



## **OROVILLE CITY COUNCIL**

Council Chambers  
1735 Montgomery Street  
Oroville, CA. 95965

**October 2, 2018**  
**REGULAR MEETING**  
**CLOSED SESSION 5:30 P.M.**  
**OPEN SESSION 6:00 P.M.**  
**AGENDA**

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### **CALL TO ORDER**

### **ROLL CALL**

Council Members: Jack Berry, Marlene Del Rosario, Linda Draper, Art Hatley, Scott Thomson, Vice Mayor Janet Goodson, Mayor Linda Dahlmeier

### **CONVENE TO 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 Firefighters' Association, Oroville Police Officers Association (Sworn and Non-Sworn), Oroville Public Safety Mid-Managers Association, Oroville Management and Confidential Association, and Oroville City Employees Association.
2. Pursuant to Government Code Section 54957(b), the Council will meet with Interim City Administrator, City Attorney and Personnel Officer, to evaluate the following positions: Assistant City Administrator.
3. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the Interim City Administrator and City Attorney regarding potential exposure to litigation.

### **RECONVENE TO OPEN SESSION (6:00 p.m.)**

Announcement from Closed Session

### **PLEDGE OF ALLEGIANCE**

### **ADOPT AGENDA**

### **PRESENTATIONS/PROCLAMATIONS/OATH OF OFFICE**

- Welcome to Oroville – New Business Certificates
  - Harbor Freight
  - Strive Dance & Performing Arts
  - Smart & Final Stores LLC
- Presentation on the City Roads Pothole Program

## REQUESTS TO ADDRESS COUNCIL

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

**PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS** – This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

**CONSENT CALENDAR - AGENDA ITEMS 1-6:** Consent calendar items are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

### 1. MINUTES

Approve the September 18, 2018 City Council Meeting Minutes.

### 2. PROFESSIONAL AUDITING SERVICES AGREEMENT

Adopt resolution No. 8747– A RESOLUTION OF THE OROVILLE CITY COUNCIL ACCEPTING THE PROPOSAL OF CHAVAN AND ASSOCIATES FOR PROFESSIONAL AUDITING SERVICES. (Agreement No 3091-1)

### 3. SIDE LETTER TO THE MOU BETWEEN THE CITY AND OMCA

Adopt Resolution No. 8748 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MID-MANAGEMENT AND CONFIDENTIAL ASSOCIATION (Agreement No. 3083-5).

### 4. PROFESSIONAL SERVICES AGREEMENT FOR REAL ESTATE BROKER SERVICES

Adopt Resolution No. 8749- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KAREN WHITLOW-MARTIN FOR REAL ESTATE BROKER SERVICES - (Agreement No. 3265).

**5. 2018 HOMELESS EMERGENCY AID PROGRAM (HEAP) APPLICATION**

Adopt Resolution No. 8750 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO BUTTE COUNTYWIDE HOMELESS CONTINUUM OF CARE, AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND ANY OTHER RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE 2018 HEAP PROGRAM.

**6. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION**

Adopt Resolution No. 8751 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION - (Agreement No. 1432-14)

**PUBLIC HEARINGS** - None

**REGULAR BUSINESS** - Action Calendar

**7. HAVEN OF HOPE ON WHEELS**

The Council may review the financial information provided by the Oroville Southside Community Improvement Association, regarding the Haven of Hope on Wheels and provide staff direction.

**RECOMMENDATION**

- 1. Rescind prior action and direct staff to assist Haven of Hope on Wheels with application to the Continuum of Care for Homeless Emergency Aid Program funding, if unsuccessful return and revisit issue for RDA funding

OR

- 2. Direct Staff to proceed with project with documentation received

OR

- 3. Provide staff with alternate direction

**COUNCIL ANNOUNCEMENTS/DISCUSSIONS/FUTURE AGENDA ITEMS**

**ADMINISTRATION REPORTS**

**CORRESPONDENCE**

- E-Mail from PG&E

## **ADJOURN THE MEETING**

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, October 16, 2018 at 5:30 p.m.

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

*Recordings* - All meetings are recorded and broadcast live on [cityoforoville.org](http://cityoforoville.org) and YouTube.



**OROVILLE CITY COUNCIL**  
**\*\*OROVILLE SUCCESSOR AGENCY**

Council Chambers  
1735 Montgomery Street  
Oroville, CA. 95965

**September 18, 2018**  
**MEETING MINUTES**

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**\*\*This meeting was recorded live on the City of Oroville website cityoforoville.org and on YouTube. \*\***

**CALL TO ORDER** – Meeting was called to order by Mayor Dahlmeier at 5:31pm

**ROLL CALL**

**PRESENT:** Council Members/Successor Agency Members: Marlene Del Rosario, Linda Draper, Art Hatley, Scott Thomson, Vice Mayor Janet Goodson, Mayor Linda Dahlmeier

**ABSENT:** Council Member Jack Berry

**STAFF PRESENT:** Interim City Administrator Tom Lando, Interim City Clerk Joanna Gutierrez, Assistant City Clerk Jackie Glover, Assistant City Administrator Bill LaGrone, Finance Director Ruth Wright, City Attorney Scott Huber, Chief Building Official Gary Layman, Administrative Assistant Cecilia Carmona, City Engineer Mike Massaro, Management Analyst III Amy Bergstrand, Treasurer Karolyn Fairbanks

**CONVENED TO CLOSED SESSION** - The Mayor convened the meeting to closed session at 5:32pm

The Council held a Closed Session on the following three items:

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 Firefighters' Association, Oroville Police Officers Association (Sworn and Non-Sworn), Oroville Public Safety Mid-Managers Association, Oroville Management and Confidential Association, and Oroville City Employees Association.
2. Pursuant to Government Code Section 54957(b), the Council will meet with Interim City Administrator and Personnel Officer, to evaluate the following positions: City Attorney.
3. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the Interim City Administrator and City Attorney regarding potential exposure to litigation.

**RECONVENED TO OPEN SESSION AT 6:04 PM BY MAYOR DAHLMEIER**

The Mayor announced that direction was given; no action was taken

**PLEDGE OF ALLEGIANCE** – Led by Mayor Dahlmeier

**OATH OF OFFICE**

- The Mayor swore in three Volunteer in Police Service individuals Trevor Larry Spradlin, Chance Scott McBrayer, and Danielle Megan Wilson.

## PRESENTATION

1. The Mayor presented certificates and welcomed the following new businesses to Oroville:
  - Big Bart's Barbershop - Café One Sixteen - Table Top Restaurant and Catering
2. Management Analysis III Amy Bergstrand gave an update on the Sierra Heights Housing Project

## PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS –

### RECOGNITION OF INDIVIDUALS WHO SPOKE ON NON-AGENDA ITEMS

- John Miller-George
- William Bynum
- Cheri Bunker
- Bobby O'Reiley
- Randy Murphy

### RECOGNITION OF INDIVIDUALS WHO SPOKE ON AGENDA ITEMS

- Carol Anderson – Item 6
- Fred Spenger – Item 6
- William Bynum – Item 6
- Dave Garcia – Item 6
- Larry Hayden – Item 6
- Bobby O'Reiley – Items 6 & 7
- Pastor David Goodson - Item 6
- George Barber- Item 4

**CONSENT CALENDAR - AGENDA ITEMS 1-3:** Motion by Vice Mayor Goodson and Second by Council Member Del Rosario to approve consent calendar Items 1 and 3. Motion passed unanimously.

**AYES:** Council Member Hatley, Thomson, Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Council Member Berry

### 1. MINUTES

Approved the September 4, 2018 City Council meeting minutes.

### 3. NOTICE OF FUNDING AVAILABILITY (NOFA) FOR ART IN PUBLIC PLACES

The Council approved the final draft Notice of Funds Available for the Art in Public Places/Beautification funding under Ordinance No. 1798, Section II, Chapter 26, §17.08.135.

### 2. FEE WAIVER FOR POLICE SERVICES

Motion by Council Member Hatley and second by Vice Mayor Goodson to approve a 65% waiver of police service fees, in the amount of \$4,905.68 and direct the applicant to pay the remainder of the fees, in the amount of \$2,641.52 for the Oroville Hmong New Year Festival 2018. Approved unanimously.

**AYES:** Council Member Hatley, Thomson, Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Council Member Berry

## PUBLIC HEARING

**4. WYANDOTTE CREEK GROUND WATER SUSTAINABILITY AGENCY JOINT POWERS AGREEMENT – FORMATION OF WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY (GSA)**

The Oroville City Council opened a public hearing at 6:42pm and closed the public hearing at 6:45pm. Following the public hearing a motion was made by Vice Mayor Goodson and second by Council Member Draper to adopt the Joint Powers Agreement with Butte County and the Thermalito Water and Sewer District and authorize the Mayor to sign; and, authorize staff to formally rescind the City of Oroville as a GSA in the Wyandotte Creek sub-basin. Passed Unanimously.

- AYES:** Council Member Hatley, Thomson, Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier
- NOES:** None
- ABSTAIN:** None
- ABSENT:** Council Member Berry

**REGULAR BUSINESS - Action Calendar**

**5. AMENDMENT TO CITY ENGINEER PROFESSIONAL SERVICES AGREEMENT**

Motion by Vice Mayor Goodson and Second by Council Member Del Rosario to adopt Resolution No. 8746, A Resolution of the Oroville City Council Authorizing and Directing the Mayor to Execute an Amendment to the Professional Services Agreement Between the City of Oroville and Bennett Engineering (Agreement No. 3212).

- AYES:** Council Member Hatley, Thomson, Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier
- NOES:** None
- ABSTAIN:** None
- ABSENT:** Council Member Berry

**6. HAVEN OF HOPE ON WHEELS**

Motion by Council Member Draper and second by Council Member Del Rosario to authorize and direct staff to fund a grant to the Haven of Hope for the purchase of a vehicle and necessary equipment for Haven of Hope on Wheels pending receipt of an operational plan and revised contract removing the word “Facility” from Agreement paragraph 1.

Operational Plan includes:

- Board of Directors
- Operation dumping
- Locations of Unit
- Maintenance Plan
- 2017 Taxes
- Annual Budget
- Sustainability

- AYES:** Council Member Hatley, Del Rosario, Draper, Vice Mayor Goodson
- NOES:** Council Member Thomson
- ABSTAIN:** Mayor Dahlmeier
- ABSENT:** Council Member Berry

**7. COUNCIL ETIQUETTE AND RULES**

Council discussion; no action taken

## **COUNCIL ANNOUNCEMENTS/DISCUSSIONS/FUTURE AGENDA ITEMS**

- Vice Mayor Goodson attended the League of California Cities Conference and the Firefighters Fundraiser
- Council Member Draper Attended a Continuum of Care brainstorming meeting and a regular Continuum of Care meeting
- Council Member Del Rosario Attended the Firemen's Breakfast on September 9<sup>th</sup>
- Mayor Dahlmeier announced that Council Member Thomson had gotten married
- An Ad Hoc Committee was formed to discuss areas of focus for the HEAP grant. Members include Council Member Draper, Thomson, and Hatley

## **ADMINISTRATION REPORTS - None**

## **CORRESPONDENCE**

- August 27, 2018 Letter from ORAC withdrawing from the SBF Agreement
- August 31, 2018 Awarding Oroville Finance Department a Certificate of Achievement for the 22<sup>nd</sup> year in a row for excellence in completion of the Consolidated Annual Financial Report (CAFR)

## **ADJOURNED THE COUNCIL MEETING**

Mayor Dahlmeier Adjourned the City of Oroville Council Meeting at 8:18pm to the regular scheduled meeting on October 2, 2018 at 5:30pm.

**CONVENED THE SUCCESSOR AGENCY MEETING AT 8:19 PM BY MAYOR DAHLMEIER**

**4. ROSENOW SPEVACEK GROUP, INC. (RSG) AGREEMENT FOR DISCLOSURE & DISSEMINATION AGENT SERVICES**

**Motion by Vice Mayor Goodson and second by Council Member Draper to Adopt Successor Agency Resolution No. 18-02** - A Resolution of the Successor Agency to the Former Oroville Redevelopment Agency Approving A Professional Services Agreement With Rosenow Spevacek Group, Inc., in the Amount of \$75,000 for Thirteen Years for Continuing Disclosure and Dissemination Agent Services as Required by the Continuing Disclosure Certificate for the Successor Agency's Tax Allocation Refunding Bonds Series 2015a and Series 2015b – (**Agreement No. 18-01**).

**AYES:** Council Member Hatley, Thomson, Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Council Member Berry

**ADJOURN THE SUCCESSOR AGENCY MEETING**

The meeting was adjourned at 8:22pm by Mayor Dahlmeier

APPROVED BY:

ATTESTED BY:

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Linda Dahlmeier, Mayor

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Jackie Glover, Assistant City Clerk

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**  
**FROM: RUTH WRIGHT, FINANCE DIRECTOR**  
**RE: 2018-19 AUDIT SERVICES**  
**DATE: OCTOBER 2, 2018**

**SUMMARY**

The Council will receive results of the City’s request for proposals for professional audit services.

**DISCUSSION**

On August 8, 2018 the City issued a request for proposals for professional auditing services. The deadline for submission was September 14, 2018.

The City received five proposals for professional auditing services for a period of three years with the option to extend for two additional one-year terms.

**Audit RFP**

Firm	<b>Chavan &amp; Assoc</b>	<b>Van Lant &amp; F</b>	<b>JJA CPA Inc</b>	<b>LSL</b>	<b>Clifton Larson</b>
Date responded	9/11/2018	9/14/2018	9/14/2018	9/14/2018	9/10/2018
Fees:					
Audit	16,600.00	27,800.00	21,750.00	24,510.00	31,950.00
CAFR	4,000.00	incl	incl	6,810.00	incl
Single Audit	4,000.00	2,800.00	8,000.00	4,270.00	4,750.00
Appropriation lin	incl	300.00	2,320.00	510.00	750.00
St Controller Rp	3,400.00	3,100.00	2,320.00	2,530.00	5,000.00
GASB 68 Pensi	incl	1,500.00	2,610.00	incl	1,000.00
<b>Total</b>	<b>\$ 28,000.00</b>	<b>\$ 35,500.00</b>	<b>\$ 37,000.00</b>	<b>\$ 38,630.00</b>	<b>\$ 43,450.00</b>

After reviewing the proposals, our current auditors Chavan & Associates would be the best selection.

On May 6, 2014, Council approved an auditor rotation policy that allows for our current auditing firm to continue with the City after a competitive bid process if they assign a new audit manager. Chavan & Associates will comply and assign a new audit manager other than the one we have worked with over the last five years.

## **FISCAL IMPACT**

Amount of \$28,000 for the next three years with the option to extend two additional one-year terms.

## **RECOMMENDATIONS**

Adopt resolution No. 8747– A RESOLUTION OF THE OROVILLE CITY COUNCIL ACCEPTING THE PROPOSAL OF CHAVAN AND ASSOCIATES FOR PROFESSIONAL AUDITING SERVICES. (Agreement 3091-1)

## **ATTACHMENTS**

Resolution 8747

Agreement 3091-1

Auditor Rotation Policy

**CITY OF OROVILLE  
RESOLUTION NO. 8747**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE SELECTION OF CHAVAN AND ASSOCIATES AS THE INDEPENDENT AUDITOR FOR THE CITY OF OROVILLE AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CHAVAN AND ASSOCIATES FOR INDEPENDENT AUDITOR SERVICES IN THE AMOUNT OF 28,000 FOR FIVE FISCAL YEARS.**

**(Agreement No. 3091-1)**

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

1. The Council hereby approves the selection of Chavan and Associates as the Independent Auditor for the City of Oroville.
2. The Mayor is hereby authorized and directed to execute a Professional Services Agreement with Chavan and Associates for independent auditor services in the amount of \$28,000 for the fiscal years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23. A copy of the Agreement is attached to this Resolution.
3. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on October 2, 2018 by the following vote:

AYES: Council Members Hatley, Berry, Thomson, Del Rosario, Draper, Vice Mayor Goodson, Mayor Dahlmeier

NOES: None

ABSTAIN: None

ABSENT: None

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk



September 18, 2018

City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

We are pleased to confirm our understanding of the services we are to provide for the City of Oroville (the “City”) for the fiscal years ending June 30, 2019, 2020 and 2021, with two option years. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City and the related notes to the financial statements, which collectively comprise the City’s basic financial statements. In addition, we will audit the City’s compliance over major federal award programs as applicable each fiscal year. We are pleased to confirm our acceptance of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City’s major federal award programs.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that the items noted below be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management’s discussion and analysis.
2. Major fund budget to actual schedules.
3. Pension schedules.
4. Other postemployment benefit schedules.

#### **Supplementary Information Other than RSI**

Supplementary information other than RSI will accompany the City’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS.



We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Nonmajor governmental fund combining balance sheets and schedules of revenues, expenditures and changes in fund balances.
2. Agency fund combining schedule of fiduciary net assets, as applicable.
3. Other supplementary schedules as requested by the City and required state and federal compliance.

### **Schedule of Expenditures of Federal Awards**

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America (GAGAS), and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial



statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period(s) covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.



### **Audit of Major Program Compliance**

Our audit of the City's major federal award program(s) compliance will be made in accordance with the requirements of the Single Audit Act, as amended; and the provisions of U.S. Office of Management and Budget's Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the Uniform Guidance *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;



4. For identifying all federal awards expended during the period including federal awards and funding increments received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs and implementing systems designed to achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its federal award programs;
8. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
9. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
10. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
11. For submitting the reporting package and data collection form to the appropriate parties;
12. For making the auditor aware of any significant vendor / contractor relationships where the vendor / contractor is responsible for program compliance;
13. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
14. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
15. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and
16. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the



supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit. We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing. If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

**Audit Administration and Fees**

Our all-inclusive maximum fee for these services will be **\$28,000** per year for the fiscal years ending June 30, 2019, 2020 and 2021, with two option years, and includes out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). The following summarizes our audit fees by segment per year:

Audit Services	Hours	2019	2020	2021	Option	
					2022	2023
City Audit, Management Letter, & CAFR Prep	170	\$ 16,600	\$ 16,600	\$ 16,600	\$ 16,600	\$ 16,600
Single Audit and Federal Grants	40	4,000	4,000	4,000	4,000	4,000
CAFR Preparation and Processing	40	4,000	4,000	4,000	4,000	4,000
SCO Annual Street Report	12	2,200	2,200	2,200	2,200	2,200
Annual Financial Transactions Report	12	1,200	1,200	1,200	1,200	1,200
Meals, Lodging and Transportation	N/A	Included	Included	Included	Included	Included
Successor Agency	N/A	Included	Included	Included	Included	Included
GASB 68/75 Conversion Entries	N/A	Included	Included	Included	Included	Included
Management Letters	N/A	Included	Included	Included	Included	Included
Consulting	N/A	Included	Included	Included	Included	Included
Presentation and Updates	N/A	Included	Included	Included	Included	Included
Printing/Copying	N/A	Included	Included	Included	Included	Included
<b>Total All-Inclusive Maximum Price</b>	<b>274</b>	<b>\$ 28,000</b>				

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit as follows:

Engagement Partner	\$250 per hour
Associate Partner	\$150 per hour
Manager	\$95 per hour
Senior Auditor	\$75 per hour
Staff Auditor	\$65 per hour
Clerical	\$50 per hour



Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report.

You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If cooperation is not provided as anticipated and at a level that hinders the progress of the services to be provided, we retain the right to terminate the contract for cause with thirty (30) days' notice. During that time, the City will have the opportunity to provide the cooperation required to complete the audit and C&A may rescind the cancellation.

If the services to be performed by C&A are not performed in an acceptable manner to the City, the City may cancel this contract for cause by providing notice to C&A, giving at least thirty (30) days' notice of the proposed cancellation and the reasons for same. During that time period, C&A may seek to bring the performance of services to a level that is acceptable to the City, and the City may rescind the cancellation if such action is in City's best interest. Notwithstanding the above provisions, the City may, upon the expiration of thirty (30) days written notice to C&A, terminate the agreement at will. Payment for services or goods received prior to termination shall be made by the City provided those goods or services were provided in a manner acceptable to the City. Payment for those goods and services shall not be unreasonably withheld.

**Jeffrey J. Ira, CPA, is the engagement partner for the audit services specified in this letter.** His responsibilities include supervising Chavan & Associates LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

### **Other Matters**

The audit documentation for this engagement is the property of Chavan & Associates LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Chavan & Associates LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

We will be available during the year to consult with you on financial management and accounting matters of a routine nature. You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.



With respect to any nonattest services we perform, the City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Nonattest services include the preparation of the audited financial statements, note disclosures, supplemental information (as noted above), the schedule of expenditures of federal awards, and the data collection form. These items will be prepared from information prepared and provided by the City during our audit, such as the City's trial balance.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

At the conclusion of our audit engagement, we will communicate to management and the Council the following significant items from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

If the foregoing is in accordance with your understanding, please indicate your agreement by signing this letter and emailing it to us at [info@cnallp.com](mailto:info@cnallp.com). If you have any questions, please let us know.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

Jeffrey J. Ira, CPA, Engagement Partner  
Chavan & Associates, LLP



RESPONSE:

This letter correctly sets forth the understanding of the City of Oroville.

Signature:

Title: Mayor Linda Dahlmeier

Date: October 2, 2018

Attested:

Title: Jackie Glover, Assistant City Clerk

Agreement 3091-1

# AUDITOR ROTATION POLICY



**City of Oroville**  
**Finance Department**  
**Effective Date: 05/06/14**  
**Last revision date: 10/02/18**

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## **A. Purpose**

To provide for the periodic rotation of independent auditing firms or audit staff who perform the annual examination of the City Comprehensive Annual Financial Statement (CAFR) and render an opinion thereon. The audit is dependent on the individual auditor's assessment of risk in the City's control procedures and financial statement disclosures and is designed to provide reasonable, but not absolute, disclosure of such risk. Periodically changing independent auditing firms or the audit manager provides the City with a different risk assessment and, therefore, a different approach to testing risk in the City's control procedures and financial statement disclosures.

## **B. Policy Scope**

This policy sets forth the parameters, to establish and maintain a systematic method for selecting and rotating professional auditing services.

## **C. Summary of General Policy**

A competitive process will be held at least every five years for the selection of the independent auditing firm. The Finance Director shall, on behalf of the Committee, solicit proposals for independent auditors as soon as feasible near the completion of the fifth-year audit, but at least by April 1 of what would otherwise be year six.

## **D. Policy**

**I. Selection Process**

The Director of Finance is responsible for overseeing the solicitation and selection process and may also conduct final interviews prior to recommending three qualified firms, (unless there are less than three among the respondents) to City Finance Committee, who shall make a final recommendation to the City Council.

The current auditing firm may be considered to serve beyond a five-year consecutive period, if they will assign a new audit manager to the Authorities. Otherwise qualified firms may serve more than a five-year period if there is a minimum three-year break in their service to the Authorities

**II. Term of Contract**

Term of Contract - The initial contract term will be for three years. Providing services are satisfactory, the contract may be extended for an additional two years, subject to Council approval.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS**

**FROM: BILL LAGRONE, ASSISTANT CITY ADMINISTRATOR**

**RE: SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF OROVILLE MID MANAGEMENT AND  
CONFIDENTIAL ASSOCIATION**

**DATE: OCTOBER 2, 2018**

**SUMMARY**

The Council may consider a Side Letter to the Memorandum of Understanding (MOU) between the City of Oroville and the Oroville Mid Management and Confidential Association (OMCA), relating to Section 5 Seniority adding Article 5.4.

**DISCUSSION**

Staff and OMCA representatives have met, conferred and agreed on the attached side letter to the OMCA MOU. Specifically, the side letter would add Article 5.4 Seniority relating to inter City employment transfer between bargaining units.

This side letter allows an employee who transfers into the union prior to September 18, 2018 to receive the same benefit package as all other employees.

Staff is recommending the approval and adoption of the attached Side Letter.

**FISCAL IMPACT**

**RECOMMENDATION**

Adopt Resolution No. 8748 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MIDMANGEMENT AND CONFIDENTIAL ASSOCIATION (Agreement No. 3083-5)

**ATTACHMENTS**

Resolution 8748  
Agreement No. 3083-5

**CITY OF OROVILLE  
RESOLUTION NO. 8748**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING  
THE MAYOR TO EXECUTE A SIDE LETTER TO THE CURRENT MEMORANDUM OF  
UNDERSTANDING (JULY 1, 2017 TO JUNE 30, 2020) BETWEEN THE CITY OF OROVILLE  
MID MANAGEMENT AND CONFIDENTIAL ASSOCIATION**

**(Agreement No. 3083-5)**

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

1. The Mayor is directed and authorized to execute a side letter agreement to the current Memorandum of Understanding (July 1, 2017 to June 30, 2020) between the City of Oroville and the City of Oroville Mid Management and Confidential Association.
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 October 2, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott Huber, City Attorney

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk

**THE CITY OF OROVILLE  
AND  
THE OROVILLE MID MANAGEMENT AND CONFIDENTIAL ASSOCIATION**

**Side-Letter Agreement  
2017-2020 Memorandum of Understanding**

The City of Oroville (“City”) and the Oroville Mid Management and Confidential Association (“Association”) entered into a Memorandum of Understanding (MOU) which became effective July 1, 2017 and will terminate on June 30, 2020. The purpose of this Side-Letter Agreement is to addition to section 5 adding article 5.4 of the current MOU.

**SECTION 5 - SENIORITY**

New language:

- 5.4** If any employee transfers into the Oroville Management and Confidential Association prior to September 18, 2018, the transferring employee shall be eligible for first tier benefits that all other members of the Association are entitled.

This Side-Letter Agreement modifies the original language but not the intent and the current practices of the Parties. The signatures below indicate agreement with the above-described interpretation of the relevant MOU language and further indicate that each person signing has the authority to act on behalf of his/her principals.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Steven Allen  
Chief Negotiator  
OMCA

\_\_\_\_\_  
Amy Bergstrand  
President  
OMCA

\_\_\_\_\_  
Tom Lando  
Interim City Administrator  
City of Oroville

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS**

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III  
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT  
DEPARTMENT**

**RE: PROFESSIONAL SERVICES AGREEMENT FOR REAL ESTATE  
BROKER SERVICES**

**DATE: OCTOBER 2, 2018**

**SUMMARY**

The Council may consider a Professional Services Agreement with, Karen Whitlow-Martin for real estate broker services good through October 31, 2020.

**DISCUSSION**

The City of Oroville; as the successor agency to the Oroville Redevelopment Agency, is in possession of various property assets. The City wishes to sell these properties at market rate and has enlisted the assistance from a local real estate agent. Additionally, the City is requesting that the services provided include the following tasks, as needed:

1. Perform Market Analysis,
2. Develop Strategies for the sale of city-owned properties,
3. Assist City in advertising the sale of select properties,
4. Participate and schedule tours of city-owned properties and potential buyers,
5. Coordinate all customary activities required for the sale of city-owned properties (including, inspections, appraisals, signings, closings),
6. Work with staff to negotiate purchases/trades of properties for future affordable housing projects.
7. Make presentations to city council, as required.

The following reflects the pay schedule.

Hourly rate of \$100.00, not to exceed \$5,000.

Listing/Selling	No more than 5%
Commercial/bare land	8%

Staff recommends entering into an agreement with Karen Whitlow-Martin, to provide real estate broker on the City's behalf.

**FISCAL IMPACT**

No General Fund Impact

Appropriation is available in the 2018/2019 Housing Program Fund/  
Fund 221 (Housing Program Fund).

The current/unencumbered balance is \$702,574.96

**RECOMMENDATION**

Adopt Resolution No. 8749- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KAREN WHITLOW-MARTIN FOR REAL ESTATE BROKER SERVICES - (Agreement No. XXXX).

**ATTACHMENTS**

A - Resolution No. 8749

B - Agreement No. 3265

**CITY OF OROVILLE  
RESOLUTION NO. 8749**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING  
THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT KAREN  
WHITLOW-MARTIN FOR REAL ESTATE BROKER SERVICES**

**(Agreement No. 3265)**

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

1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement with Karen Whitlow-Martin for Real Estate Broker Services. A copy of the Agreement is attached to this Resolution.
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 October 2, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of **October 2, 2018**, by and between the **City of Oroville**, a municipal corporation (“City”) and **Karen Whitlow-Martin** (“Consultant”).

### **RECITALS**

- A. Consultant is experienced and competent to, provide real estate brokerage services to governmental clients to sell real property located within the city limits of Oroville; and
- B. Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render the professional services as set forth in this Agreement.

### **AGREEMENT**

- 1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services in a professional manner: Consultant shall perform services by providing real estate brokerage services to the City of Oroville as described below:
  - a) Perform Market Analysis,
  - b) Develop Strategies for the sale of City owned properties,
  - c) Assist City in advertising the sale of select properties (this list is subject to change),
  - d) Participate and schedule site tours of City-owned and/or Successor Agency-owned properties and potential buyers,

- e) Coordinate real estate appraisals, as necessary,
- f) Evaluate offers received and prepare narrative analysis of each offer including an economic analysis,
- g) Coordinate real estate transactions and closings,
- h) Work with City staff to negotiate land sales, buyers and prospects,
- i) Recommend best possible offer, providing backup, as necessary, to substantiate,
- j) Handle all customary activities and service associated with real estate transactions (including legal, survey and title work),
- k) Provide Monthly Reports on the status of the project, including timelines and action plans,
- l) Services may include consultation with City staff, and the City of Oroville's City Council and/or Successor Agency, relating to the sale of real estate. Presentations at public meetings may be required.

2. TIME OF PERFORMANCE. The services of Consultant are to commence upon execution of this Agreement and shall continue until **October 31, 2020**.
3. COMPENSATION. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.
4. METHOD OF PAYMENT. Consultant shall submit monthly billings to City

describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. When payments made by City equal 90% of the maximum fee provided for this Agreement, no further payments shall be made for services until the final work for each audit under this Agreement has been accepted by City.

5. EXTRA WORK. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant Shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. TERMINATION. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. OWNERSHIP OF DOCUMENTS. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon

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

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

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

9. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written

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

10. LOBBYING

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

11. CONSULTANT'S BOOKS AND RECORDS.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or

relating to charges for services, expenditures and disbursements charged to City for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.

12. INDEPENDENT CONTRACTOR. It is understood that Consultant, in the

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

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

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

1. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
2. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

14. PROFESSIONAL ABILITY OF CONSULTANT. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work under this agreement shall be performed by Consultant and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
15. COMPLIANCE WITH LAWS. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
16. LICENSES. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
17. INDEMNITY. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

18. INSURANCE REQUIREMENTS. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.
19. NOTICES. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:       **Business Assistance/Housing Development  
Amy Bergstrand  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965-4897**

If to Consultant:

**Karen Whitlow-Martin  
19 Kampong Ct.  
Oroville, CA 95966**

20. ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
21. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
22. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional

reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for the performance of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

23. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
24. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
25. CONTROLLING LAW VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.
26. LITIGATION EXPENSES AND ATTORNEY'S FEES. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery

expenses, and attorneys' fees.

27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
28. EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
29. AUTHORITY TO ENTER AGREEMENT. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
30. PROHIBITED INTERESTS. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee

working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. DISCRIMINATION ACTS AND ASSURANCES The Consultant during the performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.
32. SECTION 3 REQUIREMENTS The work to be performed under this contract is on a project assisted under a program assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3

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

33. NONDISCRIMINATION CLAUSE. During the performance of this contract, consultant and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) And the applicable regulations promulgated thereunder (California Code of Regulation, Title 2, Section 7258.0 et. seq.) The applicable regulations of the Fair Housing

Commission implementing the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligation under this clause to labor organizations with which they may have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

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

Furthermore:

- a. Consultant shall take affirmative action to insure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. Consultant agrees to post such notices, to be provided, setting forth the

provisions of this equal employment opportunity and affirmative action program.

- c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.

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

36. COMPLIANCE WITH LABOR CODE OF STATE OF CALIFORNIA Pursuant to the provisions of Section 3700 of the Labor Code, Consultant will require every employer to be insured against liability for workman's compensation, or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of a particular agreement. Furthermore, Consultant shall also provide evidence of workmen's compensation insurance, unemployment insurance and disability insurance to cover all of Consultant's employees.
37. THE CIVIL RIGHTS ACT, HCD, AGE DISCRIMINATION AND REHABILITATION ACTS ASSURANCE During the performance of this contract the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.
38. THE TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS ASSURANCE OF COMPLIANCE
- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of

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

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

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

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

39. STATE NONDISCRIMINATION CLAUSE

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

Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this contract by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

**CITY OF OROVILLE**

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

**Consultant**

\_\_\_\_\_  
Karen Whitlow-Martin, Realtor

**APPROVED AS TO FORM:**

**ATTEST:**

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

By: \_\_\_\_\_  
Jackie Glover, Assistant City Clerk

Attachments:                   Exhibit A– Scope of Services  
                                      Exhibit B– Schedule of Charges  
                                      Exhibit C-Insurance Requirements for Consultants

Exhibit A

## Scope of Services

The Consultant shall furnish the following services in a professional manner: Consultant shall perform services by providing real estate brokerage services to the City of Oroville as described below:

- a) Perform Market Analysis,
- b) Develop Strategies for the sale of City owned properties,
- c) Assist City in advertising the sale of select properties (this list is subject to change),
- d) Participate and schedule site tours of City-owned and/or Successor Agency-owned properties and potential buyers,
- e) Coordinate real estate appraisals, as necessary,
- f) Evaluate and recommend offers received and prepare narrative analysis of each offer including an economic analysis,
- g) Coordinate real estate transactions and closings,
- h) Work with City staff to negotiate land sales, buyers and prospects,
- i) Handle all customary activities and service associated with real estate transactions (including legal, survey and title work),
- j) Services may include consultation with City staff, and the City of Oroville's City Council and/or Successor Agency, relating to the sale of real estate. Presentations at public meetings may be required.

Exhibit B

## Schedule of Charges

Hourly rate of \$100.00, not to exceed \$5,000.00.

Listing/Selling	No more than 4%
Listing Only	5% total (2.5%/2.5% split)
Commercial/bare land	8%

Exhibit C

## Insurance Requirements for Consultants

Consultant 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 Consultant, his agents, representatives, or employees.

### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
2. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

### ***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

1. Automobile Liability: \$300,000/\$500,000 per accident for bodily injury and property damage.
2. Errors and Omissions Liability: \$1,000,000 per occurrence.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### ***Other Insurance Provisions***

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1.The Entity, 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 Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
- 2.For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers shall be excess of the Consultant'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 Entity.
- 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 Entity.

### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Entity or on other than the Entity's forms provided those endorsements conform to Entity requirements. All certificates and endorsements are to be received and approved by the Entity before work commences. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

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

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III  
BUSINESS ASSISTANCE & HOUSING DEV. DEPARTMENT**

**RE: 2018 HOMELESS EMERGENCY AID PROGRAM (HEAP) APPLICATION**

**DATE: OCTOBER 2, 2018**

**SUMMARY**

The Council may consider the submittal of an Application to the Butte Countywide Homeless Continuum of Care (BCHCoC) for funding from the State Business, Consumer Services and Housing Agency.

**DISCUSSION**

In response to funding made available to local Continuums of Care (Coc) by the State Business, Consumer Services and Housing Agency through the Homeless Emergency Aid Program (HEAP), the Butte Countywide Homeless Continuum of Care (BCHCoc) is soliciting proposals from organizations for viable capital improvements with a service component through a competitive application process. Funds will be available to assist organizations to make capital improvements to agency-owned facilities and/or acquire facilities in Butte County, subject to the local jurisdiction Declaration of a Shelter Crisis.

All funds made available under this RFP must be spent specifically on homeless individuals and/or families and projects should be shovel ready and demonstrate the ability to fully expend funds before June 2021. All projects must provide the appropriate level of supportive services needed to serve the population or subpopulation of persons who are experiencing homelessness.

Staff will submit an application that will include all associated costs for the acquisition of a building for a wet/dry shelter with dormitory style living. In addition to the building, there will be 4-5 portables for dormitories, a camping area, outdoor restroom facilities, potable water, charging stations for phones and ankle monitors, and kennels for pet companions. The new shelter facility will be operated in partnership with the Oroville Rescue Mission and The Hope Center which will provide services such as life skills, drug and alcohol counseling, behavior health and public health support and a facility where all faith-based denominations will be accommodated.

## **FISCAL IMPACT**

No impact to the General Fund

Should this grant be awarded the fiscal impact will be addressed when the budget is established for this activity.

## **RECOMMENDATIONS**

1. Adopt Resolution No. 8750 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO BUTTE COUNTYWIDE HOMELESS CONTINUUM OF CARE, AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND ANY OTHER RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE 2018 HEAP PROGRAM.

## **ATTACHMENTS**

Resolution No.8750

**CITY OF OROVILLE  
RESOLUTION NO. 8750**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO BUTTE COUNTYWIDE HOMELESS CONTINUUM OF CARE, AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND ANY OTHER RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE 2018 HEAP PROGRAM**

**WHEREAS,**

- A. The California State Business, Consumer Services and Housing Agency made available funding to local Continuums of Care (CoC) through the Homeless Emergency Aid Program (HEAP), the Butte Countywide Homeless Continuum of Care.
- B. On September 23<sup>rd</sup>, 2018, the Butte Countywide Continuum of Care released the Funding Opportunity announcing the availability of funds under the 2018 HEAP Program.
- C. In response to the 2018 HEAP Funding Opportunity, the City of Oroville, a municipal corporation, of the State of California, (the "Applicant"), wishes to apply to the Butte Countywide Continuum of Care.

**IT IS NOW THEREFORE RESOLVED THAT:**

- 1. In response to the 2018 HEAP Funding Opportunity, the applicant shall submit an application to the Butte Countywide Continuum of Care to participate in the HEAP Program and for an allocation of funds for the following activities and/or programs.

*Capital Project to purchase a building and land for a new shelter facility and supporting improvements.*

- 2. If the application for funding is approved, then the Applicant hereby agrees to the use of HEAP funds for eligible activities in the manner presented in its application. The Applicant may also execute a standard agreement, any amendments thereto, and any and all other documents of instruments necessary or required by the Butte Countywide Continuum of Care for participation in the HEAP program (collectively, the required documents).
- 3. The applicant authorizes the Mayor or the Assistant City Administrator or his designee(s) to execute, in the name of the applicant, the required documentation. The applicant further authorized the Finance Director or the

Management Analyst III to execute in the name of the applicant, drawdown requests, quarterly and 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 October 2, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF  
OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION**

**DATE: OCTOBER 2, 2018**

**SUMMARY**

The Council may consider a Memorandum of Understanding (MOU) between the City of Oroville and the Oroville City Employees' Association (OCEA) for the period of July 1, 2018 through September 30, 2019.

**DISCUSSION**

OCEA members voted to ratify a new MOU between the City of Oroville and the OCEA. The term of the MOU is for a little over one year; ending September 30, 2019. The changes to the MOU are in color and attached for your review.

Staff recommends the adoption of the new MOU between the City of Oroville and the Oroville City Employee's Association.

**FISCAL IMPACT**

**RECOMMENDATION**

Adopt Resolution No. 8751 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION - (Agreement No. 1432-14).

**ATTACHMENT (S)**

Resolution No. 8751  
Agreement No. 1432-14  
Tier 1 Salary Schedule  
Tier 2 Salary Schedule

**CITY OF OROVILLE  
RESOLUTION NO. 8751**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION**

**(Agreement No. 1432-14)**

**BE IT** hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a new Memorandum of Understanding between the City of Oroville and the Oroville City Employees' Association. A copy of the Amendment is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on October 2, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk

**AMENDED AND RESTATED**

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**MEMORANDUM OF UNDERSTANDING**

**Between the**

**CITY OF OROVILLE**

**And the**

**OROVILLE CITY EMPLOYEES' ASSOCIATION  
(OCEA)**

**For the period between**

**MAY 19, 2015 JULY 1, 2018 AND JUNE 30,  
2018 SEPTEMBER 30, 2019**

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. ~~8363~~ 8751 adopted at its Regular Meeting of ~~May 19, 2015~~ October 2, 2018.

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**Section 1. RECOGNITION OF OROVILLE CITY EMPLOYEES' ASSOCIATION (OCEA)**

The City formally recognizes the OCEA as the majority representative for all City employee CLASSIFICATIONS set forth in Exhibit "A" excluding confidential employees.

**Section 2. SCOPE OF REPRESENTATION**

The scope of representation of the meeting and conferring shall include those matters as set forth in the California Government Code Section 3504 et seq.

**Section 3. MAINTENANCE OF BENEFITS**

It is understood and agreed that there exists within the City, certain personnel rules, and regulations, policies, and benefits regarding members covered by this Memorandum. In the event of proposed changes to City Personnel Rules and Regulations, the OCEA shall be advised, for the purpose of enabling the City and the OCEA to meet and consult as soon as possible with respect to any proposed changes. The City shall not have the right to change City Personnel Rules and Regulations which contravene specific provisions of this Memorandum without prior meeting and conferring with the OCEA.

**Section 4. MEETING RELEASE TIME**

The City agrees to allow each OCEA member a total of four (4) hours of release time per calendar year to attend quarterly OCEA meetings. The above release time can only be used in one (1) hour blocks. Use of the release time must have the prior approval of the member's department head well in advance of the meeting. If, in the sole discretion of the member's department head that the use of the release time will disrupt City operations, release time will be denied. Such release time can only be used for attendance at the quarterly meetings and shall not rollover into the next calendar year if not used.

**Section 5. CITY RIGHTS AND RESPONSIBILITIES**

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this memorandum, except as expressly limited by a specific provision of this memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City as enumerated herein, include, but are not limited to the following subject to the requirements of this memorandum and/or any provision of law whether it be statutory or judicial: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of members needed; to hire, transfer, promote and maintain the discipline and efficiency of its members, to establish work standards, schedules of operation and reasonable work loads; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes,

means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

## **Section 6. LAYOFF POLICY**

### **6.1 Purpose**

6.1.1 The City may initiate a layoff due to lack of work, lack of funds, or change in the organization.

### **6.2 City of Oroville – OCEA Cooperative Efforts**

6.2.1 When the City determines that layoffs are imminent, it shall provide written notification to OCEA. Further, in the spirit of cooperation, the City or the OCEA may request a meeting to jointly discuss alternatives to layoff, including, but not limited to, attrition or a reduction in work hours. Every effort shall be made to fill vacant position(s) that are determined to be a necessity in the City with qualified laid-off employee(s).

6.2.2 Notwithstanding the effort to work cooperatively, the City has the exclusive right to determine the methods, means, numbers and kinds of personnel by which services are to be provided. The City's decision to make a reduction in force and/or layoff an employee(s) is not subject to the duty to meet and confer. However, the parties will meet and confer regarding the impact of those determinations.

### **6.3 Definitions**

For the purposes of this section:

6.3.1 Layoff - separation of employee(s) from the active work force due to lack of work, lack of funds or change in the organization.

6.3.2 Temporary Employee - an at-will non-benefited employee who is hired on a temporary basis, and works less than 1,000 hours in a fiscal year.

6.3.3 Probationary Employee - any employee tentatively appointed to a position prior to becoming a permanent employee.

6.3.4 Fulltime Permanent Employee - benefited employees who successfully complete their probationary period and who regularly work a minimum of 32 or more hours per week.

6.3.5 Part-time Permanent Employee – benefited employees who successfully complete their probationary period and who regularly work less than 32 hours per week.

6.3.6 Displacement Rights (Bumping) - a permanent employee who has more seniority may remove another employee in a lower classification and take their place.

6.3.7 Seniority – The length of service of consecutive time served from an employee's date of hire with the City. Service seniority for unpaid military leave will be considered in the manner prescribed by State and Federal law. Continuous employment includes paid leaves of absences.

If a City temporary employee is subsequently appointed to a fulltime 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. This does not include Temp Agency employment with the City (i.e., Express Personnel, etc.).

In a case where two (2) or more employees in the same class in the same department have the same seniority date, the date of their employment application to the City of Oroville will determine seniority (See Oroville Personnel Rule 7. Seniority).

6.3.8 Lateral Displacement – An employee who has more seniority may remove another employee from within their same classification pursuant to 6.5.3.

6.3.9 Classification - a specific job title.

#### 6.4 Order of Layoff & Procedure

6.4.1 Whenever it is determined that a layoff must occur within a job classification, the order of layoff shall be:

1. temporary employee
2. probationary employee
3. part-time and fulltime permanent employee

6.4.2 In each type of employment, the employee(s) with the least overall city seniority in the affected job classification(s) shall be laid-off first.

6.4.3 In the event that two (2) or more employees in a job classification within a Department have the same seniority, then the employee with the least seniority with the City shall be laid-off. If there is no distinction between seniority of two (2) or more employees, the order of layoff will be determined by the date on their application for employment with the City.

#### 6.5 Displacement Rights

6.5.1 An employee may displace any other employee in a lower classification within their Department, if they have more seniority and can meet the minimum qualifications. An employee may also displace another employee in any position in any Department that they held previously. This does not include working in an out-of-class position.

OCEA employees may only displace an employee within the OCEA bargaining unit.

Only Administrative Assistants and Staff Assistants may displace laterally into another Department if they have accrued seniority. However, an employee who elects to displace laterally into another Department shall serve a three (3) month probationary period in the new Department. Monthly evaluations will be given to the employee. If two (2) of the three (3) month evaluations are unsatisfactory, the probationary period may be

extended an additional three (3) months. If the employee does not pass their probationary period, the employee will be laid-off in accordance with this MOU.

6.5.2 Employees who are designated for layoff or displacement may elect, in lieu of layoff or displacement one of the following:

1. Displace laterally within the same classification (See 6.3.8).
2. Displace into a lower classification (See 6.3.6).

An employee who chooses to exercise their displacement rights must accept the salary, hours and working conditions of their new position. An employee will be allowed only one (1) displacement per layoff occurrence.

6.5.3. For the purposes of displacement, departments and positions are defined as follows:

<u>Administration Department</u>	<u>Business Assistance and Housing Department</u>
	Building Maintenance Technician II
	Housing Develop./Building Maint. Supervisor
	Office/Field Aide
<u>Finance Department</u>	Admin/Program Analyst II
Accountant	Program Analyst I
Accounting Technician	Code and Construction Compliance Specialist
<u>Community Development Dept.</u>	<u>Public Works and Parks &amp; Trees Department</u>
Associate Civil Engineer	Cement Finisher
Assistant Planner	Cultural Facilities Coordinator
Associate Planner	Equipment Mechanic
Building Inspector	Lead Mechanic
Construction Inspector	Parks Maintenance Technician III
Counter Technician	Parks Maintenance Technician II
GIS Specialist/Eng. Tech	Parks Maintenance Technician I
Office Coordinator	Public Works Operator III
<u>Clerical Staff</u>	Public Works Operator II
Administrative Assistant	Public Works Operator I
Staff Assistant	Signal Technician/Electrician
	Public Works Supervisor

6.5.4. An employee who exercises their displacement rights shall be paid in the new job classification at the same salary range step (i.e., Step D to Step D; Step F to Step F; etc.).

6.5.5 If an employee with permanent status chooses not to displace an employee in a lower job classification or laterally displace an employee, they shall be laid-off, and the City agrees not to challenge unemployment benefits.

6.5.6 An employee may request layoff in lieu of the opportunity to displace an employee by notifying the Personnel Department in writing within five (5) business days of the notice of layoff. If an employee requests layoff in lieu of displacement, they shall forfeit all recall rights except to a vacancy in the same classification from which the employee was laid-off. In this case, the employee shall be entitled to recall rights for a period of one (1) year from the effective date of the layoff.

6.5.7 An employee who is in a promotional probationary status and is affected by a layoff or is displaced by an employee exercising their displacement rights shall be allowed to return to their former job classification where they held permanent status, and the employee will be allowed to invoke any of their displacement rights. If the job classification in which the employee previously held permanent status no longer exists, the employee will be allowed to invoke any of their displacement rights. If the employee has no displacement rights to invoke, they will be laid-off without any right of recall.

6.5.8 A new City employee who has not completed their probationary status has no layoff rights.

6.5.9. Future salary step adjustment opportunities shall be made in accordance with the OCEA Memorandum of Understanding and/or the City's Personnel Rules. Time served in the job classification since the most recent step increase prior to when the layoff/displacement occurred, shall count toward the interval required for consideration of salary step advancement.

#### 6.6 Seniority List

6.6.1 At least five (5) business days prior to written notices of layoff, the City shall provide a current seniority list to affected employee(s) and the Association's Labor Representative for the OCEA bargaining unit. The seniority list shall show the employee names, classification, seniority date, and the process for reporting discrepancies. The seniority list shall be deemed correct unless an employee or the OCEA notifies the Personnel Department to the contrary, in writing, within five (5) business days of the receipt of the seniority list.

#### 6.7 Notification of Layoff

6.7.1 The City will provide a written Notice of Layoff to all affected employee(s) within ten (10) business days in advance of the effective date of layoff. The written Notice of Layoff will include a list of all positions in which the employee may invoke any of their displacement rights. The written Notice of Layoff will be hand-delivered to the employee and the employee will sign for receipt of the Notice. The Association's Labor Representative will receive a copy of all written Notice of Layoff at the same time the affected employee(s) are notified.

6.7.2 Any employee who is on a paid or unpaid leave or not in attendance at their worksite shall be affected by the layoff in accordance with the provisions of this Section. With such written Notice of Layoff, the employee shall be informed of their rights to which they are entitled and the procedure to be followed, including a list of all positions in which the employee may invoke any of their displacement rights. The Notice of Layoff shall be mailed to the employee via U.S. certified/return receipt mail to the last known address filed with the Personnel Department. The Association's Labor Representative will receive a copy of all written Notices of Layoff at the same time the affected employee(s) are notified.

6.7.3 Laid-off/Displaced employees shall be paid accrued leaves in accordance with the OCEA Memorandum of Understanding, applicable City policies and rules, and applicable Laws.

6.8 Re-Employment Following Layoff/Displacement

6.8.1 Employee(s) shall be entitled to re-employment rights for a period of one (1) year from the effective date of layoff or displacement. To expedite re-employment, more than one (1) laid-off/displaced employee may be notified when an opening occurs. The laid-off/displaced employee(s) will be re-hired in inverse order of layoff. A laid-off/displaced employee shall be required to meet the qualifications of the classification to which they are recalled (i.e., license(s), certification(s), etc.).

6.8.2 When a vacancy occurs in a job classification, the laid-off or displaced employee(s) eligible to return to that job classification shall be recalled in the inverse order of layoff. Employees with permanent status who were laid-off or displaced are eligible to return to the job classification in which permanent status was held, but shall have no recall rights to any job classification in which probationary status was held at the time of layoff or displacement.

6.8.3 Laid-off/Displaced Employees: The effective date of layoff shall be the employee's last day working at the City. When a vacancy exists and employees are to be re-employed, notice of the opening(s) shall be sent via U.S. certified/return receipt mail, to the last known address on file in the Personnel Department. It shall be incumbent upon the laid-off employee to advise the Personnel Department, in writing, of any change in address. The laid-off employee shall have five (5) business days, following the notification from the City, to notify the City, in writing, of their intent to return to work.

6.8.4 An employee who exercises their re-employment rights shall be paid the salary range step they received immediately prior to layoff/displacement. Future salary step adjustment opportunities shall be made in accordance with the OCEA Memorandum of Understanding and/or the City's Personnel Rules. Time served in the job classification since the most recent step increase prior to when the layoff/displacement occurred, shall count toward the interval required for consideration of salary step advancement.

6.8.5 Laid-off/Displaced employees who accept re-employment will earn sick leave and vacation at the same accrual amounts the employee received prior to being laid-off/displaced, and any sick leave balances will be restored.

6.8.6 The laid-off employee shall have a reasonable period of time to return to work, not to exceed fifteen (15) business days. If the laid-off employee fails to respond to the notice of re-employment within five (5) business days, or fails to report to work within the reasonable time period as set forth above, they will forfeit all re-employment rights.

6.8.7 A laid-off/displaced employee shall lose their re-employment rights due to: 1) resignation; 2) retirement; 3) failure to return to work when recalled by the City; or 4) when the City has not recalled an employee to work for a period of one (1) year.

**Section 7. BOOT ALLOWANCE**

A Boot allowance of Two Hundred (\$200.00) Dollars per year shall be provided to all employees as a requirement or necessity to perform their duties. This amount shall be paid in the month of October for the following classifications:

Public Works Operators I, II and III

Park Maintenance Technicians I, II and III  
Lead Equipment Mechanic  
Equipment Mechanic  
Traffic Signal Tech/Electrician  
Cement Finisher  
Building Maintenance Technician II  
Building Inspector  
GIS Specialist  
Associate Civil Engineer  
Construction Inspector  
Code and Construction Compliance Specialist  
Sr. Code Enforcement Specialist  
Code Enforcement Specialist

**Section 8. CALL-BACK PAY**

- 8.1 Definition of Call-back: When an employee is not currently working their normal assigned work shift and is called back to work either prior to arriving or departing from the employee's worksite.
- 8.2 In the event of a call-back or return to duty, a member shall receive a minimum of two (2) hours of pay 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 member shall receive pay for the time worked at one and one-half (1 ½) times the regular rate of pay, calculated to the nearest ten (10) minutes. OCEA members 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.
- 8.3 Time worked contiguous to and after a normally assigned work shift shall be treated as normal overtime.

**Section 9. BLOOD BANK DONATION TIME**

A member wishing to donate blood to the City Blood Bank Fund shall be released from work for the final hour of the work day for such purpose. The verification of such donation shall be returned to the department head for inclusion with the bi-weekly attendance report in order for the member to receive credit for time worked.

**Section 10. SHIFT DIFFERENTIAL**

- 10.1 Employees who are required to work a majority of their shift between the hours of 5 :00 p.m. and 7:00 a.m. shall be compensated an additional 5% for all hours worked during that shift.
- 10.2 Employees who are required to work on weekends (Saturday and Sunday) shall receive an additional 5% for all hours worked on those days.

**10.3 Employees hired on or after October 2, 2018 are ineligible for shift differential.**

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**Section 11. COMPENSATION, OVERTIME AND DEFERRED COMPENSATION**

**11.1. Effective October 2, 2018, Tier 1 and Tier 2 salary schedules will be implemented and are attached as Exhibit A. Employees hired before October 2, 2018 will be Tier 1 employees, with no change to the existing salary schedule and employees hired on or after October 2, 2018 will be Tier 2 employees. Tier 1 salary schedule will remain at 5% in between each step, A-H and Tier 2 salary schedule shall be 2.5% in between each step, A - O.**

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**11.1.2** Effective January 1, 2003, to be eligible for advancement to Step F or Step G the employee must have completed two (2) years within their current classification. Upon ratification and adoption of this MOU, Step H shall be created consisting of a 2.5% salary increase above Step G. Employees at Step G effective 07/01/2011 shall be placed at Step H on their next anniversary date. Effective 07/01/2012, to be eligible for advancement to Step H the employee must have completed one (1) year at Step G within their current classification.

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Effective July 1, 2016, Step H shall be 5% above Step G. Employees at Step H on July 1, 2016, shall receive the additional 2.5%.

**11.2-3 Additional Compensation**

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Upon ratification of this MOU, employees shall receive a 1.5% salary increase.

Effective July 1, 2017, employees shall receive a 1% salary increase.

**11.34** In October 2016 and October 2017, or upon completion of the prior year's CAFR (whichever occurs first), if total core city revenues increase more than 7%, the City and OCEA will meet to discuss a potential additional salary increase.

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**11.45** In October 2016, or upon completion of the prior year's CAFR (whichever occurs first), if total core city revenues decrease more than 5%, the City and OCEA will meet to discuss a potential salary decrease and/or deferment of the July 1, 2017, 1% increase in lieu of layoffs.

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Total City of Oroville Core Revenue Base: Property Tax, Sales & Use Tax, Transient Occupancy Tax, Utility User Tax, Franchise Tax, and Motor Vehicle in Lieu. The City agrees to advise and provide the OCEA revenue updates.

**11.56 Out of Class Pay**

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- a. A member assigned to temporary duties of thirty (30) days or less in a higher job classification shall not receive the pay of the higher job classification.
- b. A member who, within the fiscal year of July 1, through June 30, accrues more than thirty (30) days of temporary duties in a higher job classification, shall receive an additional five percent (5%), but not less than the bottom step, nor more than the top step of that higher job classification, commencing with the thirty-first (31<sup>st</sup>) day of such duties in a fiscal year. Such time shall not accrue from one fiscal year to the next.
- c. If it is known at the time of assignment that the member will be assigned to duties in a higher job classification for thirty-one (31) days or more, the member shall immediately receive an additional five percent (5%) above the member's normal

pay, but not less than the bottom step, nor more than the top step of the higher classification.

**11.6 Overtime**

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Members required to work in excess of forty (40) hours per week shall receive one and one-half (1 ½) times their regular rate of pay for all hours in excess of forty (40) hours. In computing the hours worked in any week, time off duty for ~~holidays, vacations, and~~ compensatory time off shall be calculated as time worked. Earned overtime shall be paid in the regular biweekly payroll; provided, however, that the member may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off duty with a maximum accumulation of ~~160, 120~~ hours. A member's decision to elect CTO instead of overtime pay is irrevocable. CTO ~~may shall~~ be cashed out ~~on the first paycheck in~~ March and December ~~of each year~~, or with the approval of the City Administrator in the case of an emergency.

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**11.7 Altered Schedules**

At the discretion of the City and agreement with the OCEA, altered schedules of 4/10 or 5/8 may be implemented. If schedules are altered, then the use for vacation, sick leave, holidays, and comp time will coincide with the new schedule. For example, if a member works a 4/10 schedule and a holiday falls within the 4 days, employee would be paid for 10 hours. If the holiday falls on the regularly day off, the employee would flex that holiday to another work day.

**11.78 Deferred Compensation**

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Effective the first payroll period in July 1989, the City shall offer regular full-time OCEA members the opportunity to participate in a Section 457 Deferred Compensation Plan with National Deferred, without a City contribution. Effective the first payroll period in July 2001, the City shall offer regular full-time OCEA members the opportunity to participate in a Section 457 Deferred Compensation Plan with the ICMA, without a City contribution.

**11.8-9 License and Certificates**

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If a certificate or a license is required for a position, the City will reimburse employees for the cost of the certificate or license. In addition, if there is a renewal charge, the City will reimburse that as well.

**Section 12. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)**

12.1 The City agrees to continue providing OCEA "Classic Members" with the 2% at 55 formula and employees shall pay the 7% employee contribution. This payment shall be deducted in accordance with IRS code 414(h)(2), making all such payments pre-tax. In addition, "Classic Members" shall have their retirement benefit calculations based off their single highest year.

12.2 Effective January 1, 2013 and upon hire, all new members to the CalPERS Retirement System shall receive the 2% at 62 retirement formula and shall pay 50% of the normal benefit formula and contribution rate and shall have their retirement benefit calculations based off their three (3) highest years.

“New members” shall be defined as an individual who becomes a member of the California Public Employees Retirement System (CalPERS) for the first time or re-enroll on or after January 1, 2013, and who was not an active member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.

All members that do not fit into the definition of new members will be considered “Classic Members” of CalPERS.

12.3 The City agrees to maintain the 4<sup>th</sup> Level 1959 Survivor Benefit for all members.

In the event the City determines that implementation of enhanced retirement benefits to OCEA members is economically feasible, the City agrees to re-open negotiations.

**Section 13. MEDICAL, DENTAL, LIFE, VISION, AND LONG-TERM DISABILITY INSURANCE**

**13.1 Medical Insurance**

The City agrees to continue to provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of medical, dental, life, vision, and long-term disability insurance.

The City agrees to contribute the following amounts towards employee and dependent medical insurance, effective May 19, 2015:

**Tier 1**

	<u>Gold PPO</u>	<u>HDHP-10%</u>	<u>Silver PPO</u>
<u>EE Only</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>
<u>EE + 1</u>	<u>\$906.40</u>	<u>\$879.92</u>	<u>\$853.46</u>
<u>EE + Family</u>	<u>\$1,075.50</u>	<u>\$1041.10</u>	<u>\$1,006.68</u>
	<u>HMO</u>	<u>GOLD PPO</u>	<u>SILVER PPO</u>
<u>Employee Only</u>	<u>100%</u>	<u>100%</u>	<u>100%</u>
<u>Employee + 1</u>	<u>\$927.44</u>	<u>\$906.39</u>	<u>\$853.45</u>
<u>Employee + 2 or more</u>	<u>\$1,102.87</u>	<u>\$1,075.50</u>	<u>\$1,006.68</u>

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Effective January 1, 2016, if the PPO premiums increase more than 5%, OCEA and the City will meet to discuss an increase to the City's contribution towards medical insurance.

**Tier 2**

**Health Insurance for represented employees hired by the City on or after October 2, 2018 - City contributions for Tier 2 employees shall be limited to the Silver PPO medical plan for employee, spouse and/or children at the contribution levels below. Employee only, can elect a different plan but will pay the difference. There**

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shall be no city contribution towards spouse and/or children on any other plan than the Silver PPO.

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	Gold PPO	HDHP-10%	Silver PPO
<b>EE Only</b>	<b>Silver PPO Premium Rate for EE Only</b>		<b>100%</b>
<b>EE + 1</b>	<b>\$0</b>	<b>\$0</b>	<b>\$853.45</b>
<b>EE + Family</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,006.68</b>

If the current plans become unavailable within the above cost parameter, and a substitute plan or plans with comparable benefits and cost are not available, then the OCEA and the City may reopen this issue for negotiation during the term of this Memorandum, and the parties shall then meet and confer as soon as possible in order to mutually attempt to resolve the situation. In addition to the above, the City shall pay for each member the cost of life, vision and long-term disability insurance.

13.2 Dental Insurance

In addition, the City contributes \$66.40 per month towards dental insurance for the employee and their dependents.

13.3 Long-Term Disability

Effective December 1, 1989 the City shall have the carrier of the Long-Term Disability Policy amend its waiting period to 90 calendar days.

13.4 State Disability Insurance (S.D.I.)

Effective on or after April 1, 1991, and pursuant to an Employee State Disability Insurance (S.D.I.) election, OCEA members may participate in the S.D.I. Program.

a) Excluding Vacation from SDI required use of accrued leave.

Leaves of absence will require the full use of accrued sick leave, CTO and Safety Time before SDI may be taken. Vacation time will be excluded from required use.

13.5 Health Insurance Review Committee:

The City agrees to participate in a Joint Health Insurance Review Committee for the purposes of reviewing current insurance health benefits and Enhanced Retirement Benefits. The Human Resource Analyst and up to two (2) representatives from each City employee bargaining group may attend the meetings on behalf of the City of Oroville. The purpose of the Committee is ongoing review of health, dental and vision plans and making recommendations to the City Council, City Administrator and the OCEA members regarding benefit levels, services, methods of cost containment, alternative plans and the like. Committee members shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive overtime or call-back pay for service on the Committee. The Committee shall have access to such non-confidential information as necessary to carry out its purpose.

The Committee will also study PERS, PARS, or Longevity steps for the purposes of enhancing the retirement benefit.

13.6 Approval of Future Plan Changes

- a) When the City or OCEA members agree that future changes in the health and dental insurance plan benefits or structure are needed, they shall be approved by a majority of the employees of the City of Oroville who are covered by the plan and who vote on such changes.
- b) The Health Insurance Review Committee established in Section 12.4 shall review and recommend to the Oroville City Council those proposed changes in the plan benefits and structure to be voted upon by the members pursuant to Subsection 12.5 (a). The proposed changes reviewed by the Committee may be initiated by the Committee, by City bargaining units, or by the City, by and through the City Administrator. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered members. The City Clerk shall then report the results of the election to the Committee and the City Council. Notwithstanding the provisions hereof, if the Committee declines to recommend the City proposal to be submitted to a vote of the covered members, the City bargaining units agree to meet and confer with the City, upon the City's request, concerning any such proposal. If, after a reasonable period of negotiations, including implementation of established impasse procedures, an agreement has not been reached on the City's proposal, the City may submit the proposal to a vote of all covered members, in which case the results of the election shall be final.

**Section 14. RECOGNITION FOR LENGTH OF SERVICE**

In recognition for many years of continuous service as a City of Oroville employee, effective July 1, 2007, the City shall make an annual award to each qualifying employee in the amounts shown below:

<u>Length of Continuous Service</u>	<u>Annual Award</u>
15 years through 19 years	\$150.00 per year
20 years through 24 years	\$300.00 per year
25 years through 29 years	\$500.00 per year
30 years or more	\$600.00 per year

The City Council shall decide on the timing and manner for the award presentations.

**Tier 2 employees hired on or after October 2, 2018, will not be eligible for Length of Service Awards.**

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**Section 15. ~~COMPENSATORY TIME AND PROFESSIONAL GROWTH, EDUCATIONAL INCENTIVE~~**

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**15.1 CTO and REIMBURSEMENT**

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~~a) Compensatory Time – Compensatory time shall be granted to employees for~~

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~~off-duty elective course work at the rate of one and one-half (1 ½) times the hourly rate of pay, to a maximum of 48 hours per year, with an accrual ceiling of 96 hours. Subject to the approval of the department head, elective courses are any course the employee can demonstrate is directly related to the employee's job performed and/or to increasing department activities or capabilities. Compensation will be given only for time spent in actual training or classroom setting.~~

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~~Reimbursement will require successful completion by obtaining a "C" or better or a "Pass" grade for Pass/Fail courses. The employee must present documentation to this effect to the City.~~

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~~b) Accrual of Professional Growth Compensatory Time – CT earned through the~~

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~~attendance of an elective course shall be held in a separate CT account to be designated by CTO-T, to be used in TIME OFF ONLY. Note: Employees leaving the City may NOT cash in unused balances of CTO-T.~~

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~~c) Reimbursement for Books and Tuition for Professional Growth – Subject to pre-~~

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~~approval by the Department Head and the City Administrator, employees will receive reimbursement for books and tuition required by a community college, college or university, or other educational institutions which is published by the U.S. Secretary of Education, in pursuit of an AA, AS, BA, BS, MA or MS for course(s) related to their position with the City.~~

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~~Reimbursement amount shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) per year, and is subject to available training funds.~~

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## 15.2 Educational Incentive

All employees shall be eligible upon receipt of pertinent documentation for education incentive pay as follows:

B.A. or B.S. degree \$250.00/Mo., unless a B.A. or B.S. degree is one of the qualifying characteristics of the job classification.

A.A. or AS. Degree \$125.00/Mo., unless an A.A. or A.S. degree is one of the qualifying characteristics of the job classification.

Employees that obtain 60 units after 07/01/2011 shall be eligible to receive \$125.00/mo.

Employees that obtained 60 or less units before 07/01/11 must obtain an A.A. or A.S. degree to be qualified for educational incentives.

## Section 16. RANDOM DRUG AND ALCOHOL TESTING

OCEA members agree to the City of Oroville's Substance Abuse Policy and procedures for random drug/alcohol testing, administered by DATCO, as outlined in Exhibit "B". The City may utilize any or all of the following non-regulated testing options: Pre-Employment Drug/Alcohol, random drug/alcohol, reasonable suspicion drug/alcohol; follow-up drug/alcohol; Post-Accident drug/alcohol; return to duty drug/alcohol; and breath alcohol testing.

**Section 17. VACATION POLICY**

- 17.1 Every member who, on the most recent anniversary date of employment shall have been in the service of the City for a period of one (1) year or more shall be entitled to a vacation as follows:

Two (2) weeks (ten (10) working days) with pay if the member shall have been in service of the City for a period of one (1) year but less than five (5) years prior to such anniversary date.

Three (3) weeks (fifteen (15) working days) with pay if the member shall have been in the service of the City for a period of five (5) years but less than twelve (12) years prior to such anniversary date.

Upon completion of twelve (12) years of service with the City, the member shall be entitled to one (1) additional day of vacation with pay, and on each anniversary date of service thereafter to a maximum vacation benefit with pay of four (4) weeks (twenty (20) working days).

- 17.2 Unused Vacation

Unused vacation benefits may be accumulated from prior anniversary years; provided, however, the member shall cease to earn benefits that exceed two (2) times the individual member's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive as herein provided.

A member 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. The department head has the prerogative to assign the member time off for excess accrual.

- 17.3 For the purpose of this **Section 17, VACATION POLICY**, years of service shall mean years of unbroken seniority with the City which shall in no event be calculated from a date prior to the time the member actually commenced working for the City.
- 17.4 A member who on the most recent anniversary date has qualified for a vacation but whose employment is terminated prior to taking such vacation shall be entitled to pay in lieu thereof. The City shall not pay an amount in excess of the ceiling set forth in **Section 17, VACATION POLICY**, except as provided in Subsection 17.2.

17.5 A member who during an anniversary year is on leave of absence without pay for a period exceeding thirty (30) consecutive days shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. A member whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation. Vacation shall be prorated by dividing the straight time hours actually worked by 173.3, and then multiplying that factor by 1/12th the vacation the member would have earned had the anniversary year been fully worked.

17.6 Conversion of Excess Vacation Carryover Hours to Sick Leave

Whenever an employee's accumulation of vacation hours exceeds the maximum vacation carryover allowance due to furloughs or denial of time off requests by their supervisor or department head, the excess number of vacation hours may be converted to sick leave hours and credited to the employee's sick leave accumulation balance at the end of the fiscal year. This shall be done at the employee's written request and with notification to the City Administrator or his/her designee.

**Section 18. HOLIDAYS – This section will remain the same unless all bargaining units agree to eliminate Lincoln's Birthday to receive New Year's Eve.**

18.1 The following holidays shall be observed by the City:

- (1) New Year's Day
- (2) Martin Luther King Day
- (3) Lincoln's Birthday
- (4) President's Day
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day
- (8) Veteran's Day
- (9) Thanksgiving Day
- (10) The Day after Thanksgiving Day
- (11) Last Day before Christmas Day
- (12) Christmas Day

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

18.2 Members shall be credited for each holiday by eight (8) hours of straight time pay.

**Section 19. SICK LEAVE**

- 19.1 Sick leave is a privilege which can only be allowed in case of actual sickness or injury by a member or an individual of their immediate family which compels a member to be absent from work. To qualify for sick leave, a member must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with personnel procedures established by the City.
- 19.2 A member may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick leave with pay is earned at the rate of one (1) workday for each month of service beginning the first of the calendar month following regular probationary employment.
- 19.3 A member returning to duty after an absence of more than two (2) consecutive work days without loss of salary on account of sickness or injury shall provide his/her immediate supervisor, for filing in the member's personnel file, a doctor's certificate or personal affidavit verifying the employee was ill or injured.
- 19.4 A member whose condition is deemed to be permanent and stationary for either on/off duty injuries may, at the discretion of the City, be returned to work on a light or limited duty station for purposes of vocational and medical rehabilitation. Such action shall only be taken upon the recommendation of a physician, chosen and compensated by the City, and shall be for a fixed time. In the absence of clear and convincing evidence to the contrary, should the injury be job related and rehabilitation period fail and the member return to an industrial leave status, the initial trauma shall be considered in assessing the leave period. This section shall be implemented by an individual agreement between the City and the member, and be signed off by the City's physician.
- 19.5 Sick leave shall not be granted to any member who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.
- 19.6 Members shall accumulate unused sick leave without limitation as to a maximum number of days.
- 19.7 ~~Commencing July 1, 1987, the City shall grant one (1) extra day of vacation with pay for each six (6) consecutive month period, (January-June, July-December) on a calendar year basis in which a member in the unit works without absence other than holiday, vacation, or compensatory time off. The extra vacation day shall be added to the eligible member's balance during the first month following the six-month period in which eligibility was established.~~
- 19.8 Subject to the same requirements of advance notice and approval, a unit member may be granted a maximum of three (3) days leave of absence in any calendar year without loss of pay in cases of personal necessity. Such leaves shall be deducted from the member's accumulated sick leave. Personal necessity includes, but is not limited to an accident involving the member's person or property; appearance in court as a litigant or witness under official order. This leave specifically does not include any recreational use or any use related to present or prospective employment.

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19.9 ~~Effective January 1, 1993, and thereafter, a member who regularly retires from City service may convert his/her accumulated sick leave to purchase medical insurance based upon the sick leave dollar value at the time of retirement.~~

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As of October 2, 2018, and upon retirement, Tier 1 employees with 5 or more years of service shall be able to convert 100% of his/her accumulated unused sick leave to purchase medical insurance, calculated by the hourly rate of pay, at the time of retirement, by the number of unused sick leave hours or members may convert accumulated unused sick leave for PERS service credit.

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As of October 2, 2018, and upon retirement, Tier 1 employees with less than 5 years of service shall be able to convert up to a maximum of 240 hours of his/her accumulated unused sick leave to purchase medical insurance, calculated by the hourly rate of pay, at the time of retirement, by the number of unused sick leave or members may convert accumulated unused sick leave for PERS service credit.

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As of October 2, 2018, any member hired on or after this date shall be a Tier 2 member and shall not be able to convert any of his/her accumulated unused sick leave to purchase medical insurance. However, members hired on or after this date shall be able to convert accumulated unused sick leave for PERS service credit.

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19.10 A member shall not be required to use any sick leave for any medical and/or dental appointment(s) but may use accumulated vacation time or compensating time off in lieu thereof.

19.11 Notwithstanding anything to the contrary set forth above in this section, the City agrees to amend its contract with PERS to allow sick leave conversion for PERS Retirement Credit. The members have the option of selecting the provisions set forth above in this section or may convert their unused sick leave for service credit upon retirement.

19.12 Except as provided in Subsections 19.10 and 19.12, a member shall not receive any cash payment from the City for unused sick leave upon voluntary or involuntary termination from employment.

## Section 20. PERSONAL TIME OFF

Effective 07/01/2011 and on each July first during the term of this contract, all represented employees shall be credited with 24 hours of Personal Time Off (PTO). OCEA member may take PTO to coincide with the holiday season, November 1<sup>st</sup> through January 1<sup>st</sup> or other requested time which is approved by their department head. Additionally, OCEA members may be required by their department head to take PTO to coincide with the holiday season. PTO days must be used within the fiscal year they are credited or the time will be lost.

## Section 21. BEREAVEMENT LEAVE

Employees who have completed six (6) months of service are entitled to receive up to five (5) days bereavement leave which shall not be charged to the employee's sick leave, when compelled to be absent from duty by reason of death, or where death appears imminent of an immediate family member, as determined by the attending physician. An employee desiring such leave shall notify, in writing, the department head of the time of absence expected and the date of return to City service. Immediate family includes: spouse, natural, step or legal child or parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law.

**Section 22. MATERNITY LEAVE**

Maternity leave shall be in accordance with applicable State and/or Federal law pursuant to California Government Code 19991.6 as currently in effect and/or amended.

**Section 23. MILITARY LEAVE**

Military leave shall be granted in accordance with the provisions of State law. All members entitled to military leave shall give the City Administrator an opportunity within the limits of military regulations, to determine when such leave shall be taken.

**Section 24. APPROVED LEAVE OF ABSENCE WITHOUT PAY**

The City Administrator at his/her unrestricted discretion, may grant a regular or probationary member 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 up to twelve (12) months by the City Administrator. Longer leaves of absence shall be approved by the City Council. No such leave shall be granted except upon written request and approval in writing. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the member shall be reinstated in the position held at the time leave was granted. Failure on the part of a member on leave to report promptly at its expiration shall be deemed to be a resignation and said member shall be notified of such resignation in writing.

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

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

**Section 25. JURY DUTY**

A member who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his/her supervisor, shall be entitled to be absent from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of a member while being interviewed for or while serving on jury duty. Jury fees collected shall be turned over to the Finance Department to help defray member's costs while on jury duty.

**Section 26. BULLETIN BOARDS**

A reasonable amount of space shall be provided on the bulletin board in the member's lounge, upon which the OCEA may post notices of meetings, elections, appointments, results of elections, recreational and social affairs, classes, seminars, and other matters pertaining to members and OCEA affairs.

**Section 27. PAYROLL DEDUCTIONS**

27.1 OCEA Dues

It is agreed that the City, during the terms of this Memorandum, shall deduct from each member's paycheck OCEA dues. The authorized OCEA dues amount will be remitted in one (1) check to the OCEA. The OCEA shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this section.

**Section 28. DISCIPLINE**

28.1 Discipline

The City may discharge or suspend from employment any member who has completed the specified probationary period for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to:

- A. Misstatement of facts during the hiring process;
- B. Falsification of any entry on a City document (e.g., time card, expense report);
- C. Disclosure of confidential information;
- D. Insubordination or willful disobedience;
- E. Incompetence, inefficiency, or unsatisfactory job performance;
- F. Discriminatory, discourteous or unbecoming behavior;
- G. Theft, misuse, or unauthorized use or possession of City property;
- H. Dishonesty;
- I. Misconduct (e.g. any behavior that brings harm or discredit to the City);
- J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business.
- K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other convictions of or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
- L. Excessive absence or tardiness;
- M. Absence without approved leave;
- N. Violation of City rule, policy, or procedure; (e.g. violence in the workplace policy, unlawful harassment, etc.)
- O. Soliciting outside work from personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City;

- participating in any outside employment that adversely affects the employee's city work performance; and engaging in unauthorized outside employment;
- P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

In the event a member feels the discharge or suspension is not for cause, the OCEA shall have the right to appeal the case through the grievance procedure.

Probationary members may be discharged for any reason, which in the sole discretion of the City is just and sufficient and such discharge shall not be subject to appeal.

#### 28.2 Removal of Disciplinary Documents and Submission of Written Rebuttals

- a) The parties agree that Letter of Instructions, Counseling Memorandums and/or Letter of Reprimands are the first steps of progressive discipline.
- b) Letter of Instructions, Counseling Memorandums and/or Letter of Reprimands, and any and all related documents/materials, at the written request of the employee, will be removed from any and all of the employees personnel file(s) after four (4) years have elapsed. In any event, all adverse materials will be considered null and void after such four (4) year period with the following exceptions:
  1. If further disciplinary action concerning any misconduct occurs within four (4) years from the initial disciplinary action, then there will be no requirement to remove the adverse material. If there is no further disciplinary action concerning any misconduct within four (4) years from the last occurrence, at the written request of the employee, all adverse materials including all related documents, and materials, will be removed from the employees file and considered null and void.
  2. This provision does not apply to disciplinary suspension, demotion, termination, workplace violence or sexual harassment, if an employee has been found to be in violation of these items.
- c) An employee has the right to provide a written rebuttal to any of the above within thirty (30) days of receipt of the documentation which will be attached to the original document and placed in the employees official personnel file(s) in the Personnel Department.

#### 28.3 Presumption of Delivery

Any written notice shall be conclusively presumed delivered to the member on the date the written notice is personally served on the member. In the event that any notice is sent to a member by certified mail, return receipt requested, the notice shall be conclusively presumed delivered to the member on the date the receipt was signed. In the event the certified mail is refused, or in the event the member is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that

the notice was delivered as of the date the postal service returned the certified mail to the return address.

28.4 Departmental Action Prior to Imposition of Discipline

Except in cases of emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against members with permanent status, the department head or person authorized by him/her shall give the member 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 a neutral department head agreed to by the City Administrator and the OCEA who shall serve as the Skelly Officer. The department head who shall be designated the Skelly Officer shall be determined on a rotating basis. The department head of the department in which the member works will be ineligible to hear the Skelly appeal.

28.5 Notice of Disciplinary Action

Whenever a disciplinary action is taken against a member, the member shall be notified in writing. Such notification shall include but is not limited to:

- a) A statement of the disciplinary action taken against the member.
- b) A summary of the facts upon which the disciplinary action is based.
- c) A statement advising the member that written notice of the disciplinary action is to be placed in the member's official personnel file and that the member shall have the right to appeal under the grievance procedure as set forth in this Memorandum.

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

28.6 Appeals of Discipline for Permanent Members

A member may appeal a disciplinary action by filing a grievance at Step 3 of the grievance procedure within ten (10) days of receiving the notice of disciplinary action.

**Section 29. GRIEVANCE PROCEDURES**

29.1 A grievance shall be defined as a dispute concerning the application of the City of Oroville Personnel Rules and Regulations: Rule 5, Section 5.5; Rule 11; and Rule 14, or a matter involving the interpretation of the alleged violation of any provisions of this Memorandum, other than appeals subject to the foregoing Section 27.6.

29.2 There shall be an earnest effort on the part of both parties to settle the grievance promptly through the steps listed below. Working days are considered to be Monday through Friday excluding City holidays.

Step 1: A member's grievance must be submitted to the immediate supervisor within fifteen (15) calendar days from the date the grievance is first known or the grievance is waived. The immediate supervisor should give an answer to the member by the end of the fifth (5th) calendar day following the presentation of the grievance. If the answer does not resolve the grievance or if an answer is not given, the member may proceed to Step 2.

Step 2: If the grievance is not resolved in Step 1, the OCEA Representative may, within five (5) calendar days after the written reply of Step 1, request a meeting with the department head or his/her designee. Such meeting shall be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) calendar days after the date of the written reply of Step 1.

Step 3: If the grievance is not resolved in Step 2, the OCEA Representative may, within five (5) calendar days after the Step 2 meeting, request a meeting with the City Administrator. Such meeting will be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) calendar days from the date of the Step 2 meeting.

Step 4: (a) If the grievance is not resolved in Step 3, Step 4 shall be referral by either the City or OCEA to arbitration. Step 4 shall be taken within twenty (20) calendar days after the date of the written reply of Step 3.

(b) Upon receipt of request by the OCEA to submit a grievance to arbitration, the City will set a day acceptable to both parties. The City and OCEA will choose from the State of California Mediation and Conciliation Service (SCM&CS) an arbitrator to become the individual to hear all cases involving the parties. The City and OCEA agree to act expeditiously in the selection of an arbitrator. If the OCEA and the City fail to reach mutual agreement on the selection of the arbitrator, each party shall, at a meeting of its representatives, alternately strike a name from the list of arbitrators provided by the SCM&CS. The first party to strike a name shall be determined by lot. The costs of arbitration shall be borne equally by the City and the OCEA. The City and the Association shall pay the compensation and expenses for their respective witnesses. At the OCEA's request, the City shall release members from duty to participate in arbitration proceedings.

(c) The arbitrator shall hold such hearings and shall consider such evidence as the arbitrator deems necessary and proper. The first hearing shall be held as soon as is practicable for all parties involved. The decision of the arbitrator shall be final and binding on the City and the OCEA and the aggrieved member, if any, provided that such decision does not in any way add to, disregard, or modify any of the provisions of this Memorandum.

(d) Failure by either the City or the OCEA to meet any of the aforementioned time limits as set forth in Subsections 28.2(1), 28.2(2),

28.2(3), 28.2(4a), or 28.2(4b) will result in forfeiture by the failing party; except however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this Memorandum, nor shall such settlements be cited by either the City or the OCEA as evidence in the settlement of subsequent grievances.

(e) Notwithstanding the aforementioned procedure, any individual member shall have the right to present grievances to the City and to have such grievances adjusted without the intervention of the OCEA, and be given the same opportunity to have the arbitrator hear and rule on grievances as prescribed in 4(b) and 4(c) provided that the adjustment shall not be inconsistent with the Memorandum and further provided that the OCEA's President shall be given an opportunity to be present at such adjustment.

29.3 Time limits as set forth above may be extended by mutual agreement between the City, the member or the OCEA, but neither the City, nor the OCEA member shall be required to agree except in the case of the temporary absence of the City Administrator. In such case, the time limits will commence with the first day of the return to work of the City Administrator. All meetings will be conducted in Oroville.

29.4 If the member or the OCEA does not submit the grievance to the next step or meet within the time limits specified, then the grievance will be considered automatically withdrawn. If, after Step 1, management does not reply in a timely manner or meet within the time limits specified, then the grievance may be processed by the member to the next higher level if so requested by the member or the OCEA.

**Section 30. PEACEFUL PERFORMANCE**

The parties to this Memorandum recognize and acknowledge that the services performed by the members covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. OCEA agrees that under no circumstances during the term of this Agreement will the OCEA recommend, encourage, cause or permit its members to initiate, recognize, participate in, nor will any member take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing related to labor relations matters (hereinafter collectively referred to as work stoppages), in any office or department of this City, not to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said stoppage has ceased.

**Section 31. SAVINGS CLAUSE**

It is understood that this Memorandum is subject to all applicable Federal and State Laws, City Ordinances and Regulations of the City Charter. Where there is a conflict between the City Charter, City Code and/or this Memorandum of Understanding, the City Charter shall control over the City Code and/or the Memorandum of Understanding, and the City Code shall control over the Memorandum of Understanding. If any part or provision of this Memorandum is in conflict or inconsistent with the above-entitled laws or regulations, or otherwise held to be invalid by a court of competent jurisdiction, such invalidation of such portion of the Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. In the

event any portion of this Memorandum is in conflict with any non-negotiated policy, procedure, manual or directive, the provisions of this memorandum shall prevail.

The above section shall only apply to Laws, Ordinances, Regulations and Charter that are in place at the time of the ratification of this Memorandum. No new statues shall impair an existing contract, unless otherwise required.

**Section 32. NOTICE OF CHANGES, REVISIONS AND/OR NEW ITEMS**

The City will provide the OCEA with ten (10) working days written notice of any changes, revisions or new items which effects any ordinance, rule, regulation, policy, procedure, or resolution directly relating to matters within the scope of representation proposed to be adopted by the City Council, and shall be given the opportunity to meet and confer with the City prior to adoption.

**Section 33. CODE OF ETHICS**

Association members shall abide by the Code of Ethics attached hereto as Exhibit "C".

**Section 34. TERM AND OPENING CLAUSE**

This Memorandum of Understanding shall commence upon ratification and adoption and shall continue in full force and effect until ~~06/30/2018~~. This agreement shall remain in full force and effect until a new Agreement is signed by the parties herein.

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With Respect to negotiable wages, hours and working conditions not covered by this Agreement, the City of Oroville agrees to make no changes without prior agreement with the Association.

This Memorandum recommended to the City Council of the City of Oroville on ~~May 19, 2015~~ **October 2, 2018.**

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OCEA

CITY OF OROVILLE

\_\_\_\_\_  
Stephen Chiolini, OCEA President

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Linda L. Dahlmeier, Mayor

Attested:

\_\_\_\_\_  
~~Jerry Cameous~~, OCEA Representative  
Bob Jarvis

\_\_\_\_\_  
~~Donald L. Rust, Acting City Clerk~~  
Joanna Gutierrez, Interim Jackie Glover, Assistant

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Approved as to Form:

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Sharen Lindberg, Secretary

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Scott E. Huber, City Attorney

# **EXHIBIT**

## **"A"**

# EXHIBIT "B"

## CITY OF OROVILLE

### Drug-Free Workplace Certification and Substance Abuse Policy Statement

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 incur 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 or 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 B1

### 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.

Job Type:	Compelling Need:
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

Job Type:	Compelling Need:
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

Job Type:	Compelling Need:
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.

Job Type:	Compelling Need:
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

Job Type:	Compelling Need:
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

## **PROCEDURES for the CITY OF OROVILLE**

### **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.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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 RECOGNIZABLE 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.

## **EXHIBIT “C”**

### **Code of Ethics**

#### **Responsibility**

I understand that the community expects me to serve with dignity and respect, as well as be an agent of the democratic process.

I avoid actions that might cause the public to question my independent judgment.

I do not use my office or the resources of the city for personal or political gain.

I am a prudent steward of public resources and actively consider the impact of my decisions on the financial and social stability of the city and its citizens.

#### **Fairness**

I promote consistency, equity and non-discrimination in public agency decision-making.

I make decisions based on the merits of an issue, including research and facts.

I encourage diverse public engagement in our decision-making processes and support the public's right to know.

#### **Respect**

I treat my fellow city officials, staff, commission members and the public with patience, courtesy, civility, and respect, even when we disagree on what is best for the community and its citizens.

#### **Honesty**

I am honest with all elected officials, staff, commission members, boards, the public and others.

I am prepared to make decisions when necessary for the public's best interest, whether those decisions are popular or not.

I take responsibility for my actions, even when it is uncomfortable to do so.

**CITY OF OROVILLE**  
**Classifications & Compensation for Oroville City Employee's Association (OCEA) Members**  
**Added Assistant City Clerk**

*Effective: 03/20/2018*

**EXHIBIT "A"**

Table 17    7/1/2017

<b>CLASSIFICATION:</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>	<b>STEP G</b>	<b>STEP H</b>	
<b>Associate Civil Engr.</b>	<b>\$70,150.83</b>	<b>\$73,658.37</b>	<b>\$77,341.29</b>	<b>\$81,208.35</b>	<b>\$85,268.77</b>	<b>\$89,532.21</b>	<b>\$94,008.82</b>	<b>\$98,709.26</b>	<b>Annual</b>
	\$5,845.90	\$6,138.20	\$6,445.11	\$6,767.36	\$7,105.73	\$7,461.02	\$7,834.07	\$8,225.77	Monthly
	\$33.72636	\$35.41268	\$37.18331	\$39.04248	\$40.99460	\$43.04433	\$45.19655	\$47.45638	Hourly
<b>Associate Planner</b>	<b>\$54,230.40</b>	<b>\$56,941.92</b>	<b>\$59,789.02</b>	<b>\$62,778.47</b>	<b>\$65,917.39</b>	<b>\$69,213.26</b>	<b>\$72,673.92</b>	<b>\$76,307.62</b>	<b>Annual</b>
	\$4,519.20	\$4,745.16	\$4,982.42	\$5,231.54	\$5,493.12	\$5,767.77	\$6,056.16	\$6,358.97	Monthly
	\$26.07231	\$27.37592	\$28.74472	\$30.18196	\$31.69105	\$33.27561	\$34.93939	\$36.68636	Hourly
<b>Sr. Code Compliance Specialist</b>	<b>\$53,891.78</b>	<b>\$56,586.37</b>	<b>\$59,415.69</b>	<b>\$62,386.47</b>	<b>\$65,505.80</b>	<b>\$68,781.09</b>	<b>\$72,220.14</b>	<b>\$75,831.15</b>	<b>Annual</b>
	\$4,490.98	\$4,715.53	\$4,951.31	\$5,198.87	\$5,458.82	\$5,731.76	\$6,018.34	\$6,319.26	Monthly
	\$25.90951	\$27.20499	\$28.56523	\$29.99350	\$31.49317	\$33.06783	\$34.72122	\$36.45728	Hourly
<b>GIS Specialist</b>	<b>\$53,626.88</b>	<b>\$56,308.22</b>	<b>\$59,123.64</b>	<b>\$62,079.82</b>	<b>\$65,183.81</b>	<b>\$68,443.00</b>	<b>\$71,865.15</b>	<b>\$75,458.41</b>	<b>Annual</b>
	\$4,468.91	\$4,692.35	\$4,926.97	\$5,173.32	\$5,431.98	\$5,703.58	\$5,988.76	\$6,288.20	Monthly
	\$25.78215	\$27.07126	\$28.42482	\$29.84607	\$31.33837	\$32.90529	\$34.55055	\$36.27808	Hourly
<b>Assistant Planner</b>	<b>\$49,930.36</b>	<b>\$52,426.88</b>	<b>\$55,048.22</b>	<b>\$57,800.63</b>	<b>\$60,690.66</b>	<b>\$63,725.20</b>	<b>\$66,911.46</b>	<b>\$70,257.03</b>	<b>Annual</b>
	\$4,160.86	\$4,368.91	\$4,587.35	\$4,816.72	\$5,057.56	\$5,310.43	\$5,575.95	\$5,854.75	Monthly
	\$24.00498	\$25.20523	\$26.46549	\$27.78877	\$29.17820	\$30.63711	\$32.16897	\$33.77742	Hourly
<b>Signal Tech/Electrician</b>	<b>\$48,345.35</b>	<b>\$50,762.62</b>	<b>\$53,300.75</b>	<b>\$55,965.79</b>	<b>\$58,764.08</b>	<b>\$61,702.28</b>	<b>\$64,787.39</b>	<b>\$68,026.76</b>	<b>Annual</b>
	\$4,028.78	\$4,230.22	\$4,441.73	\$4,663.82	\$4,897.01	\$5,141.86	\$5,398.95	\$5,668.90	Monthly
	\$23.24296	\$24.40510	\$25.62536	\$26.90663	\$28.25196	\$29.66456	\$31.14778	\$32.70517	Hourly
<b>Public Works Supervisor</b>	<b>\$44,838.01</b>	<b>\$47,079.91</b>	<b>\$49,433.91</b>	<b>\$51,905.60</b>	<b>\$54,500.88</b>	<b>\$57,225.93</b>	<b>\$60,087.22</b>	<b>\$63,091.58</b>	<b>Annual</b>
	\$3,736.50	\$3,923.33	\$4,119.49	\$4,325.47	\$4,541.74	\$4,768.83	\$5,007.27	\$5,257.63	Monthly
	\$21.55674	\$22.63457	\$23.76630	\$24.95462	\$26.20235	\$27.51246	\$28.88809	\$30.33249	Hourly
<b>Code Enforcement Specialist</b>	<b>\$44,336.91</b>	<b>\$46,553.76</b>	<b>\$48,881.44</b>	<b>\$51,325.52</b>	<b>\$53,891.79</b>	<b>\$56,586.38</b>	<b>\$59,415.70</b>	<b>\$62,386.48</b>	<b>Annual</b>
	\$3,694.74	\$3,879.48	\$4,073.45	\$4,277.13	\$4,490.98	\$4,715.53	\$4,951.31	\$5,198.87	Monthly
	\$21.31582	\$22.38161	\$23.50069	\$24.67573	\$25.90952	\$27.20499	\$28.56524	\$29.99350	Hourly
<b>Admin/Program Analyst II</b>	<b>\$43,762.61</b>	<b>\$45,950.74</b>	<b>\$48,248.28</b>	<b>\$50,660.69</b>	<b>\$53,193.73</b>	<b>\$55,853.41</b>	<b>\$58,646.08</b>	<b>\$61,578.39</b>	<b>Annual</b>
	\$3,646.88	\$3,829.23	\$4,020.69	\$4,221.72	\$4,432.81	\$4,654.45	\$4,887.17	\$5,131.53	Monthly
	\$21.03972	\$22.09170	\$23.19629	\$24.35610	\$25.57391	\$26.85260	\$28.19523	\$29.60499	Hourly
<b>Building/Fire Inspector</b>	<b>\$42,895.00</b>	<b>\$45,039.75</b>	<b>\$47,291.74</b>	<b>\$49,656.32</b>	<b>\$52,139.14</b>	<b>\$54,746.10</b>	<b>\$57,483.40</b>	<b>\$60,357.57</b>	<b>Annual</b>
<b>Code &amp; Cons Compl Spec.</b>	\$3,574.58	\$3,753.31	\$3,940.98	\$4,138.03	\$4,344.93	\$4,562.17	\$4,790.28	\$5,029.80	Monthly
<b>Construction Inspector</b>	\$20.62260	\$21.65373	\$22.73641	\$23.87323	\$25.06689	\$26.32024	\$27.63625	\$29.01806	Hourly

<b>Sr. Accountant Technician</b>	<b>\$40,578.77</b>	<b>\$42,607.71</b>	<b>\$44,738.09</b>	<b>\$46,975.00</b>	<b>\$49,323.75</b>	<b>\$51,789.94</b>	<b>\$54,379.43</b>	<b>\$57,098.40</b>	<b>Annual</b>
	\$3,381.56	\$3,550.64	\$3,728.17	\$3,914.58	\$4,110.31	\$4,315.83	\$4,531.62	\$4,758.20	Monthly
	\$19.50902	\$20.48448	\$21.50870	\$22.58413	\$23.71334	\$24.89901	\$26.14396	\$27.45116	Hourly
<b>Program Analyst I</b>	<b>\$38,994.09</b>	<b>\$40,943.79</b>	<b>\$42,990.98</b>	<b>\$45,140.53</b>	<b>\$47,397.56</b>	<b>\$49,767.44</b>	<b>\$52,255.81</b>	<b>\$54,868.60</b>	<b>Annual</b>
	\$3,249.51	\$3,411.98	\$3,582.58	\$3,761.71	\$3,949.80	\$4,147.29	\$4,354.65	\$4,572.38	Monthly
	\$18.74716	\$19.68452	\$20.66874	\$21.70218	\$22.78729	\$23.92665	\$25.12299	\$26.37913	Hourly
<b>Lead Equipment Mechanic</b>	<b>\$38,743.33</b>	<b>\$40,680.50</b>	<b>\$42,714.52</b>	<b>\$44,850.25</b>	<b>\$47,092.76</b>	<b>\$49,447.40</b>	<b>\$51,919.77</b>	<b>\$54,515.76</b>	<b>Annual</b>
	\$3,228.61	\$3,390.04	\$3,559.54	\$3,737.52	\$3,924.40	\$4,120.62	\$4,326.65	\$4,542.98	Monthly
	\$18.62660	\$19.55793	\$20.53583	\$21.56262	\$22.64075	\$23.77279	\$24.96143	\$26.20950	Hourly
<b>Assistant City Clerk</b>	<b>\$37,937.43</b>	<b>\$39,834.30</b>	<b>\$41,826.02</b>	<b>\$43,917.32</b>	<b>\$46,113.18</b>	<b>\$48,418.84</b>	<b>\$50,839.78</b>	<b>\$53,381.77</b>	<b>Annual</b>
	\$3,161.45	\$3,319.53	\$3,485.50	\$3,659.78	\$3,842.77	\$4,034.90	\$4,236.65	\$4,448.48	Monthly
	\$18.23915	\$19.15111	\$20.10866	\$21.11409	\$22.16980	\$23.27829	\$24.44220	\$25.66431	Hourly
<b>Counter Technician</b>	<b>\$36,441.83</b>	<b>\$38,263.92</b>	<b>\$40,177.12</b>	<b>\$42,185.97</b>	<b>\$44,295.27</b>	<b>\$46,510.04</b>	<b>\$48,835.54</b>	<b>\$51,277.31</b>	<b>Annual</b>
	\$3,036.82	\$3,188.66	\$3,348.09	\$3,515.50	\$3,691.27	\$3,875.84	\$4,069.63	\$4,273.11	Monthly
	\$17.52011	\$18.39612	\$19.31592	\$20.28172	\$21.29580	\$22.36059	\$23.47862	\$24.65255	Hourly
<b>Public Works Operator III</b>	<b>\$35,132.00</b>	<b>\$36,888.60</b>	<b>\$38,733.03</b>	<b>\$40,669.68</b>	<b>\$42,703.17</b>	<b>\$44,838.32</b>	<b>\$47,080.24</b>	<b>\$49,434.25</b>	<b>Annual</b>
<b>Park Maint. Technician III</b>	\$2,927.67	\$3,074.05	\$3,227.75	\$3,389.14	\$3,558.60	\$3,736.53	\$3,923.35	\$4,119.52	Monthly
	\$16.89038	\$17.73490	\$18.62165	\$19.55273	\$20.53037	\$21.55689	\$22.63473	\$23.76647	Hourly
<b>Equipment Mechanic</b>	<b>\$34,305.33</b>	<b>\$36,020.60</b>	<b>\$37,821.63</b>	<b>\$39,712.71</b>	<b>\$41,698.34</b>	<b>\$43,783.26</b>	<b>\$45,972.42</b>	<b>\$48,271.04</b>	<b>Annual</b>
	\$2,858.78	\$3,001.72	\$3,151.80	\$3,309.39	\$3,474.86	\$3,648.61	\$3,831.04	\$4,022.59	Monthly
	\$16.49295	\$17.31759	\$18.18347	\$19.09265	\$20.04728	\$21.04964	\$22.10213	\$23.20723	Hourly
<b>Accountant</b>	<b>\$35,053.41</b>	<b>\$36,806.08</b>	<b>\$38,646.38</b>	<b>\$40,578.70</b>	<b>\$42,607.64</b>	<b>\$44,738.02</b>	<b>\$46,974.92</b>	<b>\$49,323.67</b>	<b>Annual</b>
	\$2,921.12	\$3,067.17	\$3,220.53	\$3,381.56	\$3,550.64	\$3,728.17	\$3,914.58	\$4,110.31	Monthly
	\$16.85260	\$17.69523	\$18.57999	\$19.50899	\$20.48444	\$21.50866	\$22.58410	\$23.71330	Hourly
<b>Public Works Operator II</b>	<b>\$33,477.26</b>	<b>\$35,151.12</b>	<b>\$36,908.68</b>	<b>\$38,754.11</b>	<b>\$40,691.82</b>	<b>\$42,726.41</b>	<b>\$44,862.73</b>	<b>\$47,105.87</b>	<b>Annual</b>
<b>Parks Maint. Technician II</b>	\$2,789.77	\$2,929.26	\$3,075.72	\$3,229.51	\$3,390.98	\$3,560.53	\$3,738.56	\$3,925.49	Monthly
<b>Building Maint. Tech II</b>	\$16.09484	\$16.89958	\$17.74456	\$18.63179	\$19.56337	\$20.54154	\$21.56862	\$22.64705	Hourly
<b>Administrative Assistant</b>	<b>\$34,488.58</b>	<b>\$36,213.01</b>	<b>\$38,023.66</b>	<b>\$39,924.84</b>	<b>\$41,921.08</b>	<b>\$44,017.14</b>	<b>\$46,218.00</b>	<b>\$48,528.90</b>	<b>Annual</b>
	\$2,874.05	\$3,017.75	\$3,168.64	\$3,327.07	\$3,493.42	\$3,668.09	\$3,851.50	\$4,044.07	Monthly
	\$16.58105	\$17.41010	\$18.28061	\$19.19464	\$20.15437	\$21.16209	\$22.22019	\$23.33120	Hourly
<b>Accounting Technician</b>	<b>\$33,384.22</b>	<b>\$35,053.43</b>	<b>\$36,806.10</b>	<b>\$38,646.41</b>	<b>\$40,578.73</b>	<b>\$42,607.66</b>	<b>\$44,738.05</b>	<b>\$46,974.95</b>	<b>Annual</b>
	\$2,782.02	\$2,921.12	\$3,067.18	\$3,220.53	\$3,381.56	\$3,550.64	\$3,728.17	\$3,914.58	Monthly
	\$16.05011	\$16.85261	\$17.69524	\$18.58000	\$19.50900	\$20.48445	\$21.50868	\$22.58411	Hourly

<b>Public Works Operator I</b>	<b>\$31,144.57</b>	<b>\$32,701.80</b>	<b>\$34,336.89</b>	<b>\$36,053.73</b>	<b>\$37,856.42</b>	<b>\$39,749.24</b>	<b>\$41,736.70</b>	<b>\$43,823.54</b>	<b>Annual</b>
	\$2,595.38	\$2,725.15	\$2,861.41	\$3,004.48	\$3,154.70	\$3,312.44	\$3,478.06	\$3,651.96	Monthly
	\$14.97335	\$15.72202	\$16.50812	\$17.33353	\$18.20020	\$19.11021	\$20.06572	\$21.06901	Hourly
<b>Staff Assistant</b>	<b>\$27,882.81</b>	<b>\$29,276.95</b>	<b>\$30,740.80</b>	<b>\$32,277.84</b>	<b>\$33,891.73</b>	<b>\$35,586.32</b>	<b>\$37,365.63</b>	<b>\$39,233.91</b>	<b>Annual</b>
	\$2,323.57	\$2,439.75	\$2,561.73	\$2,689.82	\$2,824.31	\$2,965.53	\$3,113.80	\$3,269.49	Monthly
	\$13.40520	\$14.07546	\$14.77923	\$15.51819	\$16.29410	\$17.10881	\$17.96425	\$18.86246	Hourly
<b>Parks Maint. Technician I</b>	<b>\$22,880.00</b>	<b>\$24,024.00</b>	<b>\$25,225.20</b>	<b>\$26,486.46</b>	<b>\$27,810.78</b>	<b>\$29,201.32</b>	<b>\$30,661.39</b>	<b>\$32,194.46</b>	<b>Annual</b>
	\$1,906.67	\$2,002.00	\$2,102.10	\$2,207.21	\$2,317.57	\$2,433.44	\$2,555.12	\$2,682.87	Monthly
	\$11.00000	\$11.55000	\$12.12750	\$12.73388	\$13.37057	\$14.03910	\$14.74105	\$15.47810	Hourly

**FROZEN POSITIONS**

**CITY OF OROVILLE**  
**Classifications & Compensation for Oroville City Employee's Association (OCEA) Members**  
**Proposed 2nd Tier Salary Schedule**  
**EXHIBIT "A"**

*Effective: TBD*

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M	STEP N	STEP O	
<b>Associate Civil Engr.</b>	<b>\$70,150.83</b>	<b>\$71,904.60</b>	<b>\$73,658.37</b>	<b>\$75,499.83</b>	<b>\$77,341.29</b>	<b>\$79,274.82</b>	<b>\$81,208.35</b>	<b>\$83,238.56</b>	<b>\$85,268.77</b>	<b>\$87,400.49</b>	<b>\$89,532.21</b>	<b>\$91,770.52</b>	<b>\$94,008.82</b>	<b>\$96,359.04</b>	<b>\$98,709.26</b>	<b>Annual</b>
	\$5,845.90	\$5,992.05	\$6,138.20	\$6,291.65	\$6,445.11	\$6,606.24	\$6,767.36	\$6,936.55	\$7,105.73	\$7,283.37	\$7,461.02	\$7,647.54	\$7,834.07	\$8,029.92	\$8,225.77	Monthly
	\$33,72636	\$34,56952	\$35,41268	\$36,29800	\$37,18331	\$38,11290	\$39,04248	\$40,01854	\$40,99460	\$42,01947	\$43,04433	\$44,12044	\$45,19655	\$46,32646	\$47,45638	Hourly
<b>Associate Planner</b>	<b>\$54,230.40</b>	<b>\$55,586.16</b>	<b>\$56,941.92</b>	<b>\$58,365.47</b>	<b>\$59,789.02</b>	<b>\$61,283.74</b>	<b>\$62,778.47</b>	<b>\$64,347.93</b>	<b>\$65,917.39</b>	<b>\$67,565.32</b>	<b>\$69,213.26</b>	<b>\$70,943.59</b>	<b>\$72,673.92</b>	<b>\$74,490.77</b>	<b>\$76,307.62</b>	<b>Annual</b>
	\$4,519.20	\$4,632.18	\$4,745.16	\$4,863.79	\$4,982.42	\$5,106.98	\$5,231.54	\$5,362.33	\$5,493.12	\$5,630.44	\$5,767.77	\$5,911.97	\$6,056.16	\$6,207.56	\$6,358.97	Monthly
	\$26.07231	\$26.72412	\$27.37592	\$28.06032	\$28.74472	\$29.46334	\$30.18196	\$30.93650	\$31.69105	\$32.48333	\$33.27561	\$34.10750	\$34.93939	\$35.81287	\$36.68636	Hourly
<b>Sr. Code Compliance Specialist</b>	<b>\$53,891.78</b>	<b>\$55,239.07</b>	<b>\$56,586.37</b>	<b>\$58,001.03</b>	<b>\$59,415.69</b>	<b>\$60,901.08</b>	<b>\$62,386.47</b>	<b>\$63,946.13</b>	<b>\$65,505.80</b>	<b>\$67,143.44</b>	<b>\$68,781.09</b>	<b>\$70,500.61</b>	<b>\$72,220.14</b>	<b>\$74,025.64</b>	<b>\$75,831.15</b>	<b>Annual</b>
	\$4,490.98	\$4,603.26	\$4,715.53	\$4,833.42	\$4,951.31	\$5,075.09	\$5,198.87	\$5,328.84	\$5,458.82	\$5,595.29	\$5,731.76	\$5,875.05	\$6,018.34	\$6,168.80	\$6,319.26	Monthly
	\$25.90951	\$26.55725	\$27.20499	\$27.88511	\$28.56523	\$29.27937	\$29.99350	\$30.74333	\$31.49317	\$32.28050	\$33.06783	\$33.89453	\$34.72122	\$35.58925	\$36.45728	Hourly
<b>GIS Specialist</b>	<b>\$53,626.88</b>	<b>\$54,967.55</b>	<b>\$56,308.22</b>	<b>\$57,715.93</b>	<b>\$59,123.64</b>	<b>\$60,601.73</b>	<b>\$62,079.82</b>	<b>\$63,631.81</b>	<b>\$65,183.81</b>	<b>\$66,813.40</b>	<b>\$68,443.00</b>	<b>\$70,154.07</b>	<b>\$71,865.15</b>	<b>\$73,661.78</b>	<b>\$75,458.41</b>	<b>Annual</b>
	\$4,468.91	\$4,580.63	\$4,692.35	\$4,809.66	\$4,926.97	\$5,050.14	\$5,173.32	\$5,302.65	\$5,431.98	\$5,567.78	\$5,703.58	\$5,846.17	\$5,988.76	\$6,138.48	\$6,288.20	Monthly
	\$25.78215	\$26.42671	\$27.07126	\$27.74804	\$28.42482	\$29.13545	\$29.84607	\$30.59222	\$31.33837	\$32.12183	\$32.90529	\$33.72792	\$34.55055	\$35.41432	\$36.27808	Hourly
<b>Assistant Planner</b>	<b>\$49,930.36</b>	<b>\$51,178.62</b>	<b>\$52,426.88</b>	<b>\$53,737.55</b>	<b>\$55,048.22</b>	<b>\$56,424.43</b>	<b>\$57,800.63</b>	<b>\$59,245.65</b>	<b>\$60,690.66</b>	<b>\$62,207.93</b>	<b>\$63,725.20</b>	<b>\$65,318.33</b>	<b>\$66,911.46</b>	<b>\$68,584.24</b>	<b>\$70,257.03</b>	<b>Annual</b>
	\$4,160.86	\$4,264.88	\$4,368.91	\$4,478.13	\$4,587.35	\$4,702.04	\$4,816.72	\$4,937.14	\$5,057.56	\$5,183.99	\$5,310.43	\$5,443.19	\$5,575.95	\$5,715.35	\$5,854.75	Monthly
	\$24.00498	\$24.60511	\$25.20523	\$25.83536	\$26.46549	\$27.12713	\$27.78877	\$28.48349	\$29.17820	\$29.90766	\$30.63711	\$31.40304	\$32.16897	\$32.97319	\$33.77742	Hourly
<b>Signal Tech/Electrician</b>	<b>\$48,345.35</b>	<b>\$49,553.98</b>	<b>\$50,762.62</b>	<b>\$52,031.68</b>	<b>\$53,300.75</b>	<b>\$54,633.27</b>	<b>\$55,965.79</b>	<b>\$57,364.93</b>	<b>\$58,764.08</b>	<b>\$60,233.18</b>	<b>\$61,702.28</b>	<b>\$63,244.84</b>	<b>\$64,787.39</b>	<b>\$66,407.08</b>	<b>\$68,026.76</b>	<b>Annual</b>
	\$4,028.78	\$4,129.50	\$4,230.22	\$4,335.97	\$4,441.73	\$4,552.77	\$4,663.82	\$4,780.41	\$4,897.01	\$5,019.43	\$5,141.86	\$5,270.40	\$5,398.95	\$5,533.92	\$5,668.90	Monthly
	\$23.24296	\$23.82403	\$24.40510	\$25.01523	\$25.62536	\$26.26599	\$26.90663	\$27.57929	\$28.25196	\$28.95826	\$29.66456	\$30.40617	\$31.14778	\$31.92648	\$32.70517	Hourly
<b>Public Works Supervisor</b>	<b>\$44,838.01</b>	<b>\$45,958.96</b>	<b>\$47,079.91</b>	<b>\$48,256.91</b>	<b>\$49,433.91</b>	<b>\$50,669.75</b>	<b>\$51,905.60</b>	<b>\$53,203.24</b>	<b>\$54,500.88</b>	<b>\$55,863.40</b>	<b>\$57,225.93</b>	<b>\$58,656.57</b>	<b>\$60,087.22</b>	<b>\$61,589.40</b>	<b>\$63,091.58</b>	<b>Annual</b>
	\$3,736.50	\$3,829.91	\$3,923.33	\$4,021.41	\$4,119.49	\$4,222.48	\$4,325.47	\$4,433.60	\$4,541.74	\$4,655.28	\$4,768.83	\$4,888.05	\$5,007.27	\$5,132.45	\$5,257.63	Monthly
	\$21.55674	\$22.09565	\$22.63457	\$23.20044	\$23.76630	\$24.36046	\$24.95462	\$25.57848	\$26.20235	\$26.85741	\$27.51246	\$28.20028	\$28.88809	\$29.61029	\$30.33249	Hourly
<b>Code Enforcement Specialist</b>	<b>\$44,336.91</b>	<b>\$45,445.33</b>	<b>\$46,553.76</b>	<b>\$47,717.60</b>	<b>\$48,881.44</b>	<b>\$50,103.48</b>	<b>\$51,325.52</b>	<b>\$52,608.65</b>	<b>\$53,891.79</b>	<b>\$55,239.09</b>	<b>\$56,586.38</b>	<b>\$58,001.04</b>	<b>\$59,415.70</b>	<b>\$60,901.09</b>	<b>\$62,386.48</b>	<b>Annual</b>
	\$3,694.74	\$3,787.11	\$3,879.48	\$3,976.47	\$4,073.45	\$4,175.29	\$4,277.13	\$4,384.05	\$4,490.98	\$4,603.26	\$4,715.53	\$4,833.42	\$4,951.31	\$5,075.09	\$5,198.87	Monthly
	\$21.31582	\$21.84872	\$22.38161	\$22.94115	\$23.50069	\$24.08821	\$24.67573	\$25.29262	\$25.90952	\$26.55725	\$27.20499	\$27.88512	\$28.56524	\$29.27937	\$29.99350	Hourly
<b>Admin/Program Analyst II</b>	<b>\$43,762.61</b>	<b>\$44,856.68</b>	<b>\$45,950.74</b>	<b>\$47,099.51</b>	<b>\$48,248.28</b>	<b>\$49,454.48</b>	<b>\$50,660.69</b>	<b>\$51,927.21</b>	<b>\$53,193.73</b>	<b>\$54,523.57</b>	<b>\$55,853.41</b>	<b>\$57,249.75</b>	<b>\$58,646.08</b>	<b>\$60,112.23</b>	<b>\$61,578.39</b>	<b>Annual</b>
	\$3,646.88	\$3,738.06	\$3,829.23	\$3,924.96	\$4,020.69	\$4,121.21	\$4,221.72	\$4,327.27	\$4,432.81	\$4,543.63	\$4,654.45	\$4,770.81	\$4,887.17	\$5,009.35	\$5,131.53	Monthly
	\$21.03972	\$21.56571	\$22.09170	\$22.64399	\$23.19629	\$23.77619	\$24.35610	\$24.96500	\$25.57391	\$26.21325	\$26.85260	\$27.52392	\$28.19523	\$28.90011	\$29.60499	Hourly
<b>Building/Fire Inspector</b>	<b>\$42,895.00</b>	<b>\$43,967.38</b>	<b>\$45,039.75</b>	<b>\$46,165.74</b>	<b>\$47,291.74</b>	<b>\$48,474.03</b>	<b>\$49,656.32</b>	<b>\$50,897.73</b>	<b>\$52,139.14</b>	<b>\$53,442.62</b>	<b>\$54,746.10</b>	<b>\$56,114.75</b>	<b>\$57,483.40</b>	<b>\$58,920.49</b>	<b>\$60,357.57</b>	<b>Annual</b>
<b>Code &amp; Cons Compl Spec.</b>	\$3,574.58	\$3,663.95	\$3,753.31	\$3,847.15	\$3,940.98	\$4,039.50	\$4,138.03	\$4,241.48	\$4,344.93	\$4,453.55	\$4,562.17	\$4,676.23	\$4,790.28	\$4,910.04	\$5,029.80	Monthly
<b>Construction Inspector</b>	\$20,62260	\$21,13816	\$21,65373	\$22,19507	\$22,73641	\$23,30482	\$23,87323	\$24,47006	\$25,06689	\$25,69357	\$26,32024	\$26,97825	\$27,63625	\$28,32716	\$29,01806	Hourly
<b>Sr. Accountant Technician</b>	<b>\$40,578.77</b>	<b>\$41,593.24</b>	<b>\$42,607.71</b>	<b>\$43,672.90</b>	<b>\$44,738.09</b>	<b>\$45,856.55</b>	<b>\$46,975.00</b>	<b>\$48,149.37</b>	<b>\$49,323.75</b>	<b>\$50,556.84</b>	<b>\$51,789.94</b>	<b>\$53,084.68</b>	<b>\$54,379.43</b>	<b>\$55,738.92</b>	<b>\$57,098.40</b>	<b>Annual</b>
	\$3,381.56	\$3,466.10	\$3,550.64	\$3,639.41	\$3,728.17	\$3,821.38	\$3,914.58	\$4,012.45	\$4,110.31	\$4,213.07	\$4,315.83	\$4,423.72	\$4,531.62	\$4,644.91	\$4,758.20	Monthly
	\$19.50902	\$19.99675	\$20.48448	\$20.99659	\$21.50870	\$22.04642	\$22.58413	\$23.14874	\$23.71334	\$24.30617	\$24.89901	\$25.52148	\$26.14396	\$26.79756	\$27.45116	Hourly
<b>Program Analyst I</b>	<b>\$38,994.09</b>	<b>\$39,968.94</b>	<b>\$40,943.79</b>	<b>\$41,967.39</b>	<b>\$42,990.98</b>	<b>\$44,065.76</b>	<b>\$45,140.53</b>	<b>\$46,269.05</b>	<b>\$47,397.56</b>	<b>\$48,582.50</b>	<b>\$49,767.44</b>	<b>\$51,011.62</b>	<b>\$52,255.81</b>	<b>\$53,562.21</b>	<b>\$54,868.60</b>	<b>Annual</b>
	\$3,249.51	\$3,330.75	\$3,411.98	\$3,497.28	\$3,582.58	\$3,672.15	\$3,761.71	\$3,855.75	\$3,949.80	\$4,048.54	\$4,147.29	\$4,250.97	\$4,354.65	\$4,463.52	\$4,572.38	Monthly
	\$18.74716	\$19.21584	\$19.68452	\$20.17663	\$20.66874	\$21.18546	\$21.70218	\$22.24473	\$22.78729	\$23.35697	\$23.92665	\$24.52482	\$25.12299	\$25.75106	\$26.37913	Hourly
<b>Lead Equipment Mechanic</b>	<b>\$38,743.33</b>	<b>\$39,711.91</b>	<b>\$40,680.50</b>	<b>\$41,697.51</b>	<b>\$42,714.52</b>	<b>\$43,782.38</b>	<b>\$44,850.25</b>	<b>\$45,971.50</b>	<b>\$47,092.76</b>	<b>\$48,270.08</b>	<b>\$49,447.40</b>	<b>\$50,683.58</b>	<b>\$51,919.77</b>	<b>\$53,217.76</b>	<b>\$54,515.76</b>	<b>Annual</b>
	\$3,228.61	\$3,309.33	\$3,390.04	\$3,474.79	\$3,559.54	\$3,648.53	\$3,737.52	\$3,830.96	\$3,924.40	\$4,022.51	\$4,120.62	\$4,223.63	\$4,326.65	\$4,434.81	\$4,542.98	Monthly
	\$18.62660	\$19.09227	\$19.55793	\$20.04688	\$20.53583	\$21.04922	\$21.56262	\$22.10168	\$22.64075	\$23.20677	\$23.77279	\$24.36711	\$24.96143	\$25.58546	\$26.20950	Hourly
<b>Assistant City Clerk</b>	<b>\$37,937.43</b>	<b>\$38,885.87</b>	<b>\$39,834.30</b>	<b>\$40,830.16</b>	<b>\$41,826.02</b>	<b>\$42,871.67</b>	<b>\$43,917.32</b>	<b>\$45,015.25</b>	<b>\$46,113.18</b>	<b>\$47,266.01</b>	<b>\$48,418.84</b>	<b>\$49,629.31</b>	<b>\$50,839.78</b>	<b>\$52,110.78</b>	<b>\$53,381.77</b>	<b>Annual</b>
	\$3,161.45	\$3,240.49	\$3,319.53	\$3,402.51	\$3,485.50	\$3,572.64	\$3,659.78	\$3,751.27	\$3,842.77	\$3,938.83	\$4,034.90	\$4,135.78	\$4,236.65	\$4,342.56	\$4,448.48	Monthly
	\$18.23915	\$18.69513	\$19.15111	\$19.62988	\$20.10866	\$20.61138	\$21.11409	\$21.64195	\$22.16980	\$22.72404	\$23.27829	\$23.86025	\$24.44220	\$25.05326	\$25.66431	Hourly
<b>Counter Technician</b>	<b>\$37,937.43</b>	<b>\$38,885.87</b>	<b>\$39,834.30</b>	<b>\$40,830.16</b>	<b>\$41,826.02</b>	<b>\$42,871.67</b>	<b>\$43,917.32</b>	<b>\$45,015.25</b>	<b>\$46,113.18</b>	<b>\$47,266.01</b>	<b>\$48,418.84</b>	<b>\$49,629.31</b>	<b>\$50,839.78</b>	<b>\$52,110.78</b>	<b>\$53,381.77</b>	<b>Annual</b>
	\$3,161.45	\$3,240.49	\$3,319.53	\$3,402.51	\$3,485.50	\$3,572.64	\$3,659.78	\$3,751.27	\$3,842.77	\$3,938.83	\$4,034.90	\$4,135.78	\$4,236.65	\$4,342.56	\$4,448.48	Monthly
	\$18.23915	\$18.69513	\$19.15111	\$19.62988	\$20.10866	\$20.61138	\$21.11409	\$21.64195	\$22.16980	\$22.72404	\$23.27829	\$23.86025	\$24.44220	\$25.05326	\$25.66431	Hourly

<b>Public Works Operator III</b>	<b>\$33,375.40</b>	<b>\$34,209.79</b>	<b>\$35,044.17</b>	<b>\$35,920.27</b>	<b>\$36,796.38</b>	<b>\$37,716.29</b>	<b>\$38,636.20</b>	<b>\$39,602.10</b>	<b>\$40,568.01</b>	<b>\$41,582.21</b>	<b>\$42,596.41</b>	<b>\$43,661.32</b>	<b>\$44,726.23</b>	<b>\$45,844.38</b>	<b>\$46,962.54</b>	<b>Annual</b>
<b>Park Maint. Technician III</b>	\$2,781.28	\$2,850.82	\$2,920.35	\$2,993.36	\$3,066.36	\$3,143.02	\$3,219.68	\$3,300.18	\$3,380.67	\$3,465.18	\$3,549.70	\$3,638.44	\$3,727.19	\$3,820.37	\$3,913.54	Monthly
	\$16.04587	\$16.44701	\$16.84816	\$17.26936	\$17.69057	\$18.13283	\$18.57509	\$19.03947	\$19.50385	\$19.99145	\$20.47904	\$20.99102	\$21.50299	\$22.04057	\$22.57814	Hourly
<b>Equipment Mechanic</b>	<b>\$32,590.06</b>	<b>\$33,404.81</b>	<b>\$34,219.56</b>	<b>\$35,075.05</b>	<b>\$35,930.54</b>	<b>\$36,828.80</b>	<b>\$37,727.07</b>	<b>\$38,670.24</b>	<b>\$39,613.42</b>	<b>\$40,603.76</b>	<b>\$41,594.09</b>	<b>\$42,633.95</b>	<b>\$43,673.80</b>	<b>\$44,765.64</b>	<b>\$45,857.49</b>	<b>Annual</b>
	\$2,715.84	\$2,783.73	\$2,851.63	\$2,922.92	\$2,994.21	\$3,069.07	\$3,143.92	\$3,222.52	\$3,301.12	\$3,383.65	\$3,466.17	\$3,552.83	\$3,639.48	\$3,730.47	\$3,821.46	Monthly
	\$15.66830	\$16.06001	\$16.45171	\$16.86301	\$17.27430	\$17.70616	\$18.13801	\$18.59146	\$19.04491	\$19.52104	\$19.99716	\$20.49709	\$20.99702	\$21.52194	\$22.04687	Hourly
<b>Accountant</b>	<b>\$33,300.74</b>	<b>\$34,133.26</b>	<b>\$34,965.78</b>	<b>\$35,839.92</b>	<b>\$36,714.07</b>	<b>\$37,631.92</b>	<b>\$38,549.77</b>	<b>\$39,513.51</b>	<b>\$40,477.26</b>	<b>\$41,489.19</b>	<b>\$42,501.12</b>	<b>\$43,563.65</b>	<b>\$44,626.18</b>	<b>\$45,741.83</b>	<b>\$46,857.49</b>	<b>Annual</b>
	\$2,775.06	\$2,844.44	\$2,913.81	\$2,986.66	\$3,059.51	\$3,135.99	\$3,212.48	\$3,292.79	\$3,373.10	\$3,457.43	\$3,541.76	\$3,630.30	\$3,718.85	\$3,811.82	\$3,904.79	Monthly
	\$16.00997	\$16.41022	\$16.81047	\$17.23073	\$17.65099	\$18.09227	\$18.53354	\$18.99688	\$19.46022	\$19.94673	\$20.43323	\$20.94406	\$21.45489	\$21.99126	\$22.52764	Hourly
<b>Administrative Assistant</b>	<b>\$32,764.15</b>	<b>\$33,583.25</b>	<b>\$34,402.36</b>	<b>\$35,262.42</b>	<b>\$36,122.48</b>	<b>\$37,025.54</b>	<b>\$37,928.60</b>	<b>\$38,876.81</b>	<b>\$39,825.03</b>	<b>\$40,820.65</b>	<b>\$41,816.28</b>	<b>\$42,861.69</b>	<b>\$43,907.09</b>	<b>\$45,004.77</b>	<b>\$46,102.45</b>	<b>Annual</b>
	\$2,730.35	\$2,798.60	\$2,866.86	\$2,938.53	\$3,010.21	\$3,085.46	\$3,160.72	\$3,239.73	\$3,318.75	\$3,401.72	\$3,484.69	\$3,571.81	\$3,658.92	\$3,750.40	\$3,841.87	Monthly
	\$15.75200	\$16.14580	\$16.53959	\$16.95308	\$17.36657	\$17.80074	\$18.23490	\$18.69078	\$19.14665	\$19.62531	\$20.10398	\$20.60658	\$21.10918	\$21.63691	\$22.16464	Hourly
<b>Public Works Operator II</b>	<b>\$31,803.40</b>	<b>\$32,598.49</b>	<b>\$33,393.57</b>	<b>\$34,228.41</b>	<b>\$35,063.25</b>	<b>\$35,939.83</b>	<b>\$36,816.41</b>	<b>\$37,736.82</b>	<b>\$38,657.23</b>	<b>\$39,623.66</b>	<b>\$40,590.09</b>	<b>\$41,604.85</b>	<b>\$42,619.60</b>	<b>\$43,685.09</b>	<b>\$44,750.58</b>	<b>Annual</b>
<b>Parks Maint. Technician II</b>	\$2,650.28	\$2,716.54	\$2,782.80	\$2,852.37	\$2,921.94	\$2,994.99	\$3,068.03	\$3,144.74	\$3,221.44	\$3,301.97	\$3,382.51	\$3,467.07	\$3,551.63	\$3,640.42	\$3,729.21	Monthly
<b>Building Maint. Tech II</b>	\$15.29010	\$15.67235	\$16.05460	\$16.45597	\$16.85733	\$17.27876	\$17.70020	\$18.14270	\$18.58521	\$19.04984	\$19.51447	\$20.00233	\$20.49019	\$21.00245	\$21.51470	Hourly
<b>Accounting Technician</b>	<b>\$33,384.22</b>	<b>\$34,218.83</b>	<b>\$35,053.43</b>	<b>\$35,929.77</b>	<b>\$36,806.10</b>	<b>\$37,726.26</b>	<b>\$38,646.41</b>	<b>\$39,612.57</b>	<b>\$40,578.73</b>	<b>\$41,593.20</b>	<b>\$42,607.66</b>	<b>\$43,672.86</b>	<b>\$44,738.05</b>	<b>\$45,856.50</b>	<b>\$46,974.95</b>	<b>Annual</b>
	\$2,782.02	\$2,851.57	\$2,921.12	\$2,994.15	\$3,067.18	\$3,143.85	\$3,220.53	\$3,301.05	\$3,381.56	\$3,466.10	\$3,550.64	\$3,639.40	\$3,728.17	\$3,821.37	\$3,914.58	Monthly
	\$16.05011	\$16.45136	\$16.85261	\$17.27393	\$17.69524	\$18.13762	\$18.58000	\$19.04450	\$19.50900	\$19.99673	\$20.48445	\$20.99657	\$21.50868	\$22.04639	\$22.58411	Hourly
<b>Public Works Operator I</b>	<b>\$31,144.57</b>	<b>\$31,923.18</b>	<b>\$32,701.80</b>	<b>\$33,519.34</b>	<b>\$34,336.89</b>	<b>\$35,195.31</b>	<b>\$36,053.73</b>	<b>\$36,955.08</b>	<b>\$37,856.42</b>	<b>\$38,802.83</b>	<b>\$39,749.24</b>	<b>\$40,742.97</b>	<b>\$41,736.70</b>	<b>\$42,780.12</b>	<b>\$43,823.54</b>	<b>Annual</b>
	\$2,595.38	\$2,660.27	\$2,725.15	\$2,793.28	\$2,861.41	\$2,932.94	\$3,004.48	\$3,079.59	\$3,154.70	\$3,233.57	\$3,312.44	\$3,395.25	\$3,478.06	\$3,565.01	\$3,651.96	Monthly
	\$14.97335	\$15.34768	\$15.72202	\$16.11507	\$16.50812	\$16.92082	\$17.33353	\$17.76686	\$18.20020	\$18.65521	\$19.11021	\$19.58797	\$20.06572	\$20.56737	\$21.06901	Hourly
<b>Staff Assistant</b>	<b>\$27,882.81</b>	<b>\$28,579.88</b>	<b>\$29,276.95</b>	<b>\$30,008.87</b>	<b>\$30,740.80</b>	<b>\$31,509.32</b>	<b>\$32,277.84</b>	<b>\$33,084.78</b>	<b>\$33,891.73</b>	<b>\$34,739.02</b>	<b>\$35,586.32</b>	<b>\$36,475.97</b>	<b>\$37,365.63</b>	<b>\$38,299.77</b>	<b>\$39,233.91</b>	<b>Annual</b>
	\$2,323.57	\$2,381.66	\$2,439.75	\$2,500.74	\$2,561.73	\$2,625.78	\$2,689.82	\$2,757.07	\$2,824.31	\$2,894.92	\$2,965.53	\$3,039.66	\$3,113.80	\$3,191.65	\$3,269.49	Monthly
	\$13.40520	\$13.74033	\$14.07546	\$14.42734	\$14.77923	\$15.14871	\$15.51819	\$15.90615	\$16.29410	\$16.70145	\$17.10881	\$17.53653	\$17.96425	\$18.41335	\$18.86246	Hourly
<b>Parks Maint. Technician I</b>	<b>\$22,880.00</b>	<b>\$23,452.00</b>	<b>\$24,024.00</b>	<b>\$24,624.60</b>	<b>\$25,225.20</b>	<b>\$25,855.83</b>	<b>\$26,486.46</b>	<b>\$27,148.62</b>	<b>\$27,810.78</b>	<b>\$28,506.05</b>	<b>\$29,201.32</b>	<b>\$29,931.36</b>	<b>\$30,661.39</b>	<b>\$31,427.92</b>	<b>\$32,194.46</b>	<b>Annual</b>
	\$1,906.67	\$1,954.33	\$2,002.00	\$2,052.05	\$2,102.10	\$2,154.65	\$2,207.21	\$2,262.39	\$2,317.57	\$2,375.50	\$2,433.44	\$2,494.28	\$2,555.12	\$2,618.99	\$2,682.87	Monthly
	\$11.00000	\$11.27500	\$11.55000	\$11.83875	\$12.12750	\$12.43069	\$12.73388	\$13.05222	\$13.37057	\$13.70483	\$14.03910	\$14.39007	\$14.74105	\$15.10958	\$15.47810	Hourly
	<b>FROZEN POSITIONS</b>															

**CITY OF OROVILLE  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS**

**FROM: Bill LA GRONE, ASSISTANT CITY ADMINISTRATOR**

**RE: HAVEN OF HOPE ON WHEELS, REQUESTED FINANCIAL INFORMATION**

**DATE: OCTOBER 02, 2018**

**SUMMARY**

The Council may review the financial information provided by the Oroville Southside Community Improvement Association, regarding the Haven of Hope on Wheels and provided staff direction

**DISCUSSION**

The City Council asked for financial information regarding the Haven of Hope on Wheels at the September 18, 2018 Council meeting. The Oroville Southside Community Improvement Association has provided financials and an operating plan for the Haven of Hope on Wheels. There has been additional request for information that have not been received at the time this report was written. See attached for additional details.

Based upon the submitted financials from the OSCIA, operating this equipment will be a financial stretch for the organization, and require active fund raising, Volunteers and vigilant oversight to ensure expenditures are kept at a minimum. The history of OSCIA finances does not demonstrate the revenues needed to support the proposed operational cost which has been estimated to be approximately \$40,000 to \$45,000 per year. However, since this is a new operation their belief is that community and grant funds can and will be developed to meet the operational cost.

It is a City Council decision as to whether to release the funds to purchase the equipment. Further, the Council should give direction as to how the purchases will be made and funds released, or how to proceed from this point, and what support should be provided to the OSCIA for this project.

## **FISCAL IMPACT**

Depends on direction provided by Council.

Reduction of Redevelopment Agency Bond residual.

Current Available Balance	\$2,377,685.84
Grant for Haven of Hope on Wheels	<u>\$175,000.00</u>
Available Balance	\$2,202,685.84

If not approved no fiscal impact. Direction has no impact on the General Fund.

## **OPTIONS:**

1. Rescind prior action and direct staff to assist Haven of Hope on Wheels with application to the Continuum of Care for Homeless Emergency Aid Program funding, if unsuccessful return and revisit issue for RDA funding

OR

2. Direct Staff to proceed with project with documentation received

OR

3. Provide staff with alternate direction

## **ATTACHMENTS**

Internal Revenue Service Determination Letter

OSCIA Response Letter

Proposal for Haven of Hope on Wheels

Bylaws of the Oroville Southside Community Improvement Association

Financials 2017/2018

Proposed Detailed Operating Budget

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

JAN 28 2016

Date:

OROVILLE SOUTHSIDE COMMUNITY  
IMPROVEMENT ASSOCIATION INC  
C/O KEVIN THOMPSON  
[REDACTED]  
OROVILLE, CA 95966

Employer Identification Number:

27- [REDACTED]

DLN:

17053259331035

Contact Person:

MITCHELL P STEELE

ID# 31360

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b) (1) (A) (vi)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

May 15, 2010

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

You formed May 6, 2009, and filed your Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, on September 14, 2015. You failed to file a required annual return or notice (Form 990, Form 990-EZ, Form 990-PF, or Form 990-N) for three consecutive years after you formed and while your application was pending. As a result, your tax-exempt status was automatically revoked on May 15, 2010, the due date of your third year return or notice. We're treating your Form 1023 as an application for reinstatement and are recognizing your exemption as reinstated on the same day it was automatically revoked. As a result, you are recognized as tax exempt continuously from the effective date of exemption as listed at

Oroville Southside Community Improvement Association Inc.

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**Board of Directors**

Kevin Thompson, President  
Rev. Eunice A. Wallace, Secretary  
Carol Payne, CFO/Treasurer  
Elder Deboraha Thompson  
Sou Vang  
Dr. Malik Daniels

Legal Advisor, Mr. Richard Harriman

**Oroville Southside  
Community Improvement  
Association  
2959 Lower Wyandotte Road  
Oroville, CA 95966**

September 20, 2018

William LaGrone  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

**RE: Haven of Hope on Wheels**

Dear Bill LaGrone:

This letter is in response to the questions posed to our organization resulting from the Council meeting held on Tuesday, September 18, 2018.

Haven of Hope is an entity of the OSCIA and is under the direction of the Board of Directors. OSCIA's mission is to ***develop a well functional community that supports the interest and wellbeing of each member with a focus on the community of Oroville & beyond.*** Our mission is realized through primary operating & fiscal responsibility, diverse community service needs as well as long-term maintenance and preservation of our community.

The Board is responsible for ensuring the organization meets the needs of the community by developing relationships and events that would elevate the Southside Oroville community's visibility locally, regionally and possibly state-wide. The OSCIA Board is also responsible for providing education, training, self-empowerment, Senior and community development and jobs to youth and young adults. The Board's expectation for Haven of Hope is to ensure that the entity is sustainable and meeting the mission goals.

All major decisions regarding the Haven of Hope on Wheels are administered by the OSCIA Board. Meetings are held to discuss major financial or administrative actions that the entity is seeking. Upon Board approval, Haven of Hope receives the decisions and implement their goals.

There are no conflicts of interest in the Haven of Hope projects in association with our Board Members or Staff or anyone associated with OSCIA in conjunction with the Haven of Hope projects. The OSCIA code of ethics is to treat every person as an individual and render services to everyone regardless of race, class, religion, gender or sexual orientation.

William LaGrone, City of Oroville  
September 20, 2018  
Page 2

With respect to water usage, arrangements have been made with Cal Water and local casinos to use the RV dumping station as well as the waste treatment plant. Water to fill the unit will be drawn from the Southside Oroville Community Center & the Haven of Hope Resource Center.

Long-term funding and sustainability for Haven of Hope will be attained through our general funds, grants, annual allocation of funding from the OSCIA Board, as well as donations from online and community events.

Should you have any additional questions, please do not hesitate to contact Ms. Keesha Hills, Senior Administrator & Manager of the Southside Community Center [REDACTED] or Mr. Kevin Thompson, OSCIA President, [REDACTED]

Very truly yours,

*Rev. Eunice A. Wallace*

Rev. Eunice A. Wallace  
Secretary

EAW/  
FILE

## **Summary Statement**

The Oroville Southside Community Improvement Association (OSCIA) is proposing to begin two new projects to benefit communities within Butte County & beyond. These projects are called Haven of Hope on Wheels (HOHOW) & Haven of Hope Resource Center (HOHRC). Haven of Hope on Wheels (HOHOW) is a mobile, self-contained hygiene shower and laundry trailer created to reach out to homeless encampments and areas where the homeless congregate. Along with our mobile shower unit we are anticipating the opening of our Haven of Hope Resource Center (HOHRC) which will supply the basic needs, programs & services to eligible individuals & families. As we are serving the homeless population with our mobile unit, this will reinforce our goals of helping our target population towards becoming self-sufficient. Our mission will be to focus on these low-income & marginalized community members.

OSCIA's leadership have developed an implementation & management plan for both HOHOW & HOHRC. The proposal that OSCIA is presenting seeks to work collaboratively with key stakeholders in Butte County to address the issues of homelessness by providing these services.

The mission statement of the OSCIA entails community engagement and is as follows:

To develop a functional and well community that supports the interest and wellbeing of each member.

## **Past Experience of OSCIA**

The OSCIA, an IRS-recognized 501 (c)(3) non-profit organization, is guided by eight Oroville and surrounding community residents who comprise the Board of Directors and represent the community's diversity. They have taken diverse career paths though they are united in their commitment to the Southside Oroville community. They share a common passion for expansion of services and the reduction of poverty and other socioeconomic disparities in the Oroville community. Their approach to community planning and engagement is a from the bottom-to-top paradigm, which is a way of saying that the organization should be responsive to the needs of the community and should constantly solicit feedback that conveys a dynamic understanding of the South Oroville community's strengths, as well as its needs. OSCIA leadership firmly believes in a process of community revival using the tools and resources that are present within the community to achieve their goal.

The OSCIA Board of Directors has long-standing ties to the Oroville community having held leadership and managerial positions within the local businesses within community organizations. The Board of Directors have held leadership positions across a range of public and private enterprises that include religious organizations, community-based improvement organizations, law firms, teachers' union, and school boards. In these and other positions, OSCIA Board members have been required to display financial management acumen having

responsibility for sums that range from a few thousand dollars to multi-million dollar budgets, in addition to hiring and supervising qualified employees, creation, adherence to, and oversight of projects and policies, and understanding and implementing federal, state, and local laws and regulations. Examples of Board members' range and depth of experiences can be found in the biographical sketches that follow later in this proposal.

Recognizing the importance of the Brown Act, OSCIA is a proponent of open government and fully supports the public's participation in a transparent and unbiased process. To this end, one dimension of the Brown Act that OSCIA will abide by will be early and sustained engagement with the County-appointed advisory body responsible for oversight of SOCC. We plan to convene quarterly meetings with the advisory group, keeping them apprised of major activities and our adherence to budget assumptions, and we will seek their counsel on major decisions pertaining to SOCC. Brown Act requirements and methods of implementation will be reviewed during these meetings to ensure full understanding of requirements, and supplementary informational materials describing Brown Act stipulations will be distributed.

## **OSCIA's Community Involvement**

Over the years, the OSCIA has responded to the needs of the community by coordinating local engagement and outreach efforts that have focused on healthcare, health education, employment and training needs of residents, and their relationship with local government. The OSCIA partners with local health clinics and hospitals, for example, to organize an annual health fair at the SOCC that serves as an opportunity for community members to become knowledgeable about current health resources, healthy lifestyle practices, and signs and symptoms of when health interventions are necessary. This has been widely received in the community, and there has been a steady rise in community attendance since its inception with more than 400 residents attending the most recent event in 2015.

Convening's such as health fairs are an integral part of its mission of linking residents to resources, and providing community-based activities for the entire family, as well as for subgroups within the community that have unique needs and interests. The OSCIA also organizes events that focus on community cohesion, which is often done through sponsoring community family days in local parks and recreation areas, such as during Martin Luther King Day, sponsoring an annual Easter egg hunt, and a "Juneteenth" picnic to commemorate the Emancipation Proclamation. The OSCIA utilizes these opportunities to promote multicultural outreach and understanding, as well as serving as venues for anti-violence and anti-gang initiatives. The OSCIA has closely worked with the Greater Oroville Family and Youth Coalition and the Southside Vanguard in the past during these events in that undergirding its commitment to Southside Oroville is an abiding belief that unity and collaboration should be an integral part of any community event, and that the process of joint planning and collaboration produces a better overall product, creating an in depth understanding among diverse groups.

In addition to OSCIA Board member longstanding participation in the community, they are keenly aware of the unmet needs that Southside residents have. According to a 2013 needs assessment by Gary Bess Associates and conducted by community residents in partnership with CSU, Chico social work students, was based on 200 interviews of residents. The study, which was overseen by OSCIA leadership, showed a gap in service availability comparing the Southside community with Butte County. Among prominent indicators are lower socioeconomic status, crime rates, as well as low rates of education attainment. According to the needs assessment, 43.8% of residents live in poverty, which is almost twice as high as Oroville (25.1%) and more than twice the rate for Butte County (19.3%). This socioeconomic circumstance is also present in crime rates in the community. Per 1,000 residents, violent crime was exponentially higher in the Southside Community (47.35/1,000) than in neighboring Oroville neighborhoods (14.02/1,000), and Butte County (4.43/1,000). Property crime was also highest with 85.91 incidents per 1,000 residents in the Southside community, while Oroville (65.03/1,000) and Butte County (30.51/1,000) were far lower. Respondents also reported that illegal drug use (58.0%), homelessness (48.5%), abandoned homes/apartments and vacant lots (48.8%), alcohol abuse (44.8%), and prescription drug abuse (38.0), were “big problems” (on a scale of 1-4) that the community faces.

Education attainment rates are also low in the Southside community. More than one-quarter (26.8%) had less than a high school diploma or GED, and only one-third (35.9%) had graduated from high school or had a GED; only 4.5% of residents had attained a bachelor’s degree. A low education level brings a number of issues to a community, and is associated with high rates of crime, health issues, and with low levels of employment. Only 43% of residents reported having full time employment and 41.5% reported having part time employment. About one-half (51%) of needs assessment respondents reported that they did not have enough funds to adequately cover at least one of four basic needs (i.e., food, clothing, housing, or transportation).

### **Butte County Point In Time (PIT) Census**

According to the 2017 Butte County Homeless Census Point-In-Time (PIT) that was completed on January 25th, 2017, Butte County Housing Authority along with other community organizers were able to survey 1,983 individuals who are currently experiencing homelessness in Butte County. This marks a 76% increase from the 2015 PIT and reflects the largest count captured in the county to date.

Nearly half (47%) of the individuals surveyed (929) met the definition of chronically homeless (which is a combination of time spent homeless and the existence of a disabling condition) implying that individuals and families are remaining homeless for long periods of time, and doing so while trying to manage persistent physical, mental, and/or developmental conditions. These staggering statistics show that many homeless individuals including families do not have adequate access to showers and laundry services.

The OSCIA members have contributed their time and efforts (under the OSCIA banner and privately) to address these concerns through storied careers of community support and engagement. Upon financial support for HOHOW & HOHRC, OSCIA will have enhanced resources to coordinate toward improved community standards of living and access to services that are not readily available to those at the greatest risk.

This commitment to the community that the Board of Directors has shown in their brief biographies is also evidenced by the 25 letters of support received that speak to their capacity to increase their footprint within the Oroville community & beyond through these two endeavors. Many of these support letters are from business owners and prominent members of the Southside and Oroville communities. This represents OSCIA's long history of commitment to community based organizations and businesses, and also its support for grassroots-community owned efforts to improve residents' standard of living.

## **Organizational Components**

### **HOHOW**

HOHOW proposes using sites for Haven of Hope on Wheels that are chosen by the key stakeholders in Butte County to target the greatest areas of need in the County. Haven of Hope on Wheels will provide showers, toilets, laundry services and case management. We also provide hygiene kits and flip flops, and when donated, socks, t-shirts, and sweats.

Our hours of operation for HOHOW will be Mondays – Fridays from 8:00 am to 5:00 pm. This time is divided into 4 hour sessions allowing us provide up to 2 sessions per day. The mobile hygiene shower trailer can give up to 42 showers and 24 loads of laundry per session. HOHOW will utilize a program coordinator, fleet manager, one case manager, one driver and one intake specialist.

### **HOHRC**

The OSCIA intends to maintain their headquarters at Southside Oroville Community Center (2959 Lower Wyandotte Rd., Oroville, CA 95926) but will also have an office located at HOHRC to house both the Resource Center as well as the Administrative side of HOHOW. Day-to-day decision-making will be the responsibility of the on-site management staff, based on policies established by the Board of Directors.

Our programs offered through our Center will be to help the disenfranchised will be counseling, intake & evaluations to help meet the physical, mental & spiritual needs of the men, women & children. We will offer life skills classes, job training & placement & case management services to the unhoused individuals.

Our goal is to hire 7 staff members to run the Resource Center. These staff members include: A Director of the Haven of Hope programs (HOHOW & HOHRC), Director of Nursing, Licensed Clinician, Case Manager, Intake Specialist, Office Manager and a Receptionist. The case management team along with a host of volunteers will assist clients with goal settings, health services, dental care, job training & placement, housing assistance and transportation, as an extension of our services. We do understand that certain job duties will require being HIPA certified & in some cases licensed; therefore, we have policies and procedures in place that will keep both our staff & clients protected. Haven of Hope Resource Center will also collaborate with Butte County to identify & provide services to our community's homeless population.

## **Board of Director's Biographies**

Since 2009, the OSCIA has been a leader in actively organizing and promoting the Southside Community in fulfillment of its mission to engage and promote the health and social well-being of residents. The OSCIA Board of Directors, which serves as a management team, takes leading roles in coordinating social, cultural, and religious community events with a constant focus on community betterment and collaboration across racial, ethnic, and religious, groups, as well as between law enforcement and community members. OSCIA members regularly interact with Southside and Oroville community leaders, including clergy, business owners, elected and appointed officials, and nonprofit and public agency representatives. This has informed OSCIA about Southside Oroville's strengths and challenges. Their brief biographies follow.

## **Board of Director's Biographies:**

### **Kevin Thompson – Board Member / President**

Kevin Thompson has more than 16 years of leadership and management experience. He was formerly associated with American Building Maintenance Corporation, the largest maintenance company in the U.S. His service region spanned from Vallejo to Grass Valley. Mr. Thompson's expertise encompassed daily operations and maintenance of government and state buildings, multiple banks, schools, universities and sport arenas (ARCO/Sleeptrain) and the Toyota Amphitheater in Wheatland. He oversaw 65 employees and had responsibility for maintenance of facilities that ranged in square footage from 10,000 to 250,000 square feet. While on the premises of these large facilities, it was his responsibility to keep the buildings safely functioning within a clean and neat environment. He was acknowledged several times for his strong communication with owners, supervisors and his employees. He also manages and owns several properties in Butte County and the Sacramento area.

As a result of that expertise, Mr. Thompson’s community service is well known in the Oroville community. He is Co-Founder of the Oroville Southside Community Improvement Association and Co-Founder of ‘Beyond the Walls Ministry,’ an outreach community ministry focused on underserved and non-served communities. He has worked with numerous community organizations that include Butte County Public Health, California Family Health, the Hmong Cultural Center, Veterans Administration, Homeless Coalition, Sacramento and Oroville Police Department, and the Sacramento Kings organization.

Mr. Thompson is also the Co-Founder of Southside Vanguard, a community-based organization providing a voice for the voiceless. He also has been associated with the Southside Community Center since its inception and has been an employee of the management team for the past four years. Mr. Thompson is also the Senior Pastor at the Number One Church of God in Christ, in Oroville, a position he has held for the past 12 years.

## **Board of Director’s Biographies**

### **William “Malik” McDaniel – Board Member**

William “Malik” McDaniel resides in Oroville and has been active in community affairs for more than 40 years. In addition to Oroville, he has previous community leadership experience in Stockton, Fairfield, and Richmond. He is dedicated to intervening in the lives of at-risk youth, and he is well known for putting his beliefs into action; often being quoted as saying “education before incarceration.” Mr. McDaniel has an A.A. degree from Marin Junior College and a BA from California State University, Chico. He is on the Board of Sojourner Truth Multicultural Museum, founder of the National Academic Youth Corps, CEO of Davis Smith Learning Institute, and Spiritual Leader of the Inner Faith Spiritual Center. He is retired from State Employment Development Department and the Sacramento Training and Employment Agency as an Employment Specialist. Mr. McDaniel has received a number of awards for his work and dedication working with youth and was nominated for the “Men of Honor” award in November of 2012. In addition to his extensive community work, he is an author and public speaker.

## **Board of Directors Biographies:**

### **Eunice Wallace – Secretary / Board Member**

Eunice Wallace, who is the founding pastor for Chosen Ministries Spiritual Baptist Temple, has been a member of the Gridley and Oroville communities since 2006. Her diverse experiences include employment as a paralegal, substance abuse counselor and military veteran. Ms. Wallace brings a wealth of administrative and legal support knowledge to the Board, and as a retired military veteran with more than 31 years of service, she has in-depth knowledge of the

needs of veterans and their families. Her legal training, military experience, and community-based involvements has informed her about military benefits as well as VA services, wills and estates, housing for homeless veterans, substance abuse, mental health, and education and vocational rehabilitation training programs. Ms. Wallace is also a certified military instructor. Her legal support services have benefited members of the judiciary, law firms, and government legal offices.

## **Board of Directors Biographies:**

### **Caroline Kimathi – Board Member/Treasurer**

Born in Kenya, Caroline has an extensive background in International arenas to include working as an Educator & Cultural Awareness Coordinator in Osaka, Japan to serving as an English Tutor for Hawaii University. Ms. Kimathi also speaks several different languages. She has both an MBA & MPA & has used her educational background most recently in her career as an Administrative Analyst for both Butte County & the State of California Department of Water Resource. She has solid skills to lead, analyze issues and situations systematically to find suitable solutions. With a strong knowledge of Project Management and process improvements she was able to successfully complete a hospital-wide Lean Project aimed at elevating organizational efficiency and strengthening cost control. With an extensive teaching, coaching, and curriculum writing experience & five years of management and supervisory experience, she has served as a great asset to our Board of Directors as our Treasurer

## **Board of Directors Biographies:**

### **Sou Vang – Board Member**

Sou Vang has been a business owner for the past 14 years. He is the founder and President of Edison High School Hmong Club, Hmong National Community liaison at Washington DC., United Hmong of Oroville Board member, Secretary of Hmong Vang Clan of Oroville, and Butte County Democratic Central Committee Budgeted Committee. His educational background includes obtaining a Bachelor of Science Degree in Mechanical Engineering, an accountant concentration at California State University of Chico as well as a Management Degree at the University of Phoenix.

Mr. Vang's desire as a board member is to see OSCIA's projects & programs providing services to the Hmong Community & with his help it is our hope to see this vision move forward.

## **Board of Directors Biographies:**

### **Deborah Thompson – Board Member**

Deborah Thompson has been a business owner in the Oroville and Sacramento area for the past 33 years. She is a graduate of University of California, Davis, in addition to attending Sacramento City College. She is currently working as a certified community liaison on substance abuse, childcare, and mental health services in Butte and neighboring counties. Much of this work has been under the auspices of public health departments and other public and private agencies whose focus is on community engagement and development. She is cofounder of Beyond the Walls Ministry, where she developed nutrition and clothing programs to help the less fortunate. Her expertise includes a deep understanding of community needs and resources. Ms. Thompson is also an ordained minister.

Ms. Thompson brings a wealth of operational knowledge having served as a site manager for the SOCC for two years, and before then she managed the Oroville Southside Resource Center. She also has served as president for a nationwide Women’s Ministry, as an Assistant Supervisor for a Beauty Salon located at JC Penny’s, and went on to manage her own salon in addition to currently having rental properties.

## **Board of Directors Biographies:**

### **Richard Harriman – Legal Counsel**

Richard Harriman’s legal experience includes over forty years of practicing real estate law, including, transactional documentation, litigation, and representation of property owners who acquire, develop, own, and operate single-family and residential rental properties and retail commercial rental properties throughout the Central Valley.

During his professional career, he has served as in-house counsel for Gibraltar Community Builders (1984-85), formerly in Stockton, in which capacity he worked closely with the management team which was charged with the responsibility for the development of commercial real estate and management of single and multi-family residential properties and retail-commercial properties, including without limitation a large shopping center in Mammoth Lakes, California, and numerous apartment complexes and single family units held by the company. In addition, he was responsible for assisting management in the employment and supervision of 72 employees who worked for the company, including oversight of employee related legal issues, construction contract issues, and landlord tenant issues, such as unlawful detainer litigation. He worked from 1989-1997 as outside general counsel for Greenhills Holdings, LLC, in Chowchilla, where his duties involved similar complex real development and

other management issues, including substantial experience interfacing with publicly elected officials. From 1996-2006, he worked as outside general counsel to Kesterson Development involving the development of a 2100-acre mixed use development project in the Rio Mesa Planning Area in southern Madera County. From 1993 to the present, he has worked for private clients in Fresno County as corporate general counsel on all legal and business management issues concerning property acquisition, development, and management.

## **Executive Staff of the OSCIA:**

### **Allen Young – Assistant to President**

Allen Young's career has comprised of working with large IBM computer and information systems. He started after high school graduation as an IBM machine operator, progressing over the years to computer programmer and system analyst to systems programmer and tech support supervisor. His last position was as manager of data processing.

Over a span of 36 years, Mr. Young was mostly employed by large electric utilities companies located in Portland, Oregon and Reno, Nevada. He also worked for two years for Pan American World Airways as a tech support contractor setting up IBM systems for the Navy's Submarine Base Bangor in Bangor Washington.

Mr. Young retired and moved to Oroville in 2000. He is currently involved in city affairs having been appointed as a Parks Commissioner, Arts Commissioner, President of the Bird Cage Theatre, Save Oroville Trees, and an alternate to the Oroville Arts, Culture & Entertainment District Advisory Committee. Mr. Young holds a Bachelor of Science Degree in Business Administration from Portland State University.

Mr. Young ended his career as Manager of Data Processing overseeing a large IBM complex at an electric utility company in Reno, Nevada. He managed a staff of 62, with four supervisors reporting to him, and had responsibility for budgets up to \$5 million each year. While in Reno, he also ran for a period a freelance photography business with large corporate clients such as AT&T, Coldwell-Banker, and the Reno-Hilton Hotel.

## **Executive Staff of the OSCIA:**

### **Keesha Hills – Senior Administrator / Facilities Manager**

Ms. Hills has worked in several administrative capacities over the past 15 years. Her nonprofit and for-profit work has allowed her to develop key skills that prepared her for managing

facilities and providing high-level customer service. Her responsibilities in her current position as Facility Manager for SOCC are to interact with tenants and customers, secure bookings for the center, facilitate and accommodate short and long-term tenant requirements, and carry out general day-to-day administrative duties for SOCC as well as OSCIA.

Ms. Hills has also worked on behalf of community organizations over the past 10 years. She is currently the Church Administrator and Event Coordinator for Faith Temple Ministries Church of God in Christ. She has co-founded a nonprofit group called Pearls of Promise International, which serves at-risk women. These responsibilities have allowed her to develop grant writing skills, as well as managing nonprofit organizations that focus on community development. Ms. Hills studied child development and business administration at California State University, Chico, and has recently graduated from Kingdom School of Ministry with a focus in ministry studies.

## **Financial Capacity for Projects:**

Haven of Hope would like to provide 10 services a week to Butte County in addition to the services that we are providing to the City of Oroville & potentially Chico. The projected annual cost for our first year of operation will be \$148,000. This breaks down to roughly \$308 per session.

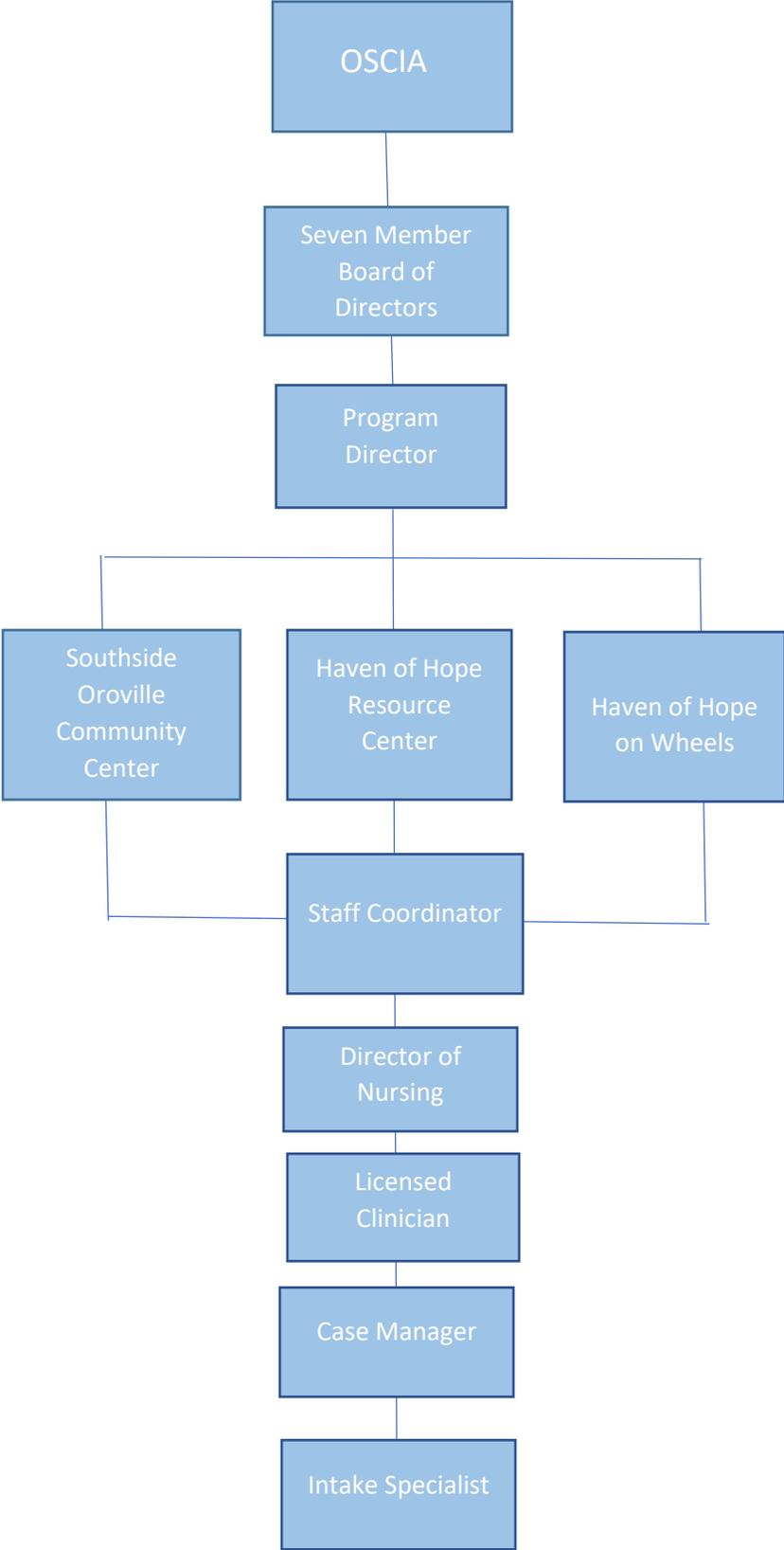
To effectively run our Resource Center, we are looking at an annual cost of \$252,040. This will roughly break down to \$21,000 per month to provide the necessary services at the Center to effectively collaborate with our efforts in outreach through Haven of Hope on Wheels. This number is associated with salaries of staff. Our goals during our first year is to have a solid volunteer staff which would decrease these numbers significantly.

## **Management Systems/Software**

We plan on utilizing two main specific MIS for data collecting & tracking those we serve. Those platforms will be Clarity (currently used by other organizations working with the Butte County Continuum of Care) & Salesforce ([www.salesforce.com](http://www.salesforce.com)).

Financial management will combine the QuickBooks small business system and Microsoft Excel for tracking revenues and expenses, as well as receivables. QuickBooks has a nonprofit module as well as a module for operations comparable to HOHOW & HOHRC. Monthly reports will be presented to the Board of Directors and reviewed by its Finance Committee. As the organization grows and if need arises, the OSCIA will acquire advanced MIS and accounting software.

**Organizational Chart:**



**By-laws**  
**of the**  
**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT**  
**ASSOCIATION, INC.**

**Article 1**  
**Offices**

**Section 1. Principal Office**

The principal office of the corporation is located at 79 Rolling Hills Court, Oroville, California 95966.

**Section 2. Change of Address**

The designation of the county or state of the corporation's principal office may be changed by amendment of these bylaws. The board of directors may change the principal office from one location to another within the named county by noting the changed address and effective date below, and such changes of address shall not be deemed, nor require, an amendment of these bylaws:

**Section 3. Other Offices**

The corporation may also have offices at such other places, within or without its state of incorporation, where it is qualified to do business, as its business and activities may require, and as the board of directors may, from time to time, designate.

**Article 2**  
**Nonprofit Purposes**

**Section 1. IRC Section 501(c)(3) Purposes**

This corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code.

**Section 2. Specific Objectives and Purposes**

The specific purpose of this corporation is to provide Counseling, Transitional Housing, Training, Education, self-empowerment, senior and community development and other needed support services to Veterans, Homeless, Youth and young Adults.

## **Article 3 Directors**

### **Section 1. Number**

The corporation shall have (5) directors and collectively they shall be known as the board of directors.

### **Section 2. Qualifications**

Directors shall be of the age of majority in this state. Other qualifications for directors of this corporation shall be as follows: A college degree or equivalent experience.

### **Section 3. Powers**

Subject to the provisions of the laws of this state and any limitations in the articles of incorporation and these bylaws relating to action required or permitted to be taken or approved by the members, if any, of this corporation, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the board of directors.

### **Section 4. Duties**

It shall be the duty of the directors to:

- a. Perform any and all duties imposed on them collectively or individually by law, by the articles of incorporation, or by these bylaws;
- b. Appoint and remove, employ and discharge, and, except as otherwise provided in these bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents, and employees of the corporation;
- c. Supervise all officers, agents, and employees of the corporation to assure that their duties are performed properly;
- d. Meet at such times and places as required by these bylaws;
- e. Register their addresses with the secretary of the corporation, and notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof.

### **Section 5. Term of Office**

Each director shall hold office for a period of 2 years and until his or her successor is elected and qualifies.

### **Section 6. Compensation**

Directors shall serve without compensation except that a reasonable fee may be paid to directors for attending regular and special meetings of the board. In addition, they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their duties. Any payments to directors shall be approved in advance in accordance with this corporation's conflict of interest policy, as set forth in Article 9 of these bylaws.

### **Section 7. Place Of Meetings**

Meetings shall be held at the principal office of the corporation unless otherwise provided by the board or at such other place as may be designated from time to time by resolution of the board of directors.

### **Section 8. Regular Meetings**

Regular meetings of directors shall be held on the 3rd Monday of each month at 7:00pm., unless such day falls on a legal holiday, in which event the regular meeting shall be held at the same hour and place on the next business day.

Voting for the election of directors shall be by written ballot. Each director shall cast one vote per candidate, and may vote for as many candidates as the number of candidates to be elected to the board. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected to serve on the board.

### **Section 9. Special Meetings**

Special meetings of the board of directors may be called by the chairperson of the board, the president, the vice president, the secretary, by any two directors, or, if different, by the persons specifically authorized under the laws of this state to call special meetings of the board. Such meetings shall be held at the principal office of the corporation or, if different, at the place designated by the person or persons calling the special meeting.

### **Section 10. Notice of Meetings**

Unless otherwise provided by the articles of incorporation, these bylaws, or provisions of law, the following provisions shall govern the giving of notice for meetings of the board of directors:

- a. Regular Meetings.** No notice need be given of any regular meeting of the board of directors.
- b. Special Meetings.** At least one week prior notice shall be given by the secretary of the corporation to each director of each special meeting of the board. Such notice may be oral or written, may be given personally, by first class mail, by telephone or by facsimile machine, and shall state the place, date, and time of the meeting and the matters proposed to be acted upon at the meeting. In the case of facsimile notification, the director to be contacted shall acknowledge personal

receipt of the facsimile notice by a return message or telephone call within twenty-four hours of the first facsimile transmission.

- c. **Waiver of Notice.** Whenever any notice of a meeting is required to be given to any director of this corporation under provisions of the articles of incorporation, these bylaws, or the law of this state, a waiver of notice in writing signed by the director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

### **Section 11. Quorum for Meetings**

A quorum shall consist of 3/4 of the members of the board of directors.

Except as otherwise provided under the articles of incorporation, these bylaws, or provisions of law, no business shall be considered by the board at any meeting at which the required quorum is not present, and the only motion which the chair shall entertain at such meeting is a motion to adjourn.

### **Section 12. Majority Action as Board Action**

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the board of directors, unless the articles of incorporation, these bylaws, or provisions of law require a greater percentage or different voting rules for approval of a matter by the board.

### **Section 13. Conduct of Meetings**

Meetings of the board of directors shall be presided over by the chairperson of the board, or, if no such person has been so designated, or in his or her absence, the president of the corporation, or in his or her absence, by the vice president of the corporation, or in the absence of each of these persons, by a chairperson chosen by a majority of the directors present at the meeting. The secretary of the corporation shall act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting.

Meetings shall be governed by Roberts Rules Of Order, insofar as such rules are not inconsistent with or in conflict with the articles of incorporation, these bylaws or with provisions of law.

### **Section 14. Vacancies**

Vacancies on the board of directors shall exist (1) on the death, resignation, or removal of any director, and (2) whenever the number of authorized directors is increased.

Any director may resign effective upon giving written notice to the chairperson of the board, the president, the secretary, or the board of directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its

affairs, except upon notice to the office of the attorney general or other appropriate agency of this state.

Directors may be removed from office, with or without cause, as permitted by and in accordance with the laws of this state.

Unless otherwise prohibited by the articles of incorporation, these bylaws, or provisions of law, vacancies on the board may be filled by approval of the board of directors. If the number of directors then in office is less than a quorum, a vacancy on the board may be filled by approval of a majority of the directors then in office or by a sole remaining director. A person elected to fill a vacancy on the board shall hold office until the next election of the board of directors or until his or her death, resignation, or removal from office.

### **Section 15. Nonliability of Directors**

The directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

### **Section 16. Indemnification by Corporation of Directors and Officers**

The directors and officers of the corporation shall be indemnified by the corporation to the fullest extent permissible under the laws of this state.

### **Section 17. Insurance For Corporate Agents**

Except as may be otherwise provided under provisions of law, the board of directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a director, officer, employee, or other agent of the corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the articles of incorporation, these bylaws, or provisions of law.

## **Article 4 Officers**

### **Section 1. Designation Of Officers**

The officers of the corporation shall be a president, a vice president, a secretary, and a treasurer. The corporation may also have a chairperson of the board, one or more vice presidents, assistant secretaries, assistant treasurers, and other such officers with such titles as may be determined from time to time by the board of directors.

## **Section 2. Qualifications**

Any person may serve as officer of this corporation.

## **Section 3. Election and Term of Office**

Officers shall be elected by the general body, and each officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

## **Section 4. Removal and Resignation**

Any officer may be removed, either with or without cause, by the board of directors, at any time. Any officer may resign at any time by giving written notice to the board of directors or to the president or secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the board of directors relating to the employment of any officer of the corporation.

## **Section 5. Vacancies**

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the board of directors. In the event of a vacancy in any office other than that of president, such vacancy may be filled temporarily by appointment by the president until such time as the board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

## **Section 6. Duties of President**

The president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be prescribed from time to time by the board of directors. Unless another person is specifically appointed as chairperson of the board of directors, the president shall preside at all meetings of the board of directors and, if this corporation has members, at all meetings of the members. Except as otherwise expressly provided by law, by the articles of incorporation, or by these bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the board of directors.

## **Section 7. Duties of Vice President**

In the absence of the president, or in the event of his or her inability or refusal to act, the vice president shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions on, the president. The vice president shall have other powers and perform such other duties as may be prescribed by law, by the articles of incorporation, or by these bylaws, or as may be prescribed by the board of directors.

## **Section 8. Duties of Secretary**

The secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy, of these bylaws as amended or otherwise altered to date.

Keep at the principal office of the corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

See that all notices are duly given in accordance with the provisions of these bylaws or as required by law.

Be custodian of the records and of the seal of the corporation and affix the seal, as authorized by law or the provisions of these bylaws, to duly executed documents of the corporation.

Keep at the principal office of the corporation a membership book containing the name and address of each and any members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.

Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request therefore, the bylaws, the membership book, and the minutes of the proceedings of the directors of the corporation.

In general, perform all duties incident to the office of secretary and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

## **Section 9. Duties Of Treasurer**

The treasurer shall:

Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors.

Receive, and give receipt for, monies due and payable to the corporation from any source whatsoever.

Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the board of directors, taking proper vouchers for such disbursements.

Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses.

Exhibit at all reasonable times the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request therefore.

Render to the president and directors, whenever requested, an account of any or all of his or her transactions as treasurer and of the financial condition of the corporation.

Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, perform all duties incident to the office of treasurer and such other duties as may be required by law, by the articles of incorporation of the corporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

### **Section 10. Compensation**

The salaries of the officers, if any, shall be fixed from time to time by resolution of the board of directors. In all cases, any salaries received by officers of this corporation shall be reasonable and given in return for services actually rendered to or for the corporation. All officer salaries shall be approved in advance in accordance with this corporation's conflict of interest policy, as set forth in Article 9 of these bylaws.

## **Article 5 Committees**

### **Section 1. Executive Committee**

The board of directors may, by a majority vote of its members, designate an Executive Committee consisting of (3) board members and may delegate to such committee the powers and authority of the board in the management of the business and affairs of the corporation, to the extent permitted, and, except as may otherwise be provided, by provisions of law.

By a majority vote of its members, the board may at any time revoke or modify any or all of the executive committee authority so delegated, increase or decrease but not below two (2) the number of the members of the executive committee, and fill vacancies on the Executive Committee from the members of the board. The executive committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

## **Section 2. Other Committees**

The corporation shall have such other committees as may from time to time be designated by resolution of the board of directors. These committees may consist of persons who are not also members of the board and shall act in an advisory capacity to the board.

## **Section 3. Meetings and Action of Committees**

Meetings and action of committees shall be governed by, noticed, held, and taken in accordance with the provisions of these bylaws concerning meetings of the board of directors, with such changes in the context of such bylaw provisions as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular and special meetings of committees may be fixed by resolution of the board of directors or by the committee. The board of directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these bylaws.

# **Article 6**

## **Execution of Instruments, Deposits, and Funds**

### **Section 1. Execution of Instruments**

The board of directors, except as otherwise provided in these bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

### **Section 2. Checks and Notes**

Except as otherwise specifically determined by resolution of the board of directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed either by the treasurer or president of the corporation. When signed by the treasurer, the document must be countersigned by the President.

### **Section 3. Deposits**

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

#### **Section 4. Gifts**

The board of directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the nonprofit purposes of this corporation.

### **Article 7 Corporate Records, Reports, and Seal**

#### **Section 1. Maintenance of Corporate Records**

The corporation shall keep at its principal office:

- a. Minutes of all meetings of directors, committees of the board, and, if this corporation has members, of all meetings of members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- b. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;
- c. A record of its members, if any, indicating their names and addresses and, if applicable, the class of membership held by each member and the termination date of any membership;
- d. A copy of the corporation's articles of incorporation and bylaws as amended to date, which shall be open to inspection by the members, if any, of the corporation at all reasonable times during office hours.

#### **Section 2. Corporate Seal**

The board of directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

#### **Section 3. Directors' Inspection Rights**

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation, and shall have such other rights to inspect the books, records, and properties of this corporation as may be required under the articles of incorporation, other provisions of these bylaws, and provisions of law.

#### **Section 4. Members' Inspection Rights**

If this corporation has any members, then each and every member shall have the following inspection rights, for a purpose reasonably related to such person's interest as a member:

- a. To inspect and copy the record of all members' names, addresses, and voting rights, at reasonable times, upon written demand on the secretary of the corporation, which demand shall state the purpose for which the inspection rights are requested.
- b. To obtain from the secretary of the corporation, upon written demand on, and payment of a reasonable charge to, the secretary of the corporation, a list of the names, addresses, and voting rights of those members entitled to vote for the election of directors as of the most recent record date for which the list has been compiled or as of the date specified by the member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The membership list shall be made available within a reasonable time after the demand is received by the secretary of the corporation or after the date specified therein as of which the list is to be compiled.
- c. To inspect at any reasonable time the books, records, or minutes of proceedings of the members or of the board or committees of the board, upon written demand on the secretary of the corporation by the member, for a purpose reasonably related to such person's interests as a member.

Members shall have such other rights to inspect the books, records, and properties of this corporation as may be required under the articles of incorporation, other provisions of these bylaws, and provisions of law.

#### **Section 5. Right To Copy And Make Extracts**

Any inspection under the provisions of this article may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

#### **Section 6. Periodic Report**

The board shall cause any annual or periodic report required under law to be prepared and delivered to an office of this state or to the members, if any, of this corporation, to be so prepared and delivered within the time limits set by law.

### **Article 8 IRC 501(c)(3) Tax Exemption Provisions**

#### **Section 1. Limitations on Activities**

No substantial part of the activities of this corporation shall be the carrying on of

propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

Notwithstanding any other provisions of these bylaws, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

## **Section 2. Prohibition Against Private Inurement**

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its members, directors or trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation.

## **Section 3. Distribution of Assets**

Upon the dissolution of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation, shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of this state.

## **Section 4. Private Foundation Requirements and Restrictions**

In any taxable year in which this corporation is a private foundation as described in Section 509(a) of the Internal Revenue Code, the corporation 1) shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the Internal Revenue Code; 2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; 3) shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; 4) shall not make any investments in such manner as to subject the corporation to tax under Section 4944 of the Internal Revenue Code; and 5) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

## **Article 9**

### **Conflict of Interest and Compensation Approval Policies**

#### **Section 1. Purpose of Conflict of Interest Policy**

The purpose of this conflict of interest policy is to protect this tax-exempt corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the corporation or any "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations and which might result in a possible "excess benefit transaction" as defined in Section 4958(c)(1)(A) of the Internal Revenue Code and as amplified by Section 53.4958 of the IRS Regulations. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

#### **Section 2. Definitions**

**a. Interested Person.** Any director, principal officer, member of a committee with governing board delegated powers, or any other person who is a "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations, who has a direct or indirect financial interest, as defined below, is an interested person.

**b. Financial Interest.** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the corporation has a transaction or arrangement,
2. A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement, or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 3, paragraph B, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

#### **Section 3. Conflict of Interest Avoidance Procedures**

**a. Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

**b. Determining Whether a Conflict of Interest Exists.** After disclosure of the financial

interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

**c. Procedures for Addressing the Conflict of Interest.** An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the governing board or committee shall determine whether the corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

**d. Violations of the Conflicts of Interest Policy.** If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **Section 4. Records of Board and Board Committee Proceedings**

The minutes of meetings of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

## **Section 5. Compensation Approval Policies**

A voting member of the governing board who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

When approving compensation for directors, officers and employees, contractors, and any other compensation contract or arrangement, in addition to complying with the conflict of interest requirements and policies contained in the preceding and following sections of this article as well as the preceding paragraphs of this section of this article, the board or a duly constituted compensation committee of the board shall also comply with the following additional requirements and procedures:

- a. the terms of compensation shall be approved by the board or compensation committee prior to the first payment of compensation,
- b. all members of the board or compensation committee who approve compensation arrangements must not have a conflict of interest with respect to the compensation arrangement as specified in IRS Regulation Section 53.4958-6(c)(iii), which generally requires that each board member or committee member approving a compensation arrangement between this organization and a "disqualified person" (as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations):
  1. is not the person who is the subject of the compensation arrangement, or a family member of such person;
  2. is not in an employment relationship subject to the direction or control of the person who is the subject of the compensation arrangement
  3. does not receive compensation or other payments subject to approval by the person who is the subject of the compensation arrangement
  4. has no material financial interest affected by the compensation arrangement; and
  5. does not approve a transaction providing economic benefits to the person who is the subject of the compensation arrangement, who in turn has approved or will approve a transaction providing benefits to the board or committee member.
- c. the board or compensation committee shall obtain and rely upon appropriate data as to comparability prior to approving the terms of compensation. Appropriate data may include the following:

1. compensation levels paid by similarly situated organizations, both taxable and tax-exempt, for functionally comparable positions. "Similarly situated" organizations are those of a similar size, purpose, and with similar resources
2. the availability of similar services in the geographic area of this organization
3. current compensation surveys compiled by independent firms
4. actual written offers from similar institutions competing for the services of the person who is the subject of the compensation arrangement

As allowed by IRS Regulation 4958-6, if this organization has average annual gross receipts (including contributions) for its three prior tax years of less than \$1 million, the board or compensation committee will have obtained and relied upon appropriate data as to comparability if it obtains and relies upon data on compensation paid by three comparable organizations in the same or similar communities for similar services.

- d. the terms of compensation and the basis for approving them shall be recorded in written minutes of the meeting of the board or compensation committee that approved the compensation. Such documentation shall include:
  1. the terms of the compensation arrangement and the date it was approved
  2. the members of the board or compensation committee who were present during debate on the transaction, those who voted on it, and the votes cast by each board or committee member
  3. the comparability data obtained and relied upon and how the data was obtained
  4. If the board or compensation committee determines that reasonable compensation for a specific position in this organization or for providing services under any other compensation arrangement with this organization is higher or lower than the range of comparability data obtained, the board or committee shall record in the minutes of the meeting the basis for its determination.
  5. If the board or committee makes adjustments to comparability data due to geographic area or other specific conditions, these adjustments and the reasons for them shall be recorded in the minutes of the board or committee meeting.
  6. any actions taken with respect to determining if a board or committee member had a conflict of interest with respect to the compensation arrangement, and if so, actions taken to make sure the member with the conflict of interest did not affect or participate in the approval of the transaction (for example, a notation in the records that after a finding of conflict of interest by a member, the member with the conflict of interest was asked to, and did, leave the meeting prior to a discussion of the compensation arrangement and a taking of the votes to approve the

arrangement).

7. The minutes of board or committee meetings at which compensation arrangements are approved must be prepared before the later of the date of the next board or committee meeting or 60 days after the final actions of the board or committee are taken with respect to the approval of the compensation arrangements. The minutes must be reviewed and approved by the board and committee as reasonable, accurate, and complete within a reasonable period thereafter, normally prior to or at the next board or committee meeting following final action on the arrangement by the board or committee.

### **Section 6. Annual Statements**

Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. has received a copy of the conflicts of interest policy,
- b. has read and understands the policy,
- c. has agreed to comply with the policy, and
- d. understands the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

### **Section 7. Periodic Reviews**

To ensure the corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's-length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

### **Section 8. Use of Outside Experts**

When conducting the periodic reviews as provided for in Section 7, the corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

## **Article 10 Amendment of Bylaws**

### **Section 1. Amendment**

Subject to the power of the members, if any, of this corporation to adopt, amend, or repeal the bylaws of this corporation and except as may otherwise be specified under provisions of law, these bylaws, or any of them, may be altered, amended, or repealed and new bylaws adopted by approval of the board of directors.

## **Article 11 Construction and Terms**

If there is any conflict between the provisions of these bylaws and the articles of incorporation of this corporation, the provisions of the articles of incorporation shall govern.

Should any of the provisions or portions of these bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these bylaws shall be unaffected by such holding.

All references in these bylaws to the articles of incorporation shall be to the articles of incorporation, articles of organization, certificate of incorporation, organizational charter, corporate charter, or other founding document of this corporation filed with an office of this state and used to establish the legal existence of this corporation.

All references in these bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986 as amended from time to time, or to corresponding provisions of any future federal tax code.

## **Membership Provisions of the Bylaws of**

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### **Article 12 Members**

#### **Section 1. Determination and Rights of Members**

The corporation shall have only one class of members. No member shall hold more than one membership in the corporation. Except as expressly provided in or authorized by the articles of incorporation, the bylaws of this corporation, or provisions of law, all memberships shall have the same rights, privileges, restrictions, and conditions.

## **Section 2. Qualifications of Members**

The qualifications for membership in this corporation are as follows: 18 years or older.

## **Section 3. Admission of Members**

Applicants shall be admitted to membership when membership application is completed, fees are paid, and approval is given by the Membership Committee

## **Section 4. Fees and Dues**

(a) The following fee shall be charged for making application for membership in the corporation: \$5.

(b) The annual dues payable to the corporation by members shall be \$50.00.

## **Section 5. Number Of Members**

There is no limit on the number of members the corporation may admit.

## **Section 6. Membership Book**

The corporation shall keep a membership book containing the name and address of each member. Termination of the membership of any member shall be recorded in the book, together with the date of termination of such membership. Such book shall be kept at the corporation's principal office.

## **Section 7. Nonliability of Members**

A member of this corporation is not, as such, personally liable for the debts, liabilities, or obligations of the corporation.

## **Section 8. Nontransferability of Memberships**

No member may transfer a membership or any right arising therefrom. All rights of membership cease upon the member's death.

## **Section 9. Termination of Membership**

The membership of a member shall terminate upon the occurrence of any of the following events:

1. Upon his or her notice of such termination delivered to the president or secretary of the corporation personally or by mail, such membership to terminate upon the date of delivery of the notice or date of deposit in the mail.
2. If this corporation has provided for the payment of dues by members, upon a

failure to renew his or her membership by paying dues on or before their due date, such termination to be effective thirty (30) days after a written notification of delinquency is given personally or mailed to such member by the secretary of the corporation. A member may avoid such termination by paying the amount of delinquent dues within a thirty (30) day period following the member's receipt of the written notification of delinquency.

3. After providing the member with reasonable written notice and an opportunity to be heard either orally or in writing, upon a determination by the board of directors that the member has engaged in conduct materially and seriously prejudicial to the interests or purposes of the corporation. Any person expelled from the corporation shall receive a refund of dues already paid for the current dues period.

All rights of a member in the corporation shall cease on termination of membership as herein provided.

## **Article 13**

### **Meetings of Members**

#### **Section 1. Place of Meetings**

Meetings of members shall be held at the principal office of the corporation or at such other place or places as may be designated from time to time by resolution of the board of directors.

#### **Section 2. Regular Meetings**

A regular meeting of members shall be held on the 3rd Monday., for the purpose of electing directors and transacting other business as may come before the meeting. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected. Each voting member shall cast one vote, with voting being by ballot only. The annual meeting of members for the purpose of electing directors shall be deemed a regular meeting.

If the day fixed for a regular meeting falls on a legal holiday, such meeting shall be held at the same hour and place on the next business day.

#### **Section 3. Special Meetings of Members**

Special meetings of the members shall be called by the board of directors, the chairperson of the board, or the president of the corporation, or, if different, by the persons specifically authorized under the laws of this state to call special meetings of the members.

#### **Section 4. Notice of Meetings**

Unless otherwise provided by the articles of incorporation, these bylaws, or provisions of law, notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the corporation, with postage prepaid. Personal notification includes notification by telephone or by facsimile machine, provided however, in the case of facsimile notification, the member to be contacted shall acknowledge personal receipt of the facsimile notice by a return message or telephone call within twenty-four hours of the first facsimile transmission.

The notice of any meeting of members at which directors are to be elected shall also state the names of all those who are nominees or candidates for election to the board at the time notice is given.

Whenever any notice of a meeting is required to be given to any member of this corporation under provisions of the articles of incorporation, these bylaws, or the law of this state, a waiver of notice in writing signed by the member, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

#### **Section 5. Quorum for Meetings**

A quorum shall consist of 3/4 of the voting members of the corporation.

Except as otherwise provided under the articles of incorporation, these bylaws, or provisions of law, no business shall be considered by the members at any meeting at which the required quorum is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn.

#### **Section 6. Majority Action as Membership Action**

Every act or decision done or made by a majority of voting members present in person or by proxy at a duly held meeting at which a quorum is present is the act of the members, unless the articles of incorporation, these bylaws, or provisions of law require a greater number.

#### **Section 7. Voting Rights**

Each member is entitled to one vote on each matter submitted to a vote by the members. Voting at duly held meetings shall be by voice vote. Election of Directors, however, shall be by written ballot.

## **Section 8. Action by Written Ballot**

Except as otherwise provided under the articles of incorporation, these bylaws, or provisions of law, any action which may be taken at any regular or special meeting of members may be taken without a meeting if the corporation distributes a written ballot to each member entitled to vote on the matter. The ballot shall:

1. set forth the proposed action;
2. provide an opportunity to specify approval or disapproval of each proposal;
3. indicate the number of responses needed to meet the quorum requirement and, except for ballots soliciting votes for the election of directors, state the percentage of approvals necessary to pass the measure submitted; and
4. shall specify the date by which the ballot must be received by the corporation in order to be counted. The date set shall afford members a reasonable time within which to return the ballots to the corporation.

Ballots shall be mailed or delivered in the manner required for giving notice of membership meetings as specified in these bylaws.

Approval of action by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Directors may be elected by written ballot. Such ballots for the election of directors shall list the persons nominated at the time the ballots are mailed or delivered.

## **Section 9. Conduct of Meetings**

Meetings of members shall be presided over by the chairperson of the board, or, if there is no chairperson, or in his or her absence, by the president of the corporation or, in his or her absence, by the vice president of the corporation or, in the absence of all of these persons, by a chairperson chosen by a majority of the voting members present at the meeting. The secretary of the corporation shall act as secretary of all meetings of members, provided that, in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting.

Meetings shall be governed by Roberts Rule Of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with the articles of incorporation, these bylaws, or with provisions of law.

## **ADOPTION OF BYLAWS**

We, the undersigned, are all of the initial directors or incorporators of this corporation, and we consent to, and hereby do, adopt the foregoing bylaws, as the bylaws of this corporation.

Dated: 09/06/2009

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KEVIN THOMPSON

CEO

---

EUNICE WALLACE

Secretary

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CAROLINE PAYNE

Treasurer / CFO

# Oroville Southside Community Improvement Association June 2018 Financial Report

County of Butte  
Mary Redding  
Real Property Agent, Senior

## **Re: Southside Oroville Community Center June 2018 Financial Report**

Dear Mary,

Enclosed is your copy of the Balance Sheet, Cash Flow Statement, Income Statement, Accounts Payable and Receivable Report.

**Income:** Total income for the month of June was \$11,893.62. This amount includes \$7,247.72. for tenant rent, \$125 for conference room rent, \$4,000 for multi-purpose room, and \$520.90. in building support fees.

**Expenses:** Nothing unusual this month.

**Balance Sheet:** As of June 30, the balance in the bank account was \$31,620 of which \$14,040.76 represents our sinking fund balance.

**Aged Receivables:** \$6,250.

Please let me know if you have any questions or concerns.

Sincerely,

  
Kevin Thompson

8-8-2018

AY 8/08/2018

**Balance Sheet**

As of June 30, 2018

	<u>Jun 30, 18</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Bank of the West - Operating	10,393.60
Bank of the West - Savings	14,040.76
HoH on Wheels - Checking	6,765.64
HoH on Wheels - Savings	135.00
HoH Resource Center - Checking	100.00
HoH Resource Center - Savings	85.00
Petty Cash	100.00
Total Checking/Savings	<u>31,620.00</u>
Accounts Receivable	
Accounts Receivable	6,250.00
Total Accounts Receivable	<u>6,250.00</u>
Total Current Assets	37,870.00
Fixed Assets	
Furniture and Equipment	18,065.47
Total Fixed Assets	<u>18,065.47</u>
<b>TOTAL ASSETS</b>	<b><u>55,935.47</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	1,099.15
Refundable Deposits	9,775.00
Total Other Current Liabilities	<u>10,874.15</u>
Total Current Liabilities	<u>10,874.15</u>
Total Liabilities	10,874.15
Equity	
Unrestricted Net Assets	35,561.57
Net Income	9,499.75
Total Equity	<u>45,061.32</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>55,935.47</u></b>

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>Jul 17</u>	<u>% of Income</u>	<u>Aug 17</u>	<u>% of Income</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>OPERATING INCOME</b>				
Other Operating Income				
Additional Cleaning Fees	0.00	0.0%	0.00	0.0%
Building Support Fees	520.90	3.26%	520.90	3.53%
Setup & Take Down	0.00	0.0%	0.00	0.0%
<b>Total Other Operating Income</b>	<b>520.90</b>	<b>3.26%</b>	<b>520.90</b>	<b>3.53%</b>
Other Rents				
Conference Room	270.00	1.69%	180.00	1.22%
Multi-Purpose Room	8,000.00	50.04%	6,850.00	46.45%
<b>Total Other Rents</b>	<b>8,270.00</b>	<b>51.72%</b>	<b>7,030.00</b>	<b>47.67%</b>
Tenant Rents & Assessments				
Boys & Girls Club	900.00	5.63%	900.00	6.1%
E-Learning Center	6,047.72	37.83%	6,047.72	41.01%
Oroville Fellowship Church	250.00	1.56%	250.00	1.7%
<b>Total Tenant Rents &amp; Assessments</b>	<b>7,197.72</b>	<b>45.02%</b>	<b>7,197.72</b>	<b>48.8%</b>
<b>Total OPERATING INCOME</b>	<b>15,988.62</b>	<b>100.0%</b>	<b>14,748.62</b>	<b>100.0%</b>
<b>OTHER INCOME</b>				
Donation				
Haven of Hope	0.00	0.0%	0.00	0.0%
Donation - Other	0.00	0.0%	0.00	0.0%
<b>Total Donation</b>	<b>0.00</b>	<b>0.0%</b>	<b>0.00</b>	<b>0.0%</b>
<b>Total OTHER INCOME</b>	<b>0.00</b>	<b>0.0%</b>	<b>0.00</b>	<b>0.0%</b>
<b>Total Income</b>	<b>15,988.62</b>	<b>100.0%</b>	<b>14,748.62</b>	<b>100.0%</b>
<b>Expense</b>				
<b>COMMUNITY SERVICE</b>				
Haven of Hope Expenses				
Advertising	0.00	0.0%	0.00	0.0%
Consulting	0.00	0.0%	0.00	0.0%
Event	0.00	0.0%	0.00	0.0%
Supplies	0.00	0.0%	0.00	0.0%
Website	0.00	0.0%	0.00	0.0%
<b>Total Haven of Hope Expenses</b>	<b>0.00</b>	<b>0.0%</b>	<b>0.00</b>	<b>0.0%</b>
<b>Total COMMUNITY SERVICE</b>	<b>0.00</b>	<b>0.0%</b>	<b>0.00</b>	<b>0.0%</b>
<b>FACILITY EXPENSE</b>				
Cleaning & Janitorial				
Janitorial Service	0.00	0.0%	7,000.00	47.46%
Supplies	567.84	3.55%	630.27	4.27%
<b>Total Cleaning &amp; Janitorial</b>	<b>567.84</b>	<b>3.55%</b>	<b>7,630.27</b>	<b>51.74%</b>
Commercial Kitchen Supplies	0.00	0.0%	0.00	0.0%
Computer Expenses	0.00	0.0%	0.00	0.0%
Conference Room Supplies	0.00	0.0%	0.00	0.0%
Insurance				

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>Jul 17</u>	<u>% of Income</u>	<u>Aug 17</u>	<u>% of Income</u>
Facility	0.00	0.0%	0.00	0.0%
Total Insurance	0.00	0.0%	0.00	0.0%
License, Fees & Certificates	0.00	0.0%	0.00	0.0%
Pest Control	0.00	0.0%	0.00	0.0%
<b>Repairs &amp; Maintenance</b>				
Equipment Repairs	0.00	0.0%	0.00	0.0%
HVAC	0.00	0.0%	567.00	3.84%
Labor	0.00	0.0%	0.00	0.0%
Maintenance	0.00	0.0%	426.59	2.89%
Materials & Supplies	0.00	0.0%	0.00	0.0%
<b>Total Repairs &amp; Maintenance</b>	<b>0.00</b>	<b>0.0%</b>	<b>993.59</b>	<b>6.74%</b>
Setup and Take Down	0.00	0.0%	0.00	0.0%
<b>Utilities</b>				
Telephone	252.46	1.58%	409.02	2.77%
Water	0.00	0.0%	782.51	5.31%
<b>Total Utilities</b>	<b>252.46</b>	<b>1.58%</b>	<b>1,191.53</b>	<b>8.08%</b>
<b>Total FACILITY EXPENSE</b>	<b>820.30</b>	<b>5.13%</b>	<b>9,815.39</b>	<b>66.55%</b>
<b>GENERAL &amp; ADMIN EXPENSES</b>				
Accounting Services	500.00	3.13%	1,000.00	6.78%
Advertising	0.00	0.0%	0.00	0.0%
Bank Charges	0.00	0.0%	0.00	0.0%
<b>Board Meeting Expenses</b>				
Meals & Refreshments	60.00	0.38%	0.00	0.0%
<b>Total Board Meeting Expenses</b>	<b>60.00</b>	<b>0.38%</b>	<b>0.00</b>	<b>0.0%</b>
Clerical & Office Supplies	121.12	0.76%	58.97	0.4%
Consulting	0.00	0.0%	1,800.00	12.21%
Dues & Subscriptions	0.00	0.0%	0.00	0.0%
Filing fees	0.00	0.0%	0.00	0.0%
<b>Insurance</b>				
Worker's Compensation	0.00	0.0%	0.00	0.0%
<b>Total Insurance</b>	<b>0.00</b>	<b>0.0%</b>	<b>0.00</b>	<b>0.0%</b>
Legal Services	0.00	0.0%	0.00	0.0%
Miscellaneous	0.00	0.0%	0.00	0.0%
Payroll Taxes	148.05	0.93%	162.15	1.1%
Postage	49.00	0.31%	0.00	0.0%
Printing	0.00	0.0%	0.00	0.0%
Salaries & Wages	1,260.00	7.88%	1,380.00	9.36%
Training & Education	0.00	0.0%	0.00	0.0%
Travel	0.00	0.0%	0.00	0.0%
Website Domain	0.00	0.0%	0.00	0.0%
Website Hosting	94.80	0.59%	0.00	0.0%
<b>Total GENERAL &amp; ADMIN EXPENSES</b>	<b>2,232.97</b>	<b>13.97%</b>	<b>4,401.12</b>	<b>29.84%</b>
<b>GROUNDS &amp; LANDSCAPING</b>				
Common Area	1,200.00	7.51%	2,400.00	16.27%

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>Jul 17</u>	<u>% of Income</u>	<u>Aug 17</u>	<u>% of Income</u>
Extra Service	1,500.00	9.38%	0.00	0.0%
Sprinklers	155.00	0.97%	0.00	0.0%
<b>Total GROUNDS &amp; LANDSCAPING</b>	<b>2,855.00</b>	<b>17.86%</b>	<b>2,400.00</b>	<b>16.27%</b>
<b>Total Expense</b>	<b>5,908.27</b>	<b>36.95%</b>	<b>16,616.51</b>	<b>112.67%</b>
<b>Net Ordinary Income</b>	<b>10,080.35</b>	<b>63.05%</b>	<b>-1,867.89</b>	<b>-12.67%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Interest Income	0.00	0.0%	0.00	0.0%
<b>Total Other Income</b>	<b>0.00</b>	<b>0.0%</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.0%</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>10,080.35</b>	<b>63.05%</b>	<b>-1,867.89</b>	<b>-12.67%</b>

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>Sep 17</u>	<u>% of Income</u>	<u>Oct 17</u>	<u>% of Income</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>OPERATING INCOME</b>				
<b>Other Operating Income</b>				
Additional Cleaning Fees	851.80	7.85%	0.00	0.0%
Building Support Fees	520.90	4.8%	520.90	3.28%
Setup & Take Down	0.00	0.0%	100.00	0.63%
<b>Total Other Operating Income</b>	<u>1,372.70</u>	<u>12.65%</u>	<u>620.90</u>	<u>3.91%</u>
<b>Other Rents</b>				
Conference Room	280.00	2.58%	60.00	0.38%
Multi-Purpose Room	2,000.00	18.43%	8,250.00	51.96%
<b>Total Other Rents</b>	<u>2,280.00</u>	<u>21.01%</u>	<u>8,310.00</u>	<u>52.34%</u>
<b>Tenant Rents &amp; Assessments</b>				
Boys & Girls Club	900.00	8.3%	900.00	5.67%
E-Learning Center	6,047.72	55.74%	6,047.72	38.09%
Oroville Fellowship Church	250.00	2.3%	0.00	0.0%
<b>Total Tenant Rents &amp; Assessments</b>	<u>7,197.72</u>	<u>66.34%</u>	<u>6,947.72</u>	<u>43.76%</u>
<b>Total OPERATING INCOME</b>	<u>10,850.42</u>	<u>100.0%</u>	<u>15,878.62</u>	<u>100.0%</u>
<b>OTHER INCOME</b>				
<b>Donation</b>				
Haven of Hope	0.00	0.0%	0.00	0.0%
Donation - Other	0.00	0.0%	0.00	0.0%
<b>Total Donation</b>	<u>0.00</u>	<u>0.0%</u>	<u>0.00</u>	<u>0.0%</u>
<b>Total OTHER INCOME</b>	<u>0.00</u>	<u>0.0%</u>	<u>0.00</u>	<u>0.0%</u>
<b>Total Income</b>	<u>10,850.42</u>	<u>100.0%</u>	<u>15,878.62</u>	<u>100.0%</u>
<b>Expense</b>				
<b>COMMUNITY SERVICE</b>				
<b>Haven of Hope Expenses</b>				
Advertising	0.00	0.0%	0.00	0.0%
Consulting	0.00	0.0%	0.00	0.0%
Event	0.00	0.0%	0.00	0.0%
Supplies	0.00	0.0%	0.00	0.0%
Website	0.00	0.0%	0.00	0.0%
<b>Total Haven of Hope Expenses</b>	<u>0.00</u>	<u>0.0%</u>	<u>0.00</u>	<u>0.0%</u>
<b>Total COMMUNITY SERVICE</b>	<u>0.00</u>	<u>0.0%</u>	<u>0.00</u>	<u>0.0%</u>
<b>FACILITY EXPENSE</b>				
<b>Cleaning &amp; Janitorial</b>				
Janitorial Service	3,500.00	32.26%	3,500.00	22.04%
Supplies	385.86	3.56%	0.00	0.0%
<b>Total Cleaning &amp; Janitorial</b>	<u>3,885.86</u>	<u>35.81%</u>	<u>3,500.00</u>	<u>22.04%</u>
Commercial Kitchen Supplies	0.00	0.0%	0.00	0.0%
Computer Expenses	0.00	0.0%	0.00	0.0%
Conference Room Supplies	0.00	0.0%	0.00	0.0%
Insurance				

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>Sep 17</u>	<u>% of Income</u>	<u>Oct 17</u>	<u>% of Income</u>
Facility	0.00	0.0%	0.00	0.0%
Total Insurance	0.00	0.0%	0.00	0.0%
License, Fees & Certificates	0.00	0.0%	0.00	0.0%
Pest Control	65.00	0.6%	0.00	0.0%
Repairs & Maintenance				
Equipment Repairs	779.74	7.19%	0.00	0.0%
HVAC	2,133.08	19.66%	0.00	0.0%
Labor	0.00	0.0%	0.00	0.0%
Maintenance	544.35	5.02%	0.00	0.0%
Materials & Supplies	0.00	0.0%	30.44	0.19%
Total Repairs & Maintenance	3,457.17	31.86%	30.44	0.19%
Setup and Take Down	0.00	0.0%	300.00	1.89%
Utilities				
Telephone	264.58	2.44%	336.56	2.12%
Water	429.17	3.96%	322.74	2.03%
Total Utilities	693.75	6.39%	659.30	4.15%
<b>Total FACILITY EXPENSE</b>	<b>8,101.78</b>	<b>74.67%</b>	<b>4,489.74</b>	<b>28.28%</b>
<b>GENERAL &amp; ADMIN EXPENSES</b>				
Accounting Services	500.00	4.61%	500.00	3.15%
Advertising	75.00	0.69%	0.00	0.0%
Bank Charges	0.00	0.0%	70.00	0.44%
Board Meeting Expenses				
Meals & Refreshments	0.00	0.0%	14.48	0.09%
Total Board Meeting Expenses	0.00	0.0%	14.48	0.09%
Clerical & Office Supplies	149.29	1.38%	13.93	0.09%
Consulting	600.00	5.53%	600.00	3.78%
Dues & Subscriptions	0.00	0.0%	0.00	0.0%
Filing fees	0.00	0.0%	0.00	0.0%
Insurance				
Worker's Compensation	0.00	0.0%	0.00	0.0%
Total Insurance	0.00	0.0%	0.00	0.0%
Legal Services	300.00	2.77%	0.00	0.0%
Miscellaneous	0.00	0.0%	0.00	0.0%
Payroll Taxes	148.05	1.36%	155.10	0.98%
Postage	0.00	0.0%	0.00	0.0%
Printing	149.38	1.38%	21.00	0.13%
Salaries & Wages	1,260.00	11.61%	1,320.00	8.31%
Training & Education	0.00	0.0%	0.00	0.0%
Travel	0.00	0.0%	0.00	0.0%
Website Domain	0.00	0.0%	0.00	0.0%
Website Hosting	74.85	0.69%	0.00	0.0%
<b>Total GENERAL &amp; ADMIN EXPENSES</b>	<b>3,256.57</b>	<b>30.01%</b>	<b>2,694.51</b>	<b>16.97%</b>
<b>GROUNDS &amp; LANDSCAPING</b>				
Common Area	1,200.00	11.06%	1,200.00	7.56%

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>Sep 17</u>	<u>% of Income</u>	<u>Oct 17</u>	<u>% of Income</u>
Extra Service	0.00	0.0%	55.00	0.35%
Sprinklers	660.00	6.08%	170.00	1.07%
<b>Total GROUNDS &amp; LANDSCAPING</b>	<b>1,860.00</b>	<b>17.14%</b>	<b>1,425.00</b>	<b>8.97%</b>
<b>Total Expense</b>	<b>13,218.35</b>	<b>121.82%</b>	<b>8,609.25</b>	<b>54.22%</b>
<b>Net Ordinary Income</b>	<b>-2,367.93</b>	<b>-21.82%</b>	<b>7,269.37</b>	<b>45.78%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Interest Income	0.06	0.0%	0.04	0.0%
<b>Total Other Income</b>	<b>0.06</b>	<b>0.0%</b>	<b>0.04</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.06</b>	<b>0.0%</b>	<b>0.04</b>	<b>0.0%</b>
<b>Net Income</b>	<b>-2,367.87</b>	<b>-21.82%</b>	<b>7,269.41</b>	<b>45.78%</b>

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>Nov 17</u>	<u>% of Income</u>	<u>Dec 17</u>	<u>% of Income</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>OPERATING INCOME</b>				
<b>Other Operating Income</b>				
Additional Cleaning Fees	0.00	0.0%	0.00	0.0%
Building Support Fees	520.90	3.66%	520.90	2.91%
Setup & Take Down	0.00	0.0%	0.00	0.0%
<b>Total Other Operating Income</b>	<u>520.90</u>	<u>3.66%</u>	<u>520.90</u>	<u>2.91%</u>
<b>Other Rents</b>				
Conference Room	0.00	0.0%	30.00	0.17%
Multi-Purpose Room	6,500.00	45.72%	9,900.00	55.31%
<b>Total Other Rents</b>	<u>6,500.00</u>	<u>45.72%</u>	<u>9,930.00</u>	<u>55.48%</u>
<b>Tenant Rents &amp; Assessments</b>				
Boys & Girls Club	900.00	6.33%	900.00	5.03%
E-Learning Center	6,047.72	42.53%	6,047.72	33.79%
Oroville Fellowship Church	250.00	1.76%	250.00	1.4%
<b>Total Tenant Rents &amp; Assessments</b>	<u>7,197.72</u>	<u>50.62%</u>	<u>7,197.72</u>	<u>40.21%</u>
<b>Total OPERATING INCOME</b>	<u>14,218.62</u>	<u>100.0%</u>	<u>17,648.62</u>	<u>98.6%</u>
<b>OTHER INCOME</b>				
<b>Donation</b>				
Haven of Hope	0.00	0.0%	0.00	0.0%
Donation - Other	0.00	0.0%	250.00	1.4%
<b>Total Donation</b>	<u>0.00</u>	<u>0.0%</u>	<u>250.00</u>	<u>1.4%</u>
<b>Total OTHER INCOME</b>	<u>0.00</u>	<u>0.0%</u>	<u>250.00</u>	<u>1.4%</u>
<b>Total Income</b>	<u>14,218.62</u>	<u>100.0%</u>	<u>17,898.62</u>	<u>100.0%</u>
<b>Expense</b>				
<b>COMMUNITY SERVICE</b>				
<b>Haven of Hope Expenses</b>				
Advertising	0.00	0.0%	0.00	0.0%
Consulting	0.00	0.0%	0.00	0.0%
Event	0.00	0.0%	0.00	0.0%
Supplies	0.00	0.0%	0.00	0.0%
Website	0.00	0.0%	0.00	0.0%
<b>Total Haven of Hope Expenses</b>	<u>0.00</u>	<u>0.0%</u>	<u>0.00</u>	<u>0.0%</u>
<b>Total COMMUNITY SERVICE</b>	<u>0.00</u>	<u>0.0%</u>	<u>0.00</u>	<u>0.0%</u>
<b>FACILITY EXPENSE</b>				
<b>Cleaning &amp; Janitorial</b>				
Janitorial Service	3,500.00	24.62%	3,500.00	19.56%
Supplies	1,165.06	8.19%	996.80	5.57%
<b>Total Cleaning &amp; Janitorial</b>	<u>4,665.06</u>	<u>32.81%</u>	<u>4,496.80</u>	<u>25.12%</u>
Commercial Kitchen Supplies	0.00	0.0%	0.00	0.0%
Computer Expenses	0.00	0.0%	0.00	0.0%
Conference Room Supplies	0.00	0.0%	0.00	0.0%
Insurance				

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>Nov 17</u>	<u>% of Income</u>	<u>Dec 17</u>	<u>% of Income</u>
Facility	0.00	0.0%	0.00	0.0%
Total Insurance	0.00	0.0%	0.00	0.0%
License, Fees & Certificates	0.00	0.0%	167.00	0.93%
Pest Control	0.00	0.0%	0.00	0.0%
<b>Repairs &amp; Maintenance</b>				
Equipment Repairs	0.00	0.0%	2,667.00	14.9%
HVAC	0.00	0.0%	0.00	0.0%
Labor	0.00	0.0%	0.00	0.0%
Maintenance	1,783.28	12.54%	0.00	0.0%
Materials & Supplies	0.00	0.0%	0.00	0.0%
<b>Total Repairs &amp; Maintenance</b>	<b>1,783.28</b>	<b>12.54%</b>	<b>2,667.00</b>	<b>14.9%</b>
Setup and Take Down	0.00	0.0%	100.00	0.56%
<b>Utilities</b>				
Telephone	401.35	2.82%	399.38	2.23%
Water	287.91	2.03%	155.26	0.87%
<b>Total Utilities</b>	<b>689.26</b>	<b>4.85%</b>	<b>554.64</b>	<b>3.1%</b>
<b>Total FACILITY EXPENSE</b>	<b>7,137.60</b>	<b>50.2%</b>	<b>7,985.44</b>	<b>44.62%</b>
<b>GENERAL &amp; ADMIN EXPENSES</b>				
Accounting Services	600.00	4.22%	600.00	3.35%
Advertising	0.00	0.0%	0.00	0.0%
Bank Charges	5.00	0.04%	-5.00	-0.03%
<b>Board Meeting Expenses</b>				
Meals & Refreshments	0.00	0.0%	0.00	0.0%
<b>Total Board Meeting Expenses</b>	<b>0.00</b>	<b>0.0%</b>	<b>0.00</b>	<b>0.0%</b>
Clerical & Office Supplies	0.00	0.0%	384.59	2.15%
Consulting	600.00	4.22%	600.00	3.35%
Dues & Subscriptions	19.99	0.14%	5.24	0.03%
Filing fees	0.00	0.0%	0.00	0.0%
<b>Insurance</b>				
Worker's Compensation	0.00	0.0%	0.00	0.0%
<b>Total Insurance</b>	<b>0.00</b>	<b>0.0%</b>	<b>0.00</b>	<b>0.0%</b>
Legal Services	0.00	0.0%	200.00	1.12%
Miscellaneous	0.00	0.0%	0.00	0.0%
Payroll Taxes	126.61	0.89%	107.86	0.6%
Postage	0.00	0.0%	0.00	0.0%
Printing	144.79	1.02%	0.00	0.0%
Salaries & Wages	1,376.25	9.68%	1,410.00	7.88%
Training & Education	0.00	0.0%	0.00	0.0%
Travel	0.00	0.0%	85.73	0.48%
Website Domain	0.00	0.0%	0.00	0.0%
Website Hosting	0.00	0.0%	0.00	0.0%
<b>Total GENERAL &amp; ADMIN EXPENSES</b>	<b>2,872.64</b>	<b>20.2%</b>	<b>3,388.42</b>	<b>18.93%</b>
<b>GROUNDS &amp; LANDSCAPING</b>				
Common Area	1,200.00	8.44%	1,200.00	6.7%

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>Nov 17</u>	<u>% of Income</u>	<u>Dec 17</u>	<u>% of Income</u>
Extra Service	0.00	0.0%	0.00	0.0%
Sprinklers	0.00	0.0%	0.00	0.0%
<b>Total GROUNDS &amp; LANDSCAPING</b>	<b>1,200.00</b>	<b>8.44%</b>	<b>1,200.00</b>	<b>6.7%</b>
<b>Total Expense</b>	<b>11,210.24</b>	<b>78.84%</b>	<b>12,573.86</b>	<b>70.25%</b>
<b>Net Ordinary Income</b>	<b>3,008.38</b>	<b>21.16%</b>	<b>5,324.76</b>	<b>29.75%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Interest Income	0.05	0.0%	0.06	0.0%
<b>Total Other Income</b>	<b>0.05</b>	<b>0.0%</b>	<b>0.06</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.05</b>	<b>0.0%</b>	<b>0.06</b>	<b>0.0%</b>
<b>Net Income</b>	<b><u>3,008.43</u></b>	<b><u>21.16%</u></b>	<b><u>5,324.82</u></b>	<b><u>29.75%</u></b>

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>Jan 18</u>	<u>% of Income</u>	<u>Feb 18</u>	<u>% of Income</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>OPERATING INCOME</b>				
<b>Other Operating Income</b>				
Additional Cleaning Fees	0.00	0.0%	0.00	0.0%
Building Support Fees	520.90	5.55%	520.90	4.84%
Setup & Take Down	175.00	1.86%	-100.00	-0.93%
<b>Total Other Operating Income</b>	<u>695.90</u>	<u>7.41%</u>	<u>420.90</u>	<u>3.91%</u>
<b>Other Rents</b>				
Conference Room	0.00	0.0%	100.00	0.93%
Multi-Purpose Room	1,450.00	15.44%	3,000.00	27.86%
<b>Total Other Rents</b>	<u>1,450.00</u>	<u>15.44%</u>	<u>3,100.00</u>	<u>28.79%</u>
<b>Tenant Rents &amp; Assessments</b>				
Boys & Girls Club	900.00	9.58%	900.00	8.36%
E-Learning Center	6,047.72	64.38%	6,047.72	56.16%
Oroville Fellowship Church	300.00	3.19%	300.00	2.79%
<b>Total Tenant Rents &amp; Assessments</b>	<u>7,247.72</u>	<u>77.16%</u>	<u>7,247.72</u>	<u>67.3%</u>
<b>Total OPERATING INCOME</b>	<u>9,393.62</u>	<u>100.0%</u>	<u>10,768.62</u>	<u>100.0%</u>
<b>OTHER INCOME</b>				
<b>Donation</b>				
Haven of Hope	0.00	0.0%	0.00	0.0%
Donation - Other	0.00	0.0%	0.00	0.0%
<b>Total Donation</b>	<u>0.00</u>	<u>0.0%</u>	<u>0.00</u>	<u>0.0%</u>
<b>Total OTHER INCOME</b>	<u>0.00</u>	<u>0.0%</u>	<u>0.00</u>	<u>0.0%</u>
<b>Total Income</b>	<u>9,393.62</u>	<u>100.0%</u>	<u>10,768.62</u>	<u>100.0%</u>
<b>Expense</b>				
<b>COMMUNITY SERVICE</b>				
<b>Haven of Hope Expenses</b>				
Advertising	0.00	0.0%	0.00	0.0%
Consulting	0.00	0.0%	0.00	0.0%
Event	0.00	0.0%	0.00	0.0%
Supplies	0.00	0.0%	0.00	0.0%
Website	1,750.00	18.63%	0.00	0.0%
<b>Total Haven of Hope Expenses</b>	<u>1,750.00</u>	<u>18.63%</u>	<u>0.00</u>	<u>0.0%</u>
<b>Total COMMUNITY SERVICE</b>	<u>1,750.00</u>	<u>18.63%</u>	<u>0.00</u>	<u>0.0%</u>
<b>FACILITY EXPENSE</b>				
<b>Cleaning &amp; Janitorial</b>				
Janitorial Service	3,500.00	37.26%	3,500.00	32.5%
Supplies	681.57	7.26%	0.00	0.0%
<b>Total Cleaning &amp; Janitorial</b>	<u>4,181.57</u>	<u>44.52%</u>	<u>3,500.00</u>	<u>32.5%</u>
Commercial Kitchen Supplies	0.00	0.0%	0.00	0.0%
Computer Expenses	0.00	0.0%	62.19	0.58%
Conference Room Supplies	0.00	0.0%	103.98	0.97%
Insurance				

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>Jan 18</u>	<u>% of Income</u>	<u>Feb 18</u>	<u>% of Income</u>
Facility	0.00	0.0%	0.00	0.0%
Total Insurance	0.00	0.0%	0.00	0.0%
License, Fees & Certificates	0.00	0.0%	0.00	0.0%
Pest Control	0.00	0.0%	0.00	0.0%
<b>Repairs &amp; Maintenance</b>				
Equipment Repairs	85.00	0.91%	660.00	6.13%
HVAC	0.00	0.0%	0.00	0.0%
Labor	0.00	0.0%	0.00	0.0%
Maintenance	0.00	0.0%	0.00	0.0%
Materials & Supplies	0.00	0.0%	0.00	0.0%
Total Repairs & Maintenance	85.00	0.91%	660.00	6.13%
Setup and Take Down	0.00	0.0%	0.00	0.0%
<b>Utilities</b>				
Telephone	477.16	5.08%	289.19	2.69%
Water	141.15	1.5%	145.56	1.35%
Total Utilities	618.31	6.58%	434.75	4.04%
<b>Total FACILITY EXPENSE</b>	4,884.88	52.0%	4,760.92	44.21%
<b>GENERAL &amp; ADMIN EXPENSES</b>				
Accounting Services	600.00	6.39%	600.00	5.57%
Advertising	0.00	0.0%	0.00	0.0%
Bank Charges	0.00	0.0%	2.50	0.02%
<b>Board Meeting Expenses</b>				
Meals & Refreshments	207.71	2.21%	43.37	0.4%
Total Board Meeting Expenses	207.71	2.21%	43.37	0.4%
Clerical & Office Supplies	429.00	4.57%	64.35	0.6%
Consulting	600.00	6.39%	1,100.00	10.22%
Dues & Subscriptions	0.00	0.0%	44.92	0.42%
Filing fees	0.00	0.0%	52.50	0.49%
<b>Insurance</b>				
Worker's Compensation	0.00	0.0%	0.00	0.0%
Total Insurance	0.00	0.0%	0.00	0.0%
Legal Services	0.00	0.0%	200.00	1.86%
Miscellaneous	37.44	0.4%	0.00	0.0%
Payroll Taxes	169.21	1.8%	141.00	1.31%
Postage	0.00	0.0%	0.00	0.0%
Printing	44.29	0.47%	119.69	1.11%
Salaries & Wages	1,440.00	15.33%	1,200.00	11.14%
Training & Education	65.00	0.69%	0.00	0.0%
Travel	0.00	0.0%	8.03	0.08%
Website Domain	101.64	1.08%	0.00	0.0%
Website Hosting	0.00	0.0%	0.00	0.0%
<b>Total GENERAL &amp; ADMIN EXPENSES</b>	3,694.29	39.33%	3,576.36	33.21%
<b>GROUNDS &amp; LANDSCAPING</b>				
Common Area	1,200.00	12.78%	0.00	0.0%

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>Jan 18</u>	<u>% of Income</u>	<u>Feb 18</u>	<u>% of Income</u>
Extra Service	0.00	0.0%	490.00	4.55%
Sprinklers	0.00	0.0%	0.00	0.0%
<b>Total GROUNDS &amp; LANDSCAPING</b>	<b>1,200.00</b>	<b>12.78%</b>	<b>490.00</b>	<b>4.55%</b>
<b>Total Expense</b>	<b>11,529.17</b>	<b>122.73%</b>	<b>8,827.28</b>	<b>81.97%</b>
<b>Net Ordinary Income</b>	<b>-2,135.55</b>	<b>-22.73%</b>	<b>1,941.34</b>	<b>18.03%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Interest Income	0.07	0.0%	0.07	0.0%
<b>Total Other Income</b>	<b>0.07</b>	<b>0.0%</b>	<b>0.07</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.07</b>	<b>0.0%</b>	<b>0.07</b>	<b>0.0%</b>
<b>Net Income</b>	<b>-2,135.48</b>	<b>-22.73%</b>	<b>1,941.41</b>	<b>18.03%</b>

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>Mar 18</u>	<u>% of Income</u>	<u>Apr 18</u>	<u>% of Income</u>
Ordinary Income/Expense				
Income				
<b>OPERATING INCOME</b>				
Other Operating Income				
Additional Cleaning Fees	0.00	0.0%	0.00	0.0%
Building Support Fees	916.80	3.99%	125.00	1.32%
Setup & Take Down	225.00	0.98%	0.00	0.0%
<b>Total Other Operating Income</b>	<u>1,141.80</u>	<u>4.97%</u>	<u>125.00</u>	<u>1.32%</u>
Other Rents				
Conference Room	130.00	0.57%	0.00	0.0%
Multi-Purpose Room	7,325.00	31.86%	8,400.00	88.65%
<b>Total Other Rents</b>	<u>7,455.00</u>	<u>32.42%</u>	<u>8,400.00</u>	<u>88.65%</u>
Tenant Rents & Assessments				
Boys & Girls Club	900.00	3.91%	900.00	9.5%
E-Learning Center	12,095.44	52.61%	0.00	0.0%
Oroville Fellowship Church	600.00	2.61%	0.00	0.0%
<b>Total Tenant Rents &amp; Assessments</b>	<u>13,595.44</u>	<u>59.13%</u>	<u>900.00</u>	<u>9.5%</u>
<b>Total OPERATING INCOME</b>	<u>22,192.24</u>	<u>96.52%</u>	<u>9,425.00</u>	<u>99.47%</u>
<b>OTHER INCOME</b>				
Donation				
Haven of Hope	400.00	1.74%	50.00	0.53%
Donation - Other	400.00	1.74%	0.00	0.0%
<b>Total Donation</b>	<u>800.00</u>	<u>3.48%</u>	<u>50.00</u>	<u>0.53%</u>
<b>Total OTHER INCOME</b>	<u>800.00</u>	<u>3.48%</u>	<u>50.00</u>	<u>0.53%</u>
<b>Total Income</b>	<u>22,992.24</u>	<u>100.0%</u>	<u>9,475.00</u>	<u>100.0%</u>
Expense				
<b>COMMUNITY SERVICE</b>				
Haven of Hope Expenses				
Advertising	58.50	0.25%	0.00	0.0%
Consulting	0.00	0.0%	0.00	0.0%
Event	0.00	0.0%	0.00	0.0%
Supplies	168.18	0.73%	46.87	0.5%
Website	1,750.00	7.61%	0.00	0.0%
<b>Total Haven of Hope Expenses</b>	<u>1,976.68</u>	<u>8.6%</u>	<u>46.87</u>	<u>0.5%</u>
<b>Total COMMUNITY SERVICE</b>	<u>1,976.68</u>	<u>8.6%</u>	<u>46.87</u>	<u>0.5%</u>
<b>FACILITY EXPENSE</b>				
Cleaning & Janitorial				
Janitorial Service	3,500.00	15.22%	3,500.00	36.94%
Supplies	0.00	0.0%	937.98	9.9%
<b>Total Cleaning &amp; Janitorial</b>	<u>3,500.00</u>	<u>15.22%</u>	<u>4,437.98</u>	<u>46.84%</u>
Commercial Kitchen Supplies	25.99	0.11%	0.00	0.0%
Computer Expenses	0.00	0.0%	0.00	0.0%
Conference Room Supplies	0.00	0.0%	0.00	0.0%
Insurance				

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>Mar 18</u>	<u>% of Income</u>	<u>Apr 18</u>	<u>% of Income</u>
Facility	0.00	0.0%	0.00	0.0%
Total Insurance	0.00	0.0%	0.00	0.0%
License, Fees & Certificates	0.00	0.0%	0.00	0.0%
Pest Control	0.00	0.0%	0.00	0.0%
Repairs & Maintenance				
Equipment Repairs	1,223.46	5.32%	110.00	1.16%
HVAC	0.00	0.0%	0.00	0.0%
Labor	0.00	0.0%	60.00	0.63%
Maintenance	0.00	0.0%	0.00	0.0%
Materials & Supplies	437.24	1.9%	24.66	0.26%
Total Repairs & Maintenance	1,660.70	7.22%	194.66	2.05%
Setup and Take Down	0.00	0.0%	200.00	2.11%
Utilities				
Telephone	388.76	1.69%	454.61	4.8%
Water	146.88	0.64%	165.85	1.75%
Total Utilities	535.64	2.33%	620.46	6.55%
<b>Total FACILITY EXPENSE</b>	<b>5,722.33</b>	<b>24.89%</b>	<b>5,453.10</b>	<b>57.55%</b>
<b>GENERAL &amp; ADMIN EXPENSES</b>				
Accounting Services	600.00	2.61%	600.00	6.33%
Advertising	120.00	0.52%	589.88	6.23%
Bank Charges	2.50	0.01%	2.50	0.03%
Board Meeting Expenses				
Meals & Refreshments	48.41	0.21%	0.00	0.0%
Total Board Meeting Expenses	48.41	0.21%	0.00	0.0%
Clerical & Office Supplies	44.90	0.2%	93.36	0.99%
Consulting	600.00	2.61%	600.00	6.33%
Dues & Subscriptions	1.98	0.01%	-37.97	-0.4%
Filing fees	52.50	0.23%	0.00	0.0%
Insurance				
Worker's Compensation	0.00	0.0%	0.00	0.0%
Total Insurance	0.00	0.0%	0.00	0.0%
Legal Services	100.00	0.44%	100.00	1.06%
Miscellaneous	109.18	0.48%	0.00	0.0%
Payroll Taxes	157.76	0.69%	153.35	1.62%
Postage	0.00	0.0%	0.00	0.0%
Printing	0.00	0.0%	0.00	0.0%
Salaries & Wages	1,342.50	5.84%	1,305.00	13.77%
Training & Education	0.00	0.0%	0.00	0.0%
Travel	0.00	0.0%	0.00	0.0%
Website Domain	47.04	0.21%	0.00	0.0%
Website Hosting	149.70	0.65%	0.00	0.0%
<b>Total GENERAL &amp; ADMIN EXPENSES</b>	<b>3,376.47</b>	<b>14.69%</b>	<b>3,406.12</b>	<b>35.95%</b>
<b>GROUNDS &amp; LANDSCAPING</b>				
Common Area	1,200.00	5.22%	1,200.00	12.67%

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>Mar 18</u>	<u>% of Income</u>	<u>Apr 18</u>	<u>% of Income</u>
Extra Service	0.00	0.0%	0.00	0.0%
Sprinklers	0.00	0.0%	0.00	0.0%
<b>Total GROUNDS &amp; LANDSCAPING</b>	<b>1,200.00</b>	<b>5.22%</b>	<b>1,200.00</b>	<b>12.67%</b>
<b>Total Expense</b>	<b>12,275.48</b>	<b>53.39%</b>	<b>10,106.09</b>	<b>106.66%</b>
<b>Net Ordinary Income</b>	<b>10,716.76</b>	<b>46.61%</b>	<b>-631.09</b>	<b>-6.66%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Interest Income	0.09	0.0%	0.10	0.0%
<b>Total Other Income</b>	<b>0.09</b>	<b>0.0%</b>	<b>0.10</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.09</b>	<b>0.0%</b>	<b>0.10</b>	<b>0.0%</b>
<b>Net Income</b>	<b><u>10,716.85</u></b>	<b><u>46.61%</u></b>	<b><u>-630.99</u></b>	<b><u>-6.66%</u></b>

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>May 18</u>	<u>% of Income</u>	<u>Jun 18</u>	<u>% of Income</u>
Ordinary Income/Expense				
Income				
<b>OPERATING INCOME</b>				
Other Operating Income				
Additional Cleaning Fees	0.00	0.0%	0.00	0.0%
Building Support Fees	520.90	2.97%	520.90	4.38%
Setup & Take Down	0.00	0.0%	0.00	0.0%
<b>Total Other Operating Income</b>	<u>520.90</u>	<u>2.97%</u>	<u>520.90</u>	<u>4.38%</u>
Other Rents				
Conference Room	285.00	1.63%	125.00	1.05%
Multi-Purpose Room	2,800.00	15.98%	4,000.00	33.63%
<b>Total Other Rents</b>	<u>3,085.00</u>	<u>17.61%</u>	<u>4,125.00</u>	<u>34.68%</u>
Tenant Rents & Assessments				
Boys & Girls Club	900.00	5.14%	900.00	7.57%
E-Learning Center	6,047.72	34.52%	6,047.72	50.85%
Oroville Fellowship Church	300.00	1.71%	300.00	2.52%
<b>Total Tenant Rents &amp; Assessments</b>	<u>7,247.72</u>	<u>41.37%</u>	<u>7,247.72</u>	<u>60.94%</u>
<b>Total OPERATING INCOME</b>	<u>10,853.62</u>	<u>61.95%</u>	<u>11,893.62</u>	<u>100.0%</u>
<b>OTHER INCOME</b>				
Donation				
Haven of Hope	6,665.64	38.05%	0.00	0.0%
Donation - Other	0.00	0.0%	0.00	0.0%
<b>Total Donation</b>	<u>6,665.64</u>	<u>38.05%</u>	<u>0.00</u>	<u>0.0%</u>
<b>Total OTHER INCOME</b>	<u>6,665.64</u>	<u>38.05%</u>	<u>0.00</u>	<u>0.0%</u>
<b>Total Income</b>	<u>17,519.26</u>	<u>100.0%</u>	<u>11,893.62</u>	<u>100.0%</u>
Expense				
<b>COMMUNITY SERVICE</b>				
Haven of Hope Expenses				
Advertising	183.08	1.05%	0.00	0.0%
Consulting	1,800.00	10.27%	0.00	0.0%
Event	888.06	5.07%	0.00	0.0%
Supplies	626.19	3.57%	1,612.17	13.56%
Website	0.00	0.0%	0.00	0.0%
<b>Total Haven of Hope Expenses</b>	<u>3,497.33</u>	<u>19.96%</u>	<u>1,612.17</u>	<u>13.56%</u>
<b>Total COMMUNITY SERVICE</b>	<u>3,497.33</u>	<u>19.96%</u>	<u>1,612.17</u>	<u>13.56%</u>
<b>FACILITY EXPENSE</b>				
Cleaning & Janitorial				
Janitorial Service	3,500.00	19.98%	3,500.00	29.43%
Supplies	661.58	3.78%	123.67	1.04%
<b>Total Cleaning &amp; Janitorial</b>	<u>4,161.58</u>	<u>23.75%</u>	<u>3,623.67</u>	<u>30.47%</u>
Commercial Kitchen Supplies	142.97	0.82%	0.00	0.0%
Computer Expenses	0.00	0.0%	0.00	0.0%
Conference Room Supplies	85.79	0.49%	0.00	0.0%
Insurance				

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>May 18</u>	<u>% of Income</u>	<u>Jun 18</u>	<u>% of Income</u>
Facility	0.00	0.0%	1,215.95	10.22%
Total Insurance	0.00	0.0%	1,215.95	10.22%
License, Fees & Certificates	0.00	0.0%	0.00	0.0%
Pest Control	0.00	0.0%	0.00	0.0%
Repairs & Maintenance				
Equipment Repairs	0.00	0.0%	0.00	0.0%
HVAC	0.00	0.0%	0.00	0.0%
Labor	0.00	0.0%	0.00	0.0%
Maintenance	700.00	4.0%	0.00	0.0%
Materials & Supplies	0.00	0.0%	25.81	0.22%
Total Repairs & Maintenance	700.00	4.0%	25.81	0.22%
Setup and Take Down	300.00	1.71%	0.00	0.0%
Utilities				
Telephone	365.80	2.09%	165.48	1.39%
Water	235.18	1.34%	332.50	2.8%
Total Utilities	600.98	3.43%	497.98	4.19%
Total FACILITY EXPENSE	5,991.32	34.2%	5,363.41	45.1%
<b>GENERAL &amp; ADMIN EXPENSES</b>				
Accounting Services	600.00	3.43%	600.00	5.05%
Advertising	200.00	1.14%	0.00	0.0%
Bank Charges	7.50	0.04%	30.00	0.25%
Board Meeting Expenses				
Meals & Refreshments	26.25	0.15%	88.28	0.74%
Total Board Meeting Expenses	26.25	0.15%	88.28	0.74%
Clerical & Office Supplies	353.45	2.02%	192.95	1.62%
Consulting	600.00	3.43%	600.00	5.05%
Dues & Subscriptions	1.98	0.01%	6.97	0.06%
Filing fees	0.00	0.0%	0.00	0.0%
Insurance				
Worker's Compensation	397.00	2.27%	0.00	0.0%
Total Insurance	397.00	2.27%	0.00	0.0%
Legal Services	100.00	0.57%	0.00	0.0%
Miscellaneous	0.00	0.0%	0.00	0.0%
Payroll Taxes	217.10	1.24%	160.65	1.35%
Postage	0.00	0.0%	0.00	0.0%
Printing	0.00	0.0%	0.00	0.0%
Salaries & Wages	1,920.00	10.96%	2,100.00	17.66%
Training & Education	0.00	0.0%	0.00	0.0%
Travel	0.00	0.0%	0.00	0.0%
Website Domain	0.00	0.0%	0.00	0.0%
Website Hosting	0.00	0.0%	59.85	0.5%
Total GENERAL & ADMIN EXPENSES	4,423.28	25.25%	3,838.70	32.28%
<b>GROUNDS &amp; LANDSCAPING</b>				
Common Area	1,258.93	7.19%	2,400.00	20.18%

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

	<u>May 18</u>	<u>% of Income</u>	<u>Jun 18</u>	<u>% of Income</u>
Extra Service	0.00	0.0%	1,420.00	11.94%
Sprinklers	0.00	0.0%	0.00	0.0%
<b>Total GROUNDS &amp; LANDSCAPING</b>	<b>1,258.93</b>	<b>7.19%</b>	<b>3,820.00</b>	<b>32.12%</b>
<b>Total Expense</b>	<b>15,170.86</b>	<b>86.6%</b>	<b>14,634.28</b>	<b>123.04%</b>
<b>Net Ordinary Income</b>	<b>2,348.40</b>	<b>13.41%</b>	<b>-2,740.66</b>	<b>-23.04%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Interest Income	0.11	0.0%	0.11	0.0%
<b>Total Other Income</b>	<b>0.11</b>	<b>0.0%</b>	<b>0.11</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.11</b>	<b>0.0%</b>	<b>0.11</b>	<b>0.0%</b>
<b>Net Income</b>	<b><u>2,348.51</u></b>	<b><u>13.41%</u></b>	<b><u>-2,740.55</u></b>	<b><u>-23.04%</u></b>

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

TOTAL

	<u>Jul '17 - Jun 18</u>	<u>% of Income</u>
Ordinary Income/Expense		
Income		
<b>OPERATING INCOME</b>		
Other Operating Income		
Additional Cleaning Fees	851.80	0.5%
Building Support Fees	6,250.80	3.64%
Setup & Take Down	400.00	0.23%
Total Other Operating Income	<u>7,502.60</u>	<u>4.37%</u>
Other Rents		
Conference Room	1,460.00	0.85%
Multi-Purpose Room	68,475.00	39.9%
Total Other Rents	<u>69,935.00</u>	<u>40.75%</u>
Tenant Rents & Assessments		
Boys & Girls Club	10,800.00	6.29%
E-Learning Center	72,572.64	42.29%
Oroville Fellowship Church	3,050.00	1.78%
Total Tenant Rents & Assessments	<u>86,422.64</u>	<u>50.36%</u>
<b>Total OPERATING INCOME</b>	<u>163,860.24</u>	<u>95.48%</u>
<b>OTHER INCOME</b>		
Donation		
Haven of Hope	7,115.64	4.15%
Donation - Other	650.00	0.38%
Total Donation	<u>7,765.64</u>	<u>4.53%</u>
<b>Total OTHER INCOME</b>	<u>7,765.64</u>	<u>4.53%</u>
<b>Total Income</b>	<u>171,625.88</u>	<u>100.0%</u>
Expense		
<b>COMMUNITY SERVICE</b>		
Haven of Hope Expenses		
Advertising	241.58	0.14%
Consulting	1,800.00	1.05%
Event	888.06	0.52%
Supplies	2,453.41	1.43%
Website	3,500.00	2.04%
Total Haven of Hope Expenses	<u>8,883.05</u>	<u>5.18%</u>
<b>Total COMMUNITY SERVICE</b>	<u>8,883.05</u>	<u>5.18%</u>
<b>FACILITY EXPENSE</b>		
Cleaning & Janitorial		
Janitorial Service	42,000.00	24.47%
Supplies	6,150.63	3.58%
Total Cleaning & Janitorial	<u>48,150.63</u>	<u>28.06%</u>
Commercial Kitchen Supplies	168.96	0.1%
Computer Expenses	62.19	0.04%
Conference Room Supplies	189.77	0.11%
Insurance		

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

TOTAL

	Jul '17 - Jun 18	% of Income
Facility	1,215.95	0.71%
Total Insurance	1,215.95	0.71%
License, Fees & Certificates	167.00	0.1%
Pest Control	65.00	0.04%
<b>Repairs &amp; Maintenance</b>		
Equipment Repairs	5,525.20	3.22%
HVAC	2,700.08	1.57%
Labor	60.00	0.04%
Maintenance	3,454.22	2.01%
Materials & Supplies	518.15	0.3%
Total Repairs & Maintenance	12,257.65	7.14%
Setup and Take Down	900.00	0.52%
<b>Utilities</b>		
Telephone	4,204.35	2.45%
Water	3,144.71	1.83%
Total Utilities	7,349.06	4.28%
<b>Total FACILITY EXPENSE</b>	70,526.21	41.09%
<b>GENERAL &amp; ADMIN EXPENSES</b>		
Accounting Services	7,300.00	4.25%
Advertising	984.88	0.57%
Bank Charges	115.00	0.07%
<b>Board Meeting Expenses</b>		
Meals & Refreshments	488.50	0.29%
Total Board Meeting Expenses	488.50	0.29%
Clerical & Office Supplies	1,905.91	1.11%
Consulting	8,300.00	4.84%
Dues & Subscriptions	43.11	0.03%
Filing fees	105.00	0.06%
<b>Insurance</b>		
Worker's Compensation	397.00	0.23%
Total Insurance	397.00	0.23%
Legal Services	1,000.00	0.58%
Miscellaneous	146.62	0.09%
Payroll Taxes	1,846.89	1.08%
Postage	49.00	0.03%
Printing	479.15	0.28%
Salaries & Wages	17,313.75	10.09%
Training & Education	65.00	0.04%
Travel	93.76	0.06%
Website Domain	148.68	0.09%
Website Hosting	379.20	0.22%
<b>Total GENERAL &amp; ADMIN EXPENSES</b>	41,161.45	23.98%
<b>GROUNDS &amp; LANDSCAPING</b>		
Common Area	15,658.93	9.12%

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**

**Profit & Loss**

July 2017 through June 2018

TOTAL

	<u>Jul '17 - Jun 18</u>	<u>% of Income</u>
Extra Service	3,465.00	2.02%
Sprinklers	985.00	0.57%
<b>Total GROUNDS &amp; LANDSCAPING</b>	<b>20,108.93</b>	<b>11.72%</b>
<b>Total Expense</b>	<b>140,679.64</b>	<b>81.97%</b>
<b>Net Ordinary Income</b>	<b>30,946.24</b>	<b>18.03%</b>
<b>Other Income/Expense</b>		
<b>Other Income</b>		
Interest Income	0.76	0.0%
<b>Total Other Income</b>	<b>0.76</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.76</b>	<b>0.0%</b>
<b>Net Income</b>	<b><u>30,947.00</u></b>	<b><u>18.03%</u></b>

**Statement of Cash Flows**

July 2017 through June 2018

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	<u>Jul '17 - Jun 18</u>
<b>OPERATING ACTIVITIES</b>	
Net Income	30,947.00
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Receivable	-5,600.00
Payroll Liabilities	843.37
Refundable Deposits	8,275.00
<b>Net cash provided by Operating Activities</b>	<u>34,465.37</u>
<b>INVESTING ACTIVITIES</b>	
Furniture and Equipment	-17,098.71
<b>Net cash provided by Investing Activities</b>	<u>-17,098.71</u>
<b>Net cash increase for period</b>	17,366.66
<b>Cash at beginning of period</b>	<u>14,253.34</u>
<b>Cash at end of period</b>	<u><u>31,620.00</u></u>

## A/R Aging Detail

As of June 30, 2018

Type	Date	Num	Name	Aging	Open Balance
<b>Current</b>					
Total Current					
<b>1 - 30</b>					
Total 1 - 30					
<b>31 - 60</b>					
Invoice	05/17/2018	08112018	Chin, Cindy	44	1,000.00
Total 31 - 60					
1,000.00					
<b>61 - 90</b>					
Invoice	04/10/2018	10272018	Saeturn/Chao	81	1,200.00
Total 61 - 90					
1,200.00					
<b>&gt; 90</b>					
Invoice	07/21/2017	09162017	League of Women Voters	344	450.00
Invoice	02/09/2018	08252018	Padilla, Jasmin	141	1,200.00
Invoice	02/28/2018	07282018	Soria, Ismael	122	1,200.00
Invoice	03/09/2018	07072018	Maldonado, Berta	113	1,200.00
Total > 90					
4,050.00					
<b>TOTAL</b>					
<b>6,250.00</b>					

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**  
**Transactions by Account**  
 As of June 30, 2018

Type	Date	Num	Name	Memo	Amount	Balance
<b>Refundable Deposits</b>						
Invoice	07/21/2017	09162017	League of Women Voters	Security Deposit	250.00	250.00
Invoice	12/01/2017	12032017	Oroville Eagles Football	Security Deposit	250.00	500.00
Check	12/28/2017	1223	All Things Cleaning	Oroville Eagles	-125.00	375.00
Invoice	02/01/2018	022222018	Teamsters Local 601	Security Deposit	250.00	625.00
Invoice	02/09/2018	08252018	Padilla, Jasmin	Security Deposit	1,000.00	1,625.00
Invoice	02/28/2018	07282018	Soria, Ismael	Security Deposit	1,000.00	2,625.00
Invoice	03/06/2018	07212018	Saeturn, Mouang	Security Deposit	1,000.00	3,625.00
Invoice	03/09/2018	07072018	Maldonado, Berta	Security Deposit	1,000.00	4,625.00
Invoice	03/12/2018	06232018	Soria, Jesus	Security Deposit	1,000.00	5,625.00
Invoice	03/16/2018	09152018	Saechao, Saan	Security Deposit	1,000.00	6,625.00
Invoice	04/04/2018		Youth For Change	Security Deposit	250.00	6,875.00
Invoice	04/10/2018	10272018	Saeturn/Chao	Security Deposit	1,000.00	7,875.00
Invoice	05/15/2018	06152018	Gun Owners of California	Security Deposit	1,000.00	8,875.00
Invoice	05/17/2018	08112018	Chin, Cindy	Security Deposit	1,000.00	9,875.00
Invoice	05/18/2018	05061572018	Mastagni Holstedt, Prof. Corp.	Security Deposit	200.00	10,075.00
Check	06/29/2018	1356	Gun Owners of California	GUN OWNER'S OF CALIFORNIA - Set up/take down	-300.00	9,775.00
Total Refundable Deposits					<u>9,775.00</u>	<u>9,775.00</u>
<b>TOTAL</b>					<u><b>9,775.00</b></u>	<u><b>9,775.00</b></u>

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 Accrual Basis

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**  
**General Ledger**  
 As of June 30, 2018

Type	Date	Num	Name	Memo	Split	Amount	Balance	
<b>Bank of the West - Operating</b>								
Check	06/01/2018	Debit	RL Liquidators		Furniture and Equipment	-330.27	13,347.20	
Check	06/04/2018	Debit	Walmart	3 Lecterns w/Shelf	Supplies	-365.41	13,016.93	
Transfer	06/05/2018			Funds Transfer	Bank of the West - Savings	-1,120.00	12,651.52	
Check	06/06/2018	Debit	Walmart		Supplies	-25.43	11,531.52	
Check	06/06/2018	Debit	Big 5	EZ Up	Supplies	-128.69	11,506.09	
Check	06/08/2018	Debit	Inside Out Designs		Supplies	-712.22	10,665.18	
Check	06/11/2018	Debit	Inside Out Designs		Supplies	-53.63	10,611.55	
Check	06/11/2018	ATM	Pandora		Dues & Subscriptions	-4.99	10,606.56	
Check	06/11/2018	atm	Better Deal Exchange		Materials & Supplies	-25.81	10,580.75	
Check	06/11/2018	ATM	iTunes		Dues & Subscriptions	-0.99	10,579.76	
Check	06/11/2018	ATM	iTunes		Dues & Subscriptions	-0.99	10,578.77	
Check	06/13/2018	DEBIT	Harland Check Printing		Clerical & Office Supplies	-25.00	10,553.77	
Check	06/14/2018	ATM	BidRL.Com		Furniture and Equipment	-50.47	10,503.30	
Check	06/14/2018	DEBIT	LaSalles		Meals & Refreshments	-36.00	10,467.30	
Check	06/15/2018	1349	Keesha N. Hills	VOID:	-SPLIT-	-1,039.59	9,427.71	
Check	06/15/2018	1350	Ken Harlan		-SPLIT-	0.00	9,427.71	
Check	06/15/2018	1351	JKB Insurance Services		Facility	-1,215.95	8,211.76	
Check	06/15/2018	1352	Half a Bubble Out		Website Hosting	-59.85	8,151.91	
Check	06/15/2018	1353	Rodriguez Landscapes	ACCT C-181	-SPLIT-	-1,620.00	6,531.91	
Check	06/15/2018	atm	Office Depot		Clerical & Office Supplies	-15.00	6,516.91	
Check	06/19/2018	ATM	JC Penneys		Supplies	-157.87	6,359.04	
Deposit	06/20/2018			Deposit	-SPLIT-	7,468.62	13,827.66	
Check	06/22/2018	ATM	Tabletop Restaurant		Meals & Refreshments	-52.28	13,775.38	
Check	06/27/2018	Debit	Inside Out Designs		Supplies	-168.92	13,606.46	
Check	06/27/2018	Debit	Harland Check Printing		Clerical & Office Supplies	-152.95	13,453.51	
Check	06/29/2018	1354	Keesha N. Hills		-SPLIT-	-863.26	12,590.25	
Check	06/29/2018	1355	All Things Cleaning		Janitorial Service	-3,500.00	9,090.25	
Check	06/29/2018	1356	All Things Cleaning		Refundable Deposits	-300.00	8,790.25	
Check	06/29/2018	1357	All Things Cleaning		Refundable Deposits	-1,000.00	7,790.25	
Check	06/29/2018	1358	Allen Young		Consulting	-600.00	7,190.25	
Check	06/29/2018	1359	Rodriguez Landscapes		-SPLIT-	-2,200.00	4,990.25	
Check	06/29/2018	1360	SFW&P		Water	-332.50	4,657.75	
Check	06/29/2018	1361	JC Nelson Supply Co.	23378	Supplies	-123.67	4,534.08	
Check	06/29/2018	1362	AT&T Mobile	01186	Telephone	-165.48	4,368.60	
Check	06/29/2018	1363	The Bottom Line	Deposit	Accounting Services	-600.00	3,768.60	
Deposit	06/29/2018				-SPLIT-	6,625.00	10,393.60	
Total Bank of the West - Operating							-2,953.60	10,393.60
<b>Bank of the West - OSCIA</b>								
Total Bank of the West - OSCIA							0.00	0.00
<b>Bank of the West - Savings</b>								
Transfer	06/05/2018			Funds Transfer	Bank of the West - Operating	1,120.00	12,920.65	
Deposit	06/30/2018			Interest	Interest Income	0.11	14,040.65	
Total Bank of the West - Savings							1,120.11	14,040.76
<b>HoH on Wheels - Checking</b>								
Total Bank of the West - Checking							6,765.64	6,765.64

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**  
**General Ledger**  
As of June 30, 2018

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Accrual Basis

Type	Date	Num	Name	Memo	Split	Amount	Balance
Total HoH on Wheels - Checking							
HoH on Wheels - Savings	06/30/2018			Service Charge	Bank Charges	-15.00	150.00
Check							135.00
Total HoH on Wheels - Savings							
HoH Resource Center - Checking							100.00
Total HoH Resource Center - Checking							100.00
HoH Resource Center - Savings							
Check	06/30/2018			Service Charge	Bank Charges	-15.00	100.00
Total HoH Resource Center - Savings							
Petty Cash							85.00
Total Petty Cash							100.00
Accounts Receivable							
Invoice	06/15/2018	06152...	Brantley, Shelly		Conference Room	85.00	7,450.00
Payment	06/15/2018	8407	Brantley, Shelly		Undeposited Funds	-85.00	7,535.00
Invoice	06/19/2018	06300...	Lee/Vang	6/30-07/02	-SPLIT-	5,000.00	12,450.00
Payment	06/19/2018	109	Saetern, Mouang		Undeposited Funds	-1,200.00	11,250.00
Payment	06/19/2018	365	Lee/Vang		Undeposited Funds	-1,000.00	10,250.00
Payment	06/19/2018	366	Lee/Vang		Undeposited Funds	-4,000.00	6,250.00
Invoice	06/27/2018	062718	Teamsters 137		Conference Room	40.00	6,290.00
Payment	06/27/2018	1092	Oroville Fellowship Church		Undeposited Funds	-300.00	5,990.00
Payment	06/27/2018	80995	Teamsters 137		Undeposited Funds	-40.00	5,950.00
Invoice	06/29/2018	00000...	Oroville Fellowship Church		Oroville Fellowship Church	300.00	6,250.00
Total Accounts Receivable							
Undeposited Funds							
Sales Receipt	06/01/2018	June r...	Boys & Girls		-SPLIT-	1,025.00	0.00
Sales Receipt	06/01/2018	June r...	e-center		-SPLIT-	6,443.62	1,025.00
Payment	06/15/2018	8407	Brantley, Shelly		Accounts Receivable	85.00	7,468.62
Payment	06/19/2018	109	Saetern, Mouang		Accounts Receivable	1,200.00	7,553.62
Payment	06/19/2018	365	Lee/Vang		Accounts Receivable	1,000.00	8,753.62
Payment	06/19/2018	366	Lee/Vang		Accounts Receivable	4,000.00	9,753.62
Deposit	06/20/2018	3428	Boys & Girls		Bank of the West - Operating	-1,025.00	13,753.62
Deposit	06/20/2018	60211...	e-center		Bank of the West - Operating	-6,443.62	12,728.62
Payment	06/27/2018	1092	Oroville Fellowship Church		Accounts Receivable	300.00	6,285.00
Payment	06/27/2018	80995	Teamsters 137		Accounts Receivable	40.00	6,585.00
Deposit	06/29/2018	8407	Brantley, Shelly		Bank of the West - Operating	-85.00	6,625.00
Deposit	06/29/2018	109	Saetern, Mouang		Bank of the West - Operating	-1,200.00	5,340.00
Deposit	06/29/2018	365	Lee/Vang		Bank of the West - Operating	-1,000.00	4,340.00
Deposit	06/29/2018	366	Lee/Vang		Bank of the West - Operating	-4,000.00	340.00
Deposit	06/29/2018	1092	Oroville Fellowship Church		Bank of the West - Operating	-300.00	40.00
Deposit	06/29/2018	80995	Teamsters 137		Bank of the West - Operating	-40.00	0.00

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**  
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Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>Total Undeposited Funds</b>							
<b>Accumulated Depreciation</b>							
Total Accumulated Depreciation						0.00	0.00
<b>Furniture and Equipment</b>							
Check	06/01/2018	Debit	RL Liquidators	3 Lecterns w/Shelf	Bank of the West - Operating	330.27	17,684.73
Check	06/14/2018	ATM	BidRL.Com	ACRYLIC CURVED LECT...	Bank of the West - Operating	50.47	18,015.00
Total Furniture and Equipment						380.74	18,065.47
<b>Prepaid Rent</b>							
Check	06/15/2018	1350	Ken Harlan	Haven of Hope - Last mont...	Bank of the West - Operating	0.00	0.00
Total Prepaid Rent						0.00	0.00
<b>Security Deposit -Haven of Hope</b>							
Check	06/15/2018	1350	Ken Harlan	Security Deposit	Bank of the West - Operating	0.00	0.00
Total Security Deposit -Haven of Hope						0.00	0.00
<b>Accounts Payable</b>							
<b>All Things Cleaning</b>							
Total All Things Cleaning							0.00
<b>Accounts Payable - Other</b>							
Total Accounts Payable - Other							0.00
Total Accounts Payable							0.00
<b>Payroll Liabilities</b>							
Check	06/15/2018	1349	Keesha N. Hills		Bank of the West - Operating	-203.77	-741.35
Check	06/29/2018	1354	Keesha N. Hills		Bank of the West - Operating	-154.03	-945.12
Total Payroll Liabilities						-357.80	-1,099.15
<b>Refundable Deposits</b>							
Invoice	06/19/2018	06300...	Lee/Vang	Security Deposit	Accounts Receivable	-1,000.00	-10,075.00
Check	06/29/2018	1356	Gun Owners of California	GUN OWNERS OF CALIF...	Bank of the West - Operating	300.00	-11,075.00
Check	06/29/2018	1357	Lee/Vang	Vang Memorial	Bank of the West - Operating	1,000.00	-10,775.00
Total Refundable Deposits						300.00	-9,775.00
<b>Opening Balance Equity</b>							
Total Opening Balance Equity							0.00
<b>Perm. Restricted Net Assets</b>							
Total Perm. Restricted Net Assets							0.00
<b>Temp. Restricted Net Assets</b>							
Total Temp. Restricted Net Assets							0.00

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**  
**General Ledger**  
**As of June 30, 2018**

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Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>Unrestricted Net Assets</b>							
Total Unrestricted Net Assets							-35,561.57
<b>OPERATING INCOME</b>							
<b>Other Operating Income</b>							
Additional Cleaning Fees							-2,904.50
Total Additional Cleaning Fees							0.00
<b>Building Support Fees</b>							
Sales Receipt	06/01/2018	June r...	Boys & Girls	Building Support Fees	Undeposited Funds	-125.00	-2,604.50
Sales Receipt	06/01/2018	June r...	e-center	Building Support Fees	Undeposited Funds	-395.90	-2,729.50
Total Building Support Fees						-520.90	-3,125.40
<b>Setup &amp; Take Down</b>							
Total Setup & Take Down							-300.00
<b>Other Operating Income - Other</b>							
Total Other Operating Income - Other							0.00
Total Other Operating Income						-520.90	-3,425.40
<b>Other Rents</b>							
<b>Conference Room</b>							
Invoice	06/15/2018	06152...	Brantley, Shelly	Conference Room Rent	Accounts Receivable	-85.00	-23,490.00
Invoice	06/27/2018	062718	Teamsters 137	Conference Room Rent	Accounts Receivable	-40.00	-515.00
Total Conference Room						-125.00	-600.00
<b>Multi-Purpose Room</b>							
Invoice	06/19/2018	06300...	Lee/Vang	Event Rental Fee	Accounts Receivable	-4,000.00	-640.00
Total Multi-Purpose Room						-4,000.00	-22,975.00
<b>Other Rents - Other</b>							
Total Other Rents - Other							-26,975.00
<b>Total Other Rents</b>							
Total Other Rents						-4,125.00	-26,975.00
<b>Tenant Rents &amp; Assessments</b>							
<b>Boys &amp; Girls Club</b>							
Sales Receipt	06/01/2018	June r...	Boys & Girls		Undeposited Funds	-900.00	-36,238.60
Total Boys & Girls Club						-900.00	-4,500.00
<b>E-Learning Center</b>							
Sales Receipt	06/01/2018	June r...	e-center	Building rent	Undeposited Funds	-6,047.72	-5,400.00
Total E-Learning Center						-6,047.72	-5,400.00
<b>Oroville Fellowship Church</b>							
							-30,238.60
							-36,286.32
							-36,286.32
							-1,500.00



**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**  
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**As of June 30, 2018**

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Type	Date	Num	Name	Memo	Split	Amount	Balance	
Check	06/08/2018	Debit	Inside Out Designs		Bank of the West - Operating	712.22	2,072.99	
Check	06/11/2018	Debit	Inside Out Designs		Bank of the West - Operating	53.63	2,126.62	
Check	06/19/2018	ATM	JC Penneys	POLO SHIRTS	Bank of the West - Operating	157.87	2,284.49	
Check	06/27/2018	Debit	Inside Out Designs		Bank of the West - Operating	168.92	2,453.41	
Total Supplies							1,612.17	2,453.41
<b>Website</b>								
Total Website							3,500.00	3,500.00
<b>Haven of Hope Expenses - Other</b>								
Total Haven of Hope Expenses - Other								0.00
Total Haven of Hope Expenses							1,612.17	8,883.05
<b>National Night Out</b>								
Total National Night Out								0.00
<b>COMMUNITY SERVICE - Other</b>								
Total COMMUNITY SERVICE - Other								0.00
Total COMMUNITY SERVICE							1,612.17	8,883.05
<b>FACILITY EXPENSE</b>								
Cleaning & Janitorial								26,812.55
Carpet Cleaning								19,781.13
Total Carpet Cleaning								0.00
Total Carpet Cleaning								0.00
<b>Janitorial Service</b>								
Check	06/29/2018	1355	All Things Cleaning		Bank of the West - Operating	3,500.00	17,500.00	
Total Janitorial Service							3,500.00	21,000.00
<b>Supplies</b>								
Check	06/29/2018	1361	JC Nelson Supply Co.	Invoice 726558	Bank of the West - Operating	123.67	2,281.13	
Total Supplies							123.67	2,404.80
<b>Cleaning &amp; Janitorial - Other</b>								
Total Cleaning & Janitorial - Other								0.00
Total Cleaning & Janitorial							3,623.67	23,404.80
<b>Commercial Kitchen Supplies</b>								
Total Commercial Kitchen Supplies								168.96
<b>Computer Expenses</b>								
Total Computer Expenses								62.19
<b>Conference Room Supplies</b>								
Total Conference Room Supplies								62.19
Total Conference Room Supplies								189.77

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**  
**General Ledger**  
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Type	Date	Num	Name	Memo	Split	Amount	Balance
Facility & Event Services							0.00
Total Facility & Event Services							0.00
Insurance							0.00
Facility							0.00
Check	06/15/2018	1351	JKB Insurance Services		Bank of the West - Operating	1,215.95	1,215.95
Total Facility						1,215.95	1,215.95
Insurance - Other							0.00
Total Insurance - Other							0.00
Total Insurance						1,215.95	1,215.95
License, Fees & Certificates							0.00
Total License, Fees & Certificates							0.00
Maintenance							0.00
Total Maintenance							0.00
Pest Control							0.00
Total Pest Control							0.00
Refuse/Garbage Service							0.00
Total Refuse/Garbage Service							0.00
Repairs & Maintenance							3,300.36
Equipment Repairs							2,078.46
Total Equipment Repairs							2,078.46
HVAC							0.00
Total HVAC							0.00
Labor							60.00
Total Labor							60.00
Maintenance							700.00
Total Maintenance							700.00
Materials & Supplies							461.90
Check	06/11/2018	atm	Better Deal Exchange		Bank of the West - Operating	25.81	487.71
Total Materials & Supplies						25.81	487.71
Repairs & Maintenance - Other							0.00
Total Repairs & Maintenance - Other							0.00
Total Repairs & Maintenance						25.81	3,326.17
Setup and Take Down							500.00
Total Setup and Take Down							500.00

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**  
**General Ledger**  
As of June 30, 2018

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Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>Utilities</b>							
PG&E							2,810.14
Total PG&E							0.00
							0.00
<b>Telephone</b>							
Check	06/29/2018	1362	AT&T Mobile		Bank of the West - Operating	165.48	1,975.52
Total Telephone						165.48	2,141.00
<b>Water</b>							
Check	06/29/2018	1360	SFW&P		Bank of the West - Operating	332.50	834.62
Total Water						332.50	1,167.12
<b>Utilities - Other</b>							
Total Utilities - Other							0.00
Total Utilities						497.98	3,308.12
<b>FACILITY EXPENSE - Other</b>							
Total FACILITY EXPENSE - Other							0.00
Total FACILITY EXPENSE						5,363.41	32,175.96
<b>GENERAL &amp; ADMIN EXPENSES</b>							
<b>Accounting Services</b>							
Check	06/29/2018	1363	The Bottom Line	01186	Bank of the West - Operating	600.00	18,476.52
Total Accounting Services						600.00	3,000.00
<b>Advertising</b>							
Total Advertising							3,600.00
<b>Bank Charges</b>							
Check	06/30/2018				HoH on Wheels - Savings	15.00	15.00
Check	06/30/2018				HoH Resource Center - Savi...	15.00	30.00
Total Bank Charges						30.00	45.00
<b>Board Meeting Expenses</b>							
<b>Meals &amp; Refreshments</b>							
Check	06/14/2018	DEBIT	LaSalles		Bank of the West - Operating	36.00	325.74
Check	06/22/2018	ATM	Tabletop Restaurant		Bank of the West - Operating	52.28	325.74
Total Meals & Refreshments						88.28	361.74
<b>Board Meeting Expenses - Other</b>							
Total Board Meeting Expenses - Other							414.02
Total Board Meeting Expenses						88.28	414.02
<b>Cash Short</b>							
							0.00

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**  
**General Ledger**  
**As of June 30, 2018**

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Type	Date	Num	Name	Memo	Split	Amount	Balance
Total Cash Short							0.00
<b>Clerical &amp; Office Supplies</b>							985.06
Check	06/13/2018	DEBIT	Harland Check Printing		Bank of the West - Operating	25.00	1,010.06
Check	06/15/2018	atm	Office Depot		Bank of the West - Operating	15.00	1,025.06
Check	06/27/2018	Debit	Harland Check Printing		Bank of the West - Operating	152.95	1,178.01
Total Clerical & Office Supplies						192.95	1,178.01
<b>Consulting</b>							3,500.00
Check	06/29/2018	1358	Allen Young		Bank of the West - Operating	600.00	4,100.00
Total Consulting						600.00	4,100.00
<b>Depreciation</b>							0.00
Total Depreciation							0.00
<b>Dues &amp; Subscriptions</b>							10.91
Check	06/11/2018	ATM	Pandora		Bank of the West - Operating	4.99	15.90
Check	06/11/2018	ATM	iTunes		Bank of the West - Operating	0.99	16.89
Check	06/11/2018	ATM	iTunes		Bank of the West - Operating	0.99	17.88
Total Dues & Subscriptions						6.97	17.88
<b>Filing fees</b>							105.00
Total Filing fees							105.00
<b>Insurance</b>							397.00
<b>Board &amp; Officer's Insurance</b>							0.00
Total Board & Officer's Insurance							0.00
<b>General Liability</b>							0.00
Total General Liability							0.00
<b>Worker's Compensation</b>							397.00
Total Worker's Compensation							397.00
<b>Insurance - Other</b>							0.00
Total Insurance - Other							0.00
Total Insurance							397.00
<b>Legal Services</b>							500.00
Total Legal Services							500.00
<b>Miscellaneous</b>							146.62
Total Miscellaneous							146.62
<b>Payroll Taxes</b>							838.42
Check	06/15/2018	1349	Keesha N. Hills		Bank of the West - Operating	88.36	926.78
Check	06/29/2018	1354	Keesha N. Hills		Bank of the West - Operating	72.29	999.07

OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.

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General Ledger

Accrual Basis

As of June 30, 2018

Type	Date	Num	Name	Memo	Split	Amount	Balance
Total Payroll Taxes						160.65	999.07
Postage							0.00
Total Postage							0.00
Printing							163.98
Total Printing							163.98
Professional Management Fees							0.00
Total Professional Management Fees							0.00
Reserve Study Update							0.00
Total Reserve Study Update							0.00
Salaries & Wages							7,207.50
Check	06/15/2018	1349	Keesha N. Hills		Bank of the West - Operating	1,155.00	8,362.50
Check	06/29/2018	1354	Keesha N. Hills		Bank of the West - Operating	945.00	9,307.50
Total Salaries & Wages						2,100.00	9,307.50
Training & Education							65.00
Total Training & Education							65.00
Travel							8.03
Total Travel							8.03
Website Design							0.00
Total Website Design							0.00
Website Domain							148.68
Total Website Domain							148.68
Website Hosting							149.70
Check	06/15/2018	1352	Half a Bubble Out		Bank of the West - Operating	59.85	209.55
Total Website Hosting						59.85	209.55
GENERAL & ADMIN EXPENSES - Other							0.00
Total GENERAL & ADMIN EXPENSES - Other							0.00
Total GENERAL & ADMIN EXPENSES						3,838.70	22,315.22
GROUND & LANDSCAPING							5,348.93
Common Area							4,858.93
Check	06/15/2018	1353	Rodriguez Landscapes	Invoice 27479	Bank of the West - Operating	1,200.00	6,058.93
Check	06/29/2018	1359	Rodriguez Landscapes	June service - Invoice 27800	Bank of the West - Operating	1,200.00	7,258.93
Total Common Area						2,400.00	7,258.93
Extra Service							490.00
Check	06/15/2018	1353	Rodriguez Landscapes	Invoice 27575	Bank of the West - Operating	420.00	910.00

**OROVILLE SOUTHSIDE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**  
**General Ledger**  
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Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	06/29/2018	1359	Rodriguez Landscapes	Invoice 27622	Bank of the West - Operating	1,000.00	1,910.00
Total Extra Service						1,420.00	1,910.00
<b>Sprinklers</b>							0.00
Total Sprinklers							0.00
<b>GROUPS &amp; LANDSCAPING - Other</b>							0.00
Total GROUPS & LANDSCAPING - Other							0.00
<b>Total GROUPS &amp; LANDSCAPING</b>						3,820.00	9,168.93
<b>Payroll Expenses</b>							0.00
Total Payroll Expenses							0.00
<b>Interest Income</b>							-0.44
Deposit	06/30/2018			Interest	Bank of the West - Savings	-0.11	-0.55
Total Interest Income						-0.11	-0.55
<b>Ask My Accountant</b>							0.00
Total Ask My Accountant							0.00
<b>Suspense</b>							0.00
Total Suspense							0.00
<b>No acct</b>							0.00
Total no acct							0.00
<b>TOTAL</b>						<b>0.00</b>	<b>0.00</b>



Oroville Southside Improvement Association / Haven of Hope on Wheels  
2959 Lower Wyandotte Rd., Oroville, CA 95966  
PH: 530.693.4305 / FX: 530.693.4605 / [www.havenofhopeonwheels.org](http://www.havenofhopeonwheels.org)

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September 24<sup>th</sup>, 2018

City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

To: Tom Lando, Chief Bill LaGrone & City Council,

As requested I have attached information as well as supportive documents to show an operating budget to include a *detailed breakdown of anticipated expenses including maintenance & replacement costs*. Please note that on the attached spreadsheet you will find the annual operational expenses to include the salary of a driver (*we are completely aware that the City of Oroville will NOT fund salaries*). You will also find the trailer equipment costs per unit breakdown. The life expectancy of equipment used on this type of unit can & will last anywhere from 5-10 years. That is based off research as noted by potential trailer vendors as well as notable nonprofits who have programs similar to ours.

Current assets for the Haven of Hope on Wheels project include the following:

1. Bank Account:	\$14,000
2. Go Fund Me:	\$4,000
3. Security Deposit:	\$50,000
Total Amount:	\$68,000

Please note that the above breakdown of current assets does not include OSCIA's general funds. You should already have our annual nonprofit financials as requested by Chief Bill LaGrone in a previous email.

Our team also is working on a few programs that will provide consistent funding towards our project. This includes a membership program where members/donors will make monthly pledges. We were also donated a boat that we are using as a rental that will generate ongoing funds & are developing a financial program around this. Our nonprofit Oroville Southside Community Improvement Association has a team that is well knowledgeable in fundraising efforts. This also includes a grant writer who is working on

several grant opportunities that we qualify for that will provide ongoing operational funding.

Thank you again. Should you have any questions or concerns please feel free to contact myself or Pastor Kevin Thompson at the information below.

Kind Regards,



Keesha Hills, Senior Admin.  
O.S.C.I.A.  
2959 Lower Wyandotte Rd.,  
Oroville, CA 95966  
P: 530.693.4305  
F: 530.693.4605  
E: [osicasocc@outlook.com](mailto:osicasocc@outlook.com)



## Jackie Glover

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**From:** Bill LaGrone  
**Sent:** Friday, September 21, 2018 11:14 AM  
**To:** Jackie Glover  
**Cc:** Linda Dahlmeier;  
**Subject:** FW: PG&E Economic Development Rate Update

Jackie

Please include this on the next agenda as correspondence. This is good news for our business community. We need to get the word out to ensure the business owners that qualify are aware and taking advantage of the reduced rates.

Bill LaGrone

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**From:** Navarro, Armando <ARN2@pge.com>  
**Sent:** Thursday, September 20, 2018 4:03 PM  
**To:** CityHall\_Info <info@cityoforoville.org>; CityHall\_CityAdministrator <cityadmin@cityoforoville.org>; CityHall\_Planning <Planning@cityoforoville.org>  
**Subject:** PG&E Economic Development Rate Update

Hello City of Oroville Staff,

I wanted to let you know about some great news! The PG&E Economic Development Rate has been approved by the California Public Utilities Commission to continue, we will be assisting business customers through 2020.

The current program, which runs through October 15, 2018, offered qualifying customers a 12% or 30% discount on the cost of electricity, the percent discount varied by geography and is based on the areas unemployment rate. When the new program begins after that date it will have some changes, the key ones are:

- The new program will include small business customers.
- There will be 3 discount tiers, 12%, 18% and 25%

I want to let you know about these changes and also offer to talk or meet with you individually to discuss how to best promote and assist businesses in your community. I am particularly excited and interested in talking with you about how to assist small businesses. I will be available October 1-5 and October 22-26 and most of November and December. Please let me know some good days and times for you and feel free to call with any questions.

Best Regards,

**Armando Navarro**

Economic Development Specialist  
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