



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Oroville, CA. 95965

**January 21, 2020**  
**REGULAR MEETING**  
**CLOSED SESSION 3:30 PM**  
**OPEN SESSION 5:30 PM**  
**AGENDA**

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### REQUESTS TO ADDRESS COUNCIL

If you would like to address the Council at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the City Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the Mayor or presiding chair in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, **please submit the form prior to the conclusion of the staff presentation for that item.** Council has established time limitations of two (2) minutes per speaker on all items and an overall time limit of thirty minutes for non-agenda items. If more than 10 speaker cards are submitted for non-agenda items, the time limitation would be reduced to one and a half minutes per speaker. If more than 15 speaker cards are submitted for non-agenda items, the first 15 speakers will be randomly selected to speak at the beginning of the meeting, with the remaining speakers given an opportunity at the end. **(California Government Code §54954.3(b)).** Pursuant to Government Code Section 54954.2, the Council is prohibited from taking action except for a brief response from the Council or staff to statements or questions relating to a non-agenda item.

### CALL TO ORDER / ROLL CALL

Council Members: David Pittman, Eric Smith, Linda Draper, 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 to consider the employment related to the following positions: Assistant Community Development Director.
2. Pursuant to Government Code Section 54957(b), the Council will meet with the City Administrator, Personnel Officer, and City Attorney to consider the employment related to the following position: Assistant City Administrator.
3. 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 cases.
4. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Firefighters' Association, Oroville Police Officers Association (Sworn and Non-Sworn), Oroville Public Safety Mid-Managers Association, Oroville Management and Confidential Association, and Oroville City Employees Association.

## OPEN SESSION

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

## 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 - 6** 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 the January 7, 2020 Council Meeting

#### RECOMMENDATION

Approve the Minutes of the January 7, 2020 City Council Meeting

### 2. REQUEST FOR EXTENSION OF AGREEMENT 3274-2 – A GRANT AGREEMENT WITH THE BIRDCAGE THEATRE

The City Council may approve a recommendation from the Arts Commission to extend Agreement 3274-2 to May 31, 2020.

#### RECOMMENDATION

APPROVE the Arts Commission recommendation; and

**ADOPT Resolution No. 8830** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED GRANT AGREEMENT RELATING TO THE OROVILLE ARTS & DOWNTOWN BEAUTIFICATION PROJECTS (Agreement 3274-2)

### 3. FEE WAIVER FOR FLAG POLE AND SHADE STRUCTURE FOR THE VETERANS MEMORIAL FOR ALL OF BUTTE COUNTY

The Council will consider a fee waiver request in the amount of \$1,587.91 for the installation of a shade structure and a flag pole for the Veterans Memorial for all of Butte County located at 2310 Montgomery Street.

#### RECOMMENDATION

Staff recommends wavier of all permit and plan check fees for this project.

**4. ESTABLISH BUDGET AND APPROPRIATION FOR SB2 PLANNING GRANT TO PROMOTE HOUSING DEVELOPMENT IN OROVILLE**

Establish Budget and appropriation for SB2 Planning Grant to promote housing development in Oroville

**RECOMMENDATION**

Approve budget and appropriation for implementation of the awarded SB2 Planning Grant.

**5. AMENDMENT OF ORIGINAL AGREEMENT TO EXTEND THE TERM OF THE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**

The Council may consider an Amendment to the Agreement with the California Department of Parks and Recreation, for extra patrols in the State Parks Recreation area in and around Oroville, extending the terms through January 31, 2021.

**RECOMMENDATION**

**Adopt Resolution No. 8831** – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE PUBLIC SAFETY DIRECTOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE STATE DEPARTMENT OF PARKS AND RECREATION, EXTENDING THE TERM THROUGH JANUARY 31, 2021.

**6. PURCHASE OF A STUMPEX STUMP GRINDER**

The Council may consider authorizing staff to purchase a Stumpex Stump Grinder.

**RECOMMENDATION**

Authorize staff to purchase the Stumpex Stump Grinder

# PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

- Mayor or Chairperson opens the public hearing.
- Staff presents and answers questions from Council
- The hearing is opened for public comment limited to two (2) 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
- Council debate and action

## **7. PUBLIC HEARING TO RECEIVE INPUT REGARDING TRANSITION TO BY-DISTRICT ELECTIONS FOR COUNCIL MEMBERS**

The Council will hold a public hearing to receive a presentation from Q2 Data & Research LLC and to receive input from the public regarding the transition to a by-district election process.

### **RECOMMENDATION**

Open a public hearing to receive a presentation from Q2 Data & Research LLC and to receive input from the public

## **8. SECOND READING OF A DRAFT ORDINANCE OF THE CITY OF OROVILLE AMENDING SECTIONS 17.04.060 AND 5.28.010 AND ADDING SECTIONS 5.28.095, 5.28.130 AND 5.28.140 OF THE OROVILLE MUNICIPAL CODE REGARDING PROHIBITING THE SALE OF FLAVORED TOBACCO**

The Council will hold a public hearing to consider approving the second reading of an ordinance to prohibit the sale of flavored tobacco within the City limits. Input will be considered from the Planning Commission and the public on both sides of the issue.

### **RECOMMENDATION**

**Adopt Ordinance 1841 -- AN ORDINANCE OF THE CITY OF OROVILLE AMENDING SECTIONS 17.04.060 AND 5.28.010 AND ADDING SECTIONS 5.28.095, 5.28.130 AND 5.28.140 OF THE OROVILLE MUNICIPAL CODE REGARDING PROHIBITING THE SALE OF FLAVORED TOBACCO.**

# REGULAR BUSINESS

## **9. FISCAL YEAR UPDATE**

The Council will hear an update of Council accomplishments and financial update for first half of fiscal year 2019/2020

### **RECOMMENDATION**

Provide staff direction as to necessary staffing changes and return to Council with any necessary budget adjustments

## REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
4. Correspondence
  - [i.](#) Letter of Resignation - Parks Commissioner Scott Lawrence
  - [ii.](#) FERC - Oroville Spillway Recovery and Forbestown Diversion Dam Letters
  - [iii.](#) Butte County Planning Commission Public Hearing Notice

## ADJOURN THE MEETING

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

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





**January 07, 2020  
MINUTES**

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This agenda was posted on January 3, 2020 at 3pm. This meeting was recorded and can be viewed at [cityoforoville.org](http://cityoforoville.org).

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## **CALL TO ORDER / ROLL CALL**

Mayor Reynolds called the meeting to order at 4:30pm.

**PRESENT:** Council Members: David Pittman, Eric Smith, Linda Draper, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson, Mayor Chuck Reynolds

**ABSENT:** None

**STAFF:** City Administrator Bill LaGrone, Assistant City Administrator Ruth Wright, Assistant City Administrator Joe Deal, Assistant City Clerk Jackie Glover, Project Manager Tom Lando, City Attorney Scott Huber, Principle Planner Wes Ervin, Management Analyst III Amy Bergstrand, City Treasurer Karolyn Fairbanks

## **CLOSED SESSION**

The Council Convened to closed session at 4:35pm

The Council Reconvened at 4:36pm.

The City Attorney announced: The following item came to the attention of the City staff subsequent to the posting of the agenda for this January 7, 2020 meeting. Pursuant to Government Code Section 54954.2, staff is requesting the Council take action to add the following item to the agenda.

Motion by Mayor Reynolds and second by Council Member Draper to Amend the Closed Session Agenda to add Item No.3 as follows: Pursuant to Government Code Section 54957(b), the council will meet with the City Administrator, Personnel Officer, and the City Attorney to consider the employment related to the following position: Assistant City Administrator. Motion Passed.

**AYES:** Council Member Hatley, Pittman, Goodson, Smith, Draper, Vice Mayor Thomson and Mayor Reynolds

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

The Council held a Closed Session on the following:

1. 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 cases.
2. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Firefighters' Association, Oroville Police Officers Association (Sworn and Non-Sworn), Oroville

3. Pursuant to Government Code Section 54957(b), the council will meet with the City Administrator, Personnel Officer, and the City Attorney to consider the employment related to the following position: Assistant City Administrator. Motion Passed.

## OPEN SESSION

The Council reconvened from closed session at 5pm.

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 Draper to adopt the agenda. Motion passed.

AYES: Council Member Hatley, Pittman, Goodson, Smith, Draper, Vice Mayor Thomson and Mayor Reynolds

NOES: None

ABSTAIN: None

ABSENT: None

## PRESENTATIONS AND PROCLAMATIONS

1. The Council Received a presentation from AMG & Associates regarding the Riverbend Family Apartments

## PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- Cheri Bunker
- Celia Hirschman
- The Camera Man

The Following individuals spoke on agenda items:

- Bobby O'Reiley – Item 2, 5, 7
- DeAnne Blankenship – Item 5
- Susan Sears – Item 5
- Mike Britton – Item 5
- Joshua Edwards – Item 5
- Chloe Graham – Item 5
- Joni Meyer – Item 5
- Bruce Baldwin – Item 5
- Katie Moose – Item 5
- Danette York – Item 5
- Kavinder Chatkara – Item 5
- Ashok – Item 5
- Panjak Verma (Tony) – Item 5
- Ellen Michels – Item 5
- Shelly Brantley – Item 5
- Celia Hirschman – Item 5
- The Cameraman – Item 5 & 7

## CONSENT CALENDAR

Motion by Council Member Goodson and second by Council Member draper to approve the consent calendar with and amendment to item number two's resolution to change the amount requested amount to \$20,000,000. Motion passed.



AYES: Council Member Hatley, Pittman, Goodson, Smith, Draper, Vice Mayor Thomson and Mayor Reynolds  
NOES: None  
ABSTAIN: None  
ABSENT: None

Item 1.

**1. APPROVAL OF THE MINUTES**

The Council approved the minutes of December 3, 2019 and December 17, 2019.

**2. AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES GRANT APPLICATION**

The Council **Adopted Resolution No. 8827**- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES (AHSC) PROGRAM

**3. CONSIDER AND APPROVE A JOB DESCRIPTIONS FOR COLLECTION SYSTEM OPERATORS I, II AND LEAD FOR THE SEWER DIVISION**

The City Council approved the new job descriptions for Collection System Operator I, II and Lead.

**4. CONSIDER AND ADOPT THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEE'S ASSOCIATION AND AUTHORIZATION TO GRANT STEP H TO ONE EMPLOYEE**

The Council **Adopt Resolution No. 8829** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEE'S ASSOCIATION – (Agreement No. 1432-15); and

**Approved and authorized** staff to move one employee to Step H of the current salary range.

**REGULAR BUSINESS**

**5. FIRST READING OF A DRAFT ORDINANCE OF THE CITY OF OROVILLE AMENDING SECTIONS 17.04.060 AND 5.28.010 AND ADDING SECTIONS 5.28.095, 5.28.130 AND 5.28.140 OF THE OROVILLE MUNICIPAL CODE REGARDING PROHIBITING THE SALE OF FLAVORED TOBACCO**

The Council considered approving the first reading of an ordinance to prohibit the sale of flavored tobacco within the City limits.

Motion by Council Member Draper and second by Council Member Goodson to approve first reading of ordinance as is, which prohibits the sale of all flavored tobacco products within the City limits. Motion passed.

AYES: Council Member Hatley, Pittman, Goodson, Smith, Draper, Vice Mayor Thomson and Mayor Reynolds  
NOES: None  
ABSTAIN: None  
ABSENT: None

## 6. ADOPTION OF BUTTE COUNTY LOCAL HAZARD MITIGATION PLAN

Item 1.

The Council considered adopting the Butte County Local Hazard Mitigation Plan.

Motion by Council Member Hatley and second by Council Member Pittman to adopt the the Butte County Local Hazard Mitigation Plan. Motion passed.

AYES: Council Member Hatley, Pittman, Goodson, Smith, Draper, Vice Mayor Thomson and Mayor Reynolds  
NOES: None  
ABSTAIN: None  
ABSENT: None

## 7. ADOPTION OF FORMAL MEETING SCHEDULE FOR 2020

The Council considered the formal meeting schedule for 2020. The Council adjusted the meeting times to 5:00pm for closed session and 5:30pm for open session.

Motion by Council Member Goodson and Second by Council Member Draper to approve the City's formal meeting schedule for 2020 with changing the Council meeting times to 5:00pm for closed session and 5:30pm for open session. Motion passed.

AYES: Council Member Hatley, Pittman, Goodson, Smith, Draper, Vice Mayor Thomson and Mayor Reynolds  
NOES: None  
ABSTAIN: None  
ABSENT: None

## REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
  - a. Draper – Mentioned that on December 30<sup>th</sup> Ace Gravison passed away, she attended the funeral on Saturday, he was a special person and will be missed in the community.
  - b. Goodson – Said Happy New Year to everyone and stated she appreciates working with everyone and looks forward to a great new year, Announced the Martin Luther King Pancake Breakfast on January 20, 2020 from 8-10am at the Southside Community Center.
  - c. Attended the City Christmas Party; his son surprised him with a visit; he asked everyone to keep the military in their prayers.
2. Future Agenda Items –
  - a. Creation of a policy to address issues citizens/council bring up regarding things that are broken or a public safety issue.
3. Administration Reports
  - a. Assistant City Administrator Ruth Wright – Annual Audit is now on the website
  - b. Project Manager Tom Lando – Tremendous interest in development in Oroville right now.
  - c. City Administrator Bill LaGrone – Spoke about having a great family Christmas and stated he is looking forward to 2020.
  - d. Attorney Scott Huber – Told everyone Happy New Year and stated he appreciated being in Oroville.
  - e. Principle Planner – Planning has received an application for a 100 room hotel behind Starbucks and Panda express; Received a permit for a gas station at corner

of Feather River and Oro Dam; January 14 at 6pm at the African American Fa  
Culture Center there will be a Community Meeting regarding South Oroville.

Item 1.

- f. Assistant City Administrator Joe Deal – Thanked Council for his ability to serve and stated he looks forward to the coming year.

4. Correspondence

- i. Letter from Comcast regarding price changes

## ADJOURN THE MEETING

Mayor Reynolds adjourned the meeting at 7pm.

APPROVED:

ATTESTED:

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Mayor Chuck Reynolds

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Assistant City Clerk Jackie Glover





## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND COUNCIL MEMBERS**

**FROM: JACKIE GLOVER, ASSISTANT CITY CLERK**

**RE: REQUEST FOR EXTENSION OF AGREEMENT 3274-2 – A GRANT AGREEMENT WITH THE BIRDCAGE THEATRE**

**DATE: JANUARY 21, 2020**

### SUMMARY

The City Council may approve a recommendation from the Arts Commission to extend Agreement 3274-2 to May 31, 2020.

### DISCUSSION

In March 2019 the City Council approved a grant through the Oroville Arts and Downtown Beautification 2019 NOFA to award the Birdcage Theatre \$8500 to create a Mural and update their Marquee on the outside of their building.

On December 2, 2019 the Oroville Arts Commission received a letter requesting an extension of their agreement to May 2020. The Oroville Arts Commission then voted to recommend to Council the approval of an extension of the Agreement with the Birdcage Theatre.

Birdcage Theatre Requested the extension due to delays in getting supplies and weather. If Birdcage is given an extension the project will be complete by May 31, 2020.

### FISCAL IMPACT

None

### RECOMMENDATION

APPROVE the Arts Commission recommendation; and

**ADOPT Resolution No. 8830 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED GRANT AGREEMENT RELATING TO THE OROVILLE ARTS & DOWNTOWN BEAUTIFICATION PROJECTS (Agreement 3274-2)**

**ATTACHMENTS**

Resolution No. 8830  
Amendment to 3274-2  
Original Agreement

CITY OF OROVILLE  
RESOLUTION NO. 8830

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING  
THE MAYOR TO EXECUTE AN AMENDED GRANT AGREEMENT RELATING TO THE  
OROVILLE ARTS & DOWNTOWN BEAUTIFICATION PROJECTS

(Agreement No. 3274-2)

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

1. The Mayor is hereby authorized and directed to execute an Amended Grant Agreement with the Birdcage Theatre to extend the expiration of the agreement to May 31, 2020.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on January 21, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chuck Reynolds, Vice Mayor

APPROVED AS TO FORM:

ATTEST:

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

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

**AMENDMENT TO THE GRANT AGREEMENT WITH THE BIRDCAGE THEATRE THROUGH THE OROVILLE ARTS AND DOWNTOWN BEAUTIFICATION PROJECTS GRANT**

**(Agreement No. 3274-2)**

This Amendment, dated January 21, 2020, is to the Grant Agreement with the Birdcage Theatre through the Oroville Arts and Downtown Beautification Projects Grant.

In consideration of the terms and conditions herein, the City and Birdcage Theatre agree that the amendment to the agreement is effective January 21, 2020, and shall be amended as follows:

- 1. **SECTION 1.04 Time of Commencement and Completion** - Amend sections 1.04 (a) and 1.04 (b) to change January 30, 2020 to May 31, 2020.
- 2. All other provisions within Agreement No. 3274-2 shall remain in full force and effect.

This Amendment is approved by the City Council of the City of Oroville at a regular meeting held on January 21, 2020.

CITY OF OROVILLE

BIRDCAGE THEATRE

By: \_\_\_\_\_  
Chuck Reynolds, Mayor

By: \_\_\_\_\_  
Jennifer Beers, Vice President

APPROVED AS TO FORM:

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



**GRANT AGREEMENT**  
**(Oroville Arts & Downtown Beautification Agreement No. 3274-2)**

Item 2.

This Agreement for art project ("Agreement") is made and entered into the 15 day of July, 2019, by and between City of Oroville, 1735 Montgomery Street, Oroville, California and Birdcage Theatre ("Artist"), 1740 Bird Street, Oroville, California.

**1.00. General Provisions**

1.01. Purpose of Agreement. City or Property Owner owns land and the building(s) commonly known as 1740 Bird Street Oroville, California AP 012-083-010 ("Property"). City is providing funds from the City's Art in Public Places/Oroville Beautification Fund for the cost associated with projects that result in the creation, purchase, installation, security or maintenance of art in public spaces.

1.02. Agreement Price. Artist shall be paid the amount of Eight Thousand Five Hundred and Fifty dollars (\$8,550) ("Agreement Price") for the performance of the work required by the Agreement. The Agreement Price is based on a sealed proposal made by the Artist dated November 8, 2018, and accepted by City/Arts Commission on February 26, 2019, ("Artist's Bid" attached hereto as Exhibit "A").

1.03. Statement of Work. Artist shall furnish all labor, material, supplies, machinery, equipment, permits and services and shall perform and complete in a satisfactory and workmanlike manner the artwork on the Property as described in the Agreement Documents.

**1.04. Time of Commencement and Completion.**

- (a) Artist shall commence the project within ten (10) days from the execution of this Agreement and shall satisfactorily complete the work no later than January 30, 2020.
- (b) In making the agreement to complete the work no later than January 30, 2020, Artist has taken into consideration and made allowance for ordinary delays and hindrances incidental to such work, whether growing out of delays of common carriers, delays in securing materials or workers, changes omissions, alterations, or otherwise.
- (c) Excusable delays shall consist of: fire, unavoidable casualties, unusual delays in transportation, national emergency, extraordinary weather conditions, labor and material shortages which are beyond the reasonable control of Artist, or by any other cause beyond the reasonable control of Artist; provided that Artist shall notify the City/Arts Commission in writing no later than one (1) day after the initial occurrence of any excusable cause of delay.
- (d) If the Artist is unable to complete any portion of the work due to excusable delay, the completion date shall be extended by the number of days of the excusable delay.
- (e) Time is of the essence of this Agreement.

1.05. Agreement Documents. This Agreement shall consist of the general terms, conditions and references contained herein and the following documents:

- Artist's Proposal (work Write-Up): Attached as Exhibit "A"
- Property Owner Installation & Maintenance Agreement: Attached as Exhibit "B"
- Ordinance No. 1798 Public Art / Oroville Beautification: Attached as Exhibit "C"
- Mural Policy: Attached as Exhibit "D"

1.06. Method of Payment. The City of Oroville will provide reimbursement for costs of an approved Grant Agreement as stipulated.

- (a) All payments are paid on a reimbursable basis. Artist's will submit an invoice with appropriate proof of payment (canceled checks, etc.) The Fund Administrator will verify submittals. Once funds are received by the Fund Administrator the Artist will be issued a check.

1.07. Accounting Requirements. The Artist must maintain an accounting system that:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, timecards, canceled checks, etc.
- Provides accounting data so the total cost of each individual project can be readily determined.

1.08 Records Retention

Project records must be retained for a period of three (3) years after final payment is made by the Fund Administrator. All project records must be retained by the Artist at least one (1) year following an audit. Artists are required to keep source documents for all expenditures related to each grant for at least three (3) years following project completion and one (1) year following an audit. A Project is considered complete upon receipt of final grant payment from the Fund Administrator.

1.09. Changes: No changes, additions, or deletions to the specifications for the work to be completed under this Agreement shall be made without the prior written consent of the City/Arts Commission.

1.10. Indemnification. Artist expressly agrees to defend, indemnify and hold harmless City/Arts Commission from any and all claims, suits, damages and actions of any kind or description resulting from any act or omission of Artist (or any agent, employee, or servant thereof) in performance of this Agreement, except where caused by the active negligence, sole negligence or willful misconduct of the City/Arts Commission. Artist waives any and all right to any type of express or implied indemnity against the City/Arts Commission and its officers and employees.

1.11. Conflict of Interest. Artist states that no present or former member or officer of the City/Arts Commission staff, and no employee of the City who formulates policy or influences decisions with respect to the Art in Public Places / Oroville Beautification program, had or will have any direct or indirect interest, during his or her tenure or f

one year thereafter, ~~in~~ this Agreement or in any proceeds or benefits arising from this Agreement.

Item 2.

1.12. Site Visits. The Fund Administrator, or designee, will make periodic visits to the Project site, including a final inspection of the site. The Fund Administrator, or designee, will determine if the work is consistent with the approved Public Art / Downtown Beautification Project Scope and ensure compliance with signage requirements that identify the project as a Public Art / Beautification Grant.

1.13. Termination.

(a) City/Arts Commission may terminate this Agreement at any time by a notice in writing to Artist. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims. Upon receipt of such notice, Artist shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities, and supplies in connection with the performance of this Agreement.

(b) Upon termination of the Agreement City/Arts Commission will reimburse Artist for any expenses incurred prior to the notice of termination. Upon termination of this Agreement for its breach by Artist, the Agreement Price shall be reduced by the amount of any and all claims which City/Arts Commission may have against the Artist for damages incurred by the City/Arts Commission as a result of the breach, including the cost to City to have the work remaining under the Agreement completed by another Artist. Such damage shall also include any reasonable attorney's fees and other costs incurred by City/Arts Commission in effecting the termination of the work. Any Agreement funds remaining, including amount retained from progress payments, or other amount otherwise earned by the Artist but not yet paid by the City on the date of the termination, may be applied by City/Arts Commission to the damages which were incurred as a result of the Artist's breach. The balance remaining, if any payable to the Artist. If Agreement funds as indicated above are insufficient, the Artist shall be liable for any unpaid balance.

1.14. Written Notice. Written notice shall be deemed to have been duly served if delivered in person or sent by registered or certified mail to:

(a) Artist at the following address:  
Birdcage Theatre  
PO Box 1130  
Oroville, CA 95965

(b) The City at the following address:  
  
City of Oroville  
City Clerk's Office  
1735 Montgomery Street  
Oroville, CA 95965

2.00. ARTIST'S GENERAL OBLIGATIONS.

Artist shall provide the following:

- 2.01. Insurance: Prior to commencing any construction, furnish certificates of insurance to City/Arts Commission evidencing insurance coverage as shown in Exhibit "B".
- 2.02. Bond: Prior to Commencing any construction, Artist must furnish a payment bond to City/Arts Commission for one hundred percent (100%) of the work under this Agreement in a form acceptable to the City Attorney.
- 2.03. Permits and Taxes: Obtain all permits and licenses and pay all fees, taxes and other charges (with the exception of permit fees that will be paid for by the RDA) necessary for the completion and execution of the work to be performed.
- 2.04. Government Requirements: Perform all work in conformity with applicable state, federal, and local laws and regulation and local building codes whether or not covered by the Agreement Documents.
- 2.05. Maintenance of the Property:
  - (a) At all times keep the Property free from accumulation of waste material or rubbish caused by Artist's operation. At the completion of the work, remove all construction activity related waste materials, rubbish, tools, construction equipment, and machinery and leave Property in a neat and clean condition.
  - (b) Protect City's property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the Agreement.
  - (c) Replace glass damaged or broken by Artist's operation. Upon replacement, remove all labels and wash and polish glass on both sides.

- 2.06. LOSS OF FUNDING. The following are examples of actions (some or all may apply) that may result in the Artist's loss of funding.
  - Artist fails to sign the Grant Contract within the thirty-day time period as specified in the Grant Contract.
  - Artist withdraws from the grant program.
  - Artist fails to complete the funded Project within the agreed upon time frame.
  - Artist fails to submit all documentation within the time periods specified in the Grant Agreement.
  - Artist is unable to acquire any required permits.
  - Artist changes Project Scope, without prior approval from the Arts Commission.

If loss of funding occurs the Artist must return any advanced funds, plus accrued interest (at the current saving rate offered by banks) to the City of Oroville.

3.00. GENERAL OBLIGATIONS

- 3.01. There shall be no changes, additions, or deletions to this Agreement or the Agreement Documents without prior written approval of the Artist and City/Arts Commission. Any change orders must be signed by the Artist and the City/Arts Commission.
- 3.02. City/Arts Commission shall cooperate with the Artist to facilitate the performance

work.

Item 2.

#### 4.00. ACCEPTANCE/PROJECT CLOSEOUT

- 4.01. Joint Inspection: Upon receipt of a written notice from Artist that the work is ready for final inspection and acceptance, Artist and representatives of the City/Arts Commission shall meet at the Property. If deficiencies are noted, Artist shall be responsible for correcting the items identified prior to filing a Notice of Completion or receiving final payment.
- 4.02. Notice of Completion: When the work has been completed in conformity with the Agreement Documents and any Change Orders, and deficiencies have been corrected to the satisfaction of the City/Arts Commission, the City/Arts Commission shall accept the work by signing a Notice of Completion. This Notice of Completion shall be recorded by the City/Arts Commission in the office of the county recorder of the county in which the Property is located.
- 4.03. Final Payment:
- (a) When the Artist submits notice to the City/Arts Commission that the work is ready for final inspection, Artist shall also submit a request for final payment containing all of the information required by Section 1.06 (c) of this Agreement.

#### 5.00. DISPUTE RESOLUTION

Any dispute which arises under this Agreement, and which remains unresolved for fifteen (15) working days after the City/Arts Commission has been informed in writing of the dispute by either party, shall be subject to Public Contract Code Section 20104 et seq.

#### 6.00. MISCELLANEOUS PROVISIONS

- 6.01. Entire Agreement: The Agreement Documents contain the entire agreement between the parties. No variation, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a written document duly executed by or on behalf of such party.
- 6.02. Waiver: No consent or waiver, express or implied, by either party to or of any breach or default by the other shall be deemed default. Failure on the part of either party to complain of any act of the other party or to declare the other party in default shall not constitute a waiver by such party of its rights hereunder.
- 6.03. Governing Law: This Agreement and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.
- 6.04. Royalties:
- (A) Artist retains all statutory and common law authorship rights pursuant to the United States Copyright Act (17 United States Code (U.S.C)), relevant California intellectual property and civil laws, and all other rights in and to the Work, except ownership and possession which shall be transferred to Birdcage Theatre upon

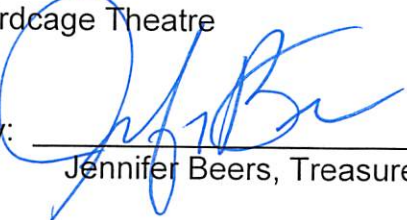
Artist's completion of the Work and except as such rights are limited by this paragraph. Upon acceptance of the Work by Birdcage Theatre, Artist grants Birdcage Theatre, City and their assignees an irrevocable right and license to make two-dimensional reproductions of the Work for both commercial and non-commercial purposes including, but not limited to: (i) use in advertising, brochures, media publicity and catalogs or other similar publications; (ii) use in promotional materials; and (iii) reproductions for use in non-profit, Birdcage Theatre or City fundraising activities.

Item 2.

- (B) The Artist acknowledges that the Work is a work for hire as defined in 17 U.S.C. §101 and the California Civil Code §987(b) (2,7) that the Birdcage Theatre and the City are using for commercial advertising, educational purposes, and promotional purposes.
- (C) The Birdcage Theatre and the City will use reasonable efforts to maintain the Work on the Site, but the parties acknowledge that the Work may be subject to vandalism, graffiti tagging, fading, wear and other damage that may result in the Birdcage Theatre needing to remove the Work.

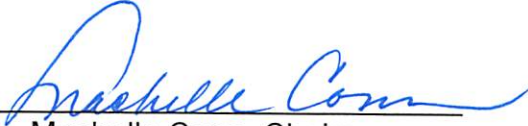
IN WITNESS WHEREOF, the City/Arts Commission and Artist have executed this Agreement.

Birdcage Theatre

By:   
Jennifer Beers, Treasurer

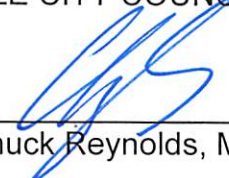
Date: 7/30/19

OROVILLE ARTS COMMISSION

By:   
Machelle Conn, Chairperson

Date: \_\_\_\_\_

OROVILLE CITY COUNCIL

By:   
Chuck Reynolds, Mayor

Date: \_\_\_\_\_

NOV 13 2018

RECEIVED

FOR INTERNAL USE ONLY	
DATE RECEIVED:	NOV 08, 2018
RECEIVED BY:	

*C. Carmona*

APPENDIX C:

PROJECT APPLICATION FORM



Oroville Arts Commission  
 2018 Project Application Form  
 OROVILLE ARTS & DOWNTOWN BEAUTIFICATION

Estimated Project Cost: \$ 8,550.-

*NOTE: Please complete all requested information. If the question is not applicable to your request, enter N/A. If additional space is required, please attach additional pages using the format at the end of this application.*

A. Applicant Information

1. Name of Applicant and Associated Entity (if any) Legal status

Birdcage Theatre, Inc. 501(c)(3) Non Profit

2. Contact Information

a. Mailing address:

P.O. Box 1130, Oroville, CA 95965

APPLICANT ACKNOWLEDGEMENT AND SIGNATURE

Authorized Signature \_\_\_\_\_  
 Jennifer Beers, Treasurer

Date \_\_\_\_\_  
 11/8/18

Name and Title (Please type or print)

b. Telephone, Voice Mail, E-mail Contact Information

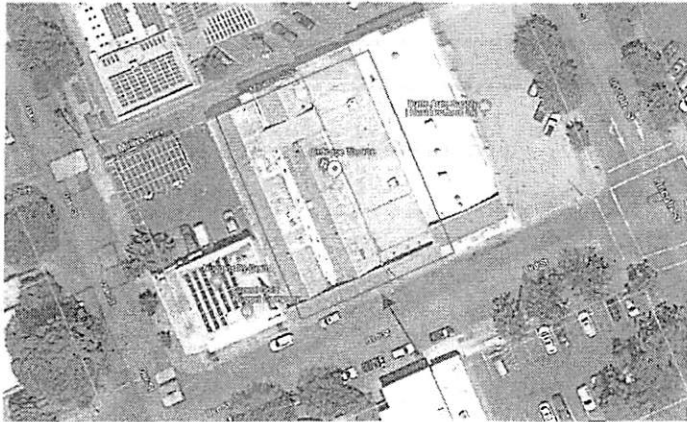
533-2473, orovillebridge@gmail.com



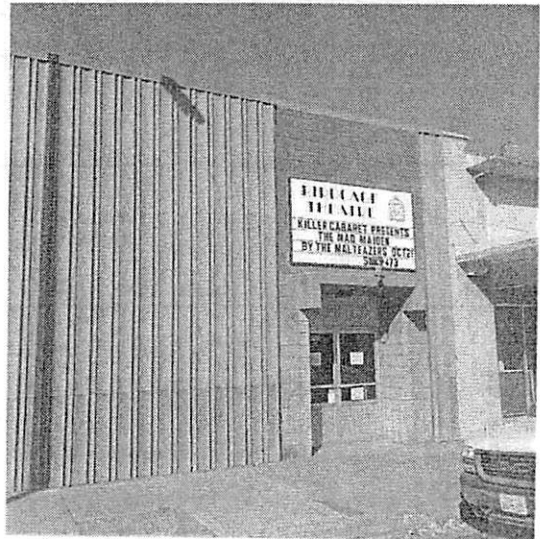
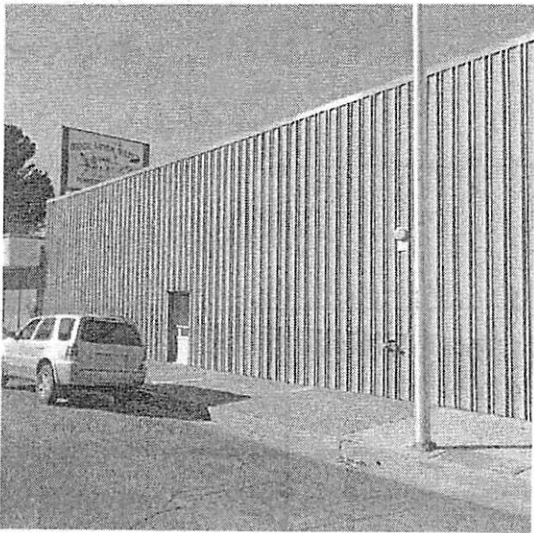
**B. Description of Project**

*(Briefly summarize the proposed art/beautification and its adherence to the seven project selection criteria, and the project benefit if the grant is approved)*

**Project Location (address):** 1740 Bird Street  
*\* Attach site map showing exact location of project*



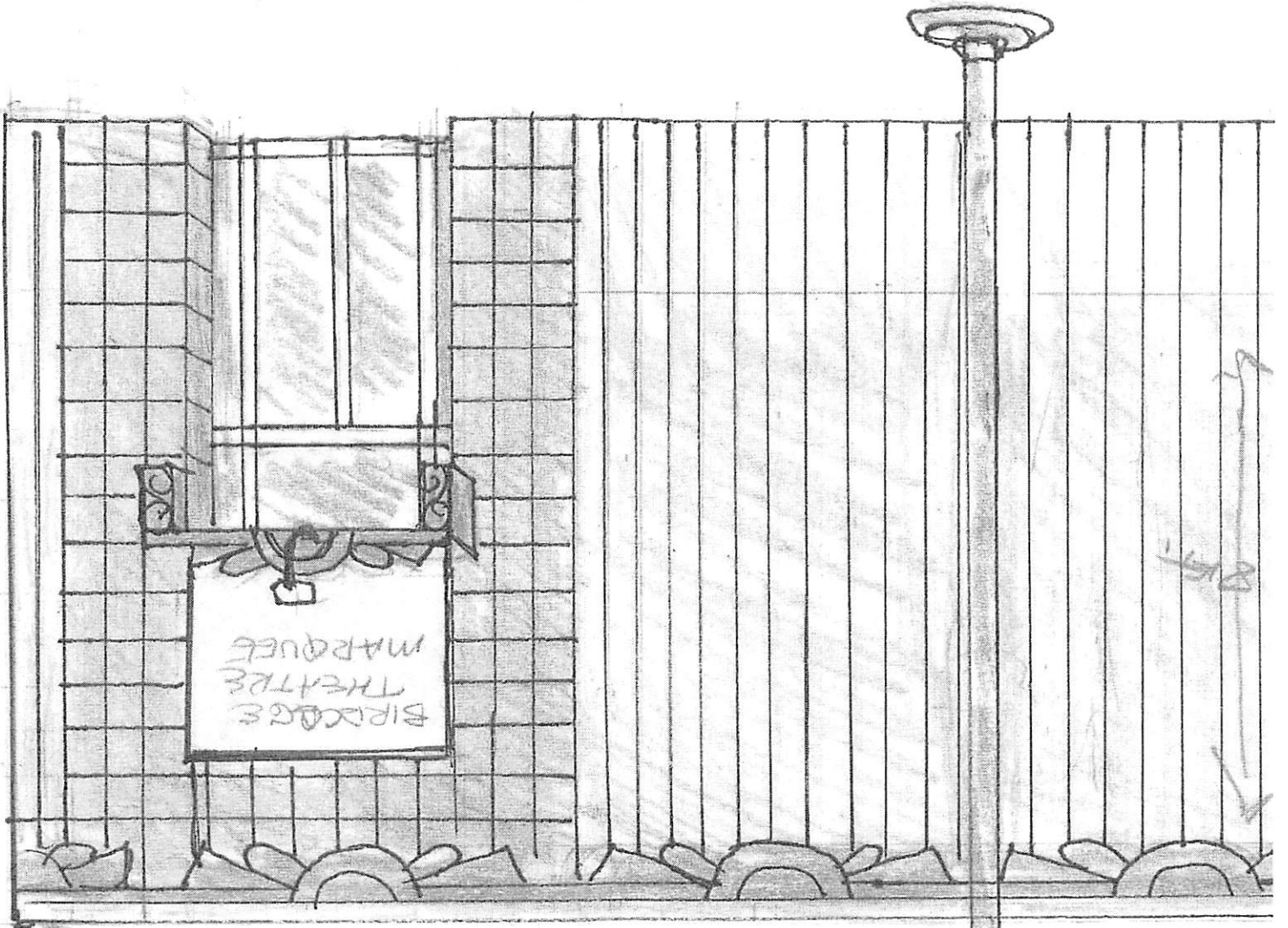
Project is for a 10'x8' mural and 8'x16' border to be installed along the front of the Birdcage Theatre building located at 1740 Bird Street and to the concrete marquee. The building is made of corrugated metal and currently has no architectural or artistic details. The mural and borders would be made out of Crezon, painted, and then permanently attached to the building. Crezon is a two step MDO premium plywood that provides an economical, uniform smooth surface, has superior surface and life and a waterproof bond.



**C. Cost Estimate / Timeline**

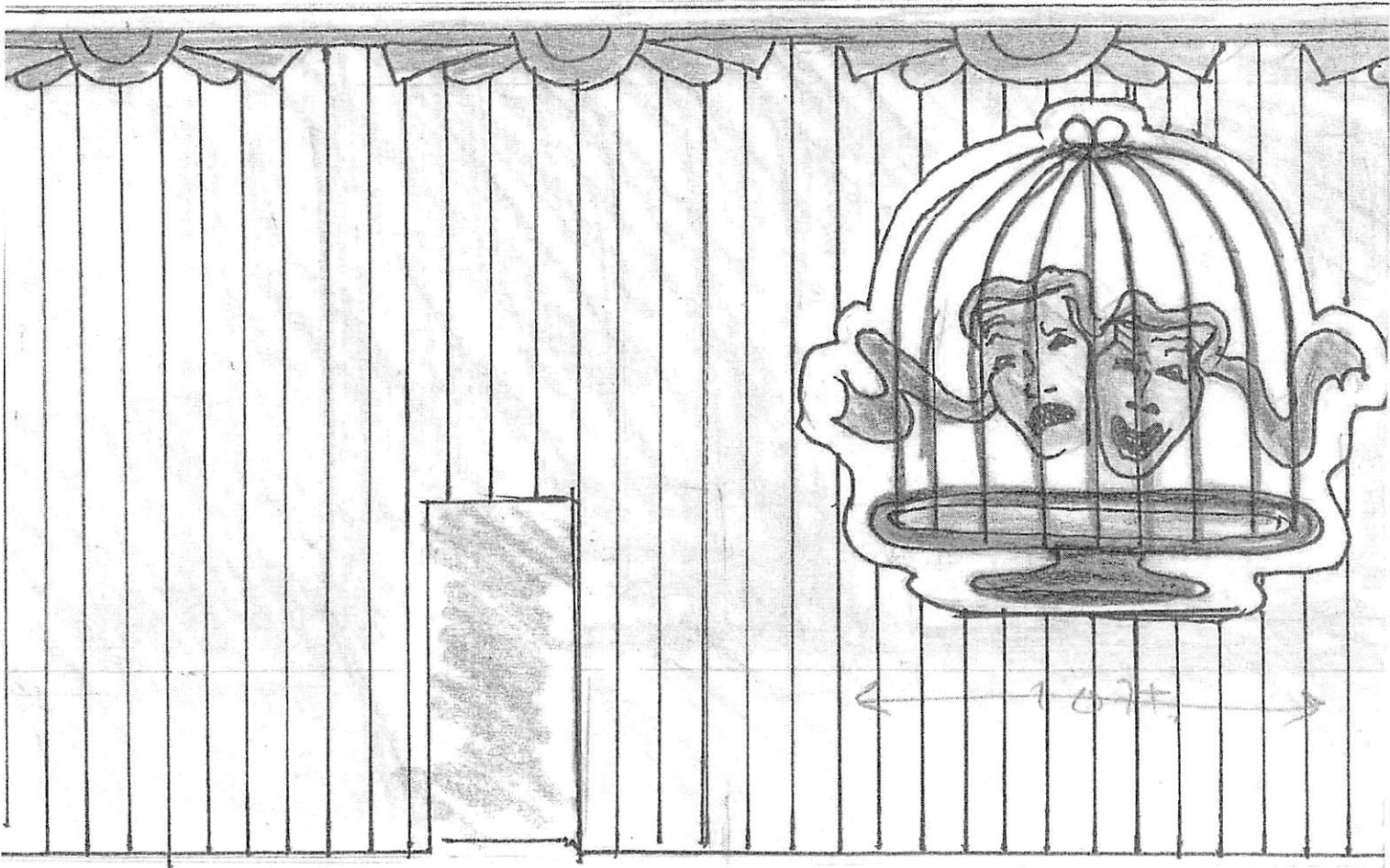
*(Provide a cost breakdown of the project. If the project will be completed in phases, please break down the cost by phase; including a final estimate of time and cost. Expand on what each phase will entail.  
(Please consider site preparation in timeline and cost breakdown.)*

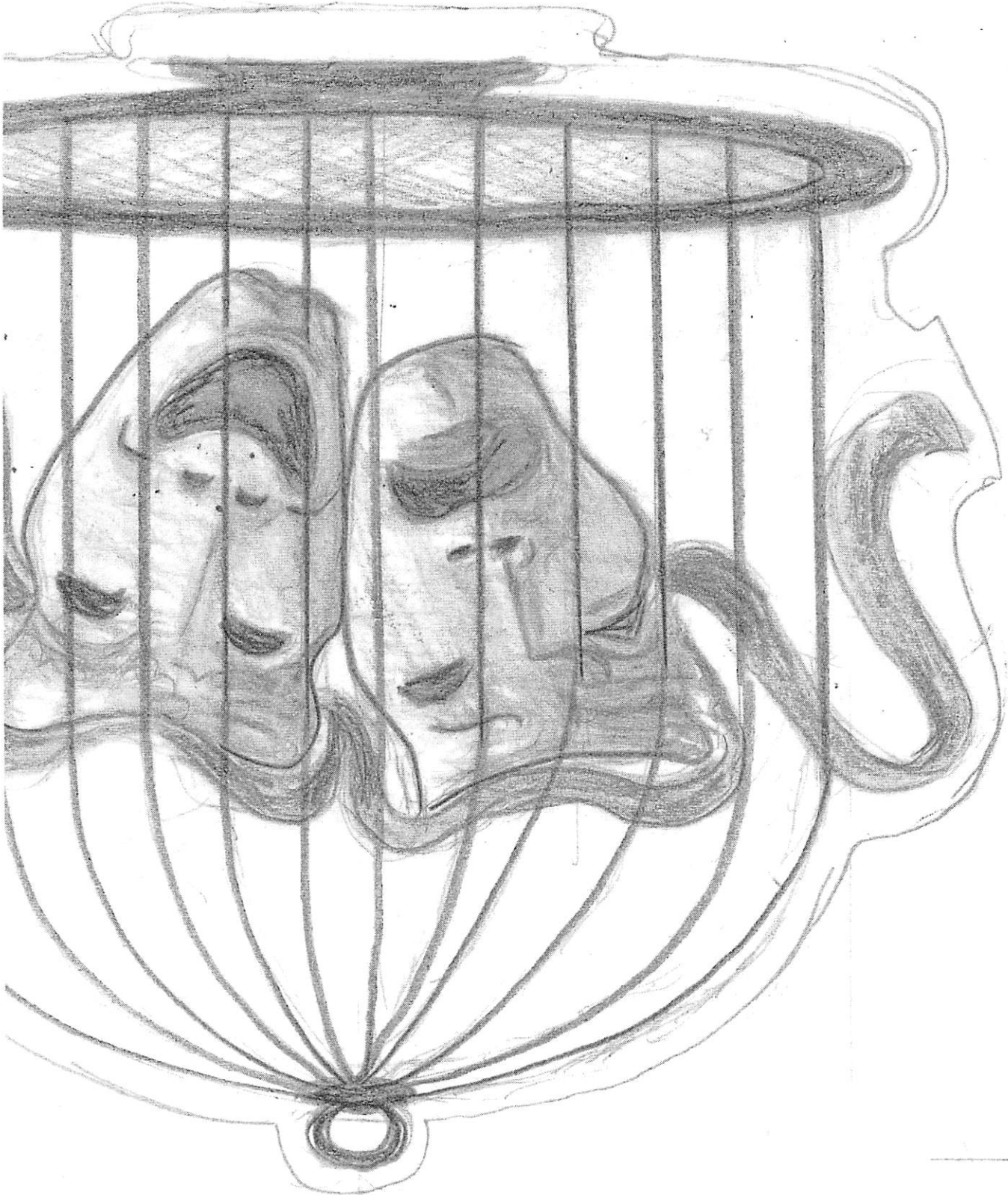
Phase	Description	Estimated Completion Date	Phase Cost
1	Obtain 8 4'x8' Crezon and draw patterns to be cut out.	3/1/19	\$500.-
2	Cut out patterns	4/1/19	\$1,000.-
3	Paint patterns per submitted design	6/1/19	\$2550.-
4	Install borders; mural to building	7/1/19	\$4,500.-



BORDER & 4 LONG STRIPS / 1/2" WIDE  
 METALLIC GOLD / DECO STYLE, W/ P. FLASHING  
 TIES IN DOO SHAPE OF BUILDING,  
 INSTALLED BY CONTRACTOR / CAN BE REMOVED W/  
 BROADHEAD BUILDING IS PAINTED (GOLD GOES WITH  
 HOWEVER COLOR IS NEEDED) -  
 PERMANENT INSTALLATION AND FRONT  
 OF BORDERS OVERHANG,  
 MATERIAL GREEN  
 INVERT

Item 2.







ADD METALLIC GOLD HIGH LIGHTS  
TO MATCH ROOF WAVE BORDER

OXID<sup>W</sup> AREA — BEFORE CUT-OUT

**F. Consistency with Arts Commission Goals: (if not applicable to your request enter N/A)**

Please indicate whether the request is consistent with any of the following Arts Commission Goals. **(Please mark all that apply)**

<input type="checkbox"/>	Provides opportunities for the artistic and cultural development of citizens of Oroville.
<input type="checkbox"/>	Facilitate the education of all citizens in the development of their creative skills and an appreciation for the arts
<input checked="" type="checkbox"/>	Support the development of artists and the access and exposure to the community.
<input checked="" type="checkbox"/>	Consider integrating artists and other design professionals into the planning, design, building, and development of Oroville in order to achieve the highest standards of design for the city.
<input type="checkbox"/>	Support diversity in the arts
<input checked="" type="checkbox"/>	Support a program of "Art in Public Places" as an important component in the revitalization into a thriving, pedestrian friendly downtown.
<input type="checkbox"/>	Promote and support the development of long term fiscal strategies to assist local arts organizations in maintaining their stature and contribution to the quality.

**G. PROJECT SELECTION CRITERIA**

- 1) Conceptual compatibility of the design with the immediate environment of the site;
- 2) Appropriateness of the design to the function of the site;
- 3) Compatibility of the design and location within a unified design character or historical character of the site;
- 4) Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work of art;
- 5) Preservation and integration of natural features with the project;
- 6) Appropriateness of the materials, textures, colors, and design to the expression of the design concept;
- 7) Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design, and media throughout the community that will be representative of the eclectic tastes of the community.

H. Ownership & Maintenance of Art

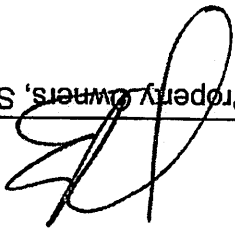
(To be completed by property owner)

Title to all public art required by and installed pursuant to this section of Per CITY Code §17.08.135(G) on private property shall be vested in the owner and pass to the successive owners of the development project. Each successive owner shall be responsible for the custody, protection and maintenance of such works of art. Public art installed on public property is owned by the City of Oroville and maintenance, removal or protection is the responsibility of the City.

For any works of art installed on private property, the owner(s) of the property shall be required to enter into a written agreement for the maintenance of the artwork. The agreement shall be in a form approved by the City Attorney and Zoning Administrator and suitable for recordation with the Butte County recorder. The agreement shall be binding upon the property owner(s) and any successors in interest. (example agreement attached as Appendix F)

I hereby authorize Birdcage Theatre, Inc., applicant of the Oroville Arts & Downtown Beautification Program, to create and install a piece of art upon award and acceptance of the Oroville Arts & Downtown Beautification Program grant funding. I further agree, as the property owner, to be responsible for the custody, protection and maintenance of such works of art for the period of time agreed upon between myself and the Arts Commission.

1740 Bird Street  
Address of proposed art project

  
Property Owners, Signature

11/8/18  
Date

Denise Peters, Treasurer, Birdcage Theatre, Inc.  
Property Owners, Print Name



**SEND COMPLETED APPLICATIONS BY  
4:00 P.M. PST, FRIDAY, NOVEMBER 9, 2018**

**TO:**

City of Oroville  
Arts Commission  
Bill LaGrone Fund Administrator  
1735 Montgomery Street  
Oroville, Ca 95965



**FAXED OR ELECTRONIC COPIES WILL NOT BE ACCEPTED**

**City of Oroville USE ONLY**

Date Received: \_\_\_\_\_

How Received: \_\_\_\_\_

Has the applicant provided all information requested in the Preliminary Application?  
 Yes     No

Notes:

**Record of follow-up:**

Date: \_\_\_\_\_  
Issue: Discussed: \_\_\_\_\_

Date: \_\_\_\_\_  
Issue: Discussed: \_\_\_\_\_

**CITY OF OROVILLE  
ORDINANCE NO. 1798**

**AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING CHAPTER 26 OF THE CODE OF THE CITY OF OROVILLE BY ADDING SECTION 26-10.135 RELATING TO A PUBLIC ART / OROVILLE BEAUTIFICATION REQUIREMENT OR IN LIEU FEE EQUIVALENT FOR ALL NEW NON-RESIDENTIAL DEVELOPMENT PROJECTS**

**WHEREAS**, the City of Oroville has determined that public art is a critical element of providing a diverse and culturally rich environment to residents and visitors to Oroville that promotes the general public welfare; and

**WHEREAS**, research has shown that the arts foster economic development, revitalizes urban areas and improves the overall business climate. Additionally, a well-conceived work of art can increase the value of a development project, help to lease space more quickly, enhance the corporate image of the community, promote cultural tourism and provide a visible and lasting contribution to the community in return for the ability to build; and

**WHEREAS**, in order to ensure that public art is present throughout the community it is necessary to require that all new non-residential development in the City of Oroville include an element of public art or, where appropriate, contribute to a City fund for public art, in an amount to be determined by the City Council, in lieu of providing said art; and

**WHEREAS**, the Planning Commission takes legislative notice of court cases holding that regulations imposing aesthetic requirements through zoning enactments are valid exercises of the police power and do not constitute impermissible takings merely because they may restrict uses or impose costs in conjunction with the development of property (see, e.g., Ehrlich v. City of Culver City, 12 Cal. 4th 854, 885-886; Metromedia Inc. v. San Diego (1980) 453 U.S. 490, 508 fn. 13; Penn Central Transp. Co. v. New York City (1978) 438 U.S. 104, 124; Agins v. Tiburon, (1980) 447 U.S. 255); and

**WHEREAS**, the requirement that applicants for development projects provide either public art or an in lieu equivalent is a legitimate and valid land use regulation that has been compared by the California courts as akin to traditional land use regulations imposing minimal setbacks, parking and lighting conditions, landscaping requirements and other design conditions; and

**WHEREAS**, the City Council hereby finds that the public art contribution is thus neither a "development fee" subject to the requirements of the California Mitigation Fee Act, California Government Code 66000 *et seq*, nor a development exaction subject to the heightened scrutiny of relevant rules set forth in Nollan v. California Coastal Commission 483 U.S. 825 (1987) and Dolan v. City of Tigard 512 U.S. 374 (1994), but rather, that the public art contribution is a zoning requirement that furthers aesthetic objectives under the authority of the City's general police power; and

**WHEREAS**, at their October 24, 2011 meeting, the Oroville Arts Commission discussed the establishment of an "Art in Public Places" program for the City of Oroville and recommended that the Oroville City Council, direct staff to establish an "Arts in Public Places" program, in conjunction with the Oroville Arts Commission, for the City of Oroville; and

**WHEREAS**, on January 17, 2012, the Oroville City Council directed staff to develop an Art in Public Places / Oroville Beautification ordinance through the coordination of the Arts Commission; and

**WHEREAS**, at their January 14, 2013 meeting, the Oroville Arts Commission discussed the need for maintenance and the issue of vandalism and theft of public art and directed staff to address both topics in the proposed Art in Public Places / Oroville Beautification ordinance; and

**WHEREAS**, at their July 8, 2013 meeting, the Oroville Arts Commission reviewed the draft version of the Art in Public Places / Oroville Beautification ordinance and forwarded a recommendation to the Oroville City Council to adopt the proposed ordinance; and

**WHEREAS**, pursuant to Section 26-56.090 of the Oroville Municipal Code, the Planning Commission shall hold a public hearing on any proposed amendment to the Zoning Code; and

**WHEREAS**, at their July 22, 2013 meeting, the Oroville Planning Commission reviewed the draft version of the Art in Public Places / Oroville Beautification ordinance and forwarded a recommendation to the Oroville City Council to adopt the proposed ordinance with their modifications included.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF OROVILLE DO ORDAIN AS FOLLOWS:**

**SECTION I.** Chapter 26, Section 26-10 of the Oroville Municipal Code shall be amended to include the following:

26-10.135 Art in Public Places / Oroville Beautification

**SECTION II.** Chapter 26 of the Oroville Municipal Code is hereby amended to include Section 26-10.135 as follows:

**26-10.135 Art in Public Places / Oroville Beautification**

**A. Purpose**

The purpose of this section is to expand the opportunities for citizens of the City of Oroville to experience public art and other projects resulting from the creative expression of its visual artists in public places throughout the City. A policy is hereby established to direct the inclusion of works of art in new non-residential development projects and establishing a fund used solely for the creation, purchase, installation, security and maintenance of art in public spaces throughout the City.

**B. Applicability**

This section shall apply to the estimated construction costs (labor and materials) of all new non-residential development projects.

**C. Public Art Contribution**

All new non-residential development projects subject to the requirements of this section shall install public art on the project site in a public place as approved by the City Council. The cost of the public art must be equal to at least one percent (1%) of the estimated construction costs. The creator of public art shall be an artist, defined as a person who has a reputation among peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment as judged by the Arts Commission. Public art shall be displayed in a manner that will enhance its enjoyment by the general public. The developer has the option to opt out of this requirement and instead pay the equivalent in lieu fee which shall be a one percent (1%) fee of the estimated construction costs.

**D. Execution of Installation / Time of Payment**

If the developer chooses to pay the in lieu fee, payment in full shall be required at the time all fees are due on any project processed through the City or upon completion of the project, whichever occurs first. The payment of all outstanding fees shall be required prior to the issuance of a Certificate of Occupancy.

For developers choosing to provide art as part of their project, the developer shall provide the City with proof of installation of the required public art on the development site prior to the issuance of a Certificate of Occupancy.

**E. Beautification Fund**

The City Administrator is hereby directed to create a special interest-bearing fund entitled Art in Public Places / Oroville Beautification Fund (Beautification Fund) or other appropriate accounting mechanism. The City Administrator or his/her designee shall administer the Beatification Fund.

**F. Use of Funds**

All amounts collected from the in lieu fee shall be placed in said Beautification Fund and expended by the City Administrator or his/her designee solely for the costs associated with projects that result in the creation, purchase, installation, security or maintenance of art in public spaces that include but are not limited to paintings, mural decorations, inscriptions, stained glass, statues, reliefs or other sculptures, monuments, fountains, arches, or other structures intended for ornament or commemoration, carvings, frescoes, mosaics, or drawings. Furnishing or fixtures affixed to the building or its grounds, including architectural features of the building or landscaping that have been uniquely enhanced to be visually appealing, may qualify as art. Works of art may be temporary as well as permanent.

### **G. Ownership & Maintenance of Art**

Title to all public art required by and installed pursuant to this section on private property shall be vested in the owner and pass to the successive owners of the development project. Each successive owner shall be responsible for the custody, protection and maintenance of such works of art. Public art installed on public property is owned by the City of Oroville and maintenance, removal or protection is the responsibility of the City.

For any works of art installed on private property, the owner(s) of the property shall be required to enter into a written agreement for the maintenance of the artwork. The agreement shall be in a form approved by the City Attorney and Zoning Administrator and suitable for recordation with the Butte County recorder. The agreement shall be binding upon the property owner(s) and any successors in interest.

### **H. Review Process / Standards**

The developer shall submit a narrative proposal and artistic rendering of the public art in satisfaction of the requirements imposed by this section, including any additional information, plans or maps prescribed by the Director of Planning and Development Services at the time of submission of their development application, or indicate an intention to pay the in lieu fees. The proposal for the public art shall be considered as an element of the design review.

The approval of all public art to be created, purchased, installed, secured and maintained under this section shall require a review of the City of Oroville Arts Commission which shall make a recommendation to the City Council for final approval or denial. The decision of the City Council shall be final. Review of all proposed artwork shall be considered based on the following criteria:

1. Conceptual compatibility of the design with the immediate environment of the site;
2. Appropriateness of the design to the function of the site;
3. Compatibility of the design and location within a unified design character or historical character of the site;
4. Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work of art;
5. Preservation and integration of natural features with the project;
6. Appropriateness of the materials, textures, colors, and design to the expression of the design concept;
7. Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design, and media throughout the community that will be representative of the eclectic tastes of the community;

**I. Removal of Public Art**

If, for any reason, the current owner or successor in interest shall choose to replace any public art installed pursuant to this section, the following requirements shall be met before the art is replaced:

1. The replacement of public art must go through the review process established above, unless the replacement will be identical to the existing art work and in the same location.
2. The cost of the replacement shall be equal to, or greater than, the initial cost of the existing public art to be removed-adjusted for time.
3. The location of the replacement public art shall meet the requirement for public visibility in effect at the time of the replacement.
4. The replacement of public art shall conform, in every respect, to all standards in effect at the time of the replacement.
5. The replacement public art, location and installation shall violate no other ordinance.
6. The replacement public art shall be installed within 180 days of the removal of the existing public art piece, unless the period is extended by the Director of Planning and Development Services.
7. The owner may choose to pay an in lieu fee equivalent to the cost of the replacement of the existing public art.

**J. Annual Report**

The City Administrator or his/her designee shall annually prepare and present a report to the Oroville City Council indicating the amount of revenues accumulated in the Beautification Fund and the expenditures made by the City in the preceding fiscal year.

**K. Authority for Additional Mitigation**

Fees collected pursuant to this section do not replace existing development fees or other charges or limit requirements or conditions to provide additional mitigation of impacts imposed upon development projects as part of the normal development review process.

**L. WAIVER**

The City Administrator may request that the City Council exclude certain capital improvement projects from the provisions of this ordinance by the passage of a resolution authorizing such a waiver.

\*\*\*\*\*


**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting held on August 20, 2013, by the following vote:

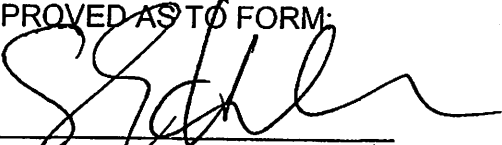
**AYES:** Council Members Andoe, Pittman, Vice Mayor Wilcox, Mayor Dahlmeier

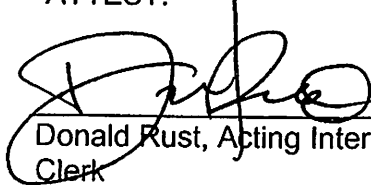
**NOES:** Council Members Berry, Bunker, Simpson

**ABSTAIN:** None

**ABSENT:** None

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

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
Scott E. Huber, City Attorney

**ATTEST:**  
  
\_\_\_\_\_  
Donald Rust, Acting Interim City Clerk

**CITY OF OROVILLE  
RESOLUTION NO. 8458**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING A MURAL POLICY FOR THE PLACEMENT OF MURALS WITHIN THE OROVILLE CITY LIMITS**

**WHEREAS**, the City of Oroville Arts Commission has showed interest in supporting and encouraging the placement of artwork throughout the City of Oroville; and

**WHEREAS**, upon review of the existing murals within the City, it was determined that many murals have deteriorated to a substandard condition as a result of poor maintenance, improper surface preparation before the artworks were installed, and other preventable causes; and

**WHEREAS**, to help ensure the longevity and proper maintenance of public artwork, the Arts Commission directed staff to draft this mural policy which has been reviewed by the Arts Commission and forwarded to the City Council with a recommendation for final adoption.

**NOW, THEREFORE, BE IT RESOLVED BY THE OROVILLE CITY COUNCIL AS FOLLOWS:**

**PURPOSE**

The purpose of regulating murals is to protect the aesthetics of the community by allowing for compatible artistic and creative expression through murals in appropriate locations with appropriate designs. The intent is to protect public health, safety, and welfare with minimal intrusion into artistic expression and expressive content of the artwork. Murals may include, but are not limited to sculptures, mosaics, paintings, prints, motifs, photography, etc.

**APPLICATION REQUIREMENTS**

Property Owner Authorization: Property address with written authorization from property owner

Surface Preparation: Detailed description of the applicant's method of surface preparation, including products to be used, to ensure the proper placement of artwork for its future longevity

Drawings: Colored renderings of the artwork being proposed with the exact location of the mural placement clearly identified, including measurements of the wall and dimensions/height of the proposed artwork with all windows, doors, and other significant building features clearly identified

Materials List: Detailed description of all products to be used to help inform appropriate paint/coatings/etc. to be applied for future maintenance if needed



**Artist Qualifications:** Artist shall provide a description of their artistic background/qualifications with work samples, if available

**Work Schedule:** Applicant shall provide a detailed work schedule, including start date, completion date of major milestones, and expected completion date

- If, due to extraordinary circumstances, artwork cannot be completed by the date specified in the schedule, applicant may apply for an extension in writing detailing the reasons why an extension should be granted. Extensions shall be approved/denied administratively by City staff.
- Unfinished works of art, without approved extensions, may be deemed a public nuisance and enforced accordingly

### REVIEW PROCESS

**Required Review:** All proposed artwork will require a review by the Oroville Arts Commission which will send a recommendation to the City Council for denial, approval, or approval with modifications

- Arts Commission meetings (2<sup>nd</sup> Monday of each month at 3:30 p.m.)
- City Council meetings (1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month at 6:00 p.m.)

**Voluntary Review:** In addition to the required review process specified above, the Arts Commission also offers voluntary early reviews of artwork for feedback/comment before submittal of final artwork proposal

**Final Inspection:** Applicant shall notify City when artwork is completed for a final City inspection to ensure artwork was placed as approved by the City Council

### DESIGN GUIDELINES

- Mural should be an original design
- Artist names may be incorporated but should be discreetly placed
- Murals shall not contain any form of advertising (business/product name, address, etc.)
- Murals shall be solely artistic in nature
- The "Your Voice for the Arts" logo shall be placed on all mural designs
- Any minor changes in the artwork design, as determined by the Director of Community Development, shall require the Director's review and approval. Any substantial changes in the artwork design, as determined by the Director of Community Development, shall require Art Commission approval.

### MATERIAL GUIDELINES

- Paint utilized should be of superior quality and intended for exterior use

- Murals shall have a weather-proof/UV protective and graffiti-resistant coating

**LOCATION GUIDELINES**

- The installation of a mural should complement and enhance the building
- Murals should enhance and complement the character of the surrounding neighborhood
- Neighborhood support or opposition should be taken into consideration

**MAINTENANCE**

- Property owner shall enter into a Maintenance Agreement for the artwork installed which shall be recorded against the property and binding upon the property owner and any successors in interest
- If City has noticed property owner of need to cure existing vandalism/graffiti, property owner shall have 72 hours to comply
- The maintenance of the mural shall be the responsibility of the property owner
- Murals shall be properly maintained to ensure that material failure (peeling paint) is corrected and vandalism/graffiti removed promptly
- The City shall not be responsible for any costs associated with artwork placement or maintenance
- Any unmaintained work of art that degrades to a level where its value as artwork is lost may be viewed as a public nuisance and enforced accordingly

**UNAUTHORIZED MURALS**

The placement of any mural without approval or the placement of other unsanctioned drawings, paintings, etc. on private or public property may be considered a public nuisance and enforced accordingly

**REMOVAL OF MURALS**

City shall be notified 30 days in advance prior to the removal of any City approved mural

\*\*\*\*\*

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting held on February 2, 2016, by the following vote:

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

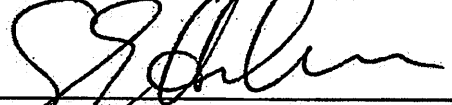
**NOES:** None

**ABSTAIN:** None

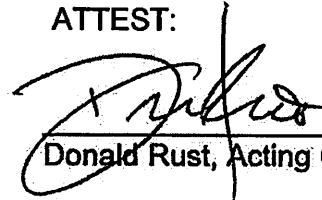
**ABSENT:** None

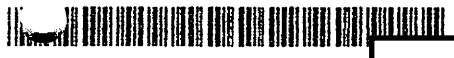
  
Linda L. Dahlmeier, Mayor

**APPROVED AS TO FORM:**

  
Scott E. Huber, City Attorney

**ATTEST:**

  
Donald Rust, Acting City Clerk



2019-0041589

Item 2.

"No Fee Required"  
(Govt. Code Sec 6103 & 27383)  
Recorded for the benefit of  
City of Oroville

Recorded  
Official Records  
County of  
Butte  
CANDACE J. GRUBBS  
County Clerk-Recorder

REC FEE 0.00

Authorized Representation

**AFTER RECORDING RETURN TO:**

01:40PM 18-Sep-2019

JH  
Page 1 of 7

**CITY OF OROVILLE  
CITY CLERK'S OFFICE  
1735 MONTGOMERY STREET  
OROVILLE, CA 95965-4897**

(SPACE ABOVE FOR RECORDER'S USE)

APN: 012-083-010

Address: 1740 Bird Street, Oroville, CA 95965

**CITY OF OROVILLE  
OROVILLE ARTS & DOWNTOWN BEAUTIFICATION  
INSTALLATION AND MAINTENANCE AGREEMENT**

**THIS AGREEMENT** is made this 15 day of July 2019, between Birdcage Theatre hereinafter referred to as **PROPERTY OWNER**, and the **CITY OF OROVILLE**, a Municipal Corporation, hereinafter referred to as **CITY**, for property, located at 1740 Bird Street, Oroville, CA 95965.

**RECITALS**

**THIS AGREEMENT** is based upon the following facts:

1. **PROPERTY OWNER** is the owner of real property located at 1740 Bird Street in the City of Oroville described in Exhibit "A" attached to this **AGREEMENT** and made a part of it by this reference.
2. Per **CITY** Code §17.08.135(G), for any works of art installed on private property, the **PROPERTY OWNER** shall be required to enter into a written **AGREEMENT** for the installation and maintenance of the artwork. The **AGREEMENT** shall be in a form approved by the **CITY** Attorney and Zoning Administrator and suitable for recordation with the Butte County recorder. The **AGREEMENT** shall be binding upon the **PROPERTY OWNER** and any successors in interest.
3. On February 26, 2019 the City of Oroville Arts Commission reviewed the proposed artwork and forwarded a recommendation to the Oroville City Council for approval.
4. On March 5, 2019 the Oroville City Council reviewed and approved the proposed artwork.

**NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. **PURPOSE.** The purpose of this **AGREEMENT** is to assure that the **PROPERTY OWNER** completes the placement of the art in accordance with the approval of the City Council, as specified in Exhibit "B", and thereafter continues to maintain and care for the artwork.



PROPERTY OWNER: Birdcage Theatre  
1740 Bird Street  
Oroville, CA 95965

8. ADDITIONAL REQUIREMENTS.

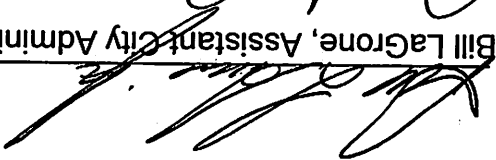
The PROPERTY OWNER hereby agrees to the following:

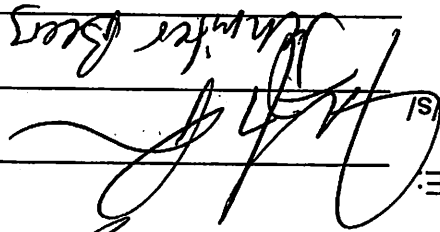
- a. Warrants that the artwork created and installed is a faithful rendition of the artwork as approved by the CITY.
- b. Shall ensure that any artwork approved by the CITY is provided with adequate scheduled routine maintenance necessary to maintain a neat and attractive appearance.
- c. To expeditiously maintain, replace, or repair any artwork that has become unsafe or unsightly, or within 20 days when notified in writing that maintenance, replacement, or repair is required.
- d. To allow random inspection of artwork by a CITY representative.
- e. To keep all artwork policed and free of litter and deleterious material.
- f. All work by or on behalf of PROPERTY OWNER will be done at no cost to the CITY.
- g. The artwork shall remain in substantial conformance as approved by the Oroville City Council. Any subsequent minor changes in the project (as determined by the Zoning Administrator) may only occur subject to the review and approval of the Oroville Arts Commission. Any subsequent substantive changes in the project (as determined by the Zoning Administrator) may only occur subject to the review and approval by the Oroville City Council.
- h. Removal of artwork under this agreement shall be removed as specified under §17.08.135(I) of the Oroville Municipal Code.

9. MISCELLANEOUS TERMS AND PROVISIONS.

- a. If any provision of this AGREEMENT is adjudged invalid, the remaining provisions are not affected.
- b. Notice to PROPERTY OWNER will be considered to have been given to them when sent to their address stated above (Paragraph 7).
- c. This writing contains a full, final, and exclusive statement of the AGREEMENT between the parties.
- d. If there is more than one signer of this AGREEMENT as PROPERTY OWNER(S), their obligations are joint and several.

- e. The obligations upon the PROPERTY OWNER(S) signing this AGREEMENT and files for record with the County Recorder a copy of assignment to this AGREEMENT. In this case, the new PROPERTY OWNER(S) takes title subject to the requirements of this AGREEMENT.
  - f. If the installation of the work of art is delayed by adverse weather conditions, or any other cause beyond the PROPERTY OWNER'S reasonable control, then the installation date shall be extended for such reasonable time as agreed upon by all parties to this AGREEMENT.
  - g. PROPERTY OWNER agrees to comply with all federal and state laws, and local ordinances that pertain to the creation and installation of the artwork.
  - h. In the event of litigation relating to this AGREEMENT, the prevailing party shall be entitled to receive attorney's fees from the losing party.
10. AGREEMENT ATTACHED TO THE LAND. This AGREEMENT pertains to and runs with the real property described in Exhibit "A". This AGREEMENT binds the successors in interest of each of the parties to such real property.

CITY OF OROVILLE: BY: /s/  Bill LaGrone, Assistant City Administrator

PROPERTY OWNER: BY: /s/  Minister Bies

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

BUTTE COUNTY 2018-2019 PROPERTY TAX BILL  
 Treasurer-Tax Collector  
 25 County Center Dr., Ste. 125, Oroville, CA 95965-3367 (530) 552-3720  
 SECURED TAX ROLL - FISCAL YEAR JULY 1, 2018 THROUGH JUNE 30, 2019

IMPORTANT MESSAGES

PROPERTY INFORMATION  
 ASMT NUMBER: 012-083-010-000  
 TAX RATE AREA: 004-003  
 AGRES: 0.31  
 FEE NUMBER: 012-083-010-000  
 LOCATION: 1740 BIRD ST  
 ASSESSED OWNER: BIRD CAGE THEATER INC  
 BRS0913A SCH 5-DIGIT 95955  
 1700021855 02-0012 0292 20352/1

700021855 02-0012 0292 20352/1  
 BIRD CAGE THEATER INC  
 DBA BIRD CAGE THEATER  
 PO BOX 1130  
 OROVILLE CA 95965-1130

2018 - 2019

COUNTY VALUES, EXEMPTIONS AND TAXES

PHONE #S	VALUE DESCRIPTION	PRIOR	CURRENT	THIS BILL
	VALUATIONS (530) 552-3900	11,000	11,000	05,390
	TAX RATES (530) 552-3901	11,000	11,000	11,000
	EXEMPTIONS (530) 552-3900	11,000	11,000	95,104
	PERSONAL PROP (530) 552-3810	15,600	15,600	18,500
	WELFARE EXEMPTION			-189,000
	NET TAXABLE VALUE			
	VALUES X TAX RATE PER \$100	1.000000		

VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES AND SPECIAL ASSESSMENTS

PHONE #S	DESCRIPTION	TAX CODE	RATE	AMOUNT
(800) 273-5187	OROVILLE MOSQUITO ABATE		13.54	
(707) 430-4300	FEATHER RIVER REC		14.44	
(530) 538-2410	OROVILLE SEWER		2,124.60	

AGENCY TAXES + DIRECT CHARGES

DELINQUENT AFTER	2ND INSTALLMENT	TOTAL TAXES
12/10/2018	\$1,076.29	\$2,152.58
04/10/2019	\$1,076.29	

RETAİN TOP PORTION FOR YOUR RECORDS

DETACH STUB  
 BUTTE COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB  
 MAKE CHECK PAYABLE TO:  
 Butte County Tax Collector  
 25 County Center Dr., Ste. 125  
 Oroville, CA 95965-3367  
 ASMT NUMBER: 012-083-010-000  
 FEE NUMBER: 012-083-010-000  
 LOCATION: 1740 BIRD ST  
 BIRD CAGE THEATER INC  
 DBA BIRD CAGE THEATER  
 PO BOX 1130  
 OROVILLE CA 95965-1130

DETACH STUB  
 BUTTE COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB  
 MAKE CHECK PAYABLE TO:  
 Butte County Tax Collector  
 25 County Center Dr., Ste. 125  
 Oroville, CA 95965-3367  
 ASMT NUMBER: 012-083-010-000  
 FEE NUMBER: 012-083-010-000  
 LOCATION: 1740 BIRD ST  
 BIRD CAGE THEATER INC  
 DBA BIRD CAGE THEATER  
 PO BOX 1130  
 OROVILLE CA 95965-1130

IF PAID BY 04/10/2019 \$1,076.29

2018 - 2019  
 2ND

DELINQUENT AFTER 04/10/2019 (INCLUDES 10% PENALTY OF \$107.62 AND \$31.00 COST) \$1,214.91

DETACH STUB  
 BUTTE COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB  
 MAKE CHECK PAYABLE TO:  
 Butte County Tax Collector  
 25 County Center Dr., Ste. 125  
 Oroville, CA 95965-3367  
 ASMT NUMBER: 012-083-010-000  
 FEE NUMBER: 012-083-010-000  
 LOCATION: 1740 BIRD ST  
 BIRD CAGE THEATER INC  
 DBA BIRD CAGE THEATER  
 PO BOX 1130  
 OROVILLE CA 95965-1130

Item 2.



# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Butte

} S.S.

On August 6, 2019 before me, Jackie Glover, Notary Public

Name of Notary Public; Title

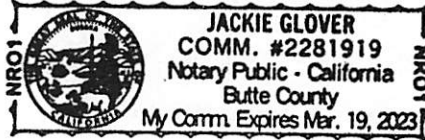
personally appeared Bill LaGrone

Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Jackie Glover  
Signature of Notary Public

Seal

### OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) City Administrator

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: City of Oroville

Title(s), if known; or Entity/Role; or other designation

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification
- credible witness(es)

Notarial event is detailed in notary journal on:

Page # 7 Entry # 5

Notary contact: 990-8626

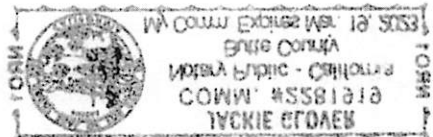
Other

- Additional Signer
- Signer(s) Thumbprints(s)

\_\_\_\_\_

*[Faint, mostly illegible handwritten text, possibly including a name and address.]*

*[Faint, mostly illegible handwritten text, possibly including a date and a signature.]*



*[Faint, mostly illegible handwritten text, possibly including a signature and a date.]*

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Butte } s.s.

On July 30, 2019 before me, Jackie Glover, Notary Public  
Name of Notary Public, Title

personally appeared Jennifex Beers  
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jackie Glover  
Signature of Notary Public



Seal

### OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Installation and Maintenance Agreement containing 5 pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:  
 Individual(s)  
 Attorney-in-fact  
 Corporate Officer(s) Treasurer/VP  
 Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_  
representing: Birdcage Theatre

Additional Information
<b>Method of Signer Identification</b>
Proved to me on the basis of satisfactory evidence: <input checked="" type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: <u>530-990-8626</u>
Other <input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____

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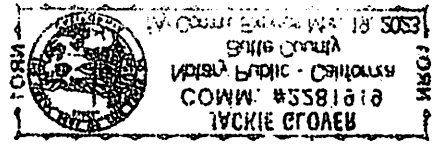
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## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND COUNCIL MEMBERS**

**FROM: BILL LAGRONE, CITY ADMINISTRATOR**

**RE: FEE WAIVER FOR FLAG POLE AND SHADE STRUCTURE FOR THE VETERANS MEMORIAL FOR ALL OF BUTTE COUNTY**

**DATE: JANUARY 21, 2020**

### SUMMARY

The Council will consider a fee waiver request in the amount of \$1,587.91 for the installation of a shade structure and a flag pole for the Veterans Memorial for all of Butte County located at 2310 Montgomery Street.

### DISCUSSION

An adequate amount of funds have been raised to construct the next phase of the Veterans Memorial for all of Butte County. The plans have been submitted and approved. The project is ready to proceed. The City is in the process of issuing the necessary permits. The advocates along for the project along with Butte County are requesting the fees for this project be waived.

This is a community volunteer driven project to help celebrate and remember those who have sacrificed for our freedom. A fee waiver is warranted and recommended for this project.

### FISCAL IMPACT

The City will not receive permit fees in the amount of \$1,587.91.

### RECOMMENDATION

Staff recommends wavier of all permit and plan check fees for this project.





## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: LEO DEPAOLA, COMMUNITY DEVELOPMENT DIRECTOR**

**RE: ESTABLISH BUDGET AND APPROPRIATION FOR SB2 PLANNING GRANT TO PROMOTE HOUSING DEVELOPMENT IN OROVILLE**

**DATE: JANUARY 21, 2020**

### **SUMMARY**

Establish Budget and appropriation for SB2 Planning Grant to promote housing development in Oroville

### **DISCUSSION**

On September 3, 2019 the City Council approved an application to the Department of Housing and Community Development for \$160,000 to streamline housing approvals and accelerate housing production. The Council also directed staff to implement the grant if awarded. The grant has been awarded and is ready to execute.

This action establishes the budget and appropriation for the grant.

### **FISCAL IMPACT**

None

### **RECOMMENDATION**

Approve budget and appropriation for implementation of the awarded SB2 Planning Grant.

### **ATTACHMENTS**

Grant 19-PGP-13408 Standard Agreement and Instructions

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
**ADMINISTRATION AND MANAGEMENT DIVISION**  
**Business and Contract Services Branch**  
**Contracts Office**

2020 W. El Camino Avenue, Suite 130, 95833  
P. O. Box 952054  
Sacramento, CA 94252-2054  
(916) 263-6928 / FAX (916) 263-6917  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



**JAN 08 2020**

Bill LaGrone  
City Administrator  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

**RE: Grant 19-PGP-13408**

Dear Bill LaGrone:

Congratulations on your Planning Grants Program (PGP), 2019 NOFA award. Attached is an electronic copy of the Standard Agreement ("Agreement") with Exhibits A through E:

**A. Standard Agreement Contents (STD 213 and Exhibits A through E)**

**STD 213 - Cover page**

**Exhibit A - Authority, Purpose and Scope of Work**

**Exhibit B - Budget Detail and Payment Provisions**

**Exhibit C\* - State of California General Terms and Conditions - GTC 04/2017**

*\*Exhibit C is now incorporated by reference; please see the STD 213 for additional information.*

**Exhibit D - PGP Terms and Conditions**

**Exhibit E - Special Conditions**

**B. For expeditious handling of the contract, the Department offers two options for returning signed STD 213; please complete the following:**

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, must use blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.
3. **Option One:** For electronic signature processing, reply to this Standard Agreement



email notification with the attached, fully signed STD 213 page(s). All signatures must be original and in **blue ink**. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.

4. **Option Two:** Print five copies of the Standard Agreement, STD 213. Do not send photocopies of the signed STD 213 page(s). All five copies must be an original signature with **wet, blue ink**; do not return the Exhibits to HCD.
5. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
6. Return the e-signed copy or the five signed copies of the STD 213; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:  
  
**Department of Housing and Community Development  
Business & Contract Services Branch  
Contracts Office, Attn. Kelvin Singh  
2020 West El Camino Avenue, Suite 130  
Sacramento, CA 95833**
7. Maintain a complete electronic version of the contract Agreement, STD 213 and Exhibits, for your pending file. **Note: The contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Planning Grants Program Manager, Paul McDougall, at [paul.mcdougall@hcd.ca.gov](mailto:paul.mcdougall@hcd.ca.gov), if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,



Kelvin Singh  
Contract Analyst

Attachment  
cc: Planning Grants Program, John Buettner

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-PGP-13408

PURCHASING AUTHORITY NUMBER (if applicable)

Item 4.

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

City of Oroville

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

12/31/2022

3. The maximum amount of this Agreement is:

\$160,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PGP Terms and Conditions	8
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		15

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Oroville

CONTRACTOR BUSINESS ADDRESS

1735 Montgomery Street

CITY

Oroville

STATE

CA

ZIP

95965

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

TITLE

Contracts Manager,  
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**1. Authority**

Pursuant to Health and Safety Code section 50470, subdivision (b)(1)(A), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Planning Grants Program ("PGP," or the "Program" as defined in Section 102 of the Guidelines) for Local Governments and Localities. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program. Pursuant to Health and Safety Code Section 50470, subdivision (d), the Department has issued the Senate Bill 2 Planning Grants Program Year 1 Guidelines (the "Guidelines") dated December 2018 governing the Program, and a Notice of Funding Availability ("NOFA") dated March 28, 2019.

**2. Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for the preparation, adoption and implementation of a plan for Accelerating Housing Production and Streamlined Housing Production (as defined in Section 102 of the Guidelines) pursuant to the terms of the Guidelines, the NOFA, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, the representations contained in the application, and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

**3. Definitions**

Terms herein shall have the same meaning as definitions in Section 102 of the Guidelines.

**4. Scope of Work**

Update planning documents, entitlement processes or zoning ordinances in accordance with the Grantee's Schedule F: Project Timeline and Budget, as provided by the Grantee in the SB 2 Planning Grant Program application used for subsequent approval by the Department.

**5. Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any

**EXHIBIT A**

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development  
Housing Policy Development  
Land Use Planning Unit  
Attention: PGP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Application for Funds**

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
  
- B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

**2. Grant and Reimbursement Limit**

The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$160,000.

**3. Grant Timelines**

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
  
- B. All Grant funds must be expended by June 30, 2022.
  
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before February 28, 2022, to ensure meeting the June 30, 2022 deadline. Under special circumstances, as determined by the Department, the Department may modify the February 28, 2022 deadline.
  
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

**EXHIBIT B**

**4. Allowable Uses of Grant Funds**

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the scope of work, project description, project timeline and other parts of the application, and eligible activities and uses pursuant to Article III of the Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.
- E. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with Schedule F: Project Timeline and Budget and the Statement of Work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.
- H. Approved and eligible costs incurred prior to the NOFA date are ineligible.

**5. Performance**

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work specified in Exhibit A and as incorporated by the SB 2 Program application in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

Planning Grants Program (PGP)  
NOFA Date: March 28, 2019  
Approved Date: October 17, 2019  
Prep. Date: December 6, 2019

**EXHIBIT B**

**6. Fiscal Administration**

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
- 1) Government Agency Taxpayer ID Form (GovTIN; Fi\$cal form);
  - 2) A Request for Funds on a form provided by the Department; and
  - 3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:
- Department of Housing and Community Development  
Housing Policy Development  
Land Use Planning Unit  
Attention: PGP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050
- E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:

Planning Grants Program (PGP)  
NOFA Date: March 28, 2019  
Approved Date: October 17, 2019  
Prep. Date: December 6, 2019

**EXHIBIT B**

- 1) At maximum, once per quarter; or
- 2) Upon completion of a deliverable, subject to the Department's approval; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2019 calendar year beginning with January, with first requests for reimbursement accepted on or after September 30, 2019.

- F. The request for reimbursement must be for a minimum of 15 percent of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, item D of Exhibit B. Invoices shall include at a minimum the following information:
- 1) Names of the Grantee's personnel performing work;
  - 2) Dates and times of project work;
  - 3) Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Statement of Work, including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
  - 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.
- H. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.
- I. Grant funds cannot be disbursed until this Standard Agreement has been fully executed.



**EXHIBIT B**

- J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work pursuant to Section 601(f) of the Guidelines.
  
- K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.
  - 1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
  
- L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Schedule F: Project Timeline and Budget, the Statement of Work, and/or any and all documentation incorporated into this Standard Agreement and made a part thereof.
  
- M. The Department may withhold 10 percent of the grant until grant terms have been fulfilled to the satisfaction of the Department.

**EXHIBIT D**

**PGP TERMS AND CONDITIONS**

**1. Reporting**

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. Upon completion of all objectives and deliverables required to fulfill this contract pursuant to Schedule F: Project Timeline and Budget and the Scope of Work, Exhibit A, Section 4, and as referred to in Exhibit B, Section 6, subsection K. within this Standard Agreement, the Grantee shall submit a final close out report in accordance with Section 604, subsection (b), and as instructed in Attachment 3 of the December 2018 Planning Grants Program Guidelines. The close out report shall be submitted with the final invoice by the end of the grant term as listed in Exhibit B, Section 3, subsection C.

**2. Accounting Records**

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

**3. Audits**

- A. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the

**EXHIBIT D**

Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
  - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
  - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
  - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
  - 3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.
- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees.

**EXHIBIT D**

2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

D. The determination by the Department of the eligibility of any expenditure shall be final.

E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

**4. Remedies of Non-performance**

A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.

B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.

C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

E. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.

F. The following shall each constitute a breach of this Agreement:

1) Grantee's failure to comply with any of the terms and conditions of this Agreement.

2) Use of, or permitting the use of, grant funds provided under this Agreement for any

## EXHIBIT D

ineligible costs or for any activity not approved under this Agreement.

- 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.
- G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:
- 1) Disqualify the Grantee from applying for future PGP Funds or other Department administered grant programs;
  - 2) Revoke existing PGP award(s) to the Grantee;
  - 3) Require the return of unexpended PGP funds disbursed under this Agreement;
  - 4) Require repayment of PGP Funds disbursed and expended under this agreement;
  - 5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PGP Program requirements; and
  - 6) Other remedies available at law, or by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
  - 7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

### 5. Indemnification

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

### 6. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be

**EXHIBIT D**

construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

**7. Relationship of Parties**

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

**8. Third-Party Contracts**

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contracts, and subcontractors must be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the SB 2 Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the SB 2 Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.
- E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the SB 2 Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

**9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program

## EXHIBIT D

benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the PGP.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the PGP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

### 10. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

### 11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of both parties.

### 12. State-Owned Data

- A. Definitions

**EXHIBIT D**

1) **Work:**

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) **Work Product:**

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) **Inventions:**

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

**B. Ownership of Work Product and Rights**

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such



**EXHIBIT D**

assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agrees to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.

**13. Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.





## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND COUNCIL MEMBERS**

**FROM: JOE DEAL, PUBLIC SAFETY DIRECTOR**

**RE: AMENDMENT OF ORIGINAL AGREEMENT TO EXTEND THE TERM OF THE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**

**DATE: JANUARY 21, 2020**

### SUMMARY

The Council may consider an Amendment to the Agreement with the California Department of Parks and Recreation, for extra patrols in the State Parks Recreation area in and around Oroville, extending the terms through January 31, 2021.

### DISCUSSION

The Oroville Police Department (OPD) has been assisting the local California State Parks Department with extra duty patrols in and around the State Parks Recreation areas. This assistance began during the spillway incident and there is a need for these patrols to continue as construction is still on-going in the area. For the necessary construction and repairs to be completed it is essential that on lookers be kept out of the area. Work cannot be interrupted on a regular basis due to an individual satisfying their personal curiosity.

State Parks and Oroville Police share a common area as the trail system passes through the City. This type of partnership will strength our relationship and expand our understanding of policing of a trail system. Staff believes this is an excellent opportunity to learn and continue to partner with our neighboring agency.

This Agreement is 100% funded by State Parks. State Parks not only has provided funding for the Officers salary and benefits but has also provided funding to cover the overhead associated with each Officer. This Agreement is funded on an hour for hour basis, in an amount not to exceed \$200,000.

The original terms of the Agreement are stated as:

*“Provide extra patrols in the Lake Oroville Sector due to the Spillway emergency, Contractor agrees to provide all labor, material, tools, equipment and incidentals necessary to provide Law Enforcement Services.”*

**NEW TERM: Term of Agreement Extended from 05/01/2018 through 01/31/2021**

There are no other changes to this Agreement.

Currently, the Oroville Police Department (OPD) has expended \$75,961.35 in overtime expense related to this Agreement. OPD has billed the Department of Parks and Recreation \$132,449.96.

This Agreement was signed and submitted for approval to the State, during the first week of January. The only way the State would consider the contract was to have a signature from the vendor (Oroville).

**FISCAL IMPACT**

The Agreement will provide additional funding to the General Fund. The amount will be based upon the total number of hours worked by OPD Officers.

**RECOMMENDATION**

Adopt Resolution No. 8831 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE PUBLIC SAFETY DIRECTOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE STATE DEPARTMENT OF PARKS AND RECREATION, EXTENDING THE TERM THROUGH JANUARY 31, 2021.

**ATTACHMENTS**

- A - Resolution No. 8831
- B – Standard Agreement Amendment

**CITY OF OROVILLE  
RESOLUTION NO. 8831**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE PUBLIC SAFETY DIRECTOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE STATE DEPARTMENT OF PARKS AND RECREATION, EXTENDING THE TERM THROUGH JANUARY 31, 2021**

**NOW, THEREFORE, BE IT RESOLVED** by the Oroville City Council as follows:

1. The Director of Public Safety is authorized and directed to execute, on behalf of Oroville City Council, the Amendment to the Extra Duty Agreement with the California Department of Parks and Recreation. A copy of the Amendment is hereby attached to this Resolution.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting on January 21, 2020, 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

**STANDARD AGREEMENT**

Item 5.

STD 213A (Rev. 07/2019)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER

C1738018

AMENDMENT NUMBER

2

Purchasing Authority Number

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

City of Oroville

2. The term of this Agreement is:

START DATE

5/1/2018

THROUGH END DATE

1/31/2021

3. The maximum amount of this Agreement after this Amendment is:

Two Hundred Thousand Dollars and no cents \$200,000.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Start date of this contract is amended to read 5/1/2018 from NTP. This amendment adds 1 year to the contract (time only). The new contract term shall be 5/1/2018 through 1/31/2021.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Oroville

CONTRACTOR BUSINESS ADDRESS

2055 Lincoln St.

CITY

Oroville

STATE

CA

ZIP

95966

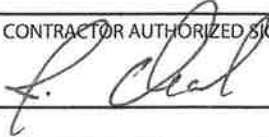
PRINTED NAME OF PERSON SIGNING

Joe Deal

TITLE

Director of Public Safety

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

01/07/2020

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

1416 9th St. STE 930

CITY

Sacramento

STATE

CA

ZIP

95966

PRINTED NAME OF PERSON SIGNING

Kristal Simpson

TITLE

SSM III

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 10335 (d)(1)



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR AND CITY COUNCIL**

**FROM: BILL LAGRONE; CITY ADMINISTRATOR**  
**WADE ATTEBERRY; PUBLIC WORKS SUPERVISOR**

**RE: PURCHASE OF A STUMPEX STUMP GRINDER**

**DATE: JANUARY 21, 2020**

### SUMMARY

The Council may consider authorizing staff to purchase a Stumpex Stump Grinder.

### DISCUSSION

The Parks and Trees Department has removed numerous trees throughout town. The most effective way to remove the stumps that are left is with a stump grinder. The City of Oroville currently owns a small stump grinder that is very labor intensive to use on medium to large stumps. It is essential to the planting of a new tree that the stump be removed and allowed to decompose prior to a new tree being planted.

Staff is recommending the purchase of the Stumpex stump grinder. This unit is not like a traditional stump grinder. A traditional stump grinder has a wheel with teeth that runs at a very high RPM that chips away at the stump from side to side throwing grindings in an uncontrolled and unsafe manner. The Stumpex attaches to a backhoe, and with very low RPMs, bores through the top of the stump cutting, shaving, and grinding to the desired depth leaving all debris within the tree pit where the tree once was. This removal process reduced City liability from flying debris and provides valuable compost for decomposition and replanting of a replacement tree that is appropriate for the area

### FISCAL IMPACT

Funding will come from the capital equipment replacement fund in the amount of \$23,594.00

### RECOMMENDATION

Authorize staff to purchase the Stumpex Stump Grinder

### ATTACHMENTS

Pamphlet on the Stumpex Stump Grinder



# Stump Grinder Item 6.

## Stumpex Stump Attachment



**SAFE • PRODUCTIVE • COST-EFFECTIVE**





fecon.com  
 Item 6. t Dr.  
 Lebanon, OH 45036  
 sales@fecon.com  
 +1 513 696 4430  
 800.528.3113

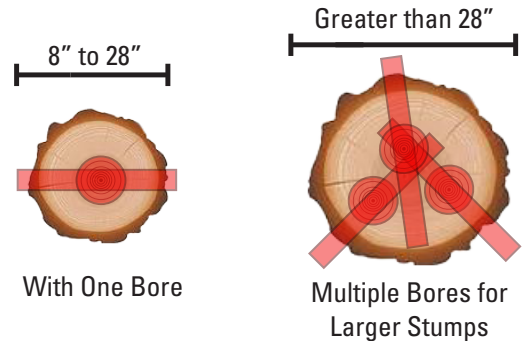
## LESS IS MORE

- No Carbide Tools to Replace
- Low Maintenance (Greasing & Sharpening every 1,000 Stumps)
- Low RPM Auger Bit (7-16 RPM) Leads to Easy Clean-up and has no High Speed Flying Debris for Safer Work Zone
- Fraction of Work Time Compared to Conventional Stumpers
- Mount on Skid Steers with 20-42 GPM / 2,500 to 4,000 psi
- Mount on excavators with 30-55 GPM / 3500 to 5000 psi
- Mount on excavators with 12-20 ton rating

## HOW IT WORKS

- Any Species of Wood
- Bores 20" into Ground while Cutting Feeder Roots
- Durable AR500 Steel Blades make the Stumper Tough, Even in Rocky Conditions
- Safer than Conventional Stumpers due to Slow Rotation Auger Bit Action

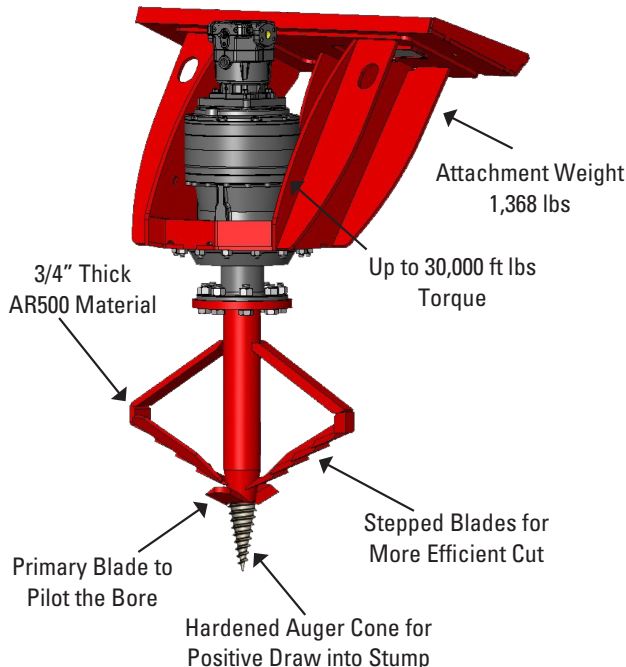
## SAFE, POWERFUL & DURABLE



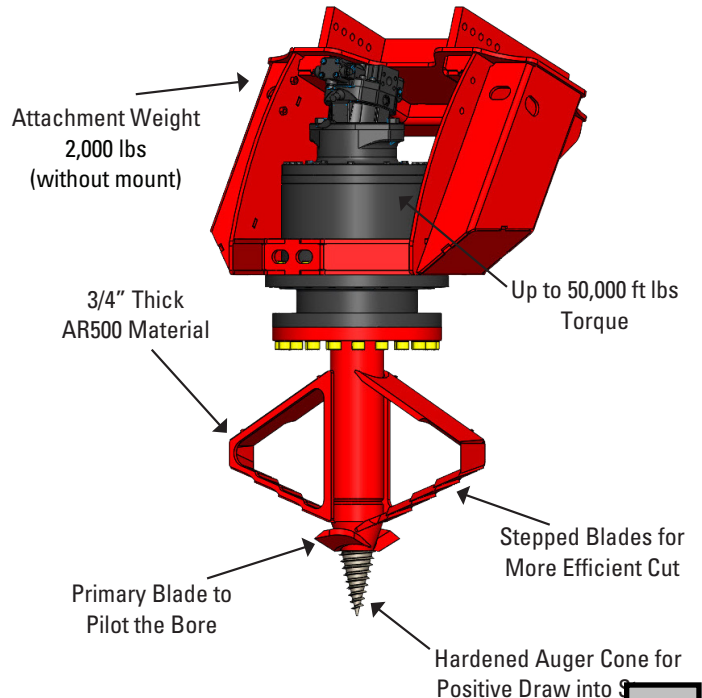
## FASTER THAN TRADITIONAL STUMP GRINDERS

Flow	Speed	Depth into Stump Per Min
GPM	RPM	3/4" Bit
20	7.3	5.5"
24	8.8	6.6"
28	10.2	7.7"
32	11.7	8.8"
36	13.1	9.8"
40	14.7	11"
42	16.1	12.1"

### SKID STEER STUMPEX



### EXCAVATOR STUMPEX



- Operators cab must be protected with both properly maintained 1/2" LEXAN® Glass (or equal) and Falling Object Protection.
- Always insure that your carrier manufacturers safety features (including Falling Object Protection, and Roll-Over Protection meet your job safety requirements.
- Certain guarding and features may have been removed for illustrative purposes, always run with proper guarding.
- Weights are subject to vary based on options. • Safety Is The Responsibility Of The Operator.
- Specifications subject to change without notice. • Pictures may contain optional accessories.
- Photographs may have been altered for marketing purposes.



GS-30F-0019S





**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO:** MAYOR CHUCK REYNOLDS AND COUNCIL MEMBERS

**FROM:** BILL LAGRONE, CITY ADMINISTRATOR  
SCOTT E. HUBER, CITY ATTORNEY

**RE:** PUBLIC HEARING TO RECEIVE INPUT REGARDING TRANSITION TO BY-DISTRICT ELECTIONS FOR COUNCIL MEMBERS

**DATE:** JANUARY 21, 2020

**SUMMARY** The Council will hold a public hearing to receive a presentation from Q2 Data & Research LLC and to receive input from the public regarding the transition to a by-district election process.

**DISCUSSION.** On December 3, 2019, the City Council adopted a resolution of intention to transition from at-large to by-district elections. Pursuant to California Elections Code §10010, this is the first of two public hearings to inform the public about the districting process, present options available to the City, receive community input, and receive a presentation from Q2 Data & Research LLC on the criteria for drawing the boundaries of the voting districts, prior to drafting district map boundary alternatives.

To comply with the California Voting Rights Act (CVRA), the City will begin the transition to by-district elections within the required timeframe in preparation for the 2020 General Election. Pursuant to Elections Code §10010, the city is required to hold at least two public hearings over a period of no more than 30 days before any map or maps of the boundaries for the proposed voting districts are drawn. At the public hearings, the community is invited to provide input regarding the composition of the districts. Following the public hearings, the Council will then present the draft maps for public comment and review in two subsequent public hearings. The Council will then provide further direction to finalize the map, which will be presented to the Council for a final vote.

The Council is the final decision-making body on adopting district boundaries.

The Council will hold a public hearing to receive input regarding the transition to a by-district election process.

**BUDGET EFFECT.** None related to the public hearing. The costs for the demographer and other related fees were previously approved by the Council.

**RECOMMENDATION.** Open a public hearing to receive a presentation from Q2 Data & Research LLC and to receive input from the public.





## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: BILL LAGRONE, CITY ADMINISTRATOR**

**RE: SECOND READING OF A DRAFT ORDINANCE OF THE CITY OF OROVILLE AMENDING SECTIONS 17.04.060 AND 5.28.010 AND ADDING SECTIONS 5.28.095, 5.28.130 AND 5.28.140 OF THE OROVILLE MUNICIPAL CODE REGARDING PROHIBITING THE SALE OF FLAVORED TOBACCO**

**DATE: JANUARY 21, 2020**

### SUMMARY

The Council will hold a public hearing to consider approving the second reading of an ordinance to prohibit the sale of flavored tobacco within the City limits. Input will be considered from the Planning Commission and the public on both sides of the issue.

### DISCUSSION

In the interest of improved public health and especially for Oroville’s youth, the City Council and Planning Commission have met several times to consider enacting a ban on the sale of flavored tobacco products, as defined, within the City limits.

On January 7, 2020 the Council approved the First reading of the attached ordinance.

The attached draft ordinance for its second reading prohibits the sale by any retailer of all flavored tobacco products including menthol, whether smoked, chewed or vaped. It is modeled after the enacted Sacramento City Ordinance.

If approved, the ordinance would take effect 30 days after its signing.

### FISCAL IMPACT

A likely loss of some sales tax revenues as per the prior analysis.

### RECOMMENDATION

Adopt Ordinance 1841 -- AN ORDINANCE OF THE CITY OF OROVILLE AMENDING SECTIONS 17.04.060 AND 5.28.010 AND ADDING SECTIONS 5.28.095, 5.28.130 AND

5.28.140 OF THE OROVILLE MUNICIPAL CODE REGARDING PROHIBITING THE SALE OF FLAVORED TOBACCO.

**ATTACHMENTS**

1. Draft ordinance with a full ban on flavored tobacco products.
2. January 7, 2020 staff report on the topic.



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: BILL LAGRONE, CITY ADMINISTRATOR**

**RE: FIRST READING OF A DRAFT ORDINANCE OF THE CITY OF OROVILLE AMENDING SECTIONS 17.04.060 AND 5.28.010 AND ADDING SECTIONS 5.28.095, 5.28.130 AND 5.28.140 OF THE OROVILLE MUNICIPAL CODE REGARDING PROHIBITING THE SALE OF FLAVORED TOBACCO**

**DATE: JANUARY 7, 2020**

### SUMMARY

The Council will hold a public hearing to consider approving the first reading of an ordinance to prohibit the sale of flavored tobacco within the City limits. Input will be considered from the Planning Commission and the public on both sides of the issue.

### DISCUSSION

In the interest of improved public health and especially for Oroville’s youth, on October 1, 2019, the City Council heard for the second time testimony from many individuals and groups who pointed out the health effects and increasing use by youth of e-cigarettes and flavored tobacco liquids. The Council then directed staff to prepare an ordinance to prohibit the sale of flavored tobacco products within the City limits. Because some of the code changes would affect Title 17 (Zoning Code), the Council also directed the Planning Commission to hear the question<sup>1</sup>.

The Planning Commission met twice on the issue and recommended that the City Council take no action at this time to ban or limit flavored tobacco products in Oroville. Instead the Commission recommends the City send a letter to the Governor and the State Legislature urging immediate action to ban flavored vaping products statewide, and/or take other appropriate measures to protect the health of our State’s youth. The primary reason for this recommendation was to avoid creating a commercial advantage to tobacco retailers outside the city limits at the expense of our retailers. More background can be found in the Commission’s October 29 and November 21 meeting agenda packets (attached).

There is almost universal acknowledgement that vaping by our youth has reached epidemic proportions across the nation, and the Federal government, the State

<sup>1</sup> The Planning Commission’s charge in this case was to “ evaluate information from staff and testimony for the purpose of making recommendations to guide legislative action” from The Job of the Planning Commissioner, by Albert Solnit, ©1987, 3<sup>rd</sup> edition revised, page 5.

government, and dozens of local jurisdictions are acting to restrict, educate, and/or study vaping and its health effects. On October 1, there were 29 California jurisdictions that had enacted some form of an ordinance. As of November 14 there are over 50 who had done so.

The attached draft ordinance prohibits the sale by any retailer of all flavored tobacco products including menthol, whether smoked, chewed or vaped. It is modeled after the enacted Sacramento City Ordinance.

If approved, the second reading and adoption would be scheduled for Tuesday, January 20, 2020.

### **FISCAL IMPACT**

Assuming a ban on all flavored tobacco products, the lost sales of e-cigarettes and other flavored tobacco products would mean minimal sales tax revenue losses to the City -- in the range of \$10,000 - \$20,000 per year. Total sales tax revenues in 2018 from those likely to be tobacco retailers were \$660,334 (service stations, food markets, and liquor stores combined). However, if Oakland's experience is repeated in Oroville and our stores are bypassed, lost City sales tax revenue could be up to \$90,000 per year.

### **RECOMMENDATION**

Provide direction to staff on these options:

1. Approve first reading of ordinance as is, which prohibits the sale of all flavored tobacco products within the City limits;
2. Modify the ordinance to allow sale of flavored tobacco products at Oroville's five smoke shops only;
3. Adopt the Planning Commission's recommendation to take no action, but send a letter encouraging the State to prohibit flavored tobacco products statewide;
4. If adopting a ban, the Council may also consider whether to make the ban effective immediately or to wait a period of time to allow retailers to sell their existing inventory.

### **ATTACHMENTS**

1. Draft ordinance assuming a full ban on flavored tobacco products.
2. Planning Commission and Council meeting staff reports and backup materials.



## Oroville Municipal Code

### Proposed changes to affect a prohibition on flavored tobacco products

These changes are intended to prohibit the sale of flavored tobacco products in the City of Oroville. The changes will:

1. Effectively remove flavored tobacco products from smoke shops and from stores that sell tobacco under a Tobacco Retailers License;
2. Continue to prohibit sale of tobacco products and/or paraphernalia to persons younger than the minimum age;
3. Will not eliminate the sale of electronic cigarettes, but will prohibit selling any product other than tobacco or nicotine for use with them;
4. "Smoking" as defined in OMC 9.04.170 includes ... "inhaling, exhaling burning or carrying any lighted ....combustible substance in any manner and in any form." Smoking, including vaping, will thus continue to be prohibited in enclosed public places and other places as defined;

#### **ORDINANCE OF THE CITY OF OROVILLE AMENDING SECTIONS 17.04.060 AND 5.28.010 AND ADDING SECTIONS 5.28.095, 5.28.130 AND 5.28.140 OF THE OROVILLE MUNICIPAL CODE REGARDING PROHIBITING THE SALE OF FLAVORED TOBACCO**

**WHEREAS**, tobacco use remains the leading cause of preventable death in the United States, killing more than 480, 000 people each year. It causes or contributes to many forms of cancer, as well as heart disease and respiratory diseases, among other health disorders. Tobacco use remains a public health crisis of the first order, in terms of the human suffering and loss of life it causes. the financial costs it imposes on society, and the burdens it places on our health care system; and

**WHEREAS**, flavored tobacco products are commonly sold by California tobacco retailers. For example: 97.4% of stores that sell cigarettes sell menthol cigarettes; 94.5% of stores that sell little cigars sell them in flavored varieties; 84.2% of stores that sell electronic smoking devices sell flavored varieties; and 83.8% of stores that sell chew or snus sell flavored varieties; and

**WHEREAS**, each day, approximately 2,500 children in the United States try their first cigarette; and another 8,400 children under 18 years of age become new regular, daily smokers. 81% of youth who have ever used a tobacco product report that the first tobacco product they used was flavored. Flavored tobacco products promote youth initiation of tobacco

use and help young occasional smokers to become daily smokers by reducing or masking the natural harshness and taste of tobacco smoke and thereby increasing the appeal of tobacco products. As tobacco companies well know, menthol, in particular, cools and numbs the throat to reduce throat irritation and make the smoke feel smoother, making menthol cigarettes an appealing option for youth who are initiating tobacco use. Tobacco companies have used flavorings such as mint and wintergreen in smokeless tobacco products as part of a "graduation strategy" to encourage new users to start with tobacco products with lower levels of nicotine and progress to products with higher levels of nicotine. It is therefore unsurprising that young people are much more likely to use menthol-, candy and fruit-flavored tobacco products, including not just cigarettes but also cigars, cigarillos, and hookah tobacco, than adults. Data from the National Youth Tobacco Survey indicate that more than two-fifths of U.S. middle school and high school smokers report using flavored little cigars or flavored cigarettes. Further, the Centers for Disease Control and Prevention has reported a more than 800% increase in electronic cigarette use among middle school and high school students between 2011 and 2015. Nicotine solutions, which are consumed via electronic smoking devices such as electronic cigarettes, are sold in thousands of flavors that appeal to youth, such as cotton candy and bubble gum; and

**WHEREAS**, much as young people disproportionately use flavored tobacco products including menthol cigarettes, the same can be said of certain minority groups. In one survey, the percentage of people who smoke cigarettes that reported smoking menthol cigarettes in the prior month included, most dramatically, 82.6% of Blacks or African-Americans who smoke cigarettes. The statistics for other groups were: 53.2% of Native Hawaiians or other Pacific Islanders who smoke cigarettes; 36.9% of individuals with multiracial backgrounds who smoke cigarettes; 32.3% of Hispanics or Latinos who smoke cigarettes; 31.2% of Asians who smoke cigarettes; 24.8% of American Indians or Alaska Natives who smoke cigarettes; and 23.8% of Whites or Caucasians who smoke cigarettes. People who identify as LGBT and young adults with mental health conditions also struggle with disproportionately high rates of menthol cigarette use. The disproportionate use of menthol cigarettes among targeted groups, especially the extremely high use among African-Americans, is troubling because of the long-term adverse health impacts on those groups; and

**WHEREAS**, between 2004 and 2014, overall smoking prevalence decreased, but use of menthol cigarettes increased among both young adults (ages 18-25) and other adults (ages 26+). These statistics are consistent with the finding that smoking menthol cigarettes reduces the likelihood of successfully quitting smoking. Scientific modeling has projected that a national ban on menthol cigarettes could save between 300,000 and 600,000 lives by 2050.

**NOW THEREFORE, the City Council of the City of Oroville does ordain as follows:**

**SECTION 1. Oroville Municipal Code Section 17.04.060 is hereby amended as follows:**

**Characterizing Flavor.** A taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcohol beverage, herb, or spice. A tobacco product shall not be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information. Rather, it is the presence of a distinguishable taste or aroma, or both, as described in the first sentence of this definition, that constitutes a characterizing flavor.

**"Flavored tobacco product"** means any tobacco product that contains a constituent that imparts a characterizing flavor.

.....

**Tobacco paraphernalia.** Cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, vaporizers and any other item designed for the smoking, preparation, storing, or consumption of tobacco products. For the purpose of this title, electronic cigarette supplies are considered tobacco paraphernalia.

**Tobacco product.** Any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, bidis, or any other preparation of tobacco; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence. For the purpose of this title, electronic cigarettes are considered a tobacco product. For the purposes of this title, tobacco products exclude products with a characterizing flavor.

**SECTION 2. Oroville Municipal Code Section 5.28.010 is hereby amended to read as follows:**

**"5.28.010 Definitions.**

The following words and phrases, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

**"Arm's length transaction"** means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between 2 informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an arm's length transaction.

**“Characterizing Flavor”** means a taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcohol beverage, herb, or spice. A tobacco product shall not be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information. Rather, it is the presence of a distinguishable taste or aroma, or both, as described in the first sentence of this definition, that constitutes a characterizing flavor.

**“Flavored tobacco product”** means any tobacco product that contains a constituent that imparts a characterizing flavor.

**“Person”** means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

**“Proprietor”** means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a 10% or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.

**“Self-service display”** means the open display or storage of tobacco products or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

**“Smoking.”** Refer to Section 9.04.170 for definition.

**“Tobacco paraphernalia”** means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, vaporizers and any other item designed for the smoking, preparation, storing, or consumption of tobacco products. For the purpose of this chapter, electronic cigarette supplies are considered tobacco paraphernalia.

**“Tobacco product”** means any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, bidis, or any other preparation of tobacco; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence. For the purpose of this chapter, electronic cigarettes are considered a tobacco product. For the purposes of this title, tobacco products exclude products with a characterizing flavor.

**“Tobacco retailer”** means any person who sells, offers for sale, or exchanges for any form of consideration, tobacco, tobacco products or tobacco paraphernalia. “Tobacco retailing” shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco, tobacco

products, or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange. (Ord. 1794 § 1)”

**SECTION 3.** Section 5.28.095 is hereby added to the Oroville Municipal Code to read as follows:

**“5.28.095 Sale or offer for sale of flavored tobacco products prohibited.**

(a)The sale or offer for sale, by any person or tobacco retailer of any flavored tobacco product is prohibited and no person or tobacco retailer shall sell, or offer for sale, any flavored tobacco product.

(b)There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a manufacturer or any of the manufacturer's agents or employees, in the course of their agency or employment, has made a statement or claim directed to consumers or to the public that the tobacco product has or produces a characterizing flavor including, but not limited to, text, color, and/or images on the product's labeling or packaging that are used to explicitly or implicitly communicate that the tobacco product has a characterizing flavor.”

**SECTION 4.** Sections 5.28.130 and 5.28.140 are hereby added to the Oroville Municipal Code to read as follows:

**“5.28.130 No conflict with federal or state law.**

Nothing in this chapter shall be interpreted or applied so as to create any requirement, power, or duty that is preempted by federal or state law.

**5.28.140 Severability.**

If any provision, section, subsection, sentence, clause, phrase, or word of this Chapter 5.28, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of the chapter. The City Council hereby declares that it would have passed this chapter, and each provision, section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portion of this chapter or application thereof would be subsequently declared invalid or unconstitutional.”





# CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND COUNCIL MEMBERS**

**FROM: BILL LAGRONE, CITY ADMINISTRATOR**

**RE: FISCAL YEAR UPDATE**

**DATE: JANUARY 21, 2020**

## SUMMARY

The Council will hear an update of Council accomplishments and financial update for first half of fiscal year 2019/2020

## DISCUSSION

The first two quarters of Fiscal year 2019/2020 have been completed. The Council has undertaken numerous projects and provided staff with direction on many issues. A concern for the Council is the status of projects. The Council will often authorize projects and provide direction, then moves on to another project without being updated on the status of the projects already underway. This report is an attempt to better inform the Council regarding status of projects. Most projects are well underway and progressing or are completed. Below is a list of projects and direction as well as the status of the project.

<b>Project</b>	<b>Status</b>
Approval of Annual Budget	Implemented
Annexation of Various Thermalito areas	In progress
Adoption of Cal OES Hazard Mitigation Plan	Completed
General Plan Amendments	In progress
Memorandum of Understanding for SRO's with Oroville Elementary	Completed
Insulation for Mechanics Shop	Completed
Lower Wyandotte Culvert Rehabilitation	In progress
Wyandotte Creek Analysis (Drainage behind Big Tires)	In progress
Manhole raise project-Olive Highway	Complete
Police Dispatching Contract with Gridley	Complete
SB2 Planning Grant application (Grant awarded for \$160,000)	Complete
Montgomery Street Roundabout traffic calming measures	In progress
Request for proposal for fire service	In progress

Executive Leadership Restructure	In progress
2019 Paving Projects 90% complete	In progress
Prohibiting the Sale of Flavored Tobacco	In progress
Establishment of Problem oriented Policing team	In progress
Hiring Planning Intern	Complete
Sewer System Management Plan Update	Complete
Lott Home roof replacement	In progress
Adoption of 2019 California Building Code	Complete
Janitorial contract for City Hall	Complete
Affordable Housing Project Planning and Coordinating	In progress
2018 Grant Award from Home Investment Partnership (1 Million)	Complete
2019 Grant Application for Home Investment Partnership	Complete
Veteran Housing Partnership phase one of three phases	Complete
Grant application for Emergency Generators	Complete
Prop 68 Grant application for River Access Trail improvement	Complete
Motor replacement for Fire Engine 2	In progress
Tree Pruning Contract (Contract issued / Work in progress)	In progress
Sewer Lining Project (engineering contract)	In progress
Sell of 750 Montgomery Street (Waiting on County Oversight board)	In progress
Neighborhood Traffic Calming measures	Complete
Districting of City for Council Elections	In progress
Project Design and Management for ATP improvements for SR162	Complete
Hiring of new Public Safety Director	Complete
Financial Analysis for Fiscal year 2018/2019	Complete
Safety Center Dispatch remodel	In progress
Access road agreement with the Department of Water Resources	Complete
Repair of Arson Damage to Municipal Auditorium	In progress
Agreement with the YMCA for programming at the Municipal	In progress
New Corporation Yard Building (In Design and Planning phase)	In progress
Replacement of Loader Tractor (Delivered in December)	Complete
ATC Building at Airport rented and generating \$6000.00 per month	Complete
Taxiway K rehab Federally funded at 95%	Complete

The list above is not all inclusive, it represents the larger projects the Council has accomplished or has direct to be accomplished. This fiscal year has seen some set backs as well. The most notable set back is the arson of the Municipal Auditorium. The City was well on its way to have the building in a condition so that it could once again be a venue for sporting activities and community events. The Municipal Auditorium is currently being repaired by a contractor hired by our Insurance JPA. The included repairs will be the floor under the stage area, the rebuilding of the stage, painting inside, new stage curtains, all necessary wiring repair from fire damage, and any other fire related damage. The City Council had previously authorized monies for the repair of the sheetrock in the locker rooms, painting of the lobby area, and new doors for the lobby area. Staff is optimistic all repairs will be completed by July of 2020.



## Building and Community Development

### 2019 Residential New Construction

Single Family Homes*	110 single family homes / Manufactured homes
Apartments	2 complexes / 57 units total

\* Staff is currently processing two additional subdivisions with a total of approximately 120 additional single-family homes to be completed in 2020. Staff is currently working with two affordable housing developers to build an additional 150 affordable apartments

### 2019 Commercial Construction

Commercial Infill construction	7
Commercial new construction	2

### 2019 New Business Occupancy

New Business	92
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The staffing of the Community Development is mostly staff by consultants from Bureau Veritas. Currently we are staffing with 1 Community Development Director, 1 Principal Planner, 1 Building Inspector and 1 Engineer. When we entered into the is fiscal year, we were able to keep up with the workload with an Engineer one day per week. The workload has significantly increased. Our current Engineer is doing a good job, just lacks the necessary time to keep up with the demand. This should not be construed as criticism of his work, just a reality of the volume of work. It is necessary to have an onsite person more then one day per week. Bureau Veritas can provide an Engineer three days per week. Being onsite three days per week will allow for better customer service. Often issues can be resolved with a face to face meeting which will not delay projects or hinder the ability of the contractors to keep working.

With this increase in staffing it will be necessary to make a budget adjustment to provide for additional funds for this contract. In fiscal year 2019/2020 an allocation of \$350,000 was made to fund the Bureau Veritas contract. It is necessary to increase that funding to and amount not to exceed \$580,000. The monies for this contract will come from several places in the budget. Currently the budget contains a fully funded building official; however, this position is vacant, and we do not anticipate filling it at this time. If approved the funding for this position will be diverted to the Bureau Veritas Contract. The budget also contains funding for a part time Engineer. This position is funded through the Contract with Bennett Engineering. This contract will be reduced by the reduction of the one day a week engineer. This funding will also be diverted to the Bureau Veritas Contract. These adjustments will provide enough funding to fully fund the Bureau Veritas Contract.

The City is actively pursuing the annexation of several Thermalito areas. This is a long and labor-intensive process to ensure it is done properly. To ensure the process is followed and the task is completed it is necessary to assign a project manager. Currently the City has been using the services of Tom Lando. Mr. Lando is a very experienced Planner and will easily manage this project to a conclusion. Mr. Lando is currently funded as a consultant for special projects / Administration. Mr. Lando could be utilized as a special project manager utilizing the existing funding for the next 18 to 24 months. The City has been awarded \$160,000 from the SB 2 grant application that was submitted in September of 2019. These dollars can be utilized to help fund both Bureau Veritas and a special project manager for annexation

**Public Safety**

**Police Activity**

July -December

<b>Incidents</b>	<b>20460</b>
<b>Arrest</b>	<b>1261</b>
<b>Citations</b>	<b>647</b>

**Fire Activity**

<b>Incidents</b>	<b>2267</b>
<b>Medical Related</b>	<b>1558</b>
<b>Fire / Collision / Community Assist</b>	<b>709</b>

Late last year the Council authorized the creation of a Problem Oriented Policing Team. This team includes 1 Sergeant, 2 Police Officers, 2 Municipal Law Enforcement Officers (MLE), and 2 Public Works Operators. To fund these positions fully the cost annually is approximately \$442,000.

In order to fund these positions, it is necessary to make budget adjustments. Staff has identified 5 positions in our current budget that are funded but not filled. The funding available from these positions is approximately \$350,000. The monies currently identified for these specific positions will be moved to fund this project. This movement leaves a shortage in funding for this project, it will be necessary to utilize Measure U dollars to fully fund this project. Measure U is currently over performing expectations and has available funding for this project.

As we move into the future should our revenues decrease it will be necessary to revisit all these movements to ensure they have adequate funding. These new positions will all be included in the new budget for 2020/2021.

There is also the potential of more MLE position to address Fire related issues. Council had directed staff to return in December with report back to Council regarding these potential positions.

Staff was prepared to present the item; however, the Oroville Fire Fighters Association requested to meet and confer over the addition of the positions. As soon as the met and confer has occurred staff will return to Council as directed.

## **Public Works - Sewer Division**

The Public Works Sewer Department is currently staffed with five staff members and is funded for seven staff members. The Supervisor of this Department is currently actively recruiting and interviewing to fill at least one of the funded positions. The Sewer Department has a need for a new mid-size dump truck. Staff will be returning to Council at a later date with this request.

## **Fleet Maintenance Division**

The Fleet Maintenance shop is fully staffed and operational. This is a critical area of responsibility as they ensure the mechanical soundness of all our vehicles.

## **Public Works – Parks and Trees**

The Public Works – Parks and Trees is currently funded for 8 Parks and Tree workers, currently 5 of these positions are staffed. The Parks and Trees Department is currently actively recruiting and interview for these positions. The Parks and Trees Department has a need for 2 new vehicles. The need comes from the lack of vehicles and replacement of worn out vehicles. Staff will be returning to Council at a later date with this request.

## **Streets Department**

The Public Works – Streets is currently funded for 8 Streets workers, currently 4 of these positions are staffed. The Streets Department is currently actively recruiting and interview for these positions. The Streets Department has a need for 2 new vehicles. The need comes from the lack of vehicles and replacement of worn out vehicles. Staff will be returning to Council at a later date with this request.

## **Human Resources**

The Human Resource Manager is the only employee in this Department. As the City's workforce increases it will be necessary to provide additional personnel for this Department. The Human Resource Manager is currently in need of a part time person to help with task such as filing, scanning and general archiving. Staff believes these duties can be redistributed amongst current staff. If the need arises for additional staffing for this department, we will return to Council with that request.

**Finance Department**

The Finance Department is currently funded and staffed with 4 personnel. Finance Director Duncan is satisfied with the number of staff for this department at this time. As the City's workforce increases it will be necessary to provide additional personnel for this Department.

**FISCAL IMPACT**

Depends on Council direction. If Council accepts described plan, staff will return at next Council meeting with any necessary budget adjustments

**RECOMMENDATION**

Provide staff direction as to necessary staffing changes and return to Council with any necessary budget adjustments

Scott W. Lawrence  
3351 Morningside Drive  
Oroville, CA 95966  
530 990 3923  
scottwlaw9137@gmail.com

December 2, 2019

Fellow Park Commissioners and City Staff,

It is with regret that I give my notice of intended resignation from the City of Oroville Park Commission. It has been an honor to serve the City of Oroville in my capacity on the Park Commission for the past several years. My wife and I are living part time in Washington State and I find our time there is hindering my ability to serve on the Park Commission in the capacity I feel appropriate. I believe it to be in the best interest of the City to find a replacement for me on the Park Commission. I am therefore making my resignation date effective January 31, 2020 to allow time for the City to find my replacement.

It has been a pleasure serving on the Park Commission and I wish the City much success in it's continued effort to meet the park and cultural needs of the community.

Warm regards,



Scott Lawrence

FEDERAL ENERGY REGULATORY COMMISSION  
Office of Energy Projects  
Division of Dam Safety and Inspections – San Francisco Regional Office  
100 First Street, Suite 2300  
San Francisco, CA 94105-3084  
(415) 369-3300 Office – (415) 369-3322 Facsimile

January 7, 2020

In reply refer to:  
Project No. 2088-CA  
NATDAM No. CA00273

Mr. Rath Moseley, General Manager  
South Feather Water and Power Agency  
2310 Oro-Quincy Highway  
Oroville, CA 95965

Re: Forbestown Diversion Dam Slide Gate Valve Repair

Dear Mr. Moseley:

This is in response to a letter dated October 25, 2019 from Mr. Matt Colwell and Mrs. Kristen McKillop that submitted a report of the completion of the repairs of the slide gate valve that were required due to the 2018 gate mis-operation incident at Forbestown Diversion Dam, which is part of the South Feather Power Project, FERC No. 2088. We have reviewed the submittal, and we have no comments.

We appreciate your continued efforts in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Ricardo Galdamez at (415) 369-3310.

Sincerely,



Frank L. Blackett, P.E.  
Regional Engineer

FEDERAL ENERGY REGULATORY COMMISSION  
 Office of Energy Projects  
 Division of Dam Safety and Inspections – San Francisco Regional Office  
 100 First Street, Suite 2300  
 San Francisco, CA 94105-3084  
 (415) 369-3300 Office – (415) 369-3322 Facsimile

January 8, 2020

In reply refer to:  
 Project No. 2100-CA  
 NATDAM No. CA00035

Ms. Gwen Knittweis, Chief  
 Hydropower License Planning and Compliance Office  
 California Department of Water Resources  
 P.O. Box 942836  
 Sacramento, California 94236-0001

Re: Oroville Emergency Recovery – Spillways Lakeside Access Road Fill Removal,  
 FERC Project No. 2100.

Dear Ms. Knittweis:

This is in response to your letter dated December 13, 2019 regarding the removal of a portion of the lakeside access road below elevation 900 feet at the Oroville Dam, part of the Feather River Project, FERC No. 2100. This temporary road was constructed on the upstream side of the dam, immediately to the left of the Flood Control Outlet gate structure as part of the spillway recovery project. We have completed our review and have the following comments:

1. Ensure that all stockpiled material is located above elevation 900 feet, as noted in your submittal. The stockpile must always remain above the reservoir and not become saturated by the reservoir.
2. Provide a plan and schedule for the long-term disposal or use of this material, taking into consideration the Section 404 permit, or any other permits that may be required for the intended end use of this stockpile.

You are authorized to remove the temporary road as indicated in your submittal immediately upon receipt of this letter. Within 60 days of the date of this letter, provide a response to Comment No. 2. We appreciate your continued cooperation in this aspect of the Commission's dam safety program. If you have questions, please contact Doug Boyer at (503) 502-3048 or me at (415) 369-3318.

Sincerely,



Frank L. Blackett, P.E.  
 Regional Engineer

FEDERAL ENERGY REGULATORY COMMISSION  
 Office of Energy Projects  
 Division of Dam Safety and Inspections – San Francisco Regional Office  
 100 First Street, Suite 2300  
 San Francisco, CA 94105-3084  
 (415) 369-3300 Office – (415) 369-3322 Facsimile

January 8, 2020

In reply refer to:  
 Project No. 2100-CA  
 NATDAM No. CA00035

Ms. Gwen Knittweis, Chief  
 Hydropower License Planning and Compliance Office  
 California Department of Water Resources  
 P.O. Box 942836  
 Sacramento, California 94236-0001

Re: Oroville Emergency Recovery – Flood Control Outlet Spillway Monitoring, FERC  
 Project No. 2100.

Dear Ms. Knittweis:

This is in response to your letter dated December 26, 2019 regarding the installation of instrumentation in the Flood Control Outlet spillway chute at the Oroville Dam, part of the Feather River Project, FERC No. 2100. This instrumentation is intended to be used to monitor flow velocities and air content of the flows in the spillway. We have completed our review and have the following comments:

1. The memo attached to the submittal is indicated as a DRAFT version. We require a final version of the memo be submitted prior to our formal review.
2. Provide a clear discussion of what considerations were made in the design of this system to prevent any damage to the concrete chute or walls during the installation of the equipment and during operation of the spillway. This could include damage to the probe and supports by debris during normal operation, and at least some consideration to an extreme event impacting the horizontal supports.

Within 60 days of the date of this letter, provide a response to our comments or a plan and schedule to address our comments. We appreciate your continued cooperation in this aspect of the Commission's dam safety program. If you have questions, please contact Wes Cooley at (415) 369-3340 or me at (415) 369-3318.

Sincerely,



Frank L. Blackett, P.E.  
 Regional Engineer



FEDERAL ENERGY REGULATORY COMMISSION  
 Office of Energy Projects  
 Division of Dam Safety and Inspections – San Francisco Regional Office  
 100 First Street, Suite 2300  
 San Francisco, CA 94105-3084  
 (415) 369-3300 Office – (415) 369-3322 Facsimile

January 3, 2020

In reply refer to:  
 Project No. 2100-CA

Ms. Gwen Knittweis, Chief  
 Hydropower License Planning and Compliance Office  
 California Department of Water Resources  
 P.O. Box 942836  
 Sacramento, California 94236-0001

Subject: Oroville Emergency Recovery – Spillways, Submittal of Plans – Revision 14 –  
 Grading, Signage, Road, and Steps and Revision 15 – Survey Monuments,  
 Drainage Covers, Access Ladders, Kiosk, Drain Labels, and Grading and Paving,  
 FERC Project 2100

Dear Ms. Knittweis:

This letter is in response to your October 16, 2019 letter transmitting a revision to the project plans, part of the Feather River Project, FERC No. 2100. Revision 14 drawings include minor revisions that were made to better accommodate public access allowing for safe use of the facilities. Revision 15 drawings include the addition of permanent survey monuments, drainage covers, access ladders, a kiosk modification, labeling of drains, and minor adjustments to both the grading and paving limits.

The revised drawings are acceptable; we have no additional comments.

Our review has been coordinated with various divisions within FERC, including the Division of Dam Safety and Inspections (D2SI) and the Division of Hydropower and Compliance (DHAC).

We appreciate your cooperation in this aspect of the Commission's dam safety and hydropower compliance programs. If you have questions, please contact Doug Boyer at (503) 502-3048 or me at (415) 369-3318.

Sincerely,



Frank L. Blackett, P.E.  
 Regional Engineer

cc:  
 Ms. Sharon Tapia, Chief  
 CA Dept. of Water Resources  
 Division of Safety of Dams  
 P.O. Box 942836  
 Sacramento, CA 94236-0001

FEDERAL ENERGY REGULATORY  
COMMISSION  
Office of Energy Projects  
Division of Dam Safety and Inspections – San Francisco Regional  
Office 100 First Street, Suite 2300  
San Francisco, CA 94105-3084  
(415) 369-3300 Office – (415) 369-3322 Facsimile

cc:  
Ms. Sharon Tapia, Chief  
CA Dept. of Water Resources  
Division of Safety of Dams  
P.O. Box 942836  
Sacramento, CA 94236-  
0001

December 23, 2019

In reply refer to:  
Project No. 2100-CA

Ms. Gwen Knittweis, Chief  
Hydropower License Planning and Compliance Office  
California Department of Water Resources  
P.O. Box 942836  
Sacramento, California 94236-0001

Subject: Oroville Emergency Recovery – Spillways, Site Grading Inspection, FERC  
Project 2100

Dear Ms. Knittweis:

This letter is in response to your November 18, 2019 letter transmitting minor revisions to the backfill grading in the vicinity of the Flood Control Outlet (FCO) chute walls, part of the Feather River Project, FERC No. 2100.

We have reviewed the revised grading plans and we have no comments on the revised drawings and find them acceptable. However, you are reminded that all correspondence should be addressed to the Regional Engineer, Mr. Frank L. Blackett at the address listed at the top of this letter.

We appreciate your cooperation in this aspect of the Commission's dam safety program. If you have questions, please contact Doug Boyer at (503) 502-3048 or me at (415) 369-3318.

OFFICE OF CHIEF OF DAMS  
MAY 20 2019  
RECEIVED

Sincerely,  
*Frank L. Blackett*  
Frank L. Blackett, P.E.  
Regional Engineer



Department of Development Services

Paula Daneluk, Director  
Pete Calarco, Assistant Director

7 County Center Drive  
Oroville, California 95965

T: 530.552.3700  
F: 530.538.7785

[buttecounty.net/dds](http://buttecounty.net/dds)

**BUTTE COUNTY PLANNING COMMISSION**  
**NOTICE OF PUBLIC HEARING**  
**MINOR USE PERMIT MUP19-0003**

NOTICE IS HEREBY GIVEN that the Butte County Planning Commission will hold a public hearing to consider an application for Minor Use Permit MUP19-0003 for Base Camp Village, Inc. on **January 23, 2020 at 9:00 a.m.** or shortly thereafter in the Butte County Board of Supervisors' Room, County Administration Center, 25 County Center Drive, Oroville, California as follows:

**Project Information**

**Project:** Minor Use Permit MUP19-0003

**APN:** 030-020-097

**Location:** The project site encompasses 4.27 acres located on the north side of Nelson Avenue, approximately 380 feet west from the intersection of Nelson Avenue and 16th Street, in the community of Thermalito.

**Proposal:** The applicant is requesting a Minor Use Permit to construct and operate a Large Residential Care Facility on property situated in the Very Low Density Residential (VLDR) zone. The proposed facility will provide permanent housing for homeless and disabled persons (physical, mental or substance use). The facility includes 12 units to house 16 persons, with one unit reserved for a full-time onsite resident manager. The facility will also include the construction of a detached 900 square foot office building and 960 square foot storage shed.

Butte County is recommending this project to be found categorically exempt from the California Environmental Quality Act (CEQA) under section 15303 (Class 3 – New Construction or Conversion of Small Structures) of the CEQA Guidelines.

The above mentioned application is on file and available for public viewing at the Butte County Department of Development Services, 7 County Center Drive, Oroville, CA 95965, or online by entering the project number (MUP19-0003) at <https://dspermits.buttecounty.net/Search/project.aspx>. Comments may be submitted in writing at any time prior to the hearing or orally at the scheduled hearing listed above or as may be continued to a later date. If you challenge the above application in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the Planning Commission at, or prior to the public hearing.

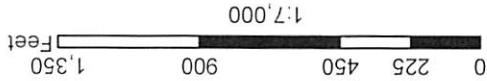
For information, please contact Senior Planner Rowland Hickel, Butte County Department of Development Services, Planning Division at (530) 552.3684 or [rhickel@buttecounty.net](mailto:rhickel@buttecounty.net).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the hearing, please contact us at (530) 552.3662. Notification at least 72 hours prior to the hearing will enable staff to make reasonable arrangements.

BUTTE COUNTY PLANNING COMMISSION  
PAULA DANELUK, DIRECTOR OF DEVELOPMENT SERVICES

# Base Camp Village, LLC Minor Use Permit

MUP19-0003



- Legend**
- Streams
  - Lakes
  - Roads
  - Railroad



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

VICINITY MAP

HANDOUTS  
AT MEETING  
01.21.2020

## **Districting Glossary**

**American Community Survey (ACS):** A survey that provides data in four categories every year. The categories are: social, demographic, economic and housing. The ACS replaced the 'long form' of the census that was collected once every 10 years. The ACS does not report counts of the population but rather estimates.

**At-Large Election:** In a jurisdiction (for example a city) with an at-large election system, all voters in the jurisdiction vote for all candidates running for office in that city. In at-large election systems, the candidates and office holders may live anywhere within the jurisdiction.

**California Voting Rights Act (CVRA):** Passed in 2001, the CVRA expands on the federal Voting Rights Act, making it easier for minority groups in California to prove that their votes are being diluted in "at-large" elections. Certain cities that have never had minority representation or have a history of minority candidate suppression can be liable for damages and forced to change to district elections.

**Census Block:** The smallest level of census geography used by the Census Bureau to report census data. In urban areas, census blocks usually conform to city blocks, and in rural areas they are formed by other physical features and legal boundaries such as bodies of water and roads. Districting is based on census block-level data.

**Census Tract:** A small, relatively permanent statistical subdivision of a metropolitan statistical area or selected non-metropolitan county, delineated for the purpose of presenting decennial census data. Census tracts usually contain between 2,500 and 8,000 people. Census tracts may be split by any sub-county geographic entity.

**Citizen Voting Age Population (CVAP):** A variable collected by the American Community Survey that is used in Voting Rights Act assessments. The population that is 18 years and older and a citizen of the United States.

**Community of Interest:** Group of people with one or more specific common interests. For districting, communities of interest are defined geographically based on where people with common interests live.

**Compactness:** Compactness often refers to a district's shape and contours, focusing on how closely a district's borders resemble a circle or square. When a district has 'tentacles' or oddly shaped borders, it is often said to be non-compact.

**Contiguous OR Contiguity:** A contiguous district or is one in which all parts are geographically connected to each other in some way. Within a contiguous district, one may travel from any location to any other location without crossing the district boundary.

Some districts are “water-contiguous” which usually means that islands have to be connected to the mainland; others are contiguous via a bridge. Drawing contiguous districts is applying the criterion of ‘contiguity.’

**Cracking:** A term used in Voting Rights that describes splitting significantly sized racial or ethnic communities into multiple districts, rather than keeping them together. Cracking is a particular problem when the division prevents the community from electing a candidate of its choice because it constitutes too small a portion of the electorate in the multiple districts.

**Criteria for Districting:** Rules established in the law that the districting body must follow when drawing electoral district boundaries. For example, one criterion is that districts have reasonably equal populations.

**Deviation:** The difference between the total population of the district and the ideal population of the district.

**Districting:** The process of creating equally populated electoral districts by using various criteria (such as Communities of Interest). In districting, electoral districts are created "from scratch" in a jurisdiction (a city for example) that does not currently have districts. Jurisdictions that do not have districts have "at-large" elections. Jurisdiction with districts redraw or adjust them (usually) every ten years after the release of the new census data to equalize the populations again. That process is called redistricting.

**Equivalency File:** A GIS file that shows the relationship between two geographic units. In districting, this file usually lists each census block in the dataset and indicates which district each block belongs to. The collection of block assignments is read by GIS software and displayed as district lines.

**Geographic Information Systems (GIS) Software:** A computer program for capturing, storing, checking, integrating, manipulating, analyzing and displaying data related to positions on the Earth's surface. Examples of commonly used GIS software include Google Earth, ArcGIS, Mapitude and MapInfo.

**Ideal Population:** The total population for the jurisdiction as reported by the Census P.L 94-171 dataset divided by the number of districts. The ideal population is the number of people that each district should contain when the districting process is complete.

**Map layer(s):** GIS term for spatial/ geographic data files as they are displayed by GIS software. Map layers may display attribute data. The term 'map layer' is sometimes used interchangeably with 'spatial file' and 'GIS data file.'

**Packing:** A term used in Voting Rights that describes over-concentrating a significantly sized racial or ethnic community within one district when it could have been allocated between two or more districts in which it had the ability to elect a candidate of its choice. Packing is a

problem because over-concentrating a community in one district reduces or dilutes its ability to achieve fair representation in the legislative body in general.

**Racially polarized voting (RPV) or racial bloc voting or simply 'polarized voting':** Racially polarized voting occurs when voters of different races tend to vote for different candidates. For example, in an area where White voters tend to vote against the candidates for which Asian American voters cast their ballots, racially polarized voting is present.

**Reasonably Equal Population:** The districting criterion that implements the one-person, one-vote concept derived from the 14th Amendment to the US Constitution.

**Redistricting:** The constitutionally mandated redrawing of local, state, and federal political boundaries every ten years following the U.S. census. Redistricting is done to equalize the populations in the districts, using various criteria.

**Redistricting Data (P.L. 94-171) Summary File OR 'P.L. 94-171 Summary File':**

The official name of the file that contains data used for districting and redistricting. Creation of this file, using data collected through the Decennial Census was mandated by Public Law 94-171. The P194-171 file reports basic demographic data for all people in the U.S. and is released on the census block level.

**Section 2 (of the Voting Rights Act):** Section 2 of the Voting Rights Act (VRA) prohibits voting practices, policies, or procedures that have a discriminatory purpose or effect on racial or language minorities; this section applies nationwide and is a permanent provision of the VRA. To be in compliance with Section 2 of the VRA districts must provide voters with an equal opportunity to elect candidates of their choice.

**Total Deviation:** The sum of the combined deviations of all districts.

**Voting Age Population (VAP):** The number of people age 18 years or older.

**Voting Rights Act (VRA):** The Voting Rights Act (VRA or FVRA) was originally passed in 1965 to prohibit discrimination on the basis of race or color. It has been amended several times, and now also prohibits discrimination based on membership in certain language minority groups.



## **Frequently Asked Questions**

### **How can I get involved in the districting process?**

The districting process was designed to be as transparent and accessible as possible. You are invited to attend one or more of the City Council hearings to provide input in person. Please see below for more information. You can also provide input by phone or email. Please see below for contact information.

### **When and where are the hearings?**

The meeting schedule is as follows:

- Tuesday, January 21, 2020 at 5:30 pm
- Tuesday, February 4, 2020 at 5:30 pm
- Tuesday, March 3, 2020 at 5:30 pm
- Tuesday, March 17, 2020 at 5:30 pm

The meetings will be held at the City Council chambers of the City of Oroville at 1735 Montgomery St., Oroville, CA 95965.

### **How are the districts drawn?**

Generally, the following criteria are used to draw the council districts:

- Each district should contain nearly the same number of people;
- Boundaries shall be drawn in a manner that complies with the United States Constitution and the Federal Voting Rights Act;
- Council districts shall consist of contiguous territory in as compact form as practicable;
- Districts shall follow visible features and boundaries when possible;
- Council districts shall respect communities of interest as much as practicable. Communities of Interest generally refers to a contiguous population which shares common social and economic interests that should be included within a single district for purposes of fair and effective representation;

**In summary, this means the following:**

- We will use a mapping program to construct districts after public input has been received.
- Census data will be used to find out how many people live in each part of the city and ensure that each district contains roughly the same number of people.
- Census geography will be used to ensure that the districts are compact and contiguous.
- We will collect and utilize Community of Interest data from the residents of Oroville to use in the building of districts.
- We will not use political party affiliation for information in the drawing of districts.

**How many people should be in each district?**

As counted by the 2010 Census, the City of Oroville had a total population of 18,725. Because the decennial census is the only survey that counts everyone, we have to use those data to draw districts. There will be 6 council districts. To figure out the 'ideal population' for each council district, take the total population (18,725) and divide it by the number of districts, which equals ~3,121 persons for a set of 6 districts.

**Do we use the number of voters to draw districts?**

Districts are drawn using the total population as counted by the last census. Everyone who was counted, irrespective of age or other demographics has to be assigned to a district. Districts are not equalized using voters, registered voters or citizens.

**What happens at the public hearings?**

Hearings are designed to be as accessible and transparent as possible. Our districting consulting team will begin with a presentation to give an overview of the process and the criteria. The hearings will then provide an opportunity to allow for formal public input to be presented by attendees. The consultants will be able to show the area that the input focuses on using mapping software and a projector. The consultants will use the public input in constructing the draft maps.

### **What information do you need from me?**

One of the criteria to draw maps is called “Communities of Interest” or COI. Because there are no datasets available for Communities of Interest, we appreciate your help to define them for the City of Oroville. A COI is a group of people in a defined geographic location that share a common bond or interest. A Community of Interest is commonly defined as “a contiguous population which shares common social and economic interests that should be included within a single district for purposes of fair and effective representation.” Please tell us **what** defines your Community of Interest, **where** it is located and **why** it should stay together.

We have developed a handout that explains this in detail and provided a form to fill out along with a document that explains how to use free online software to make a map.

### **Why should I get involved in the districting process?**

We would like to hear from you so we can make informed decisions about where to draw district lines. Specifically, we need information about your neighborhoods and communities of interests. You are the expert who knows your communities and neighborhoods! If we know the geographic locations of the Communities of Interest in Oroville, we can consider them when drawing lines and we won’t inadvertently split them! Keeping communities together in the same district can help to get more responsive representation.

### **How can I stay informed?**

If you cannot join us at a meeting, you can remain updated by visiting the City’s website at: <http://www.cityoforoville.org/>

### **How do I get answers to additional questions?**

If you have more questions, we are available to answer them!

- You can attend the City Council hearings
- You can send mail to the City Clerk’s office:
  - City Clerk, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
- You can email your question to: [\*\*districting@CityofOroville.org\*\*](mailto:districting@CityofOroville.org)
- Or call us: 530-538-2535

### **What is the timeline?**

The districting process timeline is prescribed by the California Election Code. Section 10010(b) requires that 2 hearings, no more than 30 days apart, are held prior to the development of a draft map. Two additional hearings, no more than 45 days apart, are required after a proposed map has been drawn.

- Tuesday, January 21, 2020 at 5:30 pm
- Tuesday, February 4, 2020 at 5:30 pm
- Tuesday, March 3, 2020 at 5:30 pm
- Tuesday, March 17, 2020 at 5:30 pm

At a 5<sup>th</sup> hearing, which will be scheduled soon, the City Council can adopt the new district lines.

## Describe your Community of Interest (COI) below:

Please be sure to include **what** makes it a Community of Interest (e.g. shared culture, common neighborhood projects, etc.) **where** it is located (i.e. streets, creeks, freeways, or other places in the city make up the exterior boundaries of your COI) and **why** it should be kept together (e.g. easier to work with 1 council member). **A COI can be any size – large or small – and does not need to be the same size as a district. Often multiple COIs are included in one district!**

What is the mutual interest?

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Where is it located? **Please be as specific as possible – what streets, highways, rivers, etc., make up the boundaries of your COI?**

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Why should it be kept together?

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Date: \_\_\_\_\_ Name (optional): \_\_\_\_\_

Please **email** this completed form (or the information from this form) as soon as possible to: [districting@CityofOroville.org](mailto:districting@CityofOroville.org), or **mail it** to City Clerk, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965, or **drop it off** at any districting meeting/hearing. *Please submit your COI by February 14, 2020, to be considered for the draft map.* Thank you for participating! This process would not be possible without your knowledge of your community!

## **Understanding the term “Communities of Interest”**

Your input is needed to shape Oroville’s Council Districts!

### **What is a Community of Interest (COI)?**

A COI is a group of people in a defined geographic location that share a common bond or interest. The definition is broad, leaving communities a lot of discretion in determining which issues are important to them. The City of Oroville’s districting criteria define Community of Interest as “a contiguous population which shares common social and economic interests that should be included within a single district for purposes of fair and effective representation.”

Communities of Interest are best documented through oral or written input from individuals or groups with first-hand knowledge of them. Census and other outside data can lend support, but cannot replace personal knowledge of the community. That’s why we want to hear your feedback on your community; you know it best!

### **The 3 Steps to document your COI:**

Please answer the following questions:

#### **1. What is the nature of the bond or common interest of your community?**

Please describe what the common interests of your community are, and why or how they are important. For example:

- If your Community of Interest is built around a community center, then your testimony should include the name and location of the center and describe the community’s involvement in it or why it is important. You might say that the surrounding community accesses a variety of educational and recreational opportunities for children, adults and senior citizens at the center and that neighborhood meetings are held there.
- You may also identify a Community of Interest based on a shared culture or heritage of residents in a specific area. Please indicate why it is a common bond, e.g. “because of our shared history and language, we work together on cultural projects and this creates a sense of unity and understanding.”

## **2. Where is your community located?**

Tell us where the exterior boundaries of your COI are so we can locate it on a map. For example, write down landmarks, streets, bodies of water, or railroad tracks that indicate the location of the outside border of the community.

A map showing the location of the COI, along with oral or written testimony identifying the location, can be extremely helpful to locate the COI. A map can be created using free online programs such as Google Maps.

## **3. Why is it beneficial for your community to be kept together in a district?**

When you talk about your Community of Interest, consider explaining why it should be kept together in a district and why splitting it would be problematic. For example:

- A Community of Interest working on creating economic opportunities might note that redevelopment and job creation activities are more effective when residents in the respective area can work together with one, rather than multiple representatives.
- A small COI that is working to receive government support may find that it has lesser chances of receiving funding if split into two.




## **You've documented your COI: now what?**

Please get the information about your Community to us in one of the following ways:


- Attend one of the community meetings or city council hearings! You can provide the information to the City's consultants in person either verbally or by dropping off the information.
- Email the information to: [districting@CityofOroville.org](mailto:districting@CityofOroville.org)
- Mail it to: City Clerk, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965

Please submit your COI by February 14, 2020, so we can consider all Communities when creating a draft of the districts. Thank you for participating in this important project!

## How to Create a Community of Interest (COI) Map Using Google Maps

1. Open Google My Maps, <https://www.google.com/maps/d/>. Sign in to Google My Maps using the sign-in button in the top right corner of the map.
2. Click "Create a new map" or if you are editing an existing map, click "Open a map."
3. You may give your map a title and a description by clicking in the box where it says, "Untitled map." Click the "Save" button.
4. Start mapping by entering an address or intersection into the search box and zooming in your area of interest so that the entire area is visible on your monitor.
5. Select the "Draw a line" tool,  located at the top of the map below the search bar and select "Add line or shape."
6. Draw a border around your community by clicking and dropping points around the border.
7. To finish the border, click on your starting point. You will end up with a grey shape showing the area you have selected. Google My Maps will name it "Polygon 1" by default. Note: if you don't click on the first point and close the "polygon" Google My Maps will name it "Line 1" rather than "Polygon 1."
8. You may edit the area by deleting or moving the polygon or individual points. Use the "Select items" tool  and right click on the area to reactivate the polygon's points for editing. If you accidentally delete or move a point, or delete or move the polygon you can use "Ctrl Z" to restore it.
9. To move a point, click on it with the "Select items" tool to select it and then drag it to its new location. Note: a selected point will change from white to the color of your polygon area.
10. To delete a single point, click on it with the "Select items" tool to select it, then right click and select "Delete point." To delete the entire polygon right click on the polygon area with the "Select items" tool and click "Delete."
11. You may use the "Add marker"  tool to add place marks to your map in order to indicate locations of significance as well as, community assets in your COI. Click on the "Add marker" and then click the location on the map you want to mark.



12. Once finished, click the map menu button in the left panel  . Select, "Export to KML" then select the layer you created for your COI or if you have multiple points and areas on your map that you wish for the commission to see select, "Entire Map," click "Download," name the KML file and save it. Note: You can view your KML outside of Google My Maps in the free version of Google Earth.
13. Email your KML file to [districting@CityofOroville.org](mailto:districting@CityofOroville.org) or print and submit it in person at any community meeting. *Please submit your COI as soon as possible or before February 14, 2020*, so we can consider all COIs when creating the drafts of the districts. If your COI has a name, please include it as well as the names of streets; names of places; locations; and any landmarks that form the boundaries within the COI that are important to you. Consider including your contact information so we can reach out to you if we have questions. **THANK YOU FOR YOUR PARTICIPATION!**