



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

January 16, 2024
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

Please review the options below for ways to participate or observe the Council Meetings.

To Observe the Meeting:

1. Live Feed: <https://www.youtube.com/channel/UCAoRW34swYI85UBfYqT7IbQ/>
2. Zoom Link: <https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>
3. Zoom Application: Meeting ID: 968 7031 9529 Passcode: 67684553
4. By Phone: Telephone: 1-669-900-6833 Meeting ID: 968 7031 9529 Passcode: 67684553

To Provide Comment to the Council:

1. Attend the meeting in person
2. Send an Email by 2:00 PM the day of the meeting to publiccomment@cityoforoville.org. All comments emailed will be provided to the Council Members for their consideration.

If you would like to address the Council at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the City Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the Mayor or presiding chair in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, **please submit the form prior to the conclusion of the staff presentation for that item.** Council has established time limitations of three (3) minutes per speaker on all items and an overall time limit of thirty minutes for non-agenda items. If more than 10 speaker cards are submitted for an item, the time limitation would be reduced to one and a half (1.5) minutes per speaker for that item. If more than 15 speaker cards are submitted for non-agenda items, the first 15 speakers will be randomly selected to speak at the beginning of the meeting, with the remaining speakers given an opportunity at the end. **(California Government Code §54954.3(b)).** Pursuant to Government Code Section 54954.2, the Council is prohibited from taking action except for a brief response from the Council or staff to statements or questions relating to a non-agenda item.

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957.6, the Council will meet with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All Bargaining Units

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. Presentation of Financial Transparency Model

The Council may receive a demo of a new financial model for transparency of information.

ACTION REQUESTED – ACCEPT FOR INFORMATION.

2. Presentation for AHSC Nelson Pointe Affordable Housing Project

Cameron Johnson from AMG & Associates will present the project descriptions and site plan renderings for the proposed Nelson Point Project. Additionally, he will cover the many benefits to the community and timeline requirements of the Affordable Housing and Sustainable Communities (AHSC) grant funding.

ACTION REQUESTED – ACCEPT FOR INFORMATION.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 7** 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. 2024 California Department of Transportation Dump Day Event

The Council will consider authorizing the City of Oroville to enter into an agreement with the California Department of Transportation to host a Free Dump Day Event.

ACTION REQUESTED – ADOPT RESOLUTION NO. 9214 AUTHORIZING THE CITY OF OROVILLE TO ENTER INTO AN AGREEMENT WITH CAL TRANS TO HOST A FREE DUMP DAY EVENT.

2. Second Reading of Zoning Code Amendment (ZC) 23-02 Adding Section 17.12.120 to the Oroville Municipal Code (OMC) Establishing Regulations For Al Fresco Dining and Al Fresco Seating, And Amending Section 17.12.070 (Parking), 17.32.010 (Allowed Uses In Commercial Districts), 17.34.020 (Allowed Uses In Mixed-Use Districts), and 12.04.030 (Placing Produce, Merchandise, Etc., On Streets And Sidewalks)

The Council will consider adopting ZC 23-02, establishing regulations and standards for al fresco dining and al fresco seating in commercial and mixed-use districts within the City. ZC 23-02 would add Section 17.12.120 to the Oroville Municipal Code (OMC), amend Section 17.12.070 pertaining to parking standards for businesses proposing al fresco dining areas, amend Sections 17.32.010 and 17.34.020 by adding al fresco dining and seating areas as a Use-Specific Regulation in Commercial and Mixed-Use Districts, and amend Section 12.04.030 to allow the placement of dining and seating areas in the public right-of-way.

ACTION REQUESTED - ADOPT ORDINANCE NO. 1876 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADOPTING ZC 23-02 AND AMENDING THE OROVILLE MUNICIPAL CODE BY ADDING SECTION 17.12.120 ESTABLISHING REGULATIONS AND STANDARDS FOR AL FRESCO DINING AND AMENDING SECTION 17.12.070 "PARKING," SECTION 17.32.010 "ALLOWED USES IN COMMERCIAL DISTRICTS," SECTION 17.34.020 "ALLOWED USES IN MIXED-USE DISTRICTS," AND SECTION 12.04.030 "PLACING PRODUCE, MERCHANDISE, ETC., ON STREETS AND SIDEWALKS."

3. Acceptance of the REAP 2.0 Grant

The Council may consider accepting the REAP 2.0 grant to use for Construction Management Services on the SR-162 ATP Pedestrian Mobility and Safety Improvement Project.

ACTION REQUESTED – STAFF RECOMMENDS DIRECTING THE CITY ADMINISTRATOR TO SIGN THE AGREEMENT WITH THE BUTTE COUNTY ASSOCIATION OF GOVERNMENTS.

4. Authorization To Release a Request For Proposal (RFP) To Provide Goat Grazing Vegetation Management Services In Oroville

The Council may provide direction to the Director of Public Works to release a Request for Proposal (RFP) to Provide Goat Grazing Vegetation Management Services in Oroville.

ACTION REQUESTED - AUTHORIZE STAFF TO RELEASE A REQUEST FOR PROPOSAL GOAT GRAZING VEGETATION MANAGEMENT SERVICES FOR THE CITY OF OROVILLE.

5. Replacement of Problematic Credit Card Reader Kiosk For Fuel Island at Oroville Airport

For several months the credit card reader kiosk at the fuel island at the Oroville Municipal Airport has been problematic for pilots obtaining fuel for their aircraft. The issues seem to be primarily related to extremely problematic landline telephone service (dial-up) through AT&T. City staff has had several discussions with AT&T representatives, and AT&T has indicated that there are known problems with the “copper” lines servicing the area and that there are no known plans for a permanent solution. The current card reader hardware is approximately 17 years old and the software for report production is similar to technology of Windows95.

ACTION REQUESTED - APPROVE THE PURCHASE OF THE QT POD QT M4000 FMS CONTROL PEDESTAL, SOFTWARE AND HOSTING SUPPORT FOR MAXIMIZED SERVICE FOR PILOTS PURCHASING FUEL AT THE OROVILLE MUNICIPAL AIRPORT.

6. Creation of a Placard in Honor of Alberta Tracy

The Oroville City Council may consider creating a placard in honor of Alberta Tracy and her service to the community.

ACTION REQUESTED - APPROVE VERBIAGE AND PURCHASE OF PLACARD IN HONOR OF ALBERTA TRACY AS REPORTED IN THE STAFF REPORT.

7. Approval of the December 5, 2023 City Council Regular Meeting Minutes

Submitted for consideration and adoption by the Oroville City Council are the Regular Meeting Minutes from December 5, 2023.

ACTION REQUESTED – APPROVE DECEMBER 5, 2023 REGULAR CITY COUNCIL MEETING MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

8. Modifications to Council Appointment to Committees, Commissions and Boards

The City Council may consider two modifications to the 2024 Committee, Commission, and Board Appointments List.

ACTION REQUESTED - APPOINT ERIC SMITH TO THE BUTTE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT BOARD FOR A TERM OF TWO YEARS; AND

APPOINT SHAWN WEBBER AS REGULAR MEMBER TO THE CITIZENS OVERSIGHT BOARD, AND

APPOINT TRACY JOHNSTONE AS AN ALTERNATE MEMBER TO THE CITIZENS OVERSIGHT BOARD

9. Hewitt Park Improvements Project Budget Discussion

The Council will receive a project update regarding the estimated cost and funding sources of the Hewitt Park improvement project.

ACTION REQUESTED -

PROVIDE STAFF DIRECTION FOR MOVING FORWARD WITH THE HEWITT PARK IMPROVEMENT PROJECTS FROM THE FOLLOWING TWO OPTIONS:

1. CONTINUE WITH THE DESIGN AS PRESENTED DURING THE JANUARY 2, 2024, CITY COUNCIL MEETING WITH THE UNDERSTANDING THAT ALL COSTS THAT EXCEED THE GRANT FUNDS WILL BE FUNDED BY PARK DEVELOPMENT IMPACT FEES.
2. PROVIDE STAFF DIRECTION FOR REMOVING FEATURES TO LOWER THE OVERALL PROJECT COSTS.

10. Acceptance of Cal Water Annual Firefighter Grant and Recognition of Cal Water

The Council will consider acceptance of an annual firefighter grant offered by the California Water Service (Cal Water) for the Oroville Fire Department. This proposed grant, earmarked for the Fiscal Year 2024 (FY24), aims to facilitate the acquisition of 10 handheld thermal imaging cameras.

ACTION REQUESTED ACCEPT THE ANNUAL CAL WATER FIREFIGHTER GRANT (FY24)

11. Licensing Purchase of a Web Based Platform Designed to Assist Homeowners and Developers Through the Development Permitting Process

The Council will consider entering into a two-year agreement with On Camino for a web-based platform that will allow the public to better understand the permitting process and the requirements for a project or development.

ACTION REQUESTED -

DIRECT STAFF TO EXECUTE AN AGREEMENT (ATTACHED) WITH ON CAMINO, SUBJECT TO LEGAL REVIEW FOR CONFORMANCE, FOR A LICENSE TO USE THE ON CAMINO PLATFORM FOR A TWO-YEAR PERIOD.

12. Mid-Year Financial Review

The Council may receive a mid-year financial report for revenues and expenditures for the first six months of the fiscal year July 1, 2023, to December 31,2023.

ACTION REQUESTED:

STAFF RECOMMENDS THE FOLLOWING BUDGET ADJUSTMENTS:

REVENUES

NO BUDGET ADJUSTMENTS REQUESTED.

EXPENDITURES

- INCREASE TO RISK MANAGEMENT IN THE GENERAL FUND, LINE ITEM 100.1060.6090 TO COVER INCREASED INSURANCE COSTS. \$180,000
- INCREASE TO THE ELECTED OFFICIALS IN THE GENERAL FUND, LINE ITEM 100.1070.5310 TO COVER HEALTH INSURANCE COSTS. \$80,248
- INCREASE TO FIRE BUDGET IN THE GENERAL FUND, LINE ITEM 100.1150.6370 TO COVER A REVISION TO THE ESTIMATED COST OF THE CAL FIRE CONTRACT. \$592,768

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

- Mayor or Chairperson opens the public hearing and staff will present the item and answer Council questions.
- The hearing is opened for public comment limited to three (3) minutes per speaker. In the event of more than ten (10) speakers, time will be limited to one and a half (1.5) minutes. Under Government Code 54954.3, the time for each presentation may be limited.
- Speakers are requested to provide a speaker card to the City Clerk
- Public comment session is closed and then the Council will debate and take action
- Those wishing to speak at the public hearings below, but unable to attend before 5pm, may request that the council consider holding the public hearing after 5pm by emailing cityclerk@cityoforoville.org or calling 530-538-2535. Please submit request 24 hours before the meeting.
- Individuals may email comments for council consideration to publiccomment@cityoforoville.org

13. 5:00PM - Public Hearing Regarding The Adoption Of An Ordinance Of The City Council Of The City Of Oroville Related To The Addition Of Chapter 9 Section 6.08.102(A) A Dangerous Or Vicious Animals Policy (Second Reading)

The Council will conduct a public hearing regarding the adoption of Ordinance NO. 1875, an ordinance on dangerous and vicious animals for the Oroville Police Department and Northwest Society for the Prevention of Cruelty to Animals (NWSPCA).

ACTION REQUESTED - WAIVE THE SECOND READING AND ADOPT BY TITLE ONLY ORDINANCE NO. – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADDING A DANGEROUS OR VICIOUS ANIMAL POLICY, AMENDING TITLE 6 TO INCLUDE CHAPTER 6.08.120(A) TO 6.08.129(D), DANGEROUS OR VICIOUS ANIMAL POLICY, FOR THE CITY OF OROVILLE

**14. 5:15PM - First Reading of an Amendment of Oroville Municipal Code Section 17.16.150
- Mobile Food Vending**

The City Council will consider amending Municipal Code Section 17.16.150 (“Mobile Food Vending”) to set development standards for multiple food vendors at one location. The Planning Commission recommended approval of these modifications at its regular meeting of November 16, 2023 after consideration of the staff report, Planning Commissioner comments, and public comment. If approved by the City Council, the City Council will hold a second hearing to formally adopt the ordinance amending Municipal Code Section 17.16.150.

ACTION REQUESTED – CONTINUE THE PUBLIC HEARING TO THE REGULARLY SCHEDULED CITY COUNCIL MEETING DUE TO BE HELD ON FEBRUARY 6, 2024.

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.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
 - i. **Police Department Monthly Report for December 2023**

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on February 6, 2024 at 4:00 p.m.

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

Recordings - All meetings are recorded and broadcast live on cityoforoville.org and YouTube.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES

RE: PRESENTATION OF FINANCIAL TRANSPARENCY MODEL

DATE: JANUARY 16, 2024

SUMMARY

The Council may receive a demo of a new financial model for transparency of information.

DISCUSSION

The City has historically provided a portal on our website where anyone can go to look up current financial information. The first software we bought was called OpenGov and this worked well for many years. More recently we purchased ClearGov, and it worked well too. Over the years both companies have increased pricing each time we need to renew our contract. Staff has found a low-cost solution that will meet our needs for transparency and then some.

After checking out other governments who have implemented this model staff decided it would be a great tool for us and has been working with Charles Francis, a retired finance director who has created this tool.. He currently works as a Government Finance Executive Consultant.

FISCAL IMPACT

The financial model cost a onetime fee of \$5,000. ClearGov was \$6,600 annually. Budget savings of \$1,600 the first year and \$6,600 for all subsequent years.

RECOMMENDATION

Receive presentation

ATTACHMENTS

None



**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR PITTMAN AND COUNCIL MEMBERS
FROM: RONNIE BELSER, DIRECTOR OF CODE ENFORCEMENT
RE: 2024 California Department of Transportation Dump Day Event
DATE: JANUARY 16, 2024

SUMMARY

The Council will consider authorizing the City of Oroville to enter into an agreement with the California Department of Transportation to host a Free Dump Day Event.

DISCUSSION

The Clean California initiative is a multiyear clean-up effort led by the California Department of Transportation (Caltrans) to keep roads and waterways free of litter, create thousands of jobs, and transform state and local public spaces through beautification efforts. As part of the litter collection component, Caltrans is proposing free dump day events where the public can dispose of waste safely and properly for free (Dump Day events).

As part of this agreement Cal-Trans and the City of Oroville shall publicize Dump Day events by informing the public that they may dispose of certain household waste items safely and property for free.

Caltrans agrees to reimburse theCityofOroville100% (one hundred percent) of cost for, including but not limited to labor, equipment and/or dumping fees expended for Dump Day events (Dump Day Costs). The reimbursement to the City of Oroville will not exceed \$50,000.

The first Dump Day will be held April 21,2024, between 10am and 2 pm at Recology, 2720 S 5th Ave, Oroville. An additional Dump Day may be scheduled depending on available funding. This Dump Day Event will be managed by the City of Oroville Recycling Coordinator and additional staff as needed.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATION

Adopt Resolution No.9214 –Authorizing the City of Oroville to enter into an agreement with Cal Trans to host a Free Dump Day Event.

ATTACHMENT(S)

1. Cal Trans Agreement Contract
2. Resolution No. 9214

DUMP DAY EVENT AGREEMENT

THIS AGREEMENT is made this 16th day of January, 2024, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as CALTRANS; and the City/County of Oroville, hereinafter referred to as “LOCAL AGENCY”; and collectively referred to as “PARTIES.”

The Clean California initiative is a multiyear clean-up effort led by CALTRANS to keep roads and waterways free of litter, create thousands of jobs, and transform state and local public spaces through beautification efforts. As part of the litter collection component, CALTRANS is proposing free dump day events where the public can dispose of household waste safely and properly for free (Dump Day events).

CALTRANS and LOCAL AGENCY, agree to provide free Dump Day events for LOCAL AGENCY’s residents as part of the Clean California initiative.

PARTIES are authorized to enter into an agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.

PARTIES MUTALLY AGREE TO DO THE FOLLOWING:

1. PARTIES shall publicize Dump Day events by informing the public that they may dispose of certain household waste items safely and properly for free, at the following locations and dates:
 - *April 21, 2024 between (10 a.m. to 2 p.m.) at the Recology Transfer Station 2720 S 5th Ave., Oroville CA 95965.*
 - *April XX, 2024 between (10 a.m. to 2 p.m.) at the Recology Transfer Station 2720 S 5th Ave., Oroville CA 95965.*

Dates and times in the locations identified above is to be determined and mutually agreed upon in writing (sample attached as Exhibit A) by authorized representatives of the PARTIES.

2. CALTRANS agrees to reimburse the LOCAL AGENCY 100% (one hundred percent) of cost for, including but not limited to labor, equipment and/or dumping fees expended for Dump Day events (Dump Day Costs) up to the maximum Contract Sum stated in this Agreement.
3. CALTRANS has agreed to reimburse LOCAL AGENCY, an amount not to exceed \$50,000.00 to fulfill its obligations under this AGREEMENT.
4. CALTRANS’ obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature and the State Budget Act authority.

5. Based on the amount of trash collected during the Dump Day events, LOCAL AGENCY shall send its invoices to CALTRANS within 45 days of the Dump Day event for the latter's share of the Dump Day Costs.
6. LOCAL AGENCY shall send invoices to the Caltrans District Clean CA District (xx) Coordinator. The itemized invoice shall contain the following:
 - (a) STATE's Clean California Program Code: CLEANCADMP;
 - (b) AGREEMENT number;
 - (c) Date(s) of services;
 - (d) Location of services;
 - (e) Number of hours and hourly rates;
 - (f) Receipts for trash disposal;
 - (g) Receipts for equipment, materials, and supplies; and
 - (h) LOCAL AGENCY's Performance Report that includes tonnage and/or cubic yard measurement of litter/debris disposed.

CALTRANS

Fabiola Miranda, Clean California Analyst

D3 Maintenance Support, Caltrans

703 B Street

Marysville, CA 95901

Mobile Phone: (530) 565-3552

Email: Fabiola.Miranda@dot.ca.gov

LOCAL AGENCY contact is the following:

Jennifer Arbuckle, Solid Waste Manager /

Consultant 1735 Montgomery St.

Oroville, CA 95969

Office Phone: 530-624-7947

Mobile Phone: 530-624-7947

Fax Number: N/A

Email: jarbuckleconsulting@gmail.com

7. Upon review and approval of invoice by the District Clean California Coordinator, CALTRANS shall pay LOCAL AGENCY within forty-five (45) calendar days of receipt of invoices. Payment will be made in accordance with the CA Prompt Payment Act, and within the time specified in Chapter 4.5, sections 927-927.13 of the Government Code.

8. When publicizing the Dump Day events, PARTIES shall inform the public that no hazardous materials will be accepted at the Transfer Stations/Landfills. However, if LOCAL AGENCY accepts hazardous materials, it shall do so at its own risk and responsibility and CALTRANS shall not pay disposal fees for such hazardous material.
9. Participating members of the public will be responsible for legally transporting waste to the Dump Day event.
10. LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the services under this AGREEMENT including refuse intake inspection by staff qualified to identify hazardous materials, transportation, loading and unloading, and handling of Dump Day refuse.
11. CALTRANS does not accept nor take any responsibility for generation of any waste streams, including hazardous materials, associated with the Dump Day event(s).
12. All services performed by LOCAL AGENCY pursuant to this AGREEMENT are intended to be performed in accordance with all applicable Federal, State and LOCAL AGENCY laws, ordinances, and regulations. In case of a conflict between Federal, State and LOCAL AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be Federal, State and then LOCAL AGENCY laws and regulations, respectively.
13. The total amount CALTRANS will reimburse to LOCAL AGENCY pursuant to this AGREEMENT shall not exceed \$50,000.00 (“Contract Sum”). Costs incurred by LOCAL AGENCY for PROJECT work under this AGREEMENT in excess of the Contract Sum will be borne by LOCAL AGENCY. It is understood and agreed that this AGREEMENT fund limit is an estimate, and that CALTRANS will only reimburse the actual cost of services rendered as authorized by the CALTRANS Contract Manager or designee at or below the fund limitation amount set forth in this AGREEMENT.
14. This AGREEMENT may only be amended or modified by mutual written agreement of the PARTIES.
15. This AGREEMENT will end on June 30, 2024. This AGREEMENT may be terminated by the PARTIES upon mutual written agreement. In the event of a termination CALTRANS will reimburse LOCAL AGENCY all allowable, authorized, and non-cancellable obligations and costs incurred by LOCAL AGENCY prior to the termination.
16. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors, general public, and/or its agents under or in connection with any work (including hazardous materials), authority, or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. It is understood and agreed that LOCAL AGENCY, to the extent permitted by law will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories

and assertions of liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors, general public, and/or its agents under this AGREEMENT. PARTIES will continue to work together to plan future events.

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenant to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

Angelo Gross Date
Deputy District Director Maintenance
Caltrans District 3

Brian Ring Date
City of Oroville

**CITY OF OROVILLE
RESOLUTION NO. 9214**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL
DOCUMENTS RELATING 2024 California Department of
Transportation Dump Day Event**

(Agreement No. 3490)

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

- a. The Council hereby ratifies all documents relating to the 2024 California Department of Transportation Dump Day Event authorizing and directing the Mayor to execute all program documentation.
- b. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on January 16, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster Acting City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR
CONNOR MUSLER, CONTRACT PLANNER**

RE: SECOND READING OF ZONING CODE AMENDMENT (ZC) 23-02 ADDING SECTION 17.12.120 TO THE OROVILLE MUNICIPAL CODE (OMC) ESTABLISHING REGULATIONS FOR AL FRESCO DINING AND AL FRESCO SEATING, AND AMENDING SECTION 17.12.070 (PARKING), 17.32.010 (ALLOWED USES IN COMMERCIAL DISTRICTS), 17.34.020 (ALLOWED USES IN MIXED-USE DISTRICTS), AND 12.04.030 (PLACING PRODUCE, MERCHANDISE, ETC., ON STREETS AND SIDEWALKS)

DATE: JANUARY 16, 2024

SUMMARY

The Council will consider adopting ZC 23-02, establishing regulations and standards for al fresco dining and al fresco seating in commercial and mixed-use districts within the City. ZC 23-02 would add Section 17.12.120 to the Oroville Municipal Code (OMC), amend Section 17.12.070 pertaining to parking standards for businesses proposing al fresco dining areas, amend Sections 17.32.010 and 17.34.020 by adding al fresco dining and seating areas as a Use-Specific Regulation in Commercial and Mixed-Use Districts, and amend Section 12.04.030 to allow the placement of dining and seating areas in the public right-of-way.

DISCUSSION

On January 2, 2024, the City Council conducted a public hearing and unanimously approved the first reading of Ordinance No. 1876.

Currently, the City does not have regulations, standards, or processes for approving al fresco dining areas. During the COVID-19 Pandemic, the City established a program allowing businesses to apply for a COVID-19 Temporary Use Permit to authorize temporary outdoor dining and business operations. This temporary use permit allowed Oroville restaurants to convert existing areas on private property, such as parking, open pavement area, or underutilized landscaping, into temporary outdoor dining areas with minimal improvements.

With the COVID-19 emergency declaration now over and increasing inquiries by business owners for outdoor dining options, staff began researching ways to allow al fresco dining on a permanent basis, with the intent to:

- Streamline the approval process for al fresco dining areas by providing clear design standards, submittal requirements, and review procedures;
- Incentivize the location and growth of restaurants within Downtown Oroville by allowing sidewalk al fresco dining areas through an administrative permitting process; and
- Create high-quality, safe, and active outdoor areas to bolster a vibrant community atmosphere.

Staff analyzed the standards set forth in the City's COVID-19 Temporary Use Permit, and the current al fresco dining regulations of nearby cities, such as Chico and Roseville, in addition to larger jurisdictions where al fresco dining may be more common like the cities of Santa Barbara and Tustin. Based on the research and outreach conducted, Staff are proposing an ordinance that would allow al fresco dining under three classifications: "Al Fresco Sidewalk Dining Area," "Al Fresco Dining Areas Outside of the Public Right-of-Way," and "Al Fresco Seating Area."

"Al Fresco Sidewalk Dining Area"

Many of the properties within Downtown Oroville, like historic downtown's in other cities, are developed and lack spaces to provide al fresco dining areas on private property. As a result, jurisdictions like the cities of Chico, Sacramento, Santa Barbara, and Tustin have adopted dining regulations that allow for dining within the public right-of-way. Staff researched these jurisdiction's regulations and analyzed the existing conditions within Downtown Oroville during the preparation of the draft al fresco ordinance and are proposing the creation of a Downtown Oroville specific "Al Fresco Sidewalk Dining Area."

The "Al Fresco Sidewalk Dining Area" is generally defined as the area bounded by High Street, Oliver Street, Arlin Rhine Memorial Drive, and Oak Street. This area is characterized by already established buildings with high development density featuring zero setback buildings and little-to-no private outdoor space to establish al fresco dining. In addition, the Gateway Site, located at the intersection of Montgomery Street and Feather River Blvd, and extending to the Purple Line Urban Winery and Bedrock Park has been included in the "Al Fresco Sidewalk Dining Area" in anticipation of future development. Under the proposed ordinance, these areas will be the only areas within the City where food service establishments will be able to use the public right-of-way to establish an al fresco dining area. Furthermore, food service establishments who fall within the "Al Fresco Sidewalk Dining Area" will be exempt from parking requirements for the seats within their al fresco dining area.

The proposed ordinance further creates two classifications of sidewalk dining: use of the

existing sidewalk or widening of the sidewalk. As shown in **Figure 1**, some sidewalks within Downtown Oroville are of sufficient width to create al fresco sidewalk dining areas with minimal infrastructure improvements.



Figure 1: Existing Sidewalk on Montgomery Street

Sidewalk dining areas are limited to the frontage immediately adjacent to the business proposing to provide al fresco dining. However, some tenant spaces have small frontages that may preclude the ability to construct a dining area of sufficient size to support their business. Staff propose allowing a dining area to extend into the frontage zone of a neighboring business with the written authorization from that adjacent business and building owner(s).



Figure 2: Example of a Sidewalk Dining Area

Businesses may also propose to remove adjacent on-street parking spaces in order to widen the sidewalk to accommodate an al fresco dining area. Prior to the removal of on-street parking, findings must be made that the removal of said parking stalls will not result in an inadequate supply of parking for downtown businesses.

“Al Fresco Dining Areas Outside of the Public Right-of-Way”

Al fresco dining areas proposed at food service establishments that fall wholly on private property are proposed to be allowed city-wide in Commercial and Mixed-Use Districts, including the sub area of the DH-O, as specified in the allowed uses table found in Sections 17.32.010 and 17.34.020 of the OMC.

The proposed regulations would set forth development standards and regulations similar to those proposed for al fresco dining areas within the public right-of-way, however, there are additional requirements such as landscaping and parking provisions specific to these al fresco dining areas on private property.

On June 22, 2023, the Planning Commission conducted a public hearing and considered the proposed al fresco dining regulations. Public comment was received, and the

Planning Commission discussed the draft ordinance before directing staff to conduct further research and make modifications to ensure the regulations would allow greater flexibility for food service establishments to propose al fresco dining options. To help accomplish this, staff proposed adding “Al Fresco Seating Areas” to the draft ordinance.

“Al Fresco Seating Areas”

Al fresco seating areas at food service establishments are proposed to be allowed city-wide in Commercial and Mixed-Use Districts, including the sub area of the DH-O, as specified in the allowed uses table found in Sections 17.32.010 and 17.34.020 of the OMC.

Al fresco seating areas are differentiated from al fresco dining areas by the fact that al fresco seating areas do not include permanent improvements, such as barriers. Al fresco seating areas contained on private property and maintained in compliance with the proposed regulations do not need to be reviewed or approved by the City, thus streamlining a food service establishment’s ability to provide this amenity. If a food service establishment is proposing to add an al fresco seating area, an administrative al fresco seating area permit shall be required.

As part of this process to add Section 17.12.120 to the OMC, the following code sections are also proposed to be amended to ensure consistency with the al fresco dining ordinance:

- 17.12.070 (Parking)
- 17.32.010 (Allowed uses in commercial districts)
- 17.34.020 (Allowed uses in mixed-use districts)
- 12.04.030 (Placing produce, merchandise, etc., on streets and sidewalks)

Amendments to the aforementioned code sections pertain to establishing a minimum parking standard for al fresco dining areas, specifying the zoning districts where al fresco dining are permitted, and allowing the placement of dining and seating areas in the public right-of-way.

The proposed al fresco dining regulations were first reviewed by the Development Review Committee on February 9, 2023. The proposed regulations were then discussed at the March 2, 2023, regular meeting of the Oroville Downtown Business Association (ODBA), with a general consensus of support expressed by the meeting attendants. A workshop was subsequently held with members of the ODBA where the boundaries of the “Al Fresco Sidewalk Dining Area” were expanded to include a larger footprint of Downtown Oroville and the addition of the Gateway Site.

The Planning Commission at their August 24, 2023, meeting adopted Resolution No. 2023-17 recommending that the City Council adopt an ordinance adding Section

17.12.120 to the OMC and amend Sections 17.12.070, 17.32.010, 17.34.020, and 12.04.030, with the addition of wrought iron fences as a recommended barrier for dining areas. The Planning Commission in their motion also recommended that the City Council amend the master user and fee schedule to set a zero-dollar (\$0) application fee for sidewalk seating areas.

ENVIRONMENTAL REVIEW

The proposed Zoning Code Amendment is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

FISCAL IMPACT

There is minimal fiscal impact associated with the recommended actions.

RECOMMENDATION

1. **Adopt Ordinance No. 1876 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADOPTING ZC 23-02 AND AMENDING THE OROVILLE MUNICIPAL CODE BY ADDING SECTION 17.12.120 ESTABLISHING REGULATIONS AND STANDARDS FOR AL FRESCO DINING AND AMENDING SECTION 17.12.070 "PARKING," SECTION 17.32.010 "ALLOWED USES IN COMMERCIAL DISTRICTS," SECTION 17.34.020 "ALLOWED USES IN MIXED-USE DISTRICTS," AND SECTION 12.04.030 "PLACING PRODUCE, MERCHANDISE, ETC., ON STREETS AND SIDEWALKS"**

ATTACHMENTS

1. Ordinance No. 1876
2. Ordinance with Track Changes

**CITY OF OROVILLE
ORDINANCE NO. 1876**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADOPTING ZONING CODE AMENDMENT (ZC) 23-02 AMENDING THE OROVILLE MUNICIPAL CODE BY ADDING SECTION 17.12.120 ESTABLISHING REGULATIONS AND STANDARDS FOR AL FRESCO DINING AND AMENDING SECTION 17.12.070 “PARKING,” SECTION 17.32.010 “ALLOWED USES IN COMMERCIAL DISTRICTS,” SECTION 17.34.020 “ALLOWED USES IN MIXED-USE DISTRICTS,” AND SECTION 12.04.030 “PLACING PRODUCE, MERCHANDISE, ETC., ON STREETS AND SIDEWALKS”

WHEREAS, the City of Oroville does not currently have standards and regulations allowing for the development of al fresco dining areas; and

WHEREAS, City staff began developing standards and regulations for al fresco dining areas in response to increasing inquiries by business owners and the growing popularity of al fresco dining following the COVID-19 Pandemic; and

WHEREAS, City staff recommend adding Section 17.12.120 to the Zoning Code of the Oroville Municipal Code establishing standards and regulations for al fresco dining and al fresco seating areas; and

WHEREAS, the intent of the standards and regulations is to streamline the approval process for al fresco dining and seating areas by providing clear design standards, submittal requirements, and review procedures; incentivize the location and growth of restaurants within Downtown Oroville by allowing sidewalk al fresco dining and seating areas through an administrative permitting process; and create high-quality, safe, and active outdoor areas to bolster a vibrant community atmosphere; and

WHEREAS, amendments are also proposed to Section 17.12.070, pertaining to the City’s parking standards, which would establish parking requirements for al fresco dining areas; and

WHEREAS, amendments are further proposed to Sections 17.32.010 and 17.34.020 adding al fresco dining areas and al fresco seating areas as a Use-Specific Regulation in commercial and mixed-use districts, respectively; and

WHEREAS, amendments are additionally proposed to Section 12.04.030, adding reference to the al fresco dining and seating area code section; and

WHEREAS, the proposed regulations were discussed at the March 2, 2023, regular meeting of the Oroville Downtown Business Association (ODBA) and an additional workshop was subsequently held with members of the ODBA where the boundaries of the “Al Fresco Sidewalk Dining Area” were expanded to include a larger footprint of Downtown Oroville and the addition of the Gateway Site; and

WHEREAS, The Planning Commission conducted a public hearing on June 22, 2023, and again on August 24, 2023, where Resolution No. 2023-17 was subsequently adopted recommending that the City Council adopt zoning code amendment (ZC) 23-02; and

WHEREAS, the proposed amendments are internally consistent with other applicable provisions of the Zoning Code, the 2030 General Plan, and compatible with the uses authorized in the applicable zoning districts for which the revisions are proposed; and

WHEREAS, the proposed Zoning Code Amendment is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and

WHEREAS, at a duly noticed public hearing, the City Council considered the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by the approval of the code changes described herein and considered the City's staff report regarding the project.

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF OROVILLE DO ORDAIN AS FOLLOWS:

SECTION 1: Findings.

The City Council of the City of Oroville adopts and finds as true and correct the aforementioned recitals and incorporate them herein as findings.

Section 2: Amendment to the Oroville Municipal Code Adding Section 17.12.120 (Al Fresco Dining and Seating)

The Oroville Municipal Code Section 17.12.120 (Al Fresco Dining and Seating) is hereby added to the Oroville Municipal Code and read as follows:

17-12.120 Al Fresco Dining and Seating,

A. Purpose.

The purpose of the regulations and standards in this Section are to allow increased business and pedestrian traffic by providing safe and visually appealing opportunities for Al Fresco Dining and Seating. It shall be unlawful for any person to establish an Al Fresco Dining or Seating Area at any site unless approval had been obtained, as applicable, consistent with this Section.

B. Definitions.

1. Al Fresco Dining: Generally defined as permanent dining areas that are outdoors, either contained fully on private property or on city sidewalks. This

dining area shall be a separately identifiable, designated space that is accessory to the operation of a food service establishment.

2. **Al Fresco Seating:** Generally defined as temporary dining areas located immediately adjacent to or in close proximity to a food service establishment where patrons can sit and consume meals and/or non-alcoholic beverages. An al fresco seating area is characterized by non-permanent improvements where the area can be returned to its original unimproved state.
3. **Frontage Zone:** The section of the sidewalk that functions as an extension of the building, whether through entryways and doors or sidewalk cafes and sandwich boards. The frontage zone consists of both the structure and the facade of the building fronting the street, as well as the space immediately adjacent to the building.
4. **Outdoor Dining:** See “Al Fresco Dining” definition.
5. **Outdoor Seating:** See “Al Fresco Seating” definition.
6. **Pedestrian Through Zone:** The primary, accessible pathway for pedestrians that runs parallel to the street and the al fresco sidewalk dining area. This pathway shall be a minimum of six (6) feet in width.
7. **Sidewalk Dining Area:** See “Al Fresco Dining” definition.
8. **Street Furniture/Curb Zone:** The section of the sidewalk between the curb and the through zone in which street furniture and amenities, such as lighting, benches, newspaper kiosks, utility poles, tree pits, and bicycle parking are provided. The street furniture zone may also consist of green infrastructure elements, such as rain gardens or flow-through planters.

C. Applicability.

1. Al Fresco Sidewalk Dining shall be allowed only in the area identified as the “Al Fresco Sidewalk Dining Areas.” Generally, the area bounded by High Street, Oliver Street, Arlin Rhine Memorial Drive, and Oak Street, as shown in Figure 17.12.120-1, and the Gateway Site, as shown in Figure 17.12.120-2.

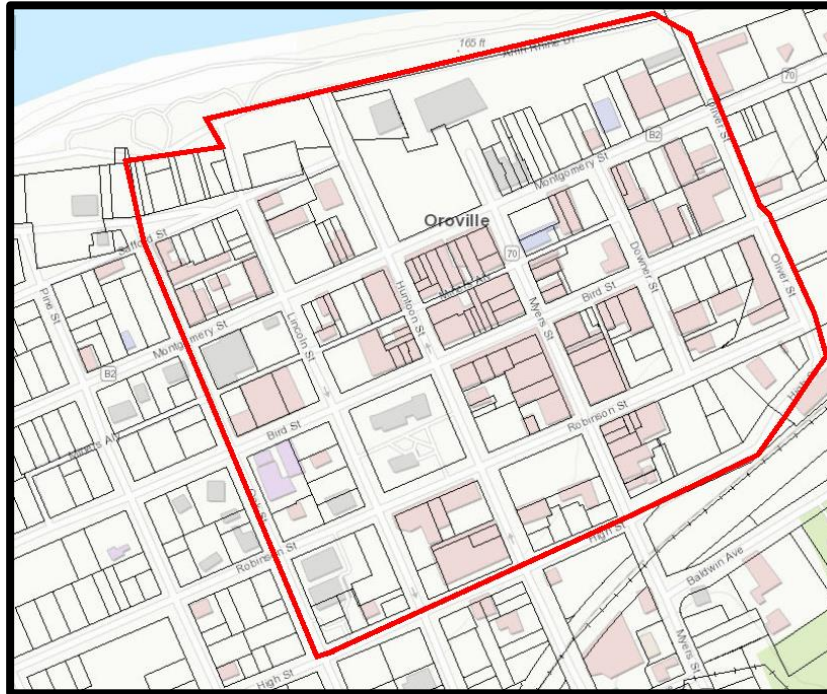


Figure 17.12.120-1



Figure 17.12.120-2

2. Al Fresco Dining Areas outside of the public right-of-way fully contained on private property shall be allowed in areas of the City zoned for commercial and mixed-use districts as specified in Sections 17.32.010 and 17.34.020 of the zoning code.

D. Al Fresco Sidewalk Dining Area.

Al Fresco Sidewalk Dining shall only be allowed within the specific sub areas as identified in subsection (C)(1) (“Applicability”).

1. Conversion of Existing Sidewalk. Sidewalk dining areas that are contained within the existing footprint of the sidewalk without requiring widening to maintain the minimum required pedestrian through zone width.

a. Design Standards

- (1) Shall be directly adjacent to the business proposing to utilize the sidewalk dining area. The al fresco dining area may also utilize the frontage zone of a neighboring business with the written authorization from the adjacent business and building owner(s) where the sidewalk dining area is proposed to extend.
- (2) A continuous barrier separating the dining area from the pedestrian zone shall be installed a minimum of three (3) feet in height but shall

not exceed four (4) feet in height. This barrier shall be constructed of solid material such as metal, stone block, glass, planter boxes, wrought iron, or a combination thereof.

- (3) Awnings, umbrellas, and similar shade covers must allow vertical clearance of a minimum of seven (7) feet above sidewalk level.
- (4) Shall comply with all ADA requirements and the City's adopted Building and Fire Code.
- (5) All signage shall comply with the City's adopted Sign Code.
- (6) Lighting shall be provided that is architecturally compatible with the design of the al fresco dining area and surrounding area.
- (7) The use of compatible awnings, umbrellas, plants, and other human scale elements is encouraged to enhance the pedestrian experience.

b. Operational Requirements

- (1) The dining area shall be kept clear of trash, litter, and debris.
- (2) Furnishings must be maintained and cleaned regularly with no ripped, faded, or otherwise damaged materials. Any unmaintained furnishing shall be repaired or replaced immediately. The restaurant manager or business owner is responsible for maintaining the al fresco dining area free of trash, litter, and food debris.
- (3) Operation of an al fresco dining area shall be permitted only during such times as the hours of operation of the associated food service establishment.
- (4) An al fresco dining operation proposing to serve alcoholic beverages must be duly licensed by the state Department of Alcoholic Beverage Control and obtain a conditional use permit pursuant to Section 17.16.160, as may be required by the subject property's zoning designation, prior to the service of alcoholic beverages.
- (5) As applicable, the applicant shall post signage that the drinking or carrying of an open container of alcohol is prohibited outside the al fresco dining area.
- (6) The al fresco dining area shall comply with the City's Noise Ordinance.
- (7) Unobstructed access to fire exits, fire lanes, fire hydrants, fire hose connections, and entrances and exits of all buildings shall be maintained.

c. Application Review Procedure and Submittal Requirements

- (1) Subject to an administrative permit approved by the Development Review Committee.
 - (2) An application for an al fresco dining area shall include a detailed site plan, drawn to scale, noting dimensions of the area proposed for the outdoor café; the proposed number and location of tables, chairs and other furnishings to be included in the al fresco dining area; the composition, design, and location of all physical barriers; the location and nature of any proposed landscaping; the relationship of the al fresco dining area to the indoor dining area; and all sidewalk obstructions in the vicinity of the proposed al fresco dining area.
 - (3) A detailed description of the type, color, and material of all proposed outdoor furniture, such as tables, chairs, barriers, planters, umbrellas, signs, and lighting shall be included with an application for an al fresco dining area.
2. Widening of Sidewalk. Sidewalk dining areas that require widening of the sidewalk to accommodate both the new dining area and the minimum required pedestrian through zone width.

a. Design Standards

- (1) Shall be directly adjacent to the business proposing to utilize the sidewalk dining area. The al fresco dining area may also utilize the frontage zone of a neighboring business with the written authorization from the adjacent business and building owner(s) where the sidewalk dining area is proposed to extend.
- (2) No more than two (2) parking spaces may be converted to widened sidewalk to facilitate any one al fresco dining area. The two (2) parking spaces that may be converted to widened sidewalk may either be: two (2) parking spaces on one (1) block, or one (1) space on each side of and directly adjacent to the corner of a block where two (2) public streets intersect.
- (3) Existing street trees shall be preserved and incorporated into the design of the dining area where possible.
- (4) Awnings, umbrellas, and similar shade covers must allow vertical clearance of a minimum of seven (7) feet above sidewalk level.
- (5) A continuous barrier separating the dining area from the pedestrian zone shall be installed a minimum of three (3) feet in height but shall

not exceed four (4) feet in height. This barrier shall be constructed of solid material such as metal, stone block, glass, planter boxes, wrought iron, or a combination thereof.

- (6) Shall comply with all ADA requirements and the City's adopted Building and Fire Code.
- (7) All signage shall comply with the City's adopted Sign Code.
- (8) Lighting shall be provided that is architecturally compatible with the design of the al fresco dining area and surrounding area.
- (9) The use of compatible awnings, umbrellas, plants, and other human scale elements is encouraged to enhance the pedestrian experience.

b. Operational Requirements

- (1) The dining area shall be kept clear of trash, litter, and debris.
- (2) Furnishings must be maintained and cleaned regularly with no ripped, faded, or otherwise damaged materials. Any unmaintained furnishing shall be repaired or replaced immediately. The restaurant manager or business owner is responsible for maintaining the al fresco dining area free of trash, litter, and food debris.
- (3) Operation of an al fresco dining area shall be permitted only during such times as the hours of operation of the associated food service establishment.
- (4) An al fresco dining operation proposing to serve alcoholic beverages must be duly licensed by the state Department of Alcoholic Beverage Control and obtain a conditional use permit pursuant to Section 17.16.160, as may be required by the subject property's zoning designation, prior to the service of alcoholic beverages.
- (5) As applicable, the applicant shall post signage that the drinking or carrying of an open container of alcohol is prohibited outside the al fresco dining area.
- (6) The al fresco dining area shall comply with the City's Noise Ordinance.
- (7) Unobstructed access to fire exits, fire lanes, fire hydrants, fire hose connections, and entrances and exits of all buildings shall be maintained.

c. Application Review Procedure and Submittal Requirements

- (1) Subject to an administrative permit approved by the Development Review Committee.
- (2) An encroachment permit shall be obtained prior to any work commencing within the public right-of-way.
- (3) Prior to approving a permit authorizing the widening of a sidewalk that results in the loss of on-street parking, findings shall be made that the loss of on-street parking will not result in an inadequate supply of parking within the downtown area.
- (4) All costs associated to the widening of sidewalk for the operation of an al fresco sidewalk dining area shall be at applicant's sole cost and expense.
- (5) An application for an al fresco dining area shall include a detailed site plan, drawn to scale, noting dimensions of the area proposed for the outdoor café; the proposed number and location of tables, chairs and other furnishings to be included in the al fresco dining area; the composition, design, and location of all physical barriers; the location and nature of any proposed landscaping; the relationship of the al fresco dining area to the indoor dining area; and all sidewalk obstructions in the vicinity of the proposed al fresco dining area.
- (6) A detailed description of the type, color, and material of all proposed outdoor furniture, such as tables, chairs, barriers, planters, umbrellas, signs, and lighting shall be included with an application for an al fresco dining area.

3. **General Liability Insurance**

- a. The applicant shall provide to the City an agreement to indemnify, defend, and hold harmless the City of Oroville, as applicable, for any and all claims for liability or damages arising from the operation of the al fresco dining area.
 - b. The restaurant operator or property owner shall provide to the City of Oroville insurance certificates and endorsements evidencing general liability insurance, workers compensation insurance, and such other insurance, in such amounts and forms as may be required by the City of Oroville Risk Manager.
4. A permit to operate an Al Fresco Sidewalk Dining Area shall be subject to termination by the City at any time upon giving written notice to the applicant and/or operator at least ten (10) days prior to the hearing upon determination of the Community Development Director that one (1) or more of the

conditions or provisions of this Section have been violated, or that one (1) or more factors listed in this Section have changed, or the permitted use is no longer compatible with the intended use of the City property, public sidewalk or other public right-of-way. No prior written notice shall be required to terminate the permit where the Community Development Director in their discretion, that the continued use of the City property, public sidewalk or other public right-of-way for the Al Fresco Dining Area poses an imminent threat to health or safety.

E. Al Fresco Dining Areas Outside of the Public Right-of-Way.

Shall apply city-wide in Commercial and Mixed-Use Districts as specified in Sections 17.32.010 and 17.34.020, including the specific sub areas as identified in subsection (C)(1) (“Applicability”).

1. Design Standards

- a. Shall not encroach or be constructed within the public right-of-way.
- b. Parking shall be provided in accordance with Section 17.12.070.
- c. A continuous barrier separating the dining area from drive aisles, parking and, pedestrian facilities shall be installed a minimum of three (3) feet in height. This barrier shall be constructed of solid material such as metal, stone block, glass, wrought iron, or a combination thereof.
- d. Awnings, umbrellas, and similar shade covers must allow vertical clearance of a minimum of seven (7) feet.
- e. Shall comply with all ADA requirements and the City’s adopted Building and Fire Code.
- f. All signage shall comply with the City’s adopted Sign Code.
- g. Lighting shall be provided that is architecturally compatible with the design of the al fresco dining area and surrounding area.
- h. The use of compatible awnings, umbrellas, plants, and other human scale elements is encouraged to enhance the pedestrian experience.

2. Operational Requirements

- a. The dining area shall be kept clear of trash, litter, and debris.
- b. Furnishings must be maintained and cleaned regularly with no ripped, faded, or otherwise damaged materials. Any unmaintained furnishing shall be repaired or replaced immediately. The restaurant manager or business owner is responsible for maintaining the al fresco dining area free of trash, litter, and food debris.

- c. Operation of an al fresco dining area shall be permitted only during such times as the hours of operation of the associated food service establishment.
- d. An al fresco dining operation proposing to serve alcoholic beverages must be duly licensed by the state Department of Alcoholic Beverage Control and obtain a conditional use permit pursuant to Section 17.16.160, as may be required by the subject property's zoning designation, prior to the service of alcoholic beverages.
- e. As applicable, the applicant shall post signage that the drinking or carrying of an open container of alcohol is prohibited outside the al fresco dining area.
- f. The al fresco dining area shall comply with the City's Noise Ordinance.
- g. Unobstructed access to fire exits, fire lanes, fire hydrants, fire hose connections, and entrances and exits of all buildings shall be maintained.

3. **Application Review Procedure and Submittal Requirements**

- a. New al fresco dining areas proposed to be added to an already developed site containing a food service establishment shall be subject to an administrative permit approved by the Development Review Committee.
 - (1) Al fresco dining areas proposed as part of a larger project shall be reviewed and approved by the approval body for the project.
- b. An application for an al fresco dining area shall include a detailed site plan, drawn to scale, noting dimensions of the area proposed for the al fresco dining area; the proposed number and location of tables, chairs and other furnishings to be included in the al fresco dining area; the composition, design, and location of all physical barriers; the location and nature of any proposed landscaping; the relationship of the al fresco dining area to the indoor dining area; and all sidewalk obstructions in the vicinity of the proposed al fresco dining area.
- c. A detailed description of the type, color, and material of all proposed outdoor furniture, such as tables, chairs, barriers, planters, umbrellas, signs, and lighting shall be included with an application for an al fresco dining area.

F. **Al Fresco Seating Areas.**

Shall apply city-wide in Commercial and Mixed-Use Districts as specified in Sections 17.32.010 and 17.34.020, including the specific sub areas as identified in subsection (C)(1) (“Applicability”).

1. Operational Standards

- a. Alcoholic beverages shall not be served or consumed in al fresco seating areas.
- b. The furnishings shall be directly adjacent to or in close proximity of the food service establishment and shall be non-permanent in nature.
- c. The outdoor seating area shall be no larger than 25% of the floor area of the associated food service establishment, or 16 seats, whichever is greater.
- d. Furnishings may be set out as early as thirty (30) minutes prior to opening and must be removed no later than thirty (30) minutes after closing of the business.
- e. Awnings, umbrellas, and similar shade covers must allow vertical clearance of a minimum of seven (7) feet.
- f. All al fresco seating areas shall comply with the City’s Noise Ordinance.
- g. The required pedestrian through zone, emergency access/exits, and fire lanes must be maintained.
- h. Furnishings must be maintained and cleaned regularly with no ripped, faded, or otherwise damaged materials. Any unmaintained furnishing shall be repaired or replaced immediately. The restaurant manager or business owner is responsible for maintaining the al fresco dining area free of trash, litter, and food debris.
- i. No furnishings shall be placed within any required parking or landscape area.
- j. No furnishings may be placed or encroach within the public right-of-way without first obtaining appropriate approvals as specified in subsection (F)(2)(b) (“Application Review Procedure and Submittal Requirements”).

2. Application Review Procedure and Submittal Requirements

- a. If a proposed al fresco seating area consists only of the temporary placement of tables and chairs contained wholly on private property during the food service establishment’s hours of operation and complies with the operational standards as detailed above in subsection (F)(1), a permit shall not be required.

- b. If a proposed al fresco seating area consists only of the temporary placement of tables and chairs in the public right-of-way during the food service establishment's hours of operation and complies with the operational standards as detailed above in subsection (F)(1), an administrative al fresco seating area permit shall be required, subject to approval by the Director of Community Development, or designee. An application for an al fresco seating area permit shall contain the following:
- (1) A site plan depicting the area within the public right-of-way proposed to be used for the al fresco seating area.
 - (2) If the proposed al fresco seating area includes the placement of furnishings in front of a business immediately adjacent to the associated food service establishment, the applicant shall submit written authorization from the adjacent business and building owner(s) to utilize the businesses frontage zone.
 - (3) Insurance certificates and endorsements evidencing general liability insurance, workers compensation insurance, and such other insurance, in such amounts and forms as may be required by the City of Oroville Risk Manager.
 - (4) An agreement to indemnify, defend, and hold harmless the City of Oroville, as applicable, for any and all claims for liability or damages arising from the operation of the al fresco seating area.

G. **Exemptions.** Al fresco dining and seating areas that deviate from the standards set forth in this Section are subject to a Conditional Use Permit, processed in accordance with Section 17.48.010.

Section 3: Amendment to the Oroville Municipal Code Section 17.12.070 (Parking)

The Oroville Municipal Code Section 17.12.070 (Parking) is hereby amended to read as follows:

17.12.070 Parking.

A. General Provisions.

1. In all districts, any parking lot or other parking area, as defined in this chapter, shall comply with the standards set forth in this section and with the city engineering design standards.

2. All required parking spaces shall be provided on-site, except as otherwise provided in this section.
3. No owner or tenant shall lease or rent required parking spaces.
4. If a required parking space is converted to another use, a replacement shall be provided in accordance with the requirements of this section.

B. New and Expanded Buildings and Uses.

1. When a building or structure is erected or a new use is initiated, minimum off-street parking spaces shall be provided as required by this section.
2. When an existing building or structure is enlarged or increased in capacity, or when a change in an existing use creates an increase in the amount of parking required, additional parking spaces shall be provided as follows:
 - a. If the increase in building size or structural area is no more than 25%, or if the increase in the amount of parking required by a change in use does not exceed 25%, then the number of off-street parking spaces required shall be based only upon the increased size of the building, structure, and/or use of the site.
 - b. If the increase in building size or structural area exceeds 25%, or if the increase in the amount of parking required by a change in use exceeds 25%, then off-street parking spaces shall be provided for all uses conducted on the site, including the existing and the increased uses of the site. In addition, the existing parking spaces shall be brought into compliance with all applicable requirements of the city building code, including its access standards for persons with disabilities.

C. Grading and Drainage.

1. Parking spaces and access driveways shall be graded and drained in accordance with city engineering design standards to alleviate the creation of flooding and drainage problems for the subject property and any surrounding properties.
2. For parking lots with 6 or more spaces, all runoff from parking and vehicular circulation areas shall be treated and filtered on-site to remove sediment and pollutants, using a method approved by the city engineering design standards, before it is discharged into the storm drain system.

D. Wheel Stops. Wheel stops with adequate anchorage, including 6-inch concrete curbs and other methods approved by the city engineering design standards, shall be provided at the front edge of all parking spaces located adjacent to property lines.

Wheel stops shall be inset from the front edge of the parking space to prevent any vehicle from overhanging property lines, walkways or landscaping.

E. **Location.** No off-street parking space may be placed where a vehicle would extend into the public right-of-way or obstruct the sight distance area at an intersection.

F. **Activities Prohibited.** No sale, storage, repair work, dismantling or servicing of any kind shall be permitted in required parking areas, unless all of the following circumstances apply:

1. The activity is a temporary use that meets the requirements of Section 17.16.060.
2. The activity uses the parking spaces for no more than 8 hours in a single day.
3. The activity occupies no more than 4 parking spaces, or 25% of the required number of parking spaces for the site, whichever number is greater.

G. **On-Site Parking for Single-Family Dwellings and Duplexes.** The following requirements shall apply to all single-family dwellings and duplexes in residential districts:

1. Vehicles shall not be parked or stored in any area other than an enclosed structure, such as a carport or garage, or a designated surface parking area that meets the requirements of this section.
2. A maximum of 3 vehicles may occupy designated surface parking areas on a single site. Additional vehicles shall be located in an enclosed structure.
3. At least one required parking space shall be located in an enclosed structure. A maximum of 2 additional parking spaces in designated surface parking areas may be counted towards the minimum parking requirement.
4. Designated surface parking areas shall comply with the following requirements:
 - a. If the designated surface parking area is located within a required minimum setback, the designated surface parking area shall not occupy more than 1/2 of the required minimum setback.
 - b. The width of the designated surface parking area shall not exceed 30 feet.
 - c. The designated surface parking area shall provide unobstructed access from a street or alley. It shall not be separated from this street or alley by a vertical curb.

- d. The designated surface parking area shall be paved with surfacing materials as required by the city engineering design standards.
- e. No portion of vehicles parked in a designated surface parking area may extend into an adjacent right-of-way.

H. **Location.**

- 1. For multiple-family residential uses, required parking area shall be located no more than 100 feet from any dwelling unit the parking is intended to serve.
- 2. For all other uses, required parking area shall be located no more than 200 feet from the entrance to the building that the parking is intended to serve.

I. **Minimum Vehicular Parking Requirements by Use.**

- 1. The vehicular parking requirements in Table 17.12.070-1 shall be considered minimum requirements in all districts, except as provided otherwise by this section. Parking requirements shall be cumulative whenever more than one use is present on the site, unless a shared parking reduction is granted as provided in this section.
- 2. Where the application of these standards would result in a fractional number of spaces, the required number of spaces shall be rounded up to the next whole number.
- 3. For uses that are allowed but are not specified in Table 17.12.070-1, if a use permit is required, the parking requirement shall be determined by the planning commission; in all other cases, the parking requirement shall be determined by the zoning administrator.
- 4. For the purposes of interpreting these requirements, each 1.5 linear feet of a bench shall be counted as one seat.
- 5. In all cases where the planning commission or zoning administrator is responsible for determining the minimum parking requirement, this minimum shall be based upon the following factors:
 - a. The nature of the proposed use.
 - b. The similarity of the proposed use to other land uses for which a parking requirement is specified in this section.
 - c. The hours of operation of the proposed use.
 - d. Any available data regarding the expected vehicular trip generation for the proposed use.

Table 17.12.070-1

Minimum Vehicular Parking Requirements

Land Use	Vehicular Parking Requirements
Public Assembly	
Commercial recreational facility—indoor Arcade or amusement center	1 space for each 300 square feet of gross floor area
Bowling alley	2 spaces for each lane
Skating rink	1 space for each 300 square feet of rink area, plus 1 space for each 10 fixed seats
Theater	1 space for each 5 fixed seats, or 1 space for each 100 square feet of gross floor area if no fixed seats; exceptions may be provided for theaters with more than 500 seats, subject to a use permit
Commercial recreational facility—outdoor	Determined by use permit
Gym	1 space for each 300 square feet of gross floor area
Instructional studio	1 space for each 300 square feet of gross floor area
Library or museum	1 space for each 300 square feet of gross floor area
Meeting facility	1 space for each 5 fixed seats, or 1 space for each 100 square feet of gross floor area if no fixed seats; plus additional spaces as required by this section for accessory uses, such as offices
Restaurant or café	1 space for each 100 square feet of gross floor area
School—elementary or middle school	3 spaces for each classroom
School—high school	7 spaces for each classroom
Land Use	Vehicular Parking Requirements
Residential	
Boardinghouse	1 space for each bedroom

Land Use	Vehicular Parking Requirements
Caretaker dwelling unit	1 space for each dwelling unit
Duplex	2 spaces for each dwelling unit
Emergency shelter	1 space per 10 adult beds
Family day care, large	2 spaces, in addition to those required for the dwelling unit
Family day care, small	None beyond requirement for dwelling unit
Home occupation	None beyond requirement for dwelling unit
Mobile home park	1 space for each dwelling unit, plus 1 guest parking space for each 4 dwelling units
Studio or 1 bedroom	1 space for each dwelling unit
2 or more bedrooms—projects with fewer than 14 dwelling units per acre	2 spaces for each dwelling unit
2 or more bedrooms—projects with 14 or more dwelling units per acre	1.5 spaces for each dwelling unit
Guest parking for multiple-family dwellings	1 space for each 4 dwelling units
Residential care facility—6 units or fewer	Same as requirements for applicable type of dwelling unit
Residential care facility—7 units or more	1 space for each 3 beds
Second dwelling unit	1 space for each dwelling unit
Single-family dwelling	2 spaces for each dwelling unit
Retail	
All “retail” uses listed in Ch. 17.28, except the following:	1 space for each 300 square feet of gross floor area
Alcoholic beverage sales—on-premises consumption	1 space for each 100 square feet of gross floor area
Automobile sales	1 space for each 2,000 square feet of site area
Gas station	As required for individual accessory uses; minimum of 2 spaces
Al fresco dining	1 space for each 4 seats
Mobile home, boat or recreational vehicle sales	1 space for each 1,000 square feet of site area
Services	
All “services” uses listed in Ch. 17.28, except the following:	1 space for each 300 square feet of gross floor area
Bed and breakfast	1 space for each guest room, plus 1 space for any resident manager
Car wash	2 spaces for each wash bay
Hospital	1.1 spaces for each bed

Land Use	Vehicular Parking Requirements
Hotel or motel	1 space for each guest room, plus additional spaces as required by this section for accessory uses
Mortuary	1 space for each 6 fixed seats, or 1 space for each 100 square feet of gross floor area if no fixed seats
Personal services	1 space for each 200 square feet of gross floor area
<i>Manufacturing, Wholesale, Repair and Storage</i>	
All “manufacturing, wholesale, repair and storage” uses listed in Ch. 17.28, except the following:	1 space for each 1,000 square feet of gross floor area; minimum of 2 spaces
Mini-storage facility	1 space for each 3,000 square feet of gross floor area; minimum of 4 spaces
Research laboratories	1 space for each 300 square feet of gross floor area
Warehousing	1 space for each 2,000 square feet of gross floor area used for storage, plus 1 space for each 300 square feet of other gross floor area
<i>Transportation and Infrastructure</i>	
All “transportation and infrastructure” uses listed in Ch. 17.28	1 space for each 1,000 square feet of gross floor area; minimum of 4 spaces

J. Parking Requirements in DH-O Districts. Notwithstanding any other provision of this section, in downtown historic overlay (DH-O) districts, the following minimum parking requirements shall apply:

1. For single-family residential uses in a DH-O district, no parking spaces shall be required, provided that all of the following circumstances exist:
 - a. No off-street parking spaces have already been constructed on the property.
 - b. The property qualifies as a landmark, as provided in Section 17.48.040.
2. Residential uses in a DH-O district shall be eligible for the on-street parking credit described in this section.

3. In any RP/DH-O district, all required parking spaces shall be located within the building's rear setback.

4. Seating in an al fresco dining area of a restaurant or café use within the "Al Fresco Sidewalk Dining Area" of the DH-O, as defined in Section 17.12.120(C)(1), shall not count towards the minimum vehicular parking requirements for the use.

K. Parking Requirements in the Downtown Parking Assessment District. In the area known as the "Downtown Parking Assessment District," as shown on the zoning map, no off-street parking spaces shall be required.

L. On-Street Parking Credits. In nonresidential districts, and for residential uses in a downtown historic overlay (DH-O) district, the following on-street parking credit shall apply:

1. Where the entirety of a marked, on-street parking space or bicycle parking space is adjacent to a particular site, the on-street parking space may be counted towards any off-street parking requirement for that site.

2. Where a parking plan includes access driveways or curb cuts that would cause one or more marked, on-street parking spaces or bicycle parking spaces to be eliminated, the off-street parking requirement shall be increased by the number of on-street parking spaces that are to be eliminated.

M. Multi-Family Housing.

1. Parking spaces serving multi-family housing shall be assigned to residents. Spaces shall be located as near to the resident's unit as possible, but not marked with their unit number.

2. Visitor parking areas shall be clearly designated and labeled.

3. Parking areas shall be visible from building windows and doors.

N. Minimum Bicycle Parking Requirements.

1. All nonresidential uses and multiple-family residential uses shall provide at least 2 bicycle parking spaces, or one bicycle parking space for every 20 required motor vehicle parking spaces, whichever is greater.

2. In addition to any requirements in the city engineering design standards, each bicycle parking space shall provide a securely-anchored, stationary parking device that is adequate to lock and secure a 6-foot long bicycle.

3. All bicycle parking spaces shall be conveniently located to the buildings that they serve, and pedestrian walkways shall be provided between the bicycle parking spaces and the nearest building entrance.
4. For residential uses that are required to provide bicycle parking, all required bicycle parking spaces shall be located in permanently covered areas, either inside or outdoors, that are designed to protect the bicycle from rainfall.

O. Reciprocal Access.

1. In order to provide for convenience, safety and efficient circulation, a nonresidential development project may, as a condition of development review, be required to provide reciprocal vehicle and pedestrian access between parking areas on the development site and parking areas on adjacent sites. This requirement shall not be imposed if reciprocal access is infeasible due to topography or other unusual site conditions.
2. If reciprocal vehicle access is required, a non-exclusive access easement, or an equivalent form of reciprocal access approved by the city attorney, shall be recorded on both sites.

P. Shared Parking Reduction.

1. Where vehicular parking spaces are shared and cooperatively operated by more than one use, the parking requirement for those uses may be eligible for reduction if any of the following circumstances apply:
 - a. The uses attract vehicular traffic at different hours of the day or on different days of the week.
 - b. Visitors to the site are likely to park their cars once, then visit more than one of the uses.
2. Any person seeking a shared parking reduction shall file an application with the zoning administrator.
 - a. The application shall be filed and processed as an administrative permit, in accordance with the requirements of Section 17.48.020 and the requirements of this section.
 - b. The applicant shall provide a description of each use that is to share the parking spaces, including the times of operation for each use. The applicant shall also specify the proposed number of parking spaces to be provided.
3. The zoning administrator shall grant a shared parking reduction only upon finding, based on substantial evidence, that there is no substantial conflict in the

principal operating hours of the building or uses for which the shared parking is proposed and that the proposed shared parking is conveniently located to the uses to be served. The zoning administrator may require additional documents, covenants, deed restrictions or other agreements, in a form approved by the city attorney, in order to ensure that the parking spaces are maintained and used as approved.

4. If a change in use is proposed for an establishment that has received a shared parking reduction, and this change in use is not explicitly permitted by the administrative permit granting a shared parking reduction, the establishment shall do one of the following prior to the change in use:

- a. Obtain a new administrative permit granting a shared parking reduction for the proposed new use, in accordance with the requirements of this section.
- b. Identify an appropriate method of meeting this chapter's minimum parking requirements without a shared parking reduction.

5. In no case shall a shared parking reduction be granted such that the number of shared parking spaces to be provided is less than the largest number of spaces required for any one of the individual uses that will share the parking spaces.

Q. Maximum Vehicular Parking. For all land uses other than single-family dwellings, the following maximum vehicular parking requirements shall apply:

1. The maximum number of off-street vehicular parking spaces allowed as of right shall be 125% of the minimum number specified in this section.
2. A use permit may be granted to set the maximum number of off-street vehicular parking spaces at up to 250% of the minimum specified in this section. The exact percentage shall be specified in the permit, which shall be processed in accordance with the requirements of Section 17.48.020 and the requirements of this section. The permit shall be granted only upon finding all of the following, based on substantial evidence:
 - a. The proposed use will create significant conflicts with surrounding uses unless the maximum parking requirement is increased.
 - b. The proposed increase in parking is no greater than necessary to avoid these conflicts and protect public health, safety and welfare.
3. A use permit to allow additional off-street vehicular parking may include conditions requiring additional landscaping, planting buffers and other screening that improve the aesthetic quality of the parking area.

R. **Handicapped Parking.** Parking spaces shall be provided in all parking areas for use by handicapped persons only, as required by the city building code.

S. **Parking Dimensions and Configuration.**

1. The minimum dimensions of parking spaces and aisles, and their required configuration, shall be as shown in the city engineering design standards. Up to one-third of all required parking spaces may be sized for compact cars, in accordance with the city engineering design standards.

2. Parking and aisle space shall be arranged so as to prevent backing of vehicles onto public thoroughfares. (Ord. 1749 § 4; Ord. 1804 § VIII, 2014; Ord. 1819 § 3, 2017)

Section 4: Amendment to the Oroville Municipal Code Section 17.32.010 (Allowed Uses in Commercial Districts)

The Oroville Municipal Code Section 17.32.010 (Allowed Uses in Commercial Districts) is hereby amended to read as follows:

17.32.010 Allowed uses in commercial districts.

The uses allowed in commercial districts shall be as shown in Table 17.32.010-1. These uses include:

A. **Permitted Use (P).** Uses that are shown with a “P” shall be permitted, subject to obtaining a zoning clearance, as provided in Section 17.48.030 (Zoning clearances) of this title, as well as any building permits or other permits required by this Code.

B. **Administrative Permit Required (AP).** Uses that are shown with an “AP” shall be subject to obtaining an administrative permit, as provided in Section 17.48.020 (Administrative permits) of this title.

C. **Use Permit Required (UP).** Uses that are shown with a “UP” shall be subject to obtaining a use permit, as provided in Section 17.48.010 (Use permits) of this title.

D. **Use-Specific Regulations (S).** Uses that are shown with an “S” shall be subject to permit requirements as provided in the specific regulations for that use. The table indicates where the use-specific regulations are located in this Code.

E. **Use Not Allowed (-).** Uses that are shown with a “-”, or that are not listed, shall not be allowed, except as provided in Sections 17.08.090 (Interpretation regarding allowable uses of land) and 17.48.090 (Nonconforming uses and structures) of this title.

Table 17.32.010-1

Allowed Uses in Commercial Districts

Key	
P	Permitted use, subject to zoning clearance
AP	Administrative permit required
UP	Use permit required
S	See use-specific regulations for permit requirement
-	Use not allowed

Land Use	Zoning Districts						Use-Specific Regulations
	CN	C-1	C-2	CH	CLM	OF	
Local Food Uses							
Neighborhood food and beverage sales	AP	AP	AP	AP	AP	AP	17.16.220 (Neighborhood food and beverage sales)
Urban agriculture	S	S	S	S	S	S	17.16.230 (Urban agriculture)
Public Assembly							
Carnival, circus or fair	AP	AP	AP	AP	AP	UP	17.16.060 (Temporary uses and buildings)
Commercial recreational facility-indoor, 10,000 square feet or less of gross floor area	UP	P	P	P	UP	-	-
Commercial recreational facility-indoor, more than 10,000 square feet of gross floor area	-	UP	P	UP	UP	-	-
Commercial recreational facility-outdoor	-	UP	P	-	UP	-	-
Concert or performance	AP	AP	AP	AP	AP	-	17.16.060 (Temporary uses and buildings)
Library or museum	-	UP	UP	UP	UP	UP	-
Meeting facility—10,000 square feet or less of gross floor area	P	P	P	UP	UP	P	-

Land Use	Zoning Districts						Use-Specific Regulations
	CN	C-1	C-2	CH	CLM	OF	
Meeting facility-more than 10,000 square feet of gross floor area	-	UP	P	-	UP	UP	-
Park or playground	UP	UP	UP	UP	UP	UP	-
School, public	-	P	P	UP	UP	UP	-
School, private	-	P	P	-	-	UP	-
Training facility	-	UP	UP	-	-	UP	-
Residential							
Caretaker residence	UP	UP	UP	UP	UP	-	-
Family day care, large	S	S	S	S	S	-	17.16.050 (Family day care homes)
Family day care, small	P	P	P	P	P	-	17.16.050 (Family day care homes)
Home occupation, low-impact	P	P	P	-	-	-	17.16.040 (Home occupations)
Home occupation, moderate-impact	AP	AP	AP	-	-	-	17.16.040 (Home occupations)
Residential care facility—6 units or fewer	P	P	P	P	P	-	-
Residential care facility—7 units or more	-	-	-	-	-	-	-
Retail							
Alcoholic beverage sales	UP	UP	UP	-	-	-	-
Al fresco dining areas	S	S	S	S	S	-	17.12.120 (Al Fresco Dining and Seating)
Al fresco seating areas	S	S	S	S	S	-	17.12.120 (Al Fresco Dining and Seating)
Building supply	-	-	P	-	P	-	-
Cannabis retail	-	-	-	-	-	-	-
Equipment and machinery sales or rental	-	-	P	-	P	-	-
Drive-through establishment—pharmacy	P	P	P	P	P	-	17.16.080 (Drive-through establishments)
Drive-through establishment—all other uses	UP	UP	UP	UP	UP	-	17.16.080 (Drive-through establishments)
Farmers' market	AP	AP	AP	AP	AP	AP	17.16.060 (Temporary uses and buildings)

Land Use	Zoning Districts						Use-Specific Regulations
	CN	C-1	C-2	CH	CLM	OF	
Food and beverage sales—10,000 square feet or less of gross floor area	P	P	P	P	P	-	-
Food and beverage sales—10,001 to 40,000 feet of gross floor area	UP	P	P	UP	-	-	-
Food and beverage sales—more than 40,000 square feet of gross floor area	-	P	P	UP	-	-	-
Funeral merchandise sales	-	UP	UP	-	-	UP	-
Gas station	-	UP	P	P	P	-	17.16.070 (Gas stations)
General retail—10,000 square feet or less of gross floor area	P	P	P	P	P	-	-
General retail—10,001 to 40,000 feet of gross floor area	UP	P	P	UP	P	-	-
General retail—more than 40,000 square feet of gross floor area	-	UP	P	UP	UP	-	-
Mobile food vendor	AP	AP	AP	AP	AP	AP	17.16.150 (Mobile food vending)
Pet store	UP	UP	UP	-	-	-	17.16.120 (Animal keeping)
Plant nursery or garden supply store	UP	P	P	P	-	-	-
Restaurant or café	P	P	P	P	P	-	-
Seasonal holiday agricultural sales	AP	AP	AP	AP	AP	-	17.16.060 (Temporary uses and buildings)
Shopping center	UP	UP	P	UP	UP	-	-
Smoke shop	UP	UP	UP	UP	UP	UP	17.16.190 (Smoke shops)
Vehicle sales—automobile, new	-	UP	P	UP	P	-	-
Vehicle sales—all other	-	-	UP	UP	UP	-	-
Services							
Animal grooming	UP	UP	UP	-	-	-	17.16.120 (Animal keeping)
Animal keeping, noncommercial	P	P	P	P	P	-	17.16.120 (Animal keeping)

Land Use	Zoning Districts						Use-Specific Regulations
	CN	C-1	C-2	CH	CLM	OF	
Bank or financial service	P	P	P	-	P	P	-
Bed and breakfast	UP	P	P	P	-	-	-
Business support service	P	P	P	P	P	P	-
Cannabis testing	-	-	-	-	-	-	-
Car wash	-	UP	P	P	P	-	17.16.090 (Car and vehicle washes)
Catering service	-	P	P	-	P	-	-
Child day care center	P	P	P	UP	UP	-	-
Gym	P	P	P	-	P	-	-
Hospital	-	UP	UP	-	-	-	-
Hotel or motel	-	UP	P	UP	UP	-	-
Instructional or production studio	P	P	P	-	P	P	-
Kennel	-	-	UP	-	UP	-	17.16.120 (Animal keeping)
Mortuary	-	UP	UP	UP	P	UP	-
Office—professional	P	P	P	-	P	P	-
Office—all other	P	P	P	-	P	P	-
Outpatient services	UP	P	P	-	-	-	-
Personal services—low-impact	P	P	P	P	P	-	-
Personal services—moderate-impact	UP	UP	UP	UP	UP	-	-
Recreational vehicle (RV) park	-	-	UP	P	UP	-	-
Substance abuse counseling	-	-	P	-	P	-	-
Temporary real estate office	AP	AP	AP	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Temporary uses not listed here	S	S	S	S	S	S	17.16.060 (Temporary uses and buildings)
Veterinarian	UP	UP	P	-	P	-	17.16.120 (Animal keeping)
Manufacturing, Wholesale, Repair and Storage							
Food or beverage production	-	UP	UP	-	UP	-	-
Landscape material sales	-	UP	UP	-	P	-	-
Manufacturing—20,000 square feet or less of gross floor area	-	UP	P	-	P	P	-

Land Use	Zoning Districts						Use-Specific Regulations
	CN	C-1	C-2	CH	CLM	OF	
Manufacturing—more than 20,000 square feet of gross floor area	-	-	UP	-	UP	UP	-
Metalwork—20,000 square feet or less of gross floor area	-	UP	UP	P	P	UP	-
Metalwork—more than 20,000 square feet of gross floor area	-	-	UP	UP	UP	UP	-
Mini-storage facility	S	S	S	-	S	-	17.16.060 17.44.060 (MS-O-Mini-storage overlay)
Outdoor storage—250 square feet or less	P	P	P	P	P	P	17.16.140 (Outdoor storage)
Outdoor storage—more than 250 square feet	UP	UP	P	UP	P	UP	17.16.140 (Outdoor storage)
Recycling facility or center	-	UP	P	-	P	-	-
Repair service, large equipment—20,000 square feet or less of gross floor area	UP	UP	P	P	P	-	-
Repair service, large equipment—more than 20,000 square feet of gross floor area	-	-	UP	UP	UP	-	-
Repair service, small appliances	P	P	P	-	P	-	-
Research laboratories	-	-	UP	-	UP	UP	-
Scrap or dismantling yard	-	-	-	-	UP	-	-
Vehicle service or repair	-	UP	P	P	P	-	-
Warehousing	-	-	-	-	P	-	-
Transportation and Infrastructure							
Parking garage or lot as primary use	UP	UP	P	-	UP	UP	-
Public safety facility	UP	UP	UP	UP	UP	UP	-
Solar energy system, Tier 1	P	P	P	P	P	P	17.16.180 (Solar energy systems)
Solar energy system, Tier 2	AP	AP	AP	AP	AP	AP	17.16.180 (Solar energy systems)
Solar energy system, Tier 3	UP	UP	UP	UP	UP	UP	17.16.180 (Solar energy systems)

Land Use	Zoning Districts						Use-Specific Regulations
	CN	C-1	C-2	CH	CLM	OF	
Utility building or substation	P	P	P	P	P	P	-
Vehicle depot	-						

(Ord. 1749 § 4; Ord. 1763 §§ 18, 23, 24, 26; Ord. 1769 § 9; Ord. 1775 § 7; Ord. 1778 § 4; Ord. 1784 § 7; Ord. 1794 § 2; Ord. 1819 § 7, 2017; Ord. 1830 § 6, 2018; Ord. 1834 § 4, 2019; Ord. 1850 § 3, 2021)

Section 5: Amendment to the Oroville Municipal Code Section 17.34.020 (Allowed Uses in Mixed-Use Districts)

The Oroville Municipal Code Section 17.34.020 (Allowed Uses in Mixed-Use Districts) is hereby amended to read as follows:

17.34.020 Allowed uses in mixed-use districts.

Table 17.34.020-1 shows the uses allowed in the mixed-use districts. These uses include:

- A. **Permitted Use (P).** Uses shown with a “P” are permitted by-right with zoning clearance approval. See Section 17.48.030 (Zoning clearances).
- B. **Administrative Permit Required (AP).** Uses shown with an “AP” require an administrative permit. See Section 17.48.020 (Administrative permits).
- C. **Use Permit Required (UP).** Uses shown with a “UP” require a use permit. See Section 17.48.010 (Use permits).
- D. **Use-Specific Regulations (S).** Uses shown with an “S” must comply with specific regulations for that use. The table identifies the section number for the use-specific regulations.
- E. **Use Not Allowed (-).** Uses shown with a “-” or that are not listed, are not allowed.

Table 17.34.020-1:

Allowed Uses in Mixed-Use Districts

Key	
P	Permitted use, subject to zoning clearance

AP	Administrative permit required
UP	Use permit required
S	See use-specific regulations for permit requirement
-	Use not allowed

Land Use	Zoning Districts			Use-Specific Regulations
	MXD	MXN	MXC	
Local Food Uses				
Neighborhood food and beverage sales	AP	AP	AP	17.16.220 (Neighborhood food and beverage sales)
Urban agriculture	S	S	S	17.16.230 (Urban agriculture)
Public Assembly				
Carnival, circus or fair	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Commercial recreational facility—indoor, 10,000 square feet or less of gross floor area	UP	UP	P	
Commercial recreational facility—indoor, more than 10,000 square feet of gross floor area	UP	UP	UP	
Commercial recreational facility—outdoor	-	-	UP	
Concert or performance	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Library or museum	UP	UP	UP	
Meeting facility—10,000 square feet or less of gross floor area	P	P	P	
Meeting facility—more than 10,000 square feet of gross floor area	UP	UP	P	
Park or playground	UP	UP	UP	
School, public	UP	UP	UP	
School, private	UP	UP	UP	
Training facility	UP	UP	UP	
Residential [1]				
Caretaker residence	UP	UP	-	

Land Use	Zoning Districts			Use-Specific Regulations
	MXD	MXN	MXC	
Family day care, large	S	S	S	17.16.050 (Family day care homes)
Family day care, small	P	P	P	17.16.050 (Family day care homes)
Home occupation, low-impact	S	S	S	17.16.040 (Home occupation)
Home occupation, moderate-impact	S	S	S	17.16.040 (Home occupation)
Mixed-use development	P	P	P	17.16.030 (Mixed-use development)
Multiple-family dwellings [1]	-	P	P	
Residential care facility—6 units or fewer	P	P	P	
Residential care facility—7 units or more	UP	UP	-	
Retail				
Alcoholic beverage sales	UP	UP	UP	
Al fresco dining areas	S	S	S	17.12.120 (Al Fresco Dining and Seating)
Al fresco seating areas	S	S	S	17.12.120 (Al Fresco Dining and Seating)
Building supply	-	-	-	
Equipment and machinery sales or rental	-	-	-	
Drive-through establishment—pharmacy	-	-	UP	17.16.080 (Drive-through establishments)
Drive-through establishment all other uses	-	-	UP	17.16.080 (Drive-through establishments)
Farmers market	AP	AP	AP	
Food and beverage sales—10,000 square feet or less of gross floor area	P	P	P	
Food and beverage sales—10,001 to 40,000 square feet of gross floor area	UP	P	P	
Food and beverage sales—more than 40,000 square feet of gross floor area	UP	UP	P	
Funeral merchandise sales	UP	UP	UP	
Gas station	-	-	UP	17.16.070 (Gas stations)
General retail—10,000 square feet or less of gross floor area	P	P	P	

Land Use	Zoning Districts			Use-Specific Regulations
	MXD	MXN	MXC	
General retail—10,001 to 40,000 feet of gross floor area	UP	P	P	
General retail—more than 40,000 square feet of gross floor area	-	UP	UP	
Mobile food vendor	AP	AP	AP	17.16.150 (Mobile food vending)
Pet store	UP	UP	UP	17.16.120 (Animal keeping)
Plant nursery or garden supply store	UP	UP	P	
Restaurant or café	P	P	P	
Seasonal holiday agricultural sales	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Shopping center, 1,000 square feet or less of gross floor area	P	P	P	
Shopping center, 1,000 square feet or greater of gross floor area	P	UP	P	
Smoke shop	UP	UP	UP	17.36.010 (Allowed uses in industrial districts)
Vehicle sales—automobile, new	-	-	P	
Vehicle sales—all other	-	-	UP	
Services				
Animal grooming	UP	UP	UP	17.16.120 (Animal keeping)
Animal keeping, noncommercial	P	P	P	17.16.120 (Animal keeping)
Bank or financial service	P	P	P	
Bed and breakfast	P	P	P	
Business support service	P	P	P	
Car wash	-	UP	UP	17.16.090 (Car and vehicle washes)
Catering service	P	P	P	
Child day care center	P	P	P	
Gym	P	P	P	
Hospital	-	-	-	
Hotel or motel	UP	-	UP	
Instructional or production studio	P	-	P	
Kennel	-	-	UP	17.16.120 (Animal keeping)

Land Use	Zoning Districts			Use-Specific Regulations
	MXD	MXN	MXC	
Mortuary	UP	-	UP	
Office—professional	P	P	P	
Office—all other	P	P	P	
Outpatient Services	UP	UP	UP	
Personal services—low-impact	P	P	P	
Personal services—moderate-impact	UP	UP	UP	
Temporary real estate office	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Temporary uses not listed here	S	S	S	17.16.060 (Temporary uses and buildings)
Veterinarian	UP	UP	P	17.16.120 (Animal keeping)
<i>Manufacturing, Wholesale, Repair, and Storage</i>				
Food or beverage production	UP	-	UP	
Landscape material sales	-	-	UP	
Manufacturing—20,000 square feet or less of gross floor area	UP	-	UP	
Metalwork—10,000 square feet or less of gross floor area	UP	-	UP	
Mini-storage facility	-	-	-	17.44.060 (MS-O: mini-storage overlay)
Outdoor storage—250 square feet or less	-	-	P	17.16.140 (Outdoor storage)
Outdoor storage—more than 250 square feet	UP	UP	UP	17.16.140 (Outdoor storage)
Repair service, large equipment—20,000 square feet or less of gross floor area	-	-	UP	
Repair service, small appliances	P	P	P	
<i>Transportation and Infrastructure</i>				
Parking garage or lot as primary use	UP	UP	UP	
Public safety facility	UP	UP	UP	
Solar energy system, Tier 1	P	P	P	17.16.180 (Solar energy systems)
Solar energy system, Tier 2	AP	AP	AP	17.16.180 (Solar energy systems)
Solar energy system, Tier 3	UP	UP	UP	17.16.180 (Solar energy systems)

Land Use	Zoning Districts			Use-Specific Regulations
	MXD	MXN	MXC	
Utility building or substation	P	P	P	

[1] Residential uses in the downtown mixed-use district are permitted only on upper stories above ground floor commercial uses.

(Ord. 1819 § 8, 2017; Ord. 1830 § 7, 2018)

Section 6: Amendment to the Oroville Municipal Code Section 12.04.030 (Placing Produce, Merchandise, etc. on Streets and Sidewalks)

The Oroville Municipal Code Section 12.04.030 (Placing Produce, Merchandise, etc. on Streets and Sidewalks) is hereby amended to read as follows:

12.04.030 Placing produce, merchandise, etc., on streets and sidewalks.

Except as provided in this chapter, Section 17.12.120, and Section 17.16.130, it is unlawful for any person to leave or cause to be left, place or cause to be placed, on any sidewalk, alley, gutter or street within the city, any produce, wares, merchandise, store boxes, other substances or material, objects or implements whatsoever of any class, kind or character, except for short periods during the loading or discarding of such articles; provided, however, that bicycles may be placed in the gutter or street. (Code 1954 § 19.6; Ord. 1533 § 1; Ord. 1750 § 10)

Section 7: Environmental Determination.

Zoning Code Amendment ZC23-02 is not subject to the provisions of the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Section 8: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 9: Effective Date.

This ordinance shall take effect thirty (30) days after the date of its final adoption. The City Clerk shall certify to adoption thereof and cause its publication according to law.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on this 16th day of January 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

Attachment 2

SECTION 17-12.120**AL FRESCO DINING AND SEATING**

17-12.120 Al Fresco Dining and Seating,

A. Purpose.

The purpose of the regulations and standards in this Section are to allow increased business and pedestrian traffic by providing safe and visually appealing opportunities for Al Fresco Dining and Seating. It shall be unlawful for any person to establish an Al Fresco Dining or Seating Area at any site unless approval had been obtained, as applicable, consistent with this Section.

B. Definitions.

1. Al Fresco Dining: Generally defined as permanent dining areas that are outdoors, either contained fully on private property or on city sidewalks. This dining area shall be a separately identifiable, designated space that is accessory to the operation of a food service establishment.
2. Al Fresco Seating: Generally defined as temporary dining areas located immediately adjacent to or in close proximity to a food service establishment where patrons can sit and consume meals and/or non-alcoholic beverages. An al fresco seating area is characterized by non-permanent improvements where the area can be returned to its original unimproved state.
3. Frontage Zone: The section of the sidewalk that functions as an extension of the building, whether through entryways and doors or sidewalk cafes and sandwich boards. The frontage zone consists of both the structure and the facade of the building fronting the street, as well as the space immediately adjacent to the building.
4. Outdoor Dining: See “Al Fresco Dining” definition.
5. Outdoor Seating: See “Al Fresco Seating” definition.
6. Pedestrian Through Zone: The primary, accessible pathway for pedestrians that runs parallel to the street and the al fresco sidewalk dining area. This pathway shall be a minimum of six (6) feet in width.
7. Sidewalk Dining Area: See “Al Fresco Dining” definition.
8. Street Furniture/Curb Zone: The section of the sidewalk between the curb and the through zone in which street furniture and amenities, such as lighting, benches, newspaper kiosks, utility poles, tree pits, and bicycle parking are provided. The street furniture zone may also consist of green infrastructure elements, such as rain gardens or flow-through planters.

C. **Applicability.**

1. Al Fresco Sidewalk Dining shall be allowed only in the area identified as the “Al Fresco Sidewalk Dining Areas.” Generally, the area bounded by High Street, Oliver Street, Arlin Rhine Memorial Drive, and Oak Street, as shown in Figure 17.12.120-1, and the Gateway Site, as shown in Figure 17.12.120-2.



Figure 17.12.120-1

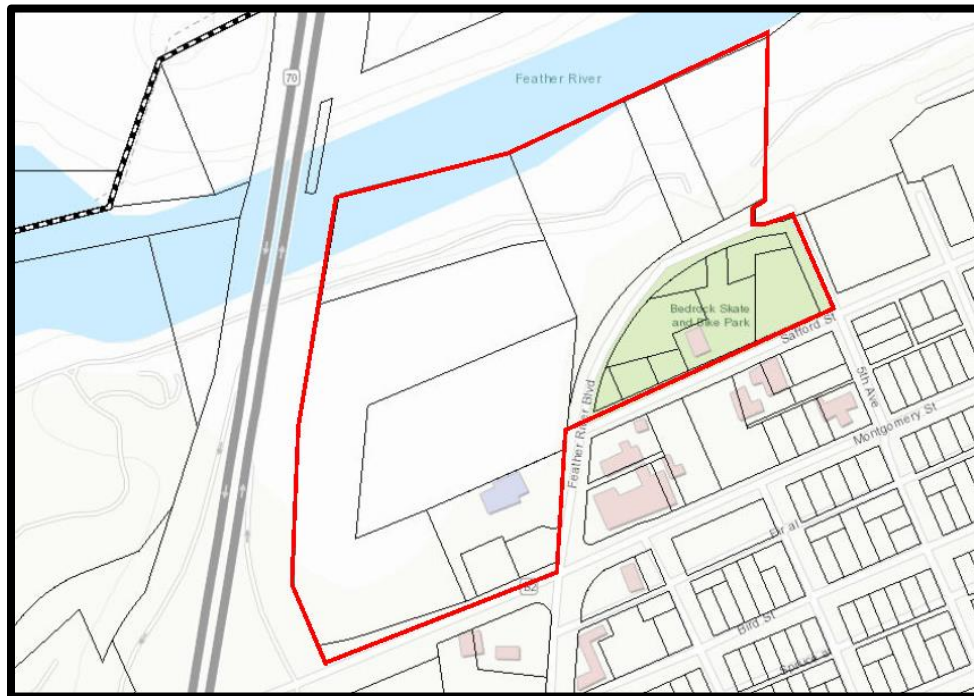


Figure 17.12.120-2

2. Al Fresco Dining Areas outside of the public right-of-way fully contained on private property shall be allowed in areas of the City zoned for commercial and mixed-use districts as specified in Sections 17.32.010 and 17.34.020 of the zoning code.

D. Al Fresco Sidewalk Dining Area.

Al Fresco Sidewalk Dining shall only be allowed within the specific sub areas as identified in subsection (C)(1) (“Applicability”).

1. Conversion of Existing Sidewalk. Sidewalk dining areas that are contained within the existing footprint of the sidewalk without requiring widening to maintain the minimum required pedestrian through zone width.

a. Design Standards

- (1) Shall be directly adjacent to the business proposing to utilize the sidewalk dining area. The al fresco dining area may also utilize the frontage zone of a neighboring business with the written authorization from the adjacent business and building owner(s) where the sidewalk dining area is proposed to extend.
- (2) A continuous barrier separating the dining area from the pedestrian through zone shall be installed a minimum of three (3) feet in height but shall not exceed four (4) feet in height. This barrier shall be constructed of solid material such as metal, stone block, glass, planter boxes, wrought iron, or a combination thereof.

- (3) Awnings, umbrellas, and similar shade covers must allow vertical clearance of a minimum of seven (7) feet above sidewalk level.
- (4) Shall comply with all ADA requirements and the City's adopted Building and Fire Code.
- (5) All signage shall comply with the City's adopted Sign Code.
- (6) Lighting shall be provided that is architecturally compatible with the design of the al fresco dining area and surrounding area.
- (7) The use of compatible awnings, umbrellas, plants, and other human scale elements is encouraged to enhance the pedestrian experience.

b. Operational Requirements

- (1) The dining area shall be kept clear of trash, litter, and debris.
- (2) Furnishings must be maintained and cleaned regularly with no ripped, faded, or otherwise damaged materials. Any unmaintained furnishing shall be repaired or replaced immediately. The restaurant manager or business owner is responsible for maintaining the al fresco dining area free of trash, litter, and food debris.
- ~~(3) Waste receptacles shall be provided for patrons in the dining area.~~
- (4) Operation of an al fresco dining area shall be permitted only during such times as the hours of operation of the associated food service establishment.
- (5) An al fresco dining operation proposing to serve alcoholic beverages must be duly licensed by the state Department of Alcoholic Beverage Control and obtain a conditional use permit pursuant to Section 17.16.160, as may be required by the subject property's zoning designation, prior to the service of alcoholic beverages.
- (6) As applicable, the applicant shall post signage that the drinking or carrying of an open container of alcohol is prohibited outside the al fresco dining area.
- (7) The al fresco dining area shall comply with the City's Noise Ordinance.
- (8) Unobstructed access to fire exits, fire lanes, fire hydrants, fire hose connections, and entrances and exits of all buildings shall be maintained.
- ~~(9) No heating, cooking or open flames are permitted in the sidewalk dining area. Space heaters are permitted provided that they are an outdoor approved type, are located in accordance with the manufacturer's recommendations, and are located at least two (2) feet from the edge of any umbrella canvas, any foliage, or any other flammable object or material.~~

c. Application Review Procedure and Submittal Requirements

- (1) Subject to an administrative permit approved by the Development Review Committee.

- (2) An application for an al fresco dining area shall include a detailed site plan, drawn to scale, noting dimensions of the area proposed for the outdoor café; the proposed number and location of tables, chairs and other furnishings to be included in the al fresco dining area; the composition, design, and location of all physical barriers; the location and nature of any proposed landscaping; the relationship of the al fresco dining area to the indoor dining area; and all sidewalk obstructions in the vicinity of the proposed al fresco dining area.
 - (3) A detailed description of the type, color, and material of all proposed outdoor furniture, such as tables, chairs, barriers, planters, umbrellas, signs, and lighting shall be included with an application for an al fresco dining area.
2. Widening of Sidewalk. Sidewalk dining areas that require widening of the sidewalk to accommodate both the new dining area and the minimum required pedestrian through zone width.

a. Design Standards

- (1) Shall be directly adjacent to the business proposing to utilize the sidewalk dining area. The al fresco dining area may also utilize the frontage zone of a neighboring business with the written authorization from the adjacent business and building owner(s) where the sidewalk dining area is proposed to extend.
- (2) No more than two (2) parking spaces may be converted to widened sidewalk to facilitate any one al fresco dining area. The two (2) parking spaces that may be converted to widened sidewalk may either be: two (2) parking spaces on one (1) block, or one (1) space on each side of and directly adjacent to the corner of a block where two (2) public streets intersect.
- (3) Existing street trees shall be preserved and incorporated into the design of the dining area where possible.
- (4) Awnings, umbrellas, and similar shade covers must allow vertical clearance of a minimum of seven (7) feet above sidewalk level.
- (5) A continuous barrier separating the dining area from the pedestrian through zone shall be installed a minimum of three (3) feet in height but shall not exceed four (4) feet in height. This barrier shall be constructed of solid material such as metal, stone block, glass, planter boxes, wrought iron, or a combination thereof.
- (6) Shall comply with all ADA requirements and the City's adopted Building and Fire Code.
- (7) All signage shall comply with the City's adopted Sign Code.
- (8) Lighting shall be provided that is architecturally compatible with the design of the al fresco dining area and surrounding area.
- (9) The use of compatible awnings, umbrellas, plants, and other human scale elements is encouraged to enhance the pedestrian experience.

b. Operational Requirements

- (1) The dining area shall be kept clear of trash, litter, and debris.
- (2) Furnishings must be maintained and cleaned regularly with no ripped, faded, or otherwise damaged materials. Any unmaintained furnishing shall be repaired or replaced immediately. The restaurant manager or business owner is responsible for maintaining the al fresco dining area free of trash, litter, and food debris.
- ~~(3) Waste receptacles shall be provided for patrons of the dining area.~~
- (4) Operation of an al fresco dining area shall be permitted only during such times as the hours of operation of the associated food service establishment.
- (5) An al fresco dining operation proposing to serve alcoholic beverages must be duly licensed by the state Department of Alcoholic Beverage Control and obtain a conditional use permit pursuant to Section 17.16.160, as may be required by the subject property's zoning designation, prior to the service of alcoholic beverages.
- (6) As applicable, the applicant shall post signage that the drinking or carrying of an open container of alcohol is prohibited outside the al fresco dining area.
- (7) The al fresco dining area shall comply with the City's Noise Ordinance.
- (8) Unobstructed access to fire exits, fire lanes, fire hydrants, fire hose connections, and entrances and exits of all buildings shall be maintained.
- ~~(9) No heating, cooking or open flames are permitted in the sidewalk dining area. Space heaters are permitted provided that they are an outdoor approved type, are located in accordance with the manufacturer's recommendations, and are located at least two (2) feet from the edge of any umbrella canvas, any foliage, or any other flammable object or material.~~

c. Application Review Procedure and Submittal Requirements

- (1) Subject to an administrative permit approved by the Development Review Committee.
- (2) An encroachment permit shall be obtained prior to any work commencing within the public right-of-way.
- (3) Prior to approving a permit authorizing the widening of a sidewalk that results in the loss of on-street parking, findings shall be made that the loss of on-street parking will not result in an inadequate supply of parking within the downtown area.
- (4) All costs associated to the widening of sidewalk for the operation of an al fresco sidewalk dining area shall be at applicant's sole cost and expense.

- (5) An application for an al fresco dining area shall include a detailed site plan, drawn to scale, noting dimensions of the area proposed for the outdoor café; the proposed number and location of tables, chairs and other furnishings to be included in the al fresco dining area; the composition, design, and location of all physical barriers; the location and nature of any proposed landscaping; the relationship of the al fresco dining area to the indoor dining area; and all sidewalk obstructions in the vicinity of the proposed al fresco dining area.
- (6) A detailed description of the type, color, and material of all proposed outdoor furniture, such as tables, chairs, barriers, planters, umbrellas, signs, and lighting shall be included with an application for an al fresco dining area.

3. **General Liability Insurance**

- a. The applicant shall provide to the City an agreement to indemnify, defend, and hold harmless the City of Oroville, as applicable, for any and all claims for liability or damages arising from the operation of the al fresco dining area.
 - b. The restaurant operator or property owner shall provide to the City of Oroville insurance certificates and endorsements evidencing general liability insurance, workers compensation insurance, and such other insurance, in such amounts and forms as may be required by the City of Oroville Risk Manager.
4. A permit to operate an Al Fresco Sidewalk Dining Area shall be subject to termination by the City at any time upon giving written notice to the applicant and/or operator at least ten (10) days prior to the hearing upon determination of the Community Development Director that one (1) or more of the conditions or provisions of this Section have been violated, or that one (1) or more factors listed in this Section have changed, or the permitted use is no longer compatible with the intended use of the City property, public sidewalk or other public right-of-way. No prior written notice shall be required to terminate the permit where the Community Development Director in their discretion, that the continued use of the City property, public sidewalk or other public right-of-way for the Al Fresco Dining Area poses an imminent threat to health or safety.

E. **Al Fresco Dining Areas Outside of the Public Right-of-Way.**

Shall apply city-wide in Commercial and Mixed-Use Districts as specified in Sections 17.32.010 and 17.34.020, including the specific sub areas as identified in subsection (C)(1) (“Applicability”).

1. **Design Standards**

- a. Shall not encroach or be constructed within the public right-of-way.
- b. Parking shall be provided in accordance with Section 17.12.070.
- c. A continuous barrier separating the dining area from drive aisles, parking and, pedestrian facilities shall be installed a minimum of three (3) feet in height. This barrier shall be constructed of solid material such as metal, stone block, glass, wrought iron, or a combination thereof. ~~Any barrier over three (3) feet in height~~

~~shall be architecturally compatible with the adjacent building and surrounded by a landscaped buffer of no less than 5 feet in width.~~

- d. Awnings, umbrellas, and similar shade covers must allow vertical clearance of a minimum of seven (7) feet.
- e. Shall comply with all ADA requirements and the City's adopted Building and Fire Code.
- f. All signage shall comply with the City's adopted Sign Code.
- g. Lighting shall be provided that is architecturally compatible with the design of the al fresco dining area and surrounding area.
- h. The use of compatible awnings, umbrellas, plants, and other human scale elements is encouraged to enhance the pedestrian experience.

2. Operational Requirements

- a. The dining area shall be kept clear of trash, litter, and debris.
- b. Furnishings must be maintained and cleaned regularly with no ripped, faded, or otherwise damaged materials. Any unmaintained furnishing shall be repaired or replaced immediately. The restaurant manager or business owner is responsible for maintaining the al fresco dining area free of trash, litter, and food debris.
- ~~e. Waste receptacles shall be provided for patrons in the dining area.~~
- d. Operation of an al fresco dining area shall be permitted only during such times as the hours of operation of the associated food service establishment.
- e. An al fresco dining operation proposing to serve alcoholic beverages must be duly licensed by the state Department of Alcoholic Beverage Control and obtain a conditional use permit pursuant to Section 17.16.160, as may be required by the subject property's zoning designation, prior to the service of alcoholic beverages.
- f. As applicable, the applicant shall post signage that the drinking or carrying of an open container of alcohol is prohibited outside the al fresco dining area.
- g. The al fresco dining area shall comply with the City's Noise Ordinance.
- h. Unobstructed access to fire exits, fire lanes, fire hydrants, fire hose connections, and entrances and exits of all buildings shall be maintained.
- ~~i. No heating, cooking or open flames are permitted in the al fresco dining area. Space heaters are permitted provided that they are an outdoor approved type, are located in accordance with the manufacturer's recommendations, and are located at least two (2) feet from the edge of any umbrella canvas, any foliage, or any other flammable object or material.~~

3. Application Review Procedure and Submittal Requirements

- a. New al fresco dining areas proposed to be added to an already developed site containing a food service establishment shall be subject to an administrative permit approved by the Development Review Committee.

- (1) Al fresco dining areas proposed as part of a larger project shall be reviewed and approved by the approval body for the project.
- b. An application for an al fresco dining area shall include a detailed site plan, drawn to scale, noting dimensions of the area proposed for the al fresco dining area; the proposed number and location of tables, chairs and other furnishings to be included in the al fresco dining area; the composition, design, and location of all physical barriers; the location and nature of any proposed landscaping; the relationship of the al fresco dining area to the indoor dining area; and all sidewalk obstructions in the vicinity of the proposed al fresco dining area.
- c. A detailed description of the type, color, and material of all proposed outdoor furniture, such as tables, chairs, barriers, planters, umbrellas, signs, and lighting shall be included with an application for an al fresco dining area.

F. **Al Fresco Seating Areas.**

Shall apply city-wide in Commercial and Mixed-Use Districts as specified in Sections 17.32.010 and 17.34.020, including the specific sub areas as identified in subsection (C)(1) (“Applicability”).

1. **Operational Standards**

- a. Alcoholic beverages shall not be served or consumed in al fresco seating areas.
- b. The furnishings shall be directly adjacent to or in close proximity of the food service establishment and shall be non-permanent in nature.
- c. The outdoor seating area shall be no larger than 25% of the floor area of the associated food service establishment, or 16 seats, whichever is greater.
- d. Furnishings may be set out as early as thirty (30) minutes prior to opening and must be removed no later than thirty (30) minutes after closing of the business.
- e. Awnings, umbrellas, and similar shade covers must allow vertical clearance of a minimum of seven (7) feet.
- f. All al fresco seating areas shall comply with the City’s Noise Ordinance.
- g. The required pedestrian through zone, emergency access/exits, and fire lanes must be maintained.
- h. Furnishings must be maintained and cleaned regularly with no ripped, faded, or otherwise damaged materials. Any unmaintained furnishing shall be repaired or replaced immediately. The restaurant manager or business owner is responsible for maintaining the al fresco dining area free of trash, litter, and food debris.
- i. No furnishings shall be placed within any required parking or landscape area.
- j. No furnishings may be placed or encroach within the public right-of-way without first obtaining appropriate approvals as specified in subsection (F)(2)(b) (“Application Review Procedure and Submittal Requirements”).

2. **Application Review Procedure and Submittal Requirements**

- a. If a proposed al fresco seating area consists only of the temporary placement of tables and chairs contained wholly on private property during the food service establishment's hours of operation and complies with the operational standards as detailed above in subsection (F)(1), a permit shall not be required.
 - b. If a proposed al fresco seating area consists only of the temporary placement of tables and chairs in the public right-of-way during the food service establishment's hours of operation and complies with the operational standards as detailed above in subsection (F)(1), an administrative al fresco seating area permit shall be required, subject to approval by the Director of Community Development, or designee. An application for an al fresco seating area permit shall contain the following:
 - (1) A site plan depicting the area within the public right-of-way proposed to be used for the al fresco seating area.
 - (2) If the proposed al fresco seating area includes the placement of furnishings in front of a business immediately adjacent to the associated food service establishment, the applicant shall submit written authorization from the adjacent business and building owner(s) to utilize the businesses frontage zone.
 - (3) Insurance certificates and endorsements evidencing general liability insurance, workers compensation insurance, and such other insurance, in such amounts and forms as may be required by the City of Oroville Risk Manager.
 - (4) An agreement to indemnify, defend, and hold harmless the City of Oroville, as applicable, for any and all claims for liability or damages arising from the operation of the al fresco seating area.
- G. **Exemptions.** Al fresco dining and seating areas that deviate from the standards set forth in this Section are subject to a Conditional Use Permit, processed in accordance with Section 17.48.010.

Table 17.12.070-1

Minimum Vehicular Parking Requirements

Land Use	Vehicular Parking Requirements
Public Assembly	
Commercial recreational facility—indoor Arcade or amusement center Bowling alley Skating rink Theater	1 space for each 300 square feet of gross floor area 2 spaces for each lane 1 space for each 300 square feet of rink area, plus 1 space for each 10 fixed seats 1 space for each 5 fixed seats, or 1 space for each 100 square feet of gross floor area if no fixed seats; exceptions may be provided for theaters with more than 500 seats, subject to a use permit
Commercial recreational facility—outdoor	Determined by use permit
Gym	1 space for each 300 square feet of gross floor area
Instructional studio	1 space for each 300 square feet of gross floor area
Library or museum	1 space for each 300 square feet of gross floor area
Meeting facility	1 space for each 5 fixed seats, or 1 space for each 100 square feet of gross floor area if no fixed seats; plus additional spaces as required by this section for accessory uses, such as offices
Restaurant or café	1 space for each 100 square feet of gross floor area
School—elementary or middle school	3 spaces for each classroom
School—high school	7 spaces for each classroom
Land Use	
Vehicular Parking Requirements	
Residential	
Boardinghouse	1 space for each bedroom
Caretaker dwelling unit	1 space for each dwelling unit
Duplex	2 spaces for each dwelling unit
Emergency shelter	1 space per 10 adult beds
Family day care, large	2 spaces, in addition to those required for the dwelling unit
Family day care, small	None beyond requirement for dwelling unit
Home occupation	None beyond requirement for dwelling unit
Mobile home park	1 space for each dwelling unit, plus 1 guest parking space for each 4 dwelling units
Studio or 1 bedroom	1 space for each dwelling unit
2 or more bedrooms—projects with fewer than 14 dwelling units per acre	2 spaces for each dwelling unit
2 or more bedrooms—projects with 14 or more dwelling units per acre	1.5 spaces for each dwelling unit
Guest parking for multiple-family dwellings	1 space for each 4 dwelling units
Residential care facility—6 units or fewer	Same as requirements for applicable type of dwelling unit
Residential care facility—7 units or more	1 space for each 3 beds
Second dwelling unit	1 space for each dwelling unit
Single-family dwelling	2 spaces for each dwelling unit
Retail	
All “retail” uses listed in Ch. 17.28, except the following: Alcoholic beverage sales—on-premises consumption Automobile sales Gas station	1 space for each 300 square feet of gross floor area 1 space for each 100 square feet of gross floor area 1 space for each 2,000 square feet of site area As required for individual accessory uses; minimum of 2 spaces
Restaurant or café	1 space for each 4 seats, including outdoor seating
Al fresco dining	1 space for each 4 seats
Mobile home, boat or recreational vehicle sales	1 space for each 1,000 square feet of site area
Services	
All “services” uses listed in Ch. 17.28, except the following:	1 space for each 300 square feet of gross floor area

Land Use	Vehicular Parking Requirements
Bed and breakfast	1 space for each guest room, plus 1 space for any resident manager
Car wash	2 spaces for each wash bay
Hospital	1.1 spaces for each bed
Hotel or motel	1 space for each guest room, plus additional spaces as required by this section for accessory uses
Mortuary	1 space for each 6 fixed seats, or 1 space for each 100 square feet of gross floor area if no fixed seats
Personal services	1 space for each 200 square feet of gross floor area
<i>Manufacturing, Wholesale, Repair and Storage</i>	
All “manufacturing, wholesale, repair and storage” uses listed in Ch. 17.28, except the following:	1 space for each 1,000 square feet of gross floor area; minimum of 2 spaces
Mini-storage facility	1 space for each 3,000 square feet of gross floor area; minimum of 4 spaces
Research laboratories	1 space for each 300 square feet of gross floor area
Warehousing	1 space for each 2,000 square feet of gross floor area used for storage, plus 1 space for each 300 square feet of other gross floor area
<i>Transportation and Infrastructure</i>	
All “transportation and infrastructure” uses listed in Ch. 17.28	1 space for each 1,000 square feet of gross floor area; minimum of 4 spaces

J. Parking Requirements in DH-O Districts. Notwithstanding any other provision of this section, in downtown historic overlay (DH-O) districts, the following minimum parking requirements shall apply:

1. For single-family residential uses in a DH-O district, no parking spaces shall be required, provided that all of the following circumstances exist:
 - a. No off-street parking spaces have already been constructed on the property.
 - b. The property qualifies as a landmark, as provided in Section [17.48.040](#).
2. Residential uses in a DH-O district shall be eligible for the on-street parking credit described in this section.
3. In any RP/DH-O district, all required parking spaces shall be located within the building’s rear setback.
4. Seating in an al fresco dining area of a restaurant or café use within the “Al Fresco Sidewalk Dining Area” of the DH-O, as defined in Section 17.12.120(C)(1), shall not count towards the minimum vehicular parking requirements for the use.

17.32.010 Allowed uses in commercial districts.

The uses allowed in commercial districts shall be as shown in Table 17.32.010-1. These uses include:

- A. **Permitted Use (P).** Uses that are shown with a “P” shall be permitted, subject to obtaining a zoning clearance, as provided in Section 17.48.030 (Zoning clearances) of this title, as well as any building permits or other permits required by this Code.
- B. **Administrative Permit Required (AP).** Uses that are shown with an “AP” shall be subject to obtaining an administrative permit, as provided in Section 17.48.020 (Administrative permits) of this title.
- C. **Use Permit Required (UP).** Uses that are shown with a “UP” shall be subject to obtaining a use permit, as provided in Section 17.48.010 (Use permits) of this title.
- D. **Use-Specific Regulations (S).** Uses that are shown with an “S” shall be subject to permit requirements as provided in the specific regulations for that use. The table indicates where the use-specific regulations are located in this Code.
- E. **Use Not Allowed (-).** Uses that are shown with a “-”, or that are not listed, shall not be allowed, except as provided in Sections 17.08.090 (Interpretation regarding allowable uses of land) and 17.48.090 (Nonconforming uses and structures) of this title.

Table 17.32.010-1

Allowed Uses in Commercial Districts

Key	
P	Permitted use, subject to zoning clearance
AP	Administrative permit required
UP	Use permit required
S	See use-specific regulations for permit requirement
-	Use not allowed

Land Use	Zoning Districts						Use-Specific Regulations
	CN	C-1	C-2	CH	CLM	OF	
Local Food Uses							
Neighborhood food and beverage sales	AP	AP	AP	AP	AP	AP	17.16.220 (Neighborhood food and beverage sales)
Urban agriculture	S	S	S	S	S	S	17.16.230 (Urban agriculture)
Public Assembly							
Carnival, circus or fair	AP	AP	AP	AP	AP	UP	17.16.060 (Temporary uses and buildings)
Commercial recreational facility-indoor, 10,000 square feet or less of gross floor area	UP	P	P	P	UP	-	-
Commercial recreational facility-indoor, more than 10,000 square feet of gross floor area	-	UP	P	UP	UP	-	-
Commercial recreational facility-outdoor	-	UP	P	-	UP	-	-
Concert or performance	AP	AP	AP	AP	AP	-	17.16.060 (Temporary uses and buildings)
Library or museum	-	UP	UP	UP	UP	UP	-
Meeting facility—10,000 square feet or less of gross floor area	P	P	P	UP	UP	P	-
Meeting facility-more than 10,000 square feet of gross floor area	-	UP	P	-	UP	UP	-
Park or playground	UP	UP	UP	UP	UP	UP	-
School, public	-	P	P	UP	UP	UP	-
School, private	-	P	P	-	-	UP	-
Training facility	-	UP	UP	-	-	UP	-
Residential							
Caretaker residence	UP	UP	UP	UP	UP	-	-
Family day care, large	S	S	S	S	S	-	17.16.050 (Family day care homes)
Family day care, small	P	P	P	P	P	-	17.16.050 (Family day care homes)
Home occupation, low-impact	P	P	P	-	-	-	17.16.040 (Home occupations)
Home occupation, moderate-impact	AP	AP	AP	-	-	-	17.16.040 (Home occupations)

Land Use	Zoning Districts						Use-Specific Regulations
	CN	C-1	C-2	CH	CLM	OF	
Residential care facility—6 units or fewer	P	P	P	P	P	-	-
Residential care facility—7 units or more	-	-	-	-	-	-	-
Retail							
Alcoholic beverage sales	UP	UP	UP	-	-	-	-
Al fresco dining areas	S	S	S	S	S	-	17.12.120 (Al Fresco Dining and Seating)
Al fresco seating areas	S	S	S	S	S	-	17.12.120 (Al Fresco Dining and Seating)
Building supply	-	-	P	-	P	-	-
Cannabis retail	-	-	-	-	-	-	-
Equipment and machinery sales or rental	-	-	P	-	P	-	-
Drive-through establishment—pharmacy	P	P	P	P	P	-	17.16.080 (Drive-through establishments)
Drive-through establishment—all other uses	UP	UP	UP	UP	UP	-	17.16.080 (Drive-through establishments)
Farmers' market	AP	AP	AP	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Food and beverage sales—10,000 square feet or less of gross floor area	P	P	P	P	P	-	-
Food and beverage sales—10,001 to 40,000 feet of gross floor area	UP	P	P	UP	-	-	-
Food and beverage sales—more than 40,000 square feet of gross floor area	-	P	P	UP	-	-	-
Funeral merchandise sales	-	UP	UP	-	-	UP	-
Gas station	-	UP	P	P	P	-	17.16.070 (Gas stations)
General retail—10,000 square feet or less of gross floor area	P	P	P	P	P	-	-
General retail—10,001 to 40,000 feet of gross floor area	UP	P	P	UP	P	-	-
General retail—more than 40,000 square feet of gross floor area	-	UP	P	UP	UP	-	-
Mobile food vendor	AP	AP	AP	AP	AP	AP	17.16.150 (Mobile food vending)

Land Use	Zoning Districts						Use-Specific Regulations
	CN	C-1	C-2	CH	CLM	OF	
Pet store	UP	UP	UP	-	-	-	17.16.120 (Animal keeping)
Plant nursery or garden supply store	UP	P	P	P	-	-	-
Restaurant or café	P	P	P	P	P	-	-
Seasonal holiday agricultural sales	AP	AP	AP	AP	AP	-	17.16.060 (Temporary uses and buildings)
Shopping center	UP	UP	P	UP	UP	-	-
Smoke shop	UP	UP	UP	UP	UP	UP	17.16.190 (Smoke shops)
Vehicle sales—automobile, new	-	UP	P	UP	P	-	-
Vehicle sales—all other	-	-	UP	UP	UP	-	-
Services							
Animal grooming	UP	UP	UP	-	-	-	17.16.120 (Animal keeping)
Animal keeping, noncommercial	P	P	P	P	P	-	17.16.120 (Animal keeping)
Bank or financial service	P	P	P	-	P	P	-
Bed and breakfast	UP	P	P	P	-	-	-
Business support service	P	P	P	P	P	P	-
Cannabis testing	-	-	-	-	-	-	-
Car wash	-	UP	P	P	P	-	17.16.090 (Car and vehicle washes)
Catering service	-	P	P	-	P	-	-
Child day care center	P	P	P	UP	UP	-	-
Gym	P	P	P	-	P	-	-
Hospital	-	UP	UP	-	-	-	-
Hotel or motel	-	UP	P	UP	UP	-	-
Instructional or production studio	P	P	P	-	P	P	-
Kennel	-	-	UP	-	UP	-	17.16.120 (Animal keeping)
Mortuary	-	UP	UP	UP	P	UP	-
Office—professional	P	P	P	-	P	P	-
Office—all other	P	P	P	-	P	P	-
Outpatient services	UP	P	P	-	-	-	-
Personal services—low-impact	P	P	P	P	P	-	-
Personal services—moderate-impact	UP	UP	UP	UP	UP	-	-
Recreational vehicle (RV) park	-	-	UP	P	UP	-	-

Land Use	Zoning Districts						Use-Specific Regulations
	CN	C-1	C-2	CH	CLM	OF	
Substance abuse counseling	-	-	P	-	P	-	-
Temporary real estate office	AP	AP	AP	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Temporary uses not listed here	S	S	S	S	S	S	17.16.060 (Temporary uses and buildings)
Veterinarian	UP	UP	P	-	P	-	17.16.120 (Animal keeping)
Manufacturing, Wholesale, Repair and Storage							
Food or beverage production	-	UP	UP	-	UP	-	-
Landscape material sales	-	UP	UP	-	P	-	-
Manufacturing—20,000 square feet or less of gross floor area	-	UP	P	-	P	P	-
Manufacturing—more than 20,000 square feet of gross floor area	-	-	UP	-	UP	UP	-
Metalwork—20,000 square feet or less of gross floor area	-	UP	UP	P	P	UP	-
Metalwork—more than 20,000 square feet of gross floor area	-	-	UP	UP	UP	UP	-
Mini-storage facility	S	S	S	-	S	-	17.16.060 17.44.060 (MS-O-Mini-storage overlay)
Outdoor storage—250 square feet or less	P	P	P	P	P	P	17.16.140 (Outdoor storage)
Outdoor storage—more than 250 square feet	UP	UP	P	UP	P	UP	17.16.140 (Outdoor storage)
Recycling facility or center	-	UP	P	-	P	-	-
Repair service, large equipment—20,000 square feet or less of gross floor area	UP	UP	P	P	P	-	-
Repair service, large equipment—more than 20,000 square feet of gross floor area	-	-	UP	UP	UP	-	-
Repair service, small appliances	P	P	P	-	P	-	-
Research laboratories	-	-	UP	-	UP	UP	-
Scrap or dismantling yard	-	-	-	-	UP	-	-
Vehicle service or repair	-	UP	P	P	P	-	-
Warehousing	-	-	-	-	P	-	-
Transportation and Infrastructure							

Land Use	Zoning Districts						Use-Specific Regulations
	CN	C-1	C-2	CH	CLM	OF	
Parking garage or lot as primary use	UP	UP	P	-	UP	UP	-
Public safety facility	UP	UP	UP	UP	UP	UP	-
Solar energy system, Tier 1	P	P	P	P	P	P	17.16.180 (Solar energy systems)
Solar energy system, Tier 2	AP	AP	AP	AP	AP	AP	17.16.180 (Solar energy systems)
Solar energy system, Tier 3	UP	UP	UP	UP	UP	UP	17.16.180 (Solar energy systems)
Utility building or substation	P	P	P	P	P	P	-
Vehicle depot	-						

(Ord. 1749 § 4; Ord. 1763 §§ 18, 23, 24, 26; Ord. 1769 § 9; Ord. 1775 § 7; Ord. 1778 § 4; Ord. 1784 § 7; Ord. 1794 § 2; Ord. 1819 § 7, 2017; Ord. 1830 § 6, 2018; Ord. 1834 § 4, 2019; Ord. 1850 § 3, 2021)

17.34.020 Allowed uses in mixed-use districts.

Table 17.34.020-1 shows the uses allowed in the mixed-use districts. These uses include:

- A. **Permitted Use (P).** Uses shown with a “P” are permitted by-right with zoning clearance approval. See Section [17.48.030](#) (Zoning clearances).
- B. **Administrative Permit Required (AP).** Uses shown with an “AP” require an administrative permit. See Section [17.48.020](#) (Administrative permits).
- C. **Use Permit Required (UP).** Uses shown with a “UP” require a use permit. See Section [17.48.010](#) (Use permits).
- D. **Use-Specific Regulations (S).** Uses shown with an “S” must comply with specific regulations for that use. The table identifies the section number for the use-specific regulations.
- E. **Use Not Allowed (-).** Uses shown with a “-” or that are not listed, are not allowed.

Table 17.34.020-1:

Allowed Uses in Mixed-Use Districts

Key	
P	Permitted use, subject to zoning clearance
AP	Administrative permit required
UP	Use permit required
S	See use-specific regulations for permit requirement
-	Use not allowed

Land Use	Zoning Districts			Use-Specific Regulations
	MXD	MXN	MXC	
Local Food Uses				
Neighborhood food and beverage sales	AP	AP	AP	17.16.220 (Neighborhood food and beverage sales)

Land Use	Zoning Districts			Use-Specific Regulations
	MXD	MXN	MXC	
Urban agriculture	S	S	S	17.16.230 (Urban agriculture)
Public Assembly				
Carnival, circus or fair	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Commercial recreational facility—indoor, 10,000 square feet or less of gross floor area	UP	UP	P	
Commercial recreational facility—indoor, more than 10,000 square feet of gross floor area	UP	UP	UP	
Commercial recreational facility—outdoor	-	-	UP	
Concert or performance	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Library or museum	UP	UP	UP	
Meeting facility—10,000 square feet or less of gross floor area	P	P	P	
Meeting facility—more than 10,000 square feet of gross floor area	UP	UP	P	
Park or playground	UP	UP	UP	
School, public	UP	UP	UP	
School, private	UP	UP	UP	
Training facility	UP	UP	UP	
Residential [1]				
Caretaker residence	UP	UP	-	
Family day care, large	S	S	S	17.16.050 (Family day care homes)
Family day care, small	P	P	P	17.16.050 (Family day care homes)
Home occupation, low-impact	S	S	S	17.16.040 (Home occupation)
Home occupation, moderate-impact	S	S	S	17.16.040 (Home occupation)
Mixed-use development	P	P	P	17.16.030 (Mixed-use development)
Multiple-family dwellings [1]	-	P	P	
Residential care facility—6 units or fewer	P	P	P	
Residential care facility—7 units or more	UP	UP	-	

Land Use	Zoning Districts			Use-Specific Regulations
	MXD	MXN	MXC	
Retail				
Alcoholic beverage sales	UP	UP	UP	
Al fresco dining areas	S	S	S	17.12.120 (Al Fresco Dining and Seating)
Al fresco seating areas	S	S	S	17.12.120 (Al Fresco Dining and Seating)
Building supply	-	-	-	
Equipment and machinery sales or rental	-	-	-	
Drive-through establishment—pharmacy	-	-	UP	17.16.080 (Drive-through establishments)
Drive-through establishment all other uses	-	-	UP	17.16.080 (Drive-through establishments)
Farmers market	AP	AP	AP	
Food and beverage sales—10,000 square feet or less of gross floor area	P	P	P	
Food and beverage sales—10,001 to 40,000 square feet of gross floor area	UP	P	P	
Food and beverage sales—more than 40,000 square feet of gross floor area	UP	UP	P	
Funeral merchandise sales	UP	UP	UP	
Gas station	-	-	UP	17.16.070 (Gas stations)
General retail—10,000 square feet or less of gross floor area	P	P	P	
General retail—10,001 to 40,000 feet of gross floor area	UP	P	P	
General retail—more than 40,000 square feet of gross floor area	-	UP	UP	
Mobile food vendor	AP	AP	AP	17.16.150 (Mobile food vending)
Pet store	UP	UP	UP	17.16.120 (Animal keeping)
Plant nursery or garden supply store	UP	UP	P	
Restaurant or café	P	P	P	
Seasonal holiday agricultural sales	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Shopping center, 1,000 square feet or less of gross floor area	P	P	P	
Shopping center, 1,000 square feet or greater of gross floor area	P	UP	P	

Land Use	Zoning Districts			Use-Specific Regulations
	MXD	MXN	MXC	
Smoke shop	UP	UP	UP	17.36.010 (Allowed uses in industrial districts)
Vehicle sales—automobile, new	-	-	P	
Vehicle sales—all other	-	-	UP	
Services				
Animal grooming	UP	UP	UP	17.16.120 (Animal keeping)
Animal keeping, noncommercial	P	P	P	17.16.120 (Animal keeping)
Bank or financial service	P	P	P	
Bed and breakfast	P	P	P	
Business support service	P	P	P	
Car wash	-	UP	UP	17.16.090 (Car and vehicle washes)
Catering service	P	P	P	
Child day care center	P	P	P	
Gym	P	P	P	
Hospital	-	-	-	
Hotel or motel	UP	-	UP	
Instructional or production studio	P	-	P	
Kennel	-	-	UP	17.16.120 (Animal keeping)
Mortuary	UP	-	UP	
Office—professional	P	P	P	
Office—all other	P	P	P	
Outpatient Services	UP	UP	UP	
Personal services—low-impact	P	P	P	
Personal services—moderate-impact	UP	UP	UP	
Temporary real estate office	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Temporary uses not listed here	S	S	S	17.16.060 (Temporary uses and buildings)
Veterinarian	UP	UP	P	17.16.120 (Animal keeping)
Manufacturing, Wholesale, Repair, and Storage				
Food or beverage production	UP	-	UP	
Landscape material sales	-	-	UP	
Manufacturing—20,000 square feet or less of gross floor area	UP	-	UP	

Land Use	Zoning Districts			Use-Specific Regulations
	MXD	MXN	MXC	
Metalwork—10,000 square feet or less of gross floor area	UP	-	UP	
Mini-storage facility	-	-	-	17.44.060 (MS-O: mini-storage overlay)
Outdoor storage—250 square feet or less	-	-	P	17.16.140 (Outdoor storage)
Outdoor storage—more than 250 square feet	UP	UP	UP	17.16.140 (Outdoor storage)
Repair service, large equipment—20,000 square feet or less of gross floor area	-	-	UP	
Repair service, small appliances	P	P	P	
Transportation and Infrastructure				
Parking garage or lot as primary use	UP	UP	UP	
Public safety facility	UP	UP	UP	
Solar energy system, Tier 1	P	P	P	17.16.180 (Solar energy systems)
Solar energy system, Tier 2	AP	AP	AP	17.16.180 (Solar energy systems)
Solar energy system, Tier 3	UP	UP	UP	17.16.180 (Solar energy systems)
Utility building or substation	P	P	P	

[1] Residential uses in the downtown mixed-use district are permitted only on upper stories above ground floor commercial uses.

(Ord. 1819 § 8, 2017; Ord. 1830 § 7, 2018)

12.04.030 Placing produce, merchandise, etc., on streets and sidewalks.

Except as provided in this chapter, **Section 17.12.120**, and Section 17.16.130, it is unlawful for any person to leave or cause to be left, place or cause to be placed, on any sidewalk, alley, gutter or street within the city, any produce, wares, merchandise, store boxes, other substances or material, objects or implements whatsoever of any class, kind or character, except for short periods during the loading or discarding of such articles; provided, however, that bicycles may be placed in the gutter or street. (Code 1954 § 19.6; Ord. 1533 § 1; Ord. 1750 § 10)



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: JOSHUA FREITAS. ASSISTANT ENGINEER

RE: ACCEPTANCE OF THE REAP 2.0 GRANT

DATE: JANUARY 16, 2024

SUMMARY

The Council may consider accepting the REAP 2.0 grant to use for Construction Management Services on the SR-162 ATP Pedestrian Mobility and Safety Improvement Project.

DISCUSSION

In 2021 staff applied for a suballocation of the Regional Early Action Planning (REAP) 2.0 Grant the Butte County Association of Governments (BCAG) applied for through the California Department of Housing and Community Development (HCD). On August 15, 2023, HCD approved the application and allocated \$397,227.00 to the City of Oroville. The City is to use these funds to offset some of the construction management, material testing, inspections and public outreach costs associated with the SR-162 ATP Pedestrian Mobility and Safety Improvement Project set to start construction in the 2024 construction season.

FISCAL IMPACT

RECOMMENDATION

Staff recommends directing the City Administrator to sign the agreement with BCAG.

ATTACHMENTS

REAP 2.0 Letter Agreement



November 14, 2023

City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Re: Letter Agreement – Agreement between the Butte County Association of Governments (BCAG) and City of Oroville for suballocation of Regional Early Action Planning 2.0 (REAP 2.0) grant funds.

When signed by both parties, this letter constitutes a LETTER AGREEMENT between the Butte County Association of Governments (BCAG) and the City of Oroville, regarding the suballocation of REAP 2.0 funding from the California Department of Housing and Community Development (HCD).

1. Authority
By motion adopted at its December 8, 2022 meeting, the BCAG Board of Directors authorized funding for the REAP 2.0 program per Resolution #2022/2023-06.
2. Conditions
The City of Oroville shall use the suballocated REAP 2.0 funds for consultant firm to provide construction management, inspections, public outreach, and material testing required for the SR 162 Pedestrian Mobility and Safety Improvement Project. Reimbursable tasks for this project shall be per the REAP 2.0 grant application approved by HCD on August 15, 2023, and as identified in *Attachment #1*.
3. Payment
BCAG will suballocate the REAP 2.0 funding to the City of Oroville for completion of the Project per the REAP 2.0 grant application approved by HCD on August 15, 2023. The City of Oroville will submit regular (monthly or quarterly) invoices to BCAG using the invoice template provided separately (MS Excel file).

With each invoice submitted, please include cover letter describing work completed during invoice period, along with corresponding back up information, consultant invoices, receipts, etc. All work completed must be consistent with *Attachment #1* to be eligible for reimbursement. BCAG is not responsible for reimbursing expenses for which an invoice is not available.

BCAG shall process invoices for payment to the City of Oroville within two weeks of receipt of invoice. Total reimbursable costs shall not exceed \$397,227 which is the amount identified in the REAP 2.0 grant application approved by HCD on August 15, 2023, as identified in *Attachment #1*.

Please submit invoices via email to Chris Devine at BCAG at cdevine@bcag.org.

Please sign and date where indicated below, and return this Letter Agreement to BCAG. Once the Letter Agreement has been executed on behalf of BCAG, we will return a fully executed copy to you. If you have any questions, please contact me at 530-809-4616

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Devine", written in a cursive style.

Chris Devine
Planning Manager

LETTER AGREEMENT PROVISIONS

The undersigned hereby agree to the provisions of this Letter Agreement as set forth hereinabove.

Butte County Association of Governments

Date

By: Jon Clark
Executive Director

City of Oroville

Date

By: Brian Ring
City Administrator

Attachment #1 – Reimbursable Expenses

Tasks and subtasks listed below are eligible for reimbursement per the REAP 2.0 grant contract agreement.

Activity Type	Activity No.	Activity Title	Deliverables	Notes	Schedule of Actions
Proposed Use	4	SR 162 Pedestrian Mobility and Safety Improvement Project	SR 162 Pedestrian Mobility and Safety Improvement Project		Construction Management, Inspections, Public Outreach, and Material Testing required for the construction of Project

Activity Type	Activity No.	Retained or Suballocated	Estimated Start Date	Estimated End Date	REAP Amount
Proposed Use	4	Suballocated	4/1/2023	3/1/2024	\$397,227



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: FRED MAYO – DIRECTOR OF PUBLIC WORKS

**RE: AUTHORIZATION TO RELEASE A REQUEST FOR PROPOSAL (RFP)
TO PROVIDE GOAT GRAZING VEGETATION MANAGEMENT
SERVICES IN OROVILLE**

DATE: JANUARY 16, 2024

SUMMARY

The Council may provide direction to the Director of Public Works to release a Request for Proposal (RFP) to Provide Goat Grazing Vegetation Management Services in Oroville.

DISCUSSION

Goat grazing for vegetation management offers several benefits, making it a sustainable and eco-friendly method for controlling vegetation in various landscapes. Here are some of the key advantages:

Environmentally Friendly:

- Goats are natural browsers and preferentially consume invasive plants, weeds, and woody vegetation without causing soil disturbance.
- Grazing eliminates the need for chemical herbicides, reducing the environmental impact and potential harm to non-target species.

Cost-Effective:

- Goat grazing can be a cost-effective alternative to traditional vegetation management methods. Goats are relatively low-maintenance animals and can access areas that may be difficult for machinery to reach.
- It can be particularly economical for large, open spaces where using machinery would be more expensive

Reduced Fire Risk:

- By removing dry vegetation and reducing fuel loads, goat grazing helps mitigate the risk of wildfires. This is especially valuable in our area that is prone to seasonal wildfires.

Reduced Noise and Disturbance:

- Unlike mechanical equipment, goat grazing is relatively quiet and minimizes disturbances to wildlife, making it a more environmentally friendly option in sensitive ecosystems.

The City of Oroville has previously issued an RFP for Goat Grazing Vegetation Management Services and the term of that contract is nearing its end date. Staff is requesting that the Oroville City Council issue authorization to the Director of Public Works to issue an RFP to Provide Goat Grazing Vegetation Management Services in Oroville.

FISCAL IMPACT

None

RECOMMENDATION

Authorize staff to release a Request for Proposal Goat Grazing Vegetation Management Services for the City of Oroville.

ATTACHMENTS

Request for Proposal for Goat Grazing Vegetation Management Services

CITY OF OROVILLE
REQUEST FOR PROPOSALS

**Goat Grazing Vegetation Management
Services**

February 2024

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REQUEST FOR PROPOSAL

The City of Oroville (“Oroville” or “City”) is accepting Proposals to provide Goat Grazing Vegetation Management Services in Oroville, California.

This Contract shall include the furnishing of all labor, materials and services as set forth in the Scope of work section of this Request for Proposal (RFP). The contract term will be for three (3) years.

Obtaining Contract Documents: Proposal Documents may be obtained from: <https://www.cityoforoville.org/business/invitation-to-bid/request-for-proposals> (public purchase)

Proposals are due to the City of Oroville on or before 2:00 p.m., local time, on February 9th, 2024, at City Hall, 1735 Montgomery St, Oroville, California, 95965. Proposals received after said time or at any other place other than the time and place stated herein will not be considered. *Postmarks will not be accepted.*

Proposals will be evaluated and awarded in accordance with the City of Oroville Purchasing Policy, copies of which are available upon request. The selected proposal will be recommended for contract award to the Oroville City Council at a meeting within sixty (60) days after the final date of proposal acceptance. The City of Oroville reserves the right to reject any and all proposals, or to waive any irregularities or informalities in any proposal.

The selected Contractor shall be required to adhere to California Labor Code section 1770, et seq., and shall pay its building trade contractors based on the prevailing wage rates, which are established and issued by the Department of Industrial Relations (“DIR”). It is the Contractor's and any subcontractor's duty to employ registered apprentices for the work contemplated under this Contract to the extent required by Labor Code section 1777.5.

Pursuant to Labor Code section 1725.5. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR, the City reserves the right to not enter into the contract if the Contractor and/or the subcontractor(s) are not properly registered.

The successful Contractor must ensure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, marital status, and shall comply with the Americans with Disabilities Act.

Submittals shall be in accordance with the requirements set forth in the RFP documents. Submission of a proposal shall constitute a firm offer to the City of Oroville. Any **questions** concerning this RFP should be addressed to Frederick Mayo at (530) 538-2405, email: fmayo@cityoforoville.org or sent to City of Oroville Public Works Department, Attention: F r e d e r i c k M a y o at 1735 Montgomery St, Oroville, CA 95965.

PROPOSAL INFORMATION FOR CONTRACTORS

TENTATIVE SCHEDULE OF ACTIVITIES

The tentative schedule of key milestones related to the City of Oroville Goat Grazing Vegetation Management Services is as follows:

Issuance of Request for Proposal	January 22, 2024
Written Questions Submission Deadline	January 29, 2024
City Response to Written Questions	February 2, 2024
Receipt of Proposals to City (by 2 p.m.)	February 9, 2024
Staff Recommendation to City Council	February 20,2024
Contract Award	February 27,2024

1. SCOPE AND LOCATION OF WORK

Refer to attached schedule for grazing locations. Agreed upon properties may be grazed twice during the year. Herdsman to be present at site 24 hours a day, 7 days a week. Camp trailer and various other equipment are permitted. In addition, the herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind an electric netting that will be signed alerting the public that the fencing is electric. Contractor responsible for trimming areas manually or mechanically along fence line and edges of adjacent hardscape.

The contractor is responsible for complying with CFDW routine maintenance requirements. Contractor is responsible for fencing off environmentally sensitive plants, birds or animal or habitat.

The sites vary in size and terrain (see attached site maps). Obtaining water to fill tanks and such will be made available by the City of Oroville.

The health and safety of the animals and herdsman are at the discretion of the owner and herdsman on job site locations. Any and all veterinarian services will be at the discretion of the livestock owner. Should a veterinarian be needed, the grazer will call their veterinarian and will remove the animal from the owner’s property for prompt treatment.

The City of Oroville will be named as additional insured on a general liability insurance policy. A Waiver of Subrogation will be required.

2. EXAMINATION OF CONTRACT DOCUMENTS

Each Contractor shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, and addenda (if any). Submission of a Proposal shall constitute acknowledgment, upon which Oroville may rely, that the Contractor has thoroughly examined and is familiar with the Contract Documents. Failure or neglect of a Contractor to receive or examine any of the Contract Documents shall in no way relieve them of any obligation with respect to their Proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

3. INTERPRETATION OF CONTRACT DOCUMENTS

No oral representation or interpretations will be made to any Contractor as to the meaning of the Contract Documents. Requests for interpretation shall be made in writing and delivered to the Public Works Department by January 29, 2024. Interpretations, where necessary, will be made by the City in the form of an addendum to the Contract Documents and, when issued, will be sent to all contractors by January 29, 2024. All such addenda shall become part of the Contract. Requests for *information shall be directed to:*

Frederick Mayo Public Works Director
 City of Oroville, Public Works Department
 1735 Montgomery St
 Oroville, CA 95965
 Phone: (530) 538-2405
 Email: fmayo@cityoforoville.org

It shall also be the Contractor's responsibility to call to the attention of the City any missing pages in the Contract Documents, including the addenda. These items shall be brought to the attention of Frederick Mayo at 1735 Montgomery St, Oroville, CA 95965, phone (530) 538-2405 or email to fmayo@cityoforoville.org in writing by January 29, 2024.

4. PROPOSALS

Contractors must prepare and submit all required documents. Unauthorized conditions, omissions, limitations or Provisos attached to a Proposal may render the Proposal non-responsive and may cause its rejection.

Each Proposal shall be labeled and delivered to Frederick Mayo Director, City of Oroville Public Works Department, 1735 Montgomery St, Oroville, California, 95965 by February 9th, 2024 at 2:00 p.m. **Submit the criteria-based information in a sealed envelope. The cost proposal must be placed in a separate sealed envelope.** Contractors are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected. No oral, telegraphic, or telephone (including facsimile) Proposals or modifications will be considered. Proposal forms received after the deadline date will not be accepted. Postmarks will not be accepted. No Contractor may withdraw its Proposal for a period of sixty (60) days after the date set for the opening of Proposals.

The City of Oroville reserves the right to reject any or all Proposals; to make any awards or any rejections in what it alone considers to be in the best interest of Oroville and waive any informalities or irregularities in the Proposals.

Proposal Requirements: Proposals must include, at a minimum, the following information:

- A. Proposals shall include a cover letter and all information that is identified in the evaluation criteria on page 8.
- B. Schedule of Fees: Proposal price as specified in the Schedule of Fees, shall include everything necessary for the completion of and fulfillment of the Maintenance Services, including but not limited to, furnishing all transportation, materials, equipment, and all management, superintendence, labor and services, except as may be provided otherwise in the Contract Documents. The basis of payment shall be made within 30-days of receiving invoice. The City reserves the right to negotiate cost proposals for work.
- B. Additional Work: City has the authority to direct additional work as needed. Additional work outside the Scope of Services will require written approval from City prior to the commencement of work. Costs for additional work completed by the Contractor prior to receiving written approval from the City shall be the responsibility of the Contractor.
- C. Taxes: Proposal prices shall include all applicable federal, state, and local taxes.

5. AWARD OF CONTRACT

The award of contract, if any, will be made within approximately sixty (60) days after the Proposal opening to the Contractor as outlined in the Selection Process. Each Proposal, as submitted, shall

remain in effect for sixty (60) calendar days after the date the Proposals are opened. No Contractor may withdraw its Proposal during this time period. Proposals will be evaluated and awarded in accordance with the City of Oroville Purchasing Policy, copies of which are available upon request. The City of Oroville reserves the right to reject any and all Proposals or to waive any irregularities or informalities in any Proposal or in the RFP procedures.

Proposals will be evaluated based upon criteria used to evaluate qualifications as well as bid price.

Contractor shall be bound to the prices on the Schedule of Fees for the duration of the contract term except as indicated within the contract to include options if awarded by City. Contract term will be for three years.

6. COMPLIANCE WITH APPLICABLE LAWS

Prior to award of a contract resulting from this solicitation, the Contractor shall furnish, upon City of Oroville's request, verification of payment to its employees California's prevailing wages as required by law. In addition, upon Oroville's request, Contractor shall affirm in writing that its employees have met all requirements for working in the United States as set forth in Section 1324a(b) of Title 8 of the United States Code, including supplying all necessary documentation for completion of the I-9 Employment Verification form.

Pursuant to Labor Code section 1725.5. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR the City reserves the right to not enter into the lease agreements if the Contractor and/or the subcontractor(s) are not properly registered.

7. CITY OF OROVILLE BUSINESS LICENSE

Contractor shall apply for a City of Oroville Business License and submit it upon notice of award.

8. CITY RIGHTS

The City may investigate the qualifications of any individual or firm under consideration, require confirmation of information furnished and require additional evidence of qualifications to perform the services described in this RFP. The City also reserves certain rights, including, but not limited to, the following:

- Reject any or all of the proposals.
- Issue subsequent RFPs.
- Cancel the entire RFP.
- Remedy technical errors in the RFP process.
- Appoint evaluation committees to review qualifications or proposals.
- Seek the assistance of outside technical experts in qualification or proposal evaluation.
- Approve or disapprove the use of particular subcontractors.
- Establish a short list of firms eligible for discussions after review of the RFP.
- Negotiate with any, all, or none of the firms.
- Solicit best and final offers from all or some of the firms.
- Award a contract to one or more firms.
- Waive informalities and irregularities in the RFP.
- Award without discussion.
- Determine not to enter into the lease agreements, if an agreement on the Guaranteed Maximum Price is not reached or the City is unable to secure Project financing to the District's satisfaction.
- Add additional related work to the Project.
- Delete items from the Project.
- Determine that DVBE requirements do/do not apply.

9. CONTRACT AND INSPECTION PROBLEM RESOLUTION PROCESS

The City of Oroville will regularly inspect the Contractor(s)' work. For any site that fails to meet City standards as a result of some action that is Contractor's responsibility, the Contractor is to notify the City immediately and develop a plan to bring the site back to compliance. Should the City notice the Contractor of a site(s) that does not meet City standards, and the City has not been notified by the Contractor, the Contractor will be put on notice in writing to bring the site back into compliance. The following penalty will result:

1. The payment for the specific site(s) will be withheld by the City until the site has met standards.

The parties will observe the following problem resolution process:

- Written notice of problem
- Field conference with inspector/Contractor's field representative to identify problem and agree on solution as presented by Contractor
- Conference between City's representative and Contractor's principal
- Imposition of penalties and/or correcting defect at Contractor's cost
- Termination of Contract

10. INSPECTION OF SITE OF WORK

Contractors are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and the actual conditions of and at the site. Contractors may apply to the City for additional information and explanation before submitting proposals. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents or affect the Contractor's sole responsibility to satisfy himself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the work.

Submission of a proposal by a Contractor shall constitute acknowledgment that the Contractor has relied, and is relying, on its own examination of (a) the site of the work; (b) access to the site; (c) all other data, matters, and things requisite to the fulfillment of the work and, on their own knowledge of existing facilities on and in the vicinity of the site of the work and not on any representation or warranty of the lack of knowledge of the above items.

11. PROPOSALS ARE PUBLIC RECORDS

Each Contractor is hereby informed that upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

- A. The City shall consider each proposal subject to the public disclosure requirements of the California Records Act (California Government Code sections 6250, etc. seq.), unless there is a legal exception to public disclosure.
- B. If a Contractor believes that any portion of its proposal is subject to a legal exception to public disclosure, the Contractor shall: (1) clearly mark the relevant portions of its proposal as "Confidential" and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act and (3) the Contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

12. COMPLETING AND SIGNING FORMS

The Contractor's attention is directed to the forms included in the Contract Documents, which must be completed and signed. **FAILURE TO PROPERLY COMPLETE AND SIGN ANY FORMS MAY BE CAUSE FOR REJECTION OF A PROPOSAL.**

13. SUBMITTAL REQUIREMENTS

The Contractor shall submit one (1) copy of the Schedule of Fees to the City of Oroville, Goat Grazing Vegetation Management Services in a separately sealed envelope and one (1) copy of the items that meet the Evaluation Criteria listed in the table below in a separate envelope and send to:

City of Oroville
Attention: Frederick Mayo Public Works Director
1735 Montgomery St
Oroville, CA 95965

City staff will accept proposals for City of Oroville Goat Grazing Vegetation Management Services until **2:00 p.m. on February 9th, 2024**. *Postmarks will not be accepted, and late Proposals will not be considered.*

Goat Grazing Vegetation Management Services

Proposal Evaluation

Responding Firm's Name:		
Evaluator:	Date:	
EVALUATION CRITERIA	MAXIMUM POINTS	SCORE
Firm's Background		
• Provide cover letter and supporting information to your company's ethical and professional standing. Provide references.	40	
Proof of Experience		
• Experience with public sector grazing.	35	
Professional, Technical and Financial Resources		
• Ability to work efficiently, effectively and responsibly in the required time.	25	
TOTAL	100	
Evaluator Signature:	Date	

GENERAL CONDITIONS

GENERAL CONDITIONS

1. RENDITION OF SERVICES

The Contractor hereby agrees to undertake, carry out and complete all work established herein in a professional and timely manner satisfactory to City of Oroville standards.

2. CONTRACTOR'S STATUS

Neither the Contractor nor any party contracting with the Contractor shall be deemed to be an agent or employee of Oroville. The Contractor is and shall be an independent Contractor, and the legal relationship of any person performing work for the Contractor shall be one solely between said parties.

3. RELEASE OF INFORMATION

The Contractor shall not release any reports, information, or promotional materials prepared in connection with the Agreement without obtaining the prior permission of Oroville by providing a copy to Oroville for review, comments and approval.

4. NOTICE TO PROCEED

As soon as practical after execution of the Contract, and after receipt of acceptable insurance certificates by City of Oroville, a written Notice to Proceed will be mailed to the Contractor. The effective date of the Notice to Proceed will be agreed upon by the Contractor and the City of Oroville.

5. ACCEPTANCE

- A. Acceptance by City of Oroville of any services furnished under the Contract shall occur only subsequent to the final review of authorized employees of Oroville.
- B. City of Oroville shall reject and refuse to pay for, any and all non-conforming services.
- C. Nothing in this section shall limit or restrict the warranty and remedy obligations of the Contractor specified in this Contract.

6. LEGAL RELATIONS AND RESPONSIBILITIES

A. The Contractor shall keep fully informed concerning all requirements of law, including, but not limited to all federal, state, and local laws and regulations which in any manner affect the performance of work under this Contract. The Contractor shall at all times observe, and shall cause all employees and sub-contractors to observe, all such requirements of law and shall protect, indemnify, defend, and hold harmless City of Oroville, its Directors, officers, agents and employees against all claims and liabilities arising from or based on the violation of any such requirement of law whether by the Contractor or their employees or sub-contractors. If any discrepancy or inconsistency is discovered in the Contract of the work in relation to any such requirements or laws, the Contractor shall immediately report the same to Oroville.

B. If any part of these Contract Documents is declared invalid by a court of law, such decision will not affect the validity of the remaining portion, which shall remain in full force and effect.

7. COMPLIANCE WITH LAWS AND REGULATIONS

All services furnished pursuant to this Agreement shall be in compliance with all federal and state laws and applicable local regulations and ordinances. Contractor shall, if requested by City of Oroville, provide certification and evidence of such compliance.

8. CONTRACT CHANGE ORDER / AMENDMENT

A. City of Oroville may at any time make alterations, deviations, additions to or deletions from the Contract Documents, and may increase or decrease the quantity of any item or portion of the work, or delete any item or portion of the work, and may require extra work, as determined by Oroville to be necessary or advisable. All such work shall be performed under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered.

B. Any such changes will be set forth in a written Contract Change Order issued by City of Oroville. The Contract Change Order/Amendment will specify: (1) the work to be done in connection with the change to be made; (2) the amount of the adjustment of the Contract price, if any, and the basis for compensation for the work ordered; and (3) the extent of the adjustment in the Contract time, if any. A Contract Change Order or Amendment shall not become effective until the City Manager has signed it.

C. No changes or deviations from the Contract Documents shall be made without an approved Contract change order, except in the case of emergency. In such case and upon receipt of a written directive signed by the City Manager, the Contractor shall proceed with the ordered work and City of Oroville will prepare a written contract change order for approval and issuance to the Contractor as soon thereafter as practicable.

D. In the event, the Contractor encounters any unanticipated conditions or contingencies that may affect the Scope of Services and would result in an adjustment in the amount of cost of the Contract, the Contractor shall so advise Oroville in writing immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation resulting thereof.

E. Disagreement by the Contractor with Oroville's determination of the need for, or amount of, an adjustment in Contract price or Contract time associated with an approved contract change order or amendment (or disagreement by the Contractor with Oroville's determination that a change has not occurred and no contract change order or amendment is needed) shall not, under any circumstances relieve the Contractor from its obligation to promptly begin and diligently prosecute the work, including the change, as described in the approved contract change order or amendment.

9. HAZARDOUS CHEMICALS AND WASTES

The Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of performance of this Contract. The Contractor shall immediately report any such release to Oroville. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against City of Oroville by any agency as a result of such release and shall hold harmless, indemnify and defend Oroville from any claims arising from such release. For purposes of this section only, the term "claims" shall include (i) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (ii) any claim, cause of action, or administrative or judicial proceeding brought against Oroville, its directors, or employees, or for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including Oroville.

If the performance of the work outlined by these Contract Documents creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own

Environmental Protection Agency Generator Number. The contractor shall provide the City with copies of the disposal forms. In no event shall the City of Oroville be identified as the generator. The Contractor shall notify Oroville of any such hazardous wastes and Oroville reserves the right to a copy of the results of any tests conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to its disposition. The Contractor shall hold harmless, indemnify and defend Oroville from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by Contractor.

10. SAFETY

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of this contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

11. RESPONSE TIME

Contract supervision shall be immediately available at all times Contractor employees are working on sites and must be available twenty-four (24) hours a day via fax or telephone and must respond to an emergency situation/major discrepancy in the Contract within two hours of initial contact.

12. QUALIFIED CONTRACTOR SUPERVISION

All of Contractor's supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction of all Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

13. CONTRACTOR'S EMPLOYEES

Only Contractor's employees are allowed on premises. At all times, personnel shall wear uniforms. The City shall have the right to have Contractor remove from assignment to City facilities such employees of Contractor as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Contractor's employees shall not use tobacco products, drugs, alcohol or other items of this nature anywhere on premises or within 1,000 feet of City property.

14. COMMENCEMENT OF WORK, PROGRESS, AND TIME FOR COMPLETION

The Contractor shall commence work upon execution of the Contract and shall diligently prosecute the same to completion within the time set forth in these Contract Documents. Failure to diligently prosecute the work for more than five (5) working days shall constitute a breach of contract.

Hours of Work. The Contractor shall perform all regular work during the working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except as otherwise agreed to in writing.

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 20__, by and between the CITY OF Oroville (“City”), and _____ (“Contractor”).

WITNESSETH:

WHEREAS, the City desires goat grazing vegetation management services for a contract term of three (3) years, and include the furnishing of all labor, materials and services as set forth in the Scope of work (**Exhibit “A”**) _____;

WHEREAS, the Contractor has presented a proposal for such services to the City, dated _____, 20__, (attached hereto as **Exhibit “A”**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Scope of Work, attached hereto and incorporated herein by this reference as **Exhibit “__”**. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Contractor are to commence upon execution of this Contract by the City and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit “__.”**

B. Consultant’s failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The City Administrator or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for [a period of _____] **OR** [a period equal to the original term of this Contract] in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid [monthly] [at the completion of services] for the actual fees, costs and expenses [for all time and materials required and expended, but in no event shall total compensation exceed _____ (\$ _____), without City’s prior written approval]. Consultant’s fees shall be as specified in the Schedule of Fees, which is attached hereto an incorporated herein as **Exhibit “__”**.

B. Said amount shall be paid upon submittal of a [final] [monthly] [other] billing [showing completion of the tasks that month]. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the [final] [monthly] [other] billings. If Consultant’s performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant’s failure to perform in conformity with the Schedule of Performance is a documented result of the City’s failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than [_____] calendar days’ written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

FOR WORK SUBJECT TO PREVAILING WAGES [C. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720 and is subject to the

payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of Exhibit "___".]

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit “___”** in a manner which is consistent with the generally accepted standards of Consultant’s profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards, and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City’s conflict of interest code in accordance with the category designated by the City, unless the City Administrator determines in writing that Consultant’s duties are more limited in scope than is

warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence

of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance
 - a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.
 - b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.
2. Commercial General Liability Insurance
 - a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per occurrence and **[\$2,000,000]** general and products/completed operations aggregates.
 - b. The commercial general liability insurance shall also include the following:
 - i. Endorsement equivalent to CG 2010 0714 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.
 - iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

- a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per accident.
- b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **[\$1,000,000]** per claim.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Consultant:

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Butte County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

[Signatures on following page]

Contract for Services
Insert Contractors Name here
Insert Date of contract

Item 4.

CITY OF OROVILLE

By: _____
David Pitman, Mayor
City of Oroville

ATTEST:

By: _____
Kayla Reaster, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Huber, City Attorney

EXHIBIT A

Consultant Proposal/Schedule of Fees

EXHIBIT B

Schedule of Performance

Contract Start Date: 04-14-2024	Contract End Date: 4-14-2027
---------------------------------	------------------------------

EXHIBIT __

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____
[Title]

EXHIBIT __

LABOR COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other workplace posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

(c) **For Agricultural occupations, reference Order #14 regarding overtime provisions.**

5. Compliance with State Requirements for Employment of Apprentices

(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Consultant or any Subcontractor employed by the Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

Consultant Questionnaire

Item 4.

Definition of a Consultant is found in Section 18702 of Regulations of the Fair Political Practices Commission, Title 2, division 6 of the California Code of Regulations.

Consultants, as defined by Section 18701, are required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

Company Name _____ (Agreement Date)

Name of Consultant* _____ (First Name) (Middle Initial) (Last Name)

Company address _____ Phone _____

City, State, Zip _____

Contracting City Dept. _____

Estimated Date of Project Completion _____

A. Will consultant make governmental decision whether to

- 1. Approve a rate, rule, or regulation? Yes No
2. Adopt or enforce a law? Yes No
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes No
4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval? Yes No
5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract? Yes No
6. Grant agency approval to a plan, design, report, study, or similar item? Yes No
7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes No

B. Will the consultant serve in a staff capacity with the City and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code? Yes No

Will consultant manage public investments? Yes No

Name of City Staff Person Completing Questionnaire

Date

*If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation

Schedule of Fees

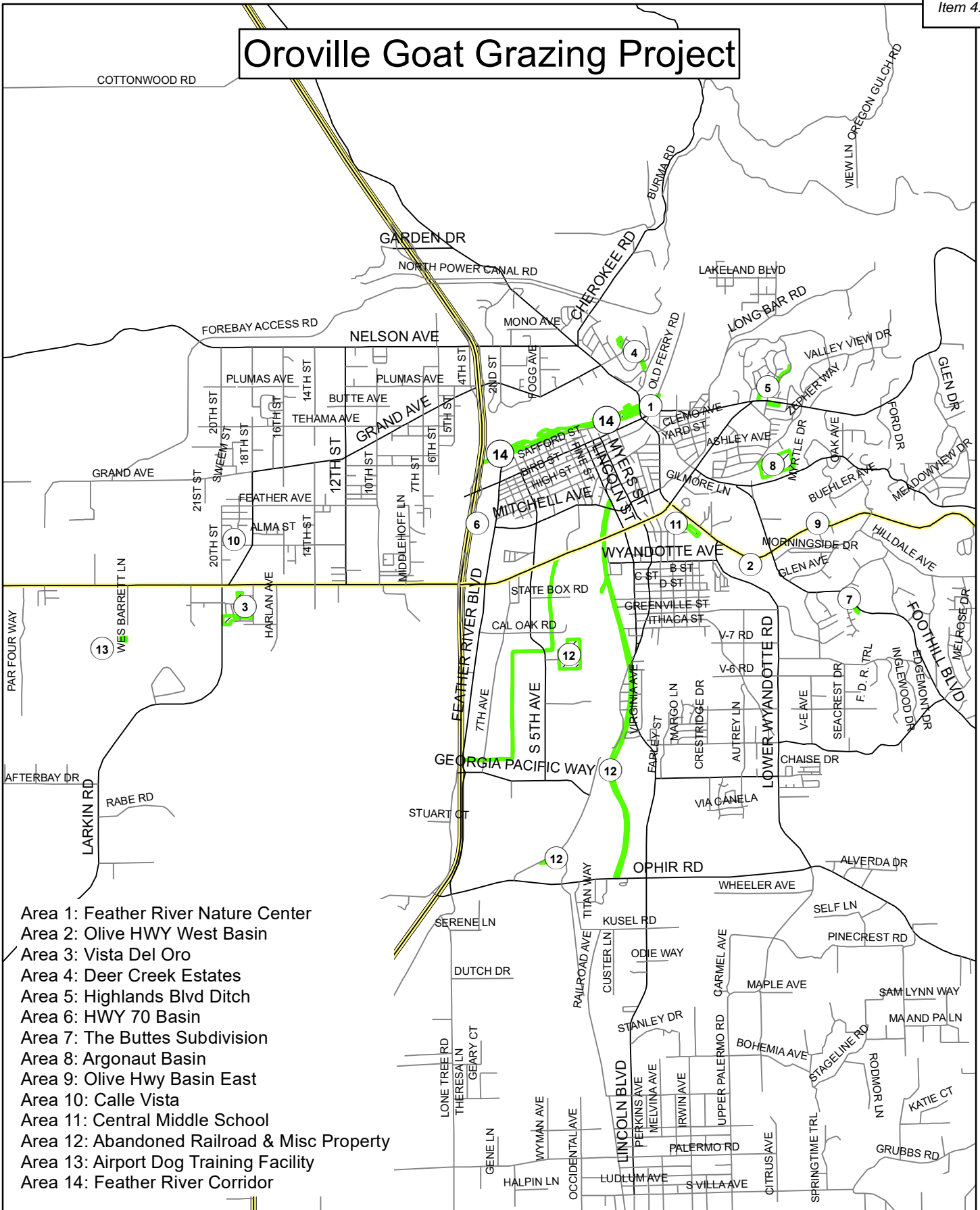
Goat Grazing Schedule

Item 4.


Grazing Maps

Item 4.

Oroville Goat Grazing Project




- Area 1: Feather River Nature Center
- Area 2: Olive HWY West Basin
- Area 3: Vista Del Oro
- Area 4: Deer Creek Estates
- Area 5: Highlands Blvd Ditch
- Area 6: HWY 70 Basin
- Area 7: The Buttes Subdivision
- Area 8: Argonaut Basin
- Area 9: Olive Hwy Basin East
- Area 10: Calle Vista
- Area 11: Central Middle School
- Area 12: Abandoned Railroad & Misc Property
- Area 13: Airport Dog Training Facility
- Area 14: Feather River Corridor

 Potential Grazing Area





 Potential Grazing Area

Oroville Goat Grazing Project

Area: 1 - Feather River Nature Center Property






Acres: 3.1



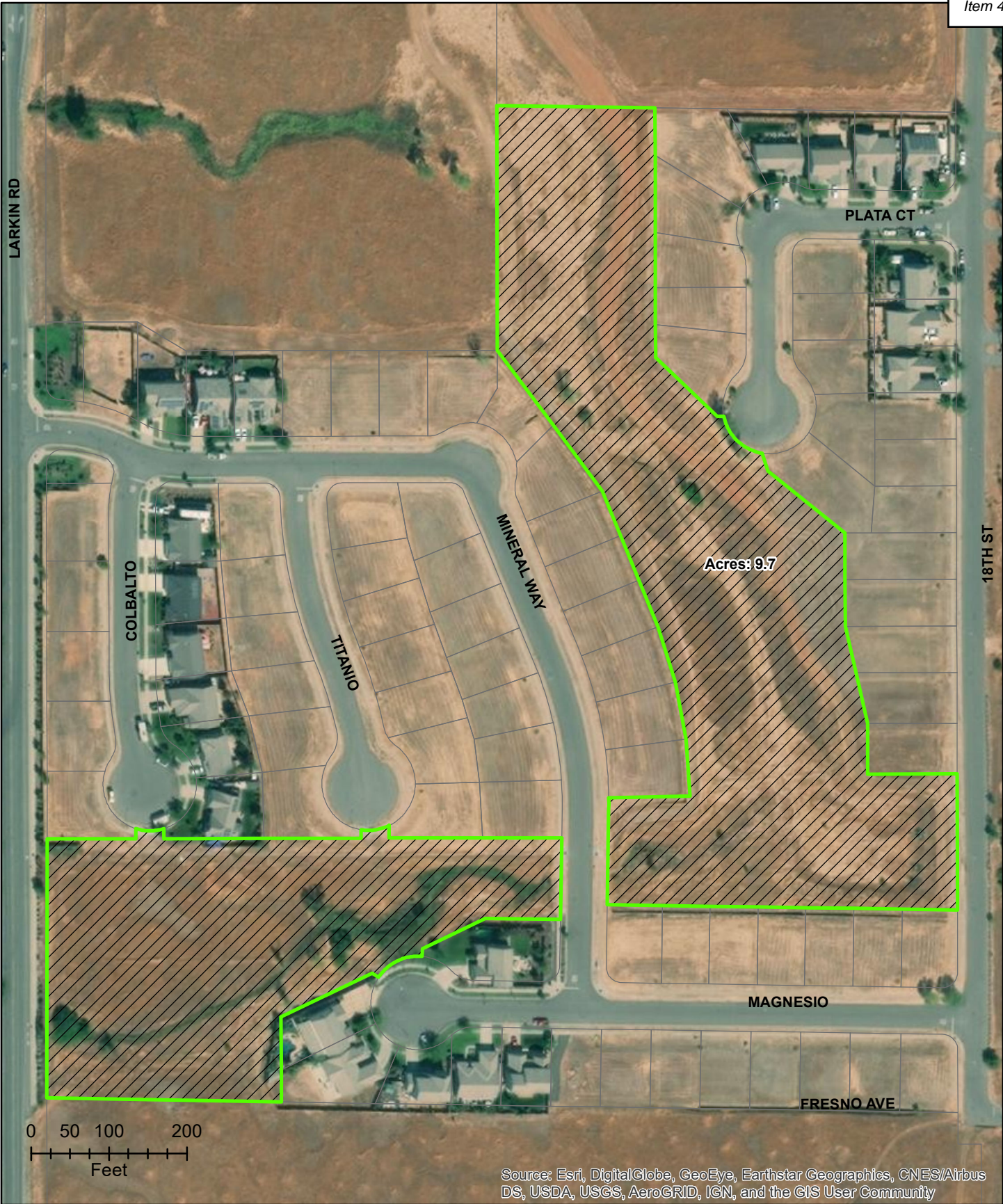
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

 Potential Grazing Area

Oroville Goat Grazing Project


Area: 2 - Olive Hwy Basin West



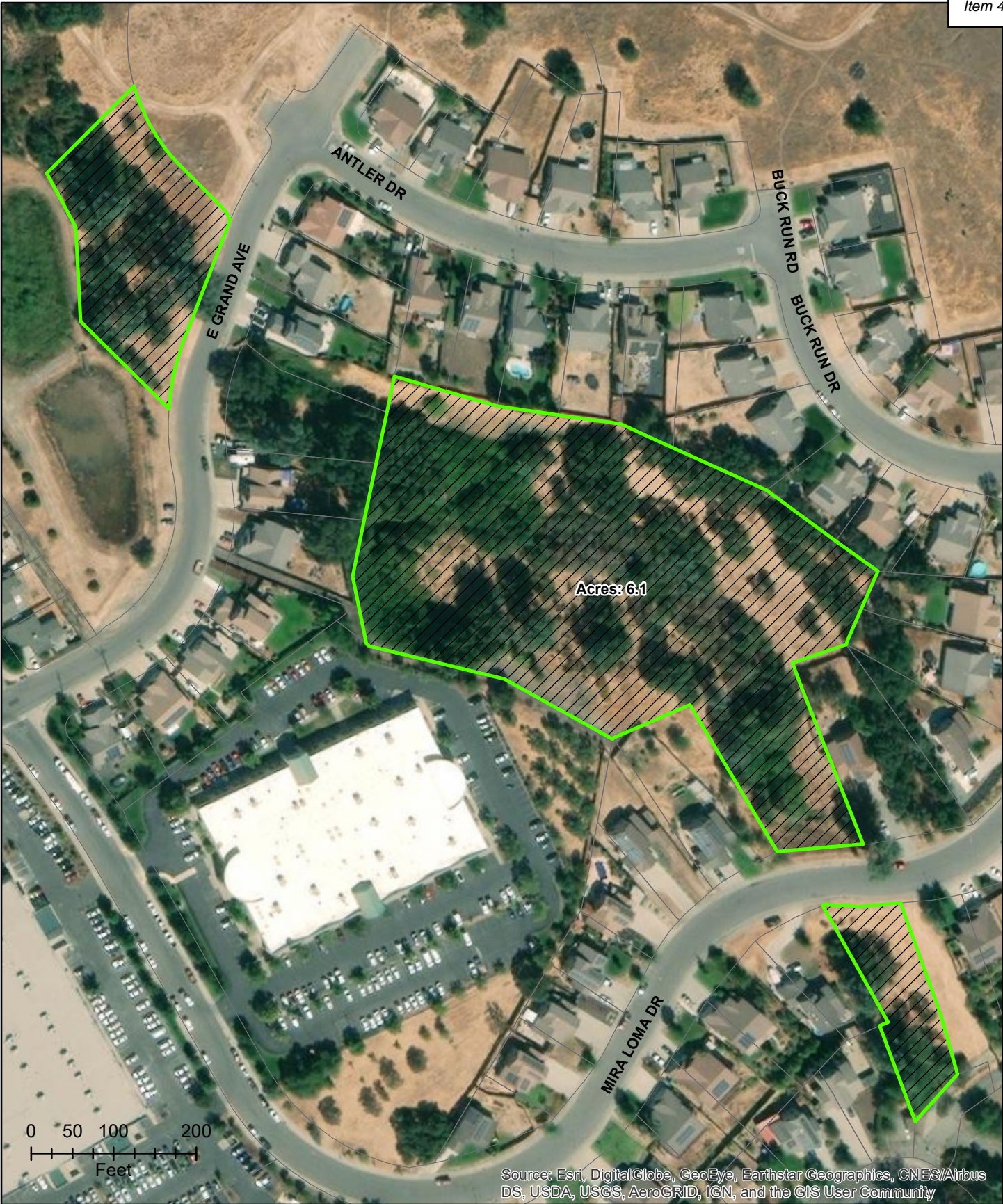


Oroville Goat Grazing Project


Area: 3 - Vista Del Oro

 Potential Grazing Area





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

 Potential Grazing Area

Oroville Goat Grazing Project

Area: 4 - Deer Creek Estates






Acres: 2.8



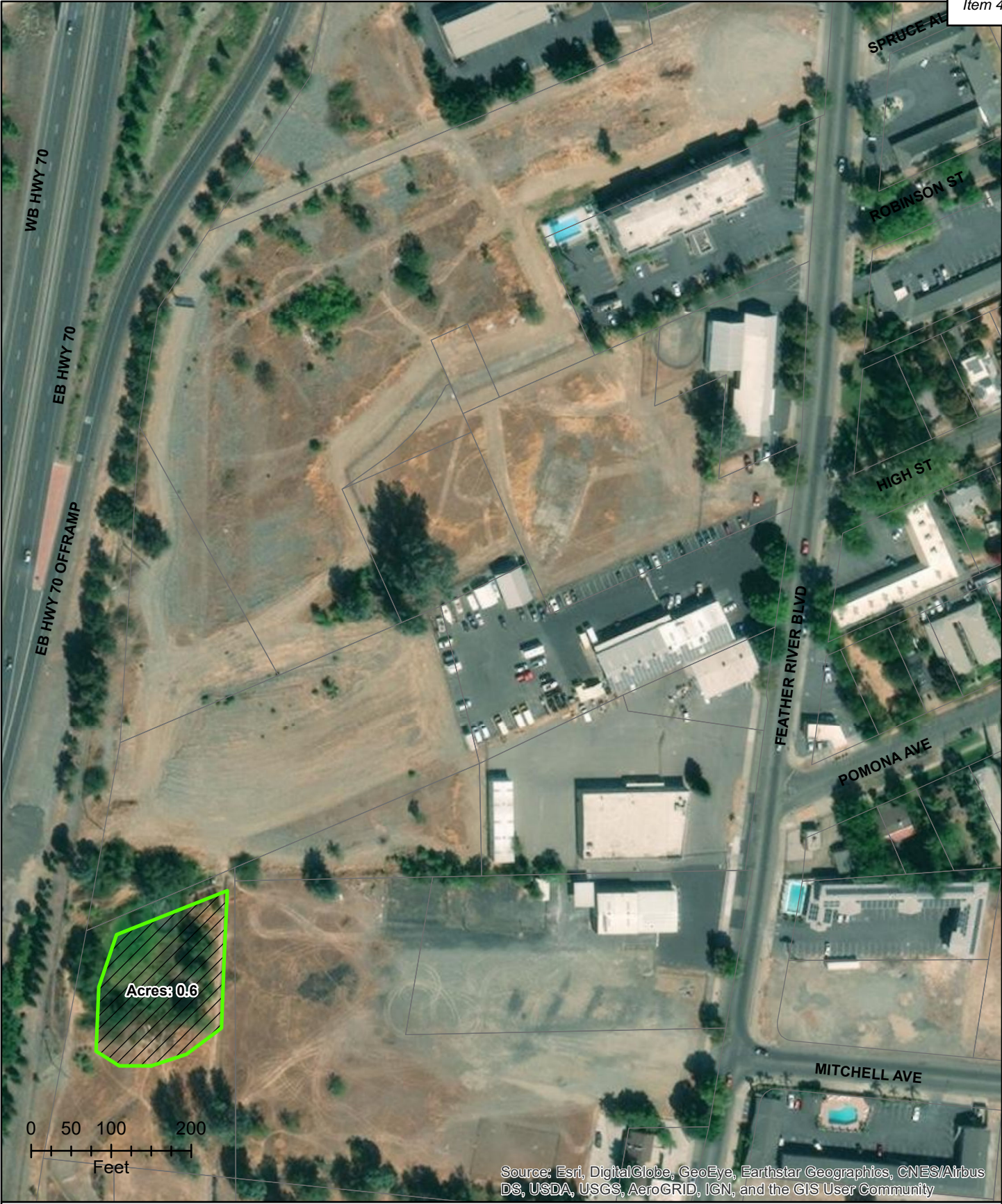
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

 Potential Grazing Area

Oroville Goat Grazing Project


Area: 5 - Highlands Blvd Ditch



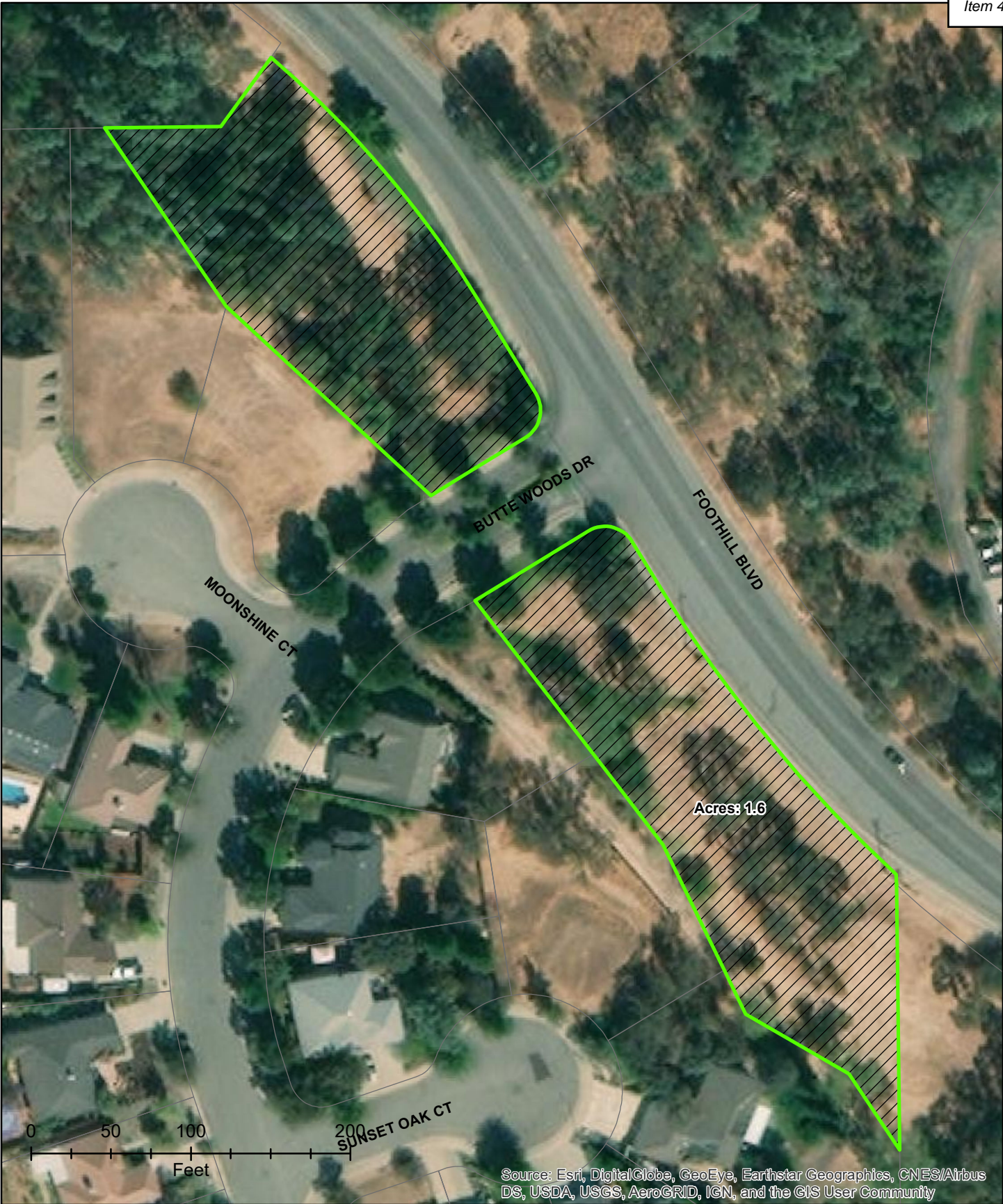



Oroville Goat Grazing Project

Area: 6 - HWY 70 Basin

 Potential Grazing Area





 Potential Grazing Area


Oroville Goat Grazing Project

Area: 7 - The Buttes Basin





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community


 Potential Grazing Area

Oroville Goat Grazing Project

Area: 8 - Argonaut Basin





 Potential Grazing Area

Oroville Goat Grazing Project

Area: 9 - Olive Hwy Basin East





Oroville Goat Grazing Project

Area: 10 - Calle Vista Basin


 Potential Grazing Area



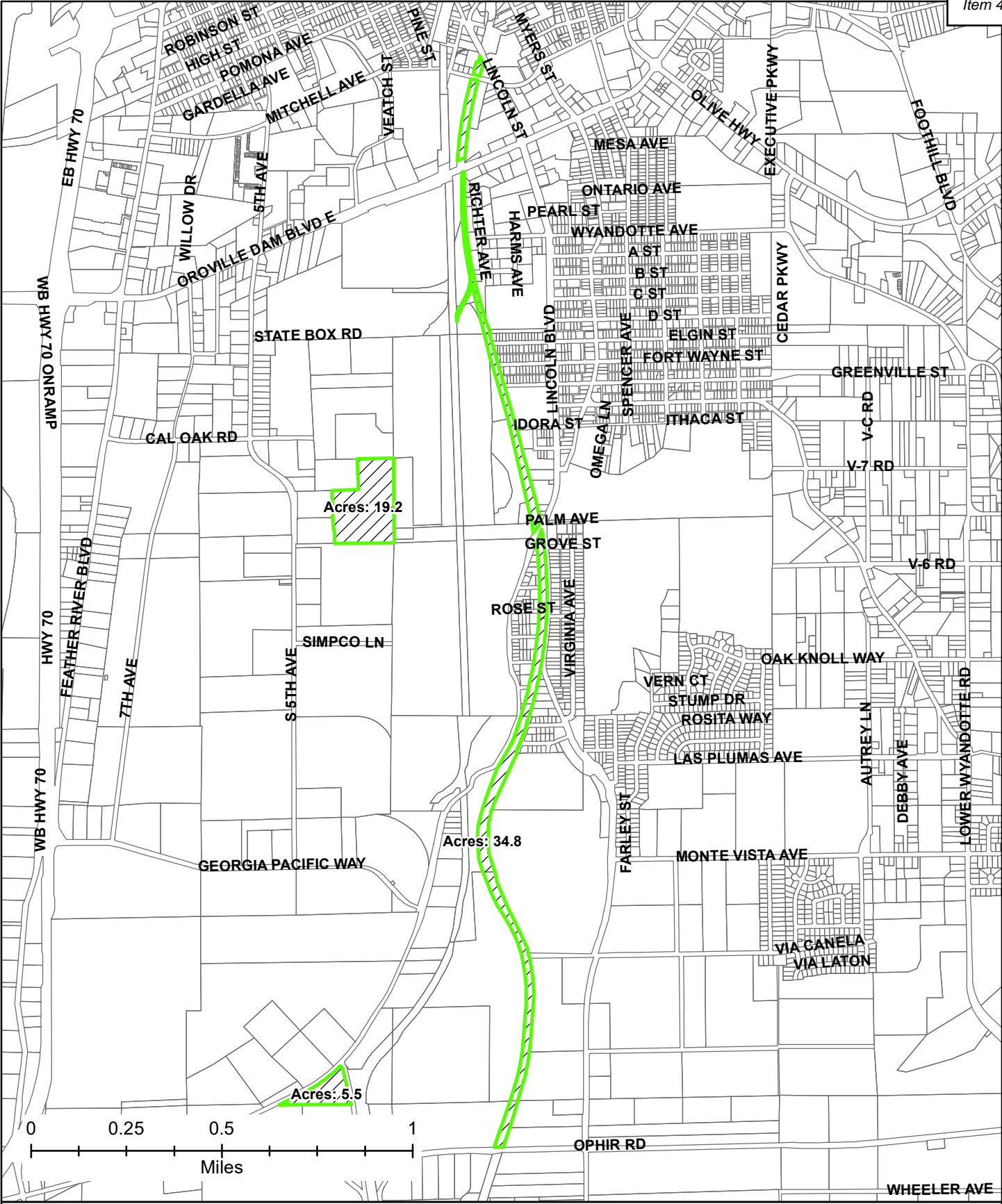


Oroville Goat Grazing Project

Area: 11 - Central Middle School

 Potential Grazing Area





Oroville Goat Grazing Project



Potential Grazing Area


Area: 12 - Abandoned RR and Misc City Property



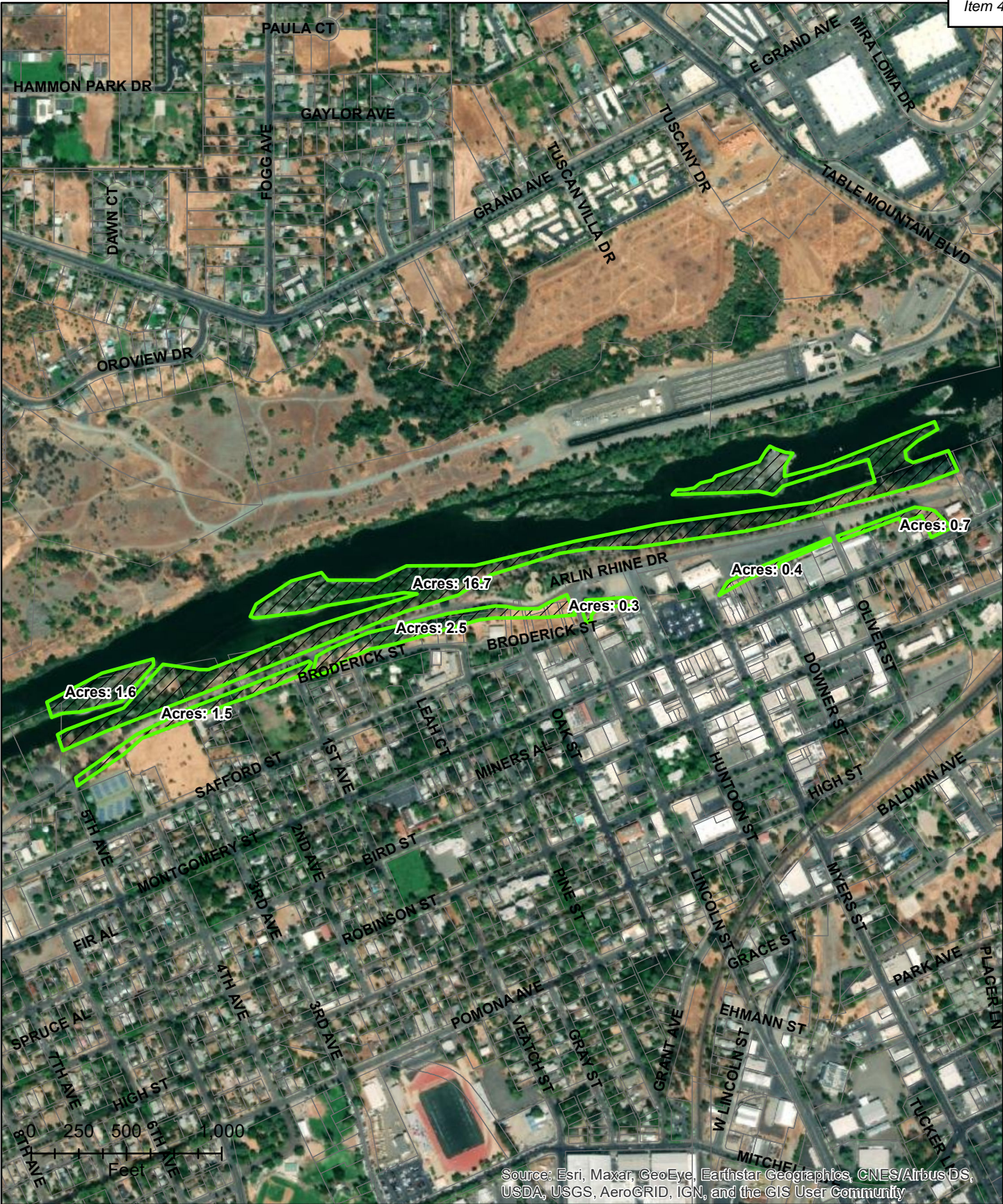


Oroville Goat Grazing Project

Area: 13 - Airport Dog Training Facility

 Potential Grazing Area





Oroville Goat Grazing Project



Potential Grazing Area

Area 14: Feather River Corridor - 23.7 Total Acres





CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: CODY NISSEN, AIRPORT MANAGER

RE: RECOMMENDATION OF REPLACEMENT OF PROBLEMATIC CREDIT CARD READER KIOSK FOR FUEL ISLAND AT OROVILLE AIRPORT

DATE: JANUARY 3, 2024

SUMMARY

Staff is requesting Council approve the purchase and installation of a new cellular capable credit card reader kiosk for fuel sales at the fuel island at the Oroville Municipal Airport to mitigate numerous concerns with intermittent connectivity with the antiquated system

DISCUSSION

For several months the credit card reader kiosk at the fuel island at the Oroville Municipal Airport has been problematic for pilots obtaining fuel for their aircraft. The issues seem to be primarily related to extremely problematic landline telephone service (dial-up) through AT&T. City staff has had several discussions with AT&T representatives, and AT&T has indicated that there are known problems with the “copper” lines servicing the area and that there are no known plans for a permanent solution. The current card reader hardware is approximately 17 years old and the software for report production is similar to technology of Windows95.

Staff recommends replacement of the Fuelmaster hardware, software and kiosk pedestal with a QTPod QT M4000FMS unit that operates on Verizon Wireless Cellular network. This system will integrate directly with the current hose dispenser systems and will have the ability to link directly to smartphones of City staff system administrators for reporting, troubleshooting and remote operation when needed. They system includes a 7” color display, insert style fully encrypted card reader, wired NIC, thermal receipt printer and a mounting pedestal.

FISCAL IMPACT

The Airport Fund would cover the initial cost of \$25,708.75 for the new hardware and software which expenses would slowly be recouped over time through fuel sales profits. There will be ongoing costs of \$480.00 per year for Verizon Cellular service and \$1,145.00 per year for hosting and support through QT Pod, which will also be factored into fuel costs spread over time. Based on fuel sales from Jan 1 to Dec.31, 2023, an increase of \$0.04 per gallon would more than cover the ongoing costs of cell service and hosting / support and still allow the City to be quite profitable on fuel sales. We will still be very competitive in fuel costs within a 50 mile radius of Oroville Airport based on observations of the trends of the past 24

months.

RECOMMENDATION

Approve the purchase of the QT Pod QT M4000 FMS control pedestal, software and hosting support for maximized service for pilots purchasing fuel at the Oroville Municipal Airport.

ATTACHMENTS

- (1) MSI Fuel Management Inc. quotation**

January 2, 2024

Cody Nissen
 Airport Manager – City of Oroville
 1735 Montgomery Street
 Oroville, CA 95965

Reference: Revised 2024 Quote for a QT M4000 at Oroville Airport (KOVE)

Description	Qty	Price	Extension
QT M4000 FMS - PEDESTAL W/1 HOSE CONTROL	1	\$17,995.00	\$17,995.00
ADDITIONAL HOSE CONTROLS	1	\$610.00	\$610.00
SOLID STATE RELAY	2	\$160.00	\$320.00
CELLULAR KIT	1	\$1,100.00	\$1,100.00
			\$0.00
MSI DISCOUNT	1	(\$525.00)	(\$525.00)
		Equipment Total	\$19,500.00
		Sales Tax	8.250% \$1,608.75
LABOR COSTS			
M4000 STARTUP / INSTALL	1	\$4,250.00	\$4,250.00
M4000 SHIPPING COSTS	1	\$350.00	\$350.00
			\$0.00
		System Grand Total	\$25,708.75
OPTIONS			
Multi-Display	0	\$2,195.00	\$0.00

Standard Equipment Information:

The M4000 price includes one hose control, 7" color display, backlit keypads, insert style fully encrypted card reader, wired NIC, thermal receipt printer and a mounting pedestal.

Items below must be purchased directly from QT Pod:

QT Base Plan Data hosting includes 24/7 Support Annual costs is \$1,145.00 per unit. Cellular Kit - QT Verizon Cellular Plan (Annually) Per Unit \$ 480.00.

Scope of Work:

Remove existing FuelMaster and install QT M4000 Card Reader system to one 100 LL hose and one JET A hose. Configure system and test.

Terms

- Delivery: 45 days
- F.O.B.: Destination
- Terms: Net 30 Days
- Price Quote is valid for until 03/01/2024

Exclusions:

System start-up does not include any conduit runs and assumes all wiring is in good condition. Existing fueling equipment must have two stage solenoid control valves and pulsers installed, if not additional equipment will be required.

Special Conditions:

Quote does NOT include QT hosting and cellular data plans. These items are to be purchased separately from the manufacturer.

Should any questions arise, please feel free to contact me.

Sincerely,

Trent Douglass

Trent Douglass
MSI Fuel Management, Inc.
865 Cotting Lane, Suite E
Vacaville, CA 95688

Purchaser agrees to pay all costs associated with this purchase agreement. Purchaser agrees to pay MSI the purchase price pursuant to the terms of this agreement. Payment is due 30 days from MSI Fuel Managements invoice date. Payment of MSI Fuel Managements invoice is not subject to any other conditions including any other agreement between the purchaser and any third party. In the event that payment is not made as agreed, the outstanding balance shall accrue interest at the rate of 1.5% per month until paid. If MSI takes any steps to collect on purchaser's account, including retaining an attorney, Purchaser shall pay all costs of such collection efforts, including reasonable attorney fees.

I have read the above statement and agree to the purchase terms.

Authorized Purchaser

Date

P.O. #



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: CREATION OF A PLACARD IN HONOR OF ALBERTA TRACY

DATE: JANUARY 16, 2024

SUMMARY

The Oroville City Council may consider creating a placard in honor of Alberta Tracy and her service to the community.

DISCUSSION

At the September 5, 2023, Council Member Webber requested staff work to create verbiage for a placard honoring the late Alberta Tracy. This request was seconded by Vice Mayor Smith. Staff worked with Danny Ballard of the Butte Historical Society (and close friend of Alberta) to create the following verbiage for the placard:

The Lady of Butte County

Alberta Guiver Tracy

July 30th, 1939 - August 17th, 2023

A member of the Butte County Historical Society and Director of the Ehmann Home Museum, Alberta Tracy worked to support locals and promote local history. Known as the Lady of Butte County, Alberta portrayed many figures from Butte County’s history, including Susie McDanel, Sarah Benson, Madame Franklin, Cornelia Lott and Frida Ehmann. Alberta was the mastermind behind many Oroville traditions, such as Perry Mason Days, the Polar Bear Plunge, Admissions Day at the Liberty Pole, Ripe Olive Day and the Olive Festival. She served two terms as Board President of the Butte County Historical Society and served as the Museum Director for 2022. Alberta will live on through her many friends, and through all the gifts that she gave to our town. She is simply...
“Somewhere in Time”.

FISCAL IMPACT

Minimal fiscal impact.

RECOMMENDATION

APPROVE VERBIAGE AND PURCHASE OF PLACARD IN HONOR OF ALBERTA TRACY AS REPORTED IN THE STAFF REPORT.

Attachments:

None



Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**December 05, 2023
MEETING MINUTES**

This meeting was recorded live and can be viewed at cityoforoville.org or on Youtube. The agenda was posted on Friday, December 1, 2023.

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with the Personnel Officer and City Attorney to consider the employment related to the following position: Assistant Police Chief.
2. Pursuant to Government Code Section 54957.6, the Council met with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All Bargaining Units.
3. Pursuant to Government Code section 54956.8, the Council met with Real Property Negotiators, City Administrator and City Attorney, regarding the following property: APN 035-380-068; 035-380-067; and 038-380-061.
4. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – One case.
5. Pursuant to Government Code Section 54957(b), the Council met with the Personnel Officer and City Attorney to consider the annual evaluation of performance related to the following positions: All Department Heads

OPEN SESSION

1. Announcement from Closed Session – Direction given; no reportable action taken.
2. Pledge of Allegiance – Led by students Ava Blair, Ava Marie O'Reiley and Chevie O'Reiley.
3. Adoption of Agenda – Motioned by: Council Member Riggs, Seconded by: Council Member Goodson.

PRESENTATIONS AND PROCLAMATIONS

1. Resolution in Recognition of Karolyn Fairbanks

The Oroville City Council Adopted Resolution No. 9203, A Resolution Honoring Karolyn Fairbanks by a 6-0-1 vote:

Motioned: Council Member Riggs

Seconded by: Council Member Goodson

Ayes: Council Members Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: Council Member Johnstone

Abstained: None

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted Public Comment on this item: Bill Speer, Bobby O'Reiley, and The Cameraman.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

- Vice Mayor Smith – Spoke on the Parade of Lights event held on Saturday and the wonderful turnout that was had.
- Mayor Pittman – Spoke on the Measure U Committee (Citizen's Oversight Board), announced that the BCAG CEO Jon Clark is retiring as of that Thursday. Lastly, he spoke on the orientation that was had for the most recent influx of Lineman students.

2. Administration Reports

- Ruth Duncan, Assistant City Administrator/Director of Finance - thanked Ron's crew for painting City Hall. Spoke on the RFP closing for the recarpeting of City Hall and Council Chambers.
- Fred Mayo, Director of Public Works – Spoke on the Portland Loos and the ongoing vandalism. Speed trailers deployed off Yard and Bointon areas of Oroville. Spoke on the Sank Park Fence construction commencing. Lastly spoke on the Museum Weekend on Feb 24th and 25th, 2024.
- Ron Belser, Director of Code Enforcement – Commended the Code Enforcement Team for their service on Thanksgiving to the homeless in the community. Updated Annual report on Code Enforcement now available on the internet.
- Kayla Reaster, Assistant City Clerk – Reported NextRequest is scheduled to go live sometime this month/early next time.

CONSENT CALENDAR

Consent calendar **items 1 - 8** 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. City of Oroville November 7, 2023 Regular Meeting Minutes

Approved November 7, 2023 Regular Meeting Minutes and Authorized the Mayor to sign by the following 6-0-1 vote:

Ayes: Council Members Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: Council Member Johnstone

Abstained: None

2. Amendment to Professional Services Agreement with Trover Construction Project Management LLC to Extend Expiration Date Related to 20-CDBG-12067

Adopted Resolution No. 9202– A Resolution Of The Oroville City Council Authorizing And Directing The Mayor To Amend A Professional Services Agreement With Trover Construction Project Management LLC To Provide Program Services Through December 31, 2024 (Agreement No. 3484) by the following 6-0-1 vote:

Ayes: Council Members Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: Council Member Johnstone

Abstained: None

3. Letter of Support for State Parks OEP Grant

Approved Letter and authorized the Mayor to sign by the following 6-0-1 vote:

Ayes: Council Members Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: Council Member Johnstone

Abstained: None

4. Consideration of a Resolution Declaring the Property Located at 1275 Mitchell Avenue as Exempt Surplus Land and Making Associated Findings

Adopted Resolution No. 9199 – A Resolution declaring the property located at 1275 Mitchell Avenue as exempt surplus land and making associated findings by the following 6-0-1 vote:

Ayes: Council Members Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: Council Member Johnstone

Abstained: None

5. Consideration of a Resolution Declaring the Property Located at 711 Montgomery Street as Exempt Surplus Land and Making Associated Findings

Adopted Resolution No. 9201- A Resolution Declaring The Property Located At 711 Montgomery Street As Exempt Surplus Land And Making Associated Findings by the following 6-0-1 vote:

Ayes: Council Members Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: Council Member Johnstone

Abstained: None

6. Amendment to the Sub-Recipient Agreement Number 3437 With the Oroville Rescue Mission for Direct Services And Housing Under Encampment Resolution Funding, American Rescue Plan Act Funding And Other State and Federal Funding

Adopted Resolution No. 9200 – A Resolution of the Oroville City Council Authorizing And Directing the Mayor to Execute An Amended Sub-Recipient Agreement With The Oroville Rescue Mission to Increase the Amount By \$612,526.00 and Extended the Agreement to April 30, 2027, to Provide Direct Services And Housing In Relation to the Encampment Resolution Funding – (Agreement No. 3437-1), as well as American Rescue Plan Act (Arpa) And Other State And Federal Funding by the following 6-0-1 vote:

Ayes: Council Members Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: Council Member Johnstone

Abstained: None

7. Warming and Cooling Center Agreement

Approved a two-year agreement with the Mission to operate a warming and cooling center to provide a health and safety benefit for the unhoused by the following 6-1-1 vote:

Ayes: Council Members Riggs, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: Council Member Johnstone

Abstained: Council Member Webber

8. 2024 City of Oroville Meeting Schedule

The Council adopted a meeting schedule for the 2024 year by the following vote:

Ayes: Council Members Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: Council Member Johnstone

Abstained: None

REGULAR BUSINESS

9. Approve New City Of Oroville Branding Logo

The following member(s) of the public submitted Public Comment on this item: Bobby O'Reiley.

Approved the logo as presented in Attachment A by the following 6-0-1 vote:

Motioned: Council Member Goodson

Seconded By: Council Member Webber

Ayes: Council Members Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: Council Member Johnstone

Abstained: None

10. Approval Of Commercial Purchase Agreement and Joint Escrow Instructions

Adopted Resolution No. 9197 - A Resolution of the Oroville City Council Authorizing and Directing the Mayor to Execute a Commercial Purchase Agreement and Joint Escrow Instructions Between the City Of Oroville and Endeavor Homes, Inc by the following 6-0-1 vote.

Motioned: Council Member Goodson **Seconded By:** Council Member Webber

Ayes: Council Members Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: Council Member Johnstone

Abstained: None

11. Presentation of Airport Update and Request to Modify Contract Between the City of Oroville and Jenco Aviation

This item was removed from the agenda to come at a later date.

12. City Participation in the Statewide Community Infrastructure Program (SCIP) and Bond Opportunities for Land Development (BOLD) Programs

Direction provided to staff.

13. Options For Filling Vacant Treasurer Position

Direction provided to staff.

14. Approval of Payroll Software Agreement

The Council approved the agreement and authorized the Mayor to sign by the following 6-0-1 vote:

Motioned: Council Member Goodson **Seconded by:** Council Member Riggs

Ayes: Council Members Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: Council Member Johnstone

Abstained: None

PUBLIC HEARINGS

15. Feather River Recreation and Park District Nexus Fee Study and Proposed Fee Increases

This item was continued until the second regularly scheduled meeting in December 2023.

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.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items – Mayor Pittman requested that Staff look into what it would take to set up a “311” line for the City.
2. Correspondence – None Received.

ADJOURN THE MEETING

The meeting was adjourned at 7:00PM.

ATTESTED:

APPROVED:

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: MODIFICATIONS TO COUNCIL APPOINTMENT TO COMMITTEES, COMMISSIONS AND BOARDS

DATE: JANUARY 16, 2024

SUMMARY

The City Council may consider two modifications to the 2024 Committee, Commission, and Board Appointments List.

DISCUSSION

The City Council took action on appointments to Committees, Commissions and Board at its regularly scheduled City Council meeting held on January 2, 2024. Since that time it was noted that the appointment to the Butte County Mosquito and Vector Control Board requires either a two year or four year appointment. In addition, the Mayor would like to appoint Council Member Webber to the Citizen Oversight Committee, to the seat currently held by Council Member Goodson. Additionally, the Mayor would like to appoint Council Member Johnstone to the Alternate seat, previously held by Shawn Webber.

FISCAL IMPACT

None

RECOMMENDATION

Appoint Eric Smith to the Butte County Mosquito and Vector Control District Board for a term of two years; and

Appoint Council Member Webber to the Citizen Oversight Committee, to the seat currently held by Council Member Goodson, and appoint Council Member Johnstone to the Alternate seat, previously held by Shawn Webber.

Attachments:

Proposed 2024 Committee, Commission, and Boards Appointments List.

CITY OF OROVILLE COMMITTEE AND BOARD ASSIGNMENTS 2024

Item 8.

	<div style="display: flex; justify-content: space-around; width: 100%;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">David Pittman</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Eric Smith</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Krysi Riggs</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Janet Goodson</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Tracy Johnstone</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Shawn Webber</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Scott Thomson</div> </div>								
ALUC - Airport Land Use					X			1, Alt	Airport Manager
ARTS COMMISSION				A	X			1, Alt	Community Development Director
BCAG - Butte County Association of Governments	X	A						1, Alt	City Administrator or City Engineer
BCAQCB - Butte County Air Quality Control Board	A	X						1, Alt	City Administrator or Director of Community Develop
CHAMBER OF COMMERCE						X	A	1, Alt	City Administrator
Citizens Oversight Committee	X				A	X		2, Alt	Finance Director
COCC - Butte County Continuum of Care		A			X			1, Alt	Director of Community Development
EXECUTIVE COMMITTEE/ INTERGOVERNMENTAL	X	X		X				3	City Administrator
LEAGUE OF CALIFORNIA CITIES		A	X					1, Alt	City Administrator
LOAN ADVISORY HOUSING and ECONOMIC DEVEL			X		X	X		3	Business Assistance and Housing Director
ODBA - Oroville Downtown Business Association			X			A		1	PIO
ORAC - Oroville Recreation Area Committee					A	X		1, Alt	PIO
SBF - Supplemental Benefit Committee	X		X	A	X	A	A	3, 3 Alt	Program Specialist
SC-OR - Sewerage Commission Oroville Region	X						A	1, Alt	City Engineer
Wyandotte Creek - Groundwater Management		A		X				1, Alt	City Engineer
Butte County Mosquito & Vector Control		X					A	1	Director of Community Development
TOURISM			X					1	PIO
VETERAN MEMORIAL PARK							X	1	City Administrator
Oroville Dam Citizen Advisory Commission	X	X		A				1, 1 alt	City Administrator
Butte Choice Energy Authority (BCEA)		A		A		X	X	2, 2 Alt	Community Development Director
LAFCO									Appointed by BC City Selection Committee

X - Voting Member A - Alternate Member

CITY OF OROVILLE COMMITTEE AND BOARD ASSIGNMENTS 2024

Item 8.

Committee or Board	Meeting Date	Meeting Time
ALUC - Airport Land Use	3rd Wednesday	9:00 AM
ARTS COMMISSION	2nd Tuesday	4:00 PM
BCAG - Butte County Association of Governments	4th Thursday	9:00 AM
BCAQCB - Butte County Air Quality Control Board	4th Thursday	10:00 AM
CHAMBER OF COMMERCE	2nd Wednesday	3:00 PM
Citizens Oversight Committee	4th Tuesday	Quarterly
COCC - Butte County Continuum of Care	2nd or 3rd Monday	1:00 PM
EXECUTIVE COMMITTEE/ INTERGOVERNMENTAL(w/County)	As Needed	
LEAGUE OF CALIFORNIA CITIES	Various	
LOAN ADVISORY HOUSING	2nd Tuesday	10:00 AM
ODBA - Oroville Downtown Business Association	1st Thursday	9:00 AM
ORAC - Oroville Recreation Area Committee	1st Friday	10:00 AM
SBF - Supplemental Benefit Committee	4th Wednesday	2:00 PM
SC-OR - Sewerage Commission Oroville Region	4th Wednesday	5:00 PM
Wyandotte Creek - Groundwater Management	4th Thursday	2:00 PM
Butte County Mosquito & Vector Control	2nd Wednesday	4:00 PM
TOURISM	3rd Thursday	9:00 AM
VETERAN MEMORIAL PARK	3rd Monday	6:45pm
Oroville Dam Citizen Advisory board	4th Friday - Quartely	10:00 AM
Community Choice Aggregation (CCA)	1st Monday	5:30 PM
LAFCO	1st Thursday	9:00 AM



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: HEWITT PARK IMPROVEMENTS PROJECT BUDGET DISCUSSION

DATE: JANUARY 16, 2024

SUMMARY

The Council will receive a project update regarding the estimated cost and funding sources of the Hewitt Park improvement project.

DISCUSSION

During the January 2, 2024, City Council meeting, the council provided direction to staff to pre-purchase materials and equipment for the park improvements which will save a significant sum of money from the overall cost of the project. During that discussion, the Council was made aware that costs of material and labor have increased significantly since the Council first approved an application for funding for the Hewitt Park improvements and that staff and the designer were being creative in coming up with a means to lower the overall costs. To date, these alternatives have been through efforts by the Public Works team to perform a significant amount of grading ahead of the project design specs and a Request for Bids package being issued. It also included the pre-purchase of materials.

The true costs of all the improvements for the Hewitt Park improvements will not be known until bids are received, vetted, and an award by Council has been made. However, the design estimate for all the improvements as presented to Council at the January 2, 2024, Council meeting exceeds the total grant amount of \$4,583,710, by roughly \$1.5 million. There is currently a balance in the Park Development Impact Fee Fund (DIF) of \$2.4 million and any cost beyond what can be covered by the Grant could be paid for through the DIF.

Continuing with the pre-purchase of materials will save a significant sum of money from the overall cost of the project, however, once the pre-purchases have been made the ability to delete features from the project will no longer be possible. Staff is seeking confirmation that the Council would like the Hewitt Park improvements to include all the features that had been presented during the January 2, 2024, City Council meeting using the DIF for any costs that exceed the funds provided in the Grant.

FISCAL IMPACT

\$1.5 million from the Park Development Impact Fee Fund. The true fiscal impact to this fund will not be known until a construction agreement has been executed.

RECOMMENDATION

Provide staff direction for moving forward with the Hewitt Park improvement projects from the following two options.

1. Continue with the design as presented during the January 2, 2024, City Council meeting with the understanding that all costs that exceed the grant funds will be funded by Park Development Impact Fees.
2. Provide staff direction for removing features to lower the overall project costs.

ATTACHMENTS

Design renderings.

HEWITT PARK



HEWITT STATION SPRAY ZONE WITH WATER TOWER AND SHADED PICNIC



INCLUSIVE SPRAY TRAIN



MINING THEME PLAY AREA WITH INCLUSIVE SPINNER



EIGHT PICKLEBALL COURTS WITH LIGHTING



















Hewitt Park

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Hewitt Park

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Item 9.

Item 9.





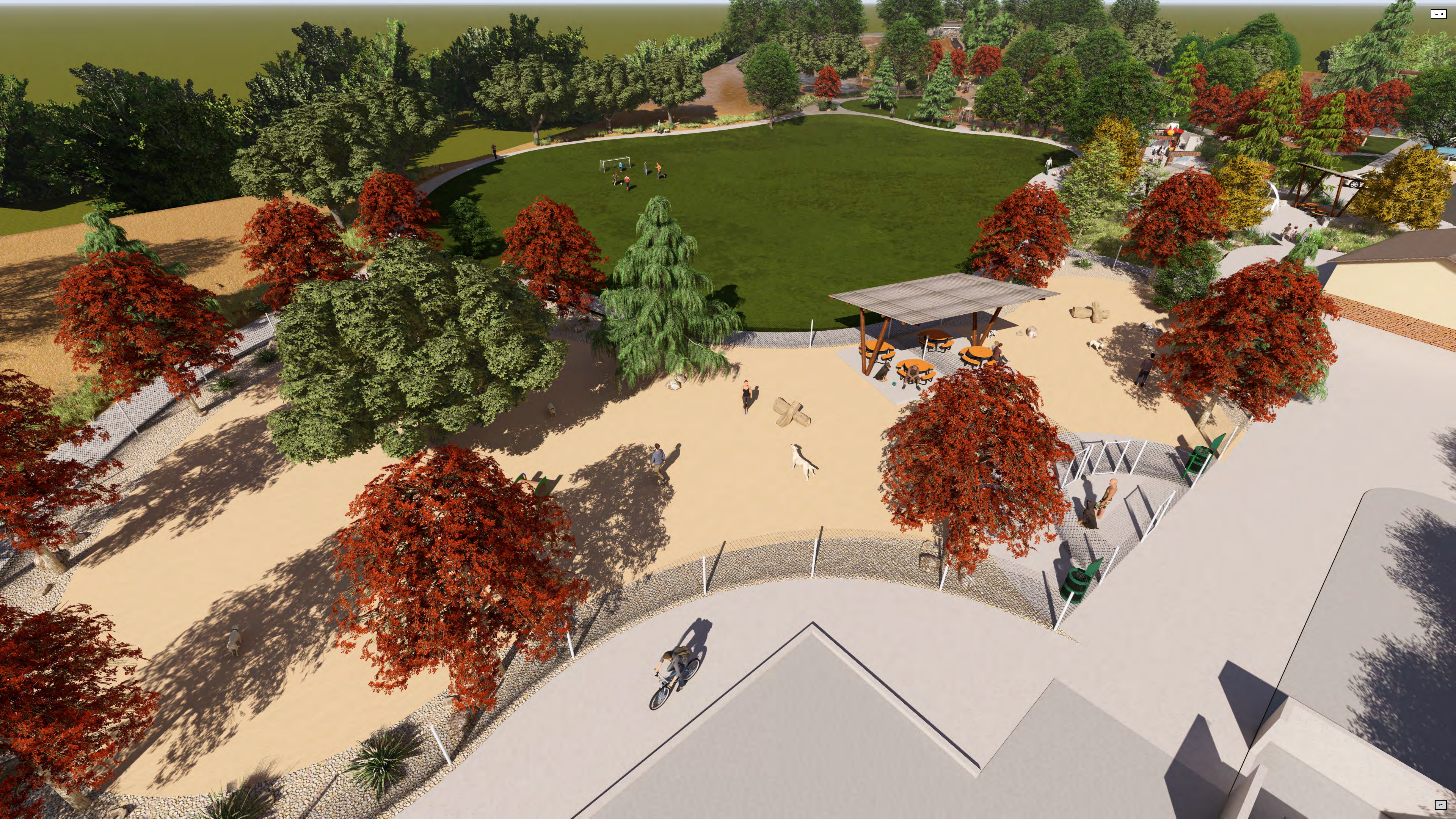




Item 9.



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**OROVILLE CITY COUNCIL
AGENDA STAFF REPORT**

Item 10.

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: CHRIS TENNS, CALFIRE ASSISTANT CHIEF - OROVILLE CITY
DIVISION**

**RE: ACCEPTANCE OF CAL WATER ANNUAL FIREFIGHTER GRANT AND
RECOGNITION OF CAL WATER**

DATE: JANUARY 16, 2024

SUMMARY

The Council will consider acceptance of an annual firefighter grant offered by the California Water Service (Cal Water) for the Oroville Fire Department. This proposed grant, earmarked for the Fiscal Year 2024 (FY24), aims to facilitate the acquisition of 10 handheld thermal imaging cameras.

DISCUSSION

In the preceding fiscal year, the Oroville Fire Department diligently pursued grant funding from Cal Water for FY24, specifically targeting the procurement of 10 handheld thermal imaging cameras. As a testament to our efforts, the department successfully secured a noteworthy grant amounting to \$10,000.

The primary objective of this grant is to furnish every on-duty firefighter within the Oroville Fire Department with a handheld thermal imaging camera. This strategic allocation serves a dual purpose. Firstly, it empowers firefighters to navigate and operate in smoke-filled environments with enhanced visibility, facilitating the swift identification of trapped individuals. Secondly, these thermal imaging cameras play a crucial role in monitoring the spread of fire and evaluating firefighting conditions, thereby contributing to a more comprehensive and informed firefighting approach. This, in turn, contributes to a proactive and efficient response, minimizing risks and optimizing the overall safety of our dedicated firefighters.

The Oroville Fire Department sincerely thanks Cal Water for their continued commitment to supporting community safety through initiatives like the Firefighter Grant Program. The potential acceptance of this grant stands as a pivotal step in enhancing the Oroville Fire Department's operational capabilities and, most importantly, safeguarding the well-being of those on the front lines of firefighting efforts.

FISCAL IMPACT

Appropriations will be increased by \$10,000 and will be offset by \$10,000 in expenditures.

RECOMMENDATION

Staff recommends accepting the annual Cal Water Firefighter Grant (FY24).

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: LICENSING PURCHASE OF A WEB BASED PLATFORM DESIGNED TO ASSIST HOMEOWNERS AND DEVELOPERS THROUGH THE DEVELOPMENT PERMITTING PROCESS

DATE: JANUARY 16, 2024

SUMMARY

The Council will consider entering into a two-year agreement with On Camino for a web-based platform that will allow the public to better understand the permitting process and the requirements for a project or development.

DISCUSSION

Permits are issued by the Building Department, to cover the cost of plan review and inspections to ensure the health and safety of the public and compliance with current building standards. The permitting process can be confusing for those that do not regularly perform work requiring a permit which leads to frustration and in some cases the temptation to perform work without permits. The process can also be confusing for developers and seasoned contractors when projects require zoning review and compliance with the General Plan and CEQA. In many cases, the confusion is exacerbated by the lack of understanding about information that should be provided to City staff, which leads to responses that may not be entirely relevant for the undertaking the homeowner or developer intends to undertake.

The On Camino platform serves to bridge the understanding gap by allowing a user to explore a project and receive information in manageable bites. The platform is a decision tree that allows the user to work through ideas online from the comfort of their home or office. By clicking a series of buttons, the user is taken down a path that is specific to their property and project and provides information to allow the user to understand if a permit is needed, what type of permit would be needed, if the zoning is appropriate, if the property is in a flood plane, or if their project would require a use permit. While clicking through the program, notes may be provided along the way with useful information that allows the user to better understand the extent of their project. A report is generated at the end which describes all the information that will be needed for the project, and the cost of the fees.

A representative from On Camino will be present during the meeting to provide a short presentation.

FISCAL IMPACT

\$15,000 annually for each of a two-year period, with a CPI increase annually of 3% for a total not to exceed cost of \$30,450.

RECOMMENDATION

Direct staff to execute an agreement (attached) with On Camino, subject to legal review for conformance, for a license to use the On Camino platform for a two-year period.

ATTACHMENTS

1. Draft agreement.
2. Presentation Slides



Proposal for Oroville, CA

Camino Development Guide System

Summary of Solution

Camino is a web-based solution that improves the customer experience for permit and licensing processes. Camino software is provided through a SaaS (software as a service) model, meaning that all functionality is accessed through the internet on a subscription basis. For this proposal Camino is excited to offer the solutions outlined below.

Camino Guide Summary:

The Camino Guide is an informational resource that serves as a virtual 'pre-meeting' for anybody thinking about starting a building project. After first answering a series of questions, applicants will automatically receive a customized guide containing their timeline, fees, and process for successful project completion. The Guide will also integrate with existing GIS systems to let the applicant know whether their project is allowed in the selected zone. By making every applicant an expert, the Camino Guide reduces errors, frees up valuable staff resources, and flags any potential issues at the outset to ensure a faster process.

Features:

- An online portal where residents can create an account and view current and historical projects.
- An intelligent Guide that will ask applications a series of questions about their building project and informs them where it is allowed and whether a permit or license is required.
- If a permit or license is required, the Guide will generate a customized checklist of steps for the applicant to follow, complete with detailed instructions.
- The Guide will automatically check for zoning compliance and any other geographic factors.
- The agency will be able to track all Guides that are created.
- The agency will be able to configure and manage the Guide through an entirely self-service administrative panel.

Additional Scope

Evaluation Meeting. Senior representatives from both Parties shall formally meet, at a place and time to be mutually agreed to between the Parties, during the eighteenth (18th) month following the Effective Date, in order to discuss, collaboratively and in good faith, the matters herein described including, inter alia, renewal or non-renewal of the Agreement in accordance with the terms hereof. The meeting may take place by electronic conference technology.

Win Themes

Core pillars of success for Oroville's Permit Guide Implementation

Permitting Efficiency:

The incorporation of Camino into Oroville's development framework is poised to create a more efficient permit and licensing processes. Embedding Camino as a dedicated tab within the city's permitting portal and prominently featuring it on the official website aims to provide applicants with a straightforward and comprehensive starting point. Collaborative efforts from various departments will enable the city to digitize a substantial portion of its pre-application processes through Camino. This digital platform allows applicants to define project scopes, understand requirements, compile necessary forms, and adhere to the correct application submission format. Layering in Oroville's GIS system to Camino will introduce automation as a fundamental system function, conducting automated checks for requirements, eligibility assessments, and instant rule notifications. The anticipated outcome of implementing Camino includes a reduction in application errors, decreased time spent on query responses, and subsequently, an enhancement in staff availability. Moreover, applicants can allocate more time to crucial aspects of project approval as the digital platform expedites the entire application process.

A Refined Standard:

The introduction of Camino into Oroville's procedural framework signifies a commitment to refining success benchmarks across each department. The Permit Guide system presents a comprehensive methodology designed to ensure compliance with city development standards and processes. During the implementation phase, our team presents a strategic roadmap for success, conducting a thorough review of existing processes, documentation, and objectives. This approach opens opportunities for staff members to assess optimal steps, ensuring that the system facilitates the submission of successful applications. Providing customers with round-the-clock access to pre-application guidance through the system, Oroville's new framework reflects a dedication to customer service excellence. Ultimately, the Camino system positions Oroville to align with leading governments that prioritize refining customer service standards and ensuring success through efficient and user-friendly processes.

Implementation and Service Package

[X] Camino-led Implementation

Anticipated Implementation Start: [February, 2024]

To ensure a fast implementation, Camino reserves slots in advance for new customers. The customer can choose to change the start month at any time, however Camino cannot guarantee availability for any given month. If a change is requested, Camino will reschedule the implementation for the next available slot.

For this project Camino will be leading and performing system configuration work during the implementation. A Camino Implementation Manager will suggest the best service package based on the project scope (for details see Appendix B – Pricing). The service package will include:

- Everything covered under the Self-Service option above.
- A fixed number of hours that can be used in year one for system configuration, staff training and process mapping.
- Additional hours in future years to add system functionality, make changes to the existing configuration and train new staff.

At the start of the implementation Camino will create a project plan with milestones. If the number of service hours exceeds the selected package the customer can upgrade their package or purchase additional hours.

Customer Service

Service Level Agreement

Camino offers a web-based platform that is accessible from all major desktop web browsers. Camino currently works on browser versions that are still supported by their parent company. As of the date of this proposal, the list of supported browsers (on Windows, OSX, or Linux) is:

- Chrome
- Firefox
- Internet Explorer / Edge
- Safari

Camino guarantees 24/7 access with 99.9% uptime. Camino will occasionally bring the service down for scheduled maintenance and updates, but never during the hours of 8am-6pm, M – F.

If this agreement is terminated, Camino will (upon request) provide the customer with a full export of all customer data within 30 days of the request and up to 90 days following termination of the agreement.

Technical Support Services

Camino will assign a Customer Success Manager to assist with onboarding, training, and ongoing support. This representative will be the primary point of contact for all requests and issues.

In order to initiate a technical support ticket, the customer must email support@camino.ai, or their designated Account Manager or Implementation Manager. Requests made through other channels are not subject to this SLA.

Camino uses the following incident response levels:

- Level 1: Mission critical error that prevents users from accessing or using the system.
- Level 2: A critical feature is broken.
- Level 3: All other bugs or errors.

When an issue is reported, Camino will respond within 4 hours during the hours of 8am-9pm PST, M-F. The response will include a support ticket and estimated time to fix. Camino targets the following fix times:

- Level 1 incident: 24 hours.
- Level 2 incident: 48 hours.
- Level 3 incident: 5 days.

Training

Regardless of the implementation package, Camino will provide one kick-off meeting at the beginning of the implementation and up to five hours of staff training. The customer can include whichever staff they choose in this training session. Camino Led implementations will include additional hours.

Camino will run a monthly, two-hour virtual training webinar that all customers can access for free. Training content will be determined by the needs of the participants.

CAMINO INC. SOFTWARE SERVICES AGREEMENT



Organization Contact

Billing Contact (If Different)

Customer Name:

City of Oroville, CA

Contact Name:

Patrick Piatt

Address:

1735 Montgomery St.

Oroville, CA 95965

Telephone: 530-538-2401

Email: ppiatt@cityofroville.org

Effective Date: [02/01/2024]

Scope of Agreement: As outlined in the above proposal.

Fees: Starting at the effective date, the customer will pay an annual fee as outlined in Appendix B for the services outlined in the Summary.

Welcome to Camino! Thanks for using our software. This Software Agreement ("Agreement") is entered between Camino, Inc., with its principal place of business at 2261 Market Street #4302 San Francisco, CA 94114 ("Camino"), and you, the entity identified above ("Customer"), as of the Effective Date. This Agreement includes and incorporates the Camino Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the Camino Terms and Conditions.



Customer

Camino

Signature:

Printed Name:

James MacLaggan

Title:

VP of Sales

Date:

Appendix A

Camino Terms and Conditions

1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these Camino Terms and Conditions (the "Agreement"), Camino will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by Camino and Customer ("Software Agreement").

1.2 Customer understands that Camino's performance depends on Customer timely providing Camino with relevant data, feedback and configuration assistance. Any dates or time periods relevant to Camino's Performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. Camino shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. OWNERSHIP. Camino retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

3.1 Camino warrants that Camino is the owner of the Software Services and has the right to license it to third parties. Camino will defend, at its expense, any action brought against Customer based on a claim that the Software Services infringe upon a United States or Canadian patent, copyright, trade secret, or other proprietary right of a third party. Camino agrees to indemnify Customer and hold Customer harmless against damages and costs, including attorney's fees, finally awarded against Customer in such actions.

4. CONFIDENTIALITY. Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). Camino's Confidential Information includes, without limitation, the software

underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. PAYMENT OF FEES. The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within thirty (30) days after the date of Camino's invoice (which Camino typically sends 45 days after the Effective Date).

6. TERM & TERMINATION

6.1 Subject to compliance with all terms and conditions, the first term of this Agreement shall be from the Effective Date and shall continue for a period of twenty-four (24) months. At the termination of the initial term, the Customer will have the option to renew this agreement for subsequent twelve (12) month terms. The customer will be billed on an annual basis for each twelve (12) month term, and either party may terminate this Agreement at the end of the applicable term, without penalty, with thirty (30) days prior written notice. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

6.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

6.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTY AND DISCLAIMER

7.1 Camino represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

7.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to Camino for use in and in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Camino's use of such materials in connection with the Software Services" will not violate the rights of any third party.

7.3 CAMINO DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND CAMINO DISCLAIMS ALL

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9. MISCELLANEOUS. Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. With the Customer's approval, Camino shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Camino's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to Camino). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of California without regard to its conflict of laws provisions. Jurisdiction of any litigation arising from the Agreement will be in San Mateo County.

10. INSURANCE. Camino shall maintain for the duration of this Agreement the following insurance:

10.1 Commercial General Liability including coverage for premises, products -and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.

10.2 Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability: (1) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and (2) Primary Property Damage of at least \$250,000 per occurrence; or (3) Combined single limits of \$1,000,000 per occurrence.

10.3 Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Appendix B

Fees

Item	Includes	Cost
Camino Guide (information only)	<ul style="list-style-type: none"> • Unlimited external users • Includes unlimited submission types • Features outlined in proposal 	\$15,000 / year**
Service Package	<ul style="list-style-type: none"> • Includes 75 hours in Year 1 for implementation. • Includes 25 hours per year in subsequent years. 	\$0 (Included with subscription)

****Annual CPI Increase**

Camino will increase the annual rate of each subscription by 3% at the end of each 12 month term.

City of Oroville, CA - Camino Presentation

January 16, 2024

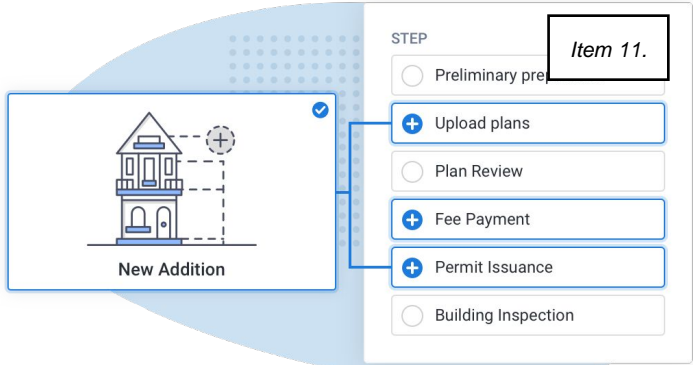
How We Help

- **Reduce time to issue permits**
- **Shorter customer counter / service times**
- **Improved Customer Experience**

Item 11.

Personalized Customer Journey

- **Reduce time to issue permits**
 - Creates personalized instructions for applicants, explaining each step in their submittal
- **Shorter customer counter / service times**
 - Utilizes GIS based rules and includes each department's requirements
- **Improved Customer Experience**
 - Comprehensive starting point for applicants that lives within Oroville's Permitting System



- ✔ Building Code and Amendments
📄 Information
- ✔ Apply for a Tree Permit
📄 Task
- ✔ Upload your building plans
📄 Document Upload
- ✔ Prepare a grading plan for your project
📄 Document Upload
- ✔ Provide contractor information
📄 Form

Results

- **30% Less Calls**
- **Time spent answering questions by staff reduced by 70%**
- **Permits Issued 25% faster**

“Camino has completely revolutionized the way our city provides permit services to customers. Their Permit Guide has enabled us to provide a higher level of customer service with less staff time. Feedback from our customers and staff has been overwhelmingly positive.”

Item 11.

-John Caprarelli

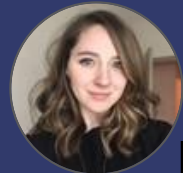
(Santa Clarita, CA Building Official)



“Camino has been an outstanding program in the City’s ability to provide excellent and consistent customer service. Furthermore, it has allowed us to be at the forefront of technology for both development departments and city government.”

-Samantha Pickett

(McKinney, TX Systems Analyst)



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Monthly Value Reports

Item 11.



Camino Monthly Report

October 2021 - Fairfax County, VA

How has your community been using your Camino platform

- You had **632 Visitors** to your Camino platform last month
- You reached **457 New Applicants**, providing them with clear and immediate service
- Across visitors, new applicants, and existing applicants, **432 Submissions** were completed

Trending Project Types

The following Project Types had the most submissions last month:

1. 118 submissions: Start a Construction Project > Start a Residential Project > Deck
2. 57 submissions: Start a Construction Project > Start a Residential Project > Residential Addition > Residential Addition
3. 54 submissions: Start a Construction Project > Start a Residential Project > Interior Alteration > Interior Alteration

24/7 Support

Of your **432 submissions** last month, **139 submissions (32%) were created outside of working hours** (8:00 am to 5:00 pm). This is an important indicator of when your residents and applicants are making time to get started on their projects.

Time Well Spent

To try and help capture our value, we looked at the number of surveys completed, Guides delivered, and comments exchanged. We estimate the time savings could be close to **216 hours**, or about **6 weeks of work**.

Taking that a step further, we took an estimated rate of \$50.00 per hour for a fully burdened full-time employee and think Camino may have helped save about **\$10,800** of staff time.

As always, please continue to share your questions or feedback.

Thank you!



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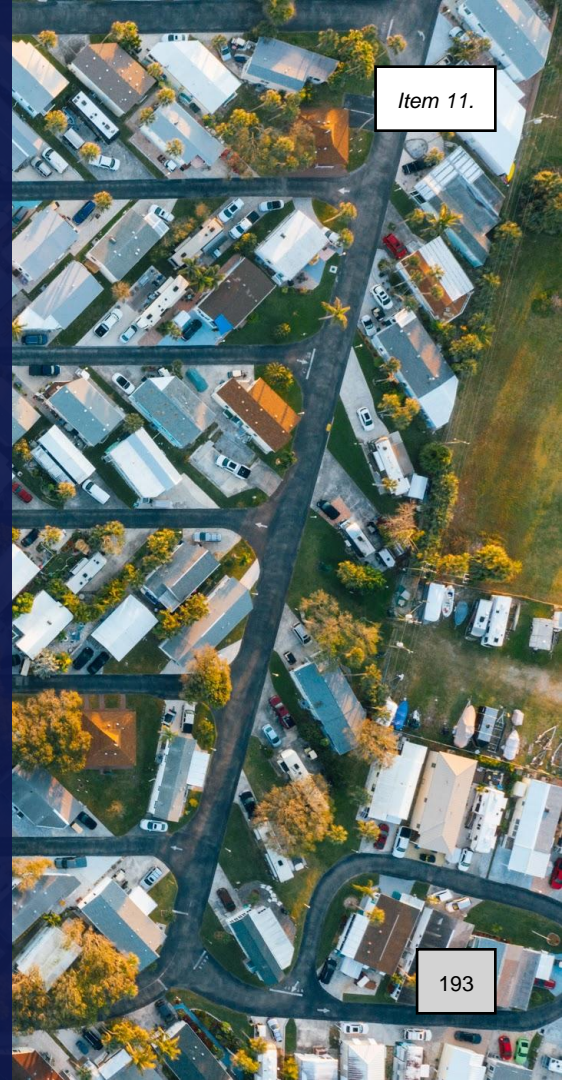
192



Camino

Development Guide Demo

[3 Min Video Link - www.camino.ai](https://www.camino.ai)





CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

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

RE: MID YEAR FINANCIAL REVIEW

DATE: JANUARY 16, 2024

SUMMARY

The Council may receive a mid-year financial report for revenues and expenditures for the first six months of the fiscal year July 1, 2023, to December 31, 2023.

DISCUSSION

OVERVIEW

A review of budget to actuals for the first half of the fiscal year 2023-24.

GENERAL FUND

Revenues

Overall, the revenues are at 27% of the estimated budget received by December 31, 2023.

This amount is low due to the timing of property tax revenue that is received in two installments, one in January and the other in June. Both of these payments are outside the scope for this review and therefore not included in year-to-date revenues. Property tax revenue is estimated to be over 4 million.

Sales Tax revenue is also low due to the timing of receipts. July and August 2023 sales tax remittances are accrued back to the prior year (FY 2022-23) leaving only 4 months of sales tax revenue reported during this period.

Considering the timing of both revenue sources, the revenue would be close to 50% and on target.

Expenditures

General Fund expenditures are for the core functions of the City. Administration, Police, Fire and Public Works are some of the departments budgeted here. Overall, the General Fund has 60% of the expenditure budget still available at mid-year.

There are three items that require a mid-year budget adjustment.

- Risk management (liability insurance) is coming in more than anticipated and a budget adjustment will be required to cover the next six months.
- Health insurance for Elected officials was under budgeted and will need a budget adjustment to cover through the end of the fiscal year.
- The Fire contract with Cal Fire was under budgeted due to 4th quarter considerations in the prior year. A budget adjustment will be needed to cover this contract.

FIRE CONTRACT			
2022-23	2023-24	2023-24	
Actuals	Budget	Budget revision	
894,822	1,084,662	1,181,993	Actual
1,063,992	1,084,662	1,249,807	Estimate
1,074,822	1,084,662	1,249,807	Estimate
1,574,965	1,084,662	1,249,807	Estimate
4,608,601	4,338,647	4,931,415	

DISTRICT TAX FUND

Revenues

Revenues for the District Sales Tax are right on track with our estimates.

Expenditures

District Tax expenditures are coming in less than budgeted. Most of the departmental expenses are on track except for Streets. There is a \$2 million allocation for road work that can only be completed the Highway 162 project is awarded and construction begins. All other budget savings are attributed to salary savings from vacant positions.

DEBT

The City completed a new bond issuance for Pension Obligation Bonds in November 2021. The bonds were issued for \$19.225 million dollars at a rate of 3.2%. This is not considered new debt as we already owed this liability, rather a transfer of debt from CalPERS to our bond holder, US Bank.

Balances at 12/31/23

Wells Fargo Pension Obligation Bonds 2	<u>\$ 17,980,000</u>
US Bank – Successor Agency Bonds	<u>\$ 9,885,000</u>

In summary, the City is on track to operate within the budget this fiscal year. As stated in previous presentations, expenses are growing at a faster rate than revenues. Rising expenditures will be a concern during the development of the 2024-25 budget. With that said, the City remains in a strong fiscal position with a healthy \$9 million in reserves.

FISCAL IMPACT

Budget Adjustments listed below to increase Council approved appropriations, there are no decreases requested.

RECOMMENDATION

Staff recommends the following budget adjustments:

Revenues

No budget adjustments requested.

Expenditures

- Increase to Risk Management in the General Fund, line item 100.1060.6090 to cover increased insurance costs. \$180,000
- Increase to the Elected Officials in the General Fund, line item 100.1070.5310 to cover health insurance costs. \$80,248
- Increase to Fire budget in the General Fund, line item 100.1150.6370 to cover a revision to the estimated cost of the Cal Fire contract. \$592,768

ATTACHMENTS

Budget worksheets



CITY OF OROVILLE
General Fund Revenues
July 1, 2023 through December 31, 2024

Department	Annual Budget	Year to Date Revenues	Budget Remaining	Percentage Remaining 50%
Administration	3,997	742	3,255	81%
Information Technology	42,645	21,111	21,534	50%
Finance	38,864	4,230	34,634	89%
Planning & Development Services	159,612	71,745	87,867	55%
Building	781,503	343,059	438,444	56%
Code Enforcement	314,228	220,392	93,836	30%
Police	399,137	245,159	153,978	39%
Fire	187,643	22,537	165,106	88%
Public Works	85,289	71,587	13,702	16%
Streets	597,835	270,556	327,279	55%
Vehicle Maintenance	813,601	180,584	633,017	78%
Parks & Trees	62,037	22,556	39,481	64%
General Government	17,049,044	4,138,468	12,910,576	76%
TOTALS	\$ 20,535,435	\$ 5,612,726	\$ 14,922,709	73%



CITY OF OROVILLE
General Fund Expenditures
July 1, 2023 through December 31, 2024

Department	Annual Budget	Year to Date Expenditures	Budget Remaining	Percentage Remaining 50%
City Administrator	315,019	120,632	194,387	62%
City Attorney	350,150	199,226	150,924	43%
City Clerk	154,437	68,325	86,112	56%
City Hall	213,074	51,383	161,691	76%
Human Resources	390,720	105,010	285,710	73%
Information Technology	632,329	209,603	422,726	67%
Risk Management	749,928	717,819	32,109	4%
Elected Officials	195,327	148,180	47,147	24%
Finance	975,276	459,554	515,722	53%
Planning & Development Services	910,872	408,736	502,136	55%
Building	1,257,279	486,083	771,196	61%
Police	6,322,011	2,686,699	3,635,312	58%
Fire	4,811,026	1,495,206	3,315,820	69%
Public Works	374,886	127,582	247,304	66%
Streets & Drainage	908,089	344,732	563,357	62%
Vehicle Maintenance	756,330	266,984	489,346	65%
Parks & Trees	1,147,687	346,361	801,326	70%
General Government	71,000	12,880	58,120	82%
TOTALS	\$ 20,535,440	\$ 8,254,995	\$ 12,280,445	60%



CITY OF OROVILLE
District Tax Fund
July 1, 2023 through December 31, 2024

Revenues	Annual Budget	Year to Date Revenues	Budget Remaining	Percentage Remaining 50%
Total Sales Tax Revenue	\$ 7,870,373	\$ 3,155,148	\$ 4,715,225	60%
Expenditures by Department	Annual Budget	Year to Date Expenditures	Budget Remaining	Percentage Remaining 50%
Planning	91,135	6,697	84,438	93%
Code Enforcement	973,979	385,544	588,435	60%
Police	2,882,422	809,491	2,072,931	72%
Fire	28,209	6,692	21,517	76%
Public Works	227,992	58,983	169,009	74%
Streets	2,708,568	256,800	2,451,768	91%
Parks & Trees	1,073,118	179,630	893,488	83%
General Government	3,850,000	1,925,000	1,925,000	50%
TOTALS	\$ 11,835,423	\$ 3,628,837	\$ 8,206,586	69%



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CHIEF OF POLICE

RE: PUBLIC HEARING REGARDING THE ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE RELATED TO THE ADDITION OF CHAPTER 9 SECTION 6.08.102(A) a DANGEROUS OR VICIOUS ANIMALS POLICY (SECOND READING)

DATE: JANUARY 16, 2024

SUMMARY

The Council will conduct a public hearing regarding the adoption of Ordinance NO. XXXX, an ordinance on dangerous and vicious animals for the Oroville Police Department and Northwest Society for the Prevention of Cruelty to Animals (NWSPCA)

DISCUSSION

On December 19, 2023 the Council received a report and asked for public input on the potential amendment of Chapter 9 of the Oroville Municipal Code, regarding dangerous or vicious animals. The Council provided input and waived the first reading of the proposed amendment and the date for a public hearing was scheduled. Staff has advertised this public hearing.

The Oroville Police Department currently contracts with the Northwest SPCA for animal control services for the City of Oroville (City). The SPCA relies upon the Oroville Municipal Code for the authority necessary to enforce animal control laws within the City limits of the City. The SPCA has made the City aware of the necessity to add additional authority to the Municipal code regarding dangerous and vicious animals. This proposed ordinance will help define potentially dangerous, dangerous, or vicious animals. This definition of the animal will allow the animal control officer to take the appropriate steps to ensure the safety of the community by either removing the animal from the custody of the owner or by requiring the animal to be removed from the City or better confined to ensure safety. Once an animal has been deemed potentially dangerous, dangerous, or vicious, a civil process will occur to determine the outcome for the animal.

The current code **does not** allow for the immediate removal and detention of the animal. The civil processes that currently exist do not allow for the confiscation of the animal if the owner is non compliant with the civil findings from the administrative hearing officer. Currently the Municipal Code has no real enforcement mechanism. This change is necessary to ensure compliance with Civil findings to protect the community from dangerous and vicious animals with irresponsible owners.

A copy of the proposed amendment and ordinance have been attached to this report for your review and consideration. This amendment has been reviewed by the SPCA and is presented with their input and support.

RECOMMENDATION

Waive the second reading and adopt by title only Ordinance No. XXXX – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADDING A DANGEROUS OR VICIOUS ANIMAL POLICY, AMENDING TITLE 6 TO INCLUDE CHAPTER 6.08.120(A) TO 6.08.129(D), DANGEROUS OR VICIOUS ANIMAL POLICY, FOR THE CITY OF OROVILLE

ATTACHMENTS

- A. Proposed Oroville Municipal code section 6.08.120(A) to 6.08-129(D)
- B. City of Oroville Ordinance adding section 6.08.120(A) to 6.08.129(D)

Chapter 6.08 DOGS

(All Content Displayed)

- 6.08.010 License.
- 6.08.020 Running at large prohibited—Exceptions.
- 6.08.030 Committing nuisances prohibited.
- 6.08.040 Nuisances defined.
- 6.08.050 Abatement of nuisance.
- 6.08.060 Penalties.
- 6.08.070 Impounding of dog.
- 6.08.080 Notice of impoundment.
- 6.08.090 Disposition of unredeemed dogs.
- 6.08.100 Enforcement of chapter.
- 6.08.110 Dog kennels prohibited—Exceptions.
- 6.08.120 ~~Vicious or ferocious dogs.~~ **DANGEROUS AND VICIOUS ANIMALS**
- 6.08.130 Confinement and restraint of dogs under 4 months of age.
- 6.08.140 Price for dogs sold—Policy.
- 6.08.150 Fees to be prescribed by resolution.

6.08.010 License.

A. Required—Application, Etc. It is unlawful for any person to own or keep any dog over the age of 4 months within the city without having first applied to the city finance department, not later than June 30th of each year, for a license to keep such dog, and without having obtained such license.

B. Vaccination Prerequisite to Issuance. No license shall be issued for a dog unless proof has been presented that the dog has been vaccinated against rabies at a date such that the period of time elapsing from the date of vaccination to the expiration of the registration being issued shall not exceed 30 months in the case of vaccination with chick embryo vaccine or 18 months in the case of vaccination with nerve tissue vaccine.

C. Issuance—Information to Be Shown on License. Upon the application for a dog license and the payment of the license fee as set forth in this chapter, the city finance department shall issue to the applicant a written license describing such dog. Such license shall contain the year for which it is issued, the sex of the dog, the number of the license and a statement that the license fee has been paid.

D. Tags to Be Issued With License—Affixing to Collar. At the time of issuance of the license required by this chapter, the finance department shall deliver to the

applicant a metal tag which shall have endorsed thereupon the year the license fee is paid and the number of the license. Such license tax shall be permanently affixed to a leather or other substantial collar and worn by such animal at all times.

E. Harboring Unlicensed Dogs—Failure to Produce License. It is unlawful for any person to harbor, keep or conceal any dog, within the city, upon which the license fee has not been paid and for which a written license has not been issued. It is unlawful for any person to refuse to produce a license certificate issued when called upon to do so by the chief of police, any police officer of the city, or the poundmaster of the city. (Code 1954 §§ 4.8, 4.10—4.13; Ord. 861 § 2; Ord. 1055 § 1; Ord. 1201 §§ 4, 5)

6.08.020 Running at large prohibited—Exceptions.

It is unlawful for any person owning, possessing or having the custody or control of a dog to allow or permit such dog, whether licensed or unlicensed, to be or run in or upon any public or private place or premises within the city other than those of the owner or custodian, except in the following instances:

A. Upon the private premises of another, by and with the consent of the owner of such private premises;

B. Upon a public street, sidewalk or way, while under the effective control of a person capable of controlling and who does maintain effective control of such dog at all times, to the end that such dog shall not be allowed to commit any act of nuisance. (Ord. 1050 § 1)

6.08.030 Committing nuisances prohibited.

No owner or person having the possession, custody or control of a dog within the city shall allow or permit such dog to commit a nuisance upon any public or any private property other than that of the owner or custodian or person who has accepted the custody or control of such dog; provided that this shall not apply to street gutters outside of pedestrian ways, it being the intent of this section that it shall be the duty of all persons having control of a dog to curb such dog. (Ord. 1050 § 2)

6.08.040 Nuisances defined.

The following specific acts and conditions committed by a dog are hereby declared to be unlawful and to constitute a public nuisance, and the owner or person having possession, custody or control of a dog committing any of the following shall be subject to the provisions hereof:

- A. Being in or upon any public or private school grounds, except when authorized by appropriate school officials;
- B. Annoying, harassing, nipping, mauling or biting any person or persons;
- C. If a female dog is in breedable condition, being within the city, except when confined in or upon the premises of its owner or custodian;
- D. Damaging or destroying any property or thing of value;
- E. Creating a disturbance in a neighborhood by howling, barking or making unusual noises;
- F. Committing excretion on property other than the property of its owner or custodian. (Ord. 1050 § 2)

6.08.050 Abatement of nuisance.

- A. When any condition prohibited herein is found to exist, the poundmaster, or authorized person, is authorized, except when such condition occurs on the owner's premises, to impound such dog in the city animal shelter and, subject to the prior approval of the city attorney, to institute abatement proceedings against the owner of such dog in the manner provided by law.
- B. If any such condition occurs on the owner's premises, the poundmaster, or other authorized person, is authorized, subject to the prior approval of the city attorney, to institute abatement proceedings against the owner of such dog in the manner provided by law.
- C. The remedy herein provided is nonexclusive and in addition to any other penalty provided for a violation of law. (Ord. 1050 § 2)

6.08.060 Penalties.

Any person violating any provisions of Sections 6.08.020 to 6.08.050 shall be guilty of an infraction punishable by a fine of not less than \$_____* for the first offense occurring during the license year defined in this chapter, of not less than \$_____* for a second offense during such license year, and of not less than \$_____* for a third or subsequent offense occurring in such license year. (Ord. 1050 § 2; Ord. 1102 § 2; Ord. 1201 § 6)

* See Master Fee Schedule for current amount.

6.08.070 Impounding of dog.

It shall be the duty of the poundmaster to impound all dogs caught running at large anywhere within the city contrary to the provisions of this chapter or upon which a license has not been paid or is not displayed as required by Section 6.08.010(D). (Code 1954 § 4.16)

6.08.080 Notice of impoundment.

Upon the taking up of any dog under Section 6.08.070, the poundmaster shall, within 24 hours of impoundment, post a notice of impoundment containing a description of such dog. Such notice shall be posted at the pound and also at the police station. (Code 1954 § 4.17)

6.08.090 Disposition of unredeemed dogs.

Unless called for and redeemed within the third day following impoundment, as provided by the preceding section, any dog taken up under the provisions of this chapter shall be disposed of by the poundmaster. (Code 1954 § 4.19)

6.08.100 Enforcement of chapter.

It shall be the duty of the chief of police, all police officers of the city and the poundmaster, under the direction of the chief of police to enforce this chapter. (Code 1954 § 4.20)

6.08.110 Dog kennels prohibited—Exceptions.

It is unlawful for any property owner to permit, maintain or keep more than 3 dogs over the age of 3 months, except under the provisions of Section 17.16.120. (Code 1954 § 4.21; Ord. 1273 § 1; Ord. 1625 § 1; Ord. 1750 § 2)

6.08.120 Vicious or ferocious dogs.

It is unlawful for any person to keep or to allow to remain within the city any dog of a known vicious or ferocious tendency or character, ~~unless such dog is muzzled at all times and on a leash, or is confined to a pen or other enclosure adequate to contain it.~~

6.08.120(A) Purpose

This chapter is intended to reduce the risk of attacks or bites by dogs and other animals.

6.08.120 (B) Definitions

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

A. The following circumstances shall be deemed to be “mitigations.” Mitigation shall be a factor in consideration of whether an animal is potentially dangerous, dangerous, or vicious but will be weighed with other circumstances in the making of that determination, including, but not limited to, circumstances such as the nature of the trespass, the age of the trespasser, and the training of the animal in the use of deadly force. Mitigation shall not be considered if the animal has been trained to attack in a manner which will violate any other provision of law.

B. A person is “peaceably and lawfully upon the private property of an owner or possessor of the animal” when he or she is on such property in the performance of any duty imposed upon him or her by the laws of this State or any city or county, or by the

laws or postal regulations of the United States, or when he or she is on such property upon invitation, expressed or implied.

C. "Proper enclosure of a dangerous animal" means that a dangerous animal shall be securely and humanely confined on the owner's property:

1. Within a fence line or structure suitable to prevent the entry of young children, and which is suitable to confine a dangerous animal in conjunction with other measures which shall be taken by the owner or keeper of the animal, such as keeping the animal held securely on a chain. The enclosure shall be designed in order to prevent the animal from escaping; or

2. In an enclosed and locked (with a key or combination lock) pen or structure, suitable to prevent the animal from escaping or the entry of unauthorized persons. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. All sides must be embedded into the ground no less than two (2' 0") feet unless the bottom is adequately secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five (5' 0") feet by ten (10' 0") feet, and not less than six (6' 0") feet high.

D. "Severe injury" means any physical injury to a human being or other animal that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.

E. "When unprovoked" means that the person who has suffered the injury has not caused nor been a party to any act of teasing, tormenting, abusing, or assaulting the animal, which act of teasing, tormenting, abusing, or assaulting resulted in the animal inflicting injury on that person.

6.08.121 Investigation, confinement, seizures and impoundment.

A. Whenever an animal suspected of being dangerous or vicious is reported, an Animal Control Officer shall investigate the circumstances and if he or she finds that the animal shows a propensity to attack, bite, scratch, or harass people or other animals without provocation, or displays any other such behavior, he or she shall notify the owner in writing, stating all the facts and circumstances. An Animal Control Officer may order that the animal be kept within a substantial enclosure, securely leashed or otherwise controlled.

B. If the Animal Control Officer has probable cause to believe an animal may be designated as “dangerous” or “vicious” under this title, the owner is unwilling or unable to properly contain and/or control the animal immediately, and the animal poses an immediate threat to the safety of persons or domestic animals, the animal can be seized, pending the outcome of hearing or appeal; or during the period of time the owner requires to comply with any requirements imposed hereunder, the animal shall be kept at the animal shelter facility at the owner’s expense.

C. The animal’s owner shall be charged for all costs incurred or fees applicable with respect to such impoundment unless a finding is made that the animal is not potentially dangerous or vicious, or not subject to destruction. An animal held under the provisions of this section shall not be released until the owner pays all charges as specified in OMC Sections 6.08.120(A) through 6.08.122. If the owner refuses to pay such charges, the animal shall be treated as unredeemed by the owner, and disposed of pursuant to OMC Section 6.08.125. Disposal of the animal does not release the owner from his or her responsibility to pay the keeping charges.

6.08.122 Dangerous animals.

A. Any animal, except a dog assisting a peace officer engaged in law enforcement duties, which demonstrates any of the following behavior, is presumed dangerous:

1. Any animal that chases or approaches any person or domestic animal, anywhere other than on the property of the owner or custodian, in a menacing fashion or apparent attitude of attack, including, but not limited to, behavior such as growling or snarling;
2. Any animal which, when unprovoked, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the animal are off the property of the owner or keeper of the animal;
3. Any animal which, when unprovoked, bites a person causing a less severe injury than as defined in OMC Section 6.08.120 (B) (D);
4. Any animal which, when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking any other animal off the property of the owner or keeper of the animal.

B. An Animal Control Officer may issue a notice designating an animal exhibiting the aforementioned characteristics as dangerous and may recommend that the animal’s owner take certain actions to prevent future injury by the animal, notwithstanding

exceptions as provided for in Section 31626 of the Food and Agriculture Code. Such designation shall be subject to a hearing as provided for in OMC Section 6.08.125.

6.08.123 Vicious animals.

Any animal, except a dog assisting a peace officer engaged in law enforcement duties, which demonstrates any of the following behavior, is presumed vicious:

- A. Any animal which, when unprovoked, in an aggressive manner, inflicts severe injury on or kills a human being, in a place where such person is conducting himself or herself peacefully and lawfully;
- B. An animal which has been trained to fight or which is owned or harbored for this purpose;
- C. Any animal previously determined to be and currently listed as a dangerous animal which, after its owner or keeper has been notified of this determination, continues the behavior described in OMC Section 6.08.122 or this section, or is maintained in violation of OMC Section 6.08.120(A).

6.08.124 Destruction of vicious animal.

After the notice and hearing provided for in OMC Section 6.08.125, Animal Control may further find, in writing with supporting reasons, that an animal is so vicious, or that other special circumstances exist, such that maintaining the animal poses a substantial threat to public health and safety. Ten (10) days after mailing notice of a finding under this section, Animal Control may dispose of any vicious animal by humanely destroying it by injection.

6.08.125 Determination of potentially dangerous or vicious animal – Hearing.

A. An animal which exhibits any behavior described in OMC Sections 6.08.122 through 6.08.123, inclusive, may be determined to be a dangerous or vicious animal. The status shall be established after a hearing as hereinafter provided. Proceedings may be instituted by:

1. Observation by an Animal Control Officer;
2. A complaint sworn by a person or persons who observed the behavior complained of.

B. Hearings for classification as “dangerous” or “vicious” shall be conducted as follows:

1. The owner shall be given written notice, by first class mail with return receipt requested, or personal service, of the facts which are the bases of the complaint and notice of a hearing. The owner shall be notified of the restrictions which will apply to the animal if it is classified as a dangerous or vicious animal.
2. The owner may waive his or her right to a hearing by filing a written waiver with Animal Control, whereupon Animal Control shall make the findings and apply the sanctions provided in this title.
3. Any hearing shall be set not less than five (5) business days nor more than ten (10) business days after the notice was mailed to the owner by first class return receipt mail or the owner was personally served, unless the animal has been seized, in which case the hearing must be conducted not later than ten (10) business days after the seizure.
4. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed, and an appropriate order shall be issued.
5. The hearing shall be conducted before a hearing officer. The appointment of the hearing officer shall be by the City Attorney. Any person designated to serve as a hearing officer is subject to disqualification for bias, prejudice, interest, or for any other reason for which a judge may be disqualified in a court of law. The City Attorney shall promulgate rules and procedures as are necessary to establish a list of qualified persons who are capable of acting on behalf of the City of Oroville as hearing officers and for the disqualification of hearing officers.
6. The hearing officer may continue hearings, based on good cause, as established by one (1) of the parties to the hearing or if the hearing officer independently determines that due process has not been adequately afforded.
7. The hearing officer shall consider all relevant evidence presented at the hearing. The formal rules of evidence shall not apply. The hearing officer shall also consider circumstances of mitigation, as well as the owner’s and animal’s history. If the hearing is held as a result of a sworn complaint, at least one (1) of the complainants shall appear and testify at the hearing or the complaint shall be dismissed.

8. After the hearing, the owner or keeper of the animal shall be notified in writing of the determination and orders issued, either personally or by first class return receipt mail. The hearing officer shall make a written determination within fifteen (15) days after the hearing is concluded, unless the animal has been seized, in which case the determination shall be made in seven (7) days. The decision of the hearing officer shall be final. The complainant, if any, shall be provided with a copy of the determination of the hearing officer.

9. Within five (5) days of the receipt of the notice of determination, either the City or the owner or keeper of the animal may appeal the decision of the hearing officer to the superior court having jurisdiction over the matter. The party appealing the determination shall serve personally or by first class return receipt mail, notice of the appeal on the other party. Any such appeal shall be by trial *de novo*.

10. The determination of the court hearing the appeal shall be final and conclusive upon all parties.

C. If an animal is determined to be vicious, the animal shall be immediately removed from corporate limits of the City. If an animal is designated "dangerous," the following sanctions shall be applied:

1. Reserved.

2. A dangerous animal shall be securely confined in an enclosure as described in OMC Section 6.08.120 (b) or in the dwelling while on the owner's or custodian's property. The owner shall conspicuously display signs with a symbol warning of the presence of a dangerous animal.

3. While off the owner's premises, a dangerous animal shall at all times be restrained by a substantial chain or leash not exceeding three (3' 0") feet in length, be capable of restraining four (4) times the weight of the animal, and held by and under the control of a responsible adult.

4. All dangerous animals shall be properly licensed, microchipped and vaccinated. In addition, the City shall license the animal as a "Dangerous Animal" and place the information in the licensing records of such animal, and the owner shall pay a thirty-six (36) month dangerous animal licensing fee. The fee shall be established from time to time by resolution of the City Council.

5. A dangerous dog shall be spayed or neutered, at the owner's expense, within thirty (30) days of a dangerous animal determination.

6. An Animal Control Supervisor and/or designee is authorized to make whatever inspections he or she deems necessary to ensure compliance with these provisions.

7. The animal must be securely muzzled while off the owner's property at all times. The muzzle must be constructed to allow normal respiration but impossible for the animal to remove without human assistance.

8. The owner of the animal shall enroll the animal in an obedience class that addresses the animal's behavior. The course must be no less than eight (8) weeks and must be provided through a certified trainer. Proof of successful completion must be provided to Animal Control by the animal owner immediately following completion of the class. The owner of the animal shall be responsible for all fees and charges to attend the class.

9. The owner of the animal shall complete a "dangerous animal permit" application and pay in full the permit fee. The fee is established by resolution of City Council.

10. The owner shall obtain and provide evidence of a public liability insurance policy from an insurer licensed to practice in the State of California, in a single incident amount of not less than One Hundred Thousand and no/100^{ths} (\$100,000.00) Dollars, for injury or death of any person or persons, or loss or damage to any property caused by or resulting from any act of the animal. The Chief of Police shall be notified in writing at least ten (10) days prior to the cancellation or renewal of the policy.

D. Failure to maintain any animal found to be dangerous consistent with the provision of this section shall constitute a misdemeanor, punishable as set forth in OMC Section 6.08.120 (b)

6.08.126 Time limit to meet requirements.

All requirements for owners of dangerous animals must be satisfied within thirty (30) days of issuing a notice of designation as set forth in OMC Section 6.08.122 (B), unless otherwise specified, in the permit. Satisfactory proof of compliance must be provided to Animal Control. If all requirements for owners of dangerous animals are not satisfied within thirty (30) days of the notice of designation, or the owner is unable or unwilling to implement them, the animal shall be humanely euthanized either by an

Animal Control Officer or by a licensed veterinarian. Proof of euthanasia shall be provided to an Animal Control Officer within three (3) days of its occurrence. [Ord. 4-2013 §6, eff. 4-12-2013; Ord. 7-2009 §3, eff. 5-1-2009; Ord. 48-2008 §3, eff. 11-7-2008]

6.08.127 Dogs to be kept under control at all times.

Even if the owner is in compliance with the regulations for keeping such a dangerous animal, if such animal attacks, bites, causes injury, or otherwise threatens the safety of a human being or domestic animal, then such animal shall be immediately impounded at the animal shelter and be subject to destruction.

6.08.128 Impoundment authorized.

If upon receiving written notification the owner fails to restrain or control a dangerous animal, as ordered, the owner is in violation of this title and an Animal Control Officer is empowered to seize and impound or destroy the animal.

6.08.129 Compliance required – Violation.

Failure of any owner to comply with the provisions of this chapter relating to the keeping, harboring, owning, possessing, or controlling of any dangerous or vicious animals shall constitute a misdemeanor.

6.08.129 (A) Exception.

Nothing in this chapter shall limit the right of any person or officer to take any proceedings against a dangerous or vicious animal or the owner thereof otherwise permitted or provided by State law.

6.08.129 (B) Restriction on future ownership.

A. Any person who owns, possesses, keeps or harbors an animal determined to be dangerous or vicious pursuant to this title may, after opportunity for hearing and a finding of good cause by an Animal Control Officer, be subject to restrictions on the ownership of other animals of the species for a period of five (5) years after the original determination of dangerous.

B. At least fifteen (15) days prior to imposition of restrictions, an Animal Control Officer shall mail or otherwise deliver to the person on whom restrictions are proposed a notice containing a statement of the reasons supporting the imposition of restrictions and specifying the proposed restrictions and notice of the person's right to request, in writing within five (5) days of receipt of the notice, a hearing before the

hearing officer as to the existence of good cause for imposition of restrictions. If a hearing is requested, the City shall mail or otherwise deliver to the requesting party notice of the time and place of the hearing. If, after the hearing, the hearing officer determines that good cause for restrictions exists, he or she shall impose the specific restrictions within ten (10) days after mailing notice of the decision. If no hearing is requested, the Animal Control Officer shall impose restrictions within fifteen (15) days of the original notice.

6.08.129 (C) Removal of designation.

A. If there are no additional instances of the behavior described in OMC Section 6.08.122 or 6.08.123 within a thirty-six (36) month period from the date of designation as a dangerous animal, the animal shall be removed from the list of dangerous animals.

B. The owner of a dangerous animal shall notify Animal Control immediately if said animal is loose, unconfined, has attacked another animal or human being, or has died or if moved to a new location within the corporate limits of the City of Oroville for purposes of re-inspection of the animal's enclosure.

C. A dangerous animal shall not be sold, bartered, given away, or placed in a new home without prior notification of and approval by Animal Control. Any new owner must comply with the requirements of this section. If the animal in question dies, or is sold, transferred, or permanently removed from the city where the owner or keeper resides, the owner of the dangerous animal shall notify Animal Control of the changed condition and new location of the animal in writing within two (2) business days.

6.08.129 (D) Permit for dangerous animal required.

Upon receipt of a permit application to keep a dangerous animal, an Animal Control Officer may investigate the application and, after permit fees have been paid, may grant a City permit if, in his or her discretion, he or she finds the following conditions are satisfied:

A. All aspects of OMC Section 6.08.127 have been met;

B. The animal will not create any detriment or danger to the peace, health, or safety of the people in the vicinity of the location the animal will be kept;

C. Possession and maintenance of the animal at the location has not resulted in and is not likely to result in an animal being subjected to neglect, suffering, cruelty, or abuse;

D. The location where the animal is possessed or maintained is kept clean and sanitary, and the animal is provided with proper and adequate food, water, ventilation, housing, and care at all times;

E. Neither the applicant, owners, nor the possessor of the animal has had a City dangerous animal permit or any other license required under this title revoked, or been convicted of a violation of this title or any law regulating animals within three (3) years;

F. The animal shall not be possessed nor maintained at any other location than that expressed on the permit.

6.08.130 Confinement and restraint of dogs under 4 months of age.

All dogs under 4 months of age shall be confined to the premises of, or kept under physical restraint by, the

owner, keeper or harbinger. Nothing in this chapter shall be construed to prevent the sale or transportation of a puppy 4 months old or younger. (Ord. 929 § 1)

6.08.140 Price for dogs sold—Policy.

The price for which dogs are to be sold in accordance with the foregoing provisions herein shall be as set forth and established per the policy of the city administrator. (Ord. 1073 § 5)

6.08.150 Fees to be prescribed by resolution.

It is further ordained that the fees for the licensing, care and control of animals shall be prescribed by city resolution. (Ord. 1102 § 3)

**CITY OF OROVILLE
ORDINANCE NO. 1875**

**AN ORDINANCE ADDING SECTION 6.08.120(A) TO THE OROVILLE MUNICIPAL CODE
RELATING TO DANGEROUS OR VICIOUS ANIMALS**

SECTION 1. Findings. The City Council of the City of Oroville finds:

- A. The City of Oroville contracts with the Northwest for animal control services, these services are facilitate through the Oroville Police Department.
- B. The Oroville City Council sets policy through the adoption of ordinances to amend the Municipal Code for the City of Oroville, at a regular meeting held pursuant to open meeting laws.
- C. The City Council is the governing body of a City. The City Council sets laws, rules, guidelines, responsibilities, restrictions, penalties and consequences for animal ownership to ensure the safety of all community members.
- D. The proposed Dangerous or Vicious animal policy enacted by this Ordinance will be maintained by the Oroville Police Department.
- E. The proposed Dangerous or Vicious animal policy enacted by this Ordinance will be published prior to enactment and will be reviewed as necessary by the City Council.

SECTION 2. Chapter 6.08.120(A) of the Oroville Municipal Code is added to read as follows:

Chapter 6.08.120(A)
“Dangerous or Vicious Animals” ORDINANCE

Sections:

- 6.08.120(A) Purpose
- 6.08.120(B) Definitions
- 6.08.121 Investigation, confinement, seizures and impoundment
- 6.02.122 Dangerous animals
- 6.08.123 Vicious animals
- 6.08.124 Destruction of vicious animal
- 6.08.125 Determination of potentially dangerous or vicious animal - Hearing
- 6.08.126 Time limit to meet requirements
- 6.08.127 Dogs to be kept under control at all times
- 6.08.128 Impoundment authorized
- 6.08.129 Compliance required – Violation
- 6.08.129 (A) Exception
- 6.08.129 (B) Restriction on future ownership
- 6.08.129 (C) Removal of designation
- 6.08.129 (D) Permit for dangerous animals required

6.08.120(A) Purpose

This chapter is intended to reduce the risk of attacks or bites by dogs and other animals.

6.08.120 (B) Definitions

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

A. The following circumstances shall be deemed to be “mitigations.” Mitigation shall be a factor in consideration of whether an animal is potentially dangerous, dangerous, or vicious but will be weighed with other circumstances in the making of that determination, including, but not limited to, circumstances such as the nature of the trespass, the age of the trespasser, and the training of the animal in the use of deadly force. Mitigation shall not be considered if the animal has been trained to attack in a manner which will violate any other provision of law.

B. A person is “peaceably and lawfully upon the private property of an owner or possessor of the animal” when he or she is on such property in the performance of any duty imposed upon him or her by the laws of this State or any city or county, or by the laws or postal regulations of the United States, or when he or she is on such property upon invitation, expressed or implied.

C. “Proper enclosure of a dangerous animal” means that a dangerous animal shall be securely and humanely confined on the owner’s property:

1. Within a fence line or structure suitable to prevent the entry of young children, and which is suitable to confine a dangerous animal in conjunction with other measures which shall be taken by the owner or keeper of the animal, such as keeping the animal held securely on a chain. The enclosure shall be designed in order to prevent the animal from escaping; or

2. In an enclosed and locked (with a key or combination lock) pen or structure, suitable to prevent the animal from escaping or the entry of unauthorized persons. The pen or structure shall have secure sides and a secure top which protects the animal from the elements. All sides must be embedded into the ground no less than two (2' 0") feet unless the bottom is adequately secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than five (5' 0") feet by ten (10' 0") feet, and not less than six (6' 0") feet high.

D. “Severe injury” means any physical injury to a human being or other animal that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.

E. "When unprovoked" means that the person who has suffered the injury has not caused nor been a party to any act of teasing, tormenting, abusing, or assaulting the animal, which act of teasing, tormenting, abusing, or assaulting resulted in the animal inflicting injury on that person.

6.08.121 Investigation, confinement, seizures and impoundment.

A. Whenever an animal suspected of being dangerous or vicious is reported, an Animal Control Officer shall investigate the circumstances and if he or she finds that the animal shows a propensity to attack, bite, scratch, or harass people or other animals without provocation, or displays any other such behavior, he or she shall notify the owner in writing, stating all the facts and circumstances. An Animal Control Officer may order that the animal be kept within a substantial enclosure, securely leashed or otherwise controlled.

B. If the Animal Control Officer has probable cause to believe an animal may be designated as "dangerous" or "vicious" under this title, the owner is unwilling or unable to properly contain and/or control the animal immediately, and the animal poses an immediate threat to the safety of persons or domestic animals, the animal can be seized, pending the outcome of hearing or appeal; or during the period of time the owner requires to comply with any requirements imposed hereunder, the animal shall be kept at the animal shelter facility at the owner's expense.

C. The animal's owner shall be charged for all costs incurred or fees applicable with respect to such impoundment unless a finding is made that the animal is not potentially dangerous or vicious, or not subject to destruction. An animal held under the provisions of this section shall not be released until the owner pays all charges as specified in OMC Sections 6.08.120(A) through 6.08.122. If the owner refuses to pay such charges, the animal shall be treated as unredeemed by the owner, and disposed of pursuant to OMC Section 6.08.125. Disposal of the animal does not release the owner from his or her responsibility to pay the keeping charges.

6.08.122 Dangerous animals.

A. Any animal, except a dog assisting a peace officer engaged in law enforcement duties, which demonstrates any of the following behavior, is presumed dangerous:

1. Any animal that chases or approaches any person or domestic animal, anywhere other than on the property of the owner or custodian, in a menacing fashion or apparent attitude of attack, including, but not limited to, behavior such as growling or snarling;

2. Any animal which, when unprovoked, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the animal are off the property of the owner or keeper of the animal;
3. Any animal which, when unprovoked, bites a person causing a less severe injury than as defined in OMC Section 6.08.120 (B) (D);
4. Any animal which, when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking any other animal off the property of the owner or keeper of the animal.

B. An Animal Control Officer may issue a notice designating an animal exhibiting the aforementioned characteristics as dangerous and may recommend that the animal's owner take certain actions to prevent future injury by the animal, notwithstanding exceptions as provided for in Section 31626 of the Food and Agriculture Code. Such designation shall be subject to a hearing as provided for in OMC Section 6.08.125.

6.08.123 Vicious animals.

Any animal, except a dog assisting a peace officer engaged in law enforcement duties, which demonstrates any of the following behavior, is presumed vicious:

- A. Any animal which, when unprovoked, in an aggressive manner, inflicts severe injury on or kills a human being, in a place where such person is conducting himself or herself peacefully and lawfully;
- B. An animal which has been trained to fight or which is owned or harbored for this purpose;
- C. Any animal previously determined to be and currently listed as a dangerous animal which, after its owner or keeper has been notified of this determination, continues the behavior described in OMC Section 6.08.122 or this section, or is maintained in violation of OMC Section 6.08.120(A).

6.08.124 Destruction of vicious animal.

After the notice and hearing provided for in OMC Section 6.08.125, Animal Control may further find, in writing with supporting reasons, that an animal is so vicious, or that other special circumstances exist, such that maintaining the animal poses a substantial threat to public health and safety. Ten (10) days after mailing notice of a finding under this section, Animal Control may dispose of any vicious animal by humanely destroying it by injection.

6.08.125 Determination of potentially dangerous or vicious animal – Hearing.

A. An animal which exhibits any behavior described in OMC Sections 6.08.122 through 6.08.123, inclusive, may be determined to be a dangerous or vicious animal. The status shall be established after a hearing as hereinafter provided. Proceedings may be instituted by:

1. Observation by an Animal Control Officer;
2. A complaint sworn by a person or persons who observed the behavior complained of.

B. Hearings for classification as “dangerous” or “vicious” shall be conducted as follows:

1. The owner shall be given written notice, by first class mail with return receipt requested, or personal service, of the facts which are the bases of the complaint and notice of a hearing. The owner shall be notified of the restrictions which will apply to the animal if it is classified as a dangerous or vicious animal.
2. The owner may waive his or her right to a hearing by filing a written waiver with Animal Control, whereupon Animal Control shall make the findings and apply the sanctions provided in this title.
3. Any hearing shall be set not less than five (5) business days nor more than ten (10) business days after the notice was mailed to the owner by first class return receipt mail or the owner was personally served, unless the animal has been seized, in which case the hearing must be conducted not later than ten (10) business days after the seizure.
4. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed, and an appropriate order shall be issued.
5. The hearing shall be conducted before a hearing officer. The appointment of the hearing officer shall be by the City Attorney. Any person designated to serve as a hearing officer is subject to disqualification for bias, prejudice, interest, or for any other reason for which a judge may be disqualified in a court of law. The City Attorney shall promulgate rules and procedures as are necessary to establish a list of qualified persons who are capable of acting on behalf of the City of Oroville as hearing officers and for the disqualification of hearing officers.
6. The hearing officer may continue hearings, based on good cause, as established by one (1) of the parties to the hearing or if the hearing officer independently determines that due process has not been adequately afforded.
7. The hearing officer shall consider all relevant evidence presented at the hearing. The formal rules of evidence shall not apply. The hearing officer shall also consider

circumstances of mitigation, as well as the owner's and animal's history. If the hearing is held as a result of a sworn complaint, at least one (1) of the complainants shall appear and testify at the hearing or the complaint shall be dismissed.

8. After the hearing, the owner or keeper of the animal shall be notified in writing of the determination and orders issued, either personally or by first class return receipt mail. The hearing officer shall make a written determination within fifteen (15) days after the hearing is concluded, unless the animal has been seized, in which case the determination shall be made in seven (7) days. The decision of the hearing officer shall be final. The complainant, if any, shall be provided with a copy of the determination of the hearing officer.

9. Within five (5) days of the receipt of the notice of determination, either the City or the owner or keeper of the animal may appeal the decision of the hearing officer to the superior court having jurisdiction over the matter. The party appealing the determination shall serve personally or by first class return receipt mail, notice of the appeal on the other party. Any such appeal shall be by trial *de novo*.

10. The determination of the court hearing the appeal shall be final and conclusive upon all parties.

C. If an animal is determined to be vicious, the animal shall be immediately removed from corporate limits of the City. If an animal is designated "dangerous," the following sanctions shall be applied:

1. Reserved.

2. A dangerous animal shall be securely confined in an enclosure as described in OMC Section 6.08.120 (b) or in the dwelling while on the owner's or custodian's property. The owner shall conspicuously display signs with a symbol warning of the presence of a dangerous animal.

3. While off the owner's premises, a dangerous animal shall at all times be restrained by a substantial chain or leash not exceeding three (3' 0") feet in length, be capable of restraining four (4) times the weight of the animal, and held by and under the control of a responsible adult.

4. All dangerous animals shall be properly licensed, microchipped and vaccinated. In addition, the City shall license the animal as a "Dangerous Animal" and place the information in the licensing records of such animal, and the owner shall pay a thirty-six (36) month dangerous animal licensing fee. The fee shall be established from time to time by resolution of the City Council.

5. A dangerous dog shall be spayed or neutered, at the owner's expense, within thirty (30) days of a dangerous animal determination.
6. An Animal Control Supervisor and/or designee is authorized to make whatever inspections he or she deems necessary to ensure compliance with these provisions.
7. The animal must be securely muzzled while off the owner's property at all times. The muzzle must be constructed to allow normal respiration but impossible for the animal to remove without human assistance.
8. The owner of the animal shall enroll the animal in an obedience class that addresses the animal's behavior. The course must be no less than eight (8) weeks and must be provided through a certified trainer. Proof of successful completion must be provided to Animal Control by the animal owner immediately following completion of the class. The owner of the animal shall be responsible for all fees and charges to attend the class.
9. The owner of the animal shall complete a "dangerous animal permit" application and pay in full the permit fee. The fee is established by resolution of City Council.
10. The owner shall obtain and provide evidence of a public liability insurance policy from an insurer licensed to practice in the State of California, in a single incident amount of not less than One Hundred Thousand and no/100^{ths} (\$100,000.00) Dollars, for injury or death of any person or persons, or loss or damage to any property caused by or resulting from any act of the animal. The Chief of Police shall be notified in writing at least ten (10) days prior to the cancellation or renewal of the policy.

D. Failure to maintain any animal found to be dangerous consistent with the provision of this section shall constitute a misdemeanor, punishable as set forth in OMC Section 6.08.120 (b)

6.08.126 Time limit to meet requirements.

All requirements for owners of dangerous animals must be satisfied within thirty (30) days of issuing a notice of designation as set forth in OMC Section 6.08.122 (B), unless otherwise specified, in the permit. Satisfactory proof of compliance must be provided to Animal Control. If all requirements for owners of dangerous animals are not satisfied within thirty (30) days of the notice of designation, or the owner is unable or unwilling to implement them, the animal shall be humanely euthanized either by an Animal Control Officer or by a licensed veterinarian. Proof of euthanasia shall be provided to an Animal Control Officer within three (3) days of its occurrence. [Ord. 4-2013 §6, eff. 4-12-2013; Ord. 7-2009 §3, eff. 5-1-2009; Ord. 48-2008 §3, eff. 11-7-2008]

6.08.127 Dogs to be kept under control at all times.

Even if the owner is in compliance with the regulations for keeping such a dangerous animal, if such animal attacks, bites, causes injury, or otherwise threatens the safety of a human being or domestic animal, then such animal shall be immediately impounded at the animal shelter and be subject to destruction.

6.08.128 Impoundment authorized.

If upon receiving written notification the owner fails to restrain or control a dangerous animal, as ordered, the owner is in violation of this title and an Animal Control Officer is empowered to seize and impound or destroy the animal.

6.08.129 Compliance required – Violation.

Failure of any owner to comply with the provisions of this chapter relating to the keeping, harboring, owning, possessing, or controlling of any dangerous or vicious animals shall constitute a misdemeanor.

6.08.129 (A) Exception.

Nothing in this chapter shall limit the right of any person or officer to take any proceedings against a dangerous or vicious animal or the owner thereof otherwise permitted or provided by State law.

6.08.129 (B) Restriction on future ownership.

A. Any person who owns, possesses, keeps or harbors an animal determined to be dangerous or vicious pursuant to this title may, after opportunity for hearing and a finding of good cause by an Animal Control Officer, be subject to restrictions on the ownership of other animals of the species for a period of five (5) years after the original determination of dangerous.

B. At least fifteen (15) days prior to imposition of restrictions, an Animal Control Officer shall mail or otherwise deliver to the person on whom restrictions are proposed a notice containing a statement of the reasons supporting the imposition of restrictions and specifying the proposed restrictions and notice of the person's right to request, in writing within five (5) days of receipt of the notice, a hearing before the hearing officer as to the existence of good cause for imposition of restrictions. If a hearing is requested, the City shall mail or otherwise deliver to the requesting party notice of the time and place of the hearing. If, after the hearing, the hearing officer determines that good cause for restrictions exists, he or she shall impose the specific restrictions within ten (10) days after mailing notice of the decision. If no hearing is requested, the Animal Control Officer shall impose restrictions within fifteen (15) days of the original notice.

6.08.129 (C) Removal of designation.

A. If there are no additional instances of the behavior described in OMC Section 6.08.122 or 6.08.123 within a thirty-six (36) month period from the date of designation as a dangerous animal, the animal shall be removed from the list of dangerous animals.

B. The owner of a dangerous animal shall notify Animal Control immediately if said animal is loose, unconfined, has attacked another animal or human being, or has died or if moved to a new location within the corporate limits of the City of Oroville for purposes of re-inspection of the animal's enclosure.

C. A dangerous animal shall not be sold, bartered, given away, or placed in a new home without prior notification of and approval by Animal Control. Any new owner must comply with the requirements of this section. If the animal in question dies, or is sold, transferred, or permanently removed from the city where the owner or keeper resides, the owner of the dangerous animal shall notify Animal Control of the changed condition and new location of the animal in writing within two (2) business days.

6.08.129 (D) Permit for dangerous animal required.

Upon receipt of a permit application to keep a dangerous animal, an Animal Control Officer may investigate the application and, after permit fees have been paid, may grant a City permit if, in his or her discretion, he or she finds the following conditions are satisfied:

A. All aspects of OMC Section 6.08.127 have been met;

B. The animal will not create any detriment or danger to the peace, health, or safety of the people in the vicinity of the location the animal will be kept;

C. Possession and maintenance of the animal at the location has not resulted in and is not likely to result in an animal being subjected to neglect, suffering, cruelty, or abuse;

D. The location where the animal is possessed or maintained is kept clean and sanitary, and the animal is provided with proper and adequate food, water, ventilation, housing, and care at all times;

E. Neither the applicant, owners, nor the possessor of the animal has had a City dangerous animal permit or any other license required under this title revoked, or been convicted of a violation of this title or any law regulating animals within three (3) years;

F. The animal shall not be possessed nor maintained at any other location than that expressed on the permit.

SECTION 3. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the City of Oroville along with the names of the members of the City Council of Oroville voting for and against same.

PASSED AND ADOPTED BY THE City Council of the City of Oroville, County of Butte, State of California, on this 5th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Pittman, Mayor
ATTEST:

Brian Ring, City Clerk

APPROVED AS TO FORM:

Scott E. Huber, City Attorney



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR, LARK MCNEILL, INTERWEST PLANNING GROUP

RE: FIRST READING OF AN AMENDMENT OF OROVILLE MUNICIPAL CODE SECTION 17.16.150 – MOBILE FOOD VENDING

DATE: January 16, 2024

SUMMARY

The City Council will consider amending Municipal Code Section 17.16.150 (“Mobile Food Vending”) to set development standards for multiple food vendors at one location. The Planning Commission recommended approval of these modifications at its regular meeting of November 16, 2023 after consideration of the staff report, Planning Commissioner comments, and public comment. If approved by the City Council, the City Council will hold a second hearing to formally adopt the ordinance amending Municipal Code Section 17.16.150.

DISCUSSION

Section 17.16.150 regulates mobile food vendors, and currently provides little regulation of these uses. Staff initiated ordinance changes to regulate more than one mobile food vendor (MFV) at one location at one time after receiving a few inquiries to have more than one MFV on one property at the same time. Staff proposes calling this land use “mobile food vendor village” (MFVV). The intent of is to allow the city to regulate more than one MFV at a time on private property as a business similar to restaurants in buildings, to protect adjacent private property and to ensure that these uses do not generate litter, create unsafe traffic patterns, and create a need for additional law enforcement.

MFVVs are popular in other California communities, and if properly managed, can inject new energy into neighborhoods where they are located. MFVVs can become very popular monthly events, with multiple mobile food vendors and live music at one location. MFVs and MFVVs offer a quick and easy way to earn modest revenue on a property with little effort or expenditure by the property owner.

The Planning Commission held a workshop on the proposed amendments to 17.16.150 on September 28, 2023. Issues raised during the September 28, 2023, Planning Commission workshop included comments from the Planning Commissioners and Scott Bullard, an applicant for a Mobile Food Truck.

The commissioners raised the following issues regarding MFVV in Oroville:

1. Unfair business advantage to property owners with MFVV on their property, they don't pay property taxes on the restaurant use on their property. Property owners with constructed restaurants must pay property taxes on the property including structures,

as well as paying water, sewer, and storm water runoff fees charged by the sewer and water purveyor. This is a fact that cannot be mitigated. The draft ordinance does not permit a MFVV to be created in the downtown area.

2. How to control MFVV clients' access to the MFVV site. The proposed modifications include development standards including the use of sawhorse or other temporary barriers to direct traffic into one point of ingress/egress to each MFVV on undeveloped sites. Traffic ingress and egress on existing developed properties is already controlled by curb, gutter, sidewalks, landscaping and driveways. *The Commission modified staff's recommendation to allow the Zoning Administrator to require temporary barriers on a case-by-case basis dependent on the proposed location for the MFVV.*
3. How many MFV would be allowed at each site. The Commission chose not to make a recommendation as to whether a limit should be set on the number of MFVs for each permitted site.
4. Limiting business hours. The draft ordinance limits a MFVV to operating between 6 a.m. and 10 p.m. The current ordinance limits MFV to operating between 7 a.m. and 10 p.m.
5. Concentration of MFVV. The Commission did not voice interest in limiting the concentration of MFVV in the city limits, so staff removed this from the original proposed modifications.

Scott Bullard submitted two letters dated October 18 and November 7, 2023, commenting on the draft amendments to Municipal Code 17.16.150. Staff reviewed both letters and incorporated changes to the ordinance where the changes were in the best interests of the community. Staff did not recommend changing the number of mobile food vendors meeting the definition of MFVV due to the need for consistency in the number of mobile food vendors at one location, and to lessen ambiguity for code enforcement staff. Staff strongly believes that any definition of mobile food vendors other than "more than one mobile food vendor at the same location at one time" will make code enforcement difficult. The proposed regulations place modest responsibilities on the property owner of an approved MFVV site to maintain the property in a clean and sanitary manner.

The ordinance requires all existing MFVs to obtain new mobile food vendor permits within 180 days after the ordinance revisions go into effect. This will enable the City to bring all properties with more than one mobile food vendor to be brought into compliance with Municipal Code Section 17.16.010 (Mobile Food Vendors), as amended.

FISCAL IMPACT

Any approved mobile food vendor village will be subject to all customary application fees.

ACTION REQUESTED –

CONTINUE THE PUBLIC HEARING TO THE REGULARLY SCHEDULED CITY COUNCIL MEETING DUE TO BE HELD ON FEBRUARY 6, 2024.

ATTACHMENTS

1. Existing Mobile Food Vending Code
2. Notice of Exemption MFVV (CEQA)
3. Draft City Council resolution 9215, First reading of an ordinance - proposed amendments to Municipal Code Section 17.16.150

Oroville, California Municipal Code

Title 17 ZONING

Chapter 17.16 USE-SPECIFIC REGULATIONS

17.16.150 Mobile *food* vending.

A. **Purpose.** The purpose of these regulations is to promote the health, safety, comfort, convenience, prosperity and general welfare by requiring that new and existing mobile *food* vendors provide the community and customers with a minimum level of cleanliness, quality and security.

B. **Permit Required.** Mobile *food* vendors shall be required to obtain an administrative permit as provided in this chapter. The permit application shall include the authorization of each property owner where the mobile *food* vendor intends to vend.

C. **Location.**

1. The mobile *food* vendor shall not operate in parking spaces required to meet minimum parking requirements for any other business.
2. The mobile *food* vendor shall not block any parking required to adequately serve other businesses, or any driveways or aisles for vehicular circulation.
3. The mobile *food* vendor shall be visible from the street.

D. **Condition of Vending Station.**

1. The mobile *food* vendor shall display a current business tax certificate and health department permit in plain view at all times on the exterior of the vending station. In addition, the mobile *food* vendor shall have a letter of permission from the owner of the subject property available at all times.
2. The vending station shall be maintained in operating condition at all times.
3. The vending station shall not include a permanent foundation or other feature that would constitute an improvement to real property.
4. The vending station shall not discharge any materials onto the sidewalk, gutter or storm drains.

E. **Condition and Appearance of Site.**

1. Exterior storage of refuse, equipment or materials associated with the mobile *food* vendor is prohibited, except for litter receptacles required by this section.
2. No chairs, tables, fences or other site furniture, including permanent and temporary furniture, shall be permitted in conjunction with mobile *food* vending establishments.

F. Litter Control.

1. The mobile **food** vendor shall provide a minimum of two 32-gallon litter receptacles within 15 feet of the vending station.
2. The mobile **food** vendor shall keep the subject property and adjacent right-of-way free of litter within 200 feet of the vehicle.
3. All refuse shall be removed from the site and properly disposed of on a daily basis.

G. Hours of Operation. The mobile **food** vendor's operations shall not be conducted before 7:00 a.m. or after 10:00 p.m. (Ord. 1749 § 4; Ord. 1819 § 4, 2017)

Contact:

City Clerk: 530-538-2535

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City of Oroville
COMMUNITY DEVELOPMENT DEPARTMENT

ATTACHMENT 2

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2430 FAX (530) 538-2426
www.cityoforoville.org

NOTICE OF EXEMPTION

TO: Butte County Clerk
25 County Center Drive
Oroville, CA 95965

FROM: City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Project Title: Amendments to Section 17.16.150 of the City of Oroville Municipal Code regarding mobile food vendors

Project Location – selected commercial and industrial zones city wide.

Project Location – City: City of Oroville

Project Location – County: Butte

Description of Nature, Purpose, and beneficiaries of project: Adoption of a city-wide ordinance

Name of Public Agency Approving Project: City of Oroville

Name of Person or Agency Carrying Out Project: unidentified applicants for mobile food vendor villages

Exempt Status (Check One):

- Ministerial (Sec. 21080(b)(1); 15268)
- Declared Emergency (Sec. 21080(b)(3); 15269(a))
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
- Categorical Exemption: State type & section number:
 - Existing Facilities, Title 14, CCR, §15303(c).
- Statutory Exemption: State code number:

Reasons why project is exempt: This action has been determined to be exempt from the California Environmental Quality Act (CEQA) review as follows:

New Construction or Conversion of Small Structures, Title 14, CCR, §15303

15303. NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include, but are not limited to:

(a) A store, motel, office, restaurant or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive. *This project does not involve new structures per se, it involves the use of multiple food trucks and possibly metal storage containers for use connected to a mobile food vendor village on individual parcels.*

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? Yes No

Lead Agency Contact Person: Wes Ervin

Telephone: (530) 538-2408

Signature: _____

Date: _____

- Signed by Lead Agency
- Signed by Applicant

ATTACHMENT 1**CITY OF OROVILLE
RESOLUTION NO.
9215****FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.16.150 MOBILE FOOD VENDING**

WHEREAS mobile food vendor villages are popular public events which provide economic opportunities throughout California; and

WHEREAS the City of Oroville Municipal Code Section 17.16.150 currently contains few regulations to protect public safety or protect adjacent properties from activities generated by multiple food trucks at one location; and

WHEREAS the City of Oroville Planning Commission held a workshop on a draft mobile food vendor village on September 28, 2023; and

WHEREAS the City of Oroville Planning Commission held a public hearing on proposed modifications to Section 17.16.150 of the City of Oroville Municipal Code, received public comment, and recommended adoption of a Notice of Exemption for modifications to Municipal Code Section 17.15.160, and the modifications to Municipal Code Section 17.15.160 to the City Council on November 16, 2023; and

WHEREAS, at a duly noticed public hearing on December 5, 2023, the City Council considered the recommendation of the Planning Commission, property owners, and members of the public who are potentially affected by the changes described herein, and considered the City's staff report regarding the proposed Amendment.

The Council of the City of Oroville do ordain as follows:

Section 1. Section 17.16.150 of the Oroville Municipal Code is amended as indicated in Exhibit 1 to this Ordinance.

Section 2. This ordinance shall become effective on February 1, 2024, or 30 days after the second reading is approved, whichever comes later.

Section 3. The City Clerk shall attest to the adoption of this ordinance.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on December 5, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor, David Pittman

APPROVED AS TO FORM:

ATTEST:

City Attorney, Scott E Huber

Assistant City Clerk, Jackie Glover

EXHIBIT 1**17.16.150 Mobile food vending**

A. Purpose. The purpose of these regulations is to promote the health, safety, comfort, convenience, prosperity, and general welfare by requiring that new and existing mobile food vendors provide the community and customers with a minimum level of cleanliness, quality and security. These regulations differentiate the difference between a single mobile food vendor at one location, and multiple mobile food vendors at one location.

Single mobile vendors may be permitted to operate by administrative permit approval on private property located within Office (O), Neighborhood Commercial (CN), Limited Commercial (C-1), Highway Commercial (CH), Commercial Light Manufacturing (CLM), Intensive Commercial (C-2), Neighborhood Mixed Use (MXN), Corridor Mixed Use (MXC), Intensive Industrial (M-2), Airport Business Park (ABP), and Open Space (OS) zoning districts subject to the following regulations.

Mobile food vending villages may be permitted to operate by Minor Conditional Use Permit on private property located within Office (O), Neighborhood Commercial (CN), Limited Commercial (C-1), Highway Commercial (CH), Commercial Light Manufacturing (CLM), Intensive Commercial (C-2), Neighborhood Mixed Use (MXN), Corridor Mixed Use (MXC), Intensive Industrial (M-2), Airport Business Park (ABP), and Open Space (OS) zoning districts subject to the following regulations. Mobile food vending villages on city owned property other than public rights-of-way are exempt from the requirement for a Minor Conditional Use Permit but must comply with the same regulations as mobile food vending villages contained in this Section.

B. Definitions. Mobile food vending villages (MFVV) are defined as more than one mobile food vending vehicle parked on a private property for more than one hour at a time. Vending stations are defined as the vehicle the mobile food vendor uses to sell food.

C. Permit requirements.

1. A single mobile food vendor at any one location shall be required to obtain an administrative permit as provided in this chapter. The permit application shall include the authorization of each property owner where the mobile food vendor intends to vend.

2. Minor Conditional Use Permit. Mobile food vending villages shall require the approval of a Minor Conditional Use Permit (MCUP). The approval shall be specific to a location and shall not be transferable to other locations or operators. The permit application shall include the authorization of each property owner where the mobile food vendor intends to vend. Operation of a mobile food

vending village shall not be permitted pursuant to California Senate Bill No. 946, as specified in Government Code Sections 51036 – 51039, Sidewalk Vendors.

3. **Business Tax Certificate.** Every mobile food vendor shall obtain a Business Tax Certificate prior to operation.
4. **Butte County Environmental Health.** A valid permit from the Butte County Environmental Health Department is required and shall be displayed at the mobile food vending vehicle.
5. **Building Division and Fire Department.** All necessary permits and approvals from the Building Division and the Fire Department shall be obtained prior to operation of a mobile food vending village.
6. **Permit and license display.** At all times while vending, a valid business license shall be displayed at the mobile food vending vehicle.

D. Location and hours of operation.

1. **Location.** No mobile food vendor village shall be located within 300 feet of any residential use or as determined by the Minor Use Permit.
2. **Hours.** Hours of operation for mobile food vending businesses shall be between 6:00 a.m. and 10:00 p.m., or as specified in the Minor Use Permit conditions of approval for that site.

E. Condition of Vending Station.

1. All mobile food vendors shall always display a current business tax certificate and the health department permit in plain view on the exterior of the vending station. In addition, the mobile food vendor shall always have a letter of permission from the owner of the subject property available in the mobile food vehicle.
2. The vending station shall always be maintained in operating condition.
3. The vending station shall not include a permanent foundation or other feature that would constitute an improvement to real property.
4. The vending station shall not discharge any materials onto the sidewalk, gutter, or storm drains.

F. Standards and design criteria. The following standards and design criteria shall apply to all mobile food vendors:

1. All mobile food vending shall be conducted entirely upon private property and not within any public right-of-way.
2. On developed lots, individual mobile food vendors in the mobile food vendor village shall not operate in parking spaces required to meet minimum

parking requirements for any other business on the subject site; block any parking required to adequately serve other businesses, or any driveways or aisles for vehicular circulation on the subject site.

3. Applications for mobile food vending villages shall include the location and description of any proposed outdoor dining area, including tables, chairs, and shade structures.
4. If the proposed location is on an unimproved property, the area that the mobile food vendors will be parked on shall be paved or chip sealed. Other hard surfaces may be approved by the Zoning Administrator in the conditions of approval for the minor use permit.
5. All mobile food vendors shall maintain a 10-foot minimum setback from the property lines and public sidewalks, curbs, and gutters.
6. No temporary or permanent chairs, tables, shade structures or other site furniture is permitted except as specified in the Mobile Food Vendor Village Minor Conditional Use permit conditions of approval. Shade structures may require prior approval from the Fire Department dependent on shade structure size and materials.
7. Individual mobile food vendors within a mobile food vendor village shall maintain their immediate sales location in a clean and hazard-free condition.
8. Single mobile food vendors shall keep the subject property and adjacent right-of-way free of litter within 200 feet of the vehicle.
9. All refuse shall be removed from the site and properly disposed of daily.
10. All mobile vendors shall provide covered garbage, recycling, and compost container(s) as required by the Butte County Environmental Health Department. No garbage, recycling, and compost containers will be permitted to remain on-site unless it is stored within a solid storage structure.
11. No single mobile vendor shall use, play, or employ any sound outcry, amplifier, loudspeaker, radio or any other instrument or device to produce sound in connection with the promotion of a vending operation.
12. No more than two hundred (200) square feet within a mobile food vendor village site or on property adjacent to a mobile food vendor village site shall be occupied by musical instruments, equipment, or bandstand. No music is allowed if there are less than two mobile food vendors at the site while music is being played or amplified.
13. Signage for single mobile food vendors shall be located on the vending equipment and is subject to the requirements of City of Oroville Municipal Code, Chapter 17.20, Signs. Mobile food vendor villages shall be permitted a maximum

of two A-frame signs subject to the requirements of City of Oroville Municipal Code, Chapter 17.20, Signs.

14. No mobile food vendor shall sell alcoholic beverages, non-food items, cannabis products, or illegal drugs.

15. After the permitted hours of operation, all mobile food vendors located on undeveloped property shall remove their mobile food vending equipment and trash containers, including the mobile vehicle itself, off-site or within an approved, enclosed structure on site. Mobile food vendors located on the same property as their commissary may store their vehicles overnight on the same property.

16. Optional on-site storage structures may be permitted as conditioned within the Minor Conditional Use permit. All structures shall be placed on a concrete foundation. Building permits shall be issued for the structures as determined by the City Building Code. One metal storage container no larger than 200 square feet may be placed on-site for use by the mobile food vendors. The storage container shall always be painted dull beige or as specified within the conditions of approval of the MCUP. Any graffiti painted on the storage container shall be repainted with the base wall color within forty-eight (48) hours' notice by the City to the property owner by the property owner. A deposit of \$5,000.00 shall be deposited with the City Finance Department prior to placing the metal storage container on-site to guarantee that the container(s) will be removed from the site when the mobile food vendor use on the site discontinues for more than thirty (30) days.

17. Mobile food vendors will not encroach on a public sidewalk or curb with any part of a vehicle, wagon, trailer or truck or any other equipment related to the operation of the business.

18. To prevent the activities of the mobile food vendor village from intruding onto the public street or adjacent properties, the Zoning Administrator may determine that permanent or temporary barriers shall be installed along street frontages or property lines based on the location of the proposed mobile food vendor village. This barrier shall be installed and maintained by the property owner. Failure to maintain the barrier shall be reason for revocation of the MCUP if the property owner fails to remedy the barrier condition within fourteen (14) days of receiving written notice from the city to repair/replace the designated barrier.

G. Revocation The MCUP may be modified or revoked by the Zoning Administrator, pursuant to Oroville Municipal Code Section 17.40.020.C should the Zoning Administrator determine that: 1) the use or conditions under which it is being operated or maintained is detrimental to the public health, welfare, or materially injurious to property or improvements in the vicinity; 2) the property is operated or maintained so as to constitute a public nuisance; or 3) the use is operated in

violation of the conditions of the CUP. The Planning Commission may revoke the conditional use permit if the Commission was the acting body for the conditional use permit.

H. Approvals. All City issued mobile food vendor permits (administrative, ministerial, or conditional use permit approval) issued after the effective date of this ordinance shall be valid for a period of one year from the date of approval. Any existing City issued mobile food vendor permits as of the date this ordinance becomes effective shall expire 180 days after the date of the effective date of this ordinance. All mobile food vendors must apply for a new mobile food vendor permit within 180 days of the effective date of this ordinance and comply with all regulations in this Section.

**OROVILLE CITY COUNCIL
MONTHLY REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS
BRIAN RING, CITY ADMINISTRATOR**

FROM: BILL LAGRONE, CHIEF OF POLICE

RE: POLICE DEPARTMENT MONTHLY REPORT FOR DECEMBER 2023

DATE: JANUARY 16, 2024

SUMMARY

The Council will receive a monthly report regarding the activities, and general information for the Police Department.

Staffing:

Positions	Total staffed	Total Authorized	Total Vacant
Police Officer	22	29	7
Dispatcher	8	8	0
Municipal Law Enforcement	10	17	7
Administrative Personnel	4	4	0

Department Activity:

Events Year to Date 2023	Average Response Time for Crimes against persons <small>*Priority 1 crimes</small>	Average Response Time for all types of calls for Service	National Average Response Time
46,300	4:00 minutes	8:42 minutes	8 - 11 minutes

Patrol Checks and Park Patrols:

	Patrol Checks
DECEMBER 2023	136
Year to Date	1,931

Parking Enforcement Citations Issued:

Item i.

DECEMBER 2023	Year to Date 2023	DECEMBER 2022	Year to date 2022
0	106	2	187

Police Activity:

Arrest	DECEMBER 2022	DECEMBER 2023	Year to date 2022	Year to date 2023
Misdemeanor	69	164	1,117	1,024
Felony	35	68	472	529

Citations	DECEMBER 2022	DECEMBER 2023	Year to date 2022	Year to date 2023
	38	40	759	508

Uniform Crime Reporting:

Crimes of Violence	DECEMBER 2023	Year to Date JANUARY – DECEMBER
Homicide	0	2
Rape	1	16
Robbery	2	24
Aggravated Assault	3	34

Community Navigator:

Contacts	Services Accepted	Year to date contacts	Year to date services
85	46	202	85

**SPCA Statistics:
Service Calls by Priority:**

Item i.

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	13	80	6.13
Priority	47	306	6.50
At Officer Convenience	17	143	8.39
After Hours	20	149	7.45

Animal Intake and Outcome Stats:

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
62	46	8	52	2	0	0

*The remaining difference from intakes to outcome total represents animals that have not yet had an outcome and are still in the facility.

Animal Outcomes:

Outcome Type	Totals	Dogs	Cats	Livestock	Birds	Other
Adoption	3	3	0	0	0	0
Died	4	3	1	0	0	0
Disposal	9	3	3	0	0	3
Euthanasia	15	8	6	0	0	1
RTO	14	12	2	0	0	0
Transfer	0	0	0	0	0	0
Foster	1	1	0	0	0	0

*Others are wild animals such as bats, skunks, snakes, possums, etc

SPCA After-hours call outs:

DECEMBER 2023
20

Shoes for Kids:

Shoes Provided	Socks Provided
3	3 Pkg

This program provides shoes and socks for children of our community. This program is funded by Department member donations and community donations.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATIONS

None