



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

August 16, 2022
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

To view the meeting, attend the meeting or provide comment, please see the options below. All comments emailed will be provided to the Council Members for their consideration.

To View the Meeting:

1. Watch our live feed <https://www.youtube.com/channel/UCAoRW34swYI85UBfYqT7IbQ/>
2. Watch via Zoom
<https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>
Meeting ID: 968 7031 9529
Passcode: 67684553
3. Listen via Telephone
Telephone: 1-669-900-6833
Meeting ID: 968 7031 9529
Passcode: 67684553

To Provide Comment to the Council:

1. Email before the meeting by 2:00 PM your comments to publiccomment@cityoforoville.org
2. Attend the meeting in person.

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 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: David Pittman, Eric Smith, Krysi Riggs, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson, Mayor Chuck Reynolds

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with the City Administrator and the Personnel Officer related to the following positions: Police Chief and Deputy City Clerk.
2. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – two case.
3. Pursuant to Government Code section 54956.9(d)(4), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – one case.

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. Branding Oroville - Presentation by the North Place Branding Team

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

CONSENT CALENDAR

Consent calendar **items 1 - 10** 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. APPROVAL OF THE MINUTES

The Council may approve the minutes of August 2, 2022

RECOMMENDATION

Approve the minutes of August 2, 2022.

2. ACCEPTANCE OF HOMELAND SECURITY GRANT PROGRAM (HSGP) FOR IPAD PRO TABLETS

The Council may consider accepting the Homeland Security Grant Program (HSGP) for Federal Fiscal Year 2021 (FFY21) funds through Butte County Office of Emergency Management to purchase 7 iPad tablets for the Oroville Fire Department.

RECOMMENDATION

Accept the Homeland Security Grant Program (HSGP) for Federal Fiscal Year 2021 (FFY21) funds through Butte county Office of Emergency Management to purchase 7 iPad tablets for the Oroville Fire Department.

3. OROVILLE CONVENTION CENTER REQUEST FOR ADDITIONAL FUNDS FOR PAINT CHANGE ORDER

The Council may receive updates and consider approval of a request for a budget adjustment for a change order for an increase in the cost of exterior paint as well as an expanded scope of work.

RECOMMENDATION

Authorize and direct staff to process an invoice to BELFOR Property Restoration in the amount of \$48,845.23 for the 2021 change order for exterior and interior painting of the Oroville Convention Center.

4. CONSIDER AND ADOPT THE REVISED MASTER SALARY SCHEDULE

The City Council will consider and adopt the revised master salary schedule

RECOMMENDATION

Approve Master Salary Schedule.

5. SECOND READING OF A RESOLUTION ELECTING TO HAVE THE CITY OF OROVILLE BECOME SUBJECT TO THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES AND CONSIDERATION OF AN ORDINANCE AMENDING TITLE 2 OF THE OROVILLE MUNICIPAL CODE AMENDING CHAPTER 2.24 BUREAU OF PURCHASE, CONCERNING THE IMPLEMENTATION OF UNIFORM CONSTRUCTION COST ACCOUNTING ACT PROCEDURES

The Council may consider approving a resolution to adopt an ordinance adding by adding Article 4. to Chapter 2.24 of Title 2. Administration and Personnel of the Oroville Municipal Code electing the City of Oroville become subject to the California Uniform Public Construction Cost Accounting Act.

RECOMMENDATION

Adopt Resolution No. 9085 electing to have the City of Oroville become subject to the California Uniform Public Construction Cost Accounting procedures, and

Adopt Ordinance No. 1866 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, ADDING ARTICLE 4. SECTION 2.24.190 through 2.24.220 TO THE OROVILLE MUNICIPAL CODE TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Section 22000, et seq. of the Public Contract Code)

6. AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF OROVILLE AND TABLE MOUNTAIN GOLF CLUB, INC.

The Council will consider amending the language to the previously approved Lease Agreement with Table Mountain Golf Club, Inc. ("TMGC") clarifying the three-year amendment amending the lease revenue to provide 2/3 (66.66%) of the 3% revenue to the City and retain 1/3 (33.33%) of the 3% to apply to projects on the approved project list.

RECOMMENDATION

Adopt Resolution No. 9094 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF OROVILLE AND TABLE MOUNTAIN GOLF CLUB, INC. – (Agreement No. 764-9).

7. AGREEMENT FOR AS NEEDED PROFESSIONAL ENGINEERING AND SERVICES WITH RICHARD WALLS, PE

The Council may consider authorizing the Mayor to execute an agreement for as needed professional civil engineering services with Richard Walls, PE.

RECOMMENDATION

Authorize the Mayor to contract with Richard Walls for as needed professional engineering services in the amount of \$75.00/hour, not to exceed \$72,000/year.

8. OUT OF CLASS PAY FOR CITY ADMINISTRATOR DURING SERVICE AS ACTING POLICE CHIEF

The Council will consider approving a 10% out of class pay for the City Administrator, Bill Lagrone, while he serves as the Acting Police Chief.

RECOMMENDATION

Adopt the Resolution 9093 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A 10% OUT OF CLASS PAY FOR THE CITY ADMINISTRATOR, BILL LAGRONE, DURING SERVICE AS ACTING POLICE CHIEF

9. GRANTING PG&E A TEMPORARY EASEMENT

The Council may consider granting a temporary easement to PG&E at the municipal corporation yard (Yard) for the purposes of installing emergency generators.

RECOMMENDATION

Staff recommends that the Council direct the City Administrator to approve the temporary easement.

10. RESPONSE TO 2019-2020 FINAL BUTTE COUNTY GRAND JURY REPORT

The Council will consider approving the response to the Final 2019-2020 Butte County Grand Jury Report on behalf of the City of Oroville, which will be provided under separate cover.

RECOMMENDATION

Approve the City of Oroville's response to the 2019-2020 Final Butte County Grand Jury Report and authorize the Mayor to sign the response.

REGULAR BUSINESS

11. REQUEST FOR DESIGNATION OF VOTING DELEGATE AND ALTERNATES FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

The Council may consider the appointment of (1) one Council Member to serve as the City of Oroville's voting delegate and up to (2) two Council Members to serve as alternates for the 2022 League of California Cities Conference in Long Beach, CA.

RECOMMENDATION

Provide direction as necessary:

Option A: Authorize (1) one to (3) three attendees, Authorize Mayor to sign form affirming names provided are those selected to represent the City of Oroville at the 2021 League of California Cities Conference.

Option B: Do not attend Conference

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

12. RESOLUTION OF INTENT TO AMEND THE CALPERS CONTRACT TO END UNREPRESENTED EMPLOYEES SHARING ADDITIONAL COSTS AND FIRST READING OF THE ORDINANCE

The Council may consider approving a Resolution of Intent to amend the California Public Employees' Retirement System (CalPERS) contract to end employees cost sharing for the Unrepresented Employee Unit and conduct a public hearing on the first reading of the Ordinance to amend the contract.

RECOMMENDATION

Adopt Resolution No. 9095 - A RESOLUTION OF INTENTION BY THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF OROVILLE AND THE FIRST READING OF THE ORDINANCE.

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
 - i. Departmental Reports for Council Update
 - ii. Police Department Monthly Report for July 2022

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on September 6, 2022 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.



**August 02, 2022
MINUTES**

This agenda was posted on July 28, 2022. This meeting was recorded and may be viewed at cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

PRESENT: Council Members: David Pittman, Eric Smith, Krysi Riggs, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson, Mayor Chuck Reynolds

STAFF: City Administrator Tom Lando, Police Chief Bill LaGrone, Business Assistance and Housing Development Director Amy Bergstrand, Fire Chief Chris Tenms, City Attorney Scott Huber, Code Enforcement Director Ron Belser, Assistant City Administrator Ruth Duncan, Assistant Community Development Director Dawn Nevers, Assistant City Clerk Jackie Glover, City Treasurer Karolyn Fairbanks, Assistant Planner Danny Kopshever

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with the City Administrator and the Personnel Officer related to the following positions: Police Chief, City Attorney and City Administrator.

OPEN SESSION

1. Announcement from Closed Session – Mayor Reynolds announced that direction was given; no action was taken.
2. Pledge of Allegiance – Led by Mayor Reynolds
3. Adoption of Agenda – Motion by Council Member Goodson and second by Council Member Smith to adopt the agenda. Motion passed.

AYES: Council Member Hatley, Smith, Riggs, Goodson, Pittman, Thomson, Reynolds
NOES: None
ABSTAIN: None
ABSENT: None

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- Stephanie Eirish
- August Lincoln
- Bill Speer
- Amy Jernigan

The following individuals spoke on agenda items:

CONSENT CALENDAR

Motion by Council Member Goodson and second by Council Member Smith to adopt the consent calendar excluding item 6. Motion passed.

AYES: Council Member Hatley, Smith, Riggs, Goodson, Pittman, Thomson, Reynolds
NOES: None
ABSTAIN: None
ABSENT: None

1. APPROVAL OF THE MINUTES

City Council approved the minutes of January 18, 2022, April 5, 2022 and July 19, 2022.

2. SR162 ATP PROJECT - UNION PACIFIC RAILROAD PERMITTING COST TO FUND CALTRANS COORDINATION AND REVIEW

The Council considered authorizing a payment in the amount of \$38,000 to Caltrans under the City's current cooperative agreement on SR162 Oro Dam Highway to fund Union Pacific Railroad's (UPRR) encroachment permit review of the sidewalk addition at the railroad grade separation of Oro Dam Highway. City Council approved authorizing the payment of \$38,000 to Caltrans under the City and Caltrans' cooperative agreement (03-0675) to fund Caltrans acquisition of an encroachment permit with UPRR for the advancement of the SR 162 ATP project.

3. CAPITAL PROJECT TASK ORDERS

The Council directed the City Administrator to proceed with the task orders discussed in the agenda packet with NorthStar Engineering.

4. TECHNICAL AMENDMENT TO THE PAVEMENT LIST FOR SUBMITTAL TO CALIFORNIA TRANSPORTATION COMMISSION (CTC) FOR FUNDING COMPLIANCE

The Council considered directing staff to provide the California Transportation Commission (CTC) with more information. The additional information is provided as a Technical Amendment to Attachment A of Council Resolution 9064. Council authorized staff to provide the requested technical amendment

5. AUTHORIZATION TO PURCHASE (1) JOHN DEERE GATOR, (1) CAT 420 BACKHOE LOADER, (1) 120GC MOTOR GRADER, & (1) 500GALLON ELLIPTICAL TANK.

The Council authorized the purchase of, (1) John Deere Gator in the amount of \$16,164.59, (1) CAT 420 Backhoe Loader in the amount of \$160,929.16, (1) 120GC Motor Grader in the amount of \$261,381.53, & (1) 500Gallon Elliptical Tank Trailer in the amount of \$17,770.09.

7. SECOND READING OF ORDINANCE 1867 TO REZONE TWENTY-TWO PARCELS TO DOWNTOWN MIXED USE (APN's 012-021-008, -011, -012, -015, -018, -020, -021, -022, -023, -028, & -029, APN's 012-028-003, -004, -005, -006, -007, -008, -009, -015, & -016, AND APN'S 012-031-007 & -008)

The City Council adopted **Ordinance no. 1867 -- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING ZONING CHANGE ZC 22-03 TO REZONE APPROXIMATELY 2.79 ACRES OF LAND COMPRISING 22 PARCELS ON SAFFORD, BRODERICK, OAK AND LINCOLN STREETS TO DOWNTOWN MIXED-USE (APN's 012-021-**

008, -011, -012, -015, -018, -020, -021, -022, -023, -028, -029 AND APN's 012-028-003, -004, 005, -006, -007, -008, -009, -015, -016, AND APN 012-031-007 and -008). (APN's 012-021-008, -011, -012, -015, -018, -020, -021, -022, -023, -028, -029 AND APN's 012-028-003, -004, -005, -006, -007, -008, -009, -015, -016, AND APN 012-031-007 & 008).

8. RESOLUTION APPROVING AN INCREASED ALLOCATION OF FUNDING AND THE EXECUTION OF AN AMENDED GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) PROGRAM

The Council adopt **Resolution No. 9083** - A RESOLUTION OF THE CITY COUNCIL OF CITY OF OROVILLE, CALIFORNIA APPROVING AN INCREASED ALLOCATION OF FUNDING AND THE EXECUTION OF AN AMENDED GRANT AGREEMENT AND ANY AMENDMENT THERETO FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) PROGRAM

9. LEASE AGREEMENT WITH THE HMONG COMMUNITY FOR THE GIRDLER BUILDING TO ESTABLISH A HMONG HISTORICAL MUSEUM

The Council adopt **Resolution No. 9084** – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH THE LAO VETERANS OF AMERICA, INC., FOR THE BUILDING LOCATED AT 1675 BRODERICK STREET FOR THE ESTABLISHMENT OF A HMONG HISTORICAL AND CULTURAL CENTER– (Agreement No.3426).

6. APPROVAL OF TRAFFIC SIGNAL MAST ARM REPLACEMENT AND ELECTRICAL COMPONENTS BY ST. FRANCIS ELECTRIC FOLLOWING TRAFFIC ACCIDENT

The Council considered authorizing payment of invoice from St. Francis Electric for the furnishing and replacement of the Type 19 mast arm traffic signal at the intersection of Myers Street and Mitchell Avenue.

Motion by Council Member Riggs and second by Council Member Goodson to authorize staff to process the invoice from St. Francis Electric for the furnishing and replacement of the Type 19 mast arm traffic signal at the intersection of Myers Street and Mitchell Avenue. Motion passed.

- AYES: Council Member Hatley, Smith, Riggs, Goodson, Pittman, Thomson, Reynolds
- NOES: None
- ABSTAIN: None
- ABSENT: None

REGULAR BUSINESS

10. BUDGET ADJUSTMENT FOR ATTORNEY FEES

The Council considered a budget adjustment to cover attorney fees for fiscal year 2021-22.

Motion by Council Member Smith and second by Vice Mayor Thomson to approve a budget adjustment for fiscal year 2021-22 in the amount of \$209,828.31. Motion passed.

- AYES: Council Member Hatley, Smith, Riggs, Goodson, Pittman, Thomson, Reynolds
- NOES: None
- ABSTAIN: None
- ABSENT: None

11. CONSIDERATION OF A RESOLUTION ELECTING TO HAVE THE CITY OF OROVILLE BECOME SUBJECT TO THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES AND CONSIDERATION OF AN ORDINANCE AMENDING TITLE 2 OF THE OROVILLE MUNICIPAL CODE AMENDING CHAPTER 2.24 BUREAU OF PURCHASE, CONCERNING THE IMPLEMENTATION OF UNIFORM CONSTRUCTION COST ACCOUNTING ACT PROCEDURES

The Council received information for consideration of a resolution to adopt an ordinance adding by adding Article 4. to Chapter 2.24 of Title 2. Administration and Personnel of the Oroville Municipal Code electing the City of Oroville become subject to the California Uniform Public Construction Cost Accounting Act.

Motion by Council Member Smith and second by Vice Mayor Thomson to adopt Resolution No. 9085 electing to have the City of Oroville become subject to the California Uniform Public Construction Cost Accounting procedures and waive the first reading and introduce by title only, Ordinance No. 1866 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, ADDING ARTICLE 4. SECTION 2.24.190 through 2.24.220 TO THE OROVILLE MUNICIPAL CODE TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Section 22000, et seq. of the Public Contract Code). Motion passed.

- AYES: Council Member Hatley, Smith, Riggs, Goodson, Pittman, Thomson, Reynolds
- NOES: None
- ABSTAIN: None
- ABSENT: None

Council Member Smith, Council Member Pittman, and Mayor Reynolds recused themselves from item 12 due to the proximity of their residence in regards to the item.

12. ANNUAL ASSESSMENTS FOR THE CITY’S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT, ZONES 1, 7, 11, 16, 17

The Council held a public hearing approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2022/23.

Motion by Council Member Goodson and second by Council Member Riggs to adopt Resolution No. 9086 - A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE THE ANNUAL ASSESSMENT REPORT, AS SUBMITTED OR AMENDED, AND TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2022/23; and authorized any necessary budget adjustments to the Annual Assessment Report. Motion passed.

- AYES: Hatley, Riggs, Goodson, Thomson
- NOES: None
- ABSTAIN: None
- ABSENT: Pittman, Smith, Reynolds (All Recused)

Council Members Smith and Pittman and Mayor Reynolds returned to the meeting.

Council Member Hatley Recused himself from item #13 and #14 due to the proximity of his residence in regards to the item.

13. ANNUAL ASSESSMENTS FOR THE CITY’S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT, ZONES 2-6, 8-10, 12-15, 18

The Council held a public hearing approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2022/23.

Motion by Council Member Goodson and second by Council Member Riggs to adopt Resolution No. 9087 - A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE THE ANNUAL ASSESSMENT REPORT, AS SUBMITTED OR AMENDED, AND TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2022/23; and authorize any necessary budget adjustments to the Annual Assessment Report.

- AYES: Riggs, Goodson, Smith, Pittman, Thomson, Reynolds
- NOES: None
- ABSTAIN: None
- ABSENT: Hatley (Recused)

14. ANNUAL ASSESSMENTS FOR THE CITY’S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1, 4, 5, 9

The Council held a public hearing approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2022/23

Motion by Council Member Goodson and second by Council Member Riggs to adopt Resolution No. 9088 - A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE THE ANNUAL ASSESSMENT REPORT, AS SUBMITTED OR AMENDED, AND TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE OROVILLE CONSOLIDATED BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2022/23; and authorize any necessary budget adjustments to the Annual Assessment Report.

- AYES: Riggs, Goodson, Smith, Pittman, Thomson, Reynolds
- NOES: None
- ABSTAIN: None
- ABSENT: Hatley (Recused)

Council Member Hatley returned to the meeting.

Council Members Smith and Pittman recused themselves from the meeting due to the proximity of their property in relation to the item below.

15. ANNUAL ASSESSMENTS FOR THE CITY’S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 2, 3, 6- 8

The Council held a public hearing approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2022/23

Motion by Vice Mayor Thomson and second by Council Member Goodson to adopt Resolution No. 9089 - A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE THE ANNUAL ASSESSMENT REPORT, AS SUBMITTED OR AMENDED, AND TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE

AYES: Riggs, Goodson, Hatley, Thomson, Reynolds
NOES: None
ABSTAIN: None
ABSENT: Pittman, Smith (Recused)

Council Member Smith and Pittman returned to the meeting.

Council Member Hatley recused himself from item 16 due to the proximity of his residence in relation to item #16.

16. ANNUAL SPECIAL TAX FOR THE CITY’S COMMUNITY FACILITIES DISTRICT NO. 2006-1 (WESTSIDE PUBLIC SAFETY FACILITIES) AND DISTRICT NO. 2006-2 (PUBLIC SAFETY SERVICES) FOR FISCAL YEAR 2021/22

The City Council considered the annual special tax relating to the City’s Community Facilities Districts (“CFD’s”).

Motion by Council Member Riggs and second by Vice Mayor Thomson to adopt Resolution No. 9090 - A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-1, WESTSIDE PUBLIC SAFETY FACILITIES, FOR FISCAL YEAR 2022/23; and adopt Resolution No. 9091 - A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-2, PUBLIC SAFETY SERVICES, FOR FISCAL YEAR 2022/23

AYES: Riggs, Goodson, Smith, Pittman, Thomson, Reynolds
NOES: None
ABSTAIN: None
ABSENT: Hatley (Recused)

Council Member Hatley returned to the meeting.

17. A RESOLUTION CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES ON THE SECURED TAX ROLL FOR FISCAL YEAR 2022/23

The City Council considered a resolution certifying to the County of Butte the validity of the legal process used to place direct charges on the secured tax toll for fiscal year 2022/23.

Motion by Council Member Goodson and second by Council Member Riggs to Adopt Resolution No 9092 A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY; and authorize the Mayor to sign the Proposition 218 Certificates for inclusion on the 2022/23 Butte County Tax Roll.

AYES: Hatley, Riggs, Goodson, Smith, Pittman, Thomson, Reynolds
NOES: None
ABSTAIN: None
ABSENT: None

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports

- a. Riggs – Acknowledged Chief LaGrone for his 20 years of service with the city this month.
 - b. Pittman – Congratulated the Lao family on approval for their new museum, and mentioned the Oroville Dam Safety Committee meeting he attended.
 - c. Reynolds – Mentioned the Oroville Dam Safety committee and the state officials that participate in the group to help our community; spoke about a ride-a-long with Chief LaGrone
 - d. Smith – Attended a Ride-a-long with Chief LaGrone and spoke about his experience.
2. Future Agenda Items - None
3. Administration Reports
- a. Lando – mentioned several projects that the Community Development Department is working on.
 - b. Tenns – Gave a fire department update on the transition
 - c. Belser – Mentioned the Housing Navigator position that will be working with Code Enforcement, MLE’s and Officers; spoke about projects that the department is working on, training the team has attended and equipment that the team is using.
 - d. Nevers – Mentioned a request from the Oroville Cemetery District for assistance with the removal of some trees.
 - e. Duncan – Mentioned that her name is officially changed, mentioned software trainings with the department
 - f. LaGrone – Acknowledged a few officers for administering Narcan and saving two lives recently and provided a department update.
4. Correspondence
- i. FERC Correspondence
 - ii. Pioneer Union Elementary School District Notice

ADJOURN THE MEETING

The meeting adjourned at 5:54pm.

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: CHRIS TENNS, CAL FIRE OROVILLE DIVISION CHIEF

**RE: ACCEPTANCE OF HOMELAND SECURITY GRANT PROGRAM (HSGP)
FOR IPAD PRO TABLETS**

DATE: AUGUST 16, 2022

SUMMARY

The Council may consider accepting the Homeland Security Grant Program (HSGP) for Federal Fiscal Year 2021 (FFY21) funds through Butte County Office of Emergency Management to purchase 7 iPad tablets for the Oroville Fire Department.

DISCUSSION

Last year, the Oroville Fire Department sought grant funding from Homeland Security Grant Program (HSGP) Federal Fiscal Year 2021 (FFY21) funds through Butte County Office of Emergency Management to purchase 7 iPad Pro tablets. The Oroville Fire Department was allocated \$12,600.00 to purchase iPad Pro tablets through the Butte County Office of Emergency Management. This funding expires May 31, 2024.

The grant will allow for improved communications in a regional response to City of Oroville and surrounding communities. These tables will be utilized to view preplans in the field and communicate with Oroville Emergency Command Center responding to calls for service. The iPad Pro tablets are also a part of a regional grant that will go out to bid through the County. This equipment will assist in our regional interoperability.

FISCAL IMPACT

None

RECOMMENDATION

Accept the Homeland Security Grant Program (HSGP) for Federal Fiscal Year 2021 (FFY21) funds through Butte county Office of Emergency Management to purchase 7 iPad tablets for the Oroville Fire Department.

ATTACHMENTS

Quote

Service	Quantity	Service contract	Special offer	Price per unit	Due monthly	Due today
Custom Mobile Broadband Unlimited with MBP for Public Safety	7	Month to month		\$39.99	\$279.93	Item 2.
Decline Device Protection	6	Month to month		\$0.00	\$0.00	\$0.00

*Decline equipment protection: Verizon will not be protecting your device. In the event of lost, theft, damage or post warranty defects, the cost to replace each device could be in excess of \$1000. The cost to repair your smartphone's cracked screen maybe be in excess of \$100 per repair.

Filter by Device & accessory summary

Device & accessory summary

All



[Reset filters](#)

Devices	Quantity	Full Retail Price	Pricing option	Special offer	Price per unit	Due monthly	Due today
12.9-inch Apple iPad Pro (2021) 128GB in Space Gray Space Gray, 128 GB	7	\$1,299.99	Subsidy - 2 year		\$1,199.99	\$0.00	\$8,399.93
OtterBox Defender Pro Case for 12.9-inch iPad Pro (2021)	7	\$129.99	N/A	-\$364.00	\$129.99	\$0.00	\$545.93

Other Charges summary

Category	Special offer	Due monthly	Due today
Taxes and government fees ¹ Based on zip code 95965		¹ Monthly taxes and government fees will be added to your bill.	\$766.01
CA eWaste Fee			\$28.00
CA State Sales Tax			\$536.76
CA Local Sales Tax			\$201.25
Surcharges ²		² Monthly surcharges will be added to your bill.	\$0.00

*Total due monthly will appear on your monthly bill, before your taxes and fees.

Quote details

Plans & features

Custom Mobile Broadband Unlimited with MBP for Public Safety - \$39.99/month

Qty: 7 x \$39.99

[Respond to quote](#)

Total due monthly **\$279.93**

Total due today **\$9,711.87**

\$279.93

15

day



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: OROVILLE CONVENTION CENTER REQUEST FOR ADDITIONAL FUNDS FOR PAINT CHANGE ORDER

DATE: AUGUST 16, 2022

SUMMARY

The Council may receive updates and consider approval of a request for a budget adjustment for a change order for an increase in the cost of exterior paint as well as an expanded scope of work.

DISCUSSION

On June 16, 2020, the City Council authorize staff to execute an agreement with BELFOR Property Restoration in the amount of \$70,227.08 for the asbestos abatement, interior and exterior painting of the then Municipal Auditorium related to the fire damage (reimbursed by the insurance).

While the interior of the west side of the building was being repainted following the repair of the fire damage, the scope of services was expanded to freshen and repaint the entire interior of the main gymnasium. The painting contractor proposed to prime and paint a (3) colors palette throughout the interior of the gymnasium and upstairs for \$34,708.28.

Due to the extent of the stucco repairs, the exterior paint increased in price and the painting contractor submitted for a change order for \$48,845.23 due to the addition of man hours to pressure washing and scraping of old paint to prepare the surface for the new stucco coat of the eastern exterior wall. This also included sealing the surface and repainting the artwork over the entry and painting over the faded Fiddlers mural. The painter required the rental of a boom lift to complete the necessary prep work. Additionally, following the roof leak causing the repairs to the upstairs break room and first floor office, the foyer, stairwell, and hallway were painted to match the newly repaired areas bringing the change order total to \$48,845.23.

FISCAL IMPACT

The funds in the amount of \$48,845.23 will come from the Capital Improvement Fund 7311-6110.

RECOMMENDATION

1. Authorize and direct staff to process invoice to BELFOR Property Restoration in the amount of \$48,845.23 for the 2021 change order for exterior and interior painting of the Oroville Convention Center.

ATTACHMENTS

BELFOR Property Restoration - Invoice



INVOICE

PROPERTY RESTORATION

3132 DWIGHT ROAD, SUITE 300
 ELK GROVE CA 95758
 PHONE: (916) 399-1865
 FAX: (916) 399-9388
 EMAIL: Martina.Gulseth@us.belfor.com
 TAX ID NO: 84-1309171
 CA LICENSE NO: GC# 810553

INVOICE NO. 1590811
 INVOICE DATE 9/28/2021
 CUSTOMER NO. 1548596

BILL TO:

OROVILLE AUDITORIUM-PAINT
 1200 MYERS ST
 OROVILLE CA 95965

JOB SITE:

OROVILLE AUDITORIUM-PAINT
 1200 MYERS ST
 OROVILLE CA 95965

JOB NUMBER	ESTIMATOR	CLAIM NO.	INSURANCE CO.	PAYMENT TERMS	PURCHASE/WORK ORDER
105912320	Robert Sedgwick		* No Insurance / Self Pay	Due Upon Receipt	

DESCRIPTION	AMOUNT
Removal of Loose Stucco	
Wall Prep on Remaining Four Panels of East Exterior Wall	\$48,845.23
Non-Taxable Amount	\$48,845.23
Taxable Amount	\$0.00
Sales Tax - 0%	
TOTAL DUE THIS INVOICE	USD \$48,845.23

Any inquiries regarding this invoice should be submitted to us within 10 days of the receipt of this invoice.
 Please note contractual interest applies, accrues and is payable in addition to this balance due on this invoice.

Please include the invoice number on your check,
 make all checks payable to BELFOR USA Group, Inc. and remit to:
 3132 Dwight Road, Suite 300
 Elk Grove CA 95758

THANK YOU FOR CHOOSING BELFOR!
www.BELFOR.com



CITY OF OROVILLE STAFF REPORT

TO: OROVILLE CITY COUNCIL

FROM: LIZ EHRENSTROM, HUMAN RESOURCE MANAGER

RE: CONSIDER AND ADOPT THE REVISED MASTER SALARY SCHEDULE

DATE: AUGUST 16, 2022

SUMMARY

The City Council will consider and adopt the revised master salary schedule.

DISCUSSION

Staff has updated the Master Salary Schedule to reflect changes made as of July 1, 2022, and July 25, 2022. Council has previously approved individual Memorandum of Understandings and more recently Side Letter Agreements with different Associations and have previously approved all salary schedules contained in the Master Salary Schedule. This is to update the Master Salary Schedule to be placed on the City’s website, per CalPERS requirement.

FISCAL IMPACT

None – already budgeted

RECOMMENDATION

Approve Master Salary Schedule.

ATTACHMENTS

Master Salary Schedule

CITY OF OROVILLE MASTER SALARY SCHEDULE

Revised: July 25, 2022

Approved by Council: 07/19/22

Item 4.

ELECTED OFFICIAL'S STIPEND SCHEDULE

Mayor	\$600	Monthly	Plus \$5/Mtg. Up to 2 Mtgs. Per Month
Council Members	\$500	Monthly	
Treasurer	\$500	Monthly	

DEPARTMENT HEAD'S SALARY SCHEDULE

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
City Administrator	\$134,506	\$141,231	\$148,292	\$155,707	\$163,492	\$171,667	\$180,250	Bonus*	Annual
	\$11,208.80	\$11,769.24	\$12,357.71	\$12,975.59	\$13,624.37	\$14,305.59	\$15,020.87		Monthly
	\$64.67	\$67.90	\$71.29	\$74.86	\$78.60	\$82.53	\$86.66		Hourly
Department Heads	\$122,282	\$128,714	\$135,486	\$142,619	\$150,123	\$158,028	\$166,345	\$175,100	Annual
	\$10,190.13	\$10,726.16	\$11,290.52	\$11,884.91	\$12,510.21	\$13,168.98	\$13,862.08	\$14,591.67	Monthly
	\$58.79	\$61.88	\$65.14	\$68.57	\$72.17	\$75.97	\$79.97	\$84.18	Hourly
Assistant Dir of Comm Devel	\$86,901	\$91,248	\$95,811	\$100,602	\$105,632	\$110,913	\$116,459	\$122,282	Annual
	\$7,241.75	\$7,603.98	\$7,984.22	\$8,383.51	\$8,802.64	\$9,242.79	\$9,704.92	\$10,190.13	Monthly
	\$41.78	\$43.87	\$46.06	\$48.37	\$50.78	\$53.32	\$55.99	\$58.79	Hourly

OROVILLE MANAGER'S ASSOCIATION

CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Police Lieutenant	\$93,935.75	\$98,632.54	\$103,564.16	\$108,742.37	\$114,179.49	\$119,888.47	\$125,882.89	\$132,177.03	Annual
	\$7,827.98	\$8,219.38	\$8,630.35	\$9,061.86	\$9,514.96	\$9,990.71	\$10,490.24	\$11,014.75	Monthly
	\$45.16142	\$47.41949	\$49.79046	\$52.27999	\$54.89399	\$57.63869	\$60.52062	\$63.54665	Hourly
Project Mgr./Sr. Civil Engineer	\$90,475.41	\$94,999.18	\$99,749.14	\$104,736.60	\$109,973.43	\$115,472.10	\$121,245.70	\$127,307.99	Annual
	\$7,539.62	\$7,916.60	\$8,312.43	\$8,728.05	\$9,164.45	\$9,622.67	\$10,103.81	\$10,609.00	Monthly
	\$43.50	\$45.67	\$47.96	\$50.35	\$52.87	\$55.52	\$58.29	\$61.21	Hourly
Management Analyst III	\$80,231.89	\$86,905.03	\$91,251.75	\$95,814.56	\$100,604.72	\$105,634.62	\$110,916.63	\$116,463.15	Annual
Airport Manager	\$6,685.99	\$7,242.09	\$7,604.31	\$7,984.55	\$8,383.73	\$8,802.89	\$9,243.05	\$9,705.26	Monthly
HR Manager	\$38,57302	\$41,78126	\$43,87103	\$46,06469	\$48,36765	\$50,78588	\$53,32530	\$55,99190	Hourly
IT Manager									
Building Official									
Public Works Manager									

CLASSIFICATION: TIER 2	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M	STEP N	STEP O	
Police Lieutenant	\$93,935.75	\$96,284.14	\$98,632.54	\$101,098.35	\$103,564.16	\$106,153.27	\$108,742.37	\$111,460.93	\$114,179.49	\$117,033.98	\$119,888.47	\$122,885.68	\$125,882.89	\$129,029.96	\$132,177.03	Annual
	\$7,827.98	\$8,023.68	\$8,219.38	\$8,424.86	\$8,630.35	\$8,846.11	\$9,061.86	\$9,288.41	\$9,514.96	\$9,752.83	\$9,990.71	\$10,240.47	\$10,490.24	\$10,752.50	\$11,014.75	Monthly
	\$45.16	\$46.29	\$47.42	\$48.60	\$49.79	\$51.04	\$52.28	\$53.59	\$54.89	\$56.27	\$57.64	\$59.08	\$60.52	\$62.03	\$63.55	Hourly
Project Mgr./Sr. Civil Engineer	\$90,475.41	\$92,737.30	\$94,999.18	\$97,374.16	\$99,749.14	\$102,242.87	\$104,736.60	\$107,355.01	\$109,973.43	\$112,722.76	\$115,472.10	\$118,358.90	\$121,245.70	\$124,276.85	\$127,307.99	Annual
	\$7,539.62	\$7,728.11	\$7,916.60	\$8,114.51	\$8,312.43	\$8,520.24	\$8,728.05	\$8,946.25	\$9,164.45	\$9,393.56	\$9,622.67	\$9,863.24	\$10,103.81	\$10,356.40	\$10,609.00	Monthly
	\$43.50	\$44.59	\$45.67	\$46.81	\$47.96	\$49.16	\$50.35	\$51.61	\$52.87	\$54.19	\$55.52	\$56.90	\$58.29	\$59.75	\$61.21	Hourly
Airport Manager	\$80,231.89	\$82,237.69	\$86,905.03	\$89,077.66	\$91,251.75	\$93,533.04	\$95,814.56	\$98,209.92	\$100,604.72	\$103,119.84	\$105,634.62	\$108,275.49	\$110,916.63	\$113,689.55	\$116,463.15	Annual
HR Manager	\$6,685.99	\$6,853.14	\$7,242.09	\$7,423.14	\$7,604.31	\$7,794.42	\$7,984.55	\$8,184.16	\$8,383.73	\$8,593.32	\$8,802.89	\$9,022.96	\$9,243.05	\$9,474.13	\$9,705.26	Monthly
IT Manager	\$38.57	\$39.54	\$41.78	\$42.83	\$43.87	\$44.97	\$46.06	\$47.22	\$48.37	\$49.58	\$50.79	\$52.06	\$53.33	\$54.66	\$55.99	Hourly
Building Official																
Public Works Manager																

OPOA SWORN AND NON-SWORN 1ST TIER

CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Sergeant	\$73,529.40	\$77,205.87	\$81,066.16	\$85,119.47	\$89,375.45	\$93,844.22	\$98,536.43	\$103,463.25	Annual
	\$6,127.45	\$6,433.82	\$6,755.51	\$7,093.29	\$7,447.95	\$7,820.35	\$8,211.37	\$8,621.94	Monthly
	\$35.35067	\$37.11821	\$38.97412	\$40.92282	\$42.96896	\$45.11741	\$47.37328	\$49.74195	Hourly
Rotational Detective/OIC	\$61,713.79	\$64,799.48	\$68,039.45	\$71,441.43	\$75,013.50	\$78,764.17	\$82,702.38	\$86,837.50	Annual
5% Above Police Officer	\$5,142.82	\$5,399.96	\$5,669.95	\$5,953.45	\$6,251.12	\$6,563.68	\$6,891.87	\$7,236.46	Monthly
	\$29.67009	\$31.15360	\$32.71128	\$34.34684	\$36.06418	\$37.86739	\$39.76076	\$41.74880	Hourly
Police Officer	\$58,775.04	\$61,713.79	\$64,799.48	\$68,039.46	\$71,441.43	\$75,013.50	\$78,764.17	\$82,702.38	Annual
	\$4,897.92	\$5,142.82	\$5,399.96	\$5,669.95	\$5,953.45	\$6,251.12	\$6,563.68	\$6,891.87	Monthly
	\$28.25723	\$29.67009	\$31.15360	\$32.71128	\$34.34684	\$36.06418	\$37.86739	\$39.76076	Hourly
Reserve Police Officer	\$28,25723	\$29,67009	\$31,15360	\$32,71128	\$34,34684	\$36,06418	\$37,86739	\$39,76076	Hourly
Reserve Investigator	\$25,00000								Hourly

CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
Police Dispatch Supervisor	\$46,068.45	\$48,371.87	\$50,790.47	\$53,329.99	\$55,996.49	\$58,796.31	\$61,736.13	Annual
Police Records Supervisor	\$3,839.04	\$4,030.99	\$4,232.54	\$4,444.17	\$4,666.37	\$4,899.69	\$5,144.68	Monthly
	\$22,14829	\$23,25571	\$24,41849	\$25,63942	\$26,92139	\$28,26746	\$29,68083	Hourly
Police Admin. Assistant	\$42,589.94	\$44,719.44	\$46,955.41	\$49,303.18	\$51,768.34	\$54,356.76	\$57,074.59	Annual
	\$3,549.16	\$3,726.62	\$3,912.95	\$4,108.60	\$4,314.03	\$4,529.73	\$4,756.22	Monthly
	\$20,47593	\$21,49973	\$22,57472	\$23,70345	\$24,88862	\$26,13306	\$27,43971	Hourly
Police Dispatcher	\$42,655.98	\$44,788.78	\$47,028.22	\$49,379.63	\$51,848.61	\$54,441.04	\$57,163.09	Annual
	\$3,554.67	\$3,732.40	\$3,919.02	\$4,114.97	\$4,320.72	\$4,536.75	\$4,763.59	Monthly
	\$20,50768	\$21,53307	\$22,60972	\$23,74021	\$24,92722	\$26,17358	\$27,48226	Hourly
MLE	\$37,921.97	\$39,818.07	\$41,808.97	\$43,899.42	\$46,094.39	\$48,399.11	\$50,819.07	Annual
	\$3,160.16	\$3,318.17	\$3,484.08	\$3,658.29	\$3,841.20	\$4,033.26	\$4,234.92	Monthly
	\$18,23172	\$19,14330	\$20,10047	\$21,10549	\$22,16077	\$23,26880	\$24,43224	Hourly
Police Records Techician	\$35,689.80	\$37,474.29	\$39,348.00	\$41,315.40	\$43,381.17	\$45,550.23	\$47,827.75	Annual
	\$2,974.15	\$3,122.86	\$3,279.00	\$3,442.95	\$3,615.10	\$3,795.85	\$3,985.65	Monthly
	\$17,15856	\$18,01649	\$18,91731	\$19,86318	\$20,85633	\$21,89915	\$22,99411	Hourly
Police Recuit	\$58,775.04							Annual
	\$4,897.92							Monthly
	\$28.26							Hourly

OPOA SWORN AND NON-SWORN 2ND TIER

CLASSIFICATION: TIER 2	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M	STEP N	STEP O	
Sergeant	\$73,529.40	\$75,367.64	\$77,205.87	\$79,136.02	\$81,066.16	\$83,092.82	\$85,119.47	\$87,247.46	\$89,375.45	\$91,609.83	\$93,844.22	\$96,190.32	\$98,536.43	\$100,999.84	\$103,463.25	Annual
	\$6,127.45	\$6,280.64	\$6,433.82	\$6,594.67	\$6,755.51	\$6,924.40	\$7,093.29	\$7,270.62	\$7,447.95	\$7,634.15	\$7,820.35	\$8,015.86	\$8,211.37	\$8,416.65	\$8,621.94	Monthly
	\$35,35067	\$36,23444	\$37,11821	\$38,04616	\$38,97412	\$39,94847	\$40,92282	\$41,94589	\$42,96896	\$44,04319	\$45,11741	\$46,24535	\$47,37328	\$48,55761	\$49,74195	Hourly
Rotational Detective/OIC	\$61,713.79	\$63,256.63	\$64,799.48	\$66,419.47	\$68,039.45	\$69,740.44	\$71,441.43	\$73,227.46	\$75,013.50	\$76,888.83	\$78,764.17	\$80,733.28	\$82,702.38	\$84,769.94	\$86,837.50	Annual
5% Above Police Officer	\$5,142.82	\$5,271.39	\$5,399.96	\$5,534.96	\$5,669.95	\$5,811.70	\$5,953.45	\$6,102.29	\$6,251.12	\$6,407.40	\$6,563.68	\$6,727.77	\$6,891.87	\$7,064.16	\$7,236.46	Monthly
	\$29,67009	\$30,41184	\$31,15360	\$31,93244	\$32,71128	\$33,52906	\$34,34684	\$35,20551	\$36,06418	\$36,96579	\$37,86739	\$38,81408	\$39,76076	\$40,75478	\$41,74880	Hourly
Police Officer	\$58,775.04	\$60,244.42	\$61,713.79	\$63,256.64	\$64,799.48	\$66,419.47	\$68,039.46	\$69,740.44	\$71,441.43	\$73,227.46	\$75,013.50	\$76,888.84	\$78,764.17	\$80,733.28	\$82,702.38	Annual
	\$4,897.92	\$5,020.37	\$5,142.82	\$5,271.39	\$5,399.96	\$5,534.96	\$5,669.95	\$5,811.70	\$5,953.45	\$6,102.29	\$6,251.12	\$6,407.40	\$6,563.68	\$6,727.77	\$6,891.87	Monthly
	\$28,25723	\$28,96366	\$29,67009	\$30,41184	\$31,15360	\$31,93244	\$32,71128	\$33,52906	\$34,34684	\$35,20551	\$36,06418	\$36,96579	\$37,86739	\$38,81408	\$39,76076	Hourly
Reserve Police Officer	\$28,25723	\$28,96366	\$29,67009	\$30,41184	\$31,15360	\$31,93244	\$32,71128	\$33,52906	\$34,34684	\$35,20551	\$36,06418	\$36,96579	\$37,86739	\$38,81408	\$39,76076	Hourly
Reserve Investigator	\$25,00000															Hourly

CLASSIFICATION: TIER 2	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M	
Police Dispatch Supervisor	\$46,068.45	\$47,220.16	\$48,371.87	\$49,581.17	\$50,790.47	\$52,060.23	\$53,329.99	\$54,663.24	\$55,996.49	\$57,396.40	\$58,796.31	\$60,266.22	\$61,736.13	Annual
Police Records Supervisor	\$3,839.04	\$3,935.01	\$4,030.99	\$4,131.76	\$4,232.54	\$4,338.35	\$4,444.17	\$4,555.27	\$4,666.37	\$4,783.03	\$4,899.69	\$5,022.19	\$5,144.68	Monthly
	\$22,14829	\$22,70200	\$23,25571	\$23,83710	\$24,41849	\$25,02896	\$25,63942	\$26,28040	\$26,92139	\$27,59442	\$28,26746	\$28,97414	\$29,68083	Hourly
Police Admin. Assistant	\$42,589.94	\$43,654.69	\$44,719.44	\$45,837.42	\$46,955.41	\$48,129.29	\$49,303.18	\$50,535.76	\$51,768.34	\$53,062.55	\$54,356.76	\$55,715.67	\$57,074.59	Annual
	\$3,549.16	\$3,637.89	\$3,726.62	\$3,819.79	\$3,912.95	\$4,010.77	\$4,108.60	\$4,211.31	\$4,314.03	\$4,421.88	\$4,529.73	\$4,642.97	\$4,756.22	Monthly
	\$20,47593	\$20,98783	\$21,49973	\$22,03722	\$22,57472	\$23,13908	\$23,70345	\$24,29604	\$24,88862	\$25,51084	\$26,13306	\$26,78638	\$27,43971	Hourly
Police Dispatcher	\$42,655.98	\$43,722.38	\$44,788.78	\$45,908.50	\$47,028.22	\$48,203.92	\$49,379.63	\$50,614.12	\$51,848.61	\$53,144.83	\$54,441.04	\$55,802.07	\$57,163.09	Annual
	\$3,554.67	\$3,643.53	\$3,732.40	\$3,825.71	\$3,919.02	\$4,016.99	\$4,114.97	\$4,217.84	\$4,320.72	\$4,428.74	\$4,536.75	\$4,650.17	\$4,763.59	Monthly
	\$20,50768	\$21,02037	\$21,53307	\$22,07139	\$22,60972	\$23,17496	\$23,74021	\$24,33371	\$24,92722	\$25,55040	\$26,17358	\$26,82792	\$27,48226	Hourly
MLE	\$37,921.97	\$38,870.02	\$39,818.07	\$40,813.52	\$41,808.97	\$42,854.20	\$43,899.42	\$44,996.91	\$46,094.39	\$47,246.75	\$48,399.11	\$49,609.09	\$50,819.07	Annual
	\$3,160.16	\$3,239.17	\$3,318.17	\$3,401.13	\$3,484.08	\$3,571.18	\$3,658.29	\$3,749.74	\$3,841.20	\$3,937.23	\$4,033.26	\$4,134.09	\$4,234.92	Monthly
	\$18,2317	\$18,6875	\$19,1433	\$19,6219	\$20,1005	\$20,6030	\$21,1055	\$21,6331	\$22,1608	\$22,7148	\$23,2688	\$23,8505	\$24,4322	Hourly
Police Records Techician	\$35,689.80	\$36,582.05	\$37,474.29	\$38,411.15	\$39,348.00	\$40,331.70	\$41,315.40	\$42,348.29	\$43,381.17	\$44,465.70	\$45,550.23	\$46,688.99	\$47,827.75	Annual
	\$2,974.15	\$3,048.50	\$3,122.86	\$3,200.93	\$3,279.00	\$3,360.98	\$3,442.95	\$3,529.02	\$3,615.10	\$3,705.48	\$3,795.85	\$3,890.75	\$3,985.65	Monthly
	\$17,1586	\$17,5875	\$18,0165	\$18,4669	\$18,9173	\$19,3902	\$19,8632	\$20,3598	\$20,8563	\$21,3777	\$21,8992	\$22,4466	\$22,9941	Hourly
Police Recuit	\$58,775.04													Annual
	\$4,897.92													Monthly
	\$28.26													Hourly

1ST TIER OROVILLE CITY EMPLOYEE'S ASSOCIATION SALARY SCHEDULE

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Associate Civil Engr.	\$81,324.04	\$85,390.24	\$89,659.75	\$94,142.74	\$98,849.88	\$103,792.37	\$108,981.99	\$114,431.09	Annual
	\$6,777.00	\$7,115.85	\$7,471.65	\$7,845.23	\$8,237.49	\$8,649.36	\$9,081.83	\$9,535.92	Monthly

	\$39,098.10	\$41,053.00	\$43,105.65	\$45,260.93	\$47,523.98	\$49,900.18	\$52,395.19	\$55,014.95	Hourly
Assistant Civil Engr.	\$74,876.88	\$78,620.72	\$82,551.76	\$86,679.35	\$91,013.32	\$95,563.98	\$100,342.18	\$105,359.29	Annual
	\$6,239.74	\$6,551.73	\$6,879.31	\$7,223.28	\$7,584.44	\$7,963.67	\$8,361.85	\$8,779.94	Monthly
	\$35,998.50	\$37,798.43	\$39,688.35	\$41,672.76	\$43,756.40	\$45,944.22	\$48,241.43	\$50,653.50	Hourly
Associate Planner	\$62,867.89	\$66,011.28	\$69,311.85	\$72,777.44	\$76,416.31	\$80,237.13	\$84,248.99	\$88,461.43	Annual
Recycling Coordinator	\$5,238.99	\$5,500.94	\$5,775.99	\$6,064.79	\$6,368.03	\$6,686.43	\$7,020.75	\$7,371.79	Monthly
	\$30,224.95	\$31,736.19	\$33,323.00	\$34,989.15	\$36,738.61	\$38,575.54	\$40,504.32	\$42,529.54	Hourly
GIS Specialist	\$62,168.24	\$65,276.65	\$68,540.48	\$71,967.51	\$75,565.88	\$79,344.18	\$83,311.39	\$87,476.96	Annual
	\$5,180.69	\$5,439.72	\$5,711.71	\$5,997.29	\$6,297.16	\$6,612.01	\$6,942.62	\$7,289.75	Monthly
	\$29,888.58	\$31,383.01	\$32,952.16	\$34,599.76	\$36,329.75	\$38,146.24	\$40,053.55	\$42,056.23	Hourly
Sr. Admin/SBF/PIO	\$61,116.93	\$64,172.78	\$67,381.42	\$70,750.49	\$74,288.01	\$78,002.41	\$81,902.53	\$85,997.66	Annual
Deputy City Clerk	\$5,093.08	\$5,347.73	\$5,615.12	\$5,895.87	\$6,190.67	\$6,500.20	\$6,825.21	\$7,166.47	Monthly
Cultural Facilities Curator	\$29,383.14	\$30,852.30	\$32,394.91	\$34,014.66	\$35,715.39	\$37,501.16	\$39,376.22	\$41,345.03	Hourly
Assistant Planner	\$57,882.96	\$60,777.11	\$63,815.96	\$67,006.76	\$70,357.10	\$73,874.95	\$77,568.70	\$81,447.14	Annual
	\$4,823.58	\$5,064.76	\$5,318.00	\$5,583.90	\$5,863.09	\$6,156.25	\$6,464.06	\$6,787.26	Monthly
	\$27,828.35	\$29,219.76	\$30,680.75	\$32,214.79	\$33,825.53	\$35,516.81	\$37,292.65	\$39,157.28	Hourly
Signal Tech/Electrician	\$56,045.50	\$58,847.78	\$61,790.16	\$64,879.67	\$68,123.66	\$71,529.84	\$75,106.33	\$78,861.65	Annual
	\$4,670.46	\$4,903.98	\$5,149.18	\$5,406.64	\$5,676.97	\$5,960.82	\$6,258.86	\$6,571.80	Monthly
	\$26,944.95	\$28,292.20	\$29,706.81	\$31,192.15	\$32,751.76	\$34,389.35	\$36,108.81	\$37,914.25	Hourly
IT Analyst	\$54,413.10	\$57,133.76	\$59,990.44	\$62,989.96	\$66,139.46	\$69,446.44	\$72,918.76	\$76,564.70	Annual
Accounting Analyst	\$4,534.43	\$4,761.15	\$4,999.20	\$5,249.16	\$5,511.62	\$5,787.20	\$6,076.56	\$6,380.39	Monthly
Human Resource Analyst	\$26,160.14	\$27,468.15	\$28,841.56	\$30,283.64	\$31,797.82	\$33,387.71	\$35,057.10	\$36,809.95	Hourly
Admin/Program Analyst II	\$50,732.85	\$53,269.49	\$55,932.97	\$58,729.62	\$61,666.10	\$64,749.40	\$67,986.87	\$71,386.21	Annual
	\$4,227.74	\$4,439.12	\$4,661.08	\$4,894.13	\$5,138.84	\$5,395.78	\$5,665.57	\$5,948.85	Monthly
	\$24,390.79	\$25,610.33	\$26,890.85	\$28,235.39	\$29,647.16	\$31,129.52	\$32,686.00	\$34,320.30	Hourly
Construction Inspector	\$49,727.06	\$52,213.41	\$54,824.08	\$57,565.29	\$60,443.55	\$63,465.73	\$66,639.02	\$69,970.97	Annual
	\$4,143.92	\$4,351.12	\$4,568.67	\$4,797.11	\$5,036.96	\$5,288.81	\$5,553.25	\$5,830.91	Monthly
	\$23,907.24	\$25,102.60	\$26,357.73	\$27,675.62	\$29,059.40	\$30,512.37	\$32,037.99	\$33,639.89	Hourly
Accounting Technician III	\$46,828.75	\$49,170.19	\$51,628.70	\$54,210.13	\$56,920.64	\$59,766.67	\$62,755.00	\$65,892.75	Annual
Code Enforcement Technician III	\$3,902.40	\$4,097.52	\$4,302.39	\$4,517.51	\$4,743.39	\$4,980.56	\$5,229.58	\$5,491.06	Monthly
	\$22,513.82	\$23,639.51	\$24,821.49	\$26,062.56	\$27,365.69	\$28,733.98	\$30,170.67	\$31,679.21	Hourly
Program Analyst I	\$45,204.82	\$47,465.06	\$49,838.31	\$52,330.23	\$54,946.74	\$57,694.08	\$60,578.78	\$63,607.72	Annual
	\$3,767.07	\$3,955.42	\$4,153.19	\$4,360.85	\$4,578.90	\$4,807.84	\$5,048.23	\$5,300.64	Monthly
	\$21,733.09	\$22,819.74	\$23,960.73	\$25,158.76	\$26,416.70	\$27,737.54	\$29,124.41	\$30,580.64	Hourly
Lead Equipment Mechanic	\$44,914.12	\$47,159.83	\$49,517.82	\$51,993.71	\$54,593.39	\$57,323.06	\$60,189.22	\$63,198.68	Annual
Lead Public Works Operator	\$3,742.84	\$3,929.99	\$4,126.48	\$4,332.81	\$4,549.45	\$4,776.92	\$5,015.77	\$5,266.56	Monthly
Lead Tree Worker	\$21,593.33	\$22,672.99	\$23,806.64	\$24,996.98	\$26,246.82	\$27,559.17	\$28,937.12	\$30,383.98	Hourly
Lead Collection System Operator									
Sr. Administrative Assistant	\$44,596.57	\$46,826.40	\$49,167.72	\$51,626.10	\$54,207.41	\$56,917.78	\$59,763.67	\$62,751.85	Annual
	\$3,716.38	\$3,902.20	\$4,097.31	\$4,302.18	\$4,517.28	\$4,743.15	\$4,980.31	\$5,229.32	Monthly
	\$21,440.66	\$22,512.69	\$23,638.33	\$24,820.24	\$26,061.25	\$27,364.32	\$28,732.53	\$30,169.16	Hourly
Assistant City Clerk	\$43,979.86	\$46,178.85	\$48,487.80	\$50,912.19	\$53,457.79	\$56,130.68	\$58,937.22	\$61,884.08	Annual
	\$3,664.99	\$3,848.24	\$4,040.65	\$4,242.68	\$4,454.82	\$4,677.56	\$4,911.43	\$5,157.01	Monthly
	\$21,144.16	\$22,201.37	\$23,311.44	\$24,477.01	\$25,700.86	\$26,985.91	\$28,335.20	\$29,751.96	Hourly
Accounting Technician II	\$42,571.59	\$44,700.17	\$46,935.18	\$49,281.94	\$51,746.03	\$54,333.34	\$57,050.00	\$59,902.50	Annual
Human Resource Technician	\$3,547.63	\$3,725.01	\$3,911.26	\$4,106.83	\$4,312.17	\$4,527.78	\$4,754.17	\$4,991.88	Monthly
	\$20,467.11	\$21,490.47	\$22,564.99	\$23,693.24	\$24,877.90	\$26,121.80	\$27,427.89	\$28,799.28	Hourly
Comm. Devel. Technician III	\$42,246.05	\$44,358.35	\$46,576.27	\$48,905.08	\$51,350.34	\$53,917.85	\$56,613.75	\$59,444.43	Annual
Code Enforcement Technician II	\$3,520.50	\$3,696.53	\$3,881.36	\$4,075.42	\$4,279.19	\$4,493.15	\$4,717.81	\$4,953.70	Monthly
	\$20,310.60	\$21,326.13	\$22,392.44	\$23,512.06	\$24,687.66	\$25,922.05	\$27,218.15	\$28,579.06	Hourly
Public Works Operator III	\$40,727.62	\$42,764.00	\$44,902.20	\$47,147.31	\$49,504.68	\$51,979.91	\$54,578.91	\$57,307.85	Annual
	\$3,393.97	\$3,563.67	\$3,741.85	\$3,928.94	\$4,125.39	\$4,331.66	\$4,548.24	\$4,775.65	Monthly
	\$19,580.59	\$20,559.62	\$21,587.60	\$22,666.98	\$23,800.33	\$24,990.34	\$26,239.86	\$27,551.85	Hourly
Administrative Assistant	\$39,981.71	\$41,980.80	\$44,079.84	\$46,283.83	\$48,598.02	\$51,027.92	\$53,579.32	\$56,258.28	Annual
Comm. Devel. Technician II	\$3,331.81	\$3,498.40	\$3,673.32	\$3,856.99	\$4,049.83	\$4,252.33	\$4,464.94	\$4,688.19	Monthly
	\$19,221.98	\$20,183.07	\$21,192.23	\$22,251.84	\$23,364.43	\$24,532.65	\$25,759.29	\$27,047.25	Hourly
Equipment Mechanic	\$39,769.28	\$41,757.74	\$43,845.63	\$46,037.91	\$48,339.81	\$50,756.80	\$53,294.64	\$55,959.37	Annual

Item 4.

	\$3,314.11	\$3,479.81	\$3,653.80	\$3,836.49	\$4,028.32	\$4,229.73	\$4,441.22	\$4,663.28	Monthly
	\$19,11985	\$20,07584	\$21,07963	\$22,13361	\$23,24029	\$24,40231	\$25,62242	\$26,90354	Hourly
Code Enforcement Technician	\$39,461.45	\$41,434.52	\$43,506.25	\$45,681.56	\$47,965.64	\$50,363.92	\$52,882.12	\$55,526.22	Annual
	\$3,288.45	\$3,452.88	\$3,625.52	\$3,806.80	\$3,997.14	\$4,196.99	\$4,406.84	\$4,627.19	Monthly
	\$18,97185	\$19,92044	\$20,91647	\$21,96229	\$23,06040	\$24,21342	\$25,42409	\$26,69530	Hourly

Public Works Operator II	\$38,809.31	\$40,749.78	\$42,787.26	\$44,926.63	\$47,172.96	\$49,531.61	\$52,008.19	\$54,608.60	Annual
Parks Maint. Technician II	\$3,234.11	\$3,395.81	\$3,565.61	\$3,743.89	\$3,931.08	\$4,127.63	\$4,334.02	\$4,550.72	Monthly
Building Maint. Tech II	\$18,65832	\$19,59124	\$20,57080	\$21,59934	\$22,67931	\$23,81327	\$25,00394	\$26,25413	Hourly
Collection System Operator II									
Accounting Technician	\$38,701.45	\$40,636.52	\$42,668.35	\$44,801.77	\$47,041.85	\$49,393.95	\$51,863.64	\$54,456.83	Annual
	\$3,225.12	\$3,386.38	\$3,555.70	\$3,733.48	\$3,920.15	\$4,116.16	\$4,321.97	\$4,538.07	Monthly
	\$18,60647	\$19,53679	\$20,51363	\$21,53931	\$22,61628	\$23,74709	\$24,93444	\$26,18117	Hourly
Public Works Operator I	\$36,105.09	\$37,910.34	\$39,805.86	\$41,796.15	\$43,885.96	\$46,080.26	\$48,384.27	\$50,803.49	Annual
Parks Maint. Technician I	\$3,008.76	\$3,159.20	\$3,317.16	\$3,483.01	\$3,657.16	\$3,840.02	\$4,032.02	\$4,233.62	Monthly
Collection System Operator I	\$17,35822	\$18,22613	\$19,13743	\$20,09431	\$21,09902	\$22,15397	\$23,26167	\$24,42475	Hourly
Custodian									
Staff Assistant	\$33,100.08	\$34,755.08	\$36,492.84	\$38,317.48	\$40,233.35	\$42,245.02	\$44,357.27	\$46,575.14	Annual
Comm. Devel. Technician I	\$2,758.34	\$2,896.26	\$3,041.07	\$3,193.12	\$3,352.78	\$3,520.42	\$3,696.44	\$3,881.26	Monthly
	\$15,91350	\$16,70918	\$17,54463	\$18,42187	\$19,34296	\$20,31011	\$21,32561	\$22,39189	Hourly

2ND TIER OROVILLE CITY EMPLOYEE'S ASSOCIATION SALARY SCHEDULE

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M	STEP N	STEP O	
Associate Civil Engr.	\$81,324.04	\$83,357.14	\$85,390.24	\$87,525.00	\$89,659.75	\$91,901.25	\$94,142.74	\$96,496.31	\$98,849.88	\$101,321.13	\$103,792.37	\$106,387.18	\$108,981.99	\$111,706.54	\$114,431.09	Annual
	\$6,777.00	\$6,946.43	\$7,115.85	\$7,293.75	\$7,471.65	\$7,658.44	\$7,845.23	\$8,041.36	\$8,237.49	\$8,443.43	\$8,649.36	\$8,865.60	\$9,081.83	\$9,308.88	\$9,535.92	Monthly
	\$39,09810	\$40,07555	\$41,05300	\$42,07933	\$43,10565	\$44,18329	\$45,26093	\$46,39246	\$47,52398	\$48,71208	\$49,90018	\$51,14768	\$52,39519	\$53,70507	\$55,01495	Hourly
Assistant Civil Engr.	\$74,876.88	\$76,748.80	\$78,620.72	\$80,586.24	\$82,551.76	\$84,615.55	\$86,679.35	\$88,846.33	\$91,013.32	\$93,288.65	\$95,563.98	\$97,953.08	\$100,342.18	\$102,850.73	\$105,359.29	Annual
	\$6,239.74	\$6,395.73	\$6,551.73	\$6,715.52	\$6,879.31	\$7,051.30	\$7,223.28	\$7,403.86	\$7,584.44	\$7,774.05	\$7,963.67	\$8,162.76	\$8,361.85	\$8,570.89	\$8,779.94	Monthly
	\$35,99850	\$36,89846	\$37,79843	\$38,74339	\$39,68835	\$40,68055	\$41,67276	\$42,71458	\$43,75640	\$44,85031	\$45,94422	\$47,09283	\$48,24143	\$49,44747	\$50,65350	Hourly
Associate Planner	\$62,867.89	\$64,439.59	\$66,011.28	\$67,661.57	\$69,311.85	\$71,044.64	\$72,777.44	\$74,596.88	\$76,416.31	\$78,326.72	\$80,237.13	\$82,243.06	\$84,248.99	\$86,355.21	\$88,461.43	Annual
Recycling Coordinator	\$5,238.99	\$5,369.97	\$5,500.94	\$5,638.46	\$5,775.99	\$5,920.39	\$6,064.79	\$6,216.41	\$6,368.03	\$6,527.23	\$6,686.43	\$6,853.59	\$7,020.75	\$7,196.27	\$7,371.79	Monthly
	\$30,22495	\$30,98057	\$31,73619	\$32,52960	\$33,32300	\$34,15608	\$34,98915	\$35,86388	\$36,73861	\$37,65708	\$38,57554	\$39,53993	\$40,50432	\$41,51693	\$42,52954	Hourly
GIS Specialist	\$62,168.24	\$63,722.45	\$65,276.65	\$66,908.57	\$68,540.48	\$70,254.00	\$71,967.51	\$73,766.70	\$75,565.88	\$77,455.03	\$79,344.18	\$81,327.78	\$83,311.39	\$85,394.17	\$87,476.96	Annual
	\$5,180.69	\$5,310.20	\$5,439.72	\$5,575.71	\$5,711.71	\$5,854.50	\$5,997.29	\$6,147.22	\$6,297.16	\$6,454.59	\$6,612.01	\$6,777.32	\$6,942.62	\$7,116.18	\$7,289.75	Monthly
	\$29,88858	\$30,63579	\$31,38301	\$32,16758	\$32,95216	\$33,77596	\$34,59976	\$35,46476	\$36,32975	\$37,23800	\$38,14624	\$39,09990	\$40,05355	\$41,05489	\$42,05623	Hourly
Sr. Admin Assist/SBF/PIO	\$61,116.93	\$62,644.85	\$64,172.78	\$65,777.10	\$67,381.42	\$69,065.95	\$70,750.49	\$72,519.25	\$74,288.01	\$76,145.21	\$78,002.41	\$79,952.47	\$81,902.53	\$83,950.09	\$85,997.66	Annual
Deputy City Clerk	\$5,093.08	\$5,220.40	\$5,347.73	\$5,481.42	\$5,615.12	\$5,755.50	\$5,895.87	\$6,043.27	\$6,190.67	\$6,345.43	\$6,500.20	\$6,662.71	\$6,825.21	\$6,995.84	\$7,166.47	Monthly
Cultural Facilities Curator	\$29,38314	\$30.12	\$30.85	\$31.62	\$32.39	\$33.20	\$34.01	\$34.87	\$35.72	\$36.61	\$37.50	\$38.44	\$39.38	\$40.36	\$41.35	Hourly
Assistant Planner	\$57,882.96	\$59,330.03	\$60,777.11	\$62,296.54	\$63,815.96	\$65,411.36	\$67,006.76	\$68,681.93	\$70,357.10	\$72,116.03	\$73,874.95	\$75,721.83	\$77,568.70	\$79,507.92	\$81,447.14	Annual
	\$4,823.58	\$4,944.17	\$5,064.76	\$5,191.38	\$5,318.00	\$5,450.95	\$5,583.90	\$5,723.49	\$5,863.09	\$6,009.67	\$6,156.25	\$6,310.15	\$6,464.06	\$6,625.66	\$6,787.26	Monthly
	\$27,82835	\$28,52405	\$29,21976	\$29,95026	\$30,68075	\$31,44777	\$32,21479	\$33,02016	\$33,82553	\$34,67117	\$35,51681	\$36,40473	\$37,29265	\$38,22496	\$39,15728	Hourly
Signal Tech/Electrician	\$56,045.50	\$57,446.64	\$58,847.78	\$60,318.97	\$61,790.16	\$63,334.92	\$64,879.67	\$66,501.66	\$68,123.66	\$69,826.75	\$71,529.84	\$73,318.08	\$75,106.33	\$76,983.99	\$78,861.65	Annual
	\$4,670.46	\$4,787.22	\$4,903.98	\$5,026.58	\$5,149.18	\$5,277.91	\$5,406.64	\$5,541.81	\$5,676.97	\$5,818.90	\$5,960.82	\$6,109.84	\$6,258.86	\$6,415.33	\$6,571.80	Monthly
	\$26,94495	\$27,61858	\$28,29220	\$28,99950	\$29,70681	\$30,44948	\$31,19215	\$31,97195	\$32,75176	\$33,57055	\$34,38935	\$35,24908	\$36,10881	\$37,01153	\$37,91425	Hourly
Accounting Analyst	\$54,413.10	\$55,773.43	\$57,133.76	\$58,562.10	\$59,990.44	\$61,490.20	\$62,989.96	\$64,564.71	\$66,139.46	\$67,792.95	\$69,446.44	\$71,182.60	\$72,918.76	\$74,741.73	\$76,564.70	Annual
IT Analyst	\$4,534.43	\$4,647.79	\$4,761.15	\$4,880.17	\$4,999.20	\$5,124.18	\$5,249.16	\$5,380.39	\$5,511.62	\$5,649.41	\$5,787.20	\$5,931.88	\$6,076.56	\$6,228.48	\$6,380.39	Monthly
Human Resource Analyst	\$26,16014	\$26,81415	\$27,46815	\$28,15486	\$28,84156	\$29,56260	\$30,28364	\$31,04073	\$31,79782	\$32,59276	\$33,38771	\$34,22240	\$35,05710	\$35,93352	\$36,80995	Hourly
Admin/Program Analyst II	\$50,732.85	\$52,001.17	\$53,269.49	\$54,601.23	\$55,932.97	\$57,331.29	\$58,729.62	\$60,197.86	\$61,666.10	\$63,207.75	\$64,749.40	\$66,368.14	\$67,986.87	\$69,686.54	\$71,386.21	Annual
	\$4,227.74	\$4,333.43	\$4,439.12	\$4,550.10	\$4,661.08	\$4,777.61	\$4,894.13	\$5,016.49	\$5,138.84	\$5,267.31	\$5,395.78	\$5,530.68	\$5,665.57	\$5,807.21	\$5,948.85	Monthly
	\$24,39079	\$25,00056	\$25,61033	\$26,25059	\$26,89085	\$27,56312	\$28,23539	\$28,94128	\$29,64716	\$30,38834	\$31,12952	\$31,90776	\$32,68600	\$33,50315	\$34,32030	Hourly
Construction Inspector	\$49,727.06	\$50,970.24	\$52,213.41	\$53,518.75	\$54,824.08	\$56,194.69	\$57,565.29	\$59,004.42	\$60,443.55	\$61,954.64	\$63,465.73	\$65,052.37	\$66,639.02	\$68,304.99	\$69,970.97	Annual
	\$4,143.92	\$4,247.52	\$4,351.12	\$4,459.90	\$4,568.67	\$4,682.89	\$4,797.11	\$4,917.04	\$5,036.96	\$5,162.89	\$5,288.81	\$5,421.03	\$5,553.25	\$5,692.08	\$5,830.91	Monthly
	\$23,90724	\$24,50492	\$25,10260	\$25,73017	\$26,35773	\$27,01668	\$27,67562	\$28,36751	\$29,05940	\$29,78589	\$30,51237	\$31,27518	\$32,03799	\$32,83894	\$33,63989	Hourly
Accounting Technician III	\$46,828.75	\$47,999.47	\$49,170.19	\$50,399.44	\$51,628.70	\$52,919.41	\$54,210.13	\$55,565.39	\$56,920.64	\$58,343.65	\$59,766.67	\$61,260.84	\$62,755.00	\$64,323.88	\$65,892.75	Annual
Code Enforcement Technician III	\$3,902.40	\$3,999.96	\$4,097.52	\$4,199.95	\$4,302.39	\$4,409.95	\$4,517.51	\$4,630.45	\$4,743.39	\$4,861.97	\$4,980.56	\$5,105.07	\$5,229.58	\$5,360.32	\$5,491.06	Monthly
	\$22,51382	\$23,07667	\$23,63951	\$24,23050	\$24,82149	\$25,44203	\$26,06256	\$26,71413	\$27,36569	\$28,04983	\$28,73398	\$29,45233	\$30,17067	\$30,92494	\$31,67921	
Program Analyst I	\$45,204.82	\$46,334.94	\$47,465.06	\$48,651.69	\$49,838.31	\$51,084.27	\$52,330.23	\$53,638.49	\$54,946.74	\$56,320.41	\$57,694.08	\$59,136.43	\$60,578.78	\$62,093.25	\$63,607.72	Annual

	\$3,767.07	\$3,861.25	\$3,955.42	\$4,054.31	\$4,153.19	\$4,257.02	\$4,360.85	\$4,469.87	\$4,578.90	\$4,693.37	\$4,807.84	\$4,928.04	\$5,048.23	\$5,174.44	\$5,300.64	Item 4.
	\$21.73309	\$22.27641	\$22.81974	\$23.39023	\$23.96073	\$24.55975	\$25.15876	\$25.78773	\$26.41670	\$27.07712	\$27.73754	\$28.43098	\$29.12441	\$29.85252	\$30.58064	
Lead Equipment Mechanic	\$44,914.12	\$46,036.97	\$47,159.83	\$48,338.82	\$49,517.82	\$50,755.76	\$51,993.71	\$53,293.55	\$54,593.39	\$55,958.23	\$57,323.06	\$58,756.14	\$60,189.22	\$61,693.95	\$63,198.68	
Lead Public Works Operator	\$3,742.84	\$3,836.41	\$3,929.99	\$4,028.24	\$4,126.48	\$4,229.65	\$4,332.81	\$4,441.13	\$4,549.45	\$4,663.19	\$4,776.92	\$4,896.34	\$5,015.77	\$5,141.16	\$5,266.56	Monthly
Lead Tree Worker	\$21.59333	\$22.13316	\$22.67299	\$23.23982	\$23.80664	\$24.40181	\$24.99698	\$25.62190	\$26.24682	\$26.90299	\$27.55917	\$28.24814	\$28.93712	\$29.66055	\$30.38398	Hourly
Lead Collection System Operator																

Sr. Administrative Assistant	\$44,596.57	\$45,711.48	\$46,826.40	\$47,997.06	\$49,167.72	\$50,396.91	\$51,626.10	\$52,916.76	\$54,207.41	\$55,562.59	\$56,917.78	\$58,340.72	\$59,763.67	\$61,257.76	\$62,751.85	Annual
	\$3,716.38	\$3,809.29	\$3,902.20	\$3,999.75	\$4,097.31	\$4,199.74	\$4,302.18	\$4,409.73	\$4,517.28	\$4,630.22	\$4,743.15	\$4,861.73	\$4,980.31	\$5,104.81	\$5,229.32	Monthly
	\$21.44066	\$21.97668	\$22.51269	\$23.07551	\$23.63833	\$24.22928	\$24.82024	\$25.44075	\$26.06125	\$26.71279	\$27.36432	\$28.04843	\$28.73253	\$29.45085	\$30.16916	Hourly
Assistant City Clerk	\$43,979.86	\$45,079.36	\$46,178.85	\$47,333.32	\$48,487.80	\$49,699.99	\$50,912.19	\$52,184.99	\$53,457.79	\$54,794.24	\$56,130.68	\$57,533.95	\$58,937.22	\$60,410.65	\$61,884.08	Annual
	\$3,664.99	\$3,756.61	\$3,848.24	\$3,944.44	\$4,040.65	\$4,141.67	\$4,242.68	\$4,348.75	\$4,454.82	\$4,566.19	\$4,677.56	\$4,794.50	\$4,911.43	\$5,034.22	\$5,157.01	Monthly
	\$21.14416	\$21.67277	\$22.20137	\$22.75641	\$23.31144	\$23.89423	\$24.47701	\$25.08894	\$25.70086	\$26.34338	\$26.98591	\$27.66055	\$28.33520	\$29.04358	\$29.75196	Hourly
Accounting Technician II	\$42,571.59	\$43,635.88	\$44,700.17	\$45,817.67	\$46,935.18	\$48,108.56	\$49,281.94	\$50,513.99	\$51,746.03	\$53,039.68	\$54,333.34	\$55,691.67	\$57,050.00	\$58,476.25	\$59,902.50	Annual
Human Resource Technician	\$3,547.63	\$3,636.32	\$3,725.01	\$3,818.14	\$3,911.26	\$4,009.05	\$4,106.83	\$4,209.50	\$4,312.17	\$4,419.97	\$4,527.78	\$4,640.97	\$4,754.17	\$4,873.02	\$4,991.88	Monthly
	\$20.46711	\$20.97879	\$21.49047	\$22.02773	\$22.56499	\$23.12911	\$23.69324	\$24.28557	\$24.87790	\$25.49985	\$26.12180	\$26.77484	\$27.42789	\$28.11358	\$28.79928	Hourly
Comm. Devel. Tech III	\$42,246.05	\$43,302.20	\$44,358.35	\$45,467.31	\$46,576.27	\$47,740.68	\$48,905.08	\$50,127.71	\$51,350.34	\$52,634.10	\$53,917.85	\$55,265.80	\$56,613.75	\$58,029.09	\$59,444.43	Annual
Code Enforcement Technician II	\$3,520.50	\$3,608.52	\$3,696.53	\$3,788.94	\$3,881.36	\$3,978.39	\$4,075.42	\$4,177.31	\$4,279.19	\$4,386.17	\$4,493.15	\$4,605.48	\$4,717.81	\$4,835.76	\$4,953.70	Monthly
	\$20.31060	\$20.81837	\$21.32613	\$21.85928	\$22.39244	\$22.95225	\$23.51206	\$24.09986	\$24.68766	\$25.30485	\$25.92205	\$26.57010	\$27.21815	\$27.89860	\$28.57906	Hourly
Public Works Operator III	\$40,727.62	\$41,745.81	\$42,764.00	\$43,833.10	\$44,902.20	\$46,024.76	\$47,147.31	\$48,325.99	\$49,504.68	\$50,742.29	\$51,979.91	\$53,279.41	\$54,578.91	\$55,943.38	\$57,307.85	Annual
	\$3,393.97	\$3,478.82	\$3,563.67	\$3,652.76	\$3,741.85	\$3,835.40	\$3,928.94	\$4,027.17	\$4,125.39	\$4,228.52	\$4,331.66	\$4,439.95	\$4,548.24	\$4,661.95	\$4,775.65	Monthly
	\$19.58059	\$20.07010	\$20.55962	\$21.07361	\$21.58760	\$22.12729	\$22.66698	\$23.23365	\$23.80033	\$24.39533	\$24.99034	\$25.61510	\$26.23986	\$26.89586	\$27.55185	Hourly
Administrative Assistant	\$39,981.71	\$40,981.25	\$41,980.80	\$43,030.32	\$44,079.84	\$45,181.83	\$46,283.83	\$47,440.92	\$48,598.02	\$49,812.97	\$51,027.92	\$52,303.62	\$53,579.32	\$54,918.80	\$56,258.28	Annual
Comm. Devel. Tech II	\$3,331.81	\$3,415.10	\$3,498.40	\$3,585.86	\$3,673.32	\$3,765.15	\$3,856.99	\$3,953.41	\$4,049.83	\$4,151.08	\$4,252.33	\$4,358.63	\$4,464.94	\$4,576.57	\$4,688.19	Monthly
	\$19.22198	\$19.70253	\$20.18307	\$20.68765	\$21.19223	\$21.72203	\$22.25184	\$22.80814	\$23.36443	\$23.94854	\$24.53265	\$25.14597	\$25.75929	\$26.40327	\$27.04725	Hourly
Equipment Mechanic	\$39,769.28	\$40,763.51	\$41,757.74	\$42,801.69	\$43,845.63	\$44,941.77	\$46,037.91	\$47,188.86	\$48,339.81	\$49,548.30	\$50,756.80	\$52,025.72	\$53,294.64	\$54,627.00	\$55,959.37	Annual
	\$3,314.11	\$3,396.96	\$3,479.81	\$3,566.81	\$3,653.80	\$3,745.15	\$3,836.49	\$3,932.41	\$4,028.32	\$4,129.03	\$4,229.73	\$4,335.48	\$4,441.22	\$4,552.25	\$4,663.28	Monthly
	\$19.11985	\$19.59784	\$20.07584	\$20.57773	\$21.07963	\$21.60662	\$22.13361	\$22.68695	\$23.24029	\$23.82130	\$24.40231	\$25.01236	\$25.62242	\$26.26298	\$26.90354	Hourly
Code Enforcement Technician	\$39,461.45	\$40,447.99	\$41,434.52	\$42,470.39	\$43,506.25	\$44,593.90	\$45,681.56	\$46,823.60	\$47,965.64	\$49,164.78	\$50,363.92	\$51,623.02	\$52,882.12	\$54,204.17	\$55,526.22	Annual
	\$3,288.45	\$3,370.67	\$3,452.88	\$3,539.20	\$3,625.52	\$3,716.16	\$3,806.80	\$3,901.97	\$3,997.14	\$4,097.07	\$4,196.99	\$4,301.92	\$4,406.84	\$4,517.01	\$4,627.19	Monthly
	\$18.97185	\$19.44615	\$19.92044	\$20.41845	\$20.91647	\$21.43938	\$21.96229	\$22.51135	\$23.06040	\$23.63691	\$4,21342	\$24.81876	\$25.42409	\$26.05970	\$26.69530	Hourly
Public Works Operator II	\$38,809.31	\$39,779.54	\$40,749.78	\$41,768.52	\$42,787.26	\$43,856.95	\$44,926.63	\$46,049.79	\$47,172.96	\$48,352.28	\$49,531.61	\$50,769.90	\$52,008.19	\$53,308.39	\$54,608.60	Annual
Parks Maint. Technician II	\$3,234.11	\$3,314.96	\$3,395.81	\$3,480.71	\$3,565.61	\$3,654.75	\$3,743.89	\$3,837.48	\$3,931.08	\$4,029.36	\$4,127.63	\$4,230.82	\$4,334.02	\$4,442.37	\$4,550.72	Monthly
Building Maint. Tech II	\$18,65832	\$19,12478	\$19,59124	\$20,08102	\$20,57080	\$21,08507	\$21,59934	\$22,13932	\$22,67931	\$23,24629	\$23,81327	\$24,40860	\$25,00394	\$25,62903	\$26,25413	Hourly
Collection System Operator II																
Accounting Technician	\$38,701.45	\$39,668.99	\$40,636.52	\$41,652.44	\$42,668.35	\$43,735.06	\$44,801.77	\$45,921.81	\$47,041.85	\$48,217.90	\$49,393.95	\$50,628.80	\$51,863.64	\$53,160.24	\$54,456.83	Annual
	\$3,225.12	\$3,305.75	\$3,386.38	\$3,471.04	\$3,555.70	\$3,644.59	\$3,733.48	\$3,826.82	\$3,920.15	\$4,018.16	\$4,116.16	\$4,219.07	\$4,321.97	\$4,430.02	\$4,538.07	Monthly
	\$18.60647	\$19.07163	\$19.53679	\$20.02521	\$20.51363	\$21.02647	\$21.53931	\$22.07779	\$22.61628	\$23.18168	\$23.74709	\$24.34077	\$24.93444	\$25.55781	\$26.18117	Hourly
Public Works Operator I	\$36,105.09	\$37,007.72	\$37,910.34	\$38,858.10	\$39,805.86	\$40,801.01	\$41,796.15	\$42,841.06	\$43,885.96	\$44,983.11	\$46,080.26	\$47,232.27	\$48,384.27	\$49,593.88	\$50,803.49	Annual
Parks Maint. Technician I	\$3,008.76	\$3,083.98	\$3,159.20	\$3,238.18	\$3,317.16	\$3,400.08	\$3,483.01	\$3,570.09	\$3,657.16	\$3,748.59	\$3,840.02	\$3,936.02	\$4,032.02	\$4,132.82	\$4,233.62	Monthly
Collection System Operator I	\$17,35822	\$17,79217	\$18,22613	\$18,68178	\$19,13743	\$19,61587	\$20,09431	\$20,59666	\$21,09902	\$21,62650	\$22,15397	\$22,70782	\$23,26167	\$23,84321	\$24,42475	Hourly
Custodian																
Staff Assistant	\$33,100.08	\$33,927.58	\$34,755.08	\$35,623.96	\$36,492.84	\$37,405.16	\$38,317.48	\$39,275.42	\$40,233.35	\$41,239.19	\$42,245.02	\$43,301.15	\$44,357.27	\$45,466.20	\$46,575.14	Annual
Comm. Devel. Tech I	\$2,758.34	\$2,827.30	\$2,896.26	\$2,968.66	\$3,041.07	\$3,117.10	\$3,193.12	\$3,272.95	\$3,352.78	\$3,436.60	\$3,520.42	\$3,608.43	\$3,696.44	\$3,788.85	\$3,881.26	Monthly
	\$15.91350	\$16.31134	\$16.70918	\$17.12690	\$17.54463	\$17.98325	\$18.42187	\$18.88241	\$19.34296	\$19.82653	\$20.31011	\$20.81786	\$21.32561	\$21.85875	\$22.39189	Hourly

Revisions:

- 01/01/2019 Increase in Minimum Wage for Park Tech I
- 07/01/18 2% COLA OFFA Based on Section 6.3 of MOU
- 07/01/19 4% COLA OPOA Sworn & Non-Sworn per Res. No. 8778 & 8779
- 07/01/19 Budget changes for classification of Park Tech I moves to PW Ops I range; Park Tech III - Tree Lead Worker at Lead Equip Mechanic range; PW Ops III - PW Ops Lead at Lead Equip Mechanic range
- 07/01/19 Add Code Enforcement Technician per budget
- 07/01/19 Add Project Manager/Sr. Civil Engineer per budget
- 07/01/19 Unfroze Admin/Program Analyst II per budget
- 07/01/19 Unfroze Program Analyst I per budget
- 07/01/19 Mayor, City Council & Treasurer received 10% cutback returned per budget
- 07/16/19 Side Letter Agreement to Add Police Lt. to OMCA
- 07/16/19 Established new salary range for City Administrator per Mayor Appt. on 07/16/19
- 08/06/19 Establish new salary range for Accounting Technician II and III

09/17/19 Change in job Title and salary range for dept heads per Resolution #8815

12/17/19 Added Assistant Community Development Services Director

1/7/2020 OCEA 3% Increase Per Resolution No. 8829

04/07/20 Added 2 new positions; IT Analyst and Accounting Analyst

07/01/20 OCEA 3% Increase Per Resolution No. 8829 and update sewer position classification titles to Collection System Operators; Updated Comm. Devel. Tech I, II and III; OPOA Sworn and Non-Sworn 4% increase Per Resolution No. 8778

04/20/21 Added new Custodian position

07/01/21 OCEA 3%, OMA Misc 3%, OMA Saf 4%, OPOA 4%

01/04/22 Added Recycling Coordinator, Increase in Minimum wage

07/01/22 OCEA 3%, OMA Misc 3%, OMA Saf 4%

07/25/22 3% Salary increase for all City employees

Item 4.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: SECOND READING OF A RESOLUTION ELECTING TO HAVE THE CITY OF OROVILLE BECOME SUBJECT TO THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES AND CONSIDERATION OF AN ORDINANCE AMENDING TITLE 2 OF THE OROVILLE MUNICIPAL CODE AMENDING CHAPTER 2.24 BUREAU OF PURCHASE, CONCERNING THE IMPLEMENTATION OF UNIFORM CONSTRUCTION COST ACCOUNTING ACT PROCEDURES

DATE: AUGUST 16, 2022

SUMMARY

The Council may consider approving a resolution to adopt an ordinance adding by adding Article 4. to Chapter 2.24 of Title 2. Administration and Personnel of the Oroville Municipal Code electing the City of Oroville become subject to the California Uniform Public Construction Cost Accounting Act.

DISCUSSION

Staff has reviewed the City's current Purchasing Ordinance and found the limits to be low compared to other cities, which creates additional work for the City's various departments when the departments desire to procure the necessary products or services to operate the City. Going through the formal bidding process for purchases and projects of \$25,000 or more creates quite a drain on staff and can slow progress. The proposed resolution opts for the City to become subject to the procedures set forth in the Uniform Public Projects Construction Cost Accounting Act (the Act). Doing so will simplify the procurement process for public projects by eliminating the need for formal bidding on such projects up to the limit that is allowable according to Public Contract Code, which limit changes from time to time. The current limit is \$200,000. Above that amount, the formal bidding process will be required.

The proposed Ordinance would increase the existing thresholds for the various types of purchases that are spelled out in the Ordinance, with the key threshold of \$25,000 for competitive bidding being increased to \$50,000 for purchases not subject to the Public Contract Code. The Ordinance amends the wording pertaining to exceptions for public projects and adds Chapter 3.7, which pertains to the Uniform Cost Accounting Act discussed in the resolution. The Ordinance also removes outdated noticing

requirements, which called for bids to be posted in at least three public places.

FISCAL IMPACT

There is no fiscal impact of adopting the resolution and ordinance; however, staff believes that doing so will help the City to utilize its resources more efficiently.

RECOMMENDATION

1. Adopt Resolution No. 9085 electing to have the City of Oroville become subject to the California Uniform Public Construction Cost Accounting procedures, and
2. Adopt Ordinance No. 1866 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, ADDING ARTICLE 4. SECTION 2.24.190 through 2.24.220 TO THE OROVILLE MUNICIPAL CODE TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Section 22000, et seq. of the Public Contract Code)

ATTACHMENTS

1. Resolution No. 9085
2. Ordinance No. 1866

RESOLUTION NO. 9085

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE
ELECTING TO BECOME SUBJECT TO THE CALIFORNIA UNIFORM PUBLIC
CONSTRUCTION COST ACCOUNTING PROCEDURES**

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

WHEREAS, Public Contract Code Section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes a uniform cost accounting standard; and

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, the California Uniform Construction Cost Accounting Commission ("Commission") established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

WHEREAS, the Act allows for alternative procurement methods for projects up to \$200,000; and

WHEREAS, the alternative procurement methods provide flexibility and opportunities for significant cost savings to the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oroville, hereby elects under Public Contract Code Section 22030, to become subject to the Uniform Public Construction Cost Accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended and directs that the City Clerk notify the State Controller forthwith of this election.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on August 16, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

/
/
/
/
/

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Acting City Clerk

CITY OF OROVILLE
ORDINANCE NO 1866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, ADDING ARTICLE 4. SECTION 2.24.190 through 2.24.220 TO THE OROVILLE MUNICIPAL CODE TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Section 22000, et seq. of the Public Contract Code)

THE CITY COUNCIL OF THE CITY OF OROVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1. Upon the effective date of this Ordinance, Oroville Municipal Code section 2.24 shall be amended to read as follows:

Article 4. Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act

2.24.190 Informal Bid Procedures. Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

2.24.200 Contractors List. The agency shall comply with the requirements of Public Contract Code Section 22034.

2.24.210 Notice Inviting Informal Bids. Where a public project is to be performed which is subject to the provisions of this Ordinance, a notice inviting informal bids shall be circulated using one or both of the following alternatives:

1. Notice inviting informal bids may be mailed, faxes, or emailed to all contractors for the contractors category of work to be bid, as shown on the list developed in accordance with Section 2.24.200.
2. Notices inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Act Commission in accordance with section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the department/agency soliciting bids, provided however:
 - (1) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

2.24.220 Award of Contracts. The City Purchasing Agent and the Director of Community Development are each authorized to award informal contracts pursuant to this Section.

SECTION 2. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 3. The City Council of the City of Oroville hereby declares that should any section, paragraph, sentence, phrase, term or word of this Ordinance be declared for any reason to be invalid, it is the intent of the City Council that it would have adopted all other portions of this

Ordinance independent of the elimination herefrom of any such portion as may be declared invalid. If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, 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 section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that anyone (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION 4. 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 on the 16th Day of August, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

**CITY OF OROVILLE
STAFF REPORT**

Item 6.

TO: MAYOR REYNOLDS AND CITY COUNCIL

FROM: DAWN NEVERS, ASSIST COMMUNITY DEVELOPMENT DIRECTOR

RE: AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF OROVILLE AND TABLE MOUNTAIN GOLF CLUB, INC.

DATE: AUGUST 16, 2022

SUMMARY

The Council will consider an amending the language to the previously approved Lease Agreement with Table Mountain Golf Club, Inc. ("TMGC") clarifying the three-year amendment amending the lease revenue to provide 2/3 (66.66%) of the 3% revenue to the City and retain 1/3 (33.33%) of the 3% to apply to projects on the approved project list.

DISCUSSION

The most recent amendment approved by City Council on January 18, 2022, requested a three-year addendum to the lease amending the lease revenue to the City from 3% of gross sales to 1% of the 3% to be reinvested into the property with the City paying 50% of the 1% reinvestment. The language presented was ambiguous and staff is requesting clarification and a readoption of the amendment to the agreement and resolution for the amended language.

TMGC board has also change and the new board members have reprioritized the project list and requested approval of the updated list from Council with the amended agreement language. (see attached list)

Additionally, instead of 50% reimbursement from the City for the itemized projects, staff is requesting TMGC to provide an annual update of the projects completed and the costs associated with the projects, including itemized receipts.

FISCAL IMPACT

None at this time. Fiscal impact will only be realized once projects are brought forward for approval and reimbursement.

RECOMMENDATION

Adopt Resolution No. 9094 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF OROVILLE AND TABLE MOUNTAIN GOLF CLUB, INC. – (Agreement No. 764-9).

ATTACHMENTS

Resolution No. 9094
Agreement No. 764-9
Updated Project List

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9094**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE
MAYOR TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY
OF OROVILLE AND TABLE MOUNTAIN GOLF CLUB, INC.**

(Agreement No. 764-9)

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

- 1. The Mayor is hereby authorized and directed to execute a resolution amending the language to the previously approved Lease Agreement amendment, dated January 8, 2022, between the City of Oroville and Table Mountain Golf Club, Inc. A copy is attached hereto as Exhibit "A".
- 2. The amended language to the previously approved Lease Agreement with Table Mountain Golf Club, Inc. ("TMGC") clarifying the three-year amendment clarifying the lease revenue to provide 2/3 (66.66%) of the 3% revenue to the City and retain 1/3 (33.33%) of the 3% to apply to projects on the approved project list.
- 3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 16, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

**AMENDMENT TO LEASE AGREEMENT NO. 764
BETWEEN THE CITY OF OROVILLE AND TABLE MOUNTAIN GOLF CLUB, INC.**

(Agreement No. 764-9)

This Ninth Amendment ("Amendment") dated January 18, 2022, and amended on August 16, 2022, is to Agreement No. 764 between the City of Oroville ("Lessor") and Table Mountain Golf Club, Inc. ("Lessee"). In consideration of the terms and conditions herein, the Lessor and the Lessee agree that Agreement No. 764 shall be amended as follows:

- 1. A three-year addendum to the lease amending the lease revenue to the City from 3% of gross sales to 1% of the 3% to be reinvested into the property with the City paying 50% of the 1% reinvestment.
- 2. An amendment to the above language to the previously approved Lease Agreement with Table Mountain Golf Club, Inc. ("TMGC") clarifying the three-year amendment amending the lease revenue to provide 2/3 (66.66%) of the 3% revenue to the City and retain 1/3 (33.33%) of the 3% to apply to projects on the approved project list.
- 3. Lessee will provide an annual update of projects completed and the cost associated with the projects.
- 4. Lessor will reimburse only for 50% of the costs for the property reinvestments projects, not to exceed the 1%. Lessee shall provide the City with evidence of itemized receipts. The costs for which Lessee desires reimbursement from Lessor for repairs shall be documented with cost estimate(s) prepared by a qualified professional (i.e. engineer, contractor, etc.).
- 5. Conflicts between the Agreement, including any prior amendments, and this Amendment shall be controlled by this Amendment. All other provisions within Agreement No. 764, including prior any prior amendments, shall remain in full force and effect.

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

CITY OF OROVILLE

TABLE MOUNTAIN GOLF CLUB, INC.

By: _____
Mayor Chuck Reynolds

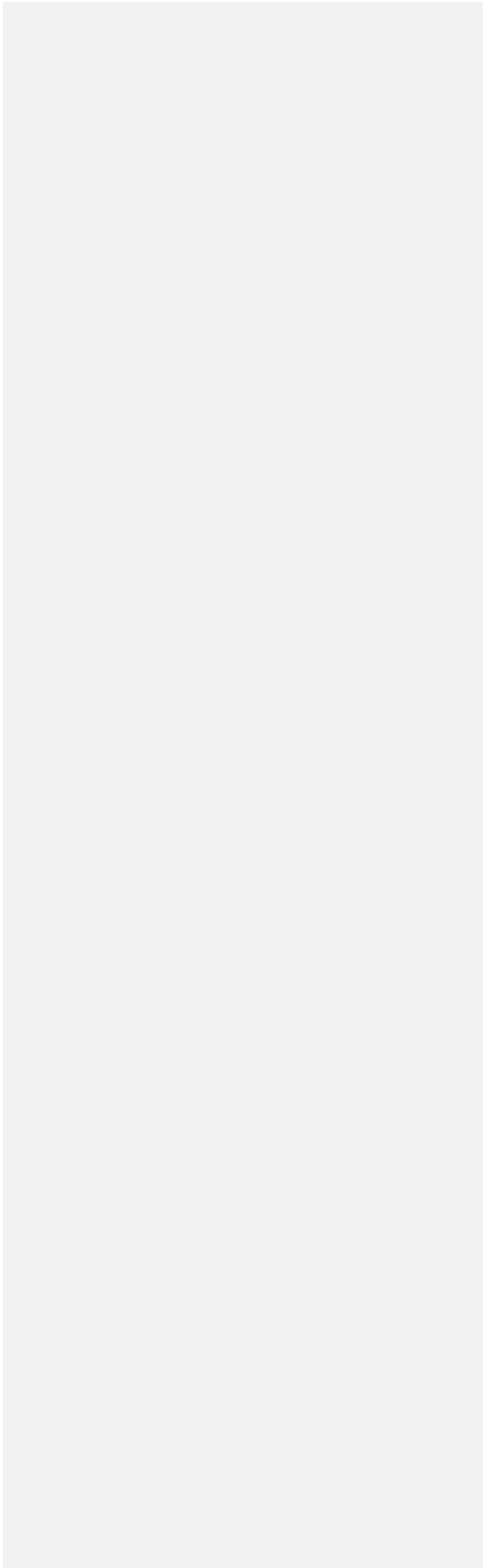
By: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott Huber, City Attorney

By: _____
Bill LaGrone, City Administrator



Project list for 2022 at Table Mountain Golf Club

- 1) Security fence on the North side of the golf course along Highway 164.
- 2) Security fence along the west side, keeping individuals from entering the property on foot or with vehicles, causing damage to the course.
- 3) Redirecting the drainage flow from the subdivision west of the golf course, moving excess water to the south and away from the golf course.
- 4) Inspecting drainage culverts on the entire golf course, looking for weakened spots in old galvanized pipe under surface of the fairways.
- 5) Maintenance building, siding to increase security of mowing equipment.
- 6) Maintenance building, newer roof to avoid further leakage.
- 7) Additional Storage space to secure the newest mowing equipment recently purchased.
- 8) Fueling station secured with a fence and upgrade diesel and gasoline tanks.
- 9) Newer roofing for the cart storage buildings, remove skylights and add LED lighting. Adding solar to the roof line to reduce energy usage.
- 10) Solar for the Pro shop and Bar and Grill. Installing solar panels in the parking lot that will provide shade as well, once our current solar field is paid off in November of 2023.
- 11) Rebuild dam on #11 and 12 pond to allow water level to flow across through the hazard, into the natural drainage area between #2 and 11 fairway.
- 12) Add additional awning in the Maintenance area, to keep equipment undercover.
- 13) Newer furniture in the Bar and Grill, tables and chair, previous tables and chairs donated by Gold Country Casino.
- 14) Newer carpeting for the Pro shop and Bar and Grill dining area, we've maintained the same old carpeting since the remodeling of the building.
- 15) Painting the exterior of the main building, faded and paint chipping off eaves.
- 16) Painting the interior of the main building, Pro shop, kitchen, bar and grill dining area.
- 17) Air conditioner in the kitchen needs to be replaced, we've had several repairs on this system and it's time to replace with a newer unit.
- 18) Purchasing new trees for the golf course, we've lost numerous trees over the past five years due to high winds. Willing to work with the City of Oroville and the Cities arborist on the best trees that need to be plant on the golf course.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: AGREEMENT FOR AS NEEDED PROFESSIONAL ENGINEERING AND SERVICES WITH RICHARD WALLS, PE

DATE: AUGUST 16, 2022

SUMMARY

The Council may consider authorizing the Mayor to execute an agreement for as needed professional civil engineering services with Richard Walls, PE.

DISCUSSION

The City was approached with an informal proposal from Richard Walls, a licensed and qualified professional engineer, to provide professional engineering services to support the City's numerous capital improvement projects.

While the City has an engineering division and is currently contracted with other consulting firms for as-needed civil engineering services, the need for further assistance within the city hall still exists the need to facilitate capital projects is immediate.

The contract shall be "as needed" and may be terminated at the sole discretion of the City. The contracts will allow the City to utilize the knowledge and experience of the consultant. Each task order shall define the exact scope of work for each project and what services the selected consultant shall provide. The consultant has provided a not-to-exceed cost proposal.

At this time staff is recommending Richard Walls for the professional engineering services not to exceed 2 days per week at \$75.00/hour not to exceed 960 hours annually.

FISCAL IMPACT

The professional service agreement will require a budget adjustment in the Engineering - Outside Services fund 2901-6360 not to exceed \$72,000 annually.

RECOMMENDATION

Authorize the Mayor to contract with Richard Walls for as needed professional engineering services in the amount of \$75.00/hour, not to exceed \$72,000/year.

ATTACHMENTS

Agreement No. 3428 – Rick Walls

SERVICES AGREEMENT (PROFESSIONAL SERVICES)
On-Call Civil Engineering
City Agreement No. 3428

This Services Agreement (Professional Services) for On-Call Civil Engineering Services (“**Agreement**”) by and between the City of Oroville, a California charter city (“**City**”), and **Richard Walls, PE** (“**Consultant**”), is effective on the Effective Date identified on the signature page.

RECITALS

A. The City desires to obtain the Services more particularly described in this Agreement and Exhibit “A,” and generally including professional civil engineering and planning Services on an on-call basis.

B. On July 26, 2022 the Consultant submitted a proposal demonstrating the Consultant’s qualifications and experiences to provide such Services.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant, acting in its capacity as an engineer, licensed and in good standing under California law, will perform the Services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit “A”** and incorporated herein by reference (“**Services**”), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City’s authorized representative, the City Administrator (“**City’s Authorized Representative**”).

1.2. Standard of Care. In performing the Services, Consultant will meet or exceed the applicable standard of care for and exercise the degree of skill and diligence ordinarily used by reputable professionals within the State of California who provide the same or similar type of professional Services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the

subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the dates and within any timeframes set forth by the City and accepted by the Consultant. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.6. Errors and Omissions. Consultant is solely responsible for costs arising from its errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.

1.7. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference. If the City authorizes Consultant to perform Services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional Services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and

charges authorized in Exhibit “B.” The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. **AUTHORIZED REPRESENTATIVE.** Consultant hereby assigns **Richard Walls**, to serve as the Consultant’s authorized representative (“**Consultant’s Authorized Representative**”), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. **Substitutions.** As a material inducement to entering into this Agreement, the City has relied upon Consultant’s representations regarding Consultant’s qualifications (including the qualifications of Consultant’s Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits “A” and “B”). Consultant will not replace Consultant’s Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits “A” and “B”) without the City’s prior written consent.

4. **NOTICES.** All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party’s Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party’s Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party’s contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY: Dawn Nevers, Asst. Community Development Director
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
dnevers@cityoforoville.org

TO CONSULTANT: Richard Walls, PE
19 Iron Horse Lane
Oroville, CA 95966
rccwalls@att.net

5. **TERM.** The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting full execution of the Agreement by both parties (“**Effective Date**”), and ends upon Consultant’s completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. RIGHT TO TERMINATE. Either Party may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to the other Party, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other

than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.1.1. Name and contact information of any witness;

9.1.2. Name and address of the injured or deceased person(s); and

9.1.3. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. City agrees to defend, indemnify, and hold harmless Consultant from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from his performance of this Agreement, except for his failure to comply with any of his obligations contained in this Agreement, or for any such claim arising from his negligence, willful misconduct, intentional behavior and/or criminal behavior.

11. INSURANCE. Without limiting Consultant's indemnification obligations in section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements, on an "occurrence basis", from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

11.1. General Liability Policy. Comprehensive or Commercial General Liability Insurance ("**CGL**") at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence. If the Services involve explosive, underground or collapse risks, XCU will be included. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.2. Automobile Liability Policy. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident, combined single limit.

11.3. Workers' Compensation. Workers' Compensation insurance meeting statutory limits of the Labor Code. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.

11.4. Professional Liability. Professional liability insurance insuring against Consultant's errors and omissions in performing the Services, with a policy limit of at least \$1,000,000. The professional liability insurance will include prior acts coverage sufficient to cover all Services provided by Consultant, and which will remain in effect for four years following expiration or termination of this Agreement.

11.5. Endorsements. The CGL and automotive liability policies will contain or be endorsed with the following provisions:

11.5.1. The City, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.5.2. The Consultant's insurance is primary and no insurance held by the City will be called upon to contribute to a loss. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

11.6. All Policies.

11.6.1. For all insurance policies required under this Agreement, prior to the City's execution of this Agreement, Consultant will furnish the City with certificates and original endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.6.2. Any deductible or self-insured retention of \$100,000 or more will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

11.6.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

12. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona

vide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Oroville business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Butte.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of

the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF OROVILLE,
a California charter city

CONSULTANT:
Richard Walls, PE
a consultant

By: _____
Chuck Reynolds, Mayor

By: _____
Richard Walls, PE

ATTEST:

By: _____
Jackie Glover, City Clerk

Date: _____ (“Effective Date”)

APPROVED AS TO FORM:

Scott Huber, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

1) SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

2) SCHEDULE OF PERFORMANCE.

a) REQUESTS FOR SERVICES. Upon request by City, Consultant will provide the Services described above. The Services will be provided for a variety of individual matters, as required by the City. Upon request by the City's Authorized Representative for Consultant to perform Services for a particular matter, Consultant will provide a written estimate of the time within which Services for the matter will be completed, and the estimated cost for providing the requested Services. Following written authorization from the City's Authorized Representative, Consultant will perform and complete the Services as specified in the written authorization. Consultant is not entitled to payment for any Services performed without a written authorization, or for Services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form.

3) PREVAILING WAGE COMPLIANCE. If this Agreement includes work performed during the "design and preconstruction phases of construction" (including inspection or field surveying Services), as defined by "Prevailing Wage Laws" (as set forth in the California Labor Code, including section 1720 et seq.), the City hereby determines that those Services are "public works," and this Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, and all related regulations, including requirements pertaining to wages, working hours, and workers' compensation insurance, and the following provisions. Subconsultants performing "public works" under this Agreement are subject to all of the requirements of this Section.

4) PREVAILING WAGES. Consultant must comply with the prevailing wage requirements applicable in Butte County for each craft, classification, or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, and apprenticeship. The prevailing wage rates are on file with the City Engineer's office and are also available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each such worker the difference between the applicable prevailing wage rate and the amount actual paid to the worker.

5) WORKING HOURS. Pursuant to Labor Code section 1810, eight hours of labor constitutes a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty, the sum of \$25 for each day during which a worker employed by Consultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such worker is paid overtime wages pursuant to Labor Code section 1815. All Services must be performed during

City's regular business days and hours, except as otherwise specified in this Agreement or subject to City's prior written authorization.

6) PAYROLL RECORDS. Consultant must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and any implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant must certify under penalty of perjury that the information in the payroll is true and correct and complies with the requirements of Labor Code sections 1771, 1861, and 1815. Consultant must electronically submit certified payroll records as required by Labor Code section 1771.4(a).

7) APPRENTICES. If the total compensation payable under this Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.

8) COMPLIANCE. The Agreement is subject to compliance monitoring and enforcement by the DIR. Pursuant to Labor Code section 1725.5, Consultant must be registered with the DIR to perform public works projects, subject to any applicable exceptions, if any. Consultant must post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4. Pursuant to Labor Code section 1861, by executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Labor Code 3700 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 performance of the work on this contract."

EXHIBIT “B” COMPENSATION RATES AND CHARGES

1. AUTHORIZED HOURLY RATES:

Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 2.1 of the Agreement.

Rate: \$75/hour (bill biweekly, pay monthly)

Maximum Hours per Year: 960 Hours

2. AUTHORIZED EXPENSES AND RATES:

Consultant will be reimbursed for costs incurred to provide the Services only as follows and subject to the not- to-exceed limit in Section 2.1 of the Agreement:

<u>Expense:</u>	<u>Reimbursement Rate</u>
<i>City Business License</i>	<i>\$41.00/year</i>
<i>Liability Insurance</i>	<i>\$5,000.00/year</i>

Notwithstanding the requirements of Section 2.2 of the Agreement, the Consultant is not required to identify hourly rates for Services performed under this Agreement. Rather, the Consultant will submit invoices to the City based on completion of the work performed, for which, upon approval of completion by the City’s Authorized Representative, the City will pay the Consultant within 30 days after approval of each invoice the corresponding lump sum payment, not-to-exceed limit in Section 2.1 of the Agreement:

Richard Walls, PE

Item 7.

19 Iron Horse Lane
Oroville, CA 95966
530-764-0749

Hello Dawn,

Thank you for the information you provided regarding the engineering services independent contractor agreement. Per our discussion, please find below the information you requested:

Rate: \$75/hr (bill weekly, pay twice mth)

Maximum Hrs per Year: 960 hrs

PE License: C43139

Insurance: USAA

I understand that you anticipate starting with two days (16 hrs) per week. These hours may increase or decrease as needed.

I will be shopping insurance once I have the signed agreement in hand, and may choose another carrier (State Farm, Progressive, Hartford) if their price is better.

Thank you for the opportunity, and I look forward to helping out in whatever way I can.

Regards,
Richard Walls, PE

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: SCOTT E. HUBER, CITY ATTORNEY

**RE: OUT OF CLASS PAY FOR CITY ADMINISTRATOR DURING SERVICE
AS ACTING POLICE CHIEF**

DATE: AUGUST 16, 2022

SUMMARY

The Council will consider approving a 10% out of class pay for the City Administrator, Bill Lagrone, while he serves as the Acting Police Chief.

DISCUSSION

The City of Oroville has been recruiting for the position of Police Chief since the departure of the prior Chief in March, 2021. The Council directed the City Administrator, Bill Lagrone, to temporarily serve as Acting Police Chief, which service began on June 14, 2022.

It is customary for employees to receive “out of class” pay when they serve in a position that is different from the one in which they were hired. In fact, the City Personnel Rules and Regulations require out of class pay for most employee positions without separate Council approval. However, the positions of Police Chief and City Administrator are not specifically covered by the Personnel Rules and Regulations.

The Council will consider approving a 10% out of class pay for the City Administrator, Bill Lagrone, while he serves as the Acting Police Chief.

FISCAL IMPACT

The cost is approximately \$1,750.00 per month for temporary service out of class. To come from salary savings from vacancies.

RECOMMENDATION

Adopt the Resolution 9093 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A 10% OUT OF CLASS PAY FOR THE CITY ADMINISTRATOR, BILL LAGRONE, DURING SERVICE AS ACTING POLICE CHIEF

ATTACHMENTS

Resolution 9093

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9093**

A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A 10% OUT OF CLASS PAY FOR THE CITY ADMINISTRATOR, BILL LAGRONE, DURING SERVICE AS ACTING POLICE CHIEF

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

- 1. The Council approves a 10% out of class pay for the City Administrator, Bill Lagrone, while he serves as the Acting Police Chief, effective June 14, 2022.
- 2. The Assistant City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 16, 2022 by the following vote:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MATT THOMPSON, ACTING CITY ENGINEER

RE: GRANTING PGE AN TEMPORARY EASEMENT

DATE: AUGUST 16, 2022

SUMMARY

The Council may consider granting a temporary easement to PG&E at the municipal corporation yard (Yard) for the purposes of installing emergency generators.

DISCUSSION

PG&E is planning to place temporary generators adjacent to their facility on Veatch Street. They do not have the required space at their site, so they are requesting to use vacant land at the Yard. According to the request from PG&E the,

“the purpose of this work is to install temporary generation that will only be utilized during grid capacity emergencies. These generators will be directed by CAL ISO during deemed grid emergency events and need for additional support. The hope is with this additional grid support we can help stabilize the grid. Once again these generators will only run during a state of emergency of capacity shortfall for the grid.”

The term of the easement would be between five and eleven months.

FISCAL IMPACT

PG&E would pay \$2000 per month for the easement.

RECOMMENDATION

Staff recommends that the Council direct the City Administrator to approval of the temporary easement.

ATTACHMENTS

Temporary_Construction_Easement_Oroville_to_PGE_2022

TEMPORARY CONSTRUCTION EASEMENT

CITY OF OROVILLE

(“**Property Owner**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”), a temporary construction easement (“**TCE**”), to be used in connection with PG&E’s PSPS Temporary Generator Installation project (“**PG&E’s Project**”), within Property Owner’s lands which are situated in the City of Oroville, County of Butte, State of California, identified as County Assessor’s Parcel Number 035-250-002, 012-185-019, & 012-190-021 (the “**Property**”).

The activities allowed under this TCE are described as follows:

- (a) *To gravel and use for laydown and staging purposes, including the right to park generation equipment only*
- (b) *to grade (including the necessary cuts and fills), gravel, and use existing and/or proposed road(s).*
- (c) *to construct and gravel a pad, and use such pad for temporary generators.*
- (d) *to park vehicles in connection with PG&E’s Project.*

The activities described above shall be within the area(s) delineated on the map attached and collectively referred to as (“**Temporary Easement Area**”).

1. **Term.** The term of this TCE shall be for a period of 3 months commencing on August 22nd, 2022 and shall terminate on November 21st, 2022 (the “**Term**”). PG&E, through mutual agreement with Property Owner and subject to the terms herein, shall have the option to extend the Term on a month to month basis for up to six (6) month(s) by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
2. **Compensation.** PG&E shall pay Property Owner two thousand dollars (\$2,000) per month for a total amount of six thousand dollars (\$6,000) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the Term of this TCE, PG&E shall pay Property Owner two thousand dollars (\$2,000) per month. Any extension of Term shall be subject to prior review and mutual agreement of rent amount.
3. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area along the route(s) as shown on the map attached. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area, and shall remove such fencing and gates at the end of the Term. Fencing must meet city standards.

4. **Indemnification.** PG&E shall indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Property Owner's comparative negligence or willful misconduct.
5. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.
6. **Storm Water Pollution Prevention Plan (SWPPP)** – The State of California Construction General Permit (SWPPP) requires that PG&E shall establish a uniform vegetative cover equivalent up to 70% coverage of pre-construction vegetative conditions (wood mulch or gravel is acceptable also); and shall return the Temporary Easement Area to its original line and grade and/or compacted to achieve stabilization. Property Owner understands and agrees that PG&E's establishment of a uniform vegetative cover may require PG&E to access the Temporary Easement Area upon and after the Term to perform the permit's required inspections. PG&E shall have the right to access the Temporary Easement Area to allow it to meet its State mandated obligations.
7. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property. PG&E shall not be responsible for removing any gravel from the Temporary Easement Area and Property Owner shall own and assume all maintenance and liability associated with the gravel.
8. **Insurance.** PG&E certifies it is insured under a major risk management program with large self-insured retentions, with the minimum amount of \$1,000,000 covering PG&E use of the Temporary Easement Area under this TCE.
9. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
10. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.
11. **Notices.** Any notices or communications hereunder shall be in writing and shall be personally delivered, or by email transmission, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice.

If to Property Owner: Matt Thompson, city engineer , 1735 Montgomery St. Oroville, CA 95965, mthompson@cityoforoville.org and 530-538-2507

If to PG&E: Trevor LaTurner, Right of Way Agent, 2730 Gateway Oaks Sacramento CA 95833, Trevor.laturner@pge.com and 916-205-4628

- 12. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
- 13. **Successors, Heirs, and Assigns.** This provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.
- 14. **Electronic Signatures.** This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.
- 15. **Execution in Counterparts.** This TCE may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

PROPERTY OWNER:

PG&E:

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit A
(APNs: 035-250-002, 012-185-019, & 012-190-021)



**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: SCOTT E. HUBER, CITY ATTORNEY

**RE: RESPONSE TO 2019-2020 FINAL BUTTE COUNTY GRAND JURY
REPORT**

DATE: AUGUST 16, 2022

SUMMARY

The Council will consider approving the response to the Final 2019-2020 Butte County Grand Jury Report on behalf of the City of Oroville, which will be provided under separate cover.

DISCUSSION

On June 24, 2022, the Butte County Grand Jury issued a final report related to investigation it conducted resulting from complaints it received from members of the public. The Grand Jury conducted inquiry related to these complaints. It should be noted that City staff provided all documents in existence that were requested by the Grand Jury in a timely manner. The Grand Jury made several comments and recommendations.

As has occurred in previous years, the Grand Jury requests a response from the City Council. In addition, the Grand Jury invites the Mayor and City Administrator to offer responses without any statutory authority to make such an invitation. Similar invitations have occurred in prior years and the final response incorporates the thoughts of those invited to respond.

Penal Code section 933, subsection (c), provides that when the grand jury submits a final report on the operations of any public agency, "the governing body of the public agency shall comment ... on the findings and recommendations pertaining to matters under the control of the governing body...." Accordingly, the response must come solely from the City Council.

FISCAL IMPACT

None.

RECOMMENDATION

Approve the City of Oroville's response to the 2019-2020 Final Butte County Grand Jury Report and authorize the Mayor to sign the response.

ATTACHMENTS

Draft Response to the 2019-2020 Final Butte County Grand Jury Report (provided under separate cover)



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: TOM LANDO, ACTING CITY ADMINISTRATOR

RE: REQUEST FOR DESIGNATION OF VOTING DELEGATE AND ALTERNATES FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

DATE: AUGUST 16, 2022

SUMMARY:

The Council may consider the appointment of (1) one Council Member to serve as the City of Oroville’s voting delegate and up to (2) two Council Members to serve as alternates for the 2022 League of California Cities Conference in Long Beach, CA.

DISCUSSION:

The City has received a letter from the League of California Cities requesting the City to designate a member of the City Council as the voting member for the City of Oroville at the annual California League of Cities Conference. The League of California Cities has also requested the Council designate two alternates in the event the Designated Voting member is unavailable to attend the Conference. The Conference is intended to provide members with professional development programs, information and resources to best represent their individual communities. This Conference allows each City a vote for policies for the League that will determine future advocacy efforts on behalf of member Cities by the League of California Cities.

The League of California Cities 2022 Annual Conference will be held in Long Beach, CA, September 7-9. Cost for registration for the Conference is \$650.00 per attendee.

Approximate Conference Cost

Attendees	Registration
Voting Member	\$650.00
Alternate	\$650.00
Alternate	\$650.00

More information regarding the conference schedule and registration may be found here: <https://www.calcities.org/detail-pages/event/2022/09/07/default-calendar/annual-conference-and-expo>

Approximate cost does not include the cost of hotel, flights, or meals for those who attend. Fuel and Meals will be reimbursed with appropriate receipts submitted for payment.

FISCAL IMPACT:

Training fund balance for 2022/2023 fiscal year is \$4,000.

Cost of Conference depends on number of members in attendance.

RECOMMENDATION:

Provide direction as necessary

Option A: Authorize (1) one to (3) three attendees, Authorize Mayor to sign form affirming names provided are those selected to represent the City of Oroville at the 2021 League of California Cities Conference.

Option B: Do not attend Conference

ATTACHMENTS

A Letter from League of California Cities



Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the [Cal Cities](#) website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@calcities.org; Phone: (916) 658-8254

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: LIZ EHRENSTROM, HUMAN RESOURCE MANAGER

**RE: RESOLUTION OF INTENT TO AMEND THE CALPERS
CONTRACT TO END UNREPRESENTED EMPLOYEES
SHARING ADDITIONAL COSTS AND FIRST READING
OF THE ORDINANCE**

DATE: AUGUST 16, 2022

SUMMARY

The Council may consider approving a Resolution of Intent to amend the California Public Employees' Retirement System (CalPERS) contract to end employees cost sharing for the Unrepresented Employee Unit and conduct a public hearing on the first reading of the Ordinance to amend the contract.

DISCUSSION

With the adoption of the current Department Head Employee Agreements with City Administrator, Bill LaGrone, Assistant Director of Community Development, Dawn Nevers, Finance Director, Ruth Duncan, Code Enforcement Director, Ron Belser and Business Assistance and Housing Director, Amy Bergstrand, at a regular council meeting on May 17, 2022, this Notice of Intent Resolution to CalPERS is the first step in the amendment process to eliminate the current cost sharing agreement with department heads. Once the CalPERS amendment is complete, miscellaneous members will pay their normal 7%-member contribution and safety members will pay their normal 9%-member contribution. The City must amend its contract with CalPERS to eliminate the reporting of the additional amounts Unrepresented Unit members are paying, pursuant to the Public Employees' Retirement Law. The proposed change is:

"The City of Oroville would like to amend the contract for Section 20516 in the amount of -5% reducing the total to 0% cost share for Classic Local Miscellaneous Members in the CBU 02 Unrepresented Miscellaneous Management Unit and -3% reducing the total to 0% cost share for Classic Local Safety Members in the CBU 01 Unrepresentative safety Management Unit."

In addition, Council will hold a public hearing for the first reading of the Ordinance to amend the contract. Staff recommends approving the Resolution and the Ordinance.

FISCAL IMPACT

Cost of \$22,780 for the current fiscal year to come out of the corresponding department budgets.

RECOMMENDATIONS

Council Action Requested: Adopt Resolution No. 9095 - A RESOLUTION OF INTENTION BY THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF OROVILLE AND THE FIRST READING OF THE ORDINANCE.

ATTACHMENTS

Resolution No. 9095
Ordinance

Resolution No. _____

**RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF OROVILLE**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To end Section 20516 (Employees Sharing Additional Cost) of 5% for classic local miscellaneous members in the Unrepresented Miscellaneous Management Unit and 3% for classic local safety members in the Unrepresented Safety Management Unit.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

August 16, 2022
Date adopted and approved

CITY OF OROVILLE
ORDINANCE NO. 1868

Item 12.

An Ordinance of the Oroville City Council of the
(Name of Governing Body)
City of Oroville authorizing an amendment
(Name of Public Agency)

to the contract between the Oroville City Council of the
(Name of Governing Body)
City of Oroville and the
(Name of Public Agency)

Board of Administration of the California Public Employees' Retirement System.

The Oroville City Council of the
(Name of Governing Body)
City of Oroville does ordain as follows:
(Name of Public Agency)

Section 1.

That an amendment to the contract between the Oroville City Council
(Name of Governing Body)
of the City of Oroville
(Name of Public Agency)

and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 2.

The Mayor of the Oroville City Council
(Title of Presiding Officer) (Name of Governing Body)

is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

Section 3.

This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 10 days from the passage thereof shall be published at least once in the

Oroville Mercury Register, a newspaper of general circulation,
(Name of Newspaper)

published and circulated in the City of Oroville and thenceforth and
(Name of City or County)
thereafter the same shall be in full force and effect.

Adopted and approved this 16th day of August, 2022.

Mayor Reynolds, Presiding Officer

Attest:

Bill LaGrone, City Clerk



EXHIBIT

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Oroville



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1961, and witnessed October 3, 1960, and as amended effective October 1, 1968, October 1, 1973, December 27, 1976, January 5, 1977, April 16, 1979, March 3, 1980, May 25, 1981, August 1, 1983, January 6, 1992, July 1, 1993, April 24, 1995, September 22, 1995, September 6, 1999, December 25, 2000, April 29, 2002, August 14, 2017, December 18, 2017, and April 23, 2018, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective April 23, 2018, and hereby replaced by the following paragraphs numbered 1 through 15 inclusive:
 - 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1961, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to March 31, 1979, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
7. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
10. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
 - b. Section 21319 (One-Time 15% Increase for Local Miscellaneous Members Who Retired or Died Prior to July 1, 1971). Legislation repealed said Section effective January 1, 2002.
 - c. Section 20020.1 ("Local Police Officer" shall include employees of a police department who were employed to perform identification or communication duties on August 4, 1972, and who elected to be local safety members within six months of January 5, 1977). Legislation repealed said Section effective January 1, 1985.
 - d. Section 21151 (Industrial Disability Retirement For Local Miscellaneous Members).

- e. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).
- f. Section 21427 (Improved Nonindustrial Disability Allowance).
- g. Section 21574 (Fourth Level of 1959 Survivor Benefits).
- h. Section 21325 (One-Time 3% to 15% Increase For Local Miscellaneous Members and Local Safety Members Who Retired or Died Prior to January 1, 1974). Legislation repealed said Section effective January 1, 2002.
- i. Section 21326 (One-Time 1% to 7% Increase For Local Miscellaneous Members and Local Safety Members Who Retired or Died Prior to July 1, 1974). Legislation repealed said Section effective January 1, 2002.
- j. Section 20042 (One-Year Final Compensation) for classic members only.
- k. Section 20903 (Two Years Additional Service Credit).
- l. Section 21024 (Military Service Credit as Public Service) for local police members only.
- m. Section 20965 (Credit for Unused Sick Leave).
- n. Section 20516 (Employees Sharing Additional Cost):

From and after August 14, 2017, and until the effective date of this amendment to contract, 5% for classic local miscellaneous members in the Unrepresented Miscellaneous Management Unit.

From and after August 14, 2017, and until the effective date of this amendment to contract, 3% for classic local safety members in the Unrepresented Safety Management Unit.

From and after December 18, 2017, 3% for local miscellaneous members in the Oroville Police Officers' Association.

From and after December 18, 2017, 3% for local police members in the Oroville Police Officers' Association.

From and after April 23, 2018, 11.4% for local fire members in the Oroville Firefighter's Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

11. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on December 27, 1976. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
12. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
13. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
14. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

15. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF OROVILLE

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



City of Oroville

OFFICE OF THE CITY ADMINISTRATOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2433 FAX (530) 538-2468
www.cityoforoville.org

Monthly Department Report July 2022

BUILDING

- Permits Issued – 80
- Applications Received - 85
- Total Permits Finalized – 39
- Business Licenses/Occupancies Issued – 7 (5 new business/ 2 owner change/0 location change)
- **Continued increase** in commercial, retail & drive-thru development interest
- Permit Violations due to Code Enforcement Stop Work Notices **\$595.00**

CODE ENFORCEMENT

CODE ENFORCEMENT DIVISION MONTHLY REPORT

July 1, 2022 – July 31, 2022

<u>CODE ENFORCEMENT ACTIVITIES</u>	
Total Active Code Enforcement Cases	241
Cases Closed	205
New Cases Opened	128
Fees Collected:	
Vacant Building Monitoring Fee's:	\$718.00
Citations	\$800.00
<u>NEW CODE ENFORCEMENT CASES/ CASE DESIGNATIONS</u>	
Abandoned Vehicle Abatement	49
Building Code Violation(s)	10

Graffiti	2
Multi-Family	5
Public Nuisance(s)	66
Sub-Standard Housing	0
New Vacant Building Monitoring	2
Stop Work Notices Issued	7

Summary: In July the Code Enforcement Team completed 8 hours of de-escalation training presented by the Butte College Law Enforcement Academy. My Code Enforcement team works closely with Law Enforcement and this training was with Code Enforcement and Law Enforcement giving a mixed view of how critical incidents are handled and how Code Enforcement can remain safe during these times.

My team continues to enforcement the Abandoned Vehicle Abatement program towing over 40 cars in July. It should be noted only two of these cars towed were reported by citizens the rest were self-initiated cases.

I would like to finish the report by relaying an incident the occurred at a residence on Oro Bangor Highway. I received a complaint of multiple subjects living in a substandard home in the area of Oro Bangor Highway, I responded with my code enforcement team to utilize this type of complaint as on the job training instead of just assigning the case to one CE Technician. Prior to arriving to the location my team and I conducted a history check of the location for safety. Over the past several months police were dispatched to welfare checks on children at this location and some children were found unattended in the roadway and in poor condition. Upon our arrival a young lady answered the door. Walking out with the young lady was two small children. They were dirty and wearing soaked diapers. After several requests the mom came out. We discussed the lack of sewer and the mom consented to an exterior inspection of the property only. In the back yard my team found feces, used toilet paper, standing water from a malfunctioning swamp cooler and large amounts of trash. For our safety we decided to clear this area and return to the office and discuss a game plan.

Per policy and mandated reporting requirements we cross reported our findings to the Children Services Division, the Oroville Police Department and notified the property manager. Children Services and the Oroville Police responded and removed 10 children from this location. The property manager arrived with a crew and repaired the sewer issue and standing water issue. The property manager and owner are moving forward with evicting the tenant. The property will continue to be monitored by my team until the home is no longer substandard. This was a good learning experience for my team and because of their efforts and the efforts of CSD and OPD children were removed from a hazardous environment.

ENGINEERING

Capital Projects

PROJECTS AND OTHER ACTIVITIES

Project or Activity	Recent Activity	Next Milestone
Washington Paving	Surveying	
Nelson At SB Ramp	Design underway	Caltrans E.P. App
OHS – Yard at Bridge	90% Review underway	
Stanford Ave Sch Lot Paving	90% Review underway	
Encroachment Permits	15 issued	
SC-OR Ruddy Crk L.S.	Review of 90% plans	County Permits
Wyandotte Creek GSA	Monthly Meeting	
Ruddy Creek Sub	Review of Phase 1 plans	Resubmittal Expected
Development Review Comm	Monthly Meeting	
Mono Ave Apts LLA	Construction Underway	
Table Mountain Blvd Art Wall	Construction Underway	Revisit Hatchery to Montgomery
Portland Loos	The Loos have been delivered	Rolls, Anderson, and Rolls producing PS&E.
Dutch Bro's.	Civil plans approved	Encroachment permit
Riverbend Apartments Ph 2	Plan approved	Construction begun
Mitchell Ave. Senior Apartments Ph1	Construction has begun.	
Mitchell Ave Sr Apartments Ph 2	Construction has begun	
Linkside II Subdivision	Plans approved. Final map under review.	Construction anticipated to begin soon.
Mission Olive Grove Subdivision	Staff provided Developer with a draft punch list.	Response from Developer.
The Bluffs Subdivision	Staff continues to work with the owners to resolve the problems they have with sewer and storm drains.	Developer will correct deficiencies prior to the City accepting the facilities.
Olive Ranch Apartments Phase I	Construction is underway.	
Olive Ranch Apartments Phase II	Construction is underway.	
Olive Ranch Apartments Phase III	Construction is underway.	
Olive Ranch Frontage Imp	Construction underway	
Rte. 162 Ped-Bike-Mobility	Staff has worked with our consultants to resolve RW issues. Environmental work completed.	Development of PS&E. Discussions with property owners regarding RW.
Prospect View	Plans approved	Construction underway
Elgin & Fort Wayne Topography and Drainage (South Oroville Drainage)	Staff has issued a T.O. to Gilbert Engineering	Wait of Topographic Survey
Tractor Supply TSM	Approved by Planning Comm	

Project or Activity	Recent Activity	Next Milestone
Feather Ranch VTSM	Design Review Comm	
5 th Avenue Traffic Study	Petition Received from Citizen	Conduct Study
Pomona Traffic Study	Petition Received from Citizen	Conduct Study/
Hampton Inn	SWPPP Violation	Corrected by Developer.

PLANNING

- The Draft 2022-2030 Housing Element was adopted by the City Council on July 19 and is now at HCD for their certification review.
- On July 28 the Planning Commission re-elected Carl Durling as Chair and Wyatt Jenkins as Vice-Chair.
- Supported the July Planning Commission meetings. Projects reviewed by the Commission included Use Permit for the Dialysis clinic expansion, new modular classrooms at the STREAM Charter school, and a new 1,200 square foot garage/ADU/shop at 293 Table Mountain Blvd.
- Supported the July 14 Development Review Committee (DRC) meeting. Projects reviewed included the three projects listed above for Planning Commission, plus a Truck shop building at Sierra Pacific on South 5th Avenue and a new Tribal Health maintenance building at 2145 5th Avenue.
- Worked on the Branding Oroville project. Have scheduled a 3-day visit by the branding team for the week of August 15. Itinerary to include interviews with all Council members, several focus groups, and many individuals. Presentation to Council scheduled for the August 16 Council meeting.
- Moving forward with the South Ophir EIR. Developing the project description.
- Currently reviewing or completed review of 20 active planning and building permit applications including sign, zoning compliance, solar, re-zonings and use permits. Reviewing or completed reviewing of 11 separate event, home occupation and other administrative permits.
- Addressed dozens of phone, walk-in and email inquiries for potential annexations, commercial, industrial, ADU, fence, and setbacks. Helping potential applicants move their projects forward incrementally.
- Received a full application for “Feather Ranch” Subdivision, which would create 172 new lots from an existing 45-acre parcel north of the Airport. The project will require a General Plan Amendment and Rezone, and a Tentative Subdivision Map. In addition, the Council will likely be asked by the applicant to overrule the Butte County Airport Land Use Commission’s density limitations at that location.
- The Southside Revitalization Zone Champions had a brunch on July 23 which included outreach to residents to identify housing and personal concerns to address.1600
- A proposal to reduce setbacks on small lots in Southside will go to the Planning Commission on August 25
- Danny Kopshever, Assistant Planner, has returned to us after getting married in Chile.

PARKS & TREES DEPARTMENT

The following is a list of things we are working on or accomplished in July:

- Cleaning parks and green areas on a routine basis
- Conducted and attended numerous trainings and safety meetings
- Worked in all LLAD areas cleaning, pruning, and weeding
- Trimming small and medium sized trees for site clearances
- Continued watering street trees with the City water truck
- Continued working weekends, cleaning, and working events in the Parks
- Open and close museums on a regular basis
- Install numerous street, regulatory, and warning signs
- Spray herbicides in various areas around the City
- Mowed on a regular basis
- Ran street sweeper on a regular basis
- Spent 23 crew hours cleaning and repairing graffitied and vandalized areas throughout the parks and other facilities
- Filled over 22 potholes
- Picked up illegally dumped items on a routine basis throughout town; assisted Code Enforcement and the City Works Crew with private property clean-ups
- Continued running through numerous irrigation systems and making repairs
- Continued painting street markings and legends
- Cleaned fireworks debris from 4th of July
- Repaired sinkholes on Stauss Ave and on Flying Cloud Wy
- Asphalt repairs on Donna Court and on Eucalyptus Ave

This is a partial list and does not include some of the smaller or remedial tasks that we conduct on a day-to-day basis.

BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT

- Credit Reporting Maintenance (ongoing)
- Loan Portfolio Monitoring (ongoing)
- Housing Element Update-Submitted to the State for review. Was submitted for State approval.
- Annual and quarterly for 13 active grants were submitted by 7/31/2022
- CDBG DR-MHP -Phase 2 of Lincoln Street Senior Apartments was approved for additional funding 7/8/2022. Total amount awarded to the City of Oroville \$17,000,089
- CDBG CV 2&3
 - OCESD Received plans and are working with architect on bidding documents.
 - Community Action Agency Utility Assistance Program-This program is in the process of being cancelled and the funding will move to the Wyandotte Avenue Project.
- Resubmitted an Encampment Resolution Grant for second round of funding.
- Submitted CDBG application for \$500,000 Neighborhood Cleanup Program

CITY CLERK

- Processed 22 Public Records Requests June and July 2022
 - 106 Public Records Request processed January 1, 2022 – July 31, 2022
 - 24 Open Requests
- Agenda and Meeting Management for 11 Meetings – June and July 2022
 - 39 meetings through July 31, 2022.
- Upcoming Meetings:
 - Council Meeting – September 6 and 20
 - Planning Commission – August 25
 - Wyandotte Creek GSA – June 25
 - Arts and Parks Commission – October 11
 - SBF Steering Committee – October 26
 - Citizens Oversight Committee – August 23
- Records Management for Council approved documents
- Monthly meeting room setup for LAFCO, OCESD and Chamber of Commerce
- Records Management for Planning Commission
- Received and Processed City Claims
- Continue to work on the City Hall Scanning Project
- Notarized and recorded documents and maps for various departments
- Assisted Departments with Record Searching and retrieval
- Assisted departments with creation of Staff Reports, Resolutions and Ordinances
- Working on Election Duties for November Election
 - Election Calendar
 - Candidate Packets
 - County Clerks Meeting
 - Candidate Appointments and Correspondence
- Processed Council Mail, Legal Mail and Certificates of Insurance
- Continue to complete other day to day duties of the Clerks Department

FINANCE DEPARTMENT

- Software deployment
 - Payroll Software, UKG Ready
 - Progress being made with a Go live date set for January 1st 2023
 - Financial Software, Tyler Technologies
 - Two full days are devoted each week to set up and trainings.
 - ClearGov Transparency software, still implementing
 - Digital Budget Book
 - Operational Budgeting
 - Transparency Portal
- Policy updating
 - Split the Budget and Purchasing Policy into two separate policies
 - Create a Sewer Fees policy
- Project to clean up and close the Deposits Payable Agency Fund
- Develop a new cost allocation for the new budget year
- Set up new web portal for administration of
 - Utility User Tax
 - Transient Occupancy Tax
 - Business Licenses
- Updating the Master Fee Schedule
- Opening a new Investment Managed Account with Chandler Asset Mgmt

- This task is on hold while the market is in turmoil
- Starting a project to audit Utility User Tax and Franchise Fee revenues with Muni Services
- Reporting for Butte Co Association of Governments.
- Year End closing process
- Complete Tax Roll items.

HUMAN RESOURCES

- **NO REPORT PROVIDED**

RECYCLING PROGRAM

- Working with Jennifer Arbuckle on SB 1383 Ordinance and updating codes.

AIRPORT DIVISION

- Addressed damages following vandalism on main ramp (fire extinguishers were deployed all over asphalt surfaces near FBO again). Washed and swept affected areas to remove corrosive dust. Coordinated with OPD for plane vandalism reporting and extracted video surveillance footage.
- Worked with OPD and Cal Fire for events related to July 4th fireworks display
- Swept runways and taxiways to remove FOD following July 4th fireworks display
- Conducted extensive cleanup following unreported material spills related to application equipment testing by A&P Helicopters on south ramp
- Coordinate with APEX Environmental and RWQCB for additional soil sampling at site of jet crash from 2018 required by RWQCB
- Annual fuel system inspection from EPIC Fuels. Replaced pressure and reclaim filters as part of annual maintenance.
- Fuel testing / tank sumping
- Airport lighting inspections / replacements as needed
- Hangar door maintenance and lubrication for hangars H- as needed

INFORMATION TECHNOLOGY

- The IT department is down 2 employees and is working to refill those positions.
- Moving server infrastructure from the old server room to the new server room.
- Currently installing the new data backup system.
- Working on the purchase and installation of new car radios for the police department. The vehicle installation will also include the body camera activation gear.
- Working with the state to get the Next Generation 911 gear installed at the Police Department. Text-to-911 has now been transitioned over to the new system.

GEOGRAPHIC INFORMATION SERVICES

- As needed services provided by Spatial California Services.

PUBLIC WORKS DEPARTMENT**Fleet Maintenance Division**

MECHANIC'S SHOP SUMMARY OF REPAIRS 2022						
MONTH	auto / light truck	heavy equip.	trucks 1-ton plus	small equip.	misc. repair	total
January	19	2	11	1	2	35
February	16	1	12	3	4	36
March	20	3	10	3	4	40
April	19	1	15	1	4	40
May	13	2	11	3	4	33
June	20	4	13	1	4	42
July	17	2	11	2	4	36
August						
September						
October						
November						
December						
YEAR TOTAL	124	15	83	14	26	262
						262

Electrical

- Traffic signal maintenance and functional checks
- Street light inspections once per week during night hours
- Installed circuits and outlets for OPD armory
- Assisted Airport Manager with airport lighting repairs and hangar door adjustments by use of arial lift truck

- OPD gate adjustments
- Worked with St. Francis on the Myers x Mitchell ADA curb ramp installation

Sewer Division

- Sewer pump station functional tests Monday's, Wednesday's and Friday's
- Monthly electrical generator and alarm system functional tests
- Monthly and bi-monthly "hot spot" sewer line cleaning
- USANorth utility locates daily
- Ongoing condition assessment via sewer line cleaning and CCTV inspections
- Asbestos pipe safety training
- CCTV Van demo

PUBLIC SAFETY

Police Activity:

- Calls for Service 2,976
- Officer Initiated Incidents 687
 - **Total Incidents 3,663**
 - **Total Reports 366**
 - **Total Arrests 154**
 - **Total Citations 91**



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, CHIEF OF POLICE

RE: POLICE DEPARTMENT MONTHLY REPORT FOR JULY 2022

DATE: AUGUST 16, 2022

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	20	29	9
Dispatcher	5	7	2
Municipal Law Enforcement	8	9	1
Administrative Personnel	2	4	2

Department Activity:

Events Year to Date 2018	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
20,514	4:25 minutes	6:05 minutes	8 - 11 minutes

Patrol Checks and Park Patrols:

	Patrol Checks
July 2022	329
Year to Date	1759

Parking Enforcement Citations Issued:

July 2022	Year to Date 2022	July 2021	Year to date 2021
27	88	8	63

Police Activity:

	July 2021	July 2022	Year to date 2021	Year to date 2022
Arrest				
Misdemeanor	145	147	923	708
Felony	63	58	383	286

	July 2021	July 2022	Year to date 2021	Year to date 2022
Citations				
	32	92	596	379

Uniform Crime Reporting:

Crimes of Violence	July 2022	Year to Date JANUARY – DECEMBER
Homicide	0	2
Rape	3	6
Robbery	1	16
Aggravated Assault	4	20

SPCA Statics:**Service Calls by Priority:**

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	13	71	5.49
Priority	32	202	6.32
At Officer Convenience	22	119	5.43
After Hours	33	237	7.18

Animal Intake and Outcome Stats:

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
88	78	55	28	4	1	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	1	2	0	0	0
Died	2	0	2	0	0	0
Disposal	8	2	1	0	0	5
Euthanasia	46	5	38	0	0	3
RTO	18	14	3	0	0	1
Transfer	1	0	0	0	1	0

*Others are wild animals such as bats, skunks, snakes, possums, etc....

SPCA After-hours call outs:

July 2022
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Shoes for Kids:

Shoes Provided	Socks Provided
None due to	Summer break

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