

Manager's Report

To the **SC-OR Commissioners** by **Glen Sturdevant**
on **February 20, 2025**

Operations & Maintenance

There were no operational issues this month.

During one of the last rain events, we did experience the highest peak flows I have seen in my 12.5 years at SC-OR. Manager Boucher from TWSD also stated he can't remember the flows being that high in his career either, which spans almost 3 decades. I believe the land use agencies that serve our community are really going to have to revisit their drainage studies and adjust to the new world of heavier rain events we appear to be moving into.

Solar

We are still trying to obtain one more quote to bring to the board using the strategy we think will serve SC-OR and the community the best. Our plan is to bring proposals to the board to choose from at the March meeting.

Funding

We have an update on the Congressman LaMalfa funding that SC-OR was approved for. Our plan to use the money for pond rehabilitation has been preliminary accepted, and looks to be a viable project to move forward with. We also plan to apply again for the 25/26 fiscal year.

Closed Session Policy

We are bringing a policy for discussion and potential approval to create a mechanism for the sharing of sensitive *Closed Session* information when it may have a potential negative impact on the individual member entities.

Amendment to Jacobs Engineering Task Order No. 20 (General Consulting Services)

We are asking for an amendment to Task order 20 with Jacobs Engineering for general consulting. This contract allows SC-OR staff to get engineering answers and solutions without having to go back to the board for every request. This would be amendment 7 to this contract.

Task Order 39: SC-OR Wastewater Treatment Plant Upgrade Package 1 - SCADA Integration and Programming

As part of the Plant Upgrade Phase 1 we will be getting our SCADA (Supervisory Control and Data Acquisition) system built out. Currently we are on a very minimal setup. The contract price is \$1,135,887.00. We are asking the board to authorize the manager to enter into a contract with Jacobs Engineering for SCADA Integration and Programming.

GAAP Compliant Accounting

In previous meetings I informed the board that we are not in compliance with GAAP (Generally Accepted Accounting Principles) according to the State Funding agencies, and in order to access the Loan Programs we must become compliant. We have had a very tough time locating an accountant or accounting firm that has availability and or the desire to take us on as a client. Using contacts Plant Supervisor Salsi made during the search, we were able to locate Joanna Anglen's company. She has given us a fair proposal, and we are asking the board to authorize the manager to sign the engagement letter with Your Favorite Bookkeeper, LLC at a cost of \$1750.00/month.

Oroville Area Chamber of Commerce Board of Directors Special Election Ballot

Included in your packet is the Oroville Area Chamber of Commerce Board of Directors Special Election Ballot for 2025-2027. We will have a ballot set out at your seat to check your preferred candidate, then leave it at your spot or give to staff at the meeting. Staff will tally the vote and submit the ballot for the candidate with the majority of the votes from the Commissioners to the Chamber of Commerce. Only one ballot for SC-OR can be submitted to the Chamber.

ENTITIES REPORTS

- ***TWSD***

We had a JPA meeting on 2-10-25, which was attended by TWSD Manager Boucher and District Engineer Chris Heindel. The topic was the developer agreements and capacity at SC-OR.

During the last storm we worked collaboratively with TWSD to try to determine if we had an inflow scenario such as an open manhole contributing to the high flows.

- ***City of Oroville***

We had a JPA meeting on 2-10-25, which was attended by City Administrator Brian Ring and Community Development Director Patrick Piatt. The topic was the developer agreements and capacity at SC-OR.

- ***LOAPUD***

We had a JPA meeting on 2-10-25, which was attended by LOAPUD Manager David Goyer and foreman Vince Victorino. The topic was the developer agreements and

capacity at SC-OR. Duke Sherwood Contracting will soon begin the east interceptor construction project.

MINUTES OF THE REGULAR MEETING OF THE SEWERAGE COMMISSION - OROVILLE REGION

(Held at the Commission office on January 28, 2025 at 5:00 p.m.)

1. Call to Order ❖

Chairman Pittman called the meeting to order at 5:00 p.m.

2. Roll Call ❖

Commissioners present were Commissioners Salvucci from the Lake Oroville Area Public Utility District, Pittman and Goodson from the City of Oroville, and Koch from the Thermalito Water and Sewer District. Staff present was Manager Glen Sturdevant and Plant Supervisor Mikah Salsi. Commissioners Clark and Mastelotto were absent. Attorney Ryan Jones, as well as Scott Drexel from Jones Mayer, and Lori Adams from Adams Ashby Group attended via Zoom.

3. Salute to the Flag ❖

Manager Sturdevant led the commissioners and staff in the salute to the flag.

4. Acknowledgment of Visitors ❖

None

5. Acknowledgment and Welcome of New Commissioner ❖

The Chairman welcomed new commissioner Goodson to the SC-OR Board representing the City of Oroville.

6. Board Meeting Minutes of the Regular Meeting held on December 17, 2024 ❖

Upon motion by Commissioner Koch to approve the minutes of the meeting, and second by Commissioner Salvucci, the minutes of the December 17, 2024 regular meeting were unanimously approved.

7. Authorization of Warrants ❖

Commissioner Salvucci met with Manager Sturdevant and reviewed the warrants earlier, and having found everything to be in order made a motion for their approval. The motion was seconded by Commissioner Koch. Warrants 30140-30204 in the total amount of \$325,771.03 from December 18, 2024 to January 28, 2025, including Commissioner fees and electronic fund transfers, were unanimously approved and ordered paid.

8. Fiscal Reports ❖

Manager Sturdevant stated the fiscal reports for December 2024 were in the packets for review. There were no questions expressed and nothing further to report.

9. Construction Management Contract Award ❖

Manager Sturdevant reported he had negotiated with Sanbell, and presented their proposed contract for construction management on the Phase 1 Upgrade Project for an amount \$997,000.00, along with a 10% contingency of \$99,700.00, for a total amount not to exceed \$1,096,700.00.

A motion was made by Commissioner Salvucci to approve the contract with Sanbell for Construction Management in an amount not to exceed \$1,096,700.00. The motion was seconded by Commissioner Koch, and passed by the following vote: Pittman – Yes, Koch – Yes, Salvucci – Yes.

10. Plant Upgrade Phase I Bid Award ❖

Manager Sturdevant stated that we had the bid opening, and Myers & Son's bid was the lowest bidder of those that met the bid criteria. He showed a PowerPoint slide of how much money SC-OR will have committed after this deal, which is \$12,104,855.70.

A motion was made by Commissioner Salvucci to approve the contract with Myers & Son's for Phase I of the Plant Upgrade Project for \$16,752,517.00, plus a 10% contingency of \$1,675,351.70, for a total amount not to exceed \$18,427,768.70. The motion was seconded by Commissioner Koch, and passed by the following vote: Pittman – Yes, Koch – Yes, Salvucci – Yes.

11. Closed Session Policy ❖

Manager Sturdevant explained that he was asked to create a policy to allow certain information discussed in our closed sessions to be shared with JPA boards by their SC-OR representatives. Attorney Jones explained the policy, which would allow the board to authorize certain items from closed session to be reported to the entity's boards in their own closed session. The policy will be brought to a future meeting for consideration for adoption.

12. Attorney's Report ❖

Attorney Jones had nothing more to report beyond what was already reported.

13. Manager's Report ❖

Manager Sturdevant reported that there were no operational issues this past month.

We pulled and delivered our quarterly samples to the lab for testing.

He reported on the Highway 162 Bridge Inspection, and said that we have a study being done on the process to add the Golden Feather Mobile Home Park to TWSD's and SC-OR's system, and we would like to include the bridge inspection and the condition of the force main into the planning phase of that study. Once we know if that can work, we will bring this item back to a future meeting with a recommendation.

He reported on meetings held with solar companies and PG&E regarding adding a solar field. He will report at the February meeting the recommended approach to how we can lower our electrical costs at SC-OR. Chairman Pittman cautioned staff on the batteries used in solar and the fire issues associated with them.

Manager Sturdevant reported that SC-OR was awarded a cyber security grant in the amount of \$78,807.00 from CAL-OES. We will be purchasing a new server and CPU stations with this grant money, as we will be required to obtain a new server in order to keep the operations and confidential information separate in the upgrade.

14. Visitor Comments ❖

None

15. Commissioner and Staff Comments ❖

Chairman Pittman reported that there was a ribbon cutting for the new Lincoln Project., there will be a second housing project opening.

Commissioner Koch welcomed Janet Goodson back to the SC-OR board.

Commissioner Salvucci stated that the well is completed at the River Ranch subdivision, to serve 120 new homes.

16. Adjournment ❖

There being no further business, the meeting was adjourned at 5:36 p.m. to the regular meeting scheduled for March 25, 2025 at 5:00 p.m.

Respectfully submitted,

GLEN E. STURDEVANT, CLERK

SEWERAGE COMMISSION - OROVILLE REGION
BUDGETARY SUMMARY - FISCAL YEAR 2024/2025

DESCRIPTION	Adopted Budget 2023/24	Expended This Month	Expended Through 01.31.2025	Balance of Funds Remaining	Time Left 42%
SALARIES & WAGES	1,063,500	81,677.28	574,091.77	489,408.23	46%
EMPLOYEE BENEFITS	805,978	59,003.30	548,562.81	257,415.19	32%
COMMISSIONERS' FEES	43,200	3,600.00	25,200.00	18,000.00	42%
CMSNRS FICA & MEDICARE	3,305	275.40	1,927.80	1,377.20	42%
GAS, OIL & FUEL	30,000	980.93	18,122.26	11,877.74	40%
INSURANCE	145,000	0.00	138,126.91	6,873.09	5%
MEMBERSHIPS	12,000	0.00	9,893.00	2,107.00	18%
OFFICE EXPENSES	10,000	1,034.91	6,788.24	3,211.76	32%
OPERATING SUPPLIES	345,000	22,213.77	118,314.42	226,685.58	66%
PROFESSIONAL SERVICES	176,000	3,475.00	116,250.93	59,749.07	34%
PRINTING & PUBLICATIONS	3,000	0.00	0.00	3,000.00	100%
REPAIRS & MAINTENANCE	135,000	5,631.49	100,550.08	34,449.92	26%
BIOSOLIDS DISPOSAL	30,000	17,278.34	30,028.34	(28.34)	0%
MONITORING & COMPLIANCE	110,000	33,317.36	73,056.10	36,943.90	34%
TRAINING & MEETINGS	16,000	538.11	5,046.50	10,953.50	68%
UTILITIES	752,150	21,734.11	45,100.14	707,049.86	94%
CONTINGENCY	367,890	0.00	0.00	367,890.00	100%
TOTAL OPERATING	4,048,023	250,760.00	1,811,059.30	2,236,963.70	55%
Engineering Fees	0.00				
Legal Fees	3,475.00				
Accounting & Auditing Fees	0.00				
Permits	0.00				
Miscellaneous	0.00				
	<u>3,475.00</u>				

SEWERAGE COMMISSION - OROVILLE REGION

REVENUE SUMMARY - FISCAL YEAR 2024/2025

DESCRIPTION	Received This Month	Received Through 01.31.25	Unrestricted Funds	Restricted W.C.R.F. Funds	Regulatory & Capital Acct. Funds	Restricted Cap. Outlay Funds	Restricted Annl. M&O Funds	Restricted Fines&Pen. Funds
SERVICE CHARGES	605,282.74	1,219,272.68	1,219,272.68			0.00		
SEPTAGE DUMPERS	13,275.60	79,124.88	79,124.88					
EX. PEAK FLOWS	0.00	0.00	0.00			0.00		
EX. MO. FLOWS	0.00	0.00	0.00					
OTHER AGENCIES	220.41	440.82	440.82					
RFC CHARGES *	0.00	46,466.00				46,466.00		
INTEREST	0.00	453,253.55	178,508.10	19,655.34	152,338.08	102,543.54	0.00	208.49
RCA (Regulatory & capital)	751,079.07	1,463,991.96			1,463,991.96			
WCRF	45,173.16	118,050.84		118,050.84				
TOTALS	1,415,030.98	3,380,600.73	1,477,346.48	137,706.18	1,616,330.04	149,009.54	0.00	208.49

**SEWERAGE COMMISSION - OROVILLE REGION
ACTIVE & INACTIVE CASH - MONTHLY RECAP
FISCAL YEAR 2024/2025**

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
Cash - Unrestricted	8,139,801.18	7,713,523.75	7,592,024.80	8,804,222.02	7,861,066.88	7,671,317.96	8,061,808.99					
Cash - Restricted												
WCRF	971,286.04	843,071.04	852,884.87	852,884.87	895,762.55	905,604.06	950,777.22					
R&CA	6,353,399.39	6,353,399.39	6,427,364.04	6,427,364.04	7,140,276.93	7,211,893.08	7,961,976.15					
Cap. Outlay	4,541,648.39	4,369,259.66	4,422,693.44	4,444,688.37	4,336,320.86	4,135,076.28	4,108,365.78					
Ann. M & O	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00					
Fines&Pen	9,107.11	9,107.11	9,213.46	9,213.46	9,213.46	9,315.60	9,315.60					
TOTAL CASH	20,315,242.11	19,588,360.95	19,604,180.61	20,838,372.76	20,542,640.68	20,233,206.98	21,392,243.74					
INTEREST ALLOCATED:												
Unrestricted		88,050.67				90,457.43						
Reserve/WCRF		9,813.83				9,841.51						
Reserve/CO		54,346.03				48,197.51						
Reserve/M&O		0.00				0.00						
Reserve/F&P		106.35				102.14						
Reserve/RCA		73,964.64				78,373.44						
CONSISTING OF:												
Checking Accounts	1,452,915.14	151,033.98	340,572.12	1,913,410.75	250,453.82	290,390.08	1,132,749.70					
Money Market Account		3,000,000.00	3,000,000.00	3,011,353.52	4,378,578.37	4,395,149.13	5,011,826.27					
L.A.I.F. & CLASS Accounts	18,862,326.97	19,437,326.97	16,263,608.49	15,913,608.49	15,913,608.49	15,547,667.77	15,247,667.77					
TOTAL CASH	20,315,242.11	19,588,360.95	19,604,180.61	20,838,372.76	20,542,640.68	20,233,206.98	21,392,243.74					
% of Funds Invested	92.85%	99.23%	82.96%	76.37%	77.47%	76.84%	71.28%					

Sewerage Commission - Oroville Region

Bank Reconciliation - Golden Valley Bank

Fiscal Year Ended 30 June 2025

BALANCE PER BANK

Ending Balance on Bank Statement	31-Jan-25	1,225,923.29
Less Outstanding Warrants		(93,193.59)
Equals Adjusted Bank Balance at	31-Jan-25	<u>1,132,749.70</u>

BALANCE PER BOOKS

Beginning Prior Checkbook Balance	1-Jan-25	<u>290,937.58</u>
Deposits		1,712,635.58
Less Warrants Written		(817,341.81)
Less Net Payroll Warrants		(53,640.54)
Equals Adjusted Checkbook Balance	31-Jan-25	<u>1,132,749.70</u>

SEWERAGE COMMISSION - OROVILLE REGION

LOCAL AGENCY INVESTMENT FUND

FISCAL YEAR 2024/2025

Date Detail	Deposits	Withdrawals	Balance	IntRate
30-Jun-24 Balance Forward			19,109,901.33	
1-Jul-24 Withdrawal - Warrants		(250,000.00)	18,859,901.33	
8-Jul-24 Withdrawal - Payroll & Warrants		(60,000.00)	18,799,901.33	
12-Jul-24 Qtrly interest rec'd	212,425.64		19,012,326.97	
18-Jul-25 Withdrawal - Warrants		(150,000.00)	18,862,326.97	
7-Aug-24 Deposit	900,000.00		19,762,326.97	
12-Aug-24 Withdrawal - Warrants		(100,000.00)	19,662,326.97	
26-Aug-24 Withdrawal - Warrants		(225,000.00)	19,437,326.97	
17-Sep-24 Withdrawal - Payroll & Warrants		(100,000.00)	19,337,326.97	
27-Sep-24 Withdrawal - Establish new accts		(3,300,000.00)	16,037,326.97	
30-Sep-24 Qtrly interest rec'd	226,281.52		16,263,608.49	
11-Oct-24 Withdrawal - Warrants		(350,000.00)	15,913,608.49	
12-Dec-24 Withdrawal - Warrants		(550,000.00)	15,363,608.49	
31-Dec-24 Qtrly interest rec'd	184,059.28		15,547,667.77	
7-Jan-25 Funds transfer to GVB		(300,000.00)	15,247,667.77	
21-Jan-25 Transfer to CA CLASS Acct		(7,623,000.00)	7,624,667.77	

SEWERAGE COMMISSION - OROVILLE REGION
CALIFORNIA CLASS ACCOUNT
FISCAL YEAR 2024/2025

Date	Detail	Deposits	Withdrawls	Balance	IntRate
27-Jan-25	BEGINNING BALANCE			7,623,000.00	
31-Jan-24	Divident reinvestment (interest)	4,625.83		7,627,625.83	

SEWERAGE COMMISSION - OROVILLE REGION
 GOLDEN VALLEY BANK MONEY MARKET ACCOUNT
 FISCAL YEAR 2024/2025

Date Detail	Deposits	Withdrawals	Balance	IntRate
1-Oct-24 Balance Forward			3,000,000.00	
31-Oct-24 Interest earned	11,353.52		3,011,353.52	4.460%
7-Nov-24 Deposit (closed out BofA Acct)	352,236.38		3,363,589.90	
7-Nov-24 Transfer from checking	1,000,000.00		4,363,589.90	
30-Nov-24 Interest earned	14,988.47		4,378,578.37	
31-Dec-24 Interest earned	16,570.76		4,395,149.13	
29-Jan-25 Transfer from checking to MM	600,000.00		4,995,149.13	
31-Jan-25 Interest earned in January	16,677.14		5,011,826.27	

BOARD POLICY

Sewerage Commission - Oroville Region

NUMBER

TITLE: Policy on Disclosing Information From Closed Sessions with Member Entities

ADOPTION DATE:

Background

1. The Sewerage Commission-Oroville Region (SC-OR) was established under a Joint Powers Authority (JPA) agreement between three agencies: the City of Oroville, Thermalito Water and Sewer District, and Lake Oroville Area Public Utility District (“Member Entities”).

2. SC-OR is governed by a six-person Board of Commissioners, consisting of two Commissioners appointed by each Member Entity. The Commission has an ethical duty to serve the needs of these Member Entities. Accordingly, the Commissioners’ Code of Ethics, No. 5100, provides in pertinent part that “[t]he needs of the Commission’s member entities should be the priority of the Board of Commissioners.”

3. To conduct SC-OR business, the Board of Commissioners must, like all public agencies in California, from time to time convene closed sessions to consider certain confidential matters when permitted under the “Brown Act” (Government Code §§ 54950 et seq.). However, no policy currently exists governing the confidentiality of such closed session hearings relative to the Member Agencies, namely, whether SC-OR Commission Members may inform their officials from the appointing Member Entities of the substance of matters discussed in closed session when those matters affect the needs of their Member Entities.

Policy

4. SC-OR Commissioners are mindful of the serious and legal obligation to keep closed session discussions confidential. To promote clarity, consistency of practice, and further the ethical duties of Commissioners to act in the best interest of the Member Entities, the Board of Commissioners hereby enacts the following policy:

- a. Commissioners may disclose on a case-by-case basis, as determined by the SC-OR commissioners, to the governing bodies of their Member Entity any information learned in an SC-OR closed session hearing when the information relates to the official business of the Member Entities and is critical for their awareness. If a disclosure is authorized by the Commissioners, the disclosure to the governing bodies of the Member Entities must take place in a closed session setting of the Member Entities.
- b. This policy does not purport to affect the procedural rules of Member Entities concerning the time, place and manner in which public matters are considered. Commissioners similarly remain bound by any applicable confidentiality laws or lawful agreements that would otherwise prohibit sharing information learned in a closed session with any third party.



February 19, 2025

Mr. Glen Sturdevant, Manager/Superintendent
Sewerage Commission - Oroville Region (SC-OR)
P.O. Box 1350
Oroville, California 95965

Subject: Amendment No. 7 to Task Order No. 20 – General Consulting Services

Dear Glen,

This proposal is to amend Task Order No. 20, dated March 20, 2007 (as amended October 17th, 2022) for Jacobs (formerly CH2M HILL) to provide general consulting services to SC-OR on an as-needed basis. Task Order No. 20 has been amended as follows:

Contract	Date	Amount	Total
Initial MSA	March 20, 2007	\$15,000	\$15,000
Amendment No. 1	May 14, 2007	\$20,000	\$35,000
Amendment No. 2	March 13, 2009	\$35,000	\$70,000
Amendment No. 3	February 4, 2019	\$60,000	\$130,000
Amendment No. 4	March 17, 2021	\$20,000	\$150,000
Amendment No. 5	October 17, 2022	\$40,000	\$190,000
Amendment No. 6	October 18, 2023	\$40,000	\$230,000
Amendment No. 7	February 19, 2025	\$40,000	\$270,000

This amendment increases the budget by \$40,000 to a total budget of \$270,000. This Amendment will be used for the development of capacity studies, pond lining analysis, and as-needed tasks that may arise.

The Task Order may be amended in the future with additional budget as the need arises. Such amendments will be authorized by letter. All work will be performed in accordance with the terms and conditions of the July 27, 1998, contract as amended October 18th, 2023.

To authorize this amendment, please sign both copies of this letter, keep one copy for your records, and return the other copy to my attention. If you have any questions regarding this proposed amendment, please call Ted Couch at 650-644-5948.

Sincerely,
CH2M HILL

Authorized By,
SC-OR

Ted Couch, PE
Project Manager

Glen Sturdevant
Manager/Superintendent

John Schoonover
Manager of Projects

Date Authorized: _____, 2025

Task Order 39: SC-OR Wastewater Treatment Plant Upgrade Package 1 - SCADA Integration and Programming

General

This Task Order authorizes Jacobs (formerly CH2M HILL) to perform the services described in the Scope of Work below in accordance with the terms and conditions of our agreement dated July 27, 1998, as amended June 2, 2006.

Introduction

Sewerage Commission – Oroville Region’s (SC-OR’s) Wastewater Treatment Plant upgrades will be split into two major phases. Package 1 will include the demolition of existing return sludge pumps and plant process improvements for mixed liquor distribution box, secondary clarifier, return sludge pump station, tertiary filtration, septage receiving station, and grit/odor control, as well as associated piping, valves, controls, electrical, roads, structures, and appurtenances. This Scope focuses on SCADA network implementation and integration and programming of Package 1 processes.

Major Work Items

Major Work Items for Package 1: Includes but is not limited to engineering, installation, calibration, documentation, testing, startup, and training for complete and functional Plant Instrumentation and Control System (PICS).

SCADA system components include the following:

1. SCADA network hardware and software design, documentation, and configuration.
 - a. Server Rack.
 - i. 750RACK01 / 750-CNR-001.
 - b. HMI Thin Clients.
 - i. 750COWS01.
 - ii. 750COWS02.
 - iii. 750COWS03.
 - c. Multifunction Printer.
 - i. 750CNPRT01.
2. Applications Software design, documentation, programming, and configuration.
 - a. Programmable logic controller (PLC) software development.
 - i. 390-LCP-100/390-PLC-100, located in Return Sludge Pump Station.
 - ii. 700-LCP-100/700-RIO-100, located outdoors at the Equalization Ponds.
 - iii. 750-LCP-100/750-PLC-100, located in Control Building.
 - b. SCADA software development.

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- i. Human-machine interface.
 - ii. Alarm notification.
 - iii. Data logging and reporting.

Out of Scope Items

Work by others includes but is not limited to procurement, fabrication, installation, and configuration of the items listed below.

- SCADA network hardware and software procurement.
- Local control panels and appurtenances.
- Field instrumentation.
- Handholes/manholes, raceway, and cables.

Approach

Consultant will develop SCADA software using Loop Specifications provided as Supplement 5 to specification section 40 90 00 in the Package 1 Bid Documents and SCADA software design standards presented to SC-OR at Workshop #1 on July 22, 2020. SCADA software standards will conform with and expand upon existing programming framework developed for Influent Pump Station No. 2 (IPS2). IPS2 HMI graphics will be redeveloped for Inductive Automation's Ignition software for plantwide status and control. Existing remote site telemetry will be connected to the new SCADA network at SC-OR WWTP and new Ignition HMI graphics will be developed for status and control of remote sites.

Consultant's Scope of Work

Consultant will perform as the owner's Application Software Programming Engineer (ASPE). While coordinating with the construction team during the project, Consultant proposes the Tasks below to implement the SC-OR master plan recommendations listed above.

Task 1 – Project Management

Consultant will initiate and manage project activities, schedule, and plan work to complete activities in an integrated and timely manner. Project management activities will include Progress Monitoring, Team Coordination, Consultant Team Health and Safety stewardship, and Project Administration.

Task 1 Deliverables:

- Monthly project billings showing labor hours by the staff member and by task and a brief description of services performed.

Task 2 – Design Development

Task 2.1 – Application Software Design Manual Development

The Consultant will expand upon existing IPS2 documentation to develop an application software design manual for SC-OR WWTP with field control hardware standards and PLC, HMI, and communications software standards. Consultant will provide detailed Add-On

Instruction (AOI) information for each template to provide enhanced alarm and equipment control and diagnostics.

Consultant's scope to include facilitation of an application software development workshop. Consultant will present PLC AOI templates, HMI control faceplate templates, and graphic standards at the application software development workshop for SC-OR approval.

Consultant's scope to include travel to meeting location and facilitation of application software development workshop of up to four hours in length attended by up to three members of the Consultant's team.

Task 2.2 – Loop Specifications Development

Consultant's scope include facilitation up to three onsite loop specifications coordination meetings broken out by major plant process areas. Consultant will present overview of unit process control to SC-OR staff from Loop Specifications. Meetings will be of up to four hours in length attended by up to three members of Consultant's team.

Consultant's scope includes 80 hours of Loop Specifications fixup to address SC-OR comments.

Task 2.3 – Commissioning Database Development

Consultant will develop a commissioning database in Microsoft Access and provide Access database and field signal, software tag, and loop reports at the completion of the database. The commissioning database would serve as a living document that would provide a common platform for incorporating SC-OR WWTP field control network testing and O&M documentation.

Task 2 Deliverables:

- Draft application software design manual for SC-OR comment/approval.
- Draft loop specifications for SC-OR comment/approval.
- Draft network patching drawings.
- Draft network address list.
- Draft field signal, software tag, and loop reports and system test plan.
- Final application software design manual for programming and commissioning.
- Final process control narratives for programming and commissioning.

Task 3 – Lab Configuration

Task 3.1 Field Controller Lab Configuration

Software Configuration

Consultant will program PLC logic for SC-OR WWTP Package 1 unit processes using loop specifications and commissioning database developed in Task 2.

Consultant will perform PLC programming using current AOI templates for common equipment types and functions. Consultant will connect field signal inputs and outputs to AOI blocks where possible to increase programming efficiency and reduce troubleshooting and maintenance effort. Consultant will structure PLC programs and routines to match loop specifications format.

Consultant will configure plant PLC database registers and messaging for communication with vendor package PLCs. Consultant will facilitate up to two virtual coordination

meetings via Microsoft Teams of up to two hours in length with up to three members of Consultants team and representatives from SC-OR, Contractor, and package system vendors for each of the following processes:

- Odor Control.
- Septage Receiving

Hardware Configuration

Contractor will ship PLC controller and communications components to Consultant's System Integration Lab for configuration where Consultant will install and configure SC-OR WWTP SCADA system in a test environment. Consultant will label and inventory equipment. Consultant will configure equipment in lab environment to match final installation conditions as closely as possible.

Task 3.2 – HMI Lab Configuration

Consultant will configure new Inductive Automation Ignition HMI template and instance objects and graphics inside a new Ignition project for each field device to SC-OR WWTP Package 1 plant PLCs and configure the process windows listed below allowing for direct remote operator interaction with the new SC-OR WWTP Allen-Bradley ControlLogix L8 series PLCs.

The Consultant's scope includes main windows for each process area included in the conformed design documents and popup windows for equipment and process control. Consultant will create HMI screens for SC-OR's sewer system for use with Inductive Automation Ignition software.

Consultant has included up to two in-person interactive SCADA software simulations held at SC-OR WWTP where operations staff will experience the new SCADA software by navigating through HMI graphics, manipulating setpoints, and simulating manual operation of new SC-OR WWTP process equipment. Simulations will up to four hours each with up to three members of Consultant's team and 80 hours of fixup for incorporation of SC-OR comments.

Consultant will configure historization for process variable and setpoint parameters within template and instance objects and provide access to instance specific trend from each equipment control popup. Consultant will configure historical database and archive storage location without setting a data logging date or size limit so all previously recorded data points are available for query.

Consultant will configure alarm notification for parameters within template and instance objects and provide an alarm history database and tables for current alarm summary and alarm history. Consultant will configure alarm logging without setting date or size limit so all previously recorded alarms are available for query. Consultant will configure alarm notification gateways, contacts, and schedules.

Task 3.3 – SCADA Network Lab Configuration

Software Configuration

Consultant will install current versions of Microsoft Windows operating system and control system software onto new control system virtual machines that will be temporarily located on system integration lab server hosts. Consultant will configure active directory and install

antivirus, data backup, event logging, and productivity software on the new virtual machines.

Consultant will configure active directory users and roles including SC-OR and third-party support staff.

Hardware Configuration

Contractor will ship all copper and/or fiber optic SCADA network field switches to Consultant's System Integration Lab for configuration where Consultant will install and configure Contractor and Consultant procured equipment for layered SCADA network communications in a test environment.

Consultant will install a virtual network management environment on the new SC-OR WWTP SCADA server host and virtual machines will be migrated from test environment virtual machine backups.

Task 3 Assumptions:

- Contactor will purchase SCADA network field switches and PLC components and ship SCADA network field switches, PLC controllers, and PLC communications modules to Consultant for configuration.

Task 3 Deliverables:

- Draft PLC program printouts for SC-OR comment.
- Draft HMI screenshots for SC-OR comment.
- Final bench testing network patching drawings.
- Final bench testing network address list.
- Final bench testing field signal, software tag, and loop reports and system test plan.
- Final bench testing PLC program printouts.
- Final bench testing HMI screenshots.
- Final bench testing network patching drawings.
- Final bench testing network address list.

Task 4 – Bench Testing

Consultant will connect SCADA network, PLC, and HMI systems in test environment at Consultant's Redding, California office using SCADA network IP addressing and network layering defined in final bench testing network address list.

Consultant will use system test reports developed in Task 2 to verify correct operation SC-OR WWTP Package 1 unit processes. Consultant will perform PLC commands and setpoint changes at the HMI in the test environment whenever possible to assure HMI controls and graphics are configured correctly. Consultant will simulate each PLC field input and output to verify statuses at the PLC and HMI.

Consultant will confirm trending and alarming for each historized data or alarm parameter.

Consultant will provide bench testing local and remote witnessing capability for SC-OR staff and advise SC-OR on schedule at least three weeks prior to bench testing.

Consultant's scope includes up to 6 weeks of bench test facilitation, programming fixup, and documentation updates by up to four members of the Consultant's team.

Task 4 Deliverables:

- Bench test schedule (task breakout in hourly increments).
- Final commissioning field signal, software tag, and loop reports and system test plan with signed and completed bench test checkout.
- Final commissioning PLC program printouts.
- Final commissioning HMI screenshots.
- Final commissioning network patching drawings.
- Final commissioning network address list.

Task 5 – Onsite Integration

Consultant's scope includes virtual and/or in-person attendance of bi-weekly 1-hour startup coordination meetings with up to three members of the Consultant's team over one year.

Task 5.1 – SCADA Network Integration

Consultant will deliver new control system components to SC-OR WWTP and perform onsite installation and commissioning of the new control system. Consultant will mount SCADA network equipment on 4-post server rack located in the Control Building. Consultant will provide patch cables and route power between rack mounted components.

Consultant will install SCADA thin client workstations at server rack location for operator status and control.

Consultant will test SCADA network functionality to confirm proper operation of all hardware and software components.

Consultant will connect existing remote telemetry unit (RTU) to new SCADA network to facilitate data polling from SC-OR's sewer system pump stations and Lake Oroville Area Public Utilities District's (LOAPUD's) meter vault.

Task 5.2 – Field Commissioning

Consultant will provide field commissioning services for PLCs listed below.

- 390-LCP-100/390-PLC-100, located in Return Sludge Pump Station.
- 700-LCP-100/700-RIO-100, located outdoors at the Equalization Ponds.
- 750-LCP-100/750-PLC-100, located in Control Building.

Consultant will commission only one process area PLC at a time to reduce impact to plant operations. Consultant will commission the next plant process area PLC only upon completion testing, training, and completion of a 14-day performance period with SC-OR approval of the previously installed and commissioned PLC. Consultant will follow startup test plan during participation in execution of Functional Test 2, Facility Startup, and Performance testing. Consultant will note any discrepancies during testing and provide signed and completed forms for SC-OR record.

Consultant will coordinate with package system vendors to establish field control networks communications and messaging of read and write registers between vendor and Plant PLCs.

The new and existing SCADA network will run concurrently during commissioning of new control system and Consultant will decommission existing control system after replacement of each PLC.

Field commissioning scope includes travel and 12 weeks of labor by up to three members of the Consultant's team.

Consultant will update SCADA network documentation to reflect as-built conditions and provide up to a total of 6 days of onsite training for SC-OR staff covering access and control of new control system PLC, HMI, and SCADA network components.

Task 5 Assumptions:

- Contractor will provide fiber optic cable splicing at SCADA server rack patch panel.
- Contractor has completed fiber optic cable installation and termination from the SC-OR WWTP Control Building to the local control panel prior to onsite commissioning of a process area.
- PIC System integrator has successfully completed Functional Test Part 1 as defined in conformed specifications prior to Consultant involvement in Functional Test Part 2, Facility Startup, and Performance Test.
- Contractor and PIC system integrator provide dedicated representatives to help facilitate Functional Test Part 2, Facility Startup, and Performance Test.

Task 5 Deliverables:

- As-built field signal, software tag, and loop reports and signed and completed system test plans.
- As-built PLC program printouts.
- As-built HMI screenshots.
- As-built network patching drawings.
- As-built network address list.
- As-built process control narratives.
- As-built application software design manual.

Schedule

A preliminary milestone schedule for each Task is as follows:

Milestone	Target Start	Target Finish
Task 1 - Project Management	4/1/2025	12/31/2026
Task 2 - Design Development	4/1/2025	9/30/2025
Task 3 - Lab Configuration	6/1/2025	12/31/2025
Task 4 - Bench Testing	1/5/2026	2/27/2026
Task 5 - Onsite Commissioning	3/2/2026	9/30/2026

All work under this Task Order is expected to be completed by December 31st, 2026. The Consultant reserves the right to request a scope and fee modification for additional administrative and support time and updated billing rates if the work is delayed beyond the reasonable control of the Consultant.

Compensation

Compensation for services described herein will be on a time and materials basis for a total not-to-exceed budget of **\$1,135,887**. Compensation is based on hourly bill rates included in the attached table. This total fee will not be exceeded without prior authorization from SC-OR.

SC-OR is not obligated to compensate the Consultant for work beyond the authorized budget nor is the Consultant obligated to incur costs that exceed the authorized budget.

Table 1 – Estimated Fee Breakdown

Task	Budget
Task 1 - Project Management	\$92,896
Task 2 - Design Development	\$143,592
Task 3 - Lab Configuration	\$369,013
Task 4 - Bench Testing	\$136,474
Task 5 - Onsite Commissioning	\$393,913
	\$1,135,887

ATTACHMENT 1
SC-OR WWTP Upgrade
SCADA Integration and Programming
Hourly Bill Rates

ATTACHMENT 2
SC-OR WWTP Upgrade
SCADA Integration and Programming
Bill of Materials

Behind every good Business is a great Bookkeeper



Bookkeeping Proposal

FROM:

Your Favorite Bookkeeper, LLC

PREPARED FOR:

Mikah Salsi
Glen Sturdevant
Lauri Pittman

SCOPE OF SERVICES

- **Transaction Recording:** I will accurately record all financial transactions, including charges and fees, purchases, receipts, and payments, ensuring comprehensive documentation and proper categorization.
- **Bank and Credit Card Reconciliation:** I will reconcile your bank statements and credit card transactions with your financial records, identifying and resolving any discrepancies.
- **Fixed Asset and Depreciation:** I will record and reconcile fixed asset purchases and depreciation according to GAAP standards on a monthly basis.
- **Accruals:** I will adjust the accrued expenses (i.e. payroll and compensated absences) based on their respective statements and reporting.
- I will also reconcile the audit adjustments that were made in the previous fiscal year according to the SC-OR Audit Cover Letter, page 2. as to avoid these corrections in the future.

Your Favorite Bookkeeper

SCOPE OF SERVICES (CONT.)

- Financial Reporting: I will prepare regular financial reports, including balance sheets, income statements, and cash flow statements, providing you with a clear overview of your company's financial health.
- Monthly/Quarterly Meetings: We will have monthly or quarterly meetings to discuss the results of the financial records produced to form a cohesive team
- Regular communications via email or zoom to discuss any questions or findings and to assist you on the bookkeeping process.

COMPENSATION SUMMARY

Bookkeeping Services are priced based on the complexity of your business and the services you are requesting.

MONTHLY BOOKKEEPING - \$1,750/MONTH DUE ON THE 1ST OF THE MONTH

Provide comprehensive bookkeeping services, including maintaining and organizing financial records, reconciling accounts, and preparing financial statements furnished to your CPA.

****DEPOSIT REQUIRED- \$1,750**

One month fee is required once the engagement letter has been signed.

Your Favorite Bookkeeper

NEXT STEPS

Thank you for considering Your Favorite Bookkeeper, LLC as your trusted bookkeeping partner. I am confident that my ability to provide exceptional bookkeeping services will contribute to the financial success of your business.

I look forward to the opportunity to work with you.

Many blessings,

Joanna Anglen
Your Favorite Bookkeeper, LLC
joanna.anglen@gmail.com



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: MARKET RATE HOUSING IMPACT FEE DEFERMENT AGREEMENT

DATE: FEBRUARY 18, 2025

SUMMARY

Consideration of an impact fee deferment for a 174-unit, market-rate housing project for a period of 10 years.

DISCUSSION

Oroville, like many cities in California, is experiencing a lull in construction of market rate housing projects. Over the past several years there have been many opportunities for financial assistance by both the State of California and the federal government to encourage the development of affordable housing. Given the availability of low-cost land in Oroville and the available financial incentives there have been several affordable housing developments over the past several years. These developments have been important to fill the needs of moderate and low-income families and individuals and as a result the City has far exceeded the number of affordable units that were identified in the current Housing Element Regional Housing Needs Assessment.

Conversely, there are no incentives for the development of market rate housing. Due to the lack of incentives, higher interest rates, and changes in the metrics financial institutions use to underwrite development, developers have found it challenging to take on new developments.

The City does not have the resources to provide direct financial assistance, however, the City is able to defer fees as a means of encouraging the development of market-rate housing. By providing a development agreement that would allow the deferment of fees over a period of 10-years, the upfront obligations of a developer are reduced, which bridges the financial gap necessary to fund a project.

The Grove Apartments is a planned 174-unit, luxury apartment, market-rate housing project that has been proposed by Chuck Tatreau Construction Inc. Initial plans have been submitted and are nearly ready for permit issuance. The project is located off of Grand Avenue and units on the south side of the project will have river views and the developer

has included a pool, pickleball court, picnic area, and a playground within the gated community. Grading for the project could begin in the Spring of 2025.

The total deferred amount of impact fees would only include those fees collected by the City and would not include fees collected by the school district or SC-OR. The total sum to be deferred would be approximately \$947,262.98. Staff proposes an interest rate of 3% over a 10-year period and would be paid monthly commencing in the first month following the issuance of a Certificat of Occupancy. The total collected if payment in full isn't satisfied at an earlier date would be \$1,097,621.09, and the interest collected would equal \$150,358.11.

The fees collected by the City are for impacts in the following areas including the amount to be deferred for this specific project:

Law Enforcement	\$196,626.12
Fire Suppression/protection	\$114,554.37
Traffic/Circulation Systems Residential Uses	\$135,139.14
Storm Drain System	\$183,696.16
Sewer Collection Facilities (TWSD)	\$183,526.20
General Government/Administration	\$119,720.99
Park Development (Waived)	
Deferral Fees	\$14,000
Total Fees Deferred	\$947,262.98

FISCAL IMPACT

The full sum of the impact to be deferred as a loan to the developer in the amount of \$947,262.98, would be paid to the categories in the amounts listed above from the General Fund. The amortized payments received, including the principal and interest, would be deposited directly into the General Fund. There would be a potential revenue increase through the full repayment period due to the collected interest of \$150,358.11, if satisfaction of the full payment is not provided before expiration of the terms of the loan.

ACTION REQUESTED

Direct staff to develop Development Impact Fee Derral Loan Agreement and authorize the Mayor to sign; and

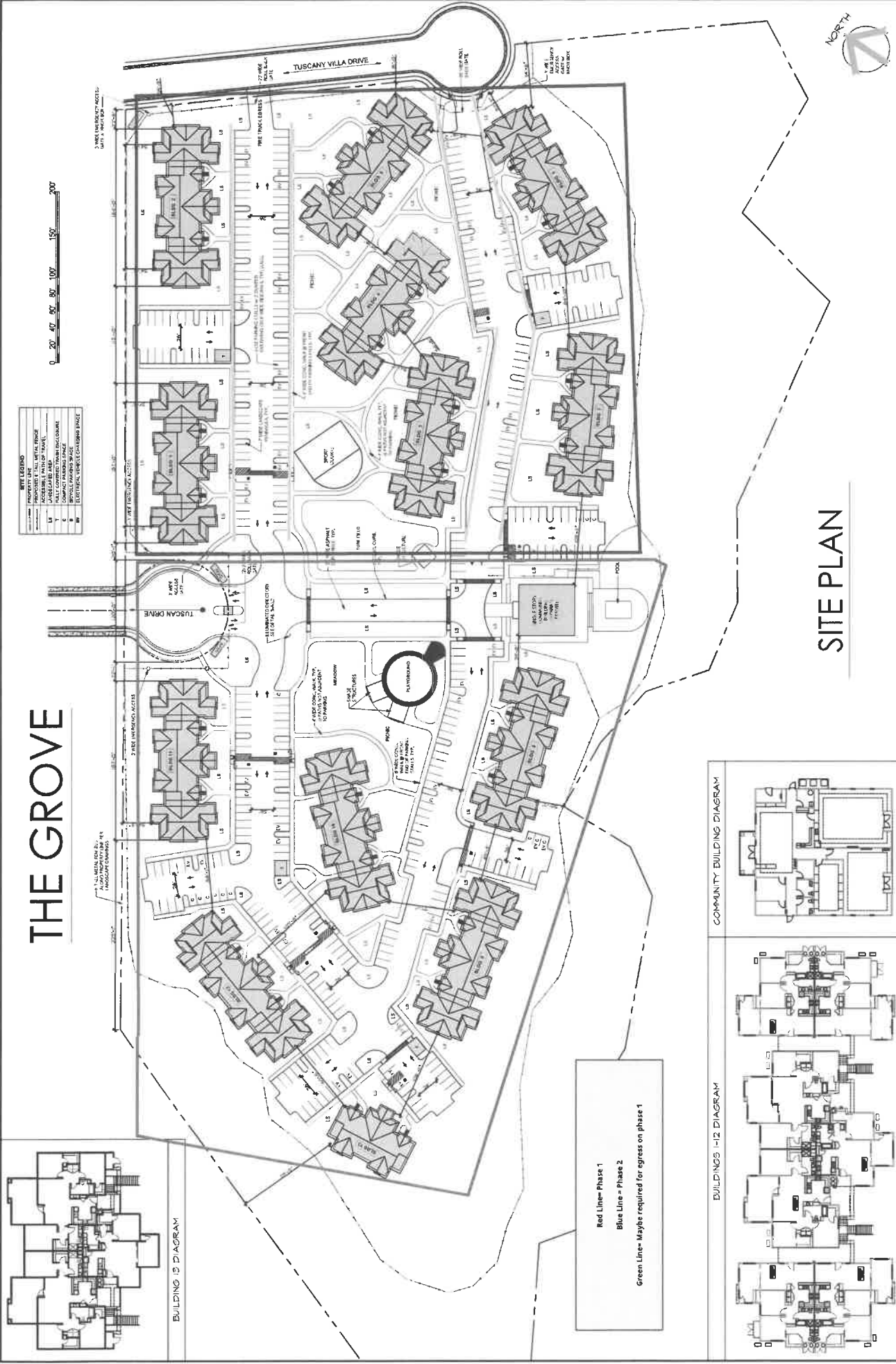
Direct staff to execute and record a Deed of Trust and Promissory Note as security for the loan; and

Adopt Resolution No. 9352

ATTACHMENTS

1. Project Elevations and Landscape Plan
2. 10-Year Amortization Schedule
3. Resolution No. 9352

THE GROVE

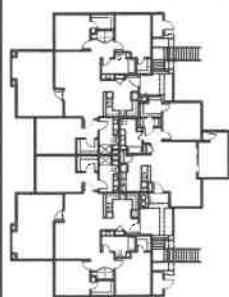


SITE LEGEND

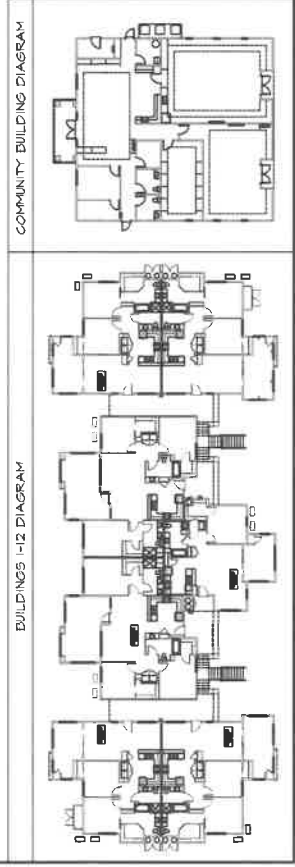
---	PROPERTY LINE
---	PROPOSED DRIVE
---	ACCESSIBLE PATH OF TRAVEL
---	EXISTING DRIVE
---	PAVING CONTRACTOR'S EXCAVATION
---	CONTRACTOR'S EXCAVATION
---	ELECTRICAL SERVICE CHANGING SPACE



SITE PLAN

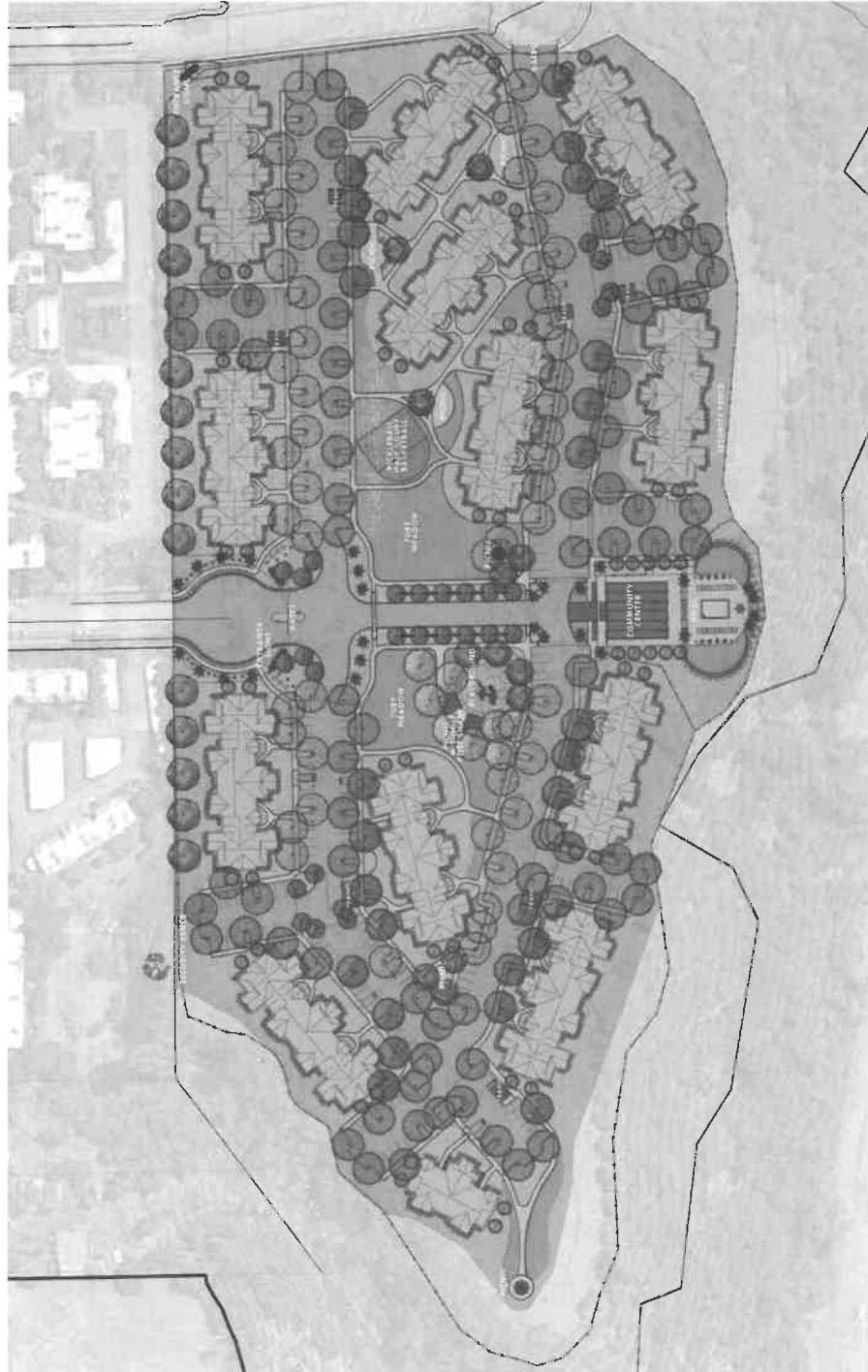


Red Line = Phase 1
 Blue Line = Phase 2
 Green Line = Maybe required for egress on phase 1



PLANT SCHEDULE

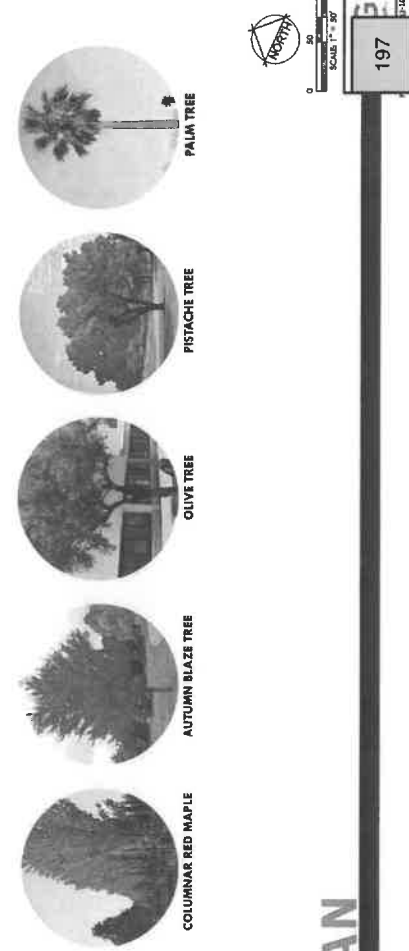
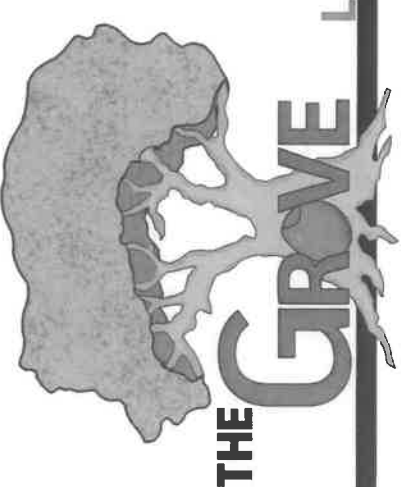
CODE	REFERENCE NAME	COMMON NAME	HEIGHT
ACE 001	Acacia saligna	Acacia saligna	15' to 20'
ACE 002	Acacia saligna	Acacia saligna	15' to 20'
ACE 003	Acacia saligna	Acacia saligna	15' to 20'
ACE 004	Acacia saligna	Acacia saligna	15' to 20'
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ACE 097	Acacia saligna	Acacia saligna	15' to 20'
ACE 098	Acacia saligna	Acacia saligna	15' to 20'
ACE 099	Acacia saligna	Acacia saligna	15' to 20'
ACE 100	Acacia saligna	Acacia saligna	15' to 20'



PARKING LOT - 376 SPACES
SHADE CALCULATIONS TABLE

TREE DIAMETER	10" - 14"	16" - 18"	20" - 24"	26" - 30"	36" - 42"	TOTAL LF.
35'	40,723	31,641	11,024	19,440	77,143	
30'	42,328	4,332	11,023	19,440	77,143	
25'	0	0	0	0	0	
20'	0	0	0	0	0	
15'	0	0	0	0	0	
10'	0	0	0	0	0	
5'	0	0	0	0	0	
TOTAL	83,051	35,973	22,047	38,880	180,000	
TOTAL TREE SHADE	77,795					
TOTAL ADJACENT SHADES	0					
TOTAL PAVED AREA TO BE SHADED	124,241					
SHADE AREA REQUIRED - 50%	62,120					
TOTAL SHADE AREA PROVIDED	77,795					
PERCENT SHADE	62					

IRRIGATION NOTES
 1. 98% OF IRRIGATION SHALL BE MATCHED PRECIPITATION RATE SPRAY SYSTEM
 2. 2% OF IRRIGATION SYSTEM TO BE ON THE LOW VOLUME BUBBLER SYSTEM
 3. IRRIGATION SHALL BE ZONED AND SCHEDULED TO PROVIDE THE MINIMUM AMOUNT OF WATER NECESSARY TO SUPPORT / SUCROUS PLANT GROWTH
 4. THIS PLAN WILL MEET ALL WORLD REQUIREMENTS



NOTES:
 1. THIS PLAN SHOWS ALL PROPOSED TREE LOCATIONS ON THE PROJECT SITE. ONLY THE TREES ANNOTATED WITH A DIAMETER COVERAGE ARE INCLUDED IN THE SHADE CALCULATIONS TABLE.
 2. PAVED VERTICAL SURFACE AREA IS INCLUDED IN CALCULATIONS

LANDSCAPE SITE PLAN

Item 11.



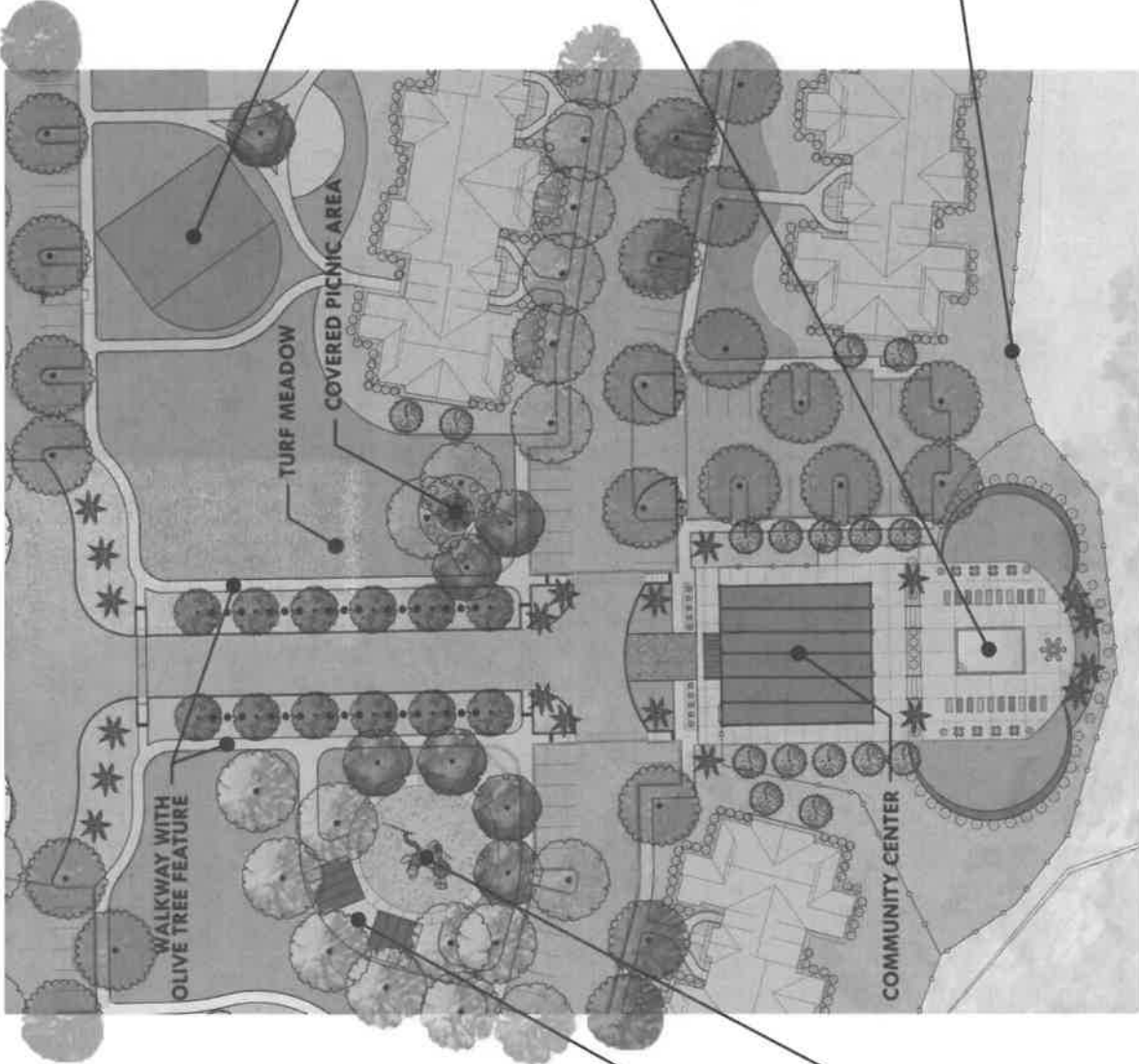
PICKLEBALL COURT & HALF-COURT BASKETBALL



COMMUNITY POOL



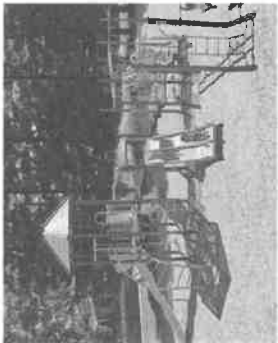
SECURITY FENCE



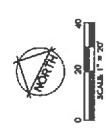
NEIGHBORHOOD LIGHTING



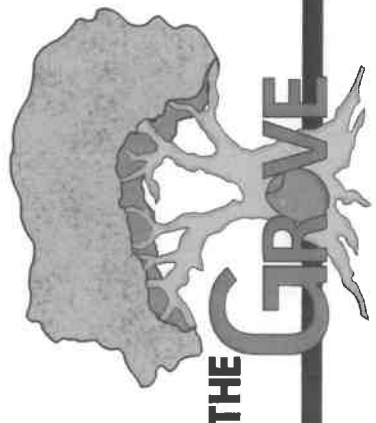
PICNIC AREA WITH BBQ AND SINGLE POST SHADE STRUCTURES

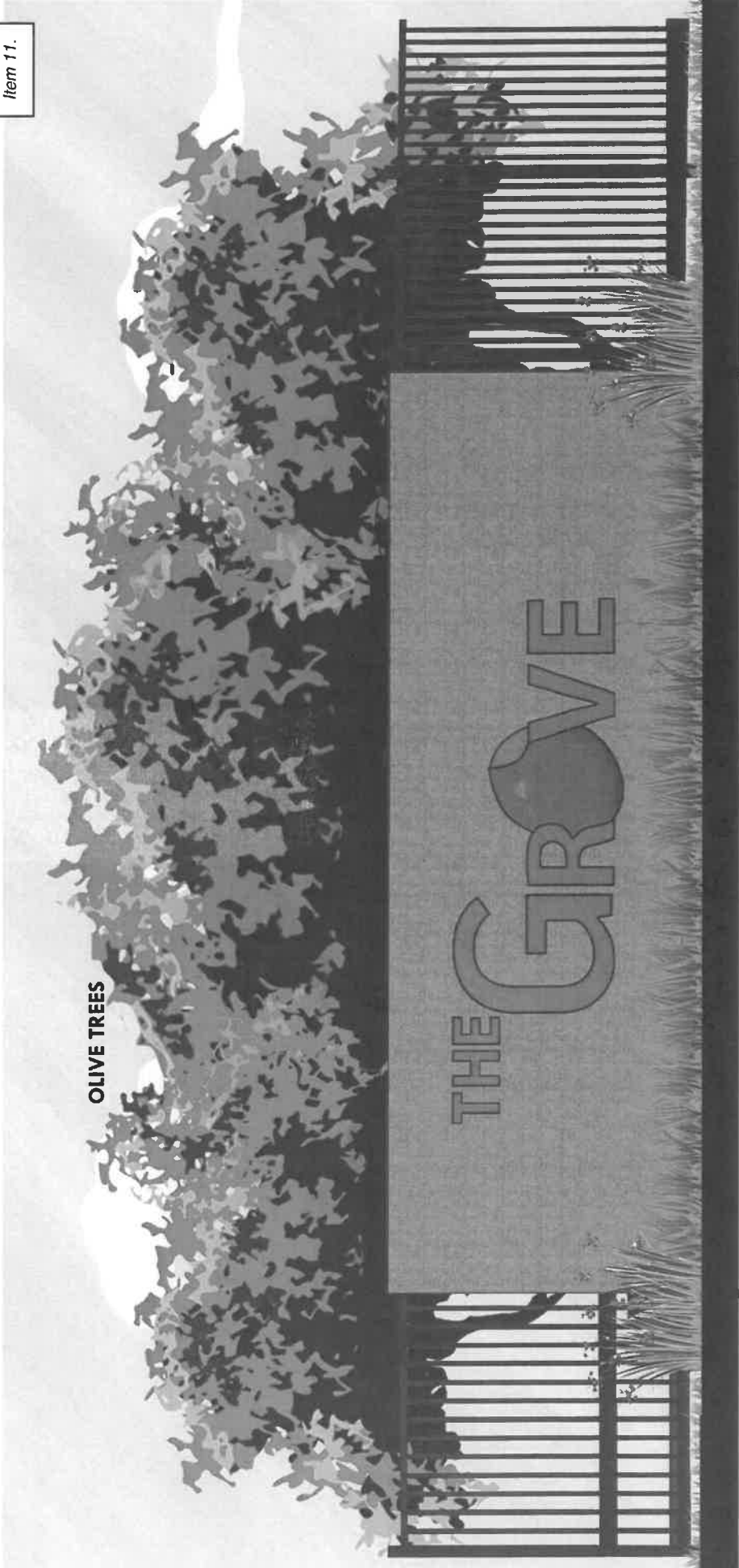


PLAYGROUND



SITE AMENITIES





OLIVE TREES

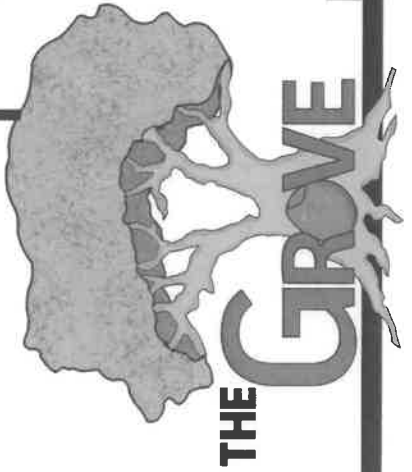
THE GROVE

SECURITY FENCE - 6'

CORTEN STEEL LETTERS,
RUSTED BROWN FINISH- 4'X16'

BOARD FORM FINISH
CONCRETE WALL - 6'X24'

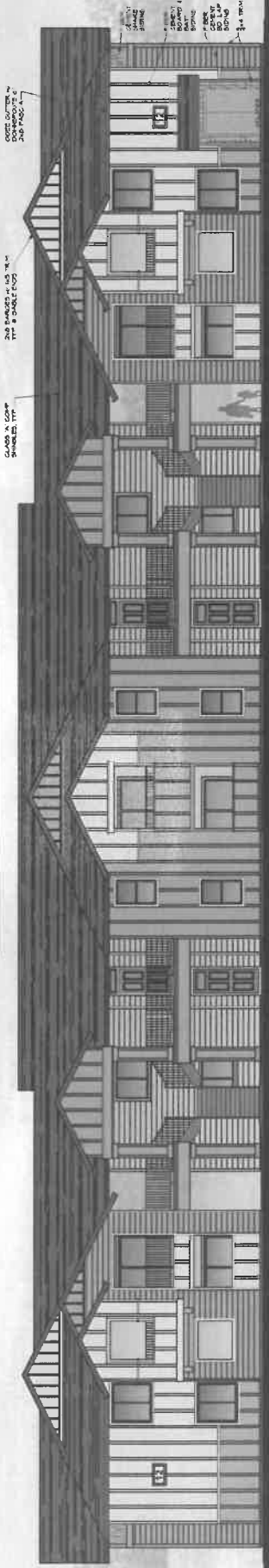
SECURITY FENCE - 6'



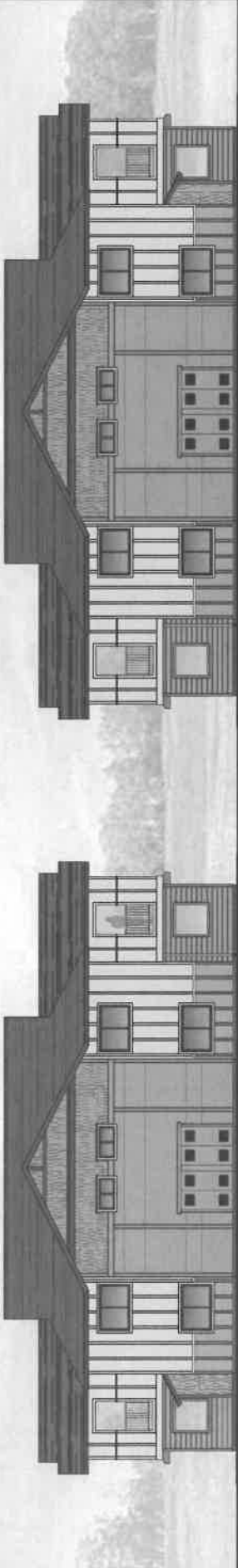
THE GROVE MAIN ENTRANCE SIGN

THE GROVE

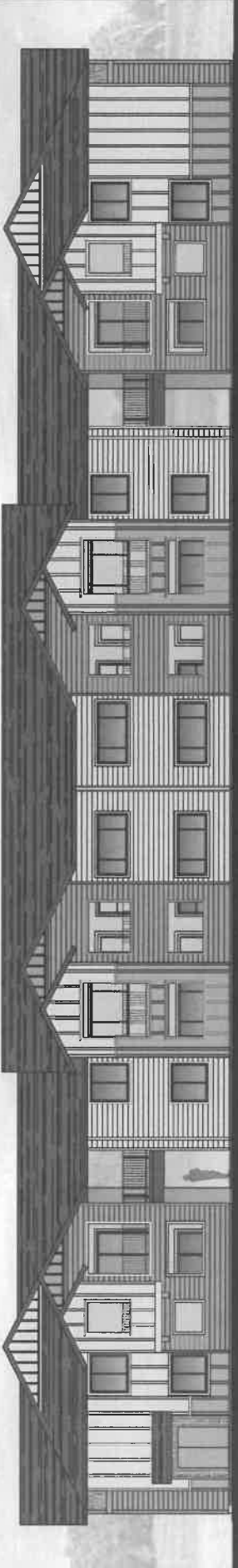
BUILDINGS 1-12



FRONT ELEVATION



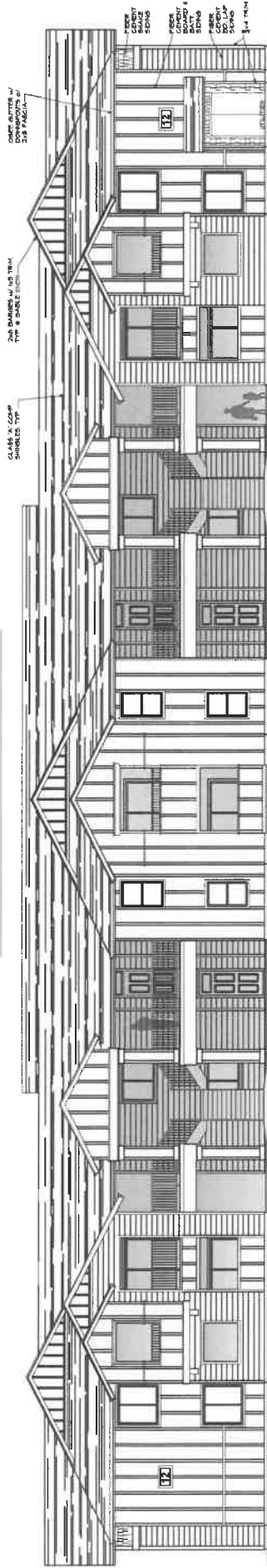
SIDE ELEVATIONS



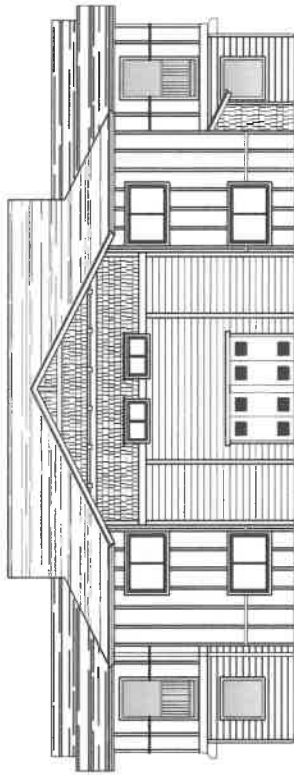
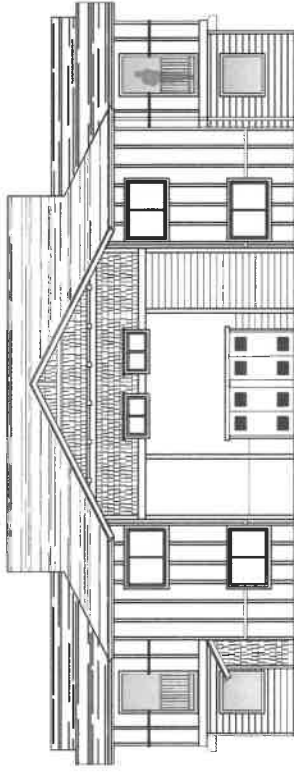
REAR ELEVATION

THE GROVE

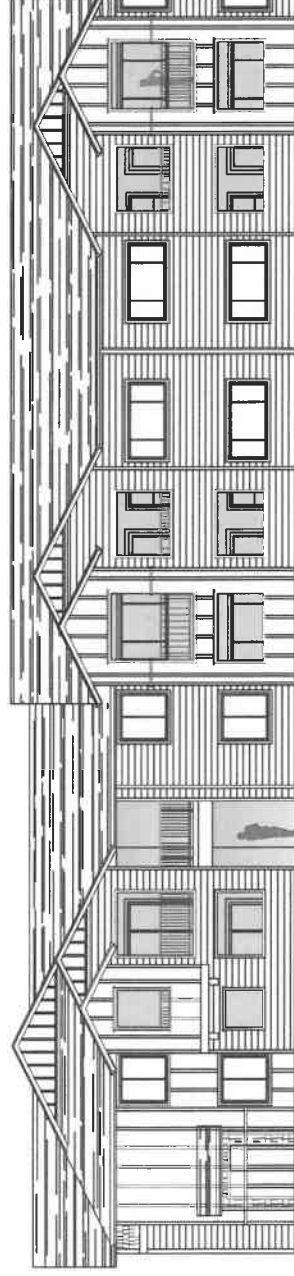
BUILDINGS 1-12



FRONT ELEVATION

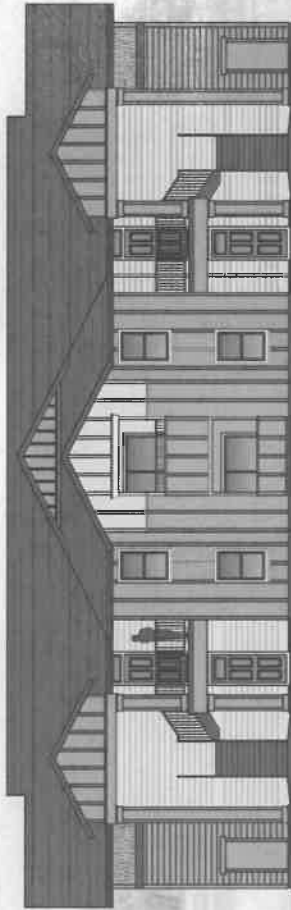


SIDE ELEVATIONS

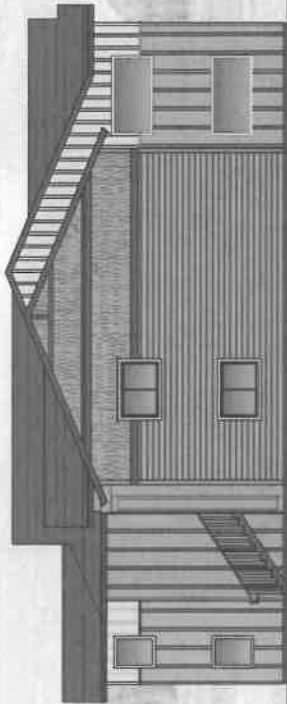


REAR ELEVATION

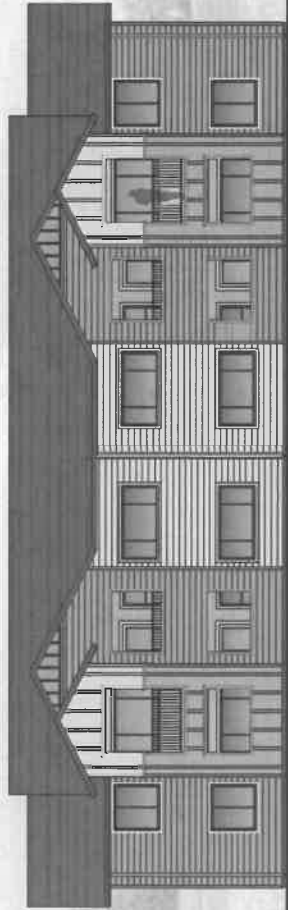
BUILDING 13



FRONT ELEVATION

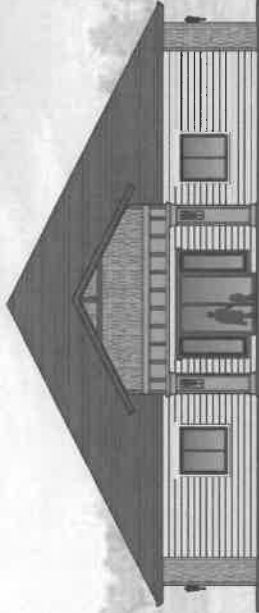


SIDE ELEVATIONS

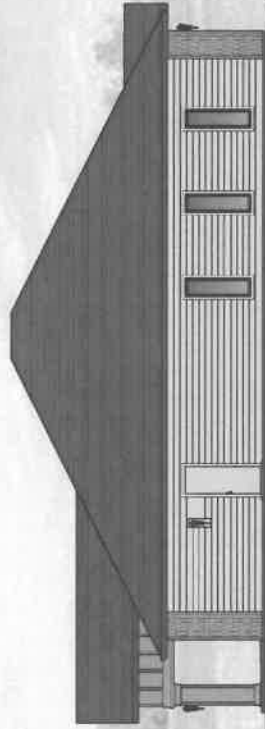


REAR ELEVATION

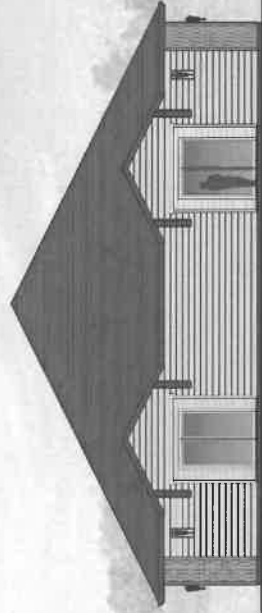
COMMUNITY BUILDING



FRONT ELEVATION

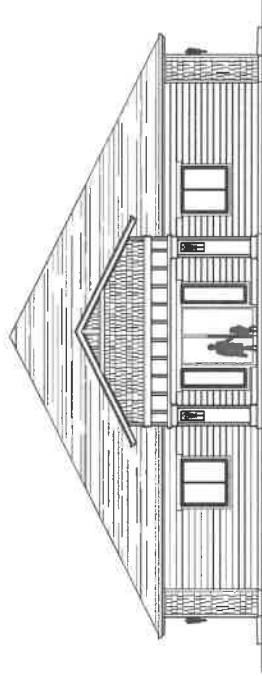


EAST SIDE ELEVATION

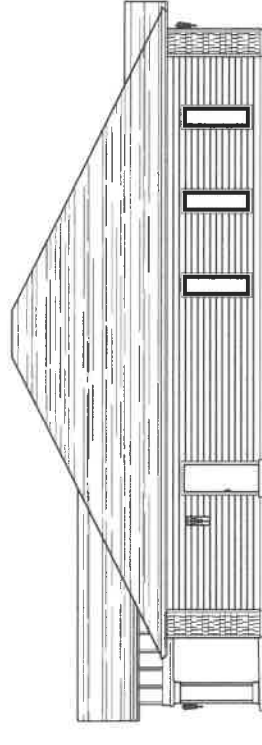


REAR ELEVATION

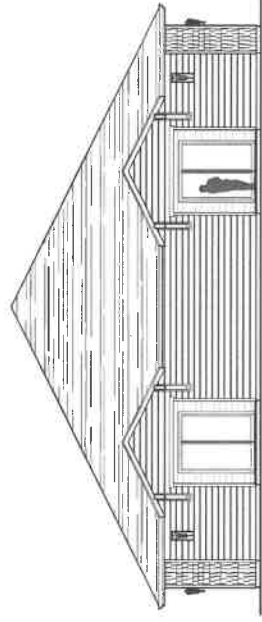
COMMUNITY BUILDING



FRONT ELEVATION

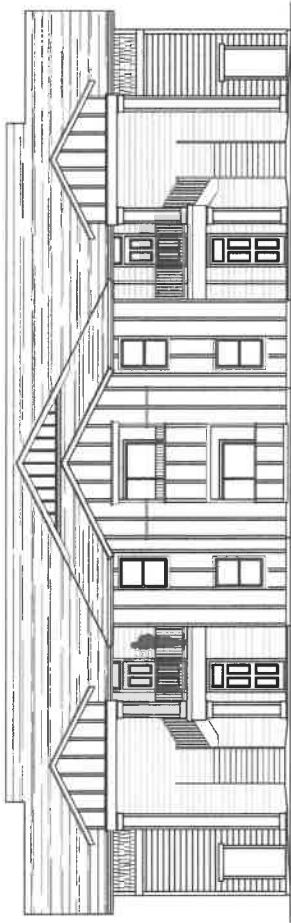


SIDE ELEVATION

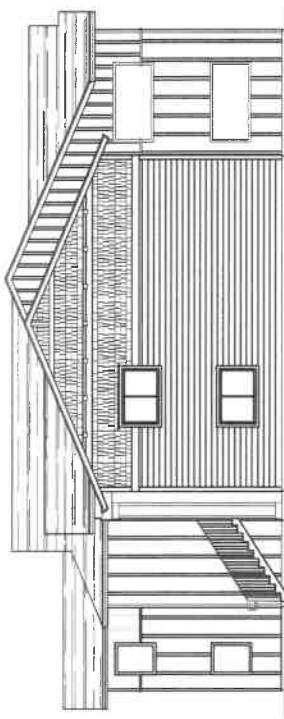


REAR ELEVATION

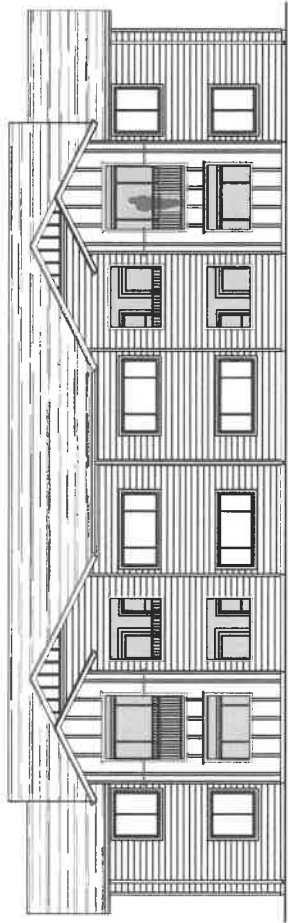
BUILDING 13



FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION

FEE DEFERRAL AGREEMENT

This Fee Deferral Agreement ("**Agreement**"), dated as of _____ (the "**Effective Date**"), is entered into by and between the CITY OF OROVILLE, a California municipal corporation ("**City**") and Chuck Tatreau Construction Inc., a California corporation ("**Developer**"), each a "**Party**" and collectively the "**Parties**," on the following terms and conditions:

RECITALS

A. Developer is developing a market rate housing project to be known as The Olive Grove Apartments (the "**Project**") on that certain real property designated as APN 031-110-042, located in the City of Oroville, California.

B. The City has established a regular program of imposing the payment of specified fees on the construction of new development projects within the City. These fees are typically payable to the City at the time the project applicant submits an application to the City for the requisite permits and approvals.

C. As part of the approval of the Project, the City has imposed, and the Developer has agreed to pay, impact fees for the development of the Olive Grove Apartments due to the increased demand that will be placed on the City as a result of construction of the Project.

D. In certain instances the City acknowledges that it may be to the public's benefit to defer the payment of certain fees until a specified time after the issuance of the permit or approval.

E. Developer has requested that the Project be considered eligible for deferral of the fee for emergency services. Based on the designation of the Project for market rate housing and difficulty of financing the fee at this time and the desire to ensure the construction of the Project, the City has agreed to a deferral under the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Deferral and Payment. The City agrees that Developer may defer payment of certain impact fees, as defined in Attachment A, to City for a period of 10-years at the rate of 3% interest. The total sum of fees to be deferred shall be Nine Hundred Forty-Seven Thousand Two Hundred Sixty-Two Dollars and Ninety-Eight Cents (\$947,262.98). Payments in the amount of \$9,146.84 are to begin on the first day of the month following the issuance of a Notice of Completion and continue for a period of 120 months until the full obligation of the deferment agreement has been satisfied. Developer agrees to timely pay all other City fees, including processing fees, as required by the City, as such other fees are not subject to deferral

pursuant to this Agreement. Developer, at its option, may pre-pay all or a portion of the Development Impact Fees and there shall be no penalty for pre-payment.

2. Default. Developer's failure to perform any term or provision of this Agreement constitutes a Default of this Agreement. In the event of a Default, the City shall give written "Notice of Default" to the Developer, specifying the Default. Delay in giving such notice shall not constitute a waiver of the Default. If the Developer fails to cure the Default within thirty (30) days after receipt of a notice specifying the Default, or, if the Default is of a nature that cannot be cured within thirty (30) days, Developer shall be liable to the City for any and all actual damages caused by such Default, including any attorney fees and costs incurred unless otherwise provided for by this Agreement.

3. No Waiver. Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

4. Legal Actions. In addition to any other rights and remedies, any party may institute a legal action to require the cure of any default and to recover actual damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement.

5. Jurisdiction and Venue. Legal actions must be instituted and maintained in the Superior Court of Butte County, California, or in the United States District Court, Eastern District of California.

6. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without reference to its choice of laws principles.

7. Rights and Remedies Are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same Default or any other Default by another Party.

8. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the City and Developer. No other parties or entities are intended to be, or shall be considered, a beneficiary of the performance of either of the Parties' obligations under this Agreement.

9. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms. Reference to section numbers are to sections in this Agreement unless expressly stated otherwise.

10. Interpretation. The City and Developer acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and each represents and warrants to the other that it has been represented by legal counsel in the negotiation and drafting of this Agreement.

Accordingly, the rule of construction which provides the ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement

11. Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.

12. Amendments to Agreement. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of the City and Developer.

13. Notices, Demands and Communications Between the Parties. Formal notices, demands and communications between the parties shall be given in writing and personally served or dispatched by certified mail, postage prepaid, return receipt requested, or by overnight express mail to the principal offices of the parties, as designated in this Section. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time be designated by notice as provided in this Section. Any such notice shall be deemed to have been received (i) upon the date personal service is affected, if given by personal service, (ii) on the date received, if sent by overnight express mail, or (iii) upon the expiration of three (3) business days after mailing, if given by certified mail, return receipt requested, postage prepaid.

If notice is to be made to the City: City of Oroville
Attn: City Administrator
1735 Montgomery Street
Oroville, CA 95965
Tel: (530) 538-2535

If notice is to be made to Developer: Chuck Tatreau Construction
Attention: Chuck Tatreau
1250 Ceres Avenue, CA 95926
Tel: (530) 680-4520

14. Authority. The individuals executing this Agreement on behalf of Developer represent and warrant that they have the legal power, right and actual authority to bind Developer to the terms and conditions hereof.

15. Counterpart Originals. This Agreement may be executed in duplicate original counterparts, each of which is deemed to be an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY:

CITY OF OROVILLE, a municipal corporation

By: _____
Name: David Pittman, Mayor

ATTEST:

By: _____
Kayla Reaster, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Huber, City Attorney

DEVELOPER:

Chuck Tatreau Construction

By: _____

Name: _____

Title _____

Date: _____

Attachment A

Amortization Schedule
\$947,262.98 Loan
3% Interest Rate
120 monthly payments of \$9,146.84
Total Payments: \$1,097,621.09 Total Interest: \$150,358.11

**CITY OF OROVILLE
RESOLUTION NO. 9352**

**A RESOLUTION OF THE CITY COUNCIL OF OROVILLE, CALIFORNIA,
APPROVING AN IMPACT FEE DEFERMENT AGREEMENT FOR THE GROVE
APARTMENTS, A 174-UNIT MARKET-RATE HOUSING DEVELOPMENT**

WHEREAS, the City of Oroville recognizes the importance of encouraging the development of market-rate housing to promote economic growth and housing diversity; and

WHEREAS, the City has exceeded its Regional Housing Needs Assessment (RHNA) allocation for affordable housing but has experienced a decline in the construction of market-rate housing projects due to financial and economic constraints; and

WHEREAS, market-rate housing developments do not currently benefit from state or federal financial incentives, making it difficult for developers to undertake new projects; and

WHEREAS, the City of Oroville seeks to support the construction of market-rate housing by offering a development impact fee deferment program as a financial bridge for developers to help mitigate upfront costs; and

WHEREAS, Chuck Tatreau Construction Inc. has proposed the Grove Apartments, a 174-unit, luxury market-rate housing project, which will include amenities such as a pool, pickleball court, picnic area, and playground within a gated community, with grading expected to begin in Spring 2025; and

WHEREAS, the City of Oroville agrees to defer impact fees for the Grove Apartments development in the amount of \$947,262.98 for a period of ten (10) years at an interest rate of 3%, to be repaid in monthly installments commencing in the first month following the issuance of a Certificate of Occupancy; and

WHEREAS, the deferred impact fees are related to law enforcement, fire suppression/protection, traffic circulation systems, storm drain systems, sewer collection facilities, and general government/administration, with park development fees being waived; and

WHEREAS, the total repayment amount, including principal and interest, is estimated at \$1,097,621.09, with an interest amount of \$150,358.11 accruing over the full repayment period should the loan not be satisfied earlier; and

WHEREAS, the City Council finds that deferring these impact fees will support much-needed market-rate housing development while ensuring that City infrastructure and services continue to be properly funded over time.

NOW, THEREFORE, BE IT RESOLVED,

- 1) That the City Council of Oroville, California, does hereby approve the Market Rate Housing Impact Fee Deferment Agreement for the Grove Apartments project and authorizes the Mayor to execute the agreement and related documents; and
- 2) That an appropriate budget adjustment be made transferring the impact fee amounts into the appropriate impact fee funds from the General Fund;
- 3) That City staff is directed to execute and record a Deed of Trust and Promissory Note as security for the loan, ensuring full repayment to the General Fund under the terms of the deferment agreement.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on February 18, 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Kayla Reaster, Asst City Clerk

David Pittman, Mayor



Board of Directors Special Election Ballot

Term: 2025 -- 2027

As a non-profit membership organization the Chamber is overseen by a Board of Directors. Each director is elected by the Chamber Nominating Committee and fulfills a three-year term.

The following people are Chamber members in good standing and have been nominated by the current Board of Directors to fill empty seats on the Board and to serve for 2025--2027.

Please return your ballot no later than **Friday, February 14, 2025**. You may scan your ballot and email it to info@orovillechamber.com, or mail or hand carry it to 1789 Montgomery St., Oroville, CA 95965.

The Board of Directors has nominated the following slate of candidates for empty Board seats.

You may vote for individual candidates or approve the full slate by checking this box.

Beverly Delucchi, Oroville Aerie FOE 196

Tammy Flicker, Go West Realty

Please write the name of your business below, so we do not receive duplicate votes from businesses. Each Chamber Member receives 1 ballot.

Name of Business: _____

Thank you for being a valued member of the Oroville Area Chamber of Commerce!



Mr. Glen Sturdevant, Manager/Superintendent
Sewerage Commission – Oroville Region
P.O. Box 1350
Oroville, California 95965

February 14, 2025

Subject: Progress Report – General Consulting, Upgrade Design, Ruddy Creek Pump Station

Dear Glen,

This progress report for engineering services related to General Consulting covers work performed November 23 through December 27, 2024. Our invoices for services performed during this period is attached.

Work performed during this period includes the following:

- TO 34 – WWTP Upgrade Final Design
 - Completed addendum 2
 - Received bids and conducted bid opening
 - Initial review of received bids

- TO 36 – Ruddy Creek Lift Station Design
 - Continued coordination with PG&E
 - Progressed electrical design
 - Progressed structural design
 - Progressed civil design

If you have any questions regarding this progress report, please call me at 650-644-5948.

Regards,

Ted Couch

Ted Couch, P.E.
Project Manager

Sewerage Commission - Oroville Region

Monthly Flows Report - Jan-25

Name of Agency	Total Monthly Flow (MG)	Average Daily Flow (MG)	Total Peak Flow (MG)	Date of Peak Flow
SC-OR Plant Total	102.346	3.301	11.34	1/3/2025
Lake Oroville Area P.U.D.	29.868	0.963	3.90	1/3/2025
Thermalito Water and Sewer	13.778	0.444	1.94	1/3/2025
City of Oroville	58.700	1.894	5.50	1/3/2025

Septage Pumpers 0.0620 Million Gallons/Month

Monthly Rainfall 0.94 Total Inches/Month

Environmental Compliance Report

To the SC-OR Commissioners and Staff from Kendra Morgan

February 25, 2025

INDUSTRIAL PRETREATMENT PROGRAM

INSPECTIONS

The dischargers submitted their monthly flow reports for January 2025. All dischargers and lines appear to be in compliance with their permits.

ENFORCEMENT

There are no enforcement items to report.

ACTIVITIES

All operations continued as normal in the laboratory and environmental areas.