FUND	449	855	54,182	53,327	98%	-
113 CANINE FUND	8	7,924	8,800	876	10%	-
116 TECH FEE FUND	1,113	22,135	35,198	13,063	37%	33%
118 SB1186 C/FUND	30	1,092	-	(1,092)	-	-
119 RECYCLING FUND	73	15,840	21,189	5,349	25%	26%
120 GTx 2107/2107.5	16	91,532	96,100	4,568	5%	-
125 GTx 2106 Fund	17	57,288	64,210	6,922	11%	-
127 Gas Tax 2105	123	188,959	242,330	53,371	22%	-
130 Spec. Aviation	35,443	444,278	558,442	114,164	20%	12%
140 Housing Admin	46,531	377,471	316,700	(60,771)	-	7%
141 HSG PRG FUND	8,895	114,049	421,892	307,843	73%	-
149 HOME FUND	157	781,442	381,126	(400,316)	-	76%
150 CDBG Fund	338,929	1,223,215	3,153,000	1,929,785	61%	45%
151 EDBG FUND	174,338	493,585	423,385	(70,200)	-	32%
155 Asset Seizure	(193)	58	40	(18)	-	-
156 Pub Sfty Aug	130	84,589	101,013	16,424	16%	21%
157 SUPPLAWENFORCMT	11,389	84,666	98,067	13,401	-	26%
158 L.L.E.BLOCK GRT	17,767	86,188	-	(86,188)	-	59%
159 LAW ENF.IMP.FEE	71	4,938	2,771	(2,167)	-	-
160 MISC FUND	-	156,434	106,190	(50,244)	-	29%
161 O/MISC GRANTS	-	-	-	-	-	100%
163 FIRE SUP IMPFEE	25	2,440	1,857	(583)	-	-
165 CONTINGENCY FD	-	43,498	43,498	-	-	-
166 GRANT-FIRE FUND	187,314	277,513	318,656	41,143	13%	50%
168 PEG FEE FUND	6,262	18,016	-	(18,016)	-	-
169 GEN GOVT DEVIMP	9	5,521	2,789	(2,732)	-	-
180 OPFA	42	42	1,400,475	1,400,433	100%	100%
184 LLMD ALL ZONES	17,086	36,245	37,333	1,088	3%	13%
185 BAD ALL ZONES	71	104	70	(34)	-	-
186 WESTSIDE PUB/S/F	26,094	84,036	35,302	(48,734)	-	19%
187 PUB/SAFETY SERV	26,094	84,037	35,396	(48,641)	-	19%
190 SUPPBENEFITFUND	525	168,029	135,021	(33,008)	-	11%
198 RDA General	1,328,968	1,630,556	2,187,928	557,372	25%	-
199 RDA Housing	-	100	-	(100)	-	32%
230 CITY DEBT SERV	75,742	629,459	639,000	9,541	1%	17%
305 Equip Replcmnt	-	202	-	(202)	-	97%
306 New Capital Eqp	-	16	13	(3)	-	95%
307 CAPITAL PROJ	-	11,964	-	(11,964)	-	93%
395 2004 CONST.BOND	-	3,165	2,980	(185)	-	61%
396 BOND FUND 2001	-	416	391	(25)	-	50%
410 Local Transit	1,085	513,004	560,870	47,866	9%	-
440 BUSINESS DEVCTR	753	4,299	-	(4,299)	-	75%
450 CTY/HOUSG EDRLF	67,941	129,356	70,800	(58,556)	-	52%
451 CDBG EcoDev RLF	(8,794)	977	9,440	8,463	90%	7
453 MICRO-ENP RLF	486,322	1,070,424	1,068,037	(2,387)	-	-
454 CAL-HOME RLF	110	2,536	200	(2,336)	-	-
455 HOME Hsg RLF	1,180	62,612	40	(62,572)	-	-
458 RBEG	852	7,980	51,412	43,432	84%	-
460 City RLF	103	1,960	170	(1,790)	-	-
498 RDA RLF	66	95	25,900	25,805	100%	-
520 Stores Revolv.	3,075	29,299	36,800	7,501	20%	17%
540 Veh Maint Fund	41,999	424,581	600,719	176,138	29%	17%
550 Wrkrs Comp.	39,129	434,232	324,437	(109,795)	-	9%
552 UNEMP-SELF INS	2,598	28,433	31,340	2,907	9%	23%
555 SELF INS VISION	3,512	36,544	43,210	6,666	15%	-
610 Feather Rvr Blf	22	32	-	(32)	-	-
705 PLAN RET FUND	345	3,980	1,949	(2,031)	-	-
710 ANNEXATION FUND	-	-	40	40	100%	59%
Totals	6,471,277	24,233,736	30,043,677	5,809,941	19%	28%

**OROVILLE CITY COUNCIL/OROVILLE SUCCESSOR AGENCY  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
CHAIRPERSON AND COMMISSIONERS**

**FROM: DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT;  
AMY BERGSTRAND, MANAGEMENT ANALYST III  
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT  
DEPARTMENT**

**RE: 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION**

**DATE: JUNE 16, 2015**

**SUMMARY**

Council:

The Council may consider the submittal of an Application to the State Department of Housing and Community Development for 2015 Home Investment Partnerships (HOME) Program funding.

Successor Agency (SA):

The Commission may consider committing Housing Program Funds, equaling \$75,000, for additional administrative support for HOME program activities.

**DISCUSSION**

The State Department of Housing and Community Development released a Notice of Funding Availability (NOFA) on May 15, 2015, requesting applications for funding from the Home Investment Partnerships Program 2015 HOME NOFA. The final date for application submittal is no later than 5:00 p.m. on July 15, 2015.

The HOME Program offers a broad range of eligible activities as follows:

1. Multifamily (new construction; moderate or substantial rehabilitation; or acquisition);
2. Owner-occupied rehabilitation;
3. First time home buyer (acquisition only; acquisition and rehabilitation; or new construction);
4. Tenant-based rental assistance.

Upon authorization by the Council, staff will submit an application requesting \$1,000,000 in HOME funds to be used to provide first-time home buyer mortgage assistance.

Supplemental funding for general administration and activity delivery is necessary to ensure the successful implementation of the proposed activities. Therefore, staff is proposing that SA Housing Program funds be used to fund a portion of the administration and activity delivery expenses associated with the proposed HOME grant funds as follows:

- General Administrative expense \$25,000
- Activity Delivery expense \$50,000

The aforementioned costs generally span a two-year period. The following is the HOME Program budget, illustrating the breakdown between HOME funds and Housing Program Funds:

Funding Source	Use of Funds	Amount
HOME Program	General Administration	\$25,000
HOME	FTHB Program Loans	\$911,625
HOME	FTHB Activity Delivery	\$63,375
Housing Program Funds(SA)	Administration (Gen.)	\$25,000
Housing Program Funds SA)	Activity Delivery	\$50,000
<b>TOTAL</b>		<b>\$1,075,000</b>

The 25% cash match requirement for HOME Program activities has been waived for the 2015 funding round.

Following are the primary activity components associated with this HOME program application:

First Time Home Buyer Down Payment Assistance

1. Down payment and closing cost assistance
2. To reduce monthly debt service on a first mortgage originated by a private lender
3. Activity delivery costs.

The program will include varying amounts of mortgage subsidy assistance, based on household income, up to a maximum of 45% of the value of the home.

### Income Limits

Household income will be restricted to 80% or less of Butte County area median income as established by the Department of Housing and Urban Development.

The 2015 HOME Application will be available for review in the Business Assistance and Housing Development Department.

### **FISCAL IMPACT**

Should this grant be awarded the fiscal impact will be addressed when the budget is established for this activity.

### **RECOMMENDATION**

#### Council:

Adopt Resolution No. 8378 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING, AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM.

#### Commission:

Adopt Resolution No. 15-10 - A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY COMMITTING SUCCESSOR AGENCY HOUSING PROGRAM FUNDS, IN THE AMOUNT OF \$75,000, TO BE USED AS LEVERAGE MATCH FOR THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM.

### **ATTACHMENTS**

Resolution No. 8378  
Resolution No. 15-10

**OROVILLE SUCCESSOR AGENCY  
RESOLUTION NO. 15-10**

**A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY COMMITTING OROVILLE SUCCESSOR AGENCY HOUSING PROGRAM FUNDS TO BE USED AS LEVERAGE MATCH FOR THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM**

**BE IT RESOLVED** by the Oroville Successor Agency Commission as follows:

1. The Home Investment Partnerships Program Application will be submitted to the California State Department of Housing and Community Development; and
2. The City of Oroville Business Assistance/Housing Division has recommended that the City Council apply for funds in the amount of \$1,000,000 for First Time Home Buyer (FTHB) acquisition, general administration, and activity delivery.
3. The Commission hereby approves the use of Successor Agency Housing Program funds in the amount of \$75,000 as follows:
  - \$ 25,000 for general administration
  - \$ 50,000 for activity delivery
4. The Secretary shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville Successor Agency at a regular meeting on June 16, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Chairperson

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, Agency Counsel

\_\_\_\_\_  
Donald Rust, Acting Secretary

**OROVILLE CITY COUNCIL/OROVILLE SUCCESSOR AGENCY  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS  
CHAIRPERSON AND COMMISSIONERS**

**FROM: DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT;  
AMY BERGSTRAND, MANAGEMENT ANALYST III,  
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT  
DEPARTMENT**

**RE: 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM  
RENTAL PROJECT APPLICATION**

**DATE: JUNE 16, 2015**

**SUMMARY**

Council:

The Council may consider the submittal of a Rental Project Application to the State Department of Housing and Community Development for 2015 Home Investment Partnerships (HOME) Program funds.

Successor Agency (SA):

The Commission may consider committing Housing Program funds, equaling \$75,000, to provide additional administrative support for the HOME Program Rental Project activities.

**DISCUSSION**

The State Department of Housing and Community Development released a Notice of Funding Availability (NOFA) dated May 15, 2015 requesting rental project applications for funding from the Home Investment Partnerships Program. The final date for application submittal is no later than 5:00 p.m. on July 15, 2015.

To be eligible for funding under this NOFA, a rental project application must be for one of the following types.

1. Rental New Construction Project -- development of a specific multi-family project on specific site by a specific developer.
2. Rental Rehabilitation or Acquisition/Rehabilitation Project -- funds provided to acquire a specific rental project, rehabilitate a specific rental

project without a transfer of ownership, or acquire and rehabilitate a specific rental project.

Business Assistance and Housing Development staff proposes to submit an application to the California State Department of Housing and Community Development for \$4,600,000 on behalf of Willow Partners, LLC. for the development of the 52-unit Rental New Construction (Sierra Heights) Project for seniors to be located in the City of Oroville. The funding will be used for permanent financing once the project has been constructed. The proposed rental new construction project (located off of Executive Parkway and Hillview Ridge Lane) will provide affordable housing to low-and lower income senior households. Home Investment Partnerships Program funds will be used to provide spacious and pleasant accommodations and help to ensure that rents remain affordable (see attached Project Narrative).

Upon authorization by the City Council, Willow Partners, LLC. will prepare the application requesting \$4,600,000 on behalf of the City of Oroville with oversight by the Management Analyst III in the Business Assistance and Housing Development Department.

All match requirements are waived for applications submitted under this NOFA.

Supplemental funding for general administration and activity delivery is necessary to ensure the successful implementation of the proposed activity. Therefore, staff is proposing that the SA Housing Program Fund be used to fund a portion of the administration and activity delivery expenses associated with the proposed HOME grant funds as follows:

- General Administrative expense \$25,000
- Activity Delivery expense \$50,000

The aforementioned costs generally span a three-year period. The following is the Rental Project HOME Program budget, illustrating the breakdown between HOME funds and City Revolving Loan match funds:

Funding Source	Use of Funds	Amount
HOME Loan	Multi-Family Rental Project	\$4,500,000.00
HOME	Administration (Gen.)	\$ 50,000.00
HOME	Activity Delivery	\$ 50,000.00
SA Housing Program Fund	Administration (Gen.)	\$ 25,000.00
SA Housing Program Fund	Activity Delivery	\$ 50,000.00
<b>TOTAL</b>		<b>\$4,675,000.00</b>

### Income Limits

Household income will be restricted to 80% or less of Butte County area median income as established by Housing and Urban Development.

### **FISCAL IMPACT**

Should this grant be awarded, the fiscal impact will be addressed when the budget is established for this activity.

### **RECOMMENDATION**

#### Council:

Adopt Resolution No. 8379 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM.

#### Commission:

Adopt Resolution No. 15-11 - A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY AUTHORIZING THE COMMITMENT OF HOUSING PROGRAM FUNDS, EQUALING \$75,000, TO BE USED AS MATCH FOR THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM.

### **ATTACHEMNTS:**

Resolution No. 8379  
Resolution No. 15-11  
Project Narrative

**OROVILLE SUCCESSOR AGENCY  
RESOLUTION NO. 15-11**

**A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY AUTHORIZING THE COMMITMENT OF SUCCESSOR AGENCY HOUSING PROGRAM FUNDS, EQUALING \$75,000, TO BE USED AS MATCH FOR THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT 2015 HOME INVESTMENT PARTNERSHIPS PROGRAM**

**BE IT RESOLVED** by the Oroville Successor Agency Commission as follows:

1. The Home Investment Partnerships Program Application will be submitted to the California State Department of Housing and Community Development; and
2. The City of Oroville Department of Business Assistance and Housing Development has recommended that the City Council apply for funds in the amount of \$4,600,000 for development of multi-family rental new construction, general administration, and activity delivery.
3. The Commission hereby approves the use of Successor Agency Housing Program Funds in the amount of \$75,000 to be used to provide additional administrative support:
  - \$25,000 for general administration
  - \$50,000 for activity delivery
4. The Secretary shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville Successor Agency at a regular meeting on June 16, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Chairperson

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, Agency Counsel

\_\_\_\_\_  
Donald Rust, Acting Secretary



**CITY OF OROVILLE**  
**FINANCE OFFICE**  
**1735 MONTGOMERY STREET**  
**OROVILLE, CA 95965-4897**

**530-538-2410**

**OROVILLE CITY COUNCIL**  
**STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: RUTH WRIGHT, FINANCE DIRECTOR**

**RE: WHAT'S HAPPENING IN THE FINANCE DEPARTMENT**

**DATE: JUNE 16, 2015**

**IMPORTANT BUDGET DATES:**

June 16<sup>TH</sup>, Public hearings and Council preliminary approval  
July 7<sup>th</sup> Final Budget adoption by Council  
July 28<sup>th</sup> Final Budget production and printing

**LEAGUE OF CA CITIES, HEALTH DIAGNOSTIC TOOL** – The League of California Cities has created a tool to evaluate a City's Financial Health. This tool was designed to test 12 critical points to indicate the financial health of a City. Please see separate report provided for the City of Oroville's results.

**GOVERNMENT FINANCE OFFICERS ASSOC CONFERENCE** - Highlights: Over 1,200 people registered for this conference. As a new attendee there was so much information to take in. The conference was very educational and a great networking opportunity. Conferences are a great opportunity to share lessons learned and practical guidance, and discuss recent developments. Please see the separate report provided for more details.

**RDA EXCESS BOND PROCEEDS** – Our consultants (RSG) are working with the CA Department of Finance (DOF). We were in touch with them the last week in May and provided more details on the projects we submitted for reimbursement. Information will be given as received. There is no precedent for this as we are one of very few Cities to have excess bond proceeds and the ONLY City to request reimbursement for prior projects. The other Cities have requested the excess bond proceeds for specific future projects.

**OROVILLE CITY COUNCIL  
MONTHLY REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS AND  
DON RUST, ACTING CITY ADMINISTRATOR**

**FROM: BILL LAGRONE, POLICE AND FIRE CHIEF**

**RE: POLICE DEPARTMENT MONTHLY REPORT FOR MAY 2015  
FIRE DEPARTMENT MONTHLY REPORT FOR MAY 2015**

**DATE: JUNE 16, 2015**

**SUMMARY**

The Council will receive a monthly report regarding the activities, revenues, and general information for the Police and Fire Departments.

**Staffing:**

<b>Positions</b>	<b>Total staffed</b>	<b>Total Authorized</b>	<b>Total Vacant/Frozen</b>
Police Officer	22	25	3/1
Dispatcher	7	9	2/0
Community Service Officers / Evidence	2	3	0/1
Administrative Personnel	2	4	0/2

<b>Positions</b>	<b>Total staffed</b>	<b>Total Authorized</b>	<b>Total Vacant/Frozen</b>
Firefighters	2	2	0/0
Fire Engineer	8	9	1/0
Fire Captain	3	3	0/0
Administrative Personnel	3	3	0/0

**Police Revenue Update:**

<b>Projected Yearly Revenues</b>	<b>Actual year to date Revenue</b>	<b>Percentage</b>
<b>\$ 315,197.00</b>	<b>\$ 436,683.00*</b>	<b>138.5%</b>

\*Estimation only

**Fire Revenue Update:**

<b>Project Yearly Revenues</b>	<b>Actual year to date Revenue</b>	<b>Percentage</b>
<b>\$49,378.00</b>	<b>\$149,195.00</b>	<b>302%</b>

**Police Overtime YTD:**

<b>Overtime Budgeted</b>	<b>Overtime Expended YTD</b>	<b>Percentage Expended</b>
<b>\$ 168,500.00</b>	<b>\$ 337,625.00</b>	<b>200%</b>

**Fire Overtime YTD:**

<b>Overtime Budgeted</b>	<b>Overtime Expended YTD</b>	<b>Percentage Expended</b>
<b>\$200,000.00</b>	<b>\$119,108.00</b>	<b>59.6%</b>

**Department Activity:**

<b>Events Year to Date 2015</b>	<b>Average Response Time for Crimes against persons <small>*Priority 1 crimes</small></b>	<b>Average Response Time for all types of calls for Service</b>	<b>National Average Response Time</b>
<b>14,120</b>	<b>5:36</b>	<b>5:41 minutes</b>	<b>8 - 11 minutes</b>

**Downtown Foot and Park Patrols:**

	<b>Park Patrols</b>	<b>Downtown Patrols</b>
<b>MAY 2015</b>	<b>151</b>	<b>35</b>
<b>Year to Date</b>	<b>712</b>	<b>223</b>

**Parking Enforcement Citations Issued:**

<b>MAY 2015</b>	<b>Year to Date 2015</b>	<b>MAY 2014</b>	<b>Year to date 2014</b>
<b>14</b>	<b>51</b>	<b>24</b>	<b>87</b>

**Police Activity:**

	MAY 2014	MAY 2015	Year to date 2014	Year to date 2015
<b>Arrest</b>				
<b>Misdemeanor</b>	196	234	926	891
<b>Felony</b>	60	47	326	203

	MAY 2014	MAY 2015	Year to date 2014	Year to date 2015
<b>Citations</b>				
	191	140	918	618

**Uniform Crime Reporting:**

Crimes of Violence	MAY 2015	Year to Date May – December
Homicide	0	1
Rape	0	8
Robbery	0	12
Aggravated Assault	1	23

Population per 2010 Census 15,000  
 Violent Crimes YTD 44  
 Violent Crime Rate 0.0029

**Fire Department Activity:**

Incidents	May 2015
Alarm	1
Fallen no injury / Medical Alarm	12
Dumpster Fire / Unoccupied Vehicle Fire	5
Vegetation Fire	17
1, 2, or 3 Family Homes	8
Downtown/Apartments/Commercial/Hospitals, etc	1
Minor Hazardous Spill, Etc.	3
Gas Odor / Power Lines Down	2
Alarm Sounding / Smoke / Fireworks	20
Medical Aid / non CPR	230
Traffic Collision	22
<b>Total Incidents</b>	<b>321</b>

Events Year to Date 2015	Average Response Time (Dispatch to Arrival)
1,503	4:52 minutes

**Fire Marshall Inspections:**

	May 2015	2015 Year to Date	May 2014	2014 Year to Date
Plan Checks	0	8	0	36
Occupancy	0	64	0	50
Fire Inspections	0	43	0	24

**Fire Intern Hours:**

	Intern Hours	Total Hours Worked in May 2015	Funds Used Fiscal Year to Date
May 2015	0	941	\$10,010.00

**SPCA Statics:**

**Service Calls by Priority:**

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	6	27	4.51
Priority	60	371	6.18
At Officer Convenience	54	326	6.03
After Hours	13	205	15.77

**Animal Intake and Outcome Stats:**

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
149	148	87	50	8	4	0

\*The remaining difference from intakes to outcome total represents animals that have not yet had an outcome and are still in the facility.

**Animal Outcomes:**

Outcome Type	Outcome Total
Adoption	10 - (6 Dogs) (3 Cats) (1 Other)
Clinic RTO	2 - (2 Dogs)
Died	4 - (4 Cats)
Disposal	23 - (10 Dogs) (6 Cats) (1 Bird) (6 Other)
Euthanasia	88 - (15 Dogs) (65 Cats) (2 Birds) (6 Other)
Relocate	3 - (2 Birds) (1 Other)
RTO	17 - (16 Dogs) (1 Cat)
Transfer	1 - (1 Bird)

\*Others are wild animals such as bats, skunks, snakes, possums, etc....

**SPCA After-hours call outs:**

May 2015	Fiscal Year to Date
13	48

**Shoes for Kids:**

Shoes Provided	Socks Provided
6	18

This program provides shoes and socks for children of our Community. This program is funded by Department member donations and community donations.

**Volunteers:**

**Total Number of V.I.P.S. Volunteer Hours for 2015:**

**Volunteer Hours converted to dollar amount:**

Value of Volunteer hour in California \$21.36

$$1848.9 \times 21.36 = \$39,492.50$$

**Total Number of Staff Volunteer Hours for 2015:**

**Volunteer Hours converted to dollar amount:**

Value of Volunteer hour in California \$21.36

$$630 \times \$21.36 = \$13,456.80$$

**FISCAL IMPACT**

No impact to the General Fund.

**RECOMMENDATIONS**

Receive and file the May, 2015, monthly report regarding the activities, revenues, and other general information of the Public Safety Department.

**Artists of River Town**  
P.O. Box 162  
Oroville, CA 95965



June 5, 2015

City of Oroville City Council  
1735 Montgomery Street  
City of Oroville Administration, Oroville, CA 95965

Attn: Mayor Linda Dahlmeier, Vice Mayor Thil Wilcox, Council member Art Hatley, Council member Jack Berry, Council member Marlene Del Rosario, Council member Dave Pittman, Council member JR Simpson and Acting Parks & Trees/Community Development Services/Public Works Director Don Rust

Dear Mayor, City Council members, and Director Rust,

The Artists of River Town (A.R.T.) would like to thank you for granting the Memorandum of Understanding (MOU) dated 10/16/2012 (Agreement No. 2094), which allowed A.R.T. the use of certain areas of the Centennial Cultural Center at 1931 Arlin Rhine Drive, in exchange for our curatorial services to the Lantrip Ashtray Museum of Oroville. We appreciate your trust in our organization, and the opportunity to use this facility to further artistic and cultural outreach for the citizens of Oroville.

The Board of Directors and general membership of A.R.T. has decided not to ask for an extension to the MOU, and we are effectively "giving notice" of our intention to vacate on or before September 30, 2015. Several factors weighed in on this decision, which was not made lightly. We hope to find a new "home" for the group which will provide more autonomy, better foot traffic and increased visibility.

As you may be aware, A.R.T. has been curating the Lantrip Ashtray Museum, ensuring it is attractively displayed and rotated, and our docent's presence provided regular hours of operation for public viewing. The A.R.T. organization, now over ten years in existence in Oroville has enriched our community in a variety of ways. From the joint venture "Art Rocks" with BCOE which gives kids in afterschool programs the opportunity to create and show art in a public gallery space, to our yearly "Kids Art Day" in March, to our always available "Space for Art" kids art table in the gallery -- A.R.T. has provided multiple venues for children in our community to experience artistic enrichment they may otherwise have no access to.

A.R.T. has also participated in the city-wide festivals such as Salmon Festival, Wildflower Festival and Feather Fiesta Days -- keeping the gallery/museum open to engage the public with art. We regularly direct visitors from out of the area to our other local museums and landmarks, serving as goodwill ambassadors and enhancing the City's image to out of the area visitors.

Over the years, the individual members of A.R.T. have contributed generously to the beautification of the City of Oroville with direct gifts of original art. The Bolt Antique Tool Museum has received gifts of original art by artists Mabelle Conn, Jean Burg and Dee Boyd. The City, via the Parks and Trees Department, received a gift of original watercolors done by artist Pat "Irish" Alley donated by Freda and Richard Flint. The large metal sculpture which sits outside in front of the CCC building, is a gift to the City from artist Walton Walker. The bronze horsehead, by artist Lynne Rose Light, which sits inside of the CCC building, was gifted to the City. The huge Salmon sculpture which sits inside the CCC building lobby, made from the walnut tree from Rotary Park, is a gift by the artist Walton Walker. The reclaimed benches, one beautifully resurfaced with fused glass by Mabelle Conn, Jean Burg and Mike Williams which sits in the CCC building lobby, and another bench resurfaced with mosaic tiles depicting a dragon by Jill Farris and Sharon Hicks, now located at the Chinese Temple Museum Complex – both gifted to the City. The magnificent stainless steel eagle by artist Steve Neilson, which now sits in the City Council Chambers (through an SBF grant to A.R.T), as well as two other stainless steel sculptures of salmon which used to sit outside the CCC building (donated by Freda and Richard Flint), which unfortunately have been stolen – all gifts to the City of Oroville.

Additionally, our group interacts directly with local businesses, lending art for display (a free service), which is a "win-win" for artist and business owner alike. And individual artist members participate with local downtown business association art walk events, partnering with local businesses to help increase downtown commerce.

We hope to continue our mission to increase awareness of art and culture in Oroville and Butte County in the years to come.

Sincerely,



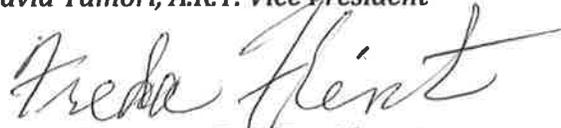
*Barbara Oertli, A.R.T. Board President*



*David Tamori, A.R.T. Vice President*



*John Holden, A.R.T. Treasurer*



*Freda Flint, A.R.T. Past-President, Director*



*Jean Burg, A.R.T. Board Member*



*Dee Boyd, A.R.T. Director*



*Diana Wyles, A.R.T. Board Member*



*Tim Oertli, A.R.T. Board Member*



1400 K Street, Suite 400 • Sacramento, California 95814  
Phone: 916.658.8200 Fax: 916.658.8240  
www.cacities.org

Council Action Advised by July 31, 2015

City of Oroville  
JUN 10 2015  
Administration

May 29, 2015

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference – September 30 – October 2, San Jose**

The League’s 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League’s office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city’s voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the

## Annual Conference Voting Procedures 2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: \_\_\_\_\_

2015 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

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

Title: \_\_\_\_\_

2. VOTING DELEGATE - ALTERNATE

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

Title: \_\_\_\_\_

3. VOTING DELEGATE - ALTERNATE

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

Title: \_\_\_\_\_

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

**ATTEST:** I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: \_\_\_\_\_ E-mail \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Phone: \_\_\_\_\_  
(circle one) (signature)

Date: \_\_\_\_\_

Please complete and return by Friday, September 18, 2015

League of California Cities  
ATTN: **Kayla Gibson**  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

FAX: (916) 658-8240  
E-mail: kgibson@cacities.org  
(916) 658-8247

# **B-Line**

## **Butte Regional Transit**

### **PRESS RELEASE**

2580 Sierra Sunrise Terrace, Suite 100  
Chico, California 95928-8441  
(530) 879-2468 FAX: (530) 891-2979  
[www.BLineTransit.com](http://www.BLineTransit.com)

City of Oroville  
JUN 11 2015  
Administration

For Immediate Release – Thursday, June 11, 2015

Contact: Jim Peplow, Senior Planner BCAG, 879-2468, ex. 209

### **B-Line starts service on Forebay Shuttle**

Beginning Monday, June 15, and running through the summer (ending on Saturday, August 15), Butte Regional Transit (the B-Line) will provide daily service to the North Forebay State Park. The Forebay Shuttle, as it will be known, will operate seven days a week with three round trips. All trips originate at the Oroville Transit Center (at Mitchell & Spencer), and will make one additional pick up at the 3<sup>rd</sup> & Grand Park & Ride, before arriving at the Forebay. The three daily trips begin at 8:00 a.m., 12 noon, and 5:00 p.m.

The timing of these trips maximizes the activities at the Forebay. The 8:00 a.m. run is perfect for those attending the youth camps and those who want to get an early start to the day. The noon trip allows for an afternoon of fun, and provides access to the Aquatic Center, which is open from 10 a.m. – 6 p.m. In addition, the noon return trip is timed to bring back those morning campers who choose to ride the bus. The 5:00 p.m. trip is designed mainly for people to return back to town from the Forebay, although some may ride it out for a nice evening at the Park. If people need to leave other than the designated shuttle times they have the option of taking a short walk and catching the incoming Route 20 (from Chico), at the Garden/SR 70 stop, on an hourly basis. Normal B-Line fares and transfer policies will be in place. The regular one-way fare is 1.50, Youth (ages 6-18) is 1.00 and discount (seniors/disabled) is .75. All B-Line passes will be valid on the shuttle.

The shuttle has two stop locations within the North Forebay State Park – at the Picnic Table/Beach area, and at the Aquatic Center. This shuttle has come about through the cooperation of several agencies, including the Butte County Association of Governments, the City of Oroville and the State Department of Parks and Recreation.

To keep up-to-date on all B-Line news, be sure to check out [www.blinetransit.com](http://www.blinetransit.com) or their Facebook page at [www.facebook.com/blinetransit](http://www.facebook.com/blinetransit).

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