



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Oroville, CA. 95965

**December 19, 2023**  
**REGULAR MEETING**  
**CLOSED SESSION 3:30 PM**  
**OPEN SESSION 4:30 PM**  
**AGENDA**

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### PUBLIC ACCESS AND PARTICIPATION

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

#### To Observe the Meeting:

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

#### To Provide Comment to the Council:

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

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

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## CALL TO ORDER / ROLL CALL

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

## **CLOSED SESSION**

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957.6, the Council will meet with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All Bargaining Units
2. Pursuant to Government Code section 54956.8, the Council will meet with Real Property Negotiators, City Administrator and City Attorney, regarding the following property: APN 012-035-005.
3. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney to consider the employment related to the following position: Assistant Police Chief.
4. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney to consider the annual evaluation of performance related to the following positions: All Department Heads.
5. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, and the City Attorney relating to existing litigation: City of Oroville v. Design Build, Inc., et al., Butte County Superior Court, Case No. 21CV03051.

## **OPEN SESSION**

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

## **PRESENTATIONS AND PROCLAMATIONS**

### **1. Presentation by Emily Swearingen and Jennifer Skinner on the National Fentanyl Crisis**

Emily Swearingen, Program Manager and Jennifer Skinner, Program Manager Supervisor in the Prevention Unit at Butte County Behavioral Health, will provide an update on the fentanyl crisis that the nation is facing.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

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

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

## **REPORTS / DISCUSSIONS**

1. Council Announcements and Reports
2. Administration Reports

# CONSENT CALENDAR

Consent calendar **Items 1 - 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. Recology Service Rate Increase for the Collection and Disposal of Solid Waste**

The Council will receive an update on the Recology service rate increase for the collection and disposal of solid waste that will become effective January 1, 2024.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

**2. Approval of Bid Proposal for City Hall Carpet Project**

The Council may consider accepting a bid proposal for City Hall carpet replacement.

ACTION REQUESTED -

APPROVE AND AWARD THE PROPOSAL FOR CARPET REPLACEMENT AT CITY HALL.

**3. Second Reading and Adoption of Safety Assessment Placards Ordinance**

Second reading and adoption of an ordinance that establishes a placard system to be utilized as a safety measure during disastrous events.

ACTION REQUESTED -

ADOPT THE ORDINANCE; AND

DIRECT THE ASSISTANT CITY CLERK TO PUBLISH THE ORDINANCE SUMMARY IN A NEWSPAPER OF GENERAL CITY CIRCULATION WITHIN FIFTEEN DAYS.

**4. MOU with California Office of Emergency Services for Supportive Services During and After Disaster Events**

In order to receive expedited assistance from CalOES in, during and after disaster events for facility safety inspections, the City must enter into an Memorandum of Understanding (MOU) with CalOES to ensure a supportive services are provided seamlessly, without delay or interruption.

ACTION REQUESTED -

AUTHORIZE MAYOR TO EXECUTE AN MOU WITH CALOES TO PROVIDE SUPPLEMENTAL INSPECTION SERVICES IN THE WAKE OF A DISASTER EVENT.

**5. Memorandum of Understanding with the County of Butte for Funding for Mission Esperanza Project**

The Council will consider approving a memorandum of understanding (MOU) with the County of Butte, to provide funding in support of the Mission Esperanza project.

ACTION REQUESTED -

AUTHORIZE THE CITY ADMINISTRATOR TO SIGN MOU.

**6. Revised 2024 City of Oroville Meeting Schedule**

The Council may consider adopting a revised meeting schedule for the 2024 year.

ACTION REQUESTED -

APPROVE THE REVISED CITY OF OROVILLE 2024 MEETING SCHEDULE

## **REGULAR BUSINESS**

**7. An Ordinance of the City Council of the City of Oroville Related to the Addition of Chapter 9 Section 6.08.102(A) a Dangerous or Vicious Animal Policy (First Reading)**

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

ACTION REQUESTED –

WAIVE THE FIRST READING AND INTRODUCE BY TITLE ONLY ORDINANCE NO. 1875 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADDING A DANGEROUS OR VICIOUS ANIMAL POLICY, AMENDING TITLE 6 TO INCLUDE CHAPTER 6.08.120(A) TO 6.08.129(D), DANGEROUS OR VICIOUS ANIMAL POLICY, FOR THE CITY OF OROVILLE; AND RETURN TO COUNCIL FOR SECOND READING AND CONDUCT A PUBLIC HEARING



**8. Authorization to Issue a Request for Proposals to Implement the Oroville Marketing Campaign**

The Council will consider authorizing the release of a Request for Proposal (RFP) for the next phase of promoting Oroville -- in 3 distinct areas: Business Recruitment, Tourism marketing, and building Community Pride.

ACTION REQUESTED -

AUTHORIZE STAFF TO ISSUE A REQUEST FOR PROPOSAL FOR BUSINESS RECRUITMENT, TOURISM, AND COMMUNITY PRIDE SERVICES FOR THE CITY OF OROVILLE.

**9. Presentation of Airport Update and Request to Modify Contract Between the City of Oroville and JenCo Aviation.**

Staff will provide an update as requested by Council, on the status of the airport for 2023 including timeline for upcoming projects, potential for growth opportunities and Jennifer Anderson, DBA JenCo Aviation, will provide an update on operations of the FBO at Oroville Airport. Additionally, Council is requested to approve changes to the contract between JenCo Aviation and the City of Oroville following a review of the contract by staff and City Attorney.

ACTION REQUESTED -

ACCEPT UPDATE FOR INFORMATION AND APPROVE THE CHANGES TO THE CONTRACT BETWEEN JENCO AVIATION AND THE CITY OF OROVILLE TO INCLUDE ALL UTILITIES AT FBO, THE STIPEND FOR THE FUEL TRUCK, AND COSTS ASSOCIATED WITH MAINTENANCE OF THE PORTION OF THE TRUCK THAT DISPENSES FUEL TO JET AIRCRAFT.

## **PUBLIC HEARINGS**

The Public Hearing Procedure is as follows:

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

## **10. Public Hearing – 5:30PM – Continued from December 5, 2023 Feather River Recreation and Park District Nexus Fee Study and Proposed Fee Increases**

The Council shall continue the public hearing which began at its December 5, 2023 Regular Council meeting with regard to consideration of adopting the Feather River Recreation and Park District Park Impact Fee Nexus Study along with an eight-year phased in approach to implement the new Park impact fees.

ACTION REQUESTED -

CONTINUE THE PUBLIC HEARING UNTIL MARCH 19, 2024.

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

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

## **FUTURE AGENDA ITEMS / CORRESPONDENCE**

1. Future Agenda Items
2. Correspondence

i. **Oroville Police Department November 2023 Report**

## **ADJOURN THE MEETING**

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on January 02, 2024 at 4:00 p.m.

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

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



## **CITY OF OROVILLE STAFF REPORT**

**TO: MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM: BRIAN RING, CITY ADMINISTRATOR**

**RE: RECOLOGY SERVICE RATE INCREASE FOR THE COLLECTION  
AND DISPOSAL OF SOLID WASTE**

**DATE: DECEMBER 19, 2023**

### **SUMMARY**

The Council will receive an update on the Recology service rate increase for the collection and disposal of solid waste that will become effective January 1, 2024

### **DISCUSSION**

The City entered into a Franchise Agreement (Agreement) with Recology in 1993, for collection and disposal of solid waste and recyclable materials generated by homes and businesses in the City limits. This agreement was extended in November of 2022 for fifteen (15) years and runs through December 31, 2037.

Section 18.2 of the Agreement specifies that the fees collected by Recology shall be indexed to the United States Consumer Price Index (CPI) for the Water, Sewer and Trash Collection Services Index (WST Index) and shall be adjusted annually to reflect the yearly changes, if any, in the cost of living as shown in the CPI.

The intent of this Staff Report is to inform the Council of a 4% rate increase based on the CPI for the WST Index, that will become effective January 1, 2024. Recology, the City's contractor for the collection and disposal of solid waste, has submitted this to the City pursuant to Section 18.3 of the Agreement for review

Section 18.3 of the Agreement stipulates that the maximum rate adjustment provided in the agreement shall take effect without the need for approval by the City Council or City Staff.

**FISCAL IMPACT**

No impact to the General Fund

**RECOMMENDATION**

For informational purposes only

**ATTACHMENTS**

Franchise Agreement,  
Letter from Recology regarding rates; and  
Recology Rate Increase Package for 2024.

## Consumer Price Index for All Urban Consumers (CPI-U) Original Data Value

**Series Id:** CUSR0000SEHG  
**Seasonally Adjusted**  
**Series Title:** Water and sewer and trash collection services in U.S.  
**Area:** U.S. city average  
**Item:** Water and sewer and trash collection services  
**Base Period:** DECEMBER 1997=100  
**Years:** 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2013	194.548	195.060	195.671	196.180	196.872	197.503	198.145	198.366	198.742	199.822	200.186
2014	201.127	201.736	202.363	202.930	203.260	203.791	205.073	205.900	206.330	207.704	208.734
2015	210.090	210.981	211.468	211.987	212.729	213.299	213.986	215.560	216.143	216.550	217.124
2016	218.191	218.681	219.417	220.319	221.497	221.680	221.530	222.383	223.102	223.631	224.493
2017	226.235	227.001	227.360	227.883	228.445	228.803	229.186	229.664	230.179	230.838	231.604
2018	232.771	233.609	234.041	234.873	235.894	236.642	237.301	238.261	238.605	239.276	241.862
2019	241.356	241.743	242.459	243.284	243.880	244.516	245.042	245.297	245.999	247.071	247.439
2020	248.556	249.465	250.234	250.541	251.117	251.672	252.483	253.648	254.318	255.077	255.747
2021	257.389	258.448	259.094	259.502	259.812	260.689	261.795	262.402	263.733	264.553	264.721
2022	267.762	269.175	269.520	270.379	271.159	272.243	273.188	274.523	276.684	277.156	278.018
2023	281.078	283.302	284.060	285.009	286.651	287.790	289.100	290.493	291.200	291.960	

2022	271.007
2023	285.614
Increase	14.607
Pct Incr	5.1%
Annual Cap	4.0%

<b>Dec</b>	<b>HALF1</b>	<b>HALF2</b>
200.661		
209.853		
217.742		
225.013		
232.042		
242.436		
247.762		
256.642		
265.570		
278.703		



30 November 2023

Brian Ring, City Administrator  
City of Oroville  
1735 Montgomery St.  
Oroville, Ca 95965

RE: 2024 Rate Application

Dear Brian,

Please accept this package as our application for a rate increase effective 1 January 2024. Based on the CPI for Oroville this year's application has a 4.0% increase.

As per our analysis based on the Water and Sewer Trash (WST), the calculated increase for this year is 5.1%. However, we acknowledge the terms outlined in our franchise agreement, which stipulates an annual cap of 4.0%.

We are more than willing to discuss the specifics of our application and provide any additional information or clarification that may be required. Our team is available at your convenience to address any questions or concerns you may have regarding the proposed rate increase.

I appreciate your time and consideration in reviewing our application. Your guidance and feedback on this matter are invaluable to us. I look forward to the opportunity to discuss this further and work together to ensure the continued provision of high-quality services to our community.

Respectfully,

A handwritten signature in blue ink that reads 'Marci Walton'.

Marci Walton  
General Manager

Cc: Scott Pardini  
Ken Willard

CITY OF OROVILLE  
RESOLUTION NO. 9108

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FRANCHISE AGREEMENT WITH RECOLOGY BUTTE COLUSA COUNTIES EXTENDING THE TERM OF THE FRANCHISE TO THE YEAR 2037 AND A 12% RATE INCREASE TO TAKE AFFECT ON JANUARY 1, 2023

(Agreement No. 3436)

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

1. The Mayor is hereby authorized and directed to execute the Franchise Agreement with Recology Butte Colusa Counties. A copy of the amendment, Exhibit B - SB 1383 Related Matters, and Rate Schedule is attached.
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 November 15, 2022 by the following vote:

AYES: Hatley, Smith, Pittman, Riggs, Goodson, Thomson, Reynolds

NOES: None

ABSTAIN: None

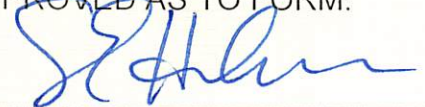
ABSENT: None




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Chuck Reynolds, Mayor

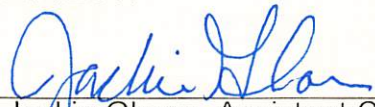
APPROVED AS TO FORM:




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Scott Huber, City Attorney

ATTEST:




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Jackie Glover, Assistant City Clerk



## SOLID WASTE, RECYCLABLES AND ORGANICS FRANCHISE AGREEMENT

This Solid Waste, Recyclables and Organics Franchise Agreement (“Agreement”) is entered into as of January 1, 2023, between the City of Oroville, a California municipal corporation (“City”), and Recology Butte Colusa Counties, a California corporation (“Contractor”).

### RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (“AB 939”), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste, Recyclables and Organic Waste handling within their jurisdictions;

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(1), the City Council of the City of Oroville (the “City Council”) has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified solid waste, Recyclables and Organic enterprise for the collection of solid waste, Recyclables and Organic Waste within City;

WHEREAS, Contractor has demonstrated the experience and qualifications to arrange with residents and businesses within City for the collection and safe transport of solid waste, Recyclables, and Organic Waste to the facilities designated herein;

WHEREAS, the City Council has determined that the public health, safety and well-being would be best served if Contractor were to be granted an exclusive franchise to provide solid waste, Recyclables and Organic Waste collection services within City;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

#### 1. DEFINITIONS.

“**Affiliate**” means, with respect to a specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person, where “control” means having the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“**Affiliated Facility**” means any facility owned or operated by Contractor or an Affiliate of Contractor.

“**Applicable Law**” means any and all applicable laws, statutes, codes, ordinances, rules, regulations, judgments, decrees, orders, decisions, permits, permit conditions, mitigation measures, and other requirements of any governmental entity, as in effect from time to time.

“**Bulky Waste**” means large items of Solid Waste, Recyclable Material and Organic Waste, such as appliances, furniture, trees, branches, stumps and other oversize wastes. Bulky Waste does not include waste that has been placed in a Container.

“**Bin**” means a metal Container with typical capacity of one (1) to six (6) cubic yards, with a hinged lid, with or without wheels, typically serviced by a front-loading Collection vehicle.

**“Cart”** means a Toter brand or equivalent plastic cart with 32-, 64- or 96-gallon capacity, with lid and wheels, colored black or grey for Solid Waste, blue for Recyclables, or green for Mixed Organics.

**“Commercial Business,”** means all hotels, motor courts, restaurants, offices or office buildings, stores, warehouses, factories, hospitals, assisted living facilities and all other premises used for functions other than dwelling houses.

**“Compost or Organic Waste”** has the same meaning as in 14 CCR Section 17896.2(a)(4), and means those materials that are processed in a controlled biological decomposition process, which are source separated from the municipal SOLID WASTE stream. Organic Waste includes food scraps, food soiled paper products, yard trimmings and wood materials and that do not contain hazardous waste.

**“Construction and Demolition (C&D) Debris”** includes waste building materials, packaging and rubble resulting from construction, remodeling, repair or demolition operations on pavements, houses, commercial and industrial buildings, and other structures and improvements. C&D excludes Excluded Waste.

**“Container” or “Containers”** means a Cart, Bin or Roll-Off Box.

**“Contamination”** means placing materials in a container that is labeled and intended for storage of another type of material. For example, placing metals or plastics in a container labeled “yard trimmings” constitutes “contamination”. Similarly, placing food scraps in a container labeled “Recyclable Materials” would contaminate Recyclable Materials.

**“Excluded Waste”** means hazardous substance, hazardous waste, infectious waste, designated waste (as defined in California Water Code Section 13173), volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that Contractor’s reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City’s, or Contractor’s reasonable opinion would present a risk to human health or the environment, cause a nuisance or otherwise create or expose City, or Contractor, to potential liability. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, electronic waste, and/or latex paint when such materials are defined as allowable materials for collection through the City’s collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its Designee for collection services.

**“Food Waste”** Source-Separated discarded organic material consisting of (i) kitchen or table food scraps; (ii) meat, fish, dairy, fruit, grain, or vegetable waste that is generated during or results from the storage, preparation, cooking, or handling of foodstuffs; or (iii) uncoated paper or cardboard of any grade that is soiled with food or liquid. Food Waste does not include bioplastics.

**“Franchise Area”** means the entire area within the municipal boundaries of the City of Oroville as of the Commencement Date, as the same may thereafter be changed by reason of annexation or de-annexation.

**“Governmental Fees”** means any and all fees, assessments, taxes, tariffs or other charges required to be paid to any governmental entity either by Contractor in the performance of this Agreement, or by any Affiliated Facility on the disposal, processing, transfer, transport or other handling of material collected by Contractor under this Agreement, provided in each case that Governmental Fees shall not include fines or penalties for violating Applicable Law.

**“Hazardous Waste”** means any material that is defined, regulated or listed as “hazardous,” “toxic,” a “pollutant,” or words of similar import under any Applicable Laws.

**“Maximum Rates”** means the maximum rates that Contractor is permitted to charge customers for providing services under this Agreement.

**“Mixed Organics” or “Compostables”** means Source-Separated discarded organic material consisting of any combination of Yard Waste and/or Food Waste. Mixed Organics is also used as a blanket term meaning Green Waste and/or Food Waste, either collectively or individually.

**“Multi-Family”** means a residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses. For the avoidance of doubt, Multi-Family Complex includes both single buildings with 5 or more dwelling units and individual buildings that are a part of a complex of buildings under common ownership that are billed collectively for service.

**“Person”** means any individual, corporation, partnership, joint venture, limited liability company, trust, governmental entity, or other legal entity.

**“Recyclables” or “Recyclable Materials”** means Source-Separated discarded materials that are reused, remanufactured, or processed. As of the date of this Agreement, “Recyclables” includes, but is not limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office/computer paper, magazines, junk mail, catalogs, brown paper bags, paperboard, paper egg cartons, telephone books, shoe boxes, cereal and other similar food boxes); chipboard; corrugated cardboard; glass containers; aluminum (including food/beverage containers and foil); scrap metal weighing less than ten (10) pounds (without cords or chains and fitting into the container); steel, tin or bi-metal cans; and plastic containers (numbers 1 to 7). Contractor may, with the approval of City (not to be unreasonably withheld), add or remove items from this list. Recyclables does not include Yard Waste, Food Waste, Mixed Organics, or C&D. To be considered Recyclables, paper, cardboard and other fiber items must be dry and not soiled with food or liquid.

**“Recycling”** means the process of collecting, sorting, cleansing, treating, and reconstituting discarded materials which meet the quality standards necessary to be re-used, remanufactured or processed. The Collection, transportation, or Disposal of SOLID WASTE not intended for, or capable of, reuse is not Recycling.

**“Rolloff Box”** means a metal Container with a typical capacity of twenty (20) to forty (40) cubic yards, without lid or wheels, typically serviced by a roll-off Collection vehicle

**“Single-Family”** means of, from, or pertaining to any residential premises with fewer than five (5) units.

**“Solid Waste” or “Municipal Solid Waste”** means putrescible and non-putrescible solid, semi-solid and liquid wastes, including trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid waste, and other discarded solid and semi-solid waste. Solid Waste does not include Excluded Waste or Recyclable Materials, Food Waste, Yard Waste, or Construction and Demolition Debris which have been Source-Separated for Collection. For the avoidance of doubt, Solid Waste includes materials that would be Recyclable Material, Food Waste, Yard Waste, or Construction and Demolition Debris, but for the fact that such materials have not been Source Separated.

**“Source Separated”** means materials, including commingled recyclable materials, that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling, composting, reuse, or other diversion from landfill.

**“WST Index”** means the Consumer Price Index, All Urban Consumers, Water and Sewer and Trash Collection Services. U.S. City Average, Seasonally Adjusted, Series ID: CUSR0000SEHG, published by the U.S. Department of Labor, Bureau of Labor Statistics. If this index is discontinued, it shall be replaced by the index that most closely resembles it over the ten (10) years before discontinuation.

**“Yard Waste”** means Source-Separated discarded organic material consisting of trees, branches, shrubs, grass, leaves, lawn clippings, prunings, weeds and other vegetative waste, provided that no item is longer than three feet (3') in its longest dimension or six inches (6") in diameter. Yard Waste does not include bricks, rocks, gravel, concrete, sod, large quantities of dirt, loose fruits and vegetables, stumps, palm fronds, oleander, or pet waste.

2. TERM

The term of this Agreement (the “Term”) shall commence on January 1, 2023 (the “Commencement Date”) and continue for a period of fifteen (15) years, through December 31, 2037, unless extended or earlier terminated as provided herein. Effective as of January 1, 2034 and each January 1 thereafter, the Term shall automatically and without any further action by either party be extended for one (1) additional year, unless either party has provided written notice to the other on or before such January 1 date that it does not wish the Term to be so extended. For example, if the first such notice is given in July 2036, then the Term would continue until December 31, 2039, unless earlier terminated as provided herein. For the avoidance of doubt, this Agreement shall become a contractually binding obligation of each party upon its execution by both parties. The parties intend for the Solid Waste Collection and Disposal Franchise Agreement between City and Contractor dated July 6, 1993, as amended, (the “Prior Agreement”) to remain in effect and govern the rights and obligations of the parties through midnight on December 31, 2022, at which time the Prior Agreement shall be deemed to have been terminated by mutual agreement of the parties.

3. EXCLUSIVITY OF FRANCHISE

3.1 Grant of Exclusive Franchise. City hereby grants to Contractor the exclusive franchise, right and privilege to collect, transport and remove all Solid Waste, Recyclables, Yard Waste, Food Waste, Mixed Organics and Construction & Demolition Debris generated or

accumulated within the Franchise Area. The extent of this grant of shall be subject to any limitations imposed by Applicable Law, and to Section 3.2.

3.2 Exceptions to Exclusivity. The exclusive franchise, right and privilege set forth in Section 3.1 shall not apply to the collection, transport and removal of the following categories of materials, provided that such collection, transport and removal (including the destinations to which the materials are delivered) are performed in accordance with applicable City ordinances and other Applicable Law:

(a) Solid Waste, Recyclable Material, Yard Waste and/or C&D waste generated at a premises that is transported personally by the owner or occupant of such premises (or by his or her full-time employees) to an appropriate and fully permitted Recycling, Composting or disposal facility.

(b) Recyclables generated by a Person and sold by such person to a buyer in a bona fide purchase and sale transaction, where the generator receives net positive consideration from the buyer in respect of such Recyclables, taking into account all consideration received and/or paid by the generator in respect of such Recyclables, including hauling fees, rental charges, logistics fees, discounts, etc.

(c) Construction & Demolition Debris generated by a construction or demolition contractor that is removed by such contractor, using the contractor's own vehicles and employees, as an incidental part of the overall service provided by such contractor, rather than as a hauling service.

(d) YardWaste generated by a gardening, landscaping or tree trimming contractor that is removed by such contractor, using the contractor's own vehicles and employees, as an incidental part of the overall service provided by such contractor, rather than as a hauling service.

(e) Items such as appliances, furniture, mattresses, or electronics removed from a premises by a vendor of such items, using the vendor's own vehicles and employees, as an incidental part of the service of delivering a replacement item purchased from such vendor to such premises, rather than as a hauling service.

3.3 Right to Collect Excluded Waste. Contractor shall have the non-exclusive right under this franchise, but is not obligated to, collect, transport and dispose of Excluded Waste generated or accumulated within City. To the extent Contractor exercises such right, the terms and conditions (including rates) for such services shall be as mutually agreed by Contractor and each customer.

#### 4. BASIC COLLECTION SERVICES

4.1 General. Contractor shall offer three (3) Container Solid Waste, Recyclable Materials, and Mixed Organics service set forth herein to all Single-Family, Multi-Family and Commercial premises within the Service Area. All recurring services shall be provided on a subscription basis and Contractor and City acknowledge that all property owners within the Service Area are required to subscribe to service pursuant to City Ordinance No. 1861, at rates not exceeding the Maximum Rates set forth on Exhibit A. The available Container types and sizes, and the available frequencies of collection, shall be as set forth on Exhibit A. Unless a customer has been granted a waiver by City, all customers are required to participate in the City of Oroville's

3 container system for Solid Waste, Recyclables and Mixed Organics service. Contractor shall offer C&D collection services set forth herein to all Single-Family, Multi-Family and Commercial premises within the Service Area on an on-call basis.

4.2 Collection Frequency. Contractor shall collect Solid Waste and Mixed Organics from Single-Family customers on a weekly basis and Recyclables from Single-Family customers on a bi-weekly basis. Contractor shall collect Solid Waste and Recyclables from Multi-Family and Commercial customers on the frequency subscribed for by the customer, but no less than once per week. Contractor shall collect Mixed Organics from Multi-family and commercial customer on a weekly basis.

## 5. MANNER OF COLLECTION

5.1 Orderly Collection. In making collections, Contractor shall avoid crossing private or public planted areas and climbing or jumping over hedges and fences. After removing waste from any Cart or Bin, Contractor shall return the Container to its designated position with its cover on. Contractor shall close all gates opened by it while making collections.

5.2 Litter & Spills. Contractor shall not litter any private or public property in making collections of waste, nor shall it allow any fluid, leachate or waste to spill, leak or fall from collection vehicles. If in spite of normal precautions, fluid, leachate or waste spills, leaks or falls on any premises or public property, Contractor shall promptly clean up the same. Clean-up of hydraulic fluid, motor oil, or similar fluids means application of absorbents to mitigate the effects of the fluid, and does not include removing any stain that may remain after such absorbents have been applied.

## 6. COLLECTION DAYS AND HOURS

6.1 Collection Hours. Contractor's collections shall not start before 6:00 AM in any residential area or 5:00 AM in any non-residential area, or continue after 6:00 PM, unless such later collection is necessitated by emergency or other special circumstances. Contractor's personnel shall make collections as quietly as reasonably possible.

6.2 Holiday Collection. If a customer's regularly scheduled collection day falls on Thanksgiving Day, Christmas Day, New Year's Day, or any other legal holiday, Contractor may provide collection service to such customer on the work day next following such holiday. If Contractor elects to adjust its collection schedule as stipulated herein, all subsequent collection days during that holiday week may be moved back one (1) day in the discretion of Contractor, after Contractor has provided prior written notice to the affected customers.

6.3 Schedule Changes. Before any change to Single-Family customers' regular collection day, Contractor shall give the affected customers at least one (1) week's prior written notice of the change.

## 7. SETOUT REQUIREMENTS

7.1 General. Contractor may refuse to collect a Container for any of the following reasons: (i) setout not in compliance with the City Code; (ii) setout in improper location (see

Section 7.4); (iii) Container overweight or lid not fully closed; or (iv) Contractor has reason to believe the Container contains Excluded Waste.

7.2 Non-Collection Notice. When a Container is not collected for any of the above reasons, Contractor shall leave a tag attached to the Container (if accessible to Contractor) clearly identifying the reason for non-collection. If, after Contractor has placed a non-collection tag, the customer requests that Contractor return to collect the Container (properly set-out, and with any Contamination removed), then Contractor shall collect such Container within one (1) business day of the customer's request, and shall be entitled to charge the customer the "go-back" service fee referred to in Exhibit A.

7.3 Contamination. A Solid Waste, Recyclable Material or Mixed Organics Container shall be deemed contaminated if by visual or video inspection it appears to contain at least the following percentage of Contamination by weight or volume: Recyclables fifteen percent (15%), Mixed Organics three percent (3%). Contractor shall take the following steps for contaminated Containers:

(a) 1<sup>st</sup> occurrence: Contractor shall collect the contaminated Container and notify the customer of the Contamination problem. The notice (which may be a tag affixed to the Container) shall include instructions for proper sorting and warn the customer that they may be subject to contamination fees and/or other measures if they do not correct the problem.

(b) 2<sup>nd</sup> occurrence: Contractor shall collect the contaminated Container and notify the customer of the Contamination problem, and may charge the customer a contamination fee as forth in Exhibit A. The notice (which may be a tag affixed to the Container) shall include instructions for proper sorting and warn the customer that they may be subject to contamination fees and/or other measures if they do not correct the problem.

(c) 3<sup>rd</sup> & subsequent occurrence: Contractor may either (i) refuse to collect the contaminated Container, (ii) collect the contaminated Container and charge the customer a contamination fee as set forth in Exhibit A, or (iii) for Commercial and Multi-Family customers, collect the contaminated Container as Solid Waste and charge the customer the then-applicable extra pick-up fee as set forth in Exhibit A. Additionally or alternatively, Contractor may, after notifying the customer, remove some or all of the customer's Recyclables/Mixed Organics Container(s) and discontinue providing the customer Recyclables/Mixed Organics service for up to 1 year. After 1 year, or a shorter period if appropriate, the customer may request Contractor to reinstate the discontinued service, and if Contractor does so Contractor may charge the service restart container redelivery fee as specified in Exhibit A. In each case, Contractor shall notify the customer (which may be through a tag affixed to the Container) of the reason for the action.

(d) Counting occurrences: Occurrences after the 1<sup>st</sup> occurrence shall be counted as subsequent occurrences only if they occur within 12 months of the 1<sup>st</sup>. If 12 months have passed since the last occurrence, the next occurrence shall be the 1<sup>st</sup> occurrence. Occurrences for Recyclables shall be counted separately from those for Mixed Organics.

7.4 Container Accessibility. Contractor shall not be required to collect Carts from any location other than curbside (i.e. within three feet (3') of the curb or paved roadway). Contractor shall not be required to collect Bins or Drop Boxes from any location other than the location mutually agreed by Contractor and the customer. If Contractor is required to move a Cart or Bin more than ten feet (10') in order to service it, Contractor may charge a distance charge at the rate set forth on Exhibit A. Contractor shall only be required to collect a Container if access thereto is

safe and unobstructed, unless the customer has subscribed for lock service at the rate set forth on Exhibit A.

7.5 Roads. Contractor shall only be required to provide collection service to customers on City-maintained roads, and (if the property owner signs a reasonable road damage liability waiver) on non-City maintained private roads that do not present a risk of injury or damage to persons or property.

7.6 Free On-Premises Service. Contractor shall at no additional charge collect Carts from the side yard or back yard of a Single-Family premises, if all adults residing at the premises have disabilities that prevent them from setting out their carts at the curb. To receive this free service, the customer must apply to Contractor at least two (2) weeks in advance and submit such documentation as Contractor may reasonably request confirming their eligibility. Contractor may require customers to reconfirm their eligibility periodically, but no more frequently than annually.

## 8. CUSTOMER SERVICE

8.1 Local Office. Contractor shall maintain its principal office for rendering services under this Agreement in the City and shall keep this office open during regular business hours on regular collection days, at which customers may contact Contractor. This office shall be staffed by competent personnel who shall have the authority to represent Contractor in its relations with the public. Contractor shall maintain sufficient personnel and call capacity to receive and answer the normal volume of telephone calls courteously, quickly and expeditiously.

8.2 Service Complaints. Customers may submit complaints to Contractor by mail, email, telephone or in person. If City receives any complaints about Contractor's services, City shall refer such complaints to Contractor. Contractor shall use commercially reasonable efforts to resolve all complaints by the close of business of the second (2<sup>nd</sup>) business day after the date the complaint is received. Service complaints may be investigated by the City Manager or his/her designee if a resolution satisfactory to the complainant and the Contractor is not reached, and the complainant refers the matter to the City Manager or his/her designee for review.

8.3 Complaint Records. Contractor shall maintain records listing the date of all customer complaints received, the name and address of the customer, the nature of the complaint, and when and what action was taken by the Contractor to resolve the complaint. All such records shall be maintained for at least twenty-four (24) months. Contractor shall provide complaint records to City upon request.

## 9. VOUCHER PROGRAM

Contractor shall provide two vouchers per year to Single Family and Multi-Family customers at no charge that are redeemable at the Oroville Transfer Station to be utilized by residents to dispose of Solid Waste. Proof of residency shall be required and restrictions on the types and volume of material to be disposed of using the vouchers shall be determined by Contractor and included on the terms of the voucher provided to residents. The customer shall be responsible for any disposal charges for material in excess of the type and amount permitted under the terms of the voucher.



## 10. Compliance Plan

10.1 On or before September 30, 2023 and each September 30 thereafter, Contractor, at its own expense, must prepare and submit an annual (Calendar Year) Compliance Plan ("Plan"), which will guide Contractor's work efforts. This Plan will include measures to meet diversion targets, increase diversion, and increase participation of Service Recipients in Recycling and Organic Waste programs, and should target certain materials or "problem" areas, including Recycling and Mixed Organics sorting and Contamination, within Contractor's Service Area where improvements can be maximized. Planned outreach and education services, and outreach materials should be included as part of the Plan and updated annually. Targets of outreach should be based on local Solid Waste trends from data obtained by both the City and Contractor, and other reputable sources. Contractor will maintain current and state-of-the-art public outreach and education services throughout the term of this Agreement by providing outreach materials to Service Recipients electronically (via email and social media) in addition to print. Contractor must submit first year draft Plan to the City by June 30, 2023. City will review and provide revisions to draft Plan within thirty (30) days of receipt. Contractor must revise and submit final Plan to City by September 30, 2023. The Compliance Plan must include the following:

10.2 City-specific website. Contractor shall maintain a City-specific website that fully explains the Contractor's Collection Services and Service Rates, the diversion options available, and allows Service Recipients to submit service changes, inquiries, complaints, or queries. The website must describe and promote the use of the available Recyclable Materials and Organic Waste services in the City. Contractor's local website must provide information specific to the City's programs. Contractor will ensure that information provided on the website is maintained and up to date. Content will include proper container set out, educational materials, newsletters, and program descriptions. Contractor's website shall include all information set forth in 14 CCR Division 7, Chapter 3, Article 4, Section 18985.1 (a), including the list of edible food recovery services.

10.3 Available Services Notice and Information. At least annually Contractor must publish and distribute (by mail or electronically) a notice to all Service Recipients regarding the full range of services offered by Contractor and City. The notice must contain at a minimum (i) clear descriptions of the materials to be Collected, (ii) procedures for setting out materials, (iii) the days when Garbage Collection Services and Organic Waste Collection Services will be provided, (iv) Contractor's local customer service phone number, (v) instructions on the proper filling of Containers, (vi) instructions as to what materials may or may not be placed in Recyclable Materials or Organic Waste Containers, (vii) how to select container sizes to maximize diversion, (viii) participation in Recycling and Organic Waste programs, (ix) the charges for Overage and Contamination in the event of non-compliance, (x) the availability of on-premises Collection Services, including the availability of no-charge on-premises Collection Services for qualified persons, (xi) Large Items Collection Services; and other services described in this Agreement at the direction of the City. The notice must be provided in English, and Spanish, and must be distributed by Contractor no later than October 1 of each year. The Notice shall include the information described in 14 CCR Division 7, Chapter 3, Article 4, Section 18985.1 (a).

10.4 Contractor must implement public education and outreach in conformance with applicable laws (e.g., SB 1383, AB 1826, AB 827, AB 939, AB 341, AB 1594, etc.) and in coordination with the City. Contractor shall attend public events and host booths to promote education and awareness. Contractor will work with City to identify which special events will be attended. Contractor, together with City, shall work with local media to ensure information on new programs, events, Recycling, Organic Waste Mixed Organics etc. is communicated to the community.

Contractor shall use a variety of options such as local paper, news, websites, Homeowners Associations, schools and civic groups to distribute information and education about City Solid Waste programs, and events. Contractor shall distribute educational material to Service Recipients a minimum of once a quarter by mail or electronically. These materials should include tips on Recycling properly, use of Organic Waste Mixed Organics containers, Composting, battery and electronics education, prevention of Contamination issues, proper Container placement, resource information, and Household Hazardous Waste education.

#### 11. CITY SERVICES

Contractor shall provide services to City-owned facilities on a subscription basis at rates not exceeding the then-applicable Maximum Rates for such services, provided, however, that Contractor shall provide City an annual credit to offset the cost of such services. The annual credit shall be in the annual amount of seventy-five thousand dollars (\$75,000) for calendar year 2022. On January 1, 2023, and each January 1 thereafter, the annual amount of the credit shall be adjusted by the annual percentage change in the WST Index, calculated as provided in Section 17.2. Unused credit amounts shall not carry over to subsequent years.

#### 12. SB 1383 RELATED MATTERS

Contractor shall provide the services identified in Exhibit B to support City's implementation of the Short-lived Climate Pollutants (SLCP): Organic Waste Reductions regulations adopted by the California Department of Resources Recycling and Recovery pursuant to SB 1383.

#### 13. FACILITIES TO BE USED

Contractor shall initially deliver all material collected hereunder as Solid Waste to the Recology Ostrom Road Landfill, located at 5900 Ostrom Road, Wheatland, CA, all material collected hereunder as Recyclables to the Recology Yuba-Sutter Materials Recovery Facility located at 3001 North Levee Road, Marysville, CA all material collected hereunder as Green Waste, Food Waste or Mixed Organics to the Recology Ostrom Organics composting facility located at 5900 Ostrom Road, Wheatland, CA, and all material collected hereunder as C&D to one or more C&D processing facilities selected by Contractor. Contractor may use the Recology Butte Colusa Counties Transfer Station located at 2720 South Fifth Avenue, Oroville, CA, or any other transfer station, to affect such deliveries. Contractor shall pay each such facility the then-applicable tip fee for disposal, processing, or transfer (as the case may be) of such material. Contractor may at its option elect to deliver Solid Waste, Recyclables, Green Waste, Food Waste and/or Mixed Organics to any other facility.

#### 14. COLLECTION EQUIPMENT

14.1 Vehicles. Contractor shall provide a sufficient number of vehicles to provide the collection services it is required to provide under this Agreement. All vehicles used by Contractor under this Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. The "Recology" name and Contractor's telephone and vehicle numbers shall be visibly displayed on its vehicles. Loads shall be kept completely covered at all times except when material is being loaded or unloaded, or when vehicles are empty or in the process of collection. The noise level generated

by collection vehicles during the stationary compaction process shall be such that it does not unreasonably interfere with the quiet enjoyment of nearby properties.

14.2 Containers. The Maximum Rates set forth on Exhibit A for Cart, Bin and Roll Off Box service include provision of one (1) Container of the size subscribed for by the customer, at no additional charge to the customer. The customer may order additional Containers at a rate not exceeding the Maximum Rate set forth on Exhibit A (i.e. the Additional Cart rate for Single-Family customers, or the standard rate for the Container for Commercial/Multi-Family customers). Contractor shall only be required to collect waste from Contractor-provided Containers, but may elect to service customer-owned Containers. By October 1, 2021, Contractor shall ensure that each Single-Family customer has at least three (3) Carts, one (1) each for Solid Waste, Recyclables and Mixed Organics. Containers damaged or destroyed by the carelessness of the customer are the responsibility of the customer. Containers that wear out through ordinary use or are damaged during collection operations shall be replaced by Contractor.

14.3 Equipment List. Not more than once per year, upon City's request, Contractor shall provide City a written list of (i) all vehicles being used by Contractor within the Franchise Area, including type, make, model, age, and mileage, and (ii) the number and types of Containers being used by Contractor within the Franchise Area. Contractor's vehicles used under this Agreement shall be subject to inspection by City on a semi-annual basis but shall not be subject to any permit fees therefor.

## 15. BILLING AND PAYMENT

15.1 Billing For Services. Contractor shall bill all customers in the Franchise Area for services provided pursuant to this Agreement at rates not exceeding the Maximum Rates set forth on Exhibit A, as adjusted from time to time in accordance with this Agreement. Contractor shall provide itemized bills, distinctly showing charges for all classifications of services provided to the customer, including charges for late payments, where applicable.

15.2 Frequency. Customers may be billed monthly or quarterly and in advance or in arrears. If a customer not previously receiving collection service initiates service, the charges for collection service for the period between the commencement of service and the end of the then-applicable billing period may be added to the next billing period.

15.3 Delinquent Accounts. Accounts shall be considered delinquent if not paid in full within thirty (30) days of the invoice date. Contractor may charge customers with delinquent accounts a late fee of \$15.00, as well as interest of one and one half percent (1.5%) per month (compounded annually) from the time the account became delinquent. Contractor may stop service to delinquent accounts and may use the City's lien process, a collection agency, or any other legal method to collect from delinquent accounts. If Contractor submits the delinquent account to City for liening, Contractor may charge the customer an additional late fee of \$50.00.

15.4 Lien Procedure. On or before January 31 of each year, Contractor shall provide City with a listing of all delinquent accounts in the Franchise Area, together with a formal request for reimbursement of same. Such listing shall be in a form approved by City. The amount of a delinquent bill includes all late fees and interest. On the first Monday in March of each year, City shall, with respect to each then-delinquent bill, place a lien on the lot or parcel of land to which Contractor's services were rendered, providing for payment in full of the delinquent bill through the property tax rolls, and shall record such lien with the county recorder. To the extent City receives any payment from the customer or county with respect to the delinquent bill, City shall

remit such amounts to Contractor within thirty (30) days. This section shall survive the expiration or earlier termination of this Agreement until such time as Contractor has been reimbursed in full for all delinquent bills.

15.5 Vacation Holds. Upon customer request at least two (2) weeks in advance, Contractor shall place a "vacation hold" on the customer's account, for a period no less than one (1) week in length. Contractor shall suspend recurring weekly services to the customer during the "vacation hold" period, and shall credit the customer's account for the suspended service (typically  $\frac{1}{4}$  of the monthly charge for weekly collection). Each customer may utilize the "vacation hold" service for a combined period of up to four (4) weeks each calendar year.

## 16. FRANCHISE FEES

16.1 General. As consideration for the exclusive collection franchise granted hereunder, Contractor shall pay to City a franchise fee (the "Franchise Fee"). The Franchise Fee shall initially be ten percent (10%) and shall be calculated as one-eleventh (1/11th) of Contractor's Gross Revenue. The Franchise Fee shall be due and payable quarterly within forty-five (45) days following the end of each quarter, with the first payment being due February 14, 2022 for the 4<sup>th</sup> quarter of 2021.

16.2 Gross Revenue. "Gross Revenue" means all amounts collected from customers for the provision of services pursuant to this Agreement, net of (a) sales, excise or other taxes required to be collected from customers and paid to a governmental agency in connection with the provision of such services, if accompanied by a tax return or similar statement evidencing the amount of such taxes, and (b) any refunds to customers. Gross Revenue does not include (i) revenues generated from the sale of Recyclables, (ii) revenue from late fees or similar finance charges charged to customers, or (iii) amounts received from governmental authorities with respect to the services provided under this Agreement (such as curbside payments or grants), except in the governmental authority's capacity as a customer hereunder.

16.3 Changes. City may modify the Franchise Fee from time to time provided that (i) the modification takes effect on July 1, at the same time as the annual rate adjustment, (ii) City gives Contractor at least ninety (90) days prior written notice of the Franchise Fee modification, and (iii) Maximum Rates are adjusted commensurately, concurrently with the effective date of the modified Franchise Fee, so as to pass through the Franchise Fee modification. Contractor shall not be required to pay the modified Franchise Fee unless and until all the foregoing steps have been taken.

16.4 Audit. No more than once every five (5) years, City may elect to have an audit of Contractor's Franchise Fee payments conducted at City's expense by an independent certified public accountant selected by City. Each such audit shall evaluate whether Franchise Fees have been correctly calculated and paid to City during the preceding five (5) years. If the audit shows an underpayment, Contractor will pay the shortfall within thirty (30) days. If the audit shows an underpayment of more than three percent (3%), Contractor shall reimburse the cost of the audit, up to a maximum of \$10,000. If the audit shows an overpayment, Contractor may deduct the overpayment from future Franchise Fee payments to City.

## 17. HOST FEE

Contractor shall pay to City a host fee (the "Host Fee") of ten percent (10%) of the gate fees paid to Contractor by third parties unaffiliated with Contractor for disposal of Solid Waste at

the Oroville Transfer Station (the "Third Party Gate Fees"). The Host Fee shall be calculated as one-tenth (1/10th) of the Third Party Gate Fees and shall be paid to the City on a quarterly basis consistent with the payment of the Franchise Fee. As of the date of this Agreement, the parties are unaware of any other obligation by Contractor to pay a fee to City as consideration for the operation of the Oroville Transfer Station. In the event that after the date of this Agreement the parties become aware of any such obligation other than what is described in this Section 17, the Host Fee shall be automatically reduced without any action of the parties by the amount of such other fee or fees.

## 18. RATES

18.1 General. Contractor shall be entitled to set rates for all services provided pursuant to this Agreement, provided that such rates do not exceed the Maximum Rates set forth on Exhibit A, as adjusted from time to time in accordance with this Agreement. Any reference in this Agreement to Maximum Rates or Exhibit A shall be deemed to refer to Maximum Rates or Exhibit A as so adjusted. As of the Commencement Date, the Maximum Rates shall be as set forth on Exhibit A.

18.2 Annual Index Adjustment. Effective January 1, 2024 and each January 1 thereafter, the Service Cost component of each Maximum Rate shall be adjusted by the year-over-year percentage increase (if any) in the WST Index. The year-over-year percentage increase in the WST Index shall be calculated by comparing the average value of the WST Index over the 12 months ending on the October 31 immediately prior to the January 1 adjustment date, to the average value of the WST Index over the 12 months preceding such period. If such calculation yields a negative value, the year-over-year percentage change in the WST Index shall be deemed to be zero, and there shall be no adjustment under this section for the year in question. By the November 30 immediately prior to the January 1 adjustment date, Contractor shall submit to City, for City's confirmation, Contractor's calculation of the WST index adjustment, the supporting index data, and the resulting Maximum Rates. Notwithstanding the foregoing, the adjustment to the Service Cost component made pursuant to this Section 18.2 shall not exceed 4.0% for the adjustments to become effective January 1, 2024 and January 1, 2025 only. For the avoidance of doubt, the foregoing cap on the annual index adjustment shall not apply to the rate adjustment to become effective January 1, 2026 or any subsequent rate adjustments.

18.3 City Confirmation. Maximum Rate adjustments in accordance with Section 17.2 shall take effect automatically, without the need for approval by the City Council or City staff. Nevertheless, City staff shall conduct an administrative review of the information submitted by Contractor under Section 17.2 to confirm whether Contractor's calculations are accurate. If City staff determine that there is an inaccuracy, they shall notify Contractor in writing of the same with fifteen (15) days after Contractor's submission. Thereafter, the parties shall cooperate in good faith to resolve and if necessary, correct the inaccuracy.

### 18.4 Extraordinary Adjustments.

(a) If, after the date of execution of this Agreement, there occurs any change in (i) Applicable Law, (ii) Governmental Fees, (iii) the boundaries of the Franchise Area, (iv) the number of Generators (but only if it is an increase that causes Contractor to incur additional capital expenditures, such as a new route to accommodate growth), (v) the facilities available to Contractor, or (vi) any other material change (each, an "Eligible Event"), and such Eligible Event results in an increase in Contractor's costs of performing its obligations under this Agreement or

a decrease in Contractor's revenues from this Agreement, then Contractor may apply to the City for an extraordinary adjustment to Maximum Rates.

(b) A change in the facilities available to Contractor (item (v) above) shall be deemed to occur if a facility being used by Contractor ceases or suspends operation (e.g. due to closure, destruction, or damage), becomes unable to accept the material delivered by Contractor, or (in the case of third party facilities) refuses to accept such material, provided, however, that in the case of C&D processing facilities, such an event will be deemed in a change in the facilities available to Contractor only if no other C&D processing facility is available to Contractor within fifty (50) miles of City.

(c) An increase in an Affiliated Facility's cost of disposal, processing, transfer, transport or other handling of material collected by Contractor under this Agreement shall be deemed to be an increase in Contractor's costs of performing its obligations under this Agreement. Increased costs of a general of facility-wide nature (e.g. capital improvements required by new laws, or a Governmental Fee imposed on the facility as a whole rather than on a per-ton basis) shall be allocated to City on a pro rata basis.

(d) Contractor's application for an extraordinary adjustment shall be in writing and shall contain a written explanation of the Eligible Event, the increase or decrease in Contractor's costs or revenues resulting from the Eligible Event, and the adjustment in Maximum Rates that Contractor proposes to offset the effect of the Eligible Event. Contractor shall provide such additional information as City may reasonably request in order to evaluate Contractor's application.

(e) If Contractor provides substantial evidence that (i) an Eligible Event has occurred or will occur, (ii) the Eligible Event increased Contractor's costs of or decreased Contractor's revenues from this Agreement, and (iii) the amount of any increased costs (and if applicable the method of allocating them to City) is reasonable, then Contractor shall be entitled to an increase in Maximum Rates in an amount sufficient to cover Contractor's increased costs (plus a profit margin calculated by dividing the increased costs by an operating ratio of 0.89) or decreased revenues resulting from the Eligible Event, whether incurred before or after submission of Contractor's application or implementation of the extraordinary adjustment.

(f) City shall use its best efforts to ensure that Maximum Rates are so increased within sixty (60) days after Contractor submits its application. If City fails to do so, then the adjustment shall be increased to account for the shortfall in revenues resulting from the delay, plus interest on the shortfall at the then-applicable Wall Street Journal Prime Rate plus two percent (2%).

18.5 Changes in Scope. If City wishes Contractor to change its services under this Agreement (including changes to enable City to comply with changes in Applicable Law), or to provide new services, then City shall notify Contractor in writing, and the parties shall negotiate in good faith for a period of sixty (60) days the terms of such new or changed services and the compensation payable to Contractor with respect to such new or changed services. Contractor shall not be required to begin providing such new or changed services until the City Council has

adopted Maximum Rates mutually agreed by City and Contractor to compensate Contractor for such new changed services, and such Maximum Rates have taken effect.

18.6 Calculations. All changes in Maximum Rates shall be rounded to the nearest cent (\$.01) and all percentages shall be rounded to the nearest one-tenth of one percent.

## 19. RECORDS & INSPECTION

19.1 Service Records. Contractor shall maintain all records generated by it in the ordinary course of business relating to the services provided hereunder, including customer lists, billing records, route maps, service records, financial records, operating statistics, and customer complaints. Such records shall be kept for at least five (5) years from the date of generation of each record, except that customer complaints need only be maintained for twenty-four (24) months as provided in Section 8.3.

19.2 Inspection. The City or its agent shall have the right, upon ten (10) business days' prior written notice, to inspect all such records that reasonably relate to this Agreement, for the purpose of verifying Contractor's compliance with this Agreement. Such records shall be made available to City for inspection at Contractor's regular place of business during Contractor's regular business hours.

19.3 Confidentiality. To the maximum extent permitted by Applicable Law, and subject to Section 19, City shall treat as confidential and not disclose all information made available by Contractor pursuant to Section 18.2, and all other information provided by Contractor to City that is marked "confidential" or "proprietary." City shall not use any such information except for purposes of verifying Contractor's compliance with this Agreement or performing City's obligations under this Agreement.

19.4 Customer Lists. At City's request upon reasonable prior notice, Contractor shall provide City the names of all customers of Contractor within the Franchise Area, the customer's address, the types of service provided to that customer, the number and type of Containers provided to such customer, and whether the customer is delinquent in payments.

## 20. PUBLIC RECORDS

Contractor acknowledges that City is subject to the California Public Records Act, Government Code Section 6250 et seq., and that unless a particular record is exempt from disclosure under the Public Records Act or other applicable statute, it must be disclosed to the public by City upon request. If City receives a request for disclosure of Contractor information under the Public Records Act, City shall promptly notify Contractor in writing of such request, and shall not disclose such information until at least five (5) business days after such notice has been given. If Contractor believes the information is exempt from disclosure, Contractor may at its own cost file suit to prevent the information from being disclosed. If Contractor does so, City shall not disclose such information until the matter has been decided by a court of competent jurisdiction. Any reasonable costs incurred by City in connection with such a suit brought by Contractor shall be borne by Contractor, unless City chooses to mount its own defense, independent of Contractor.

## 21. REPORTING

21.1 Annual Reports. On or before March 1, 2022 and each March 1 thereafter, Contractor shall submit to City an annual report for the prior calendar year containing at a minimum the following information:

- (a) Total tons of Solid Waste, Recyclables, Mixed Organics and C&D collected in prior year, allocated between Residential cart service, commercial cart and bin service, roll-off and compactor service.
- (b) Estimated diversion rates for Recyclables, Mixed Organics, and C&D in prior year, and basis for estimates (e.g., facility recovery rate, waste characterization studies, etc.)
- (c) Estimated diversion rate for all material collected in prior year, and how calculated
- (d) Total Solid Waste, Recyclable Material and Mixed Organics customers by line of business (i.e., Single-Family, Multi-Family, Commercial) and service level as of December 31
- (e) Percentage of Multi-Family and Commercial customers that have been provided for each of Recyclables and Mixed Organics collection service, as of December 31
- (f) Summary of public education and outreach activities in prior year
- (g) Total Gross Revenue generated and Franchise Fees payable in prior year

The parties may by mutual written agreement add to or modify the above requirements.

19.2 Quarterly Reports. The City reserves the right to require more frequent reporting by the Contractor (e.g., quarterly reports) of information for purposes of documenting progress toward meeting its AB 1383 reporting requirements or other purpose deemed necessary by the City.

21.2 CERCLA Defense Records. City views the ability to defend against CERCLA and similar litigation as a matter of great importance. Therefore, City regards the ability to prove where Solid Waste collected in the Service Area was taken for disposal to be a matter of concern. Contractor shall maintain records of where Solid Waste collected in the Service Area was landfilled (and therefore establish where it was not landfilled). Contractor shall maintain such records for a minimum of ten (10) years after expiration or earlier termination of this Agreement.

## 22. INDEMNIFICATION

22.1 General Indemnification. Contractor shall defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (collectively, "Indemnitees") from and against any and all claims, suits, proceedings, liabilities, damages, losses, penalties, and costs and expenses incidental thereto (including reasonable attorney's fees) (collectively, "Claims") arising or resulting from injury to or death of any person or damage to property, in each case to the extent caused by Contractor's breach of this Agreement, or Contractor's violation of Applicable Law, negligence or willful misconduct in connection with this Agreement, in each of the foregoing cases, except to the extent such Claims are caused by the violation of Applicable Law, negligence or willful misconduct of any Indemnitees, and except as expressly prohibited by statute. The foregoing indemnity shall apply if the Claim is caused by the joint negligence of any Indemnitees and Contractor, but only to the extent of Contractor's negligence.

22.2 Hazardous Substance Indemnification. Contractor shall defend, indemnify and hold harmless the Indemnitees from and against any and all Claims arising or resulting from the



release or threatened release by Contractor or any Affiliated Facility of any Hazardous Waste in connection with Contractor's performance of this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify Indemnitees from liability. For purposes of this subsection, "Claims" includes natural resources and punitive damages, and response, remediation and removal costs.

22.3 Prop. 218. City shall hold Contractor harmless against, and Contractor shall have no defense, indemnity or other obligation to any Indemnitee with respect to, any Claims arising out of or relating to City's alleged or actual failure to comply with Article XIII C or XIII D of the California Constitution. If a court ruling, majority protest, initiative or referendum (each, a "Restriction") prevents Maximum Rates from being established or increased as required by this Agreement, or reduces Maximum Rates from the levels otherwise required by this Agreement, then: (i) the Franchise Fee shall be reduced by the amount of revenue lost to Contractor by reason of the Restriction, and (ii) if the amount of such lost revenue exceeds the Franchise Fee, the Franchise Fee shall be reduced to zero, and Contractor's other obligations under this Agreement shall be reduced so that Contractor's cost of performing this Agreement (after applying the operating ratio set forth in Section 17.4(e)) are commensurate with the Maximum Rates that Contractor may legally charge, and (iii) either City or Contractor may at any time terminate this Agreement upon two (2) years' prior written notice to the other. City and Contractor shall negotiate in good faith any reduction in Contractor's obligations under clause (ii) above. Contractor shall not be liable to City for any reduction in or non-payment of the Franchise Fee by reason of this subsection, nor shall any such reduction or non-payment invalidate this Agreement. Nothing in this Agreement shall be deemed an admission by City or Contractor that Articles XIII C or XIII D of the California Constitution apply to the rates charged by Contractor under this Agreement.

23. INSURANCE

23.1 Contractor shall maintain insurance in compliance with this section, and shall ensure that each subcontractor performing work hereunder also maintains insurance in compliance with this section, as if the subcontractor were a party hereto. Contractor shall furnish insurance certificates evidencing the required coverages not later than ten (10) days prior to commencing services hereunder, and thereafter upon each policy renewal. Contractor shall maintain the following policies with at least the following limits:

Workers' Compensation	Statutory limits for CA	
Employer's Liability	Bodily Injury by Accident – Each Accident	\$1,000,000
	Bodily Injury by Disease – Each Employee	\$1,000,000
	Bodily Injury by Disease – Policy Limit	\$1,000,000
Commercial General Liability	Premises-Operations – Each Occurrence	\$1,000,000
	Annual Aggregate (Other Than Prod.-Compl. Ops.)	\$1,000,000
	Products-Completed Operations – Each Occurrence	\$1,000,000
	Products-Completed Operations – Annual Aggregate	\$1,000,000
Automobile Liability*	Combined Single Limit – Each Accident	\$1,000,000
Pollution Liability**	Single Limit – Each Occurrence	\$5,000,000

	Annual Aggregate	\$5,000,000
Umbrella Liability***	Single Limit – Each Occurrence	\$5,000,000
	Policy Limit	\$5,000,000
* Shall include MCS-90 and CA 9948 endorsements, or their equivalents.”		
** Sudden and Gradual, including clean-up costs.		
*** In excess of Employer’s Liability, Commercial General Liability, Automobile Liability and Product Liability.		

23.2 Each policy required hereunder shall, or shall be endorsed to: (i) contain a waiver of subrogation in favor of City and its elected officials, officers, employees and agents; (ii) name City and its elected officials, officers, employees and agents as additional insureds, except for Workers’ Compensation and Employer’s Liability; (iii) be primary, and any insurance or self-insurance maintained by such additional insureds shall not contribute with it, except for Workers’ Compensation and Employer’s Liability; (iv) remain in effect throughout the Term, and if written on a claims-made basis for five (5) years thereafter; (v) contain “cross-liability” or “separation of insureds” coverage; and (vi) be issued by companies licensed in each state where goods or services are provided, with an A.M. Best rating of A-:VII or better. If the issuer of any policy required hereunder is the subject of bankruptcy or insolvency proceedings, or becomes insolvent, Contractor shall within five (5) business days substitute another policy and issuer meeting the requirements of this section.

24. PERFORMANCE BOND

Contractor shall maintain throughout the term of this Agreement a performance bond in the amount of not less than \$10,000 for the benefit of, and in a form reasonably acceptable to, City, or such other financial assurance as City may determine provides equivalent assurance in the event of Contractor’s failure to perform. Such performance bond or other financial assurance shall secure Contractor’s full and faithful performance of its obligations under this Agreement throughout its term. A performance bond provided under this section shall be executed by a surety company licensed to do business in the State of California, with an A. M. Best or Standard and Poor’s rating of at least “A-”, and included on the list of surety companies approved by the Treasurer of the United States.

25. FORCE MAJEURE.

Notwithstanding any other provision, Contractor shall be excused from performing its obligations hereunder to the extent and for so long as performance of such obligations is rendered impossible, impracticable, or unsafe due to Force Majeure or the effect thereof. “Force Majeure” means earthquake, fire, flood, landslide, epidemic/pandemic, other act of nature, war, terrorism, sabotage, civil disturbance, strike or other labor action, governmental (including judicial) action, or any other event not the fault of and beyond the reasonable control of Contractor. Force Majeure shall not include governmental action resulting from Contractor’s violation of Applicable Law. Contractor shall as soon as reasonably practicable provide City with written notice of any nonperformance excused by this section, together with a description of the Force Majeure and the reason it renders performance is impossible, impracticable or unsafe. Contractor shall restore performance as soon as reasonably possible.

26. RIGHT OF CITY TO PERFORM

26.1 If due to Force Majeure or for any other reason Contractor fails to collect, transport and dispose of or process all or a substantial portion of the waste that it is obligated to under this

Agreement for more than three (3) consecutive business days, and as a result waste accumulates in the Franchise Area in such a manner that the City in its reasonable discretion finds that such accumulation endangers public health or safety, then City upon approval by the City Council may take possession of Contractor's vehicles and Containers used in the performance of this Agreement for the purpose of providing the services that Contractor is failing to perform. If City takes possession of Contractor's equipment under this section, City shall have the right to use the Affiliated Facilities to the extent Contractor had been using them to perform this Agreement.

26.2 During any such possession, City shall be responsible for maintaining and repairing Contractor's vehicles and Containers, and shall replace or repair any that are damaged or destroyed (other than through ordinary wear and tear). City shall defend, indemnify and hold harmless Contractor from Claims arising out of City's (or its subcontractor's) negligence, willful misconduct or violation of Applicable Law in operating Contractor's vehicles or Containers, using the Affiliate Facilities, or otherwise providing the services. Contractor shall pay City the rate revenue received by Contractor attributable to the services performed by City. If Contractor's failure to perform is excused due to Force Majeure, City will pay Contractor the reasonable rental value of the vehicles and Containers used by City, as well as any applicable tip fees at the Affiliated Facilities. City may subcontract the use and operation of Contractor's vehicles and Containers and use of the Affiliated Facilities to a third party. City may retain possession of Contractor's vehicles and Containers until Contractor demonstrates to City's reasonable satisfaction that it is willing and able to resume providing services, but no longer than one hundred eighty (180) days.

## 27. DISPUTE RESOLUTION.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be finally determined by binding arbitration in Sacramento, CA before a single neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, as in effect on the date a claim is first filed. Judgment on the award may be entered in any court having jurisdiction. This section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by it in connection with the arbitration. The costs of the arbitration, including JAMS/arbitrator fees, shall be shared equally by the parties. The parties shall treat the proceedings, any related discovery and the arbitrator's decisions as confidential, except in connection with judicial proceedings ancillary to the arbitration, or as required by law or to protect a legal right of a party.

## 28. TERMINATION

28.1 A party shall be in default under this Agreement if it breaches any material obligation under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice by the non-breaching party of the breach, provided, however, that if the nature of the breach is such that it shall reasonably require more than thirty (30) days to cure, the breaching party shall not be in default so long as it promptly commences the cure and diligently proceeds to

completion of the cure. If a party is in default under this Agreement, the other party may terminate this Agreement by providing at least thirty (30) days prior written notice to the defaulting party.

28.2 In addition to the above, City may terminate this Agreement by providing at least thirty (30) days prior written notice to Contractor if Contractor (i) files a voluntary petition for relief under any bankruptcy, insolvency or similar law; (ii) has an involuntary petition filed against it under any bankruptcy, insolvency or similar law, which petition remains undismissed or unstayed for ninety (90) days; (iii) is the subject of a seizure or attachment of, or levy on, a substantial part of Contractor's equipment used in the performance of this Agreement, and such seizure, attachment or levy is not removed, or substitute equipment provided, within ninety (90) days.

29. MISCELLANEOUS PROVISIONS

29.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any prior agreements, representations or understandings with respect thereto (except as provided in Section 2). The exhibits hereto are integral parts of this Agreement.

29.2 Amendment. No modification, waiver or amendment of this Agreement or any provision hereof shall be effective unless in writing and signed by the party(ies) to be bound. However, Exhibit A shall be deemed automatically amended to reflect all Maximum Rate adjustments made pursuant to this Agreement, without need of a signed writing.

29.3 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law or conflicts of law provisions.

29.4 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively made upon personal delivery, or confirmed delivery by nationally recognized overnight courier, to the party to be notified, at such party's address specified below. A party may change its address for notices from time to time by providing written notice to the other party in accordance with this section.

To City: City of Oroville  
Attn: City Administrator  
1735 Montgomery Street  
Oroville, CA 95965

To Contractor: Recology Butte Colusa Counties  
Attn: Legal Department  
50 California Street, 24<sup>th</sup> Floor  
San Francisco, CA 94111

29.5 No Waivers. No failure or delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

29.6 Severability. If any non-material provision of this Agreement is for any reason held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of any other provision of this Agreement.

29.7 No Subcontracting. Contractor shall not subcontract or delegate to any other Person, other than an Affiliate of Contractor, the performance of any of Contractor's obligations under this Agreement, without City's prior written consent.

29.8 Independent Contractor. Contractor is an independent contractor, and not an officer, employee or agent of City. Neither Contractor nor its officers, employees, agents or subcontractors shall obtain any rights or benefits which accrue to City's employees. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor.

29.9 Compliance With Law. Each Party in the performance of its obligations hereunder shall comply with all Applicable Laws.

29.10 Assignment. Contractor shall not assign this Agreement to any other Person without City's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of City and Contractor.

29.11 Survival. The following provisions shall survive the expiration or earlier termination of this Agreement: 21.2 (CERCLA Defense Records), 28 (Indemnification), 27 (Dispute Resolution) and 29 (Miscellaneous).

29.12 No Conflict. Each party represents and warrants that its execution, delivery and performance of this Agreement has been duly authorized and does not and shall not conflict with or constitute a breach of any agreement to which it is a party or by which it is bound, any provision of Applicable Law, or any other legal requirement.

29.13 Interpretation. This Agreement shall be construed as if drafted jointly by the parties, and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement. Section headings are for convenience and shall not be used in construing this Agreement. "Including" and its variants mean "including without limitation."

29.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Facsimile signatures (including PDFs sent by email or DocuSigned) shall be valid.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS THEREOF, City and Contractor have executed this Solid Waste, Recyclable Materials and Organic Waste Franchise Agreement as of the date first written above.


CITY OF OROVILLE

By:   
\_\_\_\_\_  
[name]  
[title]

RECOLOGY BUTTE COLUSA COUNTIES

By:   
\_\_\_\_\_  
Salvatore M. Coniglio  
Chief Executive Officer

Approved as to form:

By:   
\_\_\_\_\_  
[name]  
[title]

## Exhibit B

## SB 1383 Related Matters

1. Definitions

- 1.1. "Blue Container" means a Container colored as follows: (a) the lid shall be blue, or (b) the body shall be blue and the lid shall be either blue, gray, or black. Hardware such as hinges and wheels may be any color.
  - 1.2. "Gray Container" means a Container colored as follows: (a) the lid shall be gray or black, or (b) the body shall be gray or black and the lid shall be gray or black. Hardware such as hinges and wheels may be any color.
  - 1.3. "Green Container" means a Container colored as follows: (a) the lid shall be green, or (b) the body shall be green and the lid shall be green, gray, or black. Hardware such as hinges and wheels may be any color.
  - 1.4. "Hauler Route" means the designated weekly itinerary or sequence of stops scheduled to be performed by one collection vehicle providing regularly scheduled Solid Waste, Recyclables or Compostables collection services (not on-call or Bulky Item/Abandoned Waste), excluding compactor collection services, within the Service Area.
  - 1.5. "Prohibited Container Contaminants" means any of the following:
    - 1.5.1. Non-Compostables placed in the Green Container, including but not limited to textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction & Demolition Debris, and Hazardous Waste;
    - 1.5.2. Compostables or Recyclables placed in the Gray Container that is specifically identified under the Agreement for collection in the Green Container or Blue Container;
    - 1.5.3. Compostables placed in the Blue Container that is specifically identified under the Agreement for collection in the Green Container. Paper products and printing and writing paper may be considered acceptable and not considered Prohibited Container Contaminants if they are placed in the Blue Container.
  - 1.6. "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras.
2. "SB 1383 Regulations" means or refers to Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Article 12 and amended portions of regulations of 14 CCR and 27 CCR. Container Colors.
    - 2.1. General Requirement. Contractor shall ensure that each Container that it newly purchases after January 1, 2022 and provides to a Customer serviced under the Agreement conforms to the following color scheme: Gray Containers for collection of Solid Waste, Blue Containers for collection of Recyclables, and Green Containers for collection of

Compostables. In addition, Contractor shall ensure that all Containers it uses to provide such services to Customers serviced under the Agreement conform to such color scheme by January 1, 2036.

2.2. Specific Material Types. Paper products and printing and writing paper, each as defined in the SB 1383 Regulations, may be placed in either the Blue Container or the Green Container. Carpet and textiles may not be placed in either the Blue Container or the Green Container.

3. Container Labels.

3.1. General Requirement. Contractor shall ensure that each Container (or Container lid) that it newly purchases after January 1, 2022 and provides to a Customer serviced under the Agreement shall be labeled or imprinted with language and/or graphics that clearly indicates the primary items accepted and the primary items that are Prohibited Container Contaminants for that Container type. Contractor may comply with this section by using model labeling provided by CalRecycle.

4. Route Reviews.

4.1. General Requirement. At least once annually, beginning in 2023, Contractor shall provide the City with a list of all hauler routes and service days for City staff to utilize to conduct annual route reviews. Contractor shall provide additional route review assistance in the form of outreach materials, such as cart tags and educational material explaining how to properly source separate materials in Contractor's provided 3 cart system for City staff to distribute when performing route reviews.

4.2. Notice of Contamination. If Contractor finds Prohibited Container Contaminants in a Container during daily collection the cart will be tagged with a cart tag and the generator account information and noted contamination violation will be noted and reported to the City on a weekly basis.

5. Compliance Reviews.

5.1. General Requirement. At least once annually, beginning in 2023, Contractor shall review the records of its Commercial Service Recipients in the City that are subscribed for at least two (2) cubic yards per week of combined Garbage, Mixed Organics and Recyclable Materials service, to determine whether those Commercial Service Recipients are subscribed for Mixed Organics collection service or have an applicable waiver. Contractor shall include the results of each compliance review in its quarterly reports the City, as required by Section 7.

5.2. Site Visits. Based on the results of Contractor's Compliance Reviews conducted pursuant to Section 5.1, Contractor shall conduct an annual site visit to each Commercial Service Recipient in the City that is subscribed for at least two (2) cubic yards per week of combined Garbage, Mixed Organics and Recyclable Materials Service and determined to not be subscribed to Organic Waste Collection Service and that has not been granted a waiver. During the site visits, Contractor shall encourage those businesses to sign up for SB 1383 compliant Organics Waste Collection Service and provide educational material about SB 1383's requirements. Contractor will also collect photographic documentation



during all site visits. The Contractor shall conduct no less than 30XX in-depth, in-person, diversion site visits per quarter.

## 6. Education & Outreach.

6.1. Prior to May 1, 2022, and annually thereafter, Contractor shall provide the following to all Service Recipients under the Agreement. This information will be provided, at a minimum, through print and/or electronic media, on the Contractor's website, and may also be provided through workshops, meetings and/or on-site visits. Contractor shall provide Commercial Service Recipients with interactive assistance such as employee trainings, in a virtual or in-person format, when Mixed Organics Collection Service is added, or upon request.

6.1.1. Information on the Customer's requirements to properly separate MSW, Recyclable Material and Organic Waste materials in appropriate containers and required by City Ordinance No. 1861.

6.1.2. Information on methods for: the prevention of MSW, Recyclable Material and Compostables generation, recycling Compostables on-site, sending Recyclable Materials and Compostables to community recycling and composting facilities, and any other local requirements regarding MSW, Recyclable Materials and Compostables.

6.1.3. Information regarding the Green House Gas reduction benefits of reducing the landfill disposal of Recyclable materials and Compostables, and the methods of Recyclable Materials and Compostables recovery contemplated by the Agreement.

6.1.4. Information regarding how to recover Recyclable Materials and Compostables.

6.1.5. Information related to the public health and safety and environmental impacts associated with the landfill disposal of MSW, Recyclable Material and Compostables.

6.2. The above information will be provided, at a minimum, through print and/or electronic media, on the local Recology website, and may also be provided through workshops, meetings and/or on-site visits.

6.3. Educational materials provided pursuant to the above shall be translated into Spanish.

## 7. Reporting.

7.1. Beginning January 1, 2022, Contractor shall provide the following information to City as part of Contractor's regularly scheduled quarterly reports under the Agreement:

7.1.1. For information provided by Contractor pursuant to Section 6 above:

(a) Copies of all such information (including flyers, brochures, newsletters, invoice messaging, website and social media postings, mass emails, and other mass electronic messages).

- (b) The date the information was disseminated or the direct contact made. For website and social media postings, this shall be the date posted.
- (c) To whom the information was disseminated or the direct contact made. For mass distributions such as mailings or bill inserts, Contractor may provide the type and number of accounts receiving the information, rather than listing each recipient individually.
- (d) Notwithstanding any other provision, Contractor shall not be required to track or provide copies of emails, texts, or other electronic communications with individual Customers (e.g. if a CSR answers a customer question).

7.1.2. For Compliance Reviews:

- (a) The date the review was conducted.
- (b) The name and title of each person conducting the review.
- (c) For Compliance Reviews, the results of such review (i.e. Contractor's findings as to whether the Customers reviewed are subscribed for Compostables collection service, have an applicable waiver, or neither), and any relevant evidence supporting such findings (e.g. a spreadsheet based on Contractor's account records summarizing the reviewed Customers' service levels and waiver status).
- (d) Copies of any educational materials issued pursuant to such reviews (other than notices of Prohibited Container Contaminants, which are covered below).

7.1.3. Documentation relating to observed Prohibited Container Contaminants:

- (a) Copies of the form of each notice issued by Contractor to Customers for Prohibited Container Contaminants, as well as, for each such form, a list of the Customers to which such notice was issued, the date of issuance, the Customer's name and service address, and the reason for issuance (if the form is used for multiple reasons).
- (b) The number of times notices were issued to Customers for Prohibited Container Contaminants.
- (c) The number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.

7.1.4. A description of Contractor's process for determining the level of Container contamination under the Agreement.

8. Waivers

- 8.1. General. City may grant de minimis and/or physical space waivers to Commercial or Multi-Family customers (not Single-Family Customers) that exempt the Customer from the requirement to subscribe for Recyclable Materials or Mixed Organics Collection service. If a customer has more than one service address, City shall require the customer to submit

a separate waiver application for each service address. Contractor will notify the City of any waiver requests received and/or any waiver recommendation determined by the Contractor for review by City staff.

- 8.2. Contractor will provide a link to the City's online waiver application page on their website for those looking for the City's waiver application.
- 8.3. Contractor Review of Customer Waiver Requests. Upon City request, Contractor shall review the Commercial or Multi-Family customer's waiver application, verify the accuracy of factual matters stated in the application that are readily verifiable from Contractor's computer systems (e.g. service levels), inspect the applicable service address to assess the matters specified below, and provide City with documentation of the inspection. In lieu of visiting the service address, inspections may be conducted via video.
- 8.4. Scope of Inspection. In its inspections, Contractor shall only be required to assess the following matters, unless otherwise mutually agreed by Contractor and City: (i) For physical space waiver applications, whether the Container storage area(s) at the service address are in Contractor's opinion sufficient to add a Recyclable Materials and/or Mixed Organics container (whichever one(s) the Customer is seeking a physical space waiver for). "Container storage area" means a contiguous area designated by the Customer for storage of Refuse, Recyclable Materials, and/or Mixed Organics Containers. (ii) For de minimis waiver applications, the estimated weekly volume of Mixed Organics and/or Recyclable Materials generated by the Customer and discarded in the Solid Waste Containers at the service address. The estimate shall be based on a single visual inspection of the contents of Container(s) at the service address. Each inspection shall involve observing the contents of the Container(s) (whether by lifting the lid, using a camera, or other method deemed appropriate by Contractor), but shall not require Contractor to disturb the contents or open any bags.
- 8.5. Service Level Updates. City will be responsible for approving or denying the waiver applications following receipt of Contractor's documentation. When City grants, denies, extends or terminates a waiver, City shall within ten (10) Business Days provide the following information to the Customer and Contractor in writing: (i) the specific Customer and service address to which the waiver applies, (ii) whether the waiver was granted/denied or extended/terminated, and (iii) any changes to service level or Collection service requirements required or permitted to be made by the Customer. At Contractor's request, City shall provide Contractor an updated listing of waivers approved by City, including each Customer's names, mailing address, service address, date waiver was granted/denied/extended, and type of waiver.
- 8.6. Limitations. Notwithstanding the foregoing: Contractor shall maintain [XXX] full time equivalent route auditors dedicated to the Service Area. Contractor shall not be required to conduct waiver reviews for more than [XXX] service addresses per week on average for the Service Area, for each such route auditor. Physical space and de minimis waivers will be counted separately for purposes of the preceding sentence. If a service address has multiple container storage areas, every 3 container storage areas (or fraction thereof) shall be counted as 1 waiver review (e.g. a service address with 4-6 container storage areas would count as 2 waiver reviews, a service address with 7-9 container storage areas would count as 3 waiver reviews, etc.). Contractor's obligation to conduct waiver reviews is subject to the Customer timely permitting Contractor's personnel to inspect the Customer's premises during normal business hours and provide information reasonably

requested by Contractor. Except for account and service level information in Contractor's database and the factual matters required to be assessed by Contractor as provided in subsection 8.3 above, Contractor shall be entitled to rely on information provided by the Customer, and shall not be responsible for any false or inaccurate information provided by the Customer.

**Commercial Bin Rates**

City of Oroville

Rates to become Effective January 01, 2023

Item 1.

**COMMERCIAL BIN RATES**

Bin Size	Frequency (Pickups per Week)					
	1	2	3	4	5	6
<b>1.0 Cu Yd</b>						
Base Rate	\$108.48	\$201.04	\$293.60	\$386.06	\$478.63	\$623.96
Disposal	15.33	30.65	45.99	61.31	76.64	91.96
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$123.81	\$231.69	\$339.59	\$447.37	\$555.27	\$715.92
Franchise Fee	13.76	25.74	37.73	49.71	61.70	79.55
TOTAL	\$137.57	\$257.43	\$377.32	\$497.08	\$616.97	\$795.47
<b>1.5 Cu Yd</b>						
Base Rate	\$131.68					
Disposal	22.99					
Other	0.00					
Sub Total	\$154.67					
Franchise Fee	17.19					
TOTAL	\$171.86					
<b>2.0 Cu Yd</b>						
Base Rate	\$155.76	\$280.41	\$405.05	\$529.72	\$654.44	\$854.73
Disposal	30.65	61.31	91.96	122.63	153.28	183.94
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$186.41	\$341.72	\$497.01	\$652.35	\$807.72	\$1,038.67
Franchise Fee	20.71	37.97	55.22	72.48	89.75	115.41
TOTAL	\$207.12	\$379.69	\$552.23	\$724.83	\$897.47	\$1,154.08
<b>3.0 Cu Yd</b>						
Base Rate	\$202.97	\$359.80	\$516.61	\$673.47	\$830.28	\$1,085.21
Disposal	45.99	91.96	137.95	183.94	229.92	275.90
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$248.96	\$451.76	\$654.56	\$857.41	\$1,060.20	\$1,361.11
Franchise Fee	27.66	50.20	72.73	95.27	117.80	151.23
TOTAL	\$276.62	\$501.96	\$727.29	\$952.68	\$1,178.00	\$1,512.34
<b>4.0 Cu Yd</b>						
Base Rate	\$250.21	\$439.20	\$628.17	\$817.11	\$1,006.05	\$1,315.81
Disposal	61.31	122.63	183.94	245.25	306.57	367.88
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$311.52	\$561.83	\$812.11	\$1,062.36	\$1,312.62	\$1,683.69
Franchise Fee	34.61	62.43	90.23	118.04	145.85	187.08
TOTAL	\$346.13	\$624.26	\$902.34	\$1,180.40	\$1,458.47	\$1,870.77
<b>5.0 Cu Yd</b>						
Base Rate	\$297.49	\$518.59	\$739.69	\$960.79	\$1,182.15	\$1,546.40
Disposal	76.64	153.28	229.92	306.57	383.20	459.84
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$374.13	\$671.87	\$969.61	\$1,267.36	\$1,565.35	\$2,006.24
Franchise Fee	41.57	74.65	107.73	140.82	173.93	222.92
TOTAL	\$415.70	\$746.52	\$1,077.34	\$1,408.18	\$1,739.28	\$2,229.16
<b>6.0 Cu Yd</b>						
Base Rate	\$344.78	\$597.96	\$851.24	\$1,104.49	\$1,358.22	\$1,776.99
Disposal	91.96	183.94	275.90	367.88	459.84	551.81
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$436.74	\$781.90	\$1,127.14	\$1,472.37	\$1,818.06	\$2,328.80
Franchise Fee	48.53	86.88	125.24	163.60	202.01	258.76
TOTAL	\$485.27	\$868.78	\$1,252.38	\$1,635.97	\$2,020.07	\$2,587.56

Rates to Become Effective January 01, 2023

<b>RESIDENTIAL RATES</b>		
One Pickup per Week	Monthly Rate	
	Regular	Senior
1 x 32 -gallon Can (w/o S/Cs)	\$26.40	\$25.34
2 x 32 -gallon Cans (w/o S/Cs)	37.38	36.32
3 x 32 -gallon Cans (w/o S/Cs)	45.22	n / a
1 x 64 -gallon Cart (w/o S/Cs)	\$35.32	\$34.26
1 x 96 -gallon Cart (w/o S/Cs)	\$37.68	\$36.62
Add'l Can w/ 96-gal Toter	\$11.68	n / a
Back Yard Service	\$10.07	n / a
Hazardous Waste Surcharge	\$0.51	\$0.51
AB 939 Compliance Fee (City)	\$0.63	\$0.63

<b>COMMERCIAL RATES</b>							
Container Size	Frequency (Pickups per Week)						
	1	2	3	4	5	6	7
1.0 Cu. Yd. Bin	\$137.57	\$257.43	\$377.32	\$497.08	\$616.97	\$795.47	n / a
1.5 Cu. Yd. Bin	\$171.86	n / a	n / a	n / a	n / a	n / a	n / a
2.0 Cu. Yd. Bin	\$207.12	\$379.69	\$552.23	\$724.83	\$897.47	\$1,154.08	n / a
3.0 Cu. Yd. Bin	\$276.62	\$501.96	\$727.29	\$952.68	\$1,178.00	\$1,512.34	n / a
4.0 Cu. Yd. Bin	\$346.13	\$624.26	\$902.34	\$1,180.40	\$1,458.47	\$1,870.77	n / a
6.0 Cu. Yd. Bin	\$485.27	\$868.78	\$1,252.38	\$1,635.97	\$2,020.07	\$2,587.56	n / a
1 x 32 -gallon Can	\$22.46	n / a	n / a	n / a	n / a	n / a	n / a
2 x 32 -gallon Cans	\$33.44	n / a	n / a	n / a	n / a	n / a	n / a
3 x 32 -gallon Cans	\$41.26	n / a	n / a	n / a	n / a	n / a	n / a
1 x 64 gallon Cart	\$31.37	n / a	n / a	n / a	n / a	n / a	n / a
1 x 96 gallon Cart	\$33.74	n / a	n / a	n / a	n / a	n / a	n / a

<b>DEBRIS BOX - Single Pull Rates</b>	
20 Cu. Yd. Bin	\$500.37 per pull
30 Cu. Yd. Bin	681.44 per pull
40 Cu. Yd. Bin	828.04 per pull
Trip charge	\$69.04 per trip

**RESIDENTIAL RATES**

**City of Oroville**

Rates to become Effective January 01, 2023

	<u>January 01, 2023</u>
<b>Household Hazardous Waste Surcharge</b>	\$0.51
<b>AB 939 Compliance Fee (City of Oroville)</b>	\$0.63
<b>Once per Week Service</b>	
<b>96-gallon Cart</b>	
Basic Rate	\$37.68
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
<u>Monthly Charge</u>	<u>\$38.82</u>
<b>64-gallon Cart</b>	
Basic Rate	\$35.32
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
<u>Monthly Charge</u>	<u>\$36.46</u>
<b>Additional Can (with 96-gallon Cart)</b>	
Basic Rate	\$11.68
Household Hazardous Waste Surcharge	n/a
AB 939 Compliance Fee	n/a
<u>Monthly Charge</u>	<u>\$11.68</u>
<b>1 x 32-gallon Can</b>	
Basic Rate	\$26.40
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
<u>Monthly Charge</u>	<u>\$27.54</u>
<b>2 x 32-gallon Cans</b>	
Basic Rate	\$37.38
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
<u>Monthly Charge</u>	<u>\$38.52</u>
<b>3 x 32-gallon Cans</b>	
Basic Rate	\$45.22
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
<u>Monthly Charge</u>	<u>\$46.36</u>
<b>Backyard Pickup</b>	
Regular (in addition to service above)	\$10.07
<b>Senior Citizen Discount (applies to Cart or Can service only)</b>	(\$1.06)

Recology Butte Colusa Counties

COMMERCIAL RATES

City of Oroville

Rates to become Effective January 01, 2023

**Carts (Toters) and 32-gallon Cans**

Once per Week Service	Monthly Charge
96-gallon Cart	\$33.74
64-gallon Cart	31.37
1 x 32-gallon Can	\$22.46
2 x 32-gallon Cans	33.44
3 x 32-gallon Cans	41.26
Additional Can (with 96-gallon Cart)	\$11.68

**Bins - Charge per Month**

Ctr. Size (Cu. Yd.)	Service (times per week)					
	1	2	3	4	5	6
1.0	\$137.57	\$257.43	\$377.32	\$497.08	\$616.97	\$795.47
1.5	171.86					
2.0	207.12	379.69	552.23	724.83	897.47	1,154.08
3.0	276.62	501.96	727.29	952.68	1,178.00	1,512.34
4.0	346.13	624.26	902.34	1,180.40	1,458.47	1,870.77
6.0	485.27	868.78	1,252.38	1,635.97	2,020.07	2,587.56

**Extra Pickup: Charge per Pickup**

Ctr. Size (Cu. Yd.)	Charge
1.0	\$41.74
1.5	50.84
2.0	61.60
3.0	82.84
4.0	104.07
6.0	147.01



**Recology Butte Colusa Counties**  
**COMPACTOR & DEBRIS BOX RATES**  
**City of Oroville**  
**Rates to become Effective January 01, 2023**

<b>DEBRIS BOX</b>	<b>Charge per Load</b>
Size (In cubic Yards	
3	\$188.47
6	246.07
15	433.39
20	500.37
22	n / a
25	n / a
30	681.44
40	828.04

<b>COMPACTOR</b>	<b>Charge per Load</b>
Size (In cubic Yards	
4	n / a
6	n / a
15	\$508.96
20	631.22
22	750.31
25	916.74
30	1,007.43
40	1,342.63

<b>Trip Charge</b>	<b>\$67.74</b>
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**Recology Butte Colusa Counties  
COMPACTOR & DEBRIS BOX RATES  
City of Oroville  
Rates to become Effective January 01, 2023**

**PROPOSED RESIDENTIAL RATES**

One Pickup per Week	Base Rate	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	Total Charge
Call Back	8.61	-	8.61	0.96			0.00	9.57
Contamination	8.61	-	8.61	0.96			0.00	9.57

**PROPOSED COMMERCIAL CAN & CART RATES**

One Pickup per Week	Base Rate	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	Total Charge
Call Back	\$15.89	\$2.55	\$18.44	\$2.05	\$0.00	\$0.00	\$0.00	\$20.49
Contamination	22.57	2.55	25.12	2.79	0.00	0.00	0.00	27.91



# CITY OF OROVILLE STAFF REPORT

**TO: MAYOR PITTMAN AND COUNCIL MEMBERS**

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

**RE: APPROVAL OF BID PROPOSAL FOR CITY HALL CARPET PROJECT**

**DATE: DECEMBER 19, 2023**

## SUMMARY

The Council may consider accepting a bid proposal for City Hall carpet replacement.

## DISCUSSION

On October 20, 2023, the City issued a request for proposal (RFP) for carpet replacement in City Hall. The project is badly needed as the existing carpet is well beyond its useful life. On November 13<sup>th</sup> at 10am there was a mandatory job site inspection for all interested parties to participate in a walk through of City Hall and ask questions. There were about 12 individuals who showed up for this inspection. Out of those we received 3 bid proposals by the due date of November 30<sup>th</sup>, 2023.

The committee assigned for scoring the proposals took a careful and thoughtful approach at scoring the bids and ultimately selected the proposal from Carpets Galore, a local company.

Proposal summary:

	Location	Flooring Install	Baseboards	Total
Carpets Galore	Oroville	95,768.00	10,000.00	<b>105,768.00</b>
Experts in Your Home	Chico	96,548.00	12,290.00	<b>108,838.00</b>
KBI Builders	Auburn	173,375.00	13,200.00	<b>186,575.00</b>

## FISCAL IMPACT

Cost not to exceed \$105,768.00. From the Capital Projects and Improvements Fund – Maintenance Buildings and Improvements. 301.3010.6110

## RECOMMENDATION

Approve and award the proposal for carpet replacement at City Hall.

**ATTACHMENTS**

Carpets Galore Agreement  
Exhibit A  
Exhibit B

## AGREEMENT FOR PROFESSIONAL SERVICES

This Amended and Restated Agreement is made and entered on December 19, 2023, by and between the **City of Oroville** ("City") and Carpets Galore (Contractor).

### RECITALS

- A. Contractor is specially trained, experienced and competent to remove, repair, sale and install all types of flooring for the City of Oroville as required by this Agreement; and
- B. Contractor possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Contractor to render professional services as set forth in this Agreement.

### AGREEMENT

1. Scope of Services. The Contractor shall furnish the following services in a professional manner:  
  
Contractor shall perform the services described on Exhibit A, which is attached hereto and incorporated herein by reference.
2. Time of Performance. The services of Contractor are to commence upon execution of this **Agreement and shall be completed within 45 days from date of signature on agreement. Completed meaning removal, repairs, installation and clean up.**
3. Compensation. Compensation to be paid to Contractor shall be in accordance

with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. **In no event shall Contractor's compensation exceed the amounts of \$100,570.00 without additional written authorization from the City.** Payment by City under this Agreement shall not be deemed a waiver of defects in Contractor's services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Contractor shall submit billings to City describing the work performed. Contractor's bills shall include a brief description of the services performed, the date the services were performed. City shall pay Contractor no later than 30 days after approval of the invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Contractor's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon (10) ten days written notice of termination. Upon termination, Contractor shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Contractor's Books and Records.
  - a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or

relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

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

the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City.

Contractor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Contractor hereby expressly waives any claim it may have to any such rights.

9. Interest of Contractor. Contractor (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:
  8. Professional Ability of Contractor. City has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
  9. Compliance with Laws and Prevailing Wage. Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws,



codes, ordinances and regulations, including but not limited to prevailing wage labor rates.

10. Licenses. Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
11. Indemnity. Contractor agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
12. Insurance Requirements.
  - a. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit B attached hereto.
13. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be

deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **Brian Ring**  
**City of Oroville**  
**1735 Montgomery Street**  
**Oroville, CA 95965-4897**

If to Contractor: **Ron Scott**  
**Carpet Galore Inc**  
**1965 Mitchell Avenue**  
**Oroville, CA 95966**

14. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
15. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.
16. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express prior written consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and

subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

17. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
18. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
19. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.
20. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators.

Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
23. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
24. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement,

or obtain any present or anticipated material benefit arising there from.

- 25. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 26. Baseboard work. In the case the existing baseboards are not able to work around, the City wishes to add a baseboard clause for work not to exceed \$10,000.00 (in addition to the \$100,570 outlined above for the carpet work). Inclusion of this baseboard work, if necessary, will be approved via separate written approval from the City.

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

CITY OF OROVILLE

Carpet Galore Inc

Ron Scott

By: \_\_\_\_\_  
David Pittman, Mayor

By: \_\_\_\_\_  
Ron Scott, Owner

APPROVED AS TO FORM:

ATTEST:

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

By: \_\_\_\_\_  
Brian Ring, City Clerk

Attachments: Exhibit A: Scope of Services  
Exhibit B: Insurance Requirements

## EXHIBIT B

### INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees.

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

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employee's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

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

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

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

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

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

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

1. The City, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

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

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





**Baseboard work**

Baseboard work is not included in the above bid, but in the case the existing baseboards are not able to work around, the City wishes to add a baseboard clause for work not to exceed \$10,000.00. All baseboard work will be approved as needed.

**Total:                                \$10,000.00**



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

**RE: SECOND READING AND ADOPTION OF SAFETY ASSESSMENT  
PLACARDS ORDINANCE**

**DATE: DECEMBER 19, 2023**

### **SUMMARY**

Second reading and adoption of an ordinance that establishes a placard system to be utilized as a safety measure during disastrous events.

### **DISCUSSION**

The California Governor's Office of Emergency Services, (Cal OES), provides Post-Disaster Safety Assessment Program (SAP) training to first responders, professionals, and jurisdictions who are responsible for performing safety assessment inspections of structures after a disaster. Part of the SAP training is from the Applied Technology Council publication ATC-20 regarding the proper inspection of structures, and the proper posting of placards by authorized representatives. Placards are placed on a building to protect the owner, tenant, and the general public.

Since the Loma Prieta earthquake in 1989, various placards have been used by jurisdictions to denote the condition of buildings and structures. The California Building Officials (CALBO) and OES recommend all jurisdictions adopt the ATC-20 placards in order to have a uniform placard system in place throughout the state. Adopting the placards by ordinance makes them official and enforceable by local law enforcement.

This ordinance will provide the City a standardized tool should the City experience an emergency such as fire, flood or earthquake. This Ordinance was initially introduced at the November 7, 2019 Regular City Council Meeting.

### **FISCAL IMPACT**

None.

### **RECOMMENDATION**

Adopt the Ordinance; and  
Direct the Assistant City Clerk to publish the Ordinance Summary in a newspaper of general City circulation within fifteen days.

**ATTACHMENTS**

1. Ordinance
2. Placard Templates

## ORDINANCE NO. XXX

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADDING A NEW CHAPTER 15.98 TO TITLE 15 OF THE MUNICIPAL CODE, RELATING TO PLACARDS USED TO DENOTE CONDITIONS RELATING TO CONTINUED OCCUPANCY OF BUILDINGS

The City Council of the City of Oroville does ordain as follows:

**SECTION 1:** Chapter 15.98 is added to Title 15 of the City of Oroville municipal code, to read:

#### **Chapter 15.98 Safety Assessment Placards.**

##### **Sections:**

- 15.98.010 Intent
- 15.98.020 Application of Provisions
- 15.98.030 Definitions
- 15.98.040 Placards

#### **Section 15.98.010 Intent**

This chapter establishes standard placards to be used to indicate the condition of a structure for continued occupancy. The chapter further authorizes the Building Official and his or her authorized representatives to post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.

#### **Section 15.98.020 Application of Provisions.**

(a) The provisions of this chapter are applicable to all buildings and structures of all occupancies regulated by the City of Oroville. The Council may extend the provisions as necessary.

#### **Section 15.98.030 Definitions.**

(a) **Safety assessment** is a visual, non-destructive examination of a building or structure for the purpose of determining the condition for continued occupancy.

#### **Section 15.98.040 Placards.**

(a) The following are verbal descriptions of the official jurisdiction placards to be used to designate the condition for continued occupancy of buildings or structures. Copies of actual placards are attached.

(1) **INSPECTED - Lawful Occupancy Permitted** is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure.

(2) **RESTRICTED USE** is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.

(3) **UNSAFE - Do Not Enter or Occupy** is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstance except as authorized in writing by the Building Official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.

(b) This ordinance number, the name of the jurisdiction, its address, and phone number shall be permanently affixed to each placard.

(c) Once it has been attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the Building Official. It shall be unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this section.

**SECTION 2:** This ordinance shall become effective thirty (30) days after its adoption. A summary of this ordinance shall be published within fifteen (15) days after its adoption, in accordance with Section 36933 of the Government Code.

**SECTION 3: Severability.** If any section, clause, paragraph or sentence of this Ordinance, or the application thereof to any person or circumstances, shall be held invalid, such invalidity shall not effect the other provisions of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are hereby declared to be severable.

The foregoing ordinance was introduced and the title thereof read at the regular meeting of the City Council the 7<sup>th</sup> day of November, 2023 and by vote of the Council members present, further reading was waived.

The forgoing ordinance was duly passed and adopted by the City Council of the City of Oroville at a regular meeting thereof, this 19<sup>th</sup> day of December, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

APPROVED:

\_\_\_\_\_  
David Pittman, Mayor

ATTEST:

\_\_\_\_\_  
Kayla Reaster, Assistant City Clerk

APPROVED AS TO FORM:

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

# INSPECTED

## LAWFUL OCCUPANCY PERMITTED

This structure has been inspected (as indicated below) and no apparent structural hazard has been found.

Inspected Exterior Only

Inspected Exterior and Interior

Report any unsafe condition to local authorities; reinspection may be required.

Inspector comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facility Name and Address:

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

(Caution: Aftershocks since inspection may increase damage and risk)

This facility was inspected under emergency conditions by:

City of Oroville  
1735 Montgomery St  
(530) 538-2401

Inspector ID/Agency:

\_\_\_\_\_  
\_\_\_\_\_

**Do Not Remove, Alter or Cover this Placard until Authorized by the Building Official (Municipal Code Section XXX)**



# RESTRICTED USE

**Caution:** This structure has been inspected and found to be damaged as described below:

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

(Caution: Aftershocks since inspection may increase damage and risk.)

This facility was inspected under emergency conditions by:

City of Oroville  
1735 Montgomery St  
(530) 538-2401

Entry, occupancy and lawful use are restricted as indicated below:

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Facility Name and Address:

Inspector ID/Agency

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**Do not Remove, Alter or Cover this Placard until Authorized by the Building Official (Municipal Code Section XXX)**

# UNSAFE

**DO NOT ENTER OR OCCUPY  
(THIS PLACARD IS NOT A DEMOLITION ORDER)**

This structure has been inspected, found to be seriously damaged and is unsafe to occupy, as described below:

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

This facility was inspected under emergency conditions by:

City of Oroville  
1735 Montgomery St  
(530) 538-2401

**Do not enter, except as specifically authorized in writing by jurisdiction. Entry may result in death or injury.**

Facility Name and Address:

\_\_\_\_\_

Inspector ID/Agency

\_\_\_\_\_

**Do Not Remove, Alter or Cover this Placard  
until Authorized by the Building Official  
(Municipal Code Section XXX)**



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

**RE: MOU WITH CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR SUPPORTIVE SERVICES DURING AND AFTER DISASTER EVENTS**

**DATE: DECEMBER 19, 2023**

### SUMMARY

In order to receive expedited assistance from CalOES in, during and after disaster events for facility safety inspections, the City must enter into an Memorandum of Understanding (MOU) with CalOES to ensure a supportive services are provided seamlessly, without delay or interruption.

### DISCUSSION

The California Governor's Office of Emergency Services, (Cal OES), provides Post-Disaster Safety Assessment Program (SAP) training to first responders, professionals, and jurisdictions who are responsible for performing safety assessment inspections of structures after a disaster.

As a result of a disaster, the City Building Official and Inspectors must perform triage of private and public structures, including residences, to ensure that damages incurred during the disaster will not compromise the health and safety of the inhabitants.

Once an MOU is executed between a City and CalOES, the process to receive support is streamlined and expedited. After a disaster, CalOES dispatches teams of inspectors to make determinations as quickly as possible to allow all those whose properties have been deemed safe for reentry to get back into their homes.

### FISCAL IMPACT

None.

### RECOMMENDATION

Authorize Mayor to execute an MOU with CalOES to provide supplemental inspection services in the wake of a disaster event.

### ATTACHMENTS

Memorandum of Understanding



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF OROVILLE  
AND  
THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES OF THE STATE OF  
CALIFORNIA OF THE UNITED STATES OF AMERICA**

The City of Oroville ("Requesting Jurisdiction") and the California Governor's Office of Emergency Services (Cal OES) of the State of California of the United States of America, hereinafter referred to as "the Participants";

**WHEREAS**, the safety of the people of the State of California is of the utmost importance at all levels of state and local government;

**WHEREAS**, the State of California and the Federal Emergency Management Agency (FEMA) recognize the importance of written mutual aid agreements to facilitate response, recovery, and reimbursement;

**WHEREAS**, the Safety Assessment Program (SAP) utilizes volunteers and mutual aid personnel to provide licensed professional engineers, architects, geologists, certified building inspectors, certified public works inspectors, and SAP Coordinators, hereinafter referred to as "SAP personnel", to assist local governments in safety evaluation of their built environment in the aftermath of a disaster;

**WHEREAS**, SAP is intended to help local governments perform facility safety evaluations as quickly as possible; and

**WHEREAS**, the Participants seek to enter into this Memorandum of Understanding to request or provide SAP resources and personnel from each other in the event of a disaster.

Therefore, the Participants have reached the following understanding:

**SECTION I  
Objective**

To establish a framework between the Participants for the provision of SAP personnel, managed by Cal OES, to be provided to the City of Oroville for the purpose of conducting safety assessments.

**SECTION II  
Specific Activities**

Responsibilities of each Participant and specific provisions regarding worker's compensation and immunity are set forth as follows.

A. Requesting Jurisdiction Responsibilities

1. Provide Cal OES with the number of SAP evaluators Cal OES is requesting and their preferred expertise, such as the number of licensed civil, structural, or geotechnical engineers, licensed architects, or certified building inspectors being requested;
2. Provide Cal OES with the number of days the SAP personnel will be needed, the date and time of arrival, and reporting location
3. Be responsible for reasonable lodging, travel, and per diem costs for meals not provided of the volunteer SAP personnel deployed by Cal OES in response to the disaster or emergency, if applicable;
4. Be responsible for the hourly wages and overtime of local government SAP personnel deployed by Cal OES in response to the disaster or emergency, in addition to their reasonable lodging, travel, and per diem costs, if applicable;
5. Not be required to reimburse State SAP personnel;
6. The SAP personnel will be under the authority of the Requesting Jurisdiction once deputized by the Requesting Jurisdiction as deputy building inspectors, after which time the SAP personnel will be permitted to post official placards under the authority of the local jurisdiction;
7. Utilize SAP personnel only to evaluate building and/or infrastructure viability;
8. Maintain daily activity of all who participate in the SAP deployment on an ICS 214 Activity Log, including time of arrival and time of departure for the duration of the deployment and to provide copies of the ICS 214's to the state and federal disaster recovery specialists upon request;
9. Track and document costs to conduct safety assessments and support SAP personnel;
10. Upon completion of the SAP mobilization, all SAP personnel will be safely demobilized in accordance with standard emergency management best practices;
11. Upon completion of the SAP mobilization, pay all outstanding costs;
12. Not use SAP personnel to estimate building damage repair costs;

13. Not use SAP personnel for retrieval of possessions from privately or publicly owned buildings;
14. Keep records of the hours that the volunteers spent in the field, the normal hourly wage of each volunteer, and the volunteers' names, if it chooses to use the donated labor of SAP volunteers to offset their non-federal cost share; and
15. Will immediately report any injuries of SAP personnel to the Statewide Safety Assessment Program Coordinator.

B. Cal OES Responsibilities

1. Make reasonable efforts to provide SAP personnel to the Requesting Jurisdiction;
2. Coordinate contacting SAP personnel and consolidating names to provide to the City of Oroville; and
3. For the purpose of deploying SAP personnel, provide all deployment information furnished by the City of Oroville to SAP personnel, including but not limited to City of Oroville Points of Contact, lodging location(s), and initial location to report for work.

B. Worker's Compensation and Immunity

1. To the extent permitted under California law, State SAP personnel and volunteers will be covered for worker's compensation by the State of California worker's compensation law, and local jurisdiction SAP personnel will be covered for worker's compensation through their own jurisdiction.
2. To the extent permitted by law, SAP personnel may have immunity from liability in accordance with the California Emergency Services Act Government Code section 8657(a), and the California Business and Professions Code sections 5536.27 and 6706. SAP personnel will also obtain immunity from liability by virtue of being deputized by the

Requesting Jurisdiction. Nothing in this section shall provide immunity for intentional acts, gross negligence or willful misconduct, or any conduct outside the course and scope of official duties, or wherever else immunity is prohibited under California law.

### **SECTION III Points of Contact**

The City of Oroville and Cal OES will also serve as the respective contact points for communication and information exchange, as well as any notice required to be submitted under this Memorandum of Understanding.

Cal OES: Alora Franco, Statewide Safety Assessment Program Coordinator  
 Email: [SAP@CalOES.ca.gov](mailto:SAP@CalOES.ca.gov)  
 Phone: (916) 328-7711 OR Mobile: (916) 539-5245

Gurbir Singh, Statewide Safety Assessment Program Coordinator  
 Email: [SAP@CalOES.ca.gov](mailto:SAP@CalOES.ca.gov) or [Gurbir.Singh@caloes.ca.gov](mailto:Gurbir.Singh@caloes.ca.gov)  
 Mobile: (916) 823-6790

Jim Barnes, Statewide Safety Assessment Program Coordinator  
 Email: [Jim.Barnes@CalOES.ca.gov](mailto:Jim.Barnes@CalOES.ca.gov) Mobile: (916) 856-9922

City of Oroville: Brian Ring, City Administrator, Director of Emergency Services  
 Email: [bring@cityoforoville.org](mailto:bring@cityoforoville.org)  
 Phone: (530) 538-2433 OR Mobile: (530) 521-0096

Patrick Piatt, Community Development Director  
 Email: [ppiatt@cityoforoville.org](mailto:ppiatt@cityoforoville.org)  
 Phone: (530) 538-2402 OR Mobile: (909) 227-9391

### **SECTION IV No Legal Obligations, Rights, or Remedies**

This Memorandum of Understanding is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. In addition, the pledges in this Memorandum of Understanding are not conditioned upon reciprocal actions by other Participants; each Participant retains full discretion over implementation of its pledges in light of the Participant's individual circumstances, laws, and policies; and each Participant is free to withdraw from the Memorandum.



## **SECTION V Availability of Personnel and Resources**

This Memorandum of Understanding does not involve the exchange of funds, nor does it represent any obligation of funds by either Participant. All costs that may arise from activities covered by, mentioned in, or pursuant to this Memorandum of Understanding will be assumed by the Participant who incurs them, unless otherwise stipulated and decided pursuant to a future written arrangement. All activities undertaken pursuant to this Memorandum of Understanding are subject to the availability of funds, personnel, and other resources of each Participant.

The personnel designated by a Participant for the execution of this Memorandum of Understanding will work under the orders and responsibility of the Participant and any other organization or institution to which they belong, at all times maintaining any preexisting employment relationship with the Participant and such organization or institution. Their work will not create an employer-employee relationship with another Participant or any other organization or institution, so in no case will that other Participant, or other organization or institution, be considered as a substitute or joint employer of the designated personnel.

## **SECTION VI Compliance with Applicable Laws**

All activities undertaken pursuant to this Memorandum of Understanding, and all personnel designated by the Participants for the execution of those activities undertaken pursuant to this Memorandum of Understanding are subject to all laws applicable in the jurisdiction where the activities are performed. Such personnel, if visiting the other Participant to participate in an activity pursuant to this Memorandum of Understanding, will not engage in any activity detrimental to this Memorandum of Understanding.

## **SECTION VII Interpretation and Application**

Any difference that may arise in relation to the interpretation or application of this Memorandum of Understanding will be resolved through consultations between the Participants, who will endeavor in good faith to resolve such differences.

## **SECTION VIII Final Provisions**

This Memorandum of Understanding is effective from the date of its signature, for a two (2) year period, unless renewed or extended by the Participants in the same

manner that the Participants may otherwise modify this Memorandum of Understanding.

This Memorandum of Understanding may be modified at any time by mutual consent of the Participants. Any modification shall be made in writing and specify the date on which such modification is to become effective.

Any of the Participants may at any time, withdraw from this Memorandum of Understanding by providing a written notice to the other Participant 30 days in advance.

The termination of this Memorandum of Understanding shall not affect the conclusion of the cooperation activities that may have been initiated during the time this Memorandum of Understanding is in effect, unless the Participants mutually decide otherwise.

Signed in the City of Oroville on [Date], in two original copies English. Both texts are equally valid.

**FOR THE CITY OF OROVILLE**

**FOR THE CALIFORNIA GOVERNOR'S  
OFFICE OF EMERGENCY SERVICES  
OF THE STATE OF CALIFORNIA OF  
THE UNITED STATES OF AMERICA  
(CAL OES)**

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**David Pittman  
Mayor**

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## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM: BRIAN RING, CITY ADMINISTRATOR**

**RE: MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF BUTTE FOR FUNDING FOR MISSION ESPERANZA PROJECT**

**DATE: DECEMBER 19, 2023**

### **SUMMARY**

The Council will consider approving a memorandum of understanding (MOU) with the County of Butte, to provide funding in support of the Mission Esperanza project.

### **DISCUSSION**

At its regularly scheduled May 23, 2023 Board of Supervisors meeting, the Butte County Board of Supervisors committed \$500,000 of one-time American Rescue Plan Act (ARPA) funding to the City, to assist with the Mission Esperanza project. Specifically, the project will provide emergency shelter services in the form of 30 pallet shelters, 40 congregate beds, safe tent site, parking spaces and wraparound services for those experiencing homelessness. Staff recommend the approval of the MOU between the County and the City which articulates the responsibilities of each entity.

### **FISCAL IMPACT**

Agreement will provide \$500,000 in funding necessary for the Mission Esperanza project.

### **RECOMMENDATION**

Authorize the City Administrator to sign MOU.

### **ATTACHMENTS**

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING  
FOR COLLABORATION BETWEEN  
THE CITY OF OROVILLE and  
COUNTY OF BUTTE

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 12 day of December, 2023, by and between the CITY OF OROVILLE, a California municipal corporation ("City"), and COUNTY OF BUTTE, a political subdivision of the State of California ("County"). City and County may be referred to herein individually as "Party" and collectively as "Parties" . .

WHEREAS, the City, and the Oroville Rescue Mission, in partnership with the County, will be utilizing City-leased property located at 4248 Lincoln Boulevard, Oroville, CA (APN 035-200-034) ("Property") for a Navigation Center known as Mission Esperanza ("Site") that will increase the capacity of congregate and non-congregate units to provide both wraparound services with the support community partners and temporary housing for those experiencing homelessness in the City of Oroville; and

WHEREAS, through the utilization of the Encampment Resolution grant, American Rescue Plan Act funding from the County and the City, and various other funding sources, mentioned here by reference only, the Site, through the Homelessness Outreach and Services Team, shall serve as a first step to go beyond the provision of housing and assist individuals and families to connect to providers to graduate those experiencing homelessness out of homelessness ("Concept"); and

WHEREAS, at its meeting on May 23, 2023, the Butte County Board of Supervisors confirmed its intent to participate in the Concept and agreed to utilize American Rescue Plan Act funds in the amount of \$500,000 ("Funds") which shall assist the City in development activities, including construction, rehabilitation, and the purchase of non-congregate pallet shelter units from Pallet SPC for the property; and

NOW THEREFORE, PARTIES mutually agree to the following:

**A. Purpose**

The purpose of this MOU is to establish the roles and responsibilities of the Parties as they collaborate to further develop the Concept and is an expression of the Parties' good faith intent to enter into an agreement regarding the City's use of the funds for the Concept.

**B. Parties' Responsibilities**

1. During the term of this MOU, City, in furtherance of the development of the Concept, agrees to the following:

- Purchase 30, 100 square foot, non-congregate, climate controlled, locking pallet shelters that house up to two people per unit.
- Provide 40 congregate beds, five safe tent sites, and five safe parking spaces for those experiencing homelessness.
- Provide on the Property bathrooms, handwashing stations or bathroom sinks, access to showers, toilets, a shade tent, a food service area, waste receptacles and waste services, designated smoking area, bike storage, pet run, site lighting, access to potable water, designated area for additional programs, electrical for shelters and charging stations, all monthly utility costs, and perimeter fencing.
- Provide a privacy fence of minimum height of six feet along the west, south, and north borders of the Property.
- Provide an onsite location for Butte County Department of Employment and Social Services and Butte County Department of Behavioral Health to provide services to clients/residents.
- Provide on Site access to services and treatment by way of designated staff that link individuals experiencing homelessness to resources while in a safe and supporting environment.
- Provide a Navigation Center that offers outreach, engagement, case management, emergency and bridge housing, housing navigation, postal services, referrals to public services, shelter, food, transportation to appointments, and clothing.
- Comply with all required American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Reporting and Compliance requirements which include but are not limited to 1) identifying the amount of the total funds allocated to evidence-based interventions; and 2) reporting on project demographic distribution; and 3) providing project descriptions that include expenditures breakdown, project status and civil rights compliance. The funding for said Concept qualifies under section 2.18 Housing Support: Other Housing Assistance in the CSLFRF, 31 CFR §35.6(b)(3)(ii)(A)(1) as it is an eligible use of funding in response to the COVID19 public health emergency and its negative economic impacts.
- Comply with all County CSLFRF policies and procedures, including reporting deadlines.
- Comply with all other federal expenditure requirements.
- Comply with all federal, State, and County audit requirements.
- Actively enforce all provisions of the Conditional Use Permit, mentioned here by reference only, applicable to the Site.
- Actively investigate all code enforcement complaints related to the Site and utilize all appropriate City code and/or State law enforcement mechanisms to continually ensure the health and safety of the Site, its residents, and the surrounding area.

2. During the term of this MOU, County, in furtherance of the development of Concept, agrees to the following:

- Provide American Rescue Plan Act funds in the amount of \$500,000 to the City for development activities on the Site, including construction, rehabilitation, and the purchase of 15 pallet shelters.
- File appropriate reports to the U.S. Department of the Treasury in accordance with the CSLFRF Compliance and Reporting requirements for the funding in Concept.

The term of this agreement shall end no later than the expenditure date of the American Rescue Plan Act funding on December 31, 2026.

### **C. Modifications, Revisions, and Termination**

This MOU constitutes the entire agreement between Parties hereto, and no oral understanding not incorporated herein will be binding on any Party. This MOU may only be modified, altered, or revised, as necessary, by mutual consent of the Parties by the issuance of a written amendment, signed and dated by Parties.

If any Party determines another has violated the terms of the MOU, that Party may terminate this MOU upon 30 days' written notice.

### **D. Dispute Resolution**

Parties to this MOU agree to implement good faith efforts and promptly meet and confer to resolve disputes arising from this MOU between the lead administrators for this MOU listed in Section J.

### **E. Press Releases and Communications**

Parties agree not to issue any press releases or written communication regarding duties or performance under this MOU without the prior written approval of the other Party, which shall be timely and not unreasonably withheld. Parties shall be included when communicating with the press, television, radio, or any other form of media regarding duties or performance under this MOU. Participation of each Party in press/media presentations will be determined by each Party's public relations policies. Unless a Party directs otherwise, each Party shall make specific reference to all Parties in all communications regarding this MOU. Notwithstanding the foregoing, the Parties agree and acknowledge that they are legally required to comply with the California Public Records Act (the "CPRA") (Cal. Gov't Code section 7920.000 et seq.) and that this MOU is a public record subject to the CPR-A.

### **F. Hold Harmless/Indemnification/Liability**

Pursuant to the provisions of Section 895.4 of the California Government Code, Parties agree to indemnify and hold the other Party harmless from all liability for damage, actual or alleged, to

person or property arising out of or resulting from indemnifying Party’s acts or omissions in the performance of this MOU. In the event of third-Party loss caused by negligence, wrongful act or omission of Parties, each Party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

**G. Severability**

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU will remain in force.

**H. Counterparts**

This MOU may be executed in any number of counterparts, each of which so executed will be deemed to be an original and will together constitute one and the same Agreement.

Manual signatures may be provided by facsimile, or digitally scanned and provided by electronic mail.

**I. Notice Provision/MOU Lead Administrators**

CITY: Brian Ring  
City Administrator  
Office of the City Administrator  
1735 Montgomery Street  
Oroville, CA 95965

With copy to: Scott Huber  
City Attorney  
Office of the City Attorney  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

COUNTY: Andy Pickett  
Chief Administrative Officer  
County of Butte  
25 County Center Dr., Suite 200  
Oroville, CA 95965

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date set forth above.

**CITY:**

**COUNTY:**

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Brian Ring, City Administrator

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Tod Kimmelshue, Chair  
Board of Supervisors





## **CITY OF OROVILLE STAFF REPORT**

**TO: MAYOR PITTMAN AND COUNCIL MEMBERS**  
**FROM: KAYLA REASTER, ASSISTANT CITY CLERK**  
**RE: REVISED 2024 CITY OF OROVILLE MEETING SCHEDULE**  
**DATE: DECEMBER 19, 2023**

### **SUMMARY**

The Council may consider adopting a revised meeting schedule for the 2024 year.

### **DISCUSSION**

City Council meetings are held on the first and third Tuesdays of each month, with the ability to alter the schedule by a majority vote. The meeting dates in July, November, and December may be altered now, or at a later date, to accommodate holiday breaks. The proposed 2024 City of Oroville Meeting Schedule is attached to this Staff Report for the Council's consideration. Please note: There have been some revisions to add holidays and a couple of meetings (that were inadvertently left off).

### **FISCAL IMPACT**

None.

### **RECOMMENDATION**

Approve the revised City of Oroville 2024 Meeting Schedule

### **ATTACHMENTS**

Draft City of Oroville Meeting Schedule

## CITY OF OROVILLE MEETING SCHEDULE - 2024

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6			6	7	8	9	10			5	6	7	8	9
7	8	9	10	11	12	13	4	5	<del>13*</del>	14	15	16	17	3	4	12	13	14	15	16
14	15	16	17	18	19	20	11	12	20	21	22	23	24	10	11	19	20	21	22	23
21	22	23	24	25	26	27	18	19	27	28	29			17	18	26	27	28	29	30
28	29	30	31				25	26						24	25	31				
														31						

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6			7	8	9	10	11			4	5	6	7	8
7	8	<del>9*</del>	10	11	12	13	5	6	14	15	16	17	18	2	3	11*	12	13	14	15
14	15	16	17	18	19	20	12	13	21	22	23	24	25	9	10	18	19	20	21	22
21	22	23	24	25	26	27	19	20	28	29	30	31		16	17	25	26	27	28	29
28	29	30					26	27						23	24	30				
														30						

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6			6	7	8	9	10	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	13*	14	15	16	17	8	9	10	11	12	13	14
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OCTOBER							NOVEMBER							DECEMBER						
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- City Council (1st and 3rd Tuesday of each month at 4:00 p.m.\* AND 4:30 p.m.\*\*)  
Regular Meetings - \*Closed Session \*\* Open Session \*\*\*Public Hearings will be held at 5:15pm or later
- Planning Commission (4th Thursday of each month at 6:00 p.m. 3rd Thursday Nov.)
- Arts Commission (2nd Tuesday every other month at 4:00 p.m.) \* Asterisk indicates Housing  
 Park Commission (2nd Tuesday every other month at 5:15 p.m. ) Load Advisory Committee  
Meeting Date (held same day)
- Supplemental Benefits Fund Steering Committee (4th Wednesday of each quarter at 2 p.m)
- Housing Loan Advisory Committee (2nd Tuesday of each month at 10:00 a.m.)  
 Economic Development Loan Advisory Committee (meets on an as needed basis)
- Holiday
- Executive Committee ( meets as needed)
- Citizens Oversight Committee (4th Tuesday of each quarter at 6:00)
- Development & Public Facilities Committee (meets on an as needed basis)
- Finance Committee (meets on an as needed basis)



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM: BILL LAGRONE, CHIEF OF POLICE**

**RE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE  
RELATED TO THE ADDITION OF CHAPTER 9 SECTION 6.08.102(A) a  
DANGEROUS OR VICIOUS ANIMALS POLICY (FIRST READING)**

**DATE: DECEMBER 19, 2023**

### SUMMARY

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

### DISCUSSION

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

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

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

## **RECOMMENDATION**

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

Return to council for second reading and conduct a public hearing.

## **ATTACHMENTS**

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

# Chapter 6.08 DOGS

(All Content Displayed)

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

## 6.08.010 License.

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

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

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

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

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

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

### **6.08.020 Running at large prohibited—Exceptions.**

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

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

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

### **6.08.030 Committing nuisances prohibited.**

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

### **6.08.040 Nuisances defined.**

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

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

### **6.08.050 Abatement of nuisance.**

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

## **6.08.060 Penalties.**

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

\* See Master Fee Schedule for current amount.

## **6.08.070 Impounding of dog.**

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

## **6.08.080 Notice of impoundment.**

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

## **6.08.090 Disposition of unredeemed dogs.**

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

## **6.08.100 Enforcement of chapter.**



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

### **6.08.110 Dog kennels prohibited—Exceptions.**

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

### **6.08.120 Vicious or ferocious dogs.**

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

#### **6.08.120(A) Purpose**

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

#### **6.08.120 (B) Definitions**

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

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

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

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

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

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

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

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

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

#### **6.08.121 Investigation, confinement, seizures and impoundment.**

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

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

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

#### **6.08.122 Dangerous animals.**

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

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

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

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

#### **6.08.123 Vicious animals.**

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

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

#### **6.08.124 Destruction of vicious animal.**

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

#### **6.08.125 Determination of potentially dangerous or vicious animal – Hearing.**

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

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

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

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

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

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

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

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

1. Reserved.

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

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

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

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

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

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

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

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

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

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

#### **6.08.126 Time limit to meet requirements.**

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

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

#### **6.08.127 Dogs to be kept under control at all times.**

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

#### **6.08.128 Impoundment authorized.**

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

#### **6.08.129 Compliance required – Violation.**

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

#### **6.08.129 (A) Exception.**

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

#### **6.08.129 (B) Restriction on future ownership.**

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

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



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

#### **6.08.129 (C) Removal of designation.**

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

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

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

#### **6.08.129 (D) Permit for dangerous animal required.**

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

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

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

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

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

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

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

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

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

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

### **6.08.140 Price for dogs sold—Policy.**

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

### **6.08.150 Fees to be prescribed by resolution.**

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

**CITY OF OROVILLE**  
**ORDINANCE NO. \_\_\_\_**

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

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

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

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

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

Sections:

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

#### 6.08.120(A) Purpose

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

#### 6.08.120 (B) Definitions

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

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

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

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

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

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

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

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

#### 6.08.121 Investigation, confinement, seizures and impoundment.

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

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

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

#### 6.08.122 Dangerous animals.

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

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

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

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

#### 6.08.123 Vicious animals.

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

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

#### 6.08.124 Destruction of vicious animal.

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

#### 6.08.125 Determination of potentially dangerous or vicious animal – Hearing.

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

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

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

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

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

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

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

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

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

1. Reserved.

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

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

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



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

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

#### 6.08.126 Time limit to meet requirements.

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

#### 6.08.127 Dogs to be kept under control at all times.

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

#### 6.08.128 Impoundment authorized.

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

#### 6.08.129 Compliance required – Violation.

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

#### 6.08.129 (A) Exception.

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

#### 6.08.129 (B) Restriction on future ownership.

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

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

#### 6.08.129 (C) Removal of designation.

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

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

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

#### 6.08.129 (D) Permit for dangerous animal required.

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

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

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

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

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

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

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

**SECTION 3.** This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the City of Oroville along with the names of the members of the City Council of Oroville voting for and against same.

**PASSED AND ADOPTED** BY THE City Council of the City of Oroville, County of Butte, State of California, on this 5th day of December 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
David Pittman, Mayor  
ATTEST:

\_\_\_\_\_  
Brian Ring, City Clerk

APPROVED AS TO FORM:

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



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM: BRIAN RING, CITY ADMINISTRATOR  
PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

**RE: AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS TO  
IMPLEMENT THE OROVILLE MARKETING CAMPAIGN**

**DATE: DECEMBER 19, 2023**

### SUMMARY

The Council will consider authorizing the release of a Request for Proposal (RFP) for the next phase of promoting Oroville -- in 3 distinct areas: Business Recruitment, Tourism marketing, and building Community Pride.

### DISCUSSION

The goals of the Oroville marketing project are to develop a strategic marketing and branding plan that would attempt to redefine any misplaced negative perceptions that exist with regard to the City and to promote the City as a premier destination for tourism and economic development/job creation. North Star Place Branding conducted extensive research and provided the City with a recommended marketing plan that accurately portrays the region and one that resonates with residents, visitors, and businesses. All their recommendations but one was adopted by the Council on September 5, 2023. The recommended logo was subsequently re-designed through extensive citizen input and was adopted by the Council on December 5, 2023.

Using the city's brand standards, extensive branding research, and new logo, the creative team recommends seeking one or more firms to develop and implement a sustainable and strategic marketing program addressing the three separate categories. The existing research provides clear data and recommendations in the three areas, and the team recommends finding experts to implement external marketing and internal outreach on the City's behalf. The team considers that the most effective marketing tactics differ in the three areas – targeted industry outreach and realtor relations for business recruitment, liberal advertising plus trade show attendance for tourism, and facilitated citizen, school and group outreach to build community pride.

The RFP will be posted on the Public Purchase Web site, and will require proposals to include examples of previous work, strategies used to develop those project(s), an implementation plan to launch the strategy, and costs. The contract term will be for three (3) years. Once the proposals are submitted the team will evaluate them and return to this Council with proposed contracts.

**FISCAL IMPACT**

The future funds would come from the general fund balance

**RECOMMENDATION**

Authorize staff to issue a Request for Proposal for Business Recruitment, Tourism, and Community Pride services for the City of Oroville.

**ATTACHMENTS**

1. Draft RFP
2. Contract for professional services
3. Contract insurance requirements

## **DRAFT RFP FOR MARKETING CONSULTANTS**

### **Introduction**

The city is seeking one or more public relations firms to work with an existing creative committee and help implement a council-adopted set of marketing goals.

Oroville is developing strategies/campaigns in three areas of concentration: commercial and residential development, tourism, and community pride. The contract term will be for three (3) years. Once the proposals are submitted the team will evaluate and present to the City Council with recommendations for agreements. The city retains the option of awarding multiple contracts or not awarding any contracts at its sole discretion. Local firms are encouraged to bid.

Proposals should include:

1. Examples of previous work,
2. Strategies used to develop those projects,
3. An implementation plan to launch the strategy, and
4. Costs.

Please limit your proposals to an easily readable 30 pages, including prospectus and bios. Web links are acceptable, but there is no guarantee the reviewers will view those materials. Please include confirmation that the draft consultant contract and insurance requirements are acceptable to your firm as is or with your proposed modifications.

Bids received after **January 30, 2024** will not be considered.

### **Scope of Work**

Bidders are welcome to propose in one, two, or all three areas. Bidders should build on the city's extensive prior work described in the Background section or explain why another approach is better.

1. Residential, Industrial and Commercial, development. This marketing area is intended to bring new market-rate housing, industrial, and commercial investment to Oroville. Tactics might, but do not necessarily include:
  - a. Targeted outreach to single- and multi-family market rate housing developers. The city is not interested in affordable housing, having about 900 affordable units now available to rent or under construction. The city has no current housing outreach program.

- b. Industrial recruitment, including targeted outreach to selected biomass and wood processors, energy and other companies that can take advantage of the massive availability of nearby forest and agricultural waste, plus our hundreds of acres of vacant industrial land with abundant power, low cost water, and natural gas availability.
- c. Advertising in relevant media, direct mail, and trade show attendance dedicated to recruiting industry, retail, hotels, small business and office investment.
- d. Development of collateral materials focused on the above target markets.
- e. Development of an image library for use during advertising, public events, the Web site, and other purposes.

Please note that the city has the benefit of an economic Development Strategy circa 2014 that was focused on recruiting industrial and retail development. The data in the strategy is clearly outdated, and the City no longer has Redevelopment or an Enterprise Zone, nor does the city have many brownfield issues. However, because the city has not experienced dramatic growth since 2014, the strategy's focus areas are generally intact and the base strategies still relevant. Biomass is the newest industrial market opportunity. Staff may also have newer data and be willing to collect new data, depending on need.

For those interested in bidding on the industrial, commercial, and residential development area, staff will answer questions and offer our perspective. All information provided will also be made available to other potential bidders.

2. Tourism and visitor attraction. This area of development is intended to augment existing visitor attraction efforts already underway by Oroville's partners, including Explore Butte County, the Oroville Chamber of Commerce, the Department of Water Resources, the Feather River Recreation and Parks District, the Oroville Downtown Business Association, California Parks and Recreation, the Oroville Hospital, and others. Bidders should evaluate the following and provide strategies and material for tourism attraction:
  - a. The extent to which Oroville's contributions to the efforts of its visitor attraction partners are optimal, and ways to improve those relationships.
  - b. The extent to which Oroville should develop its own visitor attraction materials, for which the city expects the selected marketing firm to utilize the recent research and sample promotional materials provided by our previous branding consultant.
  - c. Creating a library of imagery available for use in marketing.
3. Building community pride. This area of development is intended to provide an increased sense of pride within the Oroville community while mitigating negative



perceptions. An outreach campaign is expected to take advantage of the recent research and sample promotional materials provided by our previous branding consultant. Tactics might but do not necessarily include:

- a. Outreach to schools, civic organizations, professional associations, fraternal organizations, and nonprofits in Oroville and throughout the region.
- b. Activities and programs that will increase community engagement.
- c. Development of collateral materials focused on building community pride.
- d. Local advertising and public service announcements touting local stories of success and heroism; and,
- e. Clarifying that though Oroville houses the county's criminal justice and social services functions and narratives and data points from those sources is not necessarily reflective of the Oroville community.

## Background

The city has recently spent considerable resources and has extensive survey and analytical data that identify our strengths, weaknesses, opportunities, and threats. That research, which also includes detailed action recommendations, has been adopted by the City Council, and is available to bidders on Pages 129- 450 of the September 5, 2023 City Council agenda packet at <https://www.cityoforoville.org/government/agendas-minutes/city-council-agendas-and-minutes> . Bidders are not expected to conduct additional research but should build on and help the city implement the existing recommended materials and actions. These include:

- **The New City logo, font and color scheme**, developed with considerable public input and approved by City Council. The selected contractor/contractors should use the logo in all collateral materials and all marketing campaigns. The recommended strapline is not adopted, allowing some level of creativity by the selected contractor in each area.
- **The Oroville DNA Platform Statement:**  
Target Audience: For those wanting a down-to-earth, more affordable California lifestyle,  
Frame of Reference: Oroville, the tenacious and scenic center of Butte County in the Sierra Foothills,  
Point-of-Difference: stewards of an abundance of what the rest of California prizes: water,  
Benefit: so you can reinvigorate, recreate, and relax.

- **The Brand Narrative** (intended to be used in parts as appropriate to the situation):

California has long invited folks to find themselves in the Golden State. But that generous welcome has become parched. For many, California appears unaffordable or unsustainable or worse, uninviting. But there is still a spot that can quench your thirst for California without draining your spirit or wallet. Nestled in the scenic Sierra foothills, Oroville presents California's beauty and bounty at your front door, with the mountains and beaches just a short drive away.

Think. Thrill. Thrive. Where do we do these best? Always along the water. Any body of water.

Where do you go for adventure? For relaxation? To gather family memories? We often start with water. It draws us closer.

Lake Oroville. The Feather River. Forebay. Afterbay. Streams and tributaries. There is water at every turn in Oroville. It is emblematic of this charming, emerging community in Northern California with a rich history and an enriching future.

From panning for golden nuggets to building great things (the state's tallest dam), water is always at the root of what has made this community special. Largest Salmon Hatchery in the West. Thrilling outdoor recreation. Spectacular vistas along the waterfronts and among Table Mountain wildflowers. A dynamic downtown with the historic State Theater and riverfront potential. You'll soon discover that you belong here, and this place will belong to you.

Oroville is a generous community that is quick to respond when folks are in need. It's where the West trains to handle and preserve power at Lineman's College. Where people can enjoy a sense of belonging regardless of their length of stay.

It is a place of opportunity and expertise; a diverse economy and active industrial park. Oroville affords you the professional prospects and lifestyle balance that many have thought can only exist outside the state. So bring your job or find one here. Where else can you finish your work day and within minutes get on, in or along any number of favorite waterways to reinvigorate and relax?

We are stewards of great resources and each other in Oroville. We invite you to be in the moment here. Your moment. We invite you to find yourself belonging along our water.

- **Recommended action strategies** more or less in sequence:
  - Assign a brand leader – the city will consider advice from bidders on whether the brand leader should be a staff member or contractor.

- Create a branded PowerPoint presentation for multiple audiences in each area of focus.
  - Identify consumer touchpoints and brand them.
  - Develop branded merchandise.
  - Brand digital and social media.
  - Engage city employees with the brand.
  - Build community pride with the brand.
  - Create cost-effective brand signage (e.g., entryways, City owned assets, wayfinding, etc.).
  - Pursue and capitalize on public-private partnerships, including Explore Butte County and the Oroville Economic Alliance.
  - Demonstrate the benefits of economic development and provide recruitment materials.
  - Show local businesses how the brand can work for them, including with joint collateral materials.
  - Invite and inspire visitors with advertising and collateral material.
- **A 2-YEAR Recommended Marketing Strategy** with 3 potential budgets, including:
    - Target audiences and outreach
    - Key messages
    - Sequenced brand rollout and education
    - Reactivate the Oroville Economic Alliance
    - Downtown activities and collaborations
    - Partnerships with schools
    - Targeted advertising and trade show attendance.
    - Ongoing awareness and thought leadership.
    - Conservative, moderate, and robust budgets to choose from
    - A feedback loop with suggested measurements.

Bidders are free to propose a 3-year budget and strategy to match the planned 3-year contract.

- **The 2014 CDBG-funded Economic Development Strategy** described above. Copy available upon request.
- .An older “**Merlot Messaging Compass**” circa November 2013 with research, information, and recommendations similar to the current Brand Strategy. Copy available upon request.

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of \_\_\_\_\_ by and between the **City of Oroville**, a municipal corporation (“City”) and \_\_\_\_\_) (“Consultant”).

**RECITALS**

- A. Consultant is specially trained, experienced and competent to provide the services as required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to provide administrative and technical series relating to the completion of the Housing Element Annual Report for year 2016, that includes additional reporting required pursuant to SB-341-Health and Safety Code 34176.1(f).

**AGREEMENT**

- 1. SCOPE OF SERVICES. The Consultant shall furnish but are not limited to the following services in a professional manner:
  - a. **tbd.**
  - b. **tbd.**
  - c. **tbd.**
- 1. TIME OF PERFORMANCE. **tbd.**
- 2. COMPENSATION. Compensation to be paid to Consultant is set forth as follows:  
**In no event shall Consultant’s compensation exceed the amount of**

**Agreement No.**

\_\_\_\_\_, **without additional written authorization from the City.** Payment by City under this agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

4. METHOD OF PAYMENT. Consultant shall invoice to City describing the work performed. Consultant's invoice shall include a brief description of the services performed, the dates the services were performed, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made for services until the final work under this Agreement has been accepted by the City.
5. EXTRA WORK. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. TERMINATION. This Agreement may be terminated by the City immediately as provided in section 1 or for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. OWNERSHIP OF DOCUMENTS. All plans, studies, documents and other writings

prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

8. LICENSING OF INTELLECTUAL PROPERTY. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures,

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

10. LOBBYING

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

11. CONSULTANT'S BOOKS AND RECORDS.

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

relating to charges for services, expenditures and disbursements charged to City for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, Housing and Urban Development (HUD), California State Housing and Community Development (HCD), the Inspector General or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement for a period of (5) five years or longer, from the date of termination or completion of this agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and



that the records and documents be maintained by City Hall.

12. INDEPENDENT CONTRACTOR. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
13. INTEREST OF CONSULTANT. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
1. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
  2. possess no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

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

expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.

- 19. NOTICES. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **Bill LaGrone City Administrator**  
**City of Oroville**  
**1735 Montgomery Street**  
**Oroville, CA 95965-4897**

If to Consultant:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. DISCRIMINATION ACTS AND ASSURANCES The Consultant during the performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.
32. SECTION 3 REQUIREMENTS The work to be performed under this Agreement is on a project assisted under a program assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project. The

parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFG Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements. The City at direction from the State, will take appropriate action pursuant to this agreement upon a finding that the Consultant or its subcontractor(s) is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.

33. NONDISCRIMINATION CLAUSE. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) And the applicable regulations promulgated thereunder (California Code of Regulation, Title 2, Section 7258.0 et. seq.) The applicable regulations of the Fair Housing Commission implementing the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligation under this clause to labor organizations with which they may have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

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

Furthermore:

- a. Consultant shall take affirmative action to insure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.
- c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex,



color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.

35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this Agreement either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or the City in securing the goods or services hereunder shall be borne and paid for by the Consultant and by their surety under performance bond, if any, and, in addition to other remedies, the State of California and the City may deduct from any monies due or that thereafter become due to the Consultant the difference between the price named in the particular agreements and the actual cost thereof to the State of California and the City.
36. COMPLIANCE WITH LABOR CODE OF STATE OF CALIFORNIA Pursuant to the provisions of Section 3700 of the Labor Code, Consultant will require every employer to be insured against liability for workman's compensation, or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of a particular agreement. Furthermore, Consultant shall also provide evidence of

workmen's compensation insurance, unemployment insurance and disability insurance to cover all of Consultant's employees.

37. THE CIVIL RIGHTS ACT, HCD, AGE DISCRIMINATION AND REHABILITATION

ACTS ASSURANCE During the performance of this Agreement the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.

38. THE TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS ASSURANCE OF COMPLIANCE

a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Agreement will comply with the provisions of said Section

3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- c. The Consultant will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other agreement or understanding, if any, a notice advertising the said labor organization or worker's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the

applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. STATE NONDISCRIMINATION CLAUSE

- a. During the performance of this Agreement, Consultant and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. This Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this

agreement.

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

**CITY OF OROVILLE**

\_\_\_\_\_  
Mayor, David Pittman

**CONSULTANT**

\_\_\_\_\_  
Principal, \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

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

By: \_\_\_\_\_  
Assistant City Clerk, Kayla Reaster

Attachments

“A” Insurance Requirements

**INSURANCE REQUIREMENTS FOR CONSULTANTS**  
**City of Oroville**

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

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

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

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

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

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

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

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

All Policies.

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

Any deductible or self-insured retention of \$100,000 or more will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

2020





## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM: FRED MAYO, DIRECTOR OF PUBLIC WORKS**

**RE: PRESENTATION OF AIRPORT UPDATE AND REQUEST TO MODIFY CONTRACT BETWEEN THE CITY OF OROVILLE AND JENCO AVIATION**

**DATE: DECEMBER 19, 2023**

### SUMMARY

Staff will provide an update as requested by Council, on the status of the airport for 2023 including timeline for upcoming projects, potential for growth opportunities and Jennifer Anderson, DBA JenCo Aviation, will provide an update on operations of the FBO at Oroville Airport. Additionally, Council is requested to approve changes to the contract between JenCo Aviation and the City of Oroville following a review of the contract by staff and City Attorney.

### DISCUSSION

As requested by City Council, staff will provide an update as outlined above, to include future projects, potential growth opportunities for existing ground leases as well as new construction.

Additionally, following a review of the contract between the City of Oroville and JenCo Aviation, it has been determined that changes to the contract are necessary regarding the fueling operations through the use of a Jet A refueler purchased by JenCo Aviation, due to the City's truck being antiquated and deemed inadequate by the City's fuel provider EPIC Aviation Fuels. Staff is requesting JenCo Aviation be provided a monthly stipend to offset the cost of the truck and that the City cover the costs of the maintenance related to filter and hose changes for the Jet A dispenser system. Also, changes to the language for responsibility of utilities for the FBO to include garbage removal (not including large or hazardous items), water and sewer (sewer is already provided by the City for the FBO building).

### FISCAL IMPACT

The Airport Fund would cover the cost of the stipend and maintenance items. The stipend is recommended to be \$650 per month and it is anticipated that the maintenance (replacement hoses and filters) would be approximately \$500 annually on average. Hoses are required to be changed every 10 years and filters are required to be changed annually at minimum. Also, costs associated with the added utilities listed above.

**RECOMMENDATION**

Accept update for information and approve the changes to the contract between JenCo Aviation and the City of Oroville to include all utilities at FBO, the stipend for the fuel truck, and costs associated with maintenance of the portion of the truck that dispenses fuel to jet aircraft.

**ATTACHMENTS**

Airport update Power point presentation; and  
Edited contract between JenCo Aviation and the City of Oroville.

**AMENDMENT TO AGREEMENT BETWEEN  
THE CITY OF OROVILLE AND JENNIFER ANDERSON DBA JENCO AVIATION  
(Agreement No. 3485)**

This First Amendment (“First Amendment”) dated December 5, 2023, is to the Agreement (“Agreement”) between the City of Oroville and Jennifer Anderson dba JenCo Aviation (“Lessee”) for Fixed Base Operator Services at the Oroville Airport. In consideration of the terms and conditions herein, the City of Oroville and Lessee agree that Agreement shall be amended as follows:

1. Section 3.03 shall be replaced with the following language: “Rental of Hangar Buildings: The Lessor agrees to pay the Lessee a monthly stipend, totaling the monthly rent of the G & H hangar buildings for the first year. JenCo Aviation profit and loss will be reviewed annually, and the monthly stipend will remain the same or be increased as necessary.”
2. Section 3.07 shall be replaced with the following language: “Utilities: Lessor shall pay one-hundred percent (100%) of electric, gas, garbage and other utility services to the leased buildings.”
3. Section 5.13 shall be replaced with the following language: “Fixed Base Operator (FBO) Service to the Public: Lessee may provide aviation services to the public, including: minor and major service and mechanical work on aircraft, flight instruction and training, student aircraft rentals, scenic tours, aviation accessory sales, vending machine sales and radio, electronic or other avionics equipment sales, car rental, shuttle or hotel reservations, and air shows, fly-ins, or other aviation events, but shall not otherwise provide any other commercial or public services, either profit or nonprofit at the premises without written consent of Lessor. Lessee shall manage tie-down and hangar building leases/rentals as shown in Exhibit A. Lessee may sell Jet A fuel on behalf of the City using Lessee’s own fueling truck. Lessor shall pay Lessee \$650 per month for the use of Lessee’s fuel truck, as well as pay for the fuel truck’s replacement filters and hoses, as required. In addition, the Lessee will receive a fuel flowage fee of 50% of the net profit per gallon from Jet A fuel sold through the full-service Jet A truck.
4. Conflicts between the Agreement and this First Amendment shall be controlled by this First Amendment. All other provisions within the Agreement shall remain in full force and effect.

///  
///  
///

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

**CITY OF OROVILLE**

**JENNIFER ANDERSON DBA JENCO AVIATION**

By: \_\_\_\_\_  
David Pittman, Mayor

By: \_\_\_\_\_  
Jennifer Anderson

APPROVED AS TO FORM:

ATTEST:

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

By: \_\_\_\_\_  
City Clerk

**OROVILLE CITY COUNCIL  
RESOLUTION NO. 9198**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND  
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE LEASE  
AGREEMENT BETWEEN THE CITY OF OROVILLE AND JENNIFER ANDERSON**

**(Amended Agreement No. 3485)  
First Amendment**

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

- 1. The Mayor is hereby authorized and directed to execute an amendment to the agreement between the City of Oroville and Jennifer Anderson dba JenCo Aviation. A copy is attached hereto as Exhibit "A".
- 2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on December 5, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Kayla Reaster, Assistant City Clerk

# Oroville Municipal Airport

Cody Nissen  
Airport Manager

# Oroville Municipal Airport Highlights

- 1. Fuel sales
- 2. Airport Manager Responsibilities
- 3. Recent and Upcoming Airport Inspections
- 4. Planned Future Capital Projects/Improvements
- 5. Public Safety Utilization
- 6. Airport Operations
- 7. Airport Marketing/Potential Use
- 8. FBO Update (Fuel, Maintenance Activities, Flight Instruction, Community Events)



# Oroville Municipal Airport Fuel Sales 2023





# 100 LL AVGas Sales 2023

- January 922.5G
- February 1160.7G
- March 693.5G
- April 1988.4G
- May 2224.4G
- June 1640.6G
- July 2887.3G
- August 3028.3G
- September 3133.2G
- October 1766.4G

# Jet A Fuel Sales 2023

- January 777.2G
- February 195.2G
- March 661.1G
- April 1486.1G
- May 1462.2G
- June 1334.4G
- July 809.3G
- August 1581.2G
- September 2113.5G
- October 719.2G

# Airport Manager - Typical Responsibilities

- Currently finalizing agreement with FAA for Flight Check of calibration of VGSI / PAPI fixtures on runways 13/31 and 02/20. This has been a very long and tedious process
- FAA grant billing through Delphi invoicing
- Environmental impacts following jet excursion off RW 02
- Hangar reassignments
- Ground lease expirations
- Security of facility, perimeter and fueling system
- FOD and lighting inspections / repairs



## Typical tasks cont'd

- Preparation for upcoming projects through coordination with engineering consultant
- Implement short and long term goals of the Council

# Inspections for 2023

- EPIC Aviation Fuels inspection 09/27/23
- Cal-Trans Division of Aeronautics inspection 11/08/23
- PAPI Flight Check (pending).

# Future projects through ACIP

- FY-24- Design / Construct: Crack seal main ramp near FBO
- FY-24- Design / Construct: Crack seal taxiway
- FY-25- No projects planned. Time used for design of FY-26 projects
- FY-26- Develop new tee hangar taxilane site. (Collector Taxiway 35' x 265', tee hangar taxilane 2@ 25' x 340')
- FY-27- Design phase to reconstruct and realign taxiway "S" and apron (golf course taxiway). FAA standards do not allow direct access from an apron to a runway.
- FY-27- Design phase to rehabilitate runway 02/20 and runway lighting system

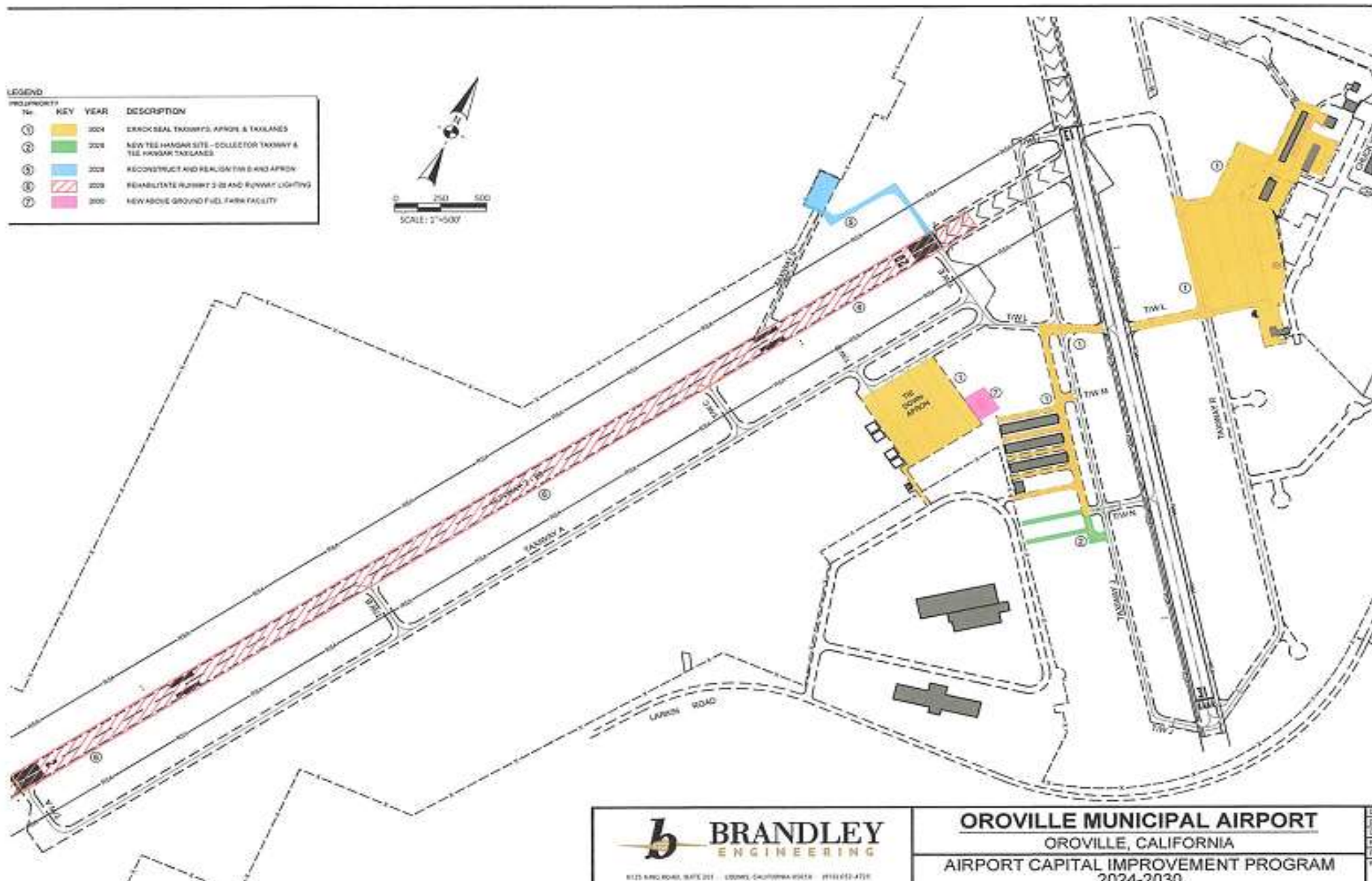


# Future projects through ACIP cont'd.

- FY-28- Construction of realigned taxiway “S” and apron (golf course taxiway and tie-down)
- Taxiway 25’ x 640’ / aprons 25,100 Sq. Ft.
- FY-29- Construction to rehabilitate runway 02/20 and Runway Lighting System
- Runway 02/20 100’ x 6,020’
- FY-30- Design / Construct new aboveground fuel farm facility near south ramp (subject to change)

**LEGEND**

PRIORITY	KEY	YEAR	DESCRIPTION
1	[Yellow Box]	2024	CRACK SEAL TAXIWAYS, APRON & TAXILANES
2	[Green Box]	2024	NEW TIE HANGAR SITE - COLLECTOR TAXIWAY & TIE HANGAR TAXILANES
3	[Blue Box]	2024	RECONSTRUCT AND REALIGN TIE B AND APRON
4	[Red Hatched Box]	2024	REHABILITATE RUNWAY 2 (B) AND RUNWAY LIGHTING
5	[Pink Box]	2025	NEW ABOVE GROUND FUEL TANK FACILITY



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**OROVILLE MUNICIPAL AIRPORT**  
 OROVILLE, CALIFORNIA  
 AIRPORT CAPITAL IMPROVEMENT PROGRAM  
 2024-2030













# Airport Emergency / Public Safety Use

- At times of immediate need the airport south ramp has become a “Hellitack Base” at a moments notice for Cal-Fire operations including contract “Call-When-Needed” helicopters
- The Airport Manager will work to update and strengthen contracts with Cal-Fire and USFS so that these contracts are in place and robust in times of immediate need. This streamlines the operational and financial processes to save precious time in an emergency.



# Public Safety



# Regional Jet operations





# Regional Jet Operations cont'd



# Airport Operations 2023

## Data from MotionInfo

- **\*\*Each take off is an operation and each landing is an operation\*\***
- Jan 2023                    560
- Feb 2023                    456
- Mar 2023                    390
- Apr 2023                    268
- May 2023                    659
- June 2023                   706
- July 2023                    825
- Aug 2023                    697
- Sep. 2023                   595



# Ground lease options / interest

- BCMVCD has expressed interest in expansion
- Regained interest in AFC building 250 Airport Parkway which may augment into future helicopter training options
- Interest in a new ground lease for a 6,000' to 10,000' hangar for an expansion of a business from out of town with manufacturing job creation related to aviation. Currently have their products on approximately 11,000 helicopters worldwide.
- Airport Manager will be investigating the feasibility of charging stations and additional interests to attract EVTOL aircraft future operations.

# Immediate and future

- FBO main hangar bay roof resealing
- Auction / sell old fuel truck
- Fuel card reader kiosk upgrade / replacement with cellular unit (pending)
- Fiberoptic line ran to airport due to inadequate phone / internet service

# QUESTIONS ON AIRPORT OPS?





# FBO / JenCo Aviation



# FBO owned JetA refueler truck

Jet A refueler truck purchased by FBO at their expense from EPIC Fuels. City's truck is antiquated and keeping it in service would have rendered our fuel service inspection score unsatisfactory by EPIC Fuels (our fuel provider)





# Refueler dispensing options

Refueler tuck is able to dispense fuel through high flow or low flow hand nozzles (similar to typical gas station), or “single point” connection (desired by nearly all jet aircraft) as there are minimal opportunities for contamination, spillage or misfuelling.



# Refueler Truck Operations





# Flight Instruction Services

- 6 biennial flight reviews (required every 2 years to keep license current)
- Approximately 100 hrs. of in flight instruction
- Approximately 100 hrs. of “ground school”



# Maintenance activities summary 2023

- 5 fixed wing annual inspections performed
- Oil changes
- Magneto changes
- Tire changes
- Overhauling helicopter components

# Helicopter component rebuild in process





# Helicopter engine removed for overhaul





# Community involvement



# Community Involvement cont'd

- Sutter Butter “99’s” which is a larger womens only flying club plans to hold their 2024 annual convention at the Oroville Airport
- Plan to offer a few elementary school tours for 2024
- JenCo fly-in event for spring 2024 (date TBD)
- KOVE is “base of operations” for Northen Extreme Helicopters which is a seasonal “call-when-needed” firefighting helicopter operation



# JenCo Fly-in 2023

**OROVILLE FBO IS OPENING!**  
**JOIN OUR FLY IN TO CELEBRATE**  
**APRIL 23RD 2023**

MANY UNIQUE AIRCRAFT ON DISPLAY  
FOOD AND REFRESHMENTS  
RAFFLE PRIZES AND MORE

10AM-2PM  
Oroville Municipal Airport  
225 Chuck Yeager Way, Oroville CA  
Follow @orovillefbo for updates!



# JenCon Fly-In event 2023









# Challenges

- Due in large part to perceived economic uncertainty, recreational flying has slowed in recent years. Many of the aircraft based in Oroville and / or that use Oroville for training are small single engine aircraft owned by typical people that face financial decisions that affect their hobbies (one of which may be flying). With aviation fuel averaging \$6.50 per gallon within a 50 mile radius of Oroville (as of 11/15/23) and the rate of fuel consumed by these aircraft, many people are more reluctant to fly unnecessarily.

-

# QUESTIONS ON FBO OPS?





## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM: BRIAN RING, CITY ADMINISTRATOR**

**RE: PUBLIC HEARING - CONTINUED FROM DECEMBER 5, 2023 -  
FEATHER RIVER RECREATION AND PARK DISTRICT NEXUS  
FEE STUDY AND PROPOSED FEE INCREASES**

**DATE: DECEMBER 19, 2023**

### SUMMARY

The Council shall continue the public hearing which began at its December 5, 2023 Regular Council meeting with regard to consideration of adopting the Feather River Recreation and Park District Park Impact Fee Nexus Study along with an eight-year phased in approach to implement the new Park impact fees.

### DISCUSSION

Feather River Recreation and Park District (“District”), a local special district responsible for providing park and recreational facilities recently conducted a Park Impact Fee Nexus Study (“Study”). The City Municipal Code authorizes the imposition of said fees on new development, which enables the District to fund the acquisition and development of additional park facilities to mitigate the impact caused by the new development. The Study, completed in March of 2023, is proposing to adjust fees for the first time since 2003.

The Study is proposing that fees be adjusted in the following manner:

- Single-Family Housing – proposed to go from \$1,196/dwelling unit to \$5,486;
- Multi-Family Housing - proposed to go from \$1,063/dwelling unit to \$4,615; and
- Mobile Homes - proposed to go from \$963/dwelling unit to \$4,672.

Given the fact that an increase hasn’t taken place in approximately 20 years, the increases in fees are significant (358% for single-family, 334% for multi-family and 489% for mobile homes). Given that fact, the District is proposing to phase in these increases evenly over an 8 year period. In addition, the District is proposing a 2% annual inflationary increase, to assist in keeping the District more current with respect to costs.

The District would also like to amend the language in section 3.32.115 of the City Municipal Code, cleaning up the existing language.

This public hearing began at the regularly scheduled December 4, 2023 City Council meeting, and was continued to the December 19, 2023 regular City Council meeting.

**FISCAL IMPACT**

There is no fiscal impact on the City.

**RECOMMENDATION**

Continue the public hearing until March 19, 2024.

**ATTACHMENTS**

1. Nexus Fee Study
2. Feather River Recreation and Park District impact fee nexus study presentation
3. Proposed amendments to section 3.32.115 of the City Municipal Code.
4. Resolution and Exhibit A



# FEATHER RIVER RECREATION AND PARK DISTRICT

## PARK IMPACT FEE NEXUS STUDY

MARCH 2023  
FINAL REPORT

PREPARED FOR:

**BOARD OF DIRECTORS  
FEATHER RIVER RECREATION AND PARK DISTRICT**

PREPARED BY:

**SCI Consulting Group**

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FAX 707.430.4319  
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## FEATHER RIVER RECREATION AND PARK DISTRICT

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### BOARD OF DIRECTORS

Shannon DeLong, Chair

Scott Kent Fowler, Vice-Chair

Clarence Sonny Brandt, Director

Devin Thomas, Director

Greg Passmore, Director

### INTERIM GENERAL MANAGER

Victoria Anton Teague

### BUSINESS MANAGER

Deborah Peltzer

### IMPACT FEE CONSULTANT

Blair Aas, Director of Planning Services

SCI Consulting Group



## ACKNOWLEDGMENTS

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This Park Impact Fee Nexus Study was prepared by SCI Consulting Group ("SCI") under contract with the Feather River Recreation and Park District. The work was accomplished under the general direction the General Manager for the District.

We want to acknowledge the special efforts made by individuals and organizations to this project:

Shawn Rohrbacker, formerly with Feather River Recreation and Park District  
City of Oroville  
County of Butte  
Land Image Landscape Architects and Planners

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## EXECUTIVE SUMMARY

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### INTRODUCTION

Since 2003, the City of Oroville (“City”) and the County of Butte (“County”), on behalf of the Feather River Recreation and Park District (“District”), have imposed a park impact fee on new residential and nonresidential development within the service area of the District. The purpose of the park impact fee is to fund the one-time cost of expanding the District’s parks and recreational facilities in order to meet the impact of new residential development.

This Park Impact Fee Nexus Study (“Nexus Study”) was prepared pursuant to the “Mitigation Fee Act,” as found in Government Code § 66000 et seq. The purpose of this Nexus Study is to establish the legal and policy basis for the imposition of a new park impact fee program on new residential development. For purposes of this Nexus Study, “parks” shall mean mini-parks, neighborhood parks, and community parks. The term “recreational facilities” shall mean, but not be limited to, playground equipment, fields, courts, shade structures, and restroom buildings.

In order to impose such fees, this Nexus Study will demonstrate that a reasonable relationship or “nexus” exists between new development and the need for additional parks and recreational facilities within the District as a result of new development. More specifically, this Nexus Study will present findings in order to meet the **substantive requirements** of the Act, which are as follows:

- Identify the **purpose** of the fee.
- Identify the **use** to which the fee is to be put. If the use is funding public facilities, the facilities must be identified. Identifying the public facilities may be a broad class of projects<sup>1</sup> or made by reference to a capital improvement plan, made in applicable general or specific plan requirements, or made in other public documents<sup>2</sup>.
- Determine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed (“**benefit relationship**”).
- Determine how there is a reasonable relationship between the need for parks and recreational facilities and the type of development project on which the fee is imposed (“**impact” or “need” relationship**”).

---

<sup>1</sup> According to Government Code § 66000(b) and validated by Homebuilders Association of Tulare/Kings Counties, Inc. v. City of Lemoore in 2010.

<sup>2</sup> According to Gov’t Code Section 66001(a)(2).

- Determine how there is a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed (“**rough proportional relationship**”).

Additionally, the Act specifies that the fee shall not include costs attributable to existing deficiencies in public facilities but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with the general plan.

Since the Act also prohibits development impact fees from funding existing deficiencies in public facilities, the fees must be used to fund only new or expanded parks and recreational facilities that add to the District’s park and recreational service capacity.

The use of fee proceeds for rehabilitating existing parks and recreational facilities is limited in that they may only cover the portion of an improvement that expands service capacity. For example, suppose the District planned to replace a shade structure with an existing park with a significantly larger shade structure. In that case, park impact fee proceeds could fund the portion equal to the percentage increase in the square footage of the larger shade structure or by another reasonable measurement of facility capacity. (See Figure 9 9 for more information.)

#### METHODOLOGY / APPROACH

To establish the park impact fee program consistent with the **substantive requirements** of the Act, this Nexus Study utilizes a districtwide, per capita standard-based methodology. A standard-based method is the most used method for the calculation of park impact fees. It was also upheld by the Homebuilders Association of Tulare/Kings Counties, Inc. v. City of Lemoore in 2010. Under this method, the cost components are based on the District’s existing level of service (“LOS”) standards and defined on a per capita basis. Total per capita costs are then applied to three residential land uses according to their respective dwelling unit occupancy factor to establish a cost/fee per new dwelling unit.

It is important to note that the level of development in the District does not directly influence the maximum park impact fee determined by this Nexus Study. The park impact fee is determined with an open-end approach based on the District’s level of service standards rather than a definite facility plan and a definite level of future development. Therefore, if the actual level of development is significantly higher or lower rate than projected, no revision of the park impact fee program would be necessary.

The Nexus Study also details the **procedural requirements** for adopting the Nexus Study and updated park impact fee program (“fee program”). Also, the Act contains specific requirements for the **annual administration** of the fee program. These statutory requirements and other important information regarding the imposition and collection of the fee are provided in the last two sections of the Nexus Study.

**SUMMARY OF KEY FINDINGS**

The following key findings are presented:

1. Park impact fees are needed to ensure that the District can develop park and recreation facilities and improvements needed for the resident and nonresident employee growth created by new development in the communities served by the District.
2. On behalf of the District, the City for the incorporated area of the District, and the County for the unincorporated areas of the District, currently imposes the following park impact fees on new residential development in the District.

**FIGURE 1 – CURRENT PARK IMPACT FEE SCHEDULES**

Land Use Category	Unit <sup>1</sup>	FRRPD Unincorporated Area Park Impact Fee (2003) <sup>2</sup>	FRRPD Incorporated Area Park Impact Fee (2008) <sup>3</sup>
Single-Family Detached Housing	DU	\$1,106	\$1,196
Single-Family Attached Housing	DU	\$1,090	\$1,160
Multi-Family Housing	DU	\$870	\$1,063
Mobile Home	DU	\$867	\$793
Accessory Dwelling Unit		----- See Note 4 -----	

Notes:  
<sup>1</sup> DU means dwelling unit.  
<sup>2</sup> Current park impact fee imposed by the County on behalf of the District in the unincorporated area of the District.  
<sup>2</sup> Current park impact fee imposed by the City on behalf of the District in the incorporated area of the District.  
<sup>4</sup> Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

3. According to the County General Plan, the City General Plan, and the District's Master Plan, the goal is to provide 5.0 acres of neighborhood parks and community for every 1,000 residents.
4. Based on the District's current population and park acres, the District's existing level of service is 2.91 acres of developed parks for every 1,000 residents.
5. Consistent with the Act's nexus requirements, this Nexus Study demonstrates a reasonable relationship between new development, the amount of the proposed fee, and parks and recreational facilities funded by the fee.
6. The District may approve, and the City and County may adopt the fees in Figure 2 at or below the maximum levels determined by this Nexus Study. If the District and the City or the County choose to adopt lower fees, the adopted fee for each land use category must be reduced by the same percentage.

**FIGURE 2 – MAXIMUM DISTRICTWIDE PARK IMPACT FEE SCHEDULE**

Land Use Category	Unit <sup>1</sup>	Maximum Park Impact Fee <sup>2</sup>
Single-Family Housing	DU	\$5,486
Multi-Family Housing	DU	\$4,615
Mobile Homes	DU	\$4,672
Accessory Dwelling Unit	See Note 3	

Notes:

<sup>1</sup> DU means dwelling unit.

<sup>2</sup> See Figure 8.

<sup>3</sup> Pursuant to Govt. Code § 65852.2(t)(3)(A), the park impact fee for an accessory dwelling unit shall be imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.



### SUMMARY OF KEY RECOMMENDATIONS

Based on the findings presented in the Nexus Study, the following key recommendations are presented:

1. The park impact fee should be adopted in accordance with Government Code Sections 66016, 66017, and 66018.
2. The District and the County should comply with the annual reporting requirements under Government Code § 66006(b).
3. Following the fifth fiscal year after the first deposit of fee revenue and every five years thereafter, District and the County should comply with the reporting requirements under Government Code § 66001(d).
4. The cost estimates presented in this Nexus Study are in January 2023 dollars. The park impact fee should be adjusted automatically without further action by the District Board, the City Council, or the County Board of Supervisors on the first day of each fiscal year by the net percentage change during the preceding calendar in the Engineering News-Record Construction Cost Index or its successor publication.
5. This Nexus Study and fee program must be updated at least every eight years. The next Nexus Study update is due no later than January 1, 2031.
6. A fee credit must be given for demolished existing dwelling units as part of a new development project to comply with the Act and recent court decisions.

## EXISTING PARK AND LEVEL OF SERVICE STANDARDS

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This Nexus Study utilizes a per capita-standard-based methodology to determine the park impact fee because the need for and demand for park and recreational services is driven by its service population. Using this open-ended approach, park and recreational facility costs are reduced to a cost per capita based on the District’s existing LOS standards for such facilities. This section first determines the District’s LOS standard for park and recreational facilities. Then, the per capita cost for park and recreational facilities for the District is established based on their respective LOS standard and the estimated parkland acquisition and development cost per acre.

### CURRENT AND PROJECTED DISTRICT POPULATION

Figure 3 presents the District’s current and projected population through 2040 for the census-designated places that generally cover the boundaries of the District.<sup>3</sup> The District’s current population was determined using the U.S. Census Bureau’s 2020 American Community Survey 5-Year Estimate. The District’s 2040 population was projected based on the District’s historical annual growth rate of 1.10% or about 175 to 200 housing units per year.

As shown below, it is estimated that the District’s population, as of January 2023, is approximately 9,470. It is projected that the District will grow by 9,470 residents to a household population of 52,976 by 2040.

**FIGURE 3 – CURRENT AND PROJECTED DISTRICT POPULATION**

Population Projection	2023	2025	2030	2035	2040	Growth 2023 thru 2040
Feather River RPD	43,506	44,469	46,969	49,610	52,976	9,470

Source: 2020 U.S. Census ACS-5-Year Estimate

Certainly, arguments can be made for higher or lower population growth. However, the projected population growth and fee revenue are merely estimates for planning purposes. The maximum park impact fee determined by this Nexus Study does not depend upon the timing and level of development.

<sup>3</sup> The District’s boundaries include the City of Oroville and the census-designated places of Palermo, South Oroville, Thermalito, Bangor, Berry Creek, Cherokee, Clipper Mills, Forbestown, Honcut, and Rackerby.

**LEVEL OF SERVICE STANDARDS**

Figure 3 below summarizes the District’s existing and master plan level of service standards for developed neighborhood and community parks.

**FIGURE 3 – LEVEL OF SERVICE STANDARDS**

Type of Park	Existing District Facilities	Level of Service ("LOS") Standard per 1,000 residents		
		District Master Plan	Existing	Nexus Study
	<u>Acres</u>	<u>(Acres per 1,000 Residents)</u>		
Neighborhood Parks	24.85	2.00	0.58	0.58
Community Parks	101.64	3.00	2.36	2.36
<b>Total</b>	<b>126.49</b>	<b>5.00</b>	<b>2.94</b>	<b>2.94</b>

Source: Feather River Recreation and Park District

**DISTRICT PARK INVENTORY**

According to the District’s Master Plan, neighborhood parks typically range from 5 to 10 acres and have a service area of ½ mile. They provide a common outdoor space for neighbors to socialize, play and exercise, observe nature, participate in sports, take a leisurely stroll, or even a nap. Parks may be developed for active and passive recreation activities that accommodate a wide variety of users. They are often considered the heart of the neighborhood. Community parks typically range from 10 to 100 acres and have a service area of 1.5 miles. Community parks have larger recreational facilities intended to serve broad base community-wide needs. Their focus is meeting the recreational needs of several neighborhoods and large sections of the community. They allow for large group activities and offer recreational opportunities not available at neighborhood parks. Community parks are often developed for both passive and active recreational activities.

The District has six developed neighborhood or rural parks and four developed community parks totaling 126.49 acres, or 2.91 acres for every 1,000 residents. However, the District’s Master Plan standard for developed parks is 5.0 acres per 1,000 residents. Therefore, to accommodate the anticipated population growth of 52,976 new residents by 2040, an additional 27.56 acres of developed park area will be required to maintain its existing level of service, and 61.12 additional acres are needed to achieve the 5 acres per 1,000 resident standard.

To achieve their adopted Master Plan goal, the District will need to fund existing development share of needed parks and any other improvements not identified with other funding sources. Other potential sources of funds include, but are not limited to, a general obligation bond measure, state and federal grants, the District's general fund, and existing or new special tax and assessment proceeds, if allowable.

## PER CAPITA COST COMPONENTS

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The Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the amount of the fee and the cost of park and recreational facilities attributable to the new development on which the fee is imposed. This section presents the calculation of the total cost per capita for developed parks based on the District’s existing level of service for such facilities.

### PARKLAND ACQUISITION COST PER CAPITA

Figure 4 below calculates the per capita cost of acquiring new parkland for new parks in the District. As presented, the 2.91 acres per 1,000 population existing standard is multiplied by the estimated average land acquisition cost of \$138,000 per acre to arrive at a per capita cost.

**FIGURE 4 – PARKLAND ACQUISITION COST PER CAPITA**

Cost Component	Acres per 1,000 Population <sup>1</sup>	Acres per Capita <sup>1</sup>	Average Land Acquisition Cost per Acre <sup>2</sup>	Cost per Capita
Calc	a	b = a / 1,000	c	d = b * c
Neighborhood Parks	0.57	0.00057	\$138,000	\$78.66
Community Parks	2.34	0.00234	\$138,000	\$322.92
<b>Total District</b>	<b>2.91</b>	<b>0.00291</b>	<b>\$138,000</b>	<b>\$401.58</b>

Source: Feather River Recreation and Park District

Notes:

<sup>1</sup> Based on District’s existing level of service. See Figure 3.

<sup>2</sup> Based on \$121,000 per acre from City of Oroville Development Impact Fee Update Study, December 2020 and adjusted the 14% change in the median home price in Oroville since December 2022.

## PARK DEVELOPMENT COST PER CAPITA

Figure 5 below calculates the per capita cost of developing new parks in the District. As presented, the 2.91 acres per 1,000 population existing standard is multiplied by the estimated average per acre cost for park development to arrive at a per capita cost. The average park development cost per acre represents the weighted average construction cost per acre (in 2023 dollars) for neighborhood and community parks. Besides those listed for typical parks in Appendix A, other facilities, such as aquatic and community use facilities, are excluded.

**FIGURE 5 – PARK DEVELOPMENT COST PER CAPITA**

Cost Component	Acres per 1,000	Acres per	Average	Cost per
	Population <sup>1</sup>	Capita <sup>1</sup>	Development	Capita
Calc	a	b = a / 1,000	c	d = b * c
Neighborhood Parks	0.58	0.00058	\$483,000	\$280.14
Community Parks	2.36	0.00236	\$488,000	\$1,151.68
<b>Total District</b>	<b>2.94</b>	<b>0.00294</b>	<b>\$487,000</b>	<b>\$1,431.82</b>

Source: Feather River Recreation and Park District

Notes:

<sup>1</sup> Based on District's existing level of service. See Figure 3.

<sup>2</sup> See Appendix A. Weighted based on existing level of service. Rounded to the nearest thousand.

## DETERMINATION OF THE PARK IMPACT FEE

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This section presents the calculation of the total cost per capita for parks and recreational facilities. The total cost per capita for each is then applied to four residential land use categories in proportion to the demand they create as measured by their respective dwelling unit occupancy factor.

### PARK IMPACT FEE COST COMPONENTS

The figure below summarizes the per capita cost components from the previous section and includes an additional four percent for the park impact fee program administration. The fee program administrative cost component is designed to recover the cost collection, documentation, annual reporting requirements, five-year report requirements, periodic nexus studies, and other costs reasonably related to compliance with the Act. As shown, the total per capita cost is \$1,891.56.

**FIGURE 6 – PARK IMPACT FEE COST COMPONENTS**

Cost Component	Per Capita Cost
Parkland Acquisition <sup>1</sup>	\$401.58
Park Development <sup>2</sup>	\$1,417.23
Fee Program Administration (4%) <sup>3</sup>	\$72.75
<b>Total Cost per Capita</b>	<b>\$1,891.56</b>

Notes:

<sup>1</sup> See Figure 4.

<sup>2</sup> See Figure 5.

<sup>3</sup> Collection, accounting, documentation, annual reporting requirements, five-year report requirements, periodic Nexus Study updates and other costs reasonably related to compliance with the Act.



## LAND USE CATEGORIES

The Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed. Since the demand for / need for park and recreational services is inherently driven by service population and different residential land uses, have varying household occupancies, the park impact fee is expressed on a per dwelling unit basis based on their respective dwelling unit occupancy factor for three residential land uses.

This Nexus Study also incorporates adding another residential unit to a single-family parcel as a fourth category labeled "Accessory Dwelling Unit." For the purpose of this fee program, a "dwelling unit" means one or more rooms in a building or structure, or portion thereof, designed exclusively for residential occupancy by one or more persons for living or sleeping purposes and having kitchen and bath facilities.

The four land use categories are as follows:

- ***"Single-Family Housing"*** means detached or attached one-family dwelling units.
- ***"Multi-Family Housing"*** means buildings or structures designed for two or more families for living or sleeping purposes and having kitchen and bath facilities for each family.
- ***"Mobile Home"*** means a development area for residential occupancy in vehicles that require a permit to be moved on a highway, other than a motor vehicle designed or used for human habitation and for being drawn by another vehicle.
- ***"Accessory Dwelling Unit"*** means a dwelling unit, or "granny flat," either a detached or attached dwelling unit, which provides complete, independent living facilities for one or more persons with provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary residence.

**DWELLING UNIT OCCUPANCY FACTOR**

Figure 7 below presents the calculation of the dwelling unit occupancy factor for the three residential land uses. The calculation is based on information from the *American Community Survey 5-Year Estimate* from the 2020 U.S. Census for the City of Oroville and the census-designated places of Palermo, South Oroville, Thermalito, Bangor, Berry Creek, Oroville East, Cherokee, Clipper Mills, Forbestown, Honcut, and Rackerby, which are found to represent the District’s boundaries.

**FIGURE 7 – DWELLING UNIT OCCUPANCY FACTOR**

Land Use Categories	Occupied Dwelling Units	Total Number of Occupants	Dwelling Unit Occupancy Factor
Calc	a	b	c = a / b
Single-Family Housing	10,833	31,401	<b>2.90</b>
Multi-Family Housing	2,257	5,515	<b>2.44</b>
Mobile Homes	2,476	6,117	<b>2.47</b>
Average (2020 Census)	15,566	43,033	<b>2.76</b>

Source: 2020 U.S. Census, ACS 5-Year Estimate for the City of Oroville and the census-designated places of Palermo, South Oroville, Thermalito, Bangor, Berry Creek, Oroville East, Cherokee, Clipper Mills, Forbestown, Honcut, and Rackerby.

## PARK IMPACT FEE DETERMINATION

Figure 8 below presents the calculation of the maximum park impact fee. As shown, the per dwelling unit fees for three residential land uses are determined by multiplying the total cost per capita by their respective dwelling unit occupancy factor.

Pursuant to 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit of 750 square feet or more must be charged proportionately in relation to the square footage of the primary dwelling unit. For example, the calculation of the maximum park impact fee for constructing a 750 square-foot accessory dwelling unit on a single-family parcel with a 2,250 square-foot single-family home would be  $(750 / 2,250) * \$5,486 = \$1,828$ . The construction of ADUs less than 750 square feet is exempt from the park impact fee.

The District may approve, and the City and County may adopt fees lower than the maximum justified amounts shown below, provided they are reduced by the same percentage for each land use category.

**FIGURE 8 – MAXIMUM DISTRICTWIDE PARK IMPACT FEE SCHEDULE**

Land Use Category	Unit	Total Cost Per Capita <sup>1</sup>	Dwelling Unit Occupancy Factor <sup>2</sup>	Maximum Districtwide Park Impact Fee
Calc		a	b	c = a * b
Single-Family Housing	DU	\$1,891.56	2.90	\$5,486
Multi-Family Housing	DU	\$1,891.56	2.44	\$4,615
Mobile Homes	DU	\$1,891.56	2.47	\$4,672
Accessory Dwelling Unit				See Note 3

Notes:

<sup>1</sup> See Figure 6.

<sup>2</sup> See Figure 7.

<sup>3</sup> Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

**FIGURE 9 – PARK IMPACT FEE BY COST COMPONENTS**

Land Use Category	Unit	Cost Components			District Park Impact Fee
		Parkland Acquisition	Park Development	Fee Program Admin.	
Calc		a	b	c	g = a + b + c
Single-Family Housing	DU	\$1,165	\$4,110	\$211	\$5,486
Multi-Family Housing	DU	\$980	\$3,458	\$178	\$4,615
Mobile Homes <sup>1</sup>	DU	\$992	\$3,501	\$180	\$4,672
Accessory Dwelling Unit					Note 1

Notes:

<sup>1</sup> Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than

## NEXUS FINDINGS FOR PARK IMPACT FEE

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This section summarizes the nexus findings required to demonstrate the legal justification of the park impact fee.

### PURPOSE OF THE FEE

The purpose of the park impact fee is to fund new or expanded parks and recreational facilities to meet the new resident population's needs generated by new residential development in the District.

### USE OF FEE REVENUE

Park impact fee revenue will be used to fund new or expanded parks and recreational facilities to serve new development. A summary of the allowable and prohibited uses of the fee revenue is provided in Figure 9 below.

FIGURE 10 – SUMMARY OF ALLOWABLE AND PROHIBITED USES OF FEE REVENUE

<u><i>Allowable Uses</i></u>	<u><i>Prohibited Uses</i></u>
<ul style="list-style-type: none"> <li>▪ <i>The cost of new or expanded parkland, parks, and recreational facilities (100%)</i></li> <li>▪ <i>The cost of new recreational facilities in <u>existing</u> parks that expand service capacity (100%)</i></li> <li>▪ <i>Park and recreational facility costs already incurred that provide growth-related capacity (100%)</i></li> <li>▪ <i>The proportional cost of park and recreational facility renovation projects that expand service capacity</i></li> <li>▪ <i>Collection, accounting, documentation, annual reporting requirements, five-year report requirements, periodic nexus studies, and other costs reasonably related to compliance with the Act.</i></li> </ul>	<ul style="list-style-type: none"> <li>▪ <i>Existing deficiencies, such as renovation or replacement of existing recreational facilities that do not expand service capacity</i></li> <li>▪ <i>Construction of community use facilities, swimming pools, and purchase or lease of vehicles.</i></li> <li>▪ <i>Operational, maintenance, or repair costs</i></li> </ul>

#### BENEFIT RELATIONSHIP

The fee will be collected as development occurs. Fee revenue will be used to fund new and expanded parks and recreational facilities to meet the additional demand generated by the new residents created by new development projects. Fee revenue will be deposited into a separate park impact fee account or fund in a manner to avoid any commingling of the fees with other revenues and funds. The fee revenue will be restricted to the uses described in the "Use of Fee Revenue" finding. Additionally, the Act ensures that fees are either expended expeditiously or refunded. These actions ensure that a development project paying the park impact fee will benefit from its use.

#### IMPACT OR NEED RELATIONSHIP

Since the need for park and recreational services is inherently population-driven, new residential development in the District will generate the need for additional park and recreational services and the corresponding need for various facilities. The need is measured in proportion to the dwelling unit occupancy factor for three residential land use categories. The District's existing standard is 2.91 improved park acres for every 1,000 residents. The fees' use (funding new or expanded park and recreational facilities) is therefore reasonably related to the type of project (new residential development) upon which it is imposed.

#### ROUGH PROPORTIONALITY

The park and recreational facilities needed to serve a unit of development are based on the District's existing level of service standards for such facilities. The cost of new and expanded park and recreational facilities and fee program administrative costs are defined on a cost-per-capita basis. These per capita costs are then applied to three residential land use categories based on their respective dwelling unit occupancy factor.

The use of average dwelling unit occupancy for three residential land use categories to determine the park impact fee schedule achieves proportionality across the types of development on which the fee is imposed. Generally, a single-family home will generate more persons than a multi-family unit and, as a result, will pay a higher park impact fee. Thus, the park impact fee schedule's application to a specific project ensures a reasonable relationship between the fee and park and recreational facilities cost attributable to that residential development project.

## PROJECTED PARK IMPACT FEE REVENUE

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Figure 10 projects park impact fee revenue through 2040. Total fee revenue (in 2023 dollars) is estimated by multiplying the total cost per capita by the projected resident population growth for the period. As shown, it is projected that the District may generate approximately \$17.9 million by 2040. Indeed, arguments can be made for higher or lower population growth. However, the projected population growth and fee revenue are merely estimates for planning purposes. The maximum fee amounts do not depend upon the timing and level of development.

**FIGURE 11 – PROJECTED PARK IMPACT FEE REVENUE**

Land Use Category	Calc	Cost per Capita <sup>1</sup>	Projected Resident Growth (2040) <sup>2</sup>	Projected Park Impact Fee Revenue (2023\$)
		a	b	c = a * b
Residential Development		\$1,891.56	9,470	\$17,913,073

Notes:

<sup>1</sup> See Figure 3

<sup>2</sup> See Figure 6

The fee revenue must be deposited into a separate park impact fee account or fund in a manner to avoid any commingling of the fees with other revenues and funds. The fee revenue will be restricted to funding new or expanded parks and recreational facilities to serve new residential development. Additionally, fee revenue will be used to cover fee program administration costs such as collection, documentation, annual reporting requirements, five-year report requirements, periodic nexus studies, and other costs reasonably related to compliance with the Act.

The fee revenue will be restricted to funding new or expanded parks and recreational facilities that add to the District's park and recreational service capacity. Additionally, the use of fee proceeds for rehabilitating existing parks and recreational facilities is limited in that they may only cover the portion of an improvement that expands service capacity. For example, suppose the District planned to replace a shade structure within an existing park with a significantly larger shade structure. In that case, park impact fee proceeds could fund the portion equal to the percentage increase in the square footage of the larger shade structure or by another reasonable capacity measurement. Fee revenue may not fund 1) the renovation or replacement of existing facilities and 2) operational, maintenance, or repair costs.



## COMPARISON OF CURRENT AND MAXIMUM PARK IMPACT FEES

The figure below compares the District’s current park impact fee schedules with the maximum park impact fee schedule justified by this Nexus Study.

**FIGURE 12 – CURRENT AND MAXIMUM INCORPORATED AREA DISTRICT PARK IMPACT FEES  
(CITY OF OROVILLE)**

Land Use Category	Unit <sup>1</sup>	FRRPD Incorporated Area Park Impact Fee (2008) <sup>2</sup>	Maximum Districtwide Park Impact Fee	\$ Change	% Change
	Calc	a	b	c = a - b	d = c / a
Single-Family Housing	DU	\$1,196	\$5,486	\$4,290	358.7%
Multi-Family Housing	DU	\$1,063	\$4,615	\$3,552	334.1%
Mobile Homes	DU	\$793	\$4,672	\$3,879	489.2%
Accessory Dwelling Unit		----- See Note 3 -----			

Notes:

<sup>1</sup> DU means dwelling unit

<sup>2</sup> From Interim Development Impact Fee Calculation and Nexus Report, December 2008.

<sup>3</sup> Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

**FIGURE 13 – CURRENT AND MAXIMUM UNINCORPORATED AREA PARK IMPACT FEES  
(COUNTY OF BUTTE)**

Land Use Category	Unit <sup>1</sup>	Current FRRPD Unincorporated Area Park Impact Fee (2003) <sup>2</sup>	Maximum Districtwide Park Impact Fee (2023)	\$ Change	% Change
		a	b		
Calc				c = a - b	d = c / a
Single-Family Housing	DU	\$1,106	\$5,486	\$4,380	396.0%
Multi-Family Housing	DU	\$870	\$4,615	\$3,745	430.5%
Mobile Homes	DU	\$867	\$4,672	\$3,805	438.9%
Accessory Dwelling Unit		----- See Note 3 -----			

Notes:

<sup>1</sup> DU means dwelling unit

<sup>2</sup> From Feather River Recreation and Park District Development Impact Fee Calculation Report, May 2003

<sup>3</sup> Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

## FEE PROGRAM ADOPTION REQUIREMENTS

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The following is a summary of the statutory procedural requirements for approval of the Nexus Study and proposed park impact fee program ("fee program") by the District Board of Directors and adoption by the City Council on behalf of the District. The specific statutory procedural requirements for adopting the fee program may be found in the California Government Code Sections 66016, 66017, and 66018, City Municipal Code 3.32.115, and County Municipal Code Chapter 16, Article 6.

It is recommended that the notice and hearing requirements be satisfied by the District, the City, and the County.

### FEATHER RIVER RECREATION AND PARK DISTRICT

1. The District Board of Directors shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the proposed fee program.
2. At least 30 days before the meeting, the District shall mail a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees.
3. At least 30 days before the meeting, the District shall make the Nexus Study available to the public for review.
4. At least 30 days before the public hearing, a notice of the meeting's time and place shall be published twice in a newspaper of general circulation, with at least five days intervening between the first and last publication dates, not counting such publication dates.
5. After the public hearing, the District Board shall adopt a resolution approving the Nexus Study and proposed fee program to recommend that the City Council and the County Board of Supervisors adopt the proposed fee program on behalf of the District.

### CITY OF OROVILLE

1. The City Council shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the requested fee program.
2. At least 30 days before the meeting, the City shall mail out a meeting notice to any interested party who filed a written request for notification of the adoption of new or increased fees.

3. The Nexus Study shall be adopted at a public hearing with at least 30 days' notice, and the local agency shall notify any member of the public that requests notice of intent to begin an impact fee nexus study of the date of the hearing.
4. At least 30 days before the meeting, the City shall make the Nexus Study available for public review.
5. At least 30 days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation, with at least five days intervening between the dates of the first and last publication, not counting such publication dates.
6. After the public hearing, the City Council shall adopt an ordinance and resolution establishing the proposed fee program on behalf of the District.
7. The fee shall become effective 60 days after the adoption of the resolution or longer as specified by the resolution.

#### COUNTY OF BUTTE

1. The County Board of Supervisors ("County Board") shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the requested fee program.
2. At least 30 days before the meeting, the County shall mail out a meeting notice to any interested party who filed a written request for notification of the adoption of new or increased fees.
3. At least 30 days before the meeting, the County shall make the Nexus Study available for public review.
4. At least 30 days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation, with at least five days intervening between the dates of the first and last publication, not counting such publication dates.
5. After the public hearing, the County Board shall adopt an ordinance and resolution establishing the proposed fee program on behalf of the District.
6. The fee shall become effective 60 days after the adoption of the resolution or longer as specified by the resolution.

## FEE PROGRAM ADMINISTRATION REQUIREMENTS

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This section summarizes the statutory requirements and general recommendations for the annual administration of the park impact fee program. The specific statutory provisions for administering the fee program may be found in the Mitigation Fee Act (California Govt. Code § 66000 et seq.).

### ACCOUNTING REQUIREMENTS

The new park impact fees should be expended solely for the purpose for which they were collected. Proceeds from the park impact fee should be deposited into a new separate fund or account to avoid commingling fees with other revenue. Any interest earned by such account should be deposited in that account and expended solely for the purpose for which originally collected.

### REPORTING REQUIREMENTS

The following information, entitled "*Annual Report*," must be made available to the public within 180 days after the last day of each fiscal year:

- a brief description of the type of fee in the account;
- the amount of the fee;
- the beginning and ending balance of the account;
- the fees collected that year and the interest earned;
- an identification of each public improvement for which the fees were expended and the amount of the expenditures for each improvement;
- an identification of an approximate date by which development of the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement;
- a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, the date on which any loan will be repaid, and the rate of interest to be returned to the account; and
- the amount of money refunded under section Govt. Code § 66001.

The District shall review the Annual Report at the next regularly scheduled public meeting, not less than 15 days after the Annual Report is made available to the public. Notice of the time and place of the meeting, including the address where this information may be reviewed, shall be mailed, at least 15 days prior to the meeting, to any interested party who files a written request with the District for mailed notice of the meeting. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The District Board may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.

For the fifth fiscal year following the first receipt of any park impact fee proceeds and every five years thereafter, the District must comply with Government Code Section 66001(d)(1) by affirmatively demonstrating that the District still needs unexpended park impact fees to achieve the purpose for which it was originally imposed and that the District has a plan on how to use the unexpended balance to achieve that purpose. Specifically, the District shall make the following findings, entitled "*Five-Year Findings Report*," with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

The refund of all or any part of such unexpended or unappropriated fee revenue, together with any actual interest accrued thereon, in the manner described in Government Code § 66001 (e) of the, to the current record owner of any property for which a fee was paid; provided that if the administrative costs of refunding such fee revenue exceed the amount to be refunded.

### TRANSPARENCY REQUIREMENTS

The District must clearly post the following information on the District's website regarding the fee program. Information updates must be made within 30 days of any change.

- The current fee schedules indicating the effective date when approved by the City Council and the County Board of Supervisors.
- Current and five previous annual reports required according to Government Code Section 66006 (b).
- Current and any previous park impact fee nexus studies conducted after January 1, 2018.

### AUTOMATIC ANNUAL INFLATIONARY ADJUSTMENT

All costs and the associated park impact fees determined by this Nexus Study are in January 2023 dollars. The park impact fee should be adjusted automatically without further action by the District Board, the City Council, or the County Board of Supervisors on the first day of each fiscal year by the net percentage change during the preceding calendar in the San Francisco Bay Area Engineering News-Record Construction Cost Index or its successor publication.

### FEE EXEMPTIONS

The following are exempted from payment of the fee:

- Construction of a structure owned by a governmental agency.
- Construction of an accessory dwelling unit less than 750 square feet.
- Any replacement or reconstruction of an existing dwelling unit.

### NEXUS STUDY UPDATES

This Nexus Study and fee program must be updated at least every eight years. The next Nexus Study update is due no later than January 1, 2031.



## APPENDICES

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Appendix A – Cost Estimates for Parks and Recreational Facilities

Appendix B – Inventory of District Park Facilities

Appendix C – Combined City (2020) and District Park Impact Fees

## APPENDIX A – COST ESTIMATES FOR PARK AND RECREATION FACILITIES

FIGURE 14 – TYPICAL 5-ACRE NEIGHBORHOOD PARK CONSTRUCTION COSTS

Item	Units		Unit Cost	2023 \$
	Calc	a	b	c = a * b
Basic Park Development		5 acre	\$337,000	\$1,685,000
Parking Lots		20 stall	\$5,000	\$100,000
Soccer Field		1 each	\$19,000	\$19,000
Playground Equipment - Large		1 each	\$443,000	\$443,000
Basketball Court (1/2 Court)		1 each	\$57,000	\$57,000
Shade Structure - Large (50 people)		1 each	\$113,000	\$113,000
<b>Total Project Cost</b>				<b><u>\$2,417,000</u></b>
<b>Cost Per Acre (rounded)</b>				<b>\$483,000</b>

Source: Feather River RPD and SCI Consulting Group

FIGURE 15 – TYPICAL 20-ACRE COMMUNITY PARK CONSTRUCTION COSTS

Item	Units		Unit Cost	2023 \$
	Calc	a	b	c = a * b
Basic Park Development		20 acre	\$266,000	\$5,320,000
Playground Equipment - Small		2 each	\$225,000	\$450,000
Playground Equipment - Large		1 each	\$443,000	\$443,000
Soccer Field		2 each	\$19,000	\$38,000
Youth Baseball / Softball Fields		3 each	\$77,000	\$231,000
Tennis Court with Fence (Set of 2)		4 each	\$124,000	\$496,000
Sports Lighting		1 each	\$50,000	\$50,000
Basketball Court (1/2 Court)		3 each	\$57,000	\$171,000
Shade Structure - Large (50 people)		2 each	\$114,000	\$228,000
Shade Structure - Small (25 people)		2 each	\$58,000	\$116,000
Restroom Building		4 each	\$366,000	\$1,464,000
Parking Lots		150 stall	\$5,000	\$750,000
<b>Total Project Cost</b>				<b><u>\$9,757,000</u></b>
<b>Cost Per Acre (rounded)</b>				<b>\$488,000</b>

Source: Feather River RPD and SCI Consulting Group

## APPENDIX B – DISTRICT PARK INVENTORY

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FIGURE 16 – DISTRICT PARK INVENTORY

Name of Park / Area	Type of Park	Total Acres	Developed Acres	Unimproved Acres
Nelson Park and Pool	Community	29.60	29.60	0.00
Riverbend Park	Community	55.99	55.99	0.00
Gary Nolan Sports Complex	Community	13.00	13.00	0.00
Playtown Park	Neighborhood	2.80	2.80	0.00
Martin Luther King Jr. Park	Neighborhood	5.58	5.58	0.00
Palermo Park and Pool	Neighborhood	4.02	4.02	0.00
Forbestown Park	Neighborhood	3.10	3.10	0.00
Wyandotte Park	Neighborhood	2.60	2.60	0.00
Bangor Park	Neighborhood	6.75	6.75	0.00
Bedrock Skate and Bike Park	Special Purpose	0.75	0.75	0.00
Bedrock Tennis Courts	Special Purpose	2.30	2.30	0.00
<b>District Parks</b>		<b>126.49</b>	<b>126.49</b>	<b>0.00</b>
<b>City Parks <sup>1</sup></b>		<b>36.79</b>	<b>26.07</b>	<b>10.72</b>
<b>Total Parks</b>		<b>163.28</b>	<b>152.56</b>	<b>10.72</b>

Source: Feather River Recreation and Park District; City of Oroville

Notes:

<sup>1</sup> City park inventory.

## APPENDIX C – COMBINED CITY (2020) AND DISTRICT PARK IMPACT FEES

FIGURE 17 – COMBINED CITY (2020) AND DISTRICT PARK IMPACT FEES

Land Use Category	Unit	District Park Impact Fee Cost Components			City Park Impact Fee Cost Components			District Park Impact Fee	City Park Impact Fee	Combined Park Impact Fee
		Parkland Acquisition	Park Development	Fee Program Admin.	Parkland Acquisition (Non-Quimby)	Recreational Buildings and Park Development	Fee Program Admin.			
	Calc	a	b	c	d	e	f	g = a + b + c	h = d + e + f	i = g + h
Single-Family Housing	DU	\$1,165	\$4,110	\$211	\$472	\$2,780	\$97	\$5,486	\$3,349	\$8,835
Multi-Family Housing	DU	\$980	\$3,458	\$178	\$380	\$2,239	\$78	\$4,615	\$2,697	\$7,312
Mobile Homes <sup>1</sup>	DU	\$992	\$3,501	\$180				\$4,672		\$4,672
Accessory Dwelling Unit								----- See Note 2 -----		

Notes:

<sup>1</sup> Assumes new mobile homes are classified as single-family housing.

<sup>2</sup> Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

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# Park Impact Fee Program Update

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## About the FRRPD Park Impact Fee Program

- First established in 2003
- Imposed by City and County on behalf of the District
- The unincorporated area fee hasn't been adjusted for inflation since 2003.
- The incorporated area fee was adjusted in 2008.
- The Nexus Study establishes legal and policy basis for imposing the new park impact fee program



# Methodology and Approach



## Districtwide Nexus Study



## Per-Capita Standard Based Methodology

Existing Level of Service Standard  
(2.94 acres per 1,000 residents)

Open-Ended



## Fee Cost Components

**Parkland Acquisition**  
(\$138,000 per acre)

**New or Expanded Parks and Recreational Facilities**  
(\$487,000 per acre)

**Fee Program Administration**  
(4%)



## Current Resident Population

43,506



## Dwelling Unit Occupancy Factor

2.90 persons per home  
2.44 persons per unit  
2.47 per mobile home

# Park Impact Fee Program

## Incorporated Area

Land Use Category	Unit	Current FRRPD		\$ Change	% Change
		Incorporated Area Park Impact Fee (2008)	Maximum Districtwide Park Impact Fee		
	Calc	a	b	c = a - b	d = c / a
Single-Family Housing	DU	\$1,196	\$5,486	\$4,290	358.7%
Multi-Family Housing	DU	\$1,063	\$4,615	\$3,552	334.1%
Mobile Homes	DU	\$793	\$4,672	\$3,879	489.2%
Accessory Dwelling Unit			----- See Note 1 -----		

Notes:

<sup>1</sup> The park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

# Park Impact Fee Phasing Plan

## Incorporated Area

Land Use Category	Unit <sup>1</sup>	Current FRRPD Incorporated Area Park Impact Fee		Effective July 1, 2024	Effective July 1, 2025 <sup>4</sup>	Effective July 1, 2026 <sup>4</sup>	Effective July 1, 2027 <sup>4</sup>	Effective July 1, 2028 <sup>4</sup>	Effective July 1, 2029 <sup>4</sup>	Effective July 1, 2030 <sup>4</sup>	Effective July 1, 2031 <sup>4</sup>	
		(2008) <sup>2</sup>	Maximum Districtwide Park Impact Fee 2023 <sup>3</sup>									
<b><u>Eight-Year Plan</u></b>												
Single-Family Housing	DU	\$1,196	\$5,486	\$1,732	\$2,314	\$2,907	\$3,512	\$4,129	\$4,759	\$5,401	\$6,056	
Multi-Family Housing	DU	\$1,063	\$4,615	\$1,507	\$1,990	\$2,483	\$2,985	\$3,498	\$4,021	\$4,554	\$5,098	
Mobile Homes	DU	\$793	\$4,672	\$1,278	\$1,798	\$2,329	\$2,870	\$3,422	\$3,985	\$4,559	\$5,145	

Notes:

<sup>1</sup> DU means dwelling unit

<sup>2</sup> From Interim Development Impact Fee Calculation and Nexus Report, December 2008.

<sup>3</sup> Maximum park impact fees justified by the District's Park Impact Fee Nexus Study Final Report v1.2 dated March 2023.

<sup>4</sup> Includes a conservative 2% adjustment for inflation.

<sup>5</sup> Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

# Accounting Requirements

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- Fee proceeds must be deposited into a separate fund or account so that there will be no commingling of fees with other revenues
- Fee proceeds must be expended solely for the purpose for which there were collected
- Fee proceeds must be expended on park and recreational facilities that expand the District's service capacity.



# Uses of Fee Revenue

## ALLOWABLE USES

- The cost of new or expanded parks and recreational facilities (100%)
- Parkland acquisition costs (100%)
- The cost of new recreational facilities in existing parks that expand service capacity (100%)
- Park and recreational facility costs already incurred that provide growth-related capacity (100%)
- The proportional cost of park and recreational facility renovation projects that expand service capacity
- Collection, accounting, documentation, annual reporting requirements, five-year report requirements, periodic nexus studies, and other costs reasonably related to compliance with the Act.

## PROHIBITED USES

- Existing deficiencies, such as renovation or replacement of existing recreational facilities that do not expand service capacity
- Aquatic facilities, community use facilities, or purchase or lease of vehicles.
- Operational, maintenance, or repair costs



# Reporting Requirements

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## Annual Report

Must be made available to the public with 180 days after the last day of each fiscal year



## Five-Year Findings Report

For the fifth year following the first receipt of fee proceeds, and every five years thereafter, in conjunction with Annual Report



***Reports prepared by District; approved by District Board; filed with City***



# Questions?

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**Chris Wagoner**  
General Manager

**Deborah Peltzer**  
Business Manager

**Blair Aas**  
Impact Fee Consultant





# Proposed Amendments

## 3.32.115 Feather River Recreation and Park District fees.

A. The City of Oroville (the “city”) shall not issue a building permit for a residential unit absent receipt by the city of written certification from the Feather River Recreation and Park District (the “district”) to the building permit applicant that the building permit applicant has paid district the residential unit impact fees adopted by resolution of the Council.

~~by the board of directors of the district, except that such fees shall not exceed the following amounts as indicated in the Supplemental Development Impact Fee Calculation and Nexus Report prepared by SCI Consulting Group:~~

<del>Single family detached</del>	<del>See Master Fee Schedule</del>
<del>Single family attached</del>	<del>See Master Fee Schedule</del>
<del>Multiple family</del>	<del>See Master Fee Schedule</del>
<del>Mobile home</del>	<del>See Master Fee Schedule</del>

B. Any amendment to the above fee schedule shall not be applicable within the city without an amendment to this section.

~~C.—The fees set forth above shall be subject to annual adjustments in park development costs based on current dollars, as reflected in the Engineering News Record Construction Cost Index for San Francisco (“ENR CCI”). Net change in such costs shall be measured from a base date of April 15, 2009.~~

D. This section shall not apply to any building permit applications for properties located outside the boundaries of the district.

E. The city council may waive the requirement that the city receive written certification from the district upon making findings based upon substantial evidence that: (1) the required fee has been paid; and (2) the district failed to provide the certification of payment to the applicant within five business days of receipt of the payment. In addition, no certification shall be required if the city council makes findings based on substantial evidence that the board of directors of the district has either not adopted or eliminated entirely the residential unit impact fees.

F. The property known as “Oro Bay” (the “Oro Bay Property”) shall be exempt from the fee schedule set forth in this section, including any increases in said fee schedule. The Oro Bay Property consists of the real property subject to the Oro Bay Specific Plan, as approved by the city pursuant to Resolution 7138.

G. This section shall be repealed if the district increases its residential impact fees application to city building permits without the prior amendment of this section. (Ord. 1812 §§ 1—7, 2016)

**OROVILLE CITY COUNCIL  
RESOLUTION NO. XXXX**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE FEATHER RIVER  
RECREATION AND PARK DISTRICT PARK IMPACT FEE NEXUS STUDY AND PARK  
IMPACT FEE PROGRAM ON BEHALF OF SAID DISTRICT**

**WHEREAS**, the Feather River Recreation and Park District ("District") is a local special district responsible for providing park and recreational facilities within the City of Oroville ("City"); and

**WHEREAS**, the Mitigation Fee Act ("Act") codified in California Government Code Section 66000 et seq., allows the establishing, increasing, or imposing of a development fee as a condition of approval where the purpose and use of the fee were identified, and reasonable relationship to the development project was demonstrated; and

**WHEREAS**, the Council of the City of Oroville ("Council"), by Section 3.32.115 of the City Municipal Code, authorizes the imposition of a development impact fee ("park impact fee") on new development with the District to fund the acquisition and development of additional park facilities to mitigate the impacts caused by new development; and

**WHEREAS**, the Board of Directors ("the District Board") of the Feather Recreation and Park District ("District") has determined that current park and recreational facilities will not be adequate for future population growth; and

**WHEREAS**, the District recently conducted a Park Impact Fee Nexus Study dated March 2023 Final Report v1.2 ("Nexus Study") establishing the legal and policy basis for a new park impact fee program to be imposed by the City on behalf of the District on new development with the incorporated area of the District; and

**WHEREAS**, the District Board adopted Resolution No. 2008-23 on March 28, 2023, District Board formally requesting that the City Council adopt Nexus Study and implement the approved park impact fee on behalf of the District with the incorporated area of the District agreeing to be responsible for the proper accounting for and expenditure of said moneys and further agreeing to hold the City harmless from and to defend it from any action, claim or damages related to said fees, including any challenge to the validity of or use thereof; and

**WHEREAS**, the City Council has received and considered the Nexus Study; and

**WHEREAS**, in accordance with Section 66016.59(a)(7) of the Act, notice was published twice in the Oroville Mercury-Register and on the City website, providing 30 days' notification of the time and place for a public hearing to consider and adopt the Nexus Study and an eight-year phased park impact fee schedule. Notice of the hearing was also provided 14 days prior to the public hearing to those interested parties who requested, in writing, notice of meetings on new or increased fees or service charges.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that:

- 1) The Council hereby receives and adopts the Nexus Study dated March 2023 Final Report v1.2.
- 2) Prior to the adoption of this Resolution, the Council conducted a public hearing at which oral and written presentations were made as part of the Council's regularly scheduled December 5, 2023, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66018. Additionally, at least 30 days before the meeting, the City made the Nexus Study available for public review.
- 3) After considering the Nexus Study, this Resolution, and after considering the testimony received at this public hearing, the Council hereby makes the following findings:
  - a) The park impact fees justified by the Nexus Study and approved pursuant to this Resolution are to fund the cost of parkland acquisition and the cost of new or expanded parks and recreational facilities to meet the needs of the resident population generated by new development in the City; and
  - b) The park impact fees justified by the Nexus Study and approved pursuant to this Resolution will be used to fund the cost of parkland acquisition, new or expanded park and recreation facilities, and administrative costs associated with the park impact fee program; and
  - c) The uses of the park impact fees justified by the Nexus Study and approved pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed in that fee revenue will be used to fund parkland acquisition and new and expanded parks and recreational facilities to meet the additional demand generated by the residents created by new development. Fee revenue will be deposited into a separate District park impact fee account or fund in a manner to avoid any commingling of the fees with other revenues and funds. The fee revenue will be restricted to the allowable uses described in Nexus Study. These actions ensure that a new development project paying the park impact fee will benefit from its use; and
  - d) The park impact fees justified by the Nexus Study and approved pursuant to this Resolution bear a reasonable relationship to the need for park and recreational facilities in that each new development project will generate additional need for park and recreational services and the associated need for park and recreational facilities. The need is defined by the District's existing level of service standards for such facilities; and
  - e) The Nexus Study demonstrates that there is a reasonable relationship between the amount of the park impact fee and the cost of the park and recreation facilities attributable to the development on which the fee is imposed. Parkland acquisition and park and recreational facility costs are defined on a per capita basis and applied to three residential land use categories according to their respective average household occupancy.

- 4) The Council finds pursuant to the California Environmental Quality Act ("CEQA"), this action is not a "project" because the Resolution provides a mechanism for funding park development and recreation and operation facilities construction but does not involve a commitment to any specific project for such purposes that may result in a potentially significant impact on the environment. (CEQA Guidelines § 15378.)
- 5) The Council adopts the eight-year phased park impact fee schedule shown in Exhibit A on new development with the City on behalf of the District, which shall be collected upon issuance of a building permit.
- 6) If any portion of this Resolution is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regularly scheduled meeting held on December 19, 2023, by the following vote:

AYES:  
 NOES:  
 ABSTAIN:  
 ABSENT:

\_\_\_\_\_  
 David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
 Kayla Reaster, Assistant City Clerk

**EXHIBIT A**

**Feather River Recreation and Park District Park Impact Fee Phasing Plan (City of Oroville)**

Land Use Category	Unit <sup>1</sup>	FRRPD	Maximum	Effective	Effective	Effective	Effective	Effective	Effective	Effective	Effective
		Incorporated	Districtwide								
		Area Park	Park Impact	July 1,	July 1,	July 1,	July 1,	July 1,	July 1,	July 1,	July 1,
		Impact Fee	Fee 2023 <sup>3</sup>	2024	2025 <sup>4</sup>	2026 <sup>4</sup>	2027 <sup>4</sup>	2028 <sup>4</sup>	2029 <sup>4</sup>	2030 <sup>4</sup>	2031 <sup>4</sup>
		(2008) <sup>2</sup>									
<b><u>Eight-Year Plan</u></b>											
Single-Family Housing	DU	\$1,196	\$5,486	\$1,732	\$2,314	\$2,907	\$3,512	\$4,129	\$4,759	\$5,401	\$6,056
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Notes:

<sup>1</sup> DU means dwelling unit

<sup>2</sup> From Interim Development Impact Fee Calculation and Nexus Report, December 2008.

<sup>3</sup> Maximum park impact fees justified by the District's Park Impact Fee Nexus Study Final Report v 1.2 dated March 2023.

<sup>4</sup> Includes a conservative 2% adjustment for inflation.

<sup>5</sup> Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

**OROVILLE CITY COUNCIL  
MONTHLY REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS  
BRIAN RING, CITY ADMINISTRATOR**

**FROM: BILL LAGRONE, CHIEF OF POLICE**

**RE: POLICE DEPARTMENT MONTHLY REPORT FOR NOVEMBER 2023**

**DATE: DECEMBER 19, 2023**

**SUMMARY**

The Council will receive a monthly report regarding the activities, and general information for the Police Department.

**Staffing:**

<b>Positions</b>	<b>Total staffed</b>	<b>Total Authorized</b>	<b>Total Vacant</b>
Police Officer	20	29	9
Dispatcher	8	8	0
Municipal Law Enforcement	8	17	9
Administrative Personnel	4	4	0

**Department Activity:**

<b>Events Year to Date 2023</b>	<b>Average Response Time for Crimes against persons <small>*Priority 1 crimes</small></b>	<b>Average Response Time for all types of calls for Service</b>	<b>National Average Response Time</b>
42,422	3:41 minutes	7:40 minutes	8 - 11 minutes

**Patrol Checks and Park Patrols:**

	<b>Patrol Checks</b>
NOVEMBER 2023	154
Year to Date	1,795



**Parking Enforcement Citations Issued:**

NOVEMBER 2023	Year to Date 2023	NOVEMBER 2022	Year to date 2022
15	106	42	185

**Police Activity:**

	NOVEMBER 2022	NOVEMBER 2023	Year to date 2022	Year to date 2023
<b>Arrest</b>				
<b>Misdemeanor</b>	66	76	1048	860
<b>Felony</b>	29	39	437	461

	NOVEMBER 2022	NOVEMBER 2023	Year to date 2022	Year to date 2023
<b>Citations</b>				
	42	33	721	468

**Uniform Crime Reporting:**

Crimes of Violence	NOVEMBER 2023	Year to Date JANUARY – DECEMBER
Homicide	0	2
Rape	0	15
Robbery	0	22
Aggravated Assault	1	31

**Community Navigator:**

Contacts	Services Accepted	Year to date contacts	Year to date services
22	22	117	39

**SPCA Statistics:  
Service Calls by Priority:**

Item i.

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	14	98	7.00
Priority	40	246	6.31
At Officer Convenience	8	46	5.76
After Hours	13	84	6.46

**Animal Intake and Outcome Stats:**

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
71	70	25	40	5	1	0

\*The remaining difference from intakes to outcome total represents animals that have not yet had an outcome and are still in the facility.

**Animal Outcomes:**

Outcome Type	Totals	Dogs	Cats	Livestock	Birds	Other
Adoption	5	2	2	0	1	0
Died	4	1	2	0	1	0
Disposal	7	1	6	0	0	0
Euthanasia	25	8	12	0	0	5
RTO	25	22	3	0	0	0
Transfer	0	0	0	0	0	0
Foster	4	3	1	0	0	0

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

**SPCA After-hours call outs:**

NOVEMBER 2023
13

**Shoes for Kids:**

Shoes Provided	Socks Provided
2	2 Pkg

This program provides shoes and socks for children of our community. This program is funded by Department member donations and community donations.

**FISCAL IMPACT**

No impact to the General Fund.

**RECOMMENDATIONS**

None