



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

November 07, 2023
REGULAR MEETING
CLOSED SESSION 3:30 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney to consider employment related to the following position: Assistant Police Chief.

2. 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: Oroville Police Officers Association - Sworn and Non-Sworn.
3. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – One case.
4. Pursuant to Government Code section 54956.9(d)(4), the Council will meet with the City Administrator and City Attorney regarding potential initiation of litigation – One case.
5. 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 012-190-021-000.

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. Resolution Recognizing the Five-Year Anniversary of the 2018 Camp Fire and Designating November 8th of Each Year as Camp Fire Remembrance Day

The City Council will consider adopting a resolution recognizing the five-year anniversary of the 2018 Camp Fire, while designating November 8th each year as Camp Fire Remembrance Day.

ACTION REQUESTED - ADOPT RESOLUTION NO. 9191 AND AUTHORIZE THE MAYOR TO SIGN.

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. Approval of the October 17, 2023 Oroville City Council Meeting Minutes

The Council may approve the Minutes of October 17, 2023.

ACTION REQUESTED -

APPROVE THE MINUTES OF OCTOBER 17, 2023.

2. Approval to Submit to the Department of Resources Recycling and Recovery (CalRecycle) an Application for a SB 1383 Local Assistant Grant in the Amount of \$75,000 and Execute All Necessary Grant Related Documents

The Council will consider the submission to the Department of Resources Recycling and Recovery (Cal Recycle) an application for an SB 1383 Local Assistance Grant (Grant ID 24931) in the amount of \$75,000 and execute all necessary grant related documents.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9192 – APPROVAL TO SUBMIT TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) AN APPLICATION FOR A SB 1383 LOCAL ASSISTANCE GRANT 24932 IN THE AMOUNT OF \$75,000 AND EXECUTE ALL NECESSARY GRANT RELATED DOCUMENTS.

3. Oroville Arts Commission Art Beautification NOFA Award

The Council may approve the Arts Commission recommendation of awarding the Art and Beautification NOFA to Dean Gurr with the Oroville Lights Project in the amount of \$30,224.85.

ACTION REQUESTED -

APPROVE THE ARTS COMMISSION RECOMMENDATION; AND

ADOPT RESOLUTION NO. 9193 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE GRANT AGREEMENTS RELATING TO THE OROVILLE ARTS & BEAUTIFICATION PROJECTS.

4. Amend Permanent Local Housing Allocation (PLHA) Resolution No. 8889

The Council may consider amending Resolution Number 8889 as required by the Department of Housing and Community Development (HCD) for grant number 20-PLHA-15545.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 8889.1 - A RESOLUTION TO AMEND RESOLUTION NUMBER 8889 OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE APPLICATION, AND RECEIPT OF, PLHA PLANNING GRANT PROGRAM FUNDS.

5. Safety Assessment Placarding Ordinance

The City Council may consider adopting an ordinance amending the Oroville Municipal Code to add Chapter 15.98 Safety Assessment Placards.

ACTION REQUESTED -

1) INTRODUCE AN ORDINANCE ADDING CHAPTER 15.98 TO THE OROVILLE MUNICIPAL CODE REGARDING SAFETY ASSESSMENT PLACARDS; 2) WAIVE THE FIRST READING; AND 3) DIRECT THE ASSISTANT CITY CLERK TO PUBLISH THE ORDINANCE WITHIN 15 DAYS AFTER ADOPTION.

6. Job Descriptions for Oroville Managers Association to Include a Substitution Clause for Flexibility in Hiring

The City Council will consider and adopt the job descriptions for OMA members to add a substitution clause for meeting the minimum qualifications of the job, providing flexibility in hiring.

ACTION REQUESTED -

APPROVE THE ATTACHED JOB DESCRIPTIONS TO INCLUDE SUBSTITUTION LANGUAGE FOR MEETING THE MINIMUM QUALIFICATIONS.

REGULAR BUSINESS

7. Resolution Relating to the Continuation of Status Quo Benefits for Police Lieutenants and Battalion Chiefs When Changing Bargaining Units

In 2017 City employees in the Battalion Chiefs and Police Lieutenant classifications changed bargaining units from the Oroville Management and Confidential Employees Association to the Oroville Public Safety Mid-Managers Association. The City, as required by law, continued to maintain the same wages, hours and working conditions, absent any negotiated change. Because certain items of pensionable compensation, (such as uniform allowance) require that the City recognize their pensionable nature in an MOU approved by resolution, CalPERS has requested that the City clarify that the terms of the 2014 OMCA MOU (as amended on February 2, 2016) continued to apply to the Battalion Chiefs and Police Lieutenants. Staff presents this Resolution reflecting that the terms of that MOU continued to apply to the affected classes.

ACTION REQUESTED - ADOPT RESOLUTION NO. 9194 - A RESOLUTION OF THE OROVILLE CITY COUNCIL CLARIFYING THE CONTINUATION OF CERTAIN BENEFITS FOR SAFETY MANAGEMENT PERSONNEL CONTAINED IN THE 2014 OMCA MOU (AS AMENDED FEBRUARY 2, 2016) AND APPROVING SUCH CONTINUATION AS "STATUS QUO" UNTIL REPLACED IN A NEW SUCCESSOR MOU

8. Licensing Agreement to Join the Butte Regional Interoperable Communication System

The Council will consider an agreement with the Butte Regional Interoperable Communication System (BRICS). The agreement is for all infrastructure necessary to support the Public Safety radio system for the next 5 years. The initial cost is \$92,226.00.

ACTION REQUESTED -

AUTHORIZE AND DIRECT THE MAYOR TO SIGN A LICENSING AGREEMENT TO JOIN THE BUTTE REGIONAL INTEROPERABLE COMMUNICATION SYSTEM FOR PUBLIC SAFETY RADIO INFRASTRUCTURE.

9. Table Mountain Golf Club, Inc. Request for Improvements

The Council will consider improvements at the Table Mountain Golf Club, Inc. located at 2700 Oro Dam Blvd to provide an update to restrooms located on the course, and to add a bocce ball feature near the club house.

ACTION REQUESTED -

APPROVE THE REQUEST TO REMODEL TWO BATHROOMS AND BUILD TWO BOCCE BALL COURTS AT TABLE MOUNTAIN GOLF CLUB.

10. Historic Preservation Award Program of the Oroville Historic Advisory Commission

The City Council shall consider approving a new Historic Preservation Award to be administered by the Oroville Historic Advisory Commission.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9196 AUTHORIZING AND DIRECTING THE OROVILLE HISTORIC ADVISORY COMMISSION TO ADMINISTER THE ANNUAL HISTORIC PRESERVATION AWARD.

11. Oroville Convention Center Operations Discussion

The YMCA of Superior California (YMCA) has operated programs out of the Oroville Convention Center since May 21, 2020. As part of an agreement with the City, they may provide fitness programs, host open hours for members to use the fitness equipment and gym, and conduct programs such as youth theater productions. The YMCA has provided notice to the City, that due to a lack of adequate revenue to support the YMCA operations, they will no longer be able to provide these services at the Convention Center at the existing service levels.

ACTION REQUESTED -

CONSIDER THE OPTIONS AS PRESENTED BY THE YMCA AND PROVIDE DIRECTION TO STAFF.

12. Authorization to Issue a Request For Proposals to Strategize and Implement a City of Oroville Campaigns for Community Development

The Council will consider directing staff to release a Request for Proposal (RFP) for the next phase of promoting Oroville in 3 distinct areas: Business Recruitment, Tourism, and increasing Community Pride.

ACTION REQUESTED -

AUTHORIZE STAFF TO PRODUCE A REQUEST FOR PROPOSAL FOR UTILIZING EXISTING DATA TO IMPLEMENT STRATEGIES/CAMPAIGNS FOR: BUSINESS AND RESIDENTIAL DEVELOPMENT RECRUITMENT, TOURISM, AND COMMUNITY PRIDE SERVICES FOR THE CITY OF OROVILLE.

13. Financial Analysis for Fiscal Year Ended June 30, 2023

The Council may receive the annual unaudited financial information for the year ended June 30, 2023.

ACTION REQUESTED –

RECEIVE FOR INFORMATION.

14. Fee Waiver Request From Just Send It Cornhole

The Council may consider a fee reduction or waiver request from the Just Send It Cornhole organization for an alcohol permit associated with weekly use of the YMCA/Oroville Convention Center for Cornhole community events.

ACTION(S) REQUESTED -

- 1) WAIVE THE ENTIRETY OF THE FEES FOR JUST SEND IT CORNHOLE’S EVENTS FOR THIS UPCOMING SEASON (TO END MAY 2024); OR
- 2) WAIVE A PORTION OF THE FEES TO MATCH THE PREVIOUS RATE OF \$30 PER EVENT; OR
- 3) WAIVE NO PORTION OF THE FEES.

15. Second Regularly Scheduled Meeting in November 2023

Pursuant to the City Code, the Council will meet on the first and third Tuesday of each month. The City Code also provides that the Council may “cancel, amend or alter the date, time and/or location of any meeting provided sufficient notice of the meeting is given to the public to comply with the Brown Act.”

The second meeting of the month of November (November 21, 2023) falls during the Thanksgiving week. The Council may continue to have the regularly scheduled Council meeting on this day, or vote to cancel the meeting.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

- Individuals may email comments for council consideration to publiccomment@cityoforoville.org

There are no public hearings scheduled for this meeting.

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. Fire Department Statistics Package
 - ii. Police Department Monthly Report for September 2023
 - iii. Table Mountain Golf Club, Letter of Request
 - iv. Correspondence Butte Co Mosquito & Vector Control District
 - v. Department of Alcoholic Beverage Control- correspondence

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on November 21, 2023 at 4:00 p.m.

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

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

OROVILLE CITY COUNCIL

RESOLUTION NO. 9191

**RESOLUTION RECOGNIZING THE FIVE-YEAR ANNIVERSARY OF THE 2018 CAMP FIRE AND DESIGNATING
NOVEMBER 8TH OF EACH YEAR AS CAMP FIRE REMEMBRANCE DAY**

WHEREAS, on November 8, 2018, Butte County experienced the deadliest and most destructive wildfire in California history – the Camp Fire; and

WHEREAS, more than 19,000 structures were damaged or destroyed, including 14,000 homes; 85 people perished that day; and 153,336 acres burned; and

WHEREAS, City employees, community organizations, private businesses and individuals, faith-based organizations, State and federal governments, and mutual aid partners from throughout the State and the nation, came together in emergency response, and continue to come together in recovery efforts, assisting where needed in addition to their daily responsibilities; and

WHEREAS, the Oroville City Council recognizes the selfless and endless giving spirit of our employees, residents, and partners; and

WHEREAS, November 8, 2023 marks the five-year anniversary of the Camp Fire; and the anniversary provides us an opportunity to reflect on the past five years, acknowledge the challenges our communities have faced, honor those whose lives were lost, recognize our residents who were harmed and/or displaced, and give thanks to all who stepped up to assist throughout rescue, response, and recovery efforts.

NOW, THEREFORE, BE IT RESOLVED by the Oroville City Council in recognition of the five-year anniversary of the Camp Fire do hereby proclaim the following:

1. November 8th is recognized as Camp Fire Remembrance Day; and
2. Everyone is encouraged to take part in a moment of silence each year on November 8th, at 11:08 AM, no matter where you are; and
3. The public is asked to reach out and help where you can, thank those who assisted in response and recovery efforts, and embrace the compassion and resilience of Butte County and its residents.

PASSED AND ADOPTED by the Oroville City Council on this 7th day of November 2023, by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

Attest:

Kayla Reaster, Asst. City Clerk

David Pittman, Mayor
City of Oroville



Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**October 17, 2023
REGULAR MEETING
MINUTES**

CALL TO ORDER / ROLL CALL

PRESENT: Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson (present after roll call), Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

STAFF: City Administrator, Brian Ring; Assistant City Administrator, Ruth Duncan; Assistant City Clerk, Kayla Reaster; Community Development Director, Pat Piatt; Public Works Director, Fred Mayo; Code Enforcement Director, Ron Belser; City Attorney, Scott Huber; Chief of Police, Bill LaGrone

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, and the City Attorney relating to existing litigation: James v. City of Oroville, et al., United States District Court, Eastern District of California, Case No. 2:23-CV-00215.
2. 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.
3. 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: OCEA, OPA Sworn, OPA Non-Sworn, and OMCA.

OPEN SESSION

1. Announcement from Closed Session - Announcement from Closed Session – Mayor Pittman announced that information was received, and direction was given. There were no other announcements out of Closed Session.
2. Pledge of Allegiance – Led by Broderick Love, Leilany Rendon, and Bailey Wiegand, students at Ophir Elementary School.

3. Adoption of Agenda – Motioned: Council Member Goodson; Seconded: Vice Mayor Smith

Item 1.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
NOES: None
ABSTAIN: None
ABSENT: None

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item:

- Claudia Donati
- Spencer Holton
- Bill Speer

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Mayor Pittman – spoke on the Oroville Lights Project, spoke on the Hmong New Year Festival and what an amazing turnout there was.

Council Member Johnstone – spoke on the Hmong New Year Festival

Vice Mayor Smith – spoke on public safety and the utilization of equipment around the Oroville Inn.

Council Member Webber – spoke on the camera system that’s been put up around the Oroville Inn.

2. Administration Reports

Ron Belser, Code Enforcement Manager – Reported that IT is working with the department to get the Annual Report posted onto the website for public viewing.

Brian Ring, City Administrator – spoke on the Point in Time Counts coming out.

CONSENT CALENDAR

Consent calendar **items 1 - 11** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. Approval of the October 3, 2023 Oroville City Council Meeting Minutes

The City Council approved the Minutes of October 3, 2023 by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
NOES: None
ABSTAIN: None
ABSENT: None

2. Ladder Truck Repair Work Budget Adjustment

The City Council approved a supplemental budget adjustment in the amount of \$35,735.49 for necessary work to be performed on the City’s Ladder Truck by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
NOES: None
ABSTAIN: None
ABSENT: None

3. State Route 70 Clean California – Caltrans Cooperative Agreement and Art Maintenance Agreement

The City Council approved a Cooperative Transportation Art Agreement with Caltrans and approved of a Transportation Art Maintenance Agreement with Caltrans by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
NOES: None
ABSTAIN: None
ABSENT: None

4. Donation to the Lott Home

The City Council accepted the donation by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
NOES: None
ABSTAIN: None
ABSENT: None

5. Donations to the Chinese Temple (1/2)

The City Council accepted the donations by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
NOES: None
ABSTAIN: None
ABSENT: None

6. Museum Donation to the Chinese Temple (2/2)

The City Council accepted the donations by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
NOES: None
ABSTAIN: None
ABSENT: None

7. **Museum Donation to Bolt's Antique Museum**

The City Council accepted the donations by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

8. **Approval Of the CalRecycle HD39:2022-2023 Household Hazardous Waste Education Grant 2022-2023 Through Fiscal Year 2024-2025**

The City Council adopted Resolution No. 9187 - Approval Of the CalRecycle HD39:2022-2023 Household Hazardous Waste Education Grant 2022-2023 Through Fiscal Year 2024-2025 by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

9. **Approval of the CalRecycle Fiscal Year 2022-2023 Through Fiscal Year 2025-2025 CalRecycle OWR4: 2022-23SB 1383 Support Grant**

The City Council adopted Resolution No. 9188 - Approval of the CalRecycle Fiscal Year 2022-2023 Through Fiscal Year 2025-2025 CalRecycle OWR4: 2022-23SB 1383 Support Grant by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

10. **Approval of the CalRecycle 2023 Tire Amnesty Grant Fiscal Years 2023/2024, 2024/2025 and 2025/2026**

The City Council adopted Resolution No. 9190 – Approval of the CalRecycle 2023 Tire Amnesty Grant Fiscal Years 2023/24, 2024/2025, and 2025/26 by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

11. **Approval of the RBC34: 2022-2023 CalRecycle Beverage Container Grant**

The City Council adopted Resolution No. 9189 – Approval of the RBC34: 2022-23 CalRecycle Beverage Container Grant by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

REGULAR BUSINESS

None this meeting.

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

No Public Hearing this meeting.

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

Council Member Johnstone requested staff to bring an agenda item forward regarding an update from the airport and an audit of the airport. This was seconded by Council Member Webber and Mayor Pittman.

2. Correspondence

- i. - 3rd Quarter newsletter pamphlet received
- ii. - Correspondence Received from Secretary of the Senate

ADJOURN THE MEETING

The meeting adjourned at approximately 6:40PM.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RONNIE BELSER, DIRECTOR OF CODE ENFORCEMENT

RE: APPROVAL TO SUBMIT TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) AN APPLICATION FOR A SB 1383 LOCAL ASSISTANCE GRANT IN THE AMOUNT OF \$75,000 AND EXECUTE ALL NECESSARY GRANT RELATED DOCUMENTS

DATE: NOVEMBER 7, 2023

SUMMARY

The Council will consider the submission to the Department of Resources Recycling and Recovery (Cal Recycle) an application for an SB 1383 Local Assistance Grant (Grant ID 24931) in the amount of \$75,000 and execute all necessary grant related documents.

DISCUSSION

Nearly all CalRecycle regulations are found in Title 14 and Title 27 of California Code of Regulations. There are currently four diversion programs in effect and a fifth program (SB 1383) came into effect January 1, 2022. The City has also adopted Ordinance 13.08 to meet the necessary regulations mandated by SB1383.

In October 2021, the Council entered into an agreement with Jennifer Arbuckle Consulting, a qualified professional consultant to provide grant management and implementation of SB 1383. The City applied for multiple grants offered by CalRecycle surrounding SB1383. One of these grants was the SB1383 Support Grant.

Public Resources Code sections 48000 et seq. authorizes CalRecycle to administer various grant programs (grants) in furtherance of the State of California's efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants.

CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

The City of Oroville will submit a grand application for \$75,000 to provide the needed personnel, consultants, and collection equipment to provide the needed guidance and program reporting.

FISCAL IMPACT

Grant revenue received would offset contributions needed by the general fund.

RECOMMENDATION

ADOPT RESOLUTION NO. – APPROVAL TO SUBMIT TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) AN APPLICATION FOR A SB 1383 LOCAL ASSISTANCE GRANT 24932 IN THE AMOUNT OF \$75,000 AND EXECUTE ALL NECESSARY GRANT RELATED DOCUMENTS.

ATTACHMENTS

Resolution No. XXXX
Agreement No. XXXX

**AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF OROVILLE AND ARBUCKLE CONSULTING**

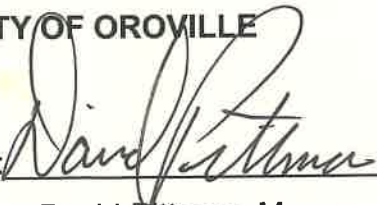
(Agreement No. 3386)

This First Amendment ("First Amendment") dated August 15, 2023, is to Agreement No. 3386 ("Agreement") between the City of Oroville and Jennifer Arbuckle Consulting. In consideration of the terms and conditions herein, the City of Oroville and Jennifer Arbuckle Consulting agree that Agreement shall be amended as follows:

1. Paragraph 5 shall be replaced with the following language: "TERM. The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting full execution of the Agreement by both parties ("Effective Date"), and ends on June 30, 2024, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).
2. Exhibit B, Paragraph 1 shall be replaced with the following language: **AUTHORIZED HOURLY RATES.** Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 2.1 of the Agreement. Specific personnel shall be identified in task orders.
Jennifer Arbuckle Consulting: \$95 per hour (not to exceed 100 hours per month) for fiscal year 2023-2024.
3. Conflicts between the Agreement and this Amendment shall be controlled by this 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

By: 
David Pittman, Mayor

ARBUCKLE CONSULTING

By: 

APPROVED AS TO FORM:

By: 
Scott Huber, City Attorney

ATTEST:

By: 
City Clerk

SERVICES AGREEMENT (PROFESSIONAL CONSULTING SERVICES)
Grant management and SB 1383 Compliance
City Agreement No. 3386

This Services Agreement (Professional Services) for Grant management and SB 1383 Compliance (“**Agreement**”) by and between the City of Oroville, a California charter city (“**City**”), and **JENNIFER ARBUCKLE CONSULTING (“Consultant”)**, is effective on the Effective Date identified on the signature page.

RECITALS

A. The City desires to obtain the Services more particularly described in this Agreement and Exhibit “A,” and generally including Grant management and SB 1383 Compliance.

B. On September 20, 2021 the Consultant submitted a proposal demonstrating the Consultant’s qualifications and experiences to provide such Services.

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

1. SCOPE OF SERVICES.

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

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

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

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or

reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

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

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

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

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

2. COMPENSATION.

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

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum,

the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts. Separate invoices shall be submitted for individual task orders.

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

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

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

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

TO CONSULTANT: Jennifer Arbuckle
Jennifer Arbuckle Consulting
817 Alan Lane
Chico, CA 95926
Jarbuckleconsulting@gmail.com

5. TERM. The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting full execution of the Agreement by both parties ("**Effective Date**"), and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or

termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

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

7. DEFAULT AND DISPUTE RESOLUTION.

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

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

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

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

8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

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

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

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

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

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

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

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

9.1.1. Name and contact information of any witness;

- 9.1.2. Name and address of the injured or deceased person(s); and
 9.1.3. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. To the extent that Services are "design professional Services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

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

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

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

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

11.4. Professional Liability. Professional liability insurance insuring against Consultant's errors and omissions in performing the Services, with a policy limit of at least \$1,000,000. The professional liability insurance will include prior acts coverage sufficient

to cover all Services provided by Consultant, and which will remain in effect for four years following expiration or termination of this Agreement.

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

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

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

11.6. All Policies.

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

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

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

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

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant

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

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

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

13. COMPLIANCE WITH LAW.

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

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

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

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

14. GENERAL PROVISIONS.

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

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

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

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

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

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

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

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements,

and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

15. SIGNATURES.

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


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

#####

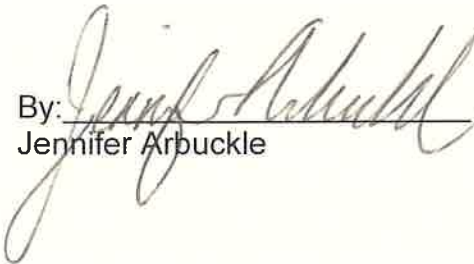
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF OROVILLE,
a California charter city,

CONSULTANT:
JENNIFER ARBUCKLE CONSULTING,

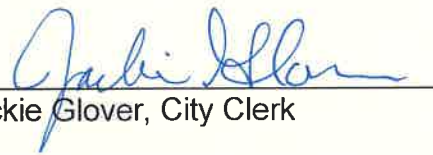
By: 

Chuck Reynolds, Mayor

By: 

Jennifer Arbuckle

ATTEST:

By: 

Jackie Glover, City Clerk

Date: _____ (“Effective Date”)

APPROVED AS TO FORM:



Scott Huber, City Attorney

EXHIBIT "A"**SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE**

- 1) SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.
- 2) SCHEDULE OF PERFORMANCE.
 - a) REQUESTS FOR SERVICES. Upon request by City, Consultant will provide the Services described above, beginning and ending on dates as provided in the individual tasks orders. The Services will be provided for a variety of individual matters, as required by the City. Upon request by the City's Authorized Representative for Consultant to perform Services for a particular matter, Consultant will provide a written estimate of the time within which Services for the matter will be completed, and the estimated cost for providing the requested Services. Following written authorization from the City's Authorized Representative, Consultant will perform and complete the Services as specified in the written authorization. Consultant is not entitled to payment for any Services performed without a written authorization, or for Services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form.
- 3) PREVAILING WAGE COMPLIANCE. If this Agreement includes work performed during the "design and preconstruction phases of construction" (including inspection or field surveying Services), as defined by "Prevailing Wage Laws" (as set forth in the California Labor Code, including section 1720 et seq.), the City hereby determines that those Services are "public works," and this Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, and all related regulations, including requirements pertaining to wages, working hours, and workers' compensation insurance, and the following provisions. Subconsultants performing "public works" under this Agreement are subject to all of the requirements of this Section.
- 4) PREVAILING WAGES. Consultant must comply with the prevailing wage requirements applicable in Butte County for each craft, classification, or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, and apprenticeship. The prevailing wage rates are on file with the City Engineer's office and are also available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each such worker the difference between the applicable prevailing wage rate and the amount actual paid to the worker.
- 5) WORKING HOURS. Pursuant to Labor Code section 1810, eight hours of labor constitutes a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty, the sum of \$25 for each day during which a worker employed by Consultant is required or permitted to work more than eight hours during any one

calendar day, or more than 40 hours per calendar week, unless such worker is paid overtime wages pursuant to Labor Code section 1815. All Services must be performed during City's regular business days and hours, except as otherwise specified in this Agreement or subject to City's prior written authorization.

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

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

8) COMPLIANCE. The Agreement is subject to compliance monitoring and enforcement by the DIR. Pursuant to Labor Code section 1725.5, Consultant must be registered with the DIR to perform public works projects, subject to any applicable exceptions, if any. Consultant must post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4. Pursuant to Labor Code section 1861, by executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Labor Code 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing performance of the work on this contract."

EXHIBIT "B" COMPENSATION RATES AND CHARGES

1. AUTHORIZED HOURLY RATES:

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

Jennifer Arbuckle Consulting

Hourly Rate: \$95.00 per hour (not to exceed 100 hours per week)

2. AUTHORIZED EXPENSES AND RATES:

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

**CITY OF OROVILLE
RESOLUTION NO. 9192**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OROVILLE, STATE OF CALIFORNIA, AUTHORIZING THE CITY
ADMINISTRATOR TO SUBMIT TO THE DEPARTMENT OF
RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) AN
APPLICATION FOR A SB 1383 LOCAL ASSISTANCE GRANT IN THE
AMOUNT OF \$75,000 AND EXECUTE ALL NECESSARY GRANT
RELATED DOCUMENTS**

(Agreement No. 3840)

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

- a. The Council hereby ratifies all documents relating to the CalRecycle SB1383 Support Grant authorizing and directing the Mayor to execute all program documentation.
- b. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on November 7, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster Acting City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: OROVILLE ARTS COMMISSION ART BEAUTIFICATION NOFA AWARD

DATE: NOVEMBER 7, 2023

SUMMARY

The Council may approve the Arts Commission recommendation of awarding the Art and Beautification NOFA to Dean Gurr with the Oroville Lights Project in the amount of \$30,224.85.

DISCUSSION

On August 20, 2013, the Council approved, Ordinance No. 1798, Section II, Chapter 26, §17.08.135, authorizing the City to establish an Art in Public Places / Oroville Beautification policy. The Art in Public Places / Oroville Beautification account has received some in-lieu funding with the recent development of projects.

The Oroville Arts Commission released a Notice of Funds Available (NOFA) in the amount of \$40,000 on July 18, 2023, and closed the acceptance of applications on September 18, 2023. The City received five (5) applications for projects totaling \$233,22.85. The chart below is the applicant the Arts Commission recommends approving.

	Applicant Name	Project	Amount
1	Dean Gurr – Oroville Lights Project	Control Equipment	\$30,224.85

FISCAL IMPACT

\$30,224.85 from Arts and Beautification Fund of \$156,452.46. Remaining balance \$126,227.61.

RECOMMENDATION

APPROVE the Arts Commission recommendation; and

ADOPT Resolution No. XXXX - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE GRANT AGREEMENTS RELATING TO THE OROVILLE ARTS & BEAUTIFICATION PROJECTS.

ATTACHMENTS

- Resolution No. XXXX
- Ordinance No. 1798
- Oroville Lights Grant Agreement

**CITY OF OROVILLE
RESOLUTION NO. 9193**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING
THE MAYOR TO EXECUTE GRANT AGREEMENTS RELATING TO THE
OROVILLE ARTS & BEAUTIFICATION PROJECTS**

(Agreement No. 3481)

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

1. The Mayor is hereby authorized and directed to execute a Grant Agreement with the Dean Gurr, with Oroville Lights Project relating to Oroville Arts & Downtown Beautification Projects.
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 7, 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

**CITY OF OROVILLE
ORDINANCE NO. 1798**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26-10.135 Art in Public Places / Oroville Beautification

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

26-10.135 Art in Public Places / Oroville Beautification

A. Purpose

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

B. Applicability

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

C. Public Art Contribution

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

D. Execution of Installation / Time of Payment

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

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

E. Beautification Fund

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

F. Use of Funds

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

G. Ownership & Maintenance of Art

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

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

H. Review Process / Standards

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

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

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

I. Removal of Public Art

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

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

J. Annual Report

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

K. Authority for Additional Mitigation

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

L. WAIVER

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


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

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

NOES: Council Members Berry, Bunker, Simpson

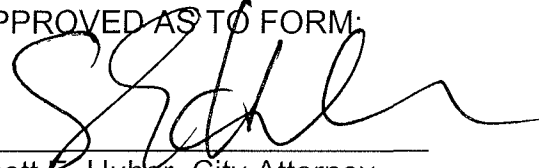
ABSTAIN: None

ABSENT: None



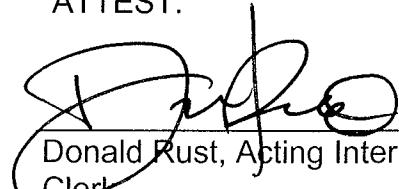
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:



Scott E. Huber, City Attorney

ATTEST:



Donald Rust, Acting Interim City Clerk

GRANT AGREEMENT
(Oroville Arts Beautification Agreement No. XXXX)

This Agreement for art project ("Agreement") is made and entered into the 7 day of November, 2023, by and between City of Oroville, 1735 Montgomery Street, Oroville, California and Oroville Lights Project ("Artist"), PO Box 6227, Oroville, California.

1.00. General Provisions

1.01. Purpose of Agreement. City or Property Owner owns land and the building(s) commonly known as PO Box 6227 Oroville. City is providing funds from the City's Art in Public Places/Oroville Beautification Fund for the cost associated with projects that result in the creation, purchase, installation, security or maintenance of art in public spaces.

1.02. Agreement Price. Artist shall be paid the amount of Thirty Thousand Two Hundred Twenty Four dollars and Eighty Five cents (\$30,224.85) ("Agreement Price") for the performance of the work required by the Agreement. The Agreement Price is based on a sealed proposal made by the Artist dated August 25, 2023, and accepted by City/Arts Commission on October 16, 2023, ("Artist's Bid" attached hereto as Exhibit "A").

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

1.04. Time of Commencement and Completion.

- (a) Artist shall commence the project within ten (10) days from the execution of this Agreement and shall satisfactorily complete the work no later than November 30, 2024
- (b) In making the agreement to complete the work no later than November 30, 2024, Artist has taken into consideration and made allowance for ordinary delays and hindrances incidental to such work, whether growing out of delays of common carriers, delays in securing materials or workers, changes omissions, alterations, or otherwise.
- (c) Excusable delays shall consist of: fire, unavoidable casualties, unusual delays in transportation, national emergency, extraordinary weather conditions, labor and material shortages which are beyond the reasonable control of Artist, or by any other cause beyond the reasonable control of Artist; provided that Artist shall notify the City/Arts Commission in writing no later than one (1) day after the initial occurrence of any excusable cause of delay.
- (d) If the Artist is unable to complete any portion of the work due to excusable delay, the completion date shall be extended by the number of days of the excusable delay.
- (e) Time is of the essence of this Agreement.

- 1.05. Agreement Documents. This Agreement shall consist of the general terms, conditions and references contained herein and the following documents:
- Artist's Proposal (work Write-Up): Attached as Exhibit “A”
 - Property Owner Installation & Maintenance Agreement: Attached as Exhibit “B”
 - Ordinance No. 1798 Public Art / Oroville Beautification: Attached as Exhibit “C”
 - Mural Policy: Attached as Exhibit “D”
- 1.06. Method of Payment. The City of Oroville will provide reimbursement for costs of an approved Grant Agreement as stipulated.
- (a) All payments are paid on a reimbursable basis. Artist’s will submit an invoice with appropriate proof of payment (canceled checks, etc.) The Fund Administrator will verify submittals. Once funds are received by the Fund Administrator the Artist will be issued a check.
- 1.07. Accounting Requirements. The Artist must maintain an accounting system that:
- Accurately reflects fiscal transactions, with the necessary controls and safeguards.
 - Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, timecards, canceled checks, etc.
 - Provides accounting data so the total cost of each individual project can be readily determined.
- 1.08 Records Retention
- Project records must be retained for a period of three (3) years after final payment is made by the Fund Administrator. All project records must be retained by the Artist at least one (1) year following an audit. Artists are required to keep source documents for all expenditures related to each grant for at least three (3) years following project completion and one (1) year following an audit. A Project is considered complete upon receipt of final grant payment from the Fund Administrator.
- 1.09. Changes: No changes, additions, or deletions to the specifications for the work to be completed under this Agreement shall be made without the prior written consent of the City/Arts Commission.
- 1.10. Indemnification. Artist expressly agrees to defend, indemnify and hold harmless City/Arts Commission from any and all claims, suits, damages and actions of any kind or description resulting from any act or omission of Artist (or any agent, employee, or servant thereof) in performance of this Agreement, except where caused by the active negligence, sole negligence or willful misconduct of the City/Arts Commission. Artist waives any and all right to any type of express or implied indemnity against the City/Arts Commission and its officers and employees.
- 1.11. Conflict of Interest. Artist states that no present or former member or officer of the City/Arts Commission staff, and no employee of the City who formulates policy or influences decisions with respect to the Art in Public Places / Oroville Beautification program, had or

will have any direct or indirect interest, during his or her tenure or for one year thereafter in this Agreement or in any proceeds or benefits arising from this Agreement.

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

1.13. Termination.

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

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

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

(a) Artist at the following address:
Oroville Lights Project
PO Box 6227
Oroville, CA 95965

(b) The City at the following address:

City of Oroville
1735 Montgomery Street
Oroville, CA 95965

2.00. **ARTIST'S GENERAL OBLIGATIONS.**

Artist shall provide the following:

2.01. Insurance: Prior to commencing any construction, furnish certificates of insurance to

City/Arts Commission evidencing insurance coverage as shown in Exhibit "B".

Item 3.

- 2.02. Bond: Prior to Commencing any construction, Artist must furnish a payment bond to City/Arts Commission for one hundred percent (100%) of the work under this Agreement in a form acceptable to the City Attorney.
- 2.03. Permits and Taxes: Obtain all permits and licenses and pay all fees, taxes and other charges (with the exception of permit fees that will be paid for by the RDA) necessary for the completion and execution of the work to be performed.
- 2.04. Government Requirements: Perform all work in conformity with applicable state, federal, and local laws and regulation and local building codes whether or not covered by the Agreement Documents.
- 2.05. Maintenance of the Property:
- (a) At all times keep the Property free from accumulation of waste material or rubbish caused by Artist's operation. At the completion of the work, remove all construction activity related waste materials, rubbish, tools, construction equipment, and machinery and leave Property in a neat and clean condition.
 - (b) Protect City's property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the Agreement.
 - (c) Replace glass damaged or broken by Artist's operation. Upon replacement, remove all labels and wash and polish glass on both sides.
- 2.06. LOSS OF FUNDING. The following are examples of actions (some or all may apply) that may result in the Artist's loss of funding.
- Artist fails to sign the Grant Contract within the thirty-day time period as specified in the Grant Contract.
 - Artist withdraws from the grant program.
 - Artist fails to complete the funded Project within the agreed upon time frame.
 - Artist fails to submit all documentation within the time periods specified in the Grant Agreement.
 - Artist is unable to acquire any required permits.
 - Artist changes Project Scope, without prior approval from the Arts Commission.

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

3.00. **GENERAL OBLIGATIONS**

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

4.00. **ACCEPTANCE/PROJECT CLOSEOUT**

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

5.00. **DISPUTE RESOLUTION**

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

6.00. **MISCELLANEOUS PROVISIONS**

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

dimensional reproductions of the Work for both commercial and non-commercial purposes including, but not limited to: (i) use in advertising, brochures, media publicity and catalogs or other similar publications; (ii) use in promotional materials; and (iii) reproductions for use in non-profit, Oroville Downtown Business Association or City fundraising activities.

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

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

OROVILLE LIGHTS PROJECT

By: _____
Dean Gurr, Chairman

Date: _____.

OROVILLE ARTS COMMISSION

By: _____
David Tamori, Chairperson

Date: _____.

OROVILLE CITY COUNCIL

By: _____
David Pittman, Mayor

Date: _____.

Exhibit A - Artist's Proposal

B. Description of Project

(Briefly summarize the proposed art/beautification and the project benefit if the grant is approved)

Project Location: Table Mountain (Upper Thermalito) Bridge.

Oroville Lights is spearheaded by the Rotary Club of Oroville as its Centennial Community Service Project.

The goal is to adorn the Table Mountain Pedestrian Bridge with permanent lights that is consistent with the historical lighting that took place in 1909-1911 & 1913 during the once infamous Oroville Water Carnival.

Using today's technology, including energy-wise, programmable LEDs, this elegant light installation can become a dazzling art display to span our scenic Feather River. Using the latest in light show control equipment and software, static lights can be programmed to create stunning "light performances" that will bring energy, excitement, and tourism to the community of Oroville, specifically the Downtown and riverfront areas.

The history of our town runs deep, with the Feather River running through the heart of it. In addition to honoring our past, we are dedicated to inspiring creativity, fostering awareness, enriching education, building vitality, energy and a strong sense of community pride. And we're doing it with light!

Though phase 1 of this project (to include infrastructure and light installation on the west side of the bridge) is estimated to be between \$400-500,000.00, this request is ONLY for the portion of the project that directly deals with the purchase of equipment that will enable "light performances" on our iconic bridge. At the time of this writing, the Rotary Club of Oroville has received donations, grant, and pledges in excess of \$253,000.00 toward the cost of installation.

With the help of the City of Oroville Arts Commission, the **Oroville Lights** project has the potential to be Oroville's largest, brightest, most visible, and most visited art display in our history (with the possible exception of the liberal use of electric lights and flame during the Water Carnival over 110 years ago).

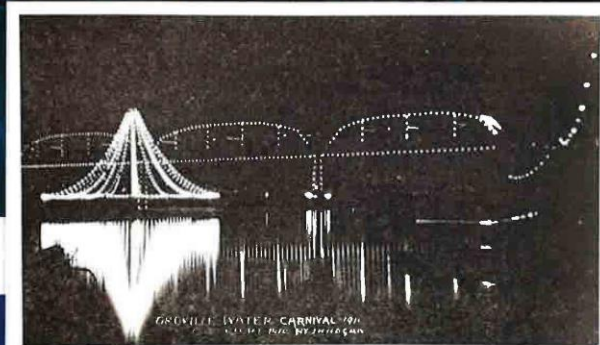
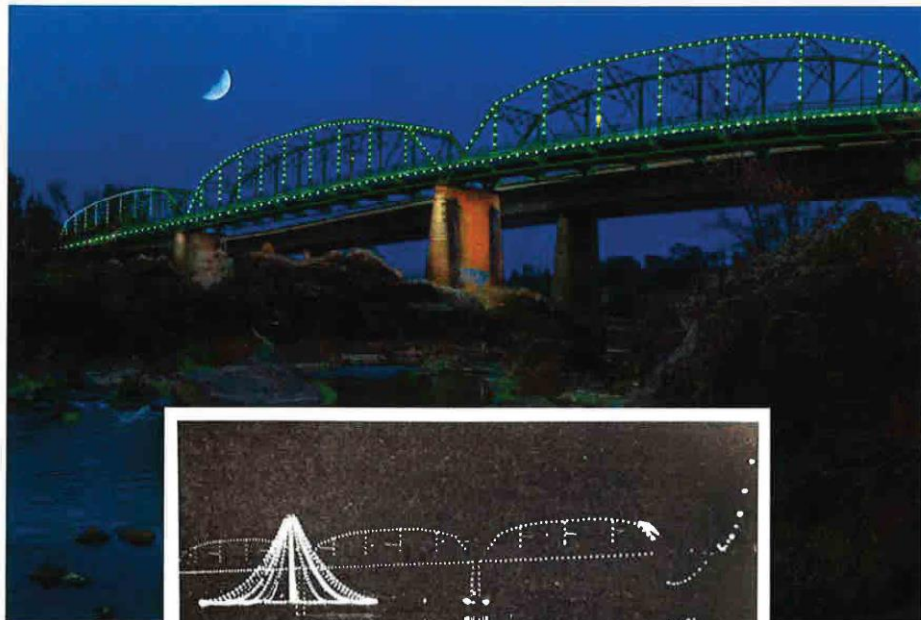
Help us honor our past, and light our future. Let's light it UP!

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

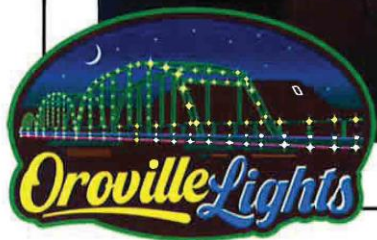
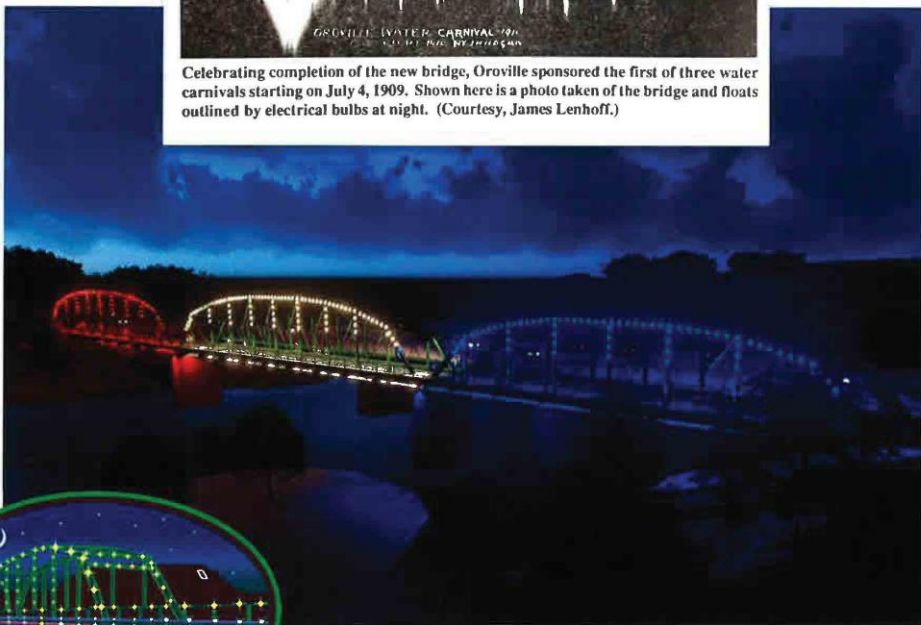
Phase	Description	Estimated Completion Date	Phase Cost
1	<p><i>Installation of the project is estimated to begin in April 2024. Control equipment purchased within the scope of this grant will be installed in phase 1 of this project.</i></p> <p><i>Proposed Products: Lot Lighting by ETC 1 - Mosaic Show Controller X 30 (15,360 channels) 5 - 4 Port Terminal Gateway with Din Box 2 - 6 Port Din Mounted Networks Swith with 4 POE Ports</i></p>	November 30, 2024	\$30,224.85

Please see attached additional information of estimate of this equipment to be sourced from Wunder Light & Controls, LLC.

D. Drawings / Renderings of proposed project



Celebrating completion of the new bridge, Oroville sponsored the first of three water carnivals starting on July 4, 1909. Shown here is a photo taken of the bridge and floats outlined by electrical bulbs at night. (Courtesy, James Lenhoff.)



OrovilleLights.com

Exhibit B - Property Owner Installation & Maintenance Agreement

Not Applicable



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, DIRECTOR
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT**

**RE: AMEND PERMANENT LOCAL HOUSING ALLOCATION (PLHA)
RESOLUTION NO. 8889**

DATE: NOVEMBER 7, 2023

SUMMARY

The Council may consider amending Resolution Number 8889 as required by the Department of Housing and Community Development (HCD) for grant number 20-PLHA-15545.

DISCUSSION

On October 11, 2023, staff received notification that the resolution that was submitted with the application for the 2020 PLHA grant was no longer valid because it named the previous City Administrator as the “Authorized Representative” signatory.

Staff has prepared a new resolution naming “City Administrator” as the authorized signatory for this grant agreement, without naming the employee in that role.

FISCAL IMPACT

None.

RECOMMENDATION

Adopt Resolution No. XXXX-A RESOLUTION TO AMEND RESOLUTION NUMBER 8889 OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE APPLICATION, AND RECEIPT OF, PLHA PLANNING GRANT PROGRAM FUNDS.

ATTACHMENTS

Resolution No.xxxx

**A RESOLUTION AMENDING RESOLUTION NUMBER 8889 OF THE CITY COUNCIL
OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND
RECEIPT OF, PLHA PLANNING GRANTS PROGRAM FUNDS**

RESOLUTION NO. 8889.1

AUTHORIZING RESOLUTION

A necessary quorum and majority of the council members of The City of Oroville (“Applicant”) hereby consents to, adopts and ratifies the following resolution:

- A. WHEREAS, the Department is authorized to provide up to \$195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).
- B. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program;
- C. WHEREAS Applicant is an eligible Local government applying for the program to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation;
- D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

- 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
- 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA (\$ 822,306) in accordance with all applicable rules and laws.
- 3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
- 4. **Not applicable:** Applicant certifies that it was delegated by [*insert name of the*

delegating local government] to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.

5. **Not applicable:** Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), “entity” means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation
6. **Not applicable:** Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
7. Pursuant to Applicant’s certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
8. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).
9. Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.
10. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
11. The **Oroville City Administrator**, is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the *Oroville City Council* this 7TH day of November 2023 by the following vote:

AYES:

NOES

ABSTENTIONS:

ABSENT:

APPROVED:

Mayor David Pittman

APPROVED AS TO FORM:

ATTESTED:

City Attorney Scott E. Huber

Assistant City Clerk Kayla Reaster

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of Assistant City Clerk Kayla Reaster does hereby attest and certify that the attached Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Oroville which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST:

Assistant City Clerk, Kayla Reaster



OROVILLE CITY COUNCIL STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: ALISON SCHMIDT, BUILDING OFFICIAL

RE: SAFETY ASSESSMENT PLACARDING ORDINANCE

DATE: NOVEMBER 7, 2023

SUMMARY

The City Council may consider adopting an ordinance amending the Oroville Municipal Code to add Chapter 15.98 Safety Assessment Placards.

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 after emergent events, 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 after emergent events. The California Building Officials (CALBO) and Cal 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.

After the City adopts this placarding Ordinance, the City will have this standardized tool available if the City were to ever experience an emergency such as fire, flood, or earthquake. Staff is also working on a Memorandum of Understanding (MOU) between the City and the California Governor’s Office of Emergency Services for the use of Cal OES SAP personnel in the event of a local emergency. These two items together will insure that if the City were to ever experience a disaster emergency, the City will have the necessary tools and staffing in place and ready to deploy on a moment’s notice.



FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends Council: 1) Introduce an Ordinance adding chapter 15.98 to the Oroville Municipal Code regarding Safety Assessment Placards; 2) Waive the first reading; and 3) direct the Assistant City Clerk to publish the Ordinance within 15 days after adoption.

ATTACHMENT(S)

Safety Assessment Placard Ordinance
Inspected Placard (Green)
Restricted Use Placard (Yellow)
Unsafe Placard (Red)

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:

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)

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)**

ORDINANCE NO. 1874

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 AFTER EMERGENT EVENTS

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 after an emergent event. 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 7th day of November, 2023 and by vote of the Council members present, further reading was waived.

AYES:

NOES:

ABSENT:

ABSTAINED:

APPROVED:

David Pittman, Mayor

ATTEST:

Kayla Reaster, Assistant City Clerk

APPROVED AS TO FORM:

Scott Huber, City Attorney



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMENT AND COUNCIL MEMBERS

FROM: LIZ EHRENSTROM, HUMAN RESOURCE/RISK MANAGER

RE: JOB DESCRIPTIONS FOR OROVILLE MANAGERS ASSOCIATION TO INCLUDE A SUBSTITUTION CLAUSE FOR FLEXIBILITY IN HIRING

DATE: NOVEMBER 7, 2023

SUMMARY

The City Council will consider and adopt the job descriptions for OMA members to add a substitution clause for meeting the minimum qualifications of the job, providing flexibility in hiring.

DISCUSSION

Many of the City’s job descriptions include substitution language for meeting the minimum qualifications of the job, and some do not. Staff would like to be consistent with the job descriptions and add a substitution clause in each job description that does not have one, starting with the managers’ job descriptions. The proposed substitution clause reads as follows:

Education, Experience and License/Certification Requirements:

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying, any such waiver of education and experience requirements require the approval of the Department Head and the concurrence of the City Administrator. A typical way to gain such knowledge and abilities would be:

This section would be placed above the required education and experience in the job description. This allows for flexibility in hiring a qualified employee who may not have the required experience but has a lot of education or the reverse, has a lot of experience but lacks the required education. This would be determined on a case-by-case basis and would be at the discretion of the department head in conjunction with the City Administrator.

FISCAL IMPACT

None

RECOMMENDATION

Approve the attached job descriptions to include substitution language for meeting the minimum qualifications.

ATTACHMENTS

- Airport Manager Job Description
- Building Official Job Description
- Human Resource-Risk Manager Job Description
- IT Manager Job Description
- Police Lieutenant Job Description
- Public Works Operations Manager Job Description

AIRPORT MANAGER

DEFINITION

Under general direction, manage, plan, and direct airport operations including maintenance, construction, economic development, marketing, long term planning activities; implement policies and procedures; ensure compliance; perform a wide variety of complex administrative work and problem solving relating to economic and business development, business services, community marketing and development, and general administrative services to strengthen, expand, and improve airport business activity. Develop programs and strategies to market commercial air service, general aviation, aeronautical firefighting activities, and overall business relations to maximize Oroville Municipal Airport as a municipal enterprise.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director of Community Development.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Plan, manage, direct, and participate in all airport activities; maintain records, gather data, generate reports; supervise and evaluate assigned personnel; and coordinate with other City departments^{*,*}_{,-}.

Assist in the development of policies and ~~procedures, and~~ procedures and oversee and enforce them to ensure the airport is operated and maintained in accordance with Federal, State, and local rules and regulations as well as accepted industry standards^{*,*}_{,-}.

Coordinate with City Fire Department regarding aircraft rescue and firefighting procedures, equipment, staffing, and training^{*,*}_{,-}.

Provide for a 24-hour, 7-day emergency response; respond to such emergencies and direct activities^{*,*}_{,-}.

Direct and oversee required inspections of airport facilities for safety, compliance, and maintenance^{*,*}_{,-}.

Develop and implement programs related to air service development and other economic development opportunities^{*,*}_{,-}.

Develop and implement strategies for the marketing and promotion of the airport and airport facilities ~~in order to~~ to maximize the use of airport property for commercial and industrial purposes^{*,*}_{,-}.

Conduct negotiations and prepare leases, concession agreements, and other contract documents^{*,*}_{,-}.

Manage airport properties; formulate and implement plans for development and improvement of airport aviation and industrial facilities^{*,*}_{,-}.

Act as a liaison to airport tenants and new businesses in matters related to airport operations, maintenance, construction, and potential expansion opportunities^{*,*}.

Develop and monitor the airport operating and capital budgets; review and analyze the activity of assigned revenue and expense accounts; make recommendations regarding budget issues; implement appropriate cost recovery or expense reduction policies to achieve and maintain a balanced budget^{*,*}.

Directly oversee the preparation of grant applications for Federal and State funding and coordinate the Federal Aviation Administration (FAA), State and City approval processes; administer the grant projects and the Airport Capital Improvement Program (ACIP)^{*,*}.

Develop and maintain the airport certification and emergency manual^{*,*}.

Develop and implement a security program and maintain associated ~~manual~~ manuals.

Provide primary staff support to the Airport Commission; prepare agendas, attend meetings, and make presentations; attend and present to City Council and other City board or commission meetings as required^{*,*}.

Conduct airfield inspections in the absence of Airfield Supervisor^{*,*}.

Perform other related duties as assigned.

Maintain compliance with Butte County Air Quality Management for airport fuel farm

MINIMUM QUALIFICATIONS

Education, Experience and License/Certification Requirements:

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying, any such waiver of education and experience requirements require the approval of the Department Head and the concurrence of the City Administrator. A typical way to gain such knowledge and abilities would be:

Education and/or Experience: ~~Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for an Airport Manager. A typical way of obtaining the required qualifications is to possess t~~The equivalent of five years of increasingly responsible experience in airport operations, maintenance, and safety, with knowledge of FAA regulations and grant programs, including two years of administrative and supervisory responsibility.

Five years of increasingly responsible experience in airport administration with knowledge of FAA regulations and grant programs. Experience with operations at a Part 139 Certificated airport. The position requires direct experience in the establishment, implementation, and maintenance of airport facilities, related policies, and procedures, as well as grant and project management. Supervisory management experience at a non-hub primary airport is desirable.

License/Certificate:

Possession and maintenance of a valid driver's license.

A certificate as an Accredited Airport Executive (A.A.E.) by the American Associate of Airport Executives is highly desirable.

A valid pilot's license or certificate is desirable.

Knowledge of:

Principles and practices of aviation facility operation and development; familiarity with Federal Aviation Regulations Part 139, FAA Advisory Circulars, Code of Federal Regulations Part 1542 and the California Aeronautics Program regulations, the FAA Airport Improvement Program grant process and grant assurances; functions of economic development; airport master plans; airport land use and zoning regulations; preparation and negotiation of airport leases, contracts, and agreements; aviation practices and terminology; airport certification, security, and emergency manuals; budget development and expenditure control; principles of supervision, administration, and training.

Ability to:

Manage and evaluate the operation of a modern airport facility; develop and implement airport development, marketing, and promotion programs; provide supervision and training to assigned staff; develop and administer airport certification and safety programs; develop and administer lease and other contractual agreements; establish and maintain emergency operating procedures; establish and maintain cooperative working relationships; and communicate clearly and concisely both orally and in writing.

TYPICAL WORKING CONDITIONS**Physical Demands**

While performing the duties of this job, the employee is frequently required to sit, talk, and hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. Specific vision abilities required by this job include close vision and the ability to adjust focus. Hearing abilities required by this job include the ability to distinguish radio transmissions from pilots, air traffic controllers, and public safety operators. The employee must occasionally lift and/or move up to 25 pounds.

Work Environment

The employee occasionally works in outside weather conditions, including exposure to hot temperatures, wind, and wet weather. The noise level is usually quiet in the office and moderate in the field.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

BUILDING OFFICIAL

DEFINITION:

To plan, coordinate, direct and evaluate the services, programs, and activities of the Building Inspection Division; participates in code interpretation, plan checking, issuance of permits, and field inspections and performs the most technically complex tasks within the division.

SUPERVISION RECEIVED AND EXERCISED:

Receives general direction from the Community Development Director.

Responsibilities include direct and indirect supervision over professional, technical, and clerical personnel within the Division.

EXAMPLE OF ESSENTIAL FUNCTIONS: *Essential functions may include, but are not limited to, the following:*

Plans, organizes, directs, and supervises the services, programs, and activities of the Building Inspection Division.

Within City policy, recommends appropriate services and staffing levels; allocates resources accordingly.

Develops, implements, and evaluates goals and objectives, policies and procedures, program guidelines, and short- and long-range plans for the department.

Continuously monitor and evaluates the efficiency and effectiveness of service delivery methods and procedures; identifies opportunities for improvement; directs the implementation of changes.

Prepares and administers the department's annual budget; ensures effective and effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

Selects, assigns, supervises, and evaluates the performance of department personnel; provides of coordinates staff training; ensures staff compliance with all applicable policies, procedures, laws, regulations, and standards.

Provides advice and assistance to the City Administrator, City Council, Planning Commission, Building Board of Appeals, and other bodies in matters pertaining to City building division/fire prevention on an as needed basis; prepares items for meeting agendas on an as needed basis.

Coordinates department activities with other departments and agencies on a daily.

Enforces a variety of codes, including California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Historical Code, Uniform Housing Code, Uniform Code for the Abatement of Dangerous Buildings, and local codes such as zoning, nuisance, and noise. Issues correction notices and stop work orders.

Prepares and/or updates ordinances and resolutions related to Building Code, Mechanical Code, Plumbing Code, Electrical Code, Historical Building Code, Housing Code, Code for the Abatement of Dangerous Buildings, and related building regulations; enforces codes and makes arrangements for abatement of violations.

Confers with architects, engineers, developers, investors, consultants, and the public on building and other code requirements in general development matters; receives and responds to inquiries, concerns and complaints regarding building projects and other department functions.

Responsible for coordination of Certificate of Occupancy with all divisions, departments, and agencies as appropriate.

Assists in researching problems and complaints regarding commercial and residential buildings, building construction and code compliance. Responds to complex and sensitive building issues.

Reviews and approves plans submitted for building permits; ensures conformance to applicable building, electrical, mechanical, plumbing, fire, zoning and other codes and regulations of City, state, and federal agencies.

Oversees the inspection of industrial, commercial, and residential buildings; personally, performs the more complex inspections and assists subordinates with inspection work as needed.

Assists in resolving complex and sensitive customer service issues, either personally, by telephone or in writing; maintains records and documents of customer service issues and resolutions.

Represents the division in various City, civic and community meetings as required.

Serves as ex-officio member of the Board of Appeals and performs the duties of the secretary to the Board, maintaining written transcripts of all meetings, facilitating meetings, providing required information, etc.

Keeps abreast of new developments in building enforcement and fire safety.

Maintains records of building inspection activity and completes related reports. Issues certificates and permits as appropriate.

MINIMUM QUALIFICATIONS:

Knowledge of:

Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.

Modern principles, practices, techniques and equipment of building inspection and code enforcement operations.

Uniform building, electrical, mechanical, plumbing, housing, historical buildings, codes for the abatement of dangerous buildings, and general construction codes.

Electrical, carpentry, masonry, and plumbing work methods and materials.

Safe standards and methods of building construction for commercial, industrial, and residential structures.

Basic principles of structural design and engineering mathematics.

Research methods and sources of information related to building code enforcement.

Principles of supervision, training, and performance evaluation.

Budget preparation and administration practices.

Modern office practices and technology, including the use of computers for word and data processing.

Methods of letter writing and report preparation.

English usage, spelling, grammar, and punctuation.

Safe work practices.

Public/community relations techniques.

Ability to:

Interpret, analyze, apply, and enforce federal, state, and local laws, rules, and regulations.

Effectively administer a variety of code enforcement, building inspection, and plan review activities.

Develop, implement, and interpret goals and procedures for providing effective and efficient building inspections and code enforcement services.

Analyze problems, identify alternative solutions, determine consequences of proposed actions, and implement recommendations in support of goals.

Research, analyze and evaluate new service delivery methods and procedures.

Read and understand complex plans, specifications, and blueprints.

Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations for plans, regulations, and standard construction practices.

Advise on standard construction methods and requirements for residential, commercial, and industrial buildings.

Select, supervise, train, and evaluate staff.

Prepare and administer a budget.

Prepare clear and concise administrative reports.

Perform mathematical computations with accuracy.

Gain cooperation through discussion and persuasion.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

MINIMUM QUALIFICATIONS

Education, Experience and License/Certification Requirements:

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying, any such waiver of education and experience requirements require the approval of the Department Head and the concurrence of the City Administrator. A typical way to gain such knowledge and abilities would be:

Experience:

Five years' experience in general construction, at least two of which involved building inspection and enforcement of building codes.

Education:

Two years of post-secondary college or technical instruction in building technology, construction management, mechanical, electrical, plumbing, or building construction.

Additional Requirements:

Possession of a valid California Class "C" driver's license.

Possession of a Building Official Certificate from the Council of American Building Officials.

TYPICAL WORKING CONDITIONS:

Work is performed in an office and field environment. Incumbent drives in surface streets and may be exposed to traffic and construction hazards, fire hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, heights, fumes, dust, odors, toxic or caustic chemicals, and vibrations.

TYPICAL PHYSICAL REQUIREMENTS:

Requires the mobility to work in an office and field environment. Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl, and reach while performing office duties and/or field work; lift and/or move light to moderate heavy weights; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communication with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen

This class specification lists the major duties and requirements of the job and is not all-inclusive. –Incumbents may be expected to perform job-related duties other than those contained in this document.

CITY OF OROVILLE**Information Technology Manager****Definition:**

To direct, plan, organize and supervise all phases of maintenance and services for technology and telecommunication networks and/or systems.

Typical Duties and Responsibilities: Duties may include, but are not limited to, the following:

Responsibility for planning, forecasting, advising and the implementation of all functions within the IT operations.

Evaluates and makes the recommendations for the selection of hardware, software and network components related to the development or acquisition of network structures/operating systems/services, or application software and database systems for City departments; negotiates vendor contracts for major project initiatives.

Develops and makes recommendations of short and long-range planning, including strategic planning, for large-scale information technology projects from inception through implementation; develops and maintains divisional plans.

Manages and/or oversees the administration and ongoing development of the City website and intranet system.

Establishes and monitors adherence to policies, procedures and standards related to the use of technology.

Assists in the development of the budget and expenditures relating to technology.

Identifies, coordinates, and provides information technology training to City staff, as appropriate.

Represents the City to outside agencies and organizations; participates in outside community and professional groups and committees; provides technical assistance as needed.

Maintains current knowledge of new trends and innovations in the field of information technology

Builds and maintains positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Performs related duties as assigned.

Contract management of consultants.

Coordination of interfaces to link various programs

Minimum Qualifications:

Knowledge of: Operations, services and activities of an information technology program; management skills to analyze programs, policies and operational needs; principles and practices of program development and administration; advanced principles and procedures of computer systems and related equipment; modern and complex principles and practices of computer systems and network design; principles and procedures of computer programming and planning; personal computer hardware and software products, principal equipment and network interface; basic principles, practices, methods and techniques for project management; principles and practices of municipal budget preparation and administration; research techniques, methods and procedures; new development and trends in emerging telecommunication and information technologies; application security and privacy techniques; principles of supervision, training, team building and performance evaluation; pertinent federal, state and local laws, codes and regulations.

Ability to: Plan, organize, direct and coordinate with staff; lead and direct operations, services and activities of the IT division; develop and administer division goals, objectives and procedures; identify problems, develop solutions, and implement a plan of action; prepare and administer budgets; prepare clear and concise management reports; conduct complex presentations using various media sources; analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals; research, analyze and evaluate new service delivery methods and techniques; interpret and apply federal, state and local policies, laws and regulations; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work; work non-standard hours such as evenings, weekends and holidays as needed.

Education, Experience and License/Certification Requirements:

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying, any such waiver of education and experience requirements require the approval of the Department Head and the concurrence of the City Administrator. A typical way to gain such knowledge and abilities would be:

Education, Experience and License/Certification Requirements:

~~*Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying. A typical way to gain such knowledge and abilities would be:*~~

Education: The equivalent of a bachelor's degree in computer science, management information systems, business systems, or closely related field. An MSCS, MBA, or MPA is desirable.

Experience: Five years of progressively responsible and broad recent experience in information technology, systems, design, and programming, including at least two years supervising professional or technical staff.

License or Certificate:

Possession of a valid California Class C Drivers License.

Possession of MCSE, PMP or similar certification is desirable.

Physical and Sensory Requirements:

On a continuous basis, sit at a desk for long periods of time; intermittently stand, bend, squat, climb, kneel, and twist while working on computer equipment, peripherals, and other ancillary equipment; climb ladders; climb under desks; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use various hand tools and testing equipment in repair, adjustment, or problem identification of computers and related equipment; use telephone; write or use a keyboard to communicate through written means; and lift or carry weight of 50 pounds or less. Attentiveness and concentration necessary to perform multiple tasks concurrently. The noise level in the work environment is usually moderate.

Distinguishing Characteristics:

This is a single position classification, fulfilling assigned responsibilities within a framework of policy guidelines. The incumbent is responsible for the operations and activities of Information

Technology: The employee in this classification assumes responsibility for program development and management including the development and implementation of goals, objectives, policies, and priorities for IT activities. The incumbent ensures that activities of IT are completed in a timely and efficient manner consistent with defined policies and regulations.

Knowledge of crystal reports, land use permitting programs, web portals, laserfische, and Microsoft applications. Experience in using Linux, UNIX, and Microsoft Exchange servers.

Supervision Received and Exercised:

Works under the direct supervision of the Director of Finance.

Additional Requirement:

Must pass comprehensive background for security clearance.

PUBLIC WORKS OPERATIONS MANAGER

DEFINITION

Plans, organizes, manages, and directs the construction, reconstruction, repairs and maintenance of streets, bridges, storm drains sanitary sewer system, airport, and fleet vehicles. Develops and administers capital improvement projects and budgets.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director of Public Works.

May exercises direct supervision over Public Works Operators, Park Maintenance Technicians, Lead Tree Worker, Building Maintenance Technician, Collection System Operators, Equipment Mechanics, and Traffic Signal Technician/Electrician.

EXAMPLES OF ESSENTIAL FUNCTIONS – Essential functions may include, but are not limited to, the following:

Assists in developing and implementing policies, methods, and procedures for departments and divisions; organizes, plans, and schedules activities for diverse and complex sections within each division.

Manages a Work Management Program; sets performance goals and production standards for planned and preventative maintenance programs; develops strategies and coordinates responses to emergencies and disasters that relate to public works operations.

Prepares and presents staff reports to the City Council, Mayor, City Manager, committees, and the community; attends community meetings and makes commitments to resolve problems on behalf of the agency.

Evaluates alternate courses of action for street maintenance projects as a part of the Maintenance Management Program.

Develops and administers projects; develops bid proposals and manages the preparation of contract specifications for asphalt resurfacing, pavement surface treatment services, equipment rental, and the procurement of construction materials and supplies.

Works with the Director of Public Works in preparing recommendations for code revisions and resolutions.

Responds to complaints from the public and other agencies; provides quality teamwork and customer service to internal and external clients.

Supervises all public works operators, equipment mechanics, and traffic signal technician/electrician staff; establishes performance goals and conducts performance evaluations; develops and administers employee safety training programs.

Develops, administers, and monitors operating and capital budgets; prepares and maintains records and reports; writes letters; prepares cost estimates.

Operates a motor vehicle in the performance of assigned duties.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Materials, records, equipment, and current practices used in the maintenance, repair, and improvement of streets, drains, and related structures.

Principles of project management and supervision.

Principles of personnel management, training, and evaluation.

Plans review, including analysis of labor and materials cost.

Budget development and administration.

Public contact and community relations.

Ability to:

Prepare or review plans and specifications.

Direct the response to emergency and disaster situations.

Estimate capital project costs.

Supervise, train, and evaluate staff.

Maintain and prepare detailed reports.

Interface effectively with other departments, the public and other agencies.

Evaluate proposed projects, or alternative solutions to a maintenance or construction problem.

Establish and maintain effective work relationships with those contacted in the performance of required duties.

Education, Experience and License/Certification Requirements:

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying, any such waiver of education and experience requirements require the approval of the Department Head and the concurrence of the City Administrator. A typical way to gain such knowledge and abilities would be:

Experience:

Five years of prior comparable public works operations management experience.

Education:

An associate degree from an accredited college with course work in public works maintenance, personnel management, or a related field. A bachelor's degree is desirable.

Additional Requirements:

Possession of a valid California Class "B" driver's license. A valid Class "A" license is desirable.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets, traverses' uneven terrain on foot, and may be exposed to traffic and construction hazards, fire hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, humidity, heights, confined spaces, fumes, dusts, odors, toxic or caustic chemicals, vibration.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl and reach while performing office duties and/or field work; lift and/or move up to 25 pounds frequently and up to 100 pounds occasionally; use hands to finger, handle, feel or operate objects, tools, and controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

HUMAN RESOURCE /RISK MANAGER

DEFINITION

Performs professional level human resources duties, to include, but not limited to, recruitment, examination, selection, equal employment opportunity, employee relations, benefits administration, classification, compensation, general personnel support, and risk management; implements and administers assigned program responsibilities; conducts research, analysis, and preparation of reports; performs other related duties as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director of Finance. Provides direction to the Human Resource Analyst and the Human Resource Technician.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Oversees the City's recruitment and selection activities including advertising of open positions, obtaining interview panel members, tracking progress through the employment process, and conducting thorough background checks.

Manages the completion of classification and compensation studies.

Supervises the day-to-day activities of the Human Resources Department.

Acts as the Risk Manager and provides oversight of risk management activities for the City with an emphasis on workers' compensation and general liability.

Assists the Labor Consultant during labor negotiations and Memorandum of Understanding administration.

Consults and advises with Department Directors, Managers and Supervisors on a wide variety of human resources, risk, and general management/employee issues.

Advises City staff regarding grievances and/or disciplinary actions; gathers and assembles information to prepare disciplinary documents; provide advice and guidance to departments on employee relation matters, and in the interpretation and application of memorandums of understanding, personnel rules, policies, and procedures.

Assists in coordinating various training programs for City departments.

Ensures compliance with various City, State, and Federal programs and regulations including the Americans with Disabilities Act, FMLA/CFRA, Cal-OSHA, Affirmative Action, and Sexual Harassment guidelines.

Coordinates leave management programs; advises employees on their rights under Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), State Disability Insurance(SDI), Paid Family Care Leave (PFL), long-term disability, and disability retirement; receives and processes requests for FMLA, CFRA, and other leaves; determines eligibility and sends initial notices; requests additional information and

prepares other leave-related correspondence; recommends approval or denial of leaves.

May assist in conducting investigations involving potential disciplinary actions and alleged violations of the provisions of the City's Personnel Rules & Regulations and the Memorandums of Understandings with each bargaining unit.

Maintains departmental records and employee files in a confidential manner.

Preparing reports and efficiently maintaining accurate records.

Serves on various boards and/or committees for Human Resources and Risk Management.

Represent the department before the City Council, community, outside agencies and at professional meetings as requested.

Performs other duties and assumes other responsibilities as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of public human resources administration, including recruitment, selection, labor and employee relations, and employee benefits; legal and professional standards and procedures for the development, administration, and validation of assessment instruments; research methods; principles and practices of program and budget development, administration, and evaluation; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; basic principles of mathematics; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office equipment including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Establish and maintain a high level of communication, cooperation, and understanding among all levels of City staff with regard to human resources policies and programs; administer labor relations agreements fairly and effectively; collect, analyze, and interpret survey and statistical data; develop and coordinate work programs; interpret, explain and apply applicable laws, codes and regulations; train, supervise and motivate assigned staff; plan, organize, train, evaluate and direct work of assigned staff; demonstrate strong people and problem solving skills, be self-motivated, display positive character, and provide for an innovative culture; make adjustments to standard operating procedures to improve effectiveness and comply with regulatory changes as appropriate; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety

principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

MINIMUM QUALIFICATIONS

Education, Experience and License/Certification Requirements:

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying, any such waiver of education and experience requirements require the approval of the Department Head and the concurrence of the City Administrator. A typical way to gain such knowledge and abilities would be:

Education:

Graduation from a four-year college or university with major coursework in human resources, business administration, public administration, or a closely related field.

Experience:

At least five (5) years of recent, full-time human resources experience with at least two years of management experience. Governmental experience is desirable.

Substitution:

~~A master's degree in human resources, management, business administration, public administration, or a closely related field may be substituted for one year of the required experience.~~

Additional Requirements:

Possession and Maintenance of a valid California Class C driver's license is required.

TYPICAL WORKING CONDITIONS

Work typically is performed in a normal office environment. Occasionally work is performed outdoors, possibly exposing employees to traffic and construction hazards, adverse weather conditions, wetness and humidity, above-average noise, air contaminants, fumes, and dust.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch, and reach while performing office and field inspection duties; lift and/or move objects weighing up to 25 pounds; use hands to finger, handle or feel objects, tools, or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

POLICE LIEUTENANT

DEFINITION

To plan, organize, supervise, administer, and participate in the activities and operations of a major division of the Police Department; to provide responsible and complex administrative support to the Chief of Police; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Chief of Police.

Exercises direct supervision over subordinate public safety and non-sworn police personnel.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Plans, organizes, administers, and supervises division services and activities.

Coordinates and works closely with the Police Chief and other division commanders on all matters affecting routine or special divisional operations.

Establishes and implements operational policies and procedures; evaluates and modifies policies and procedures to increase divisional efficiency and effectiveness.

Interprets and provides guidance regarding goals and objectives, policies, and procedures, to division personnel.

Estimates staffing and equipment requirements for the division.

Participates in employee recruitment, selection, and promotional processes; evaluates and determines training needs of assigned personnel and ensures the provision of adequate training.

Assigns, schedules, supervises, and evaluates the work of assigned personnel through the chain of command.

Establishes work and service priorities for the division and deploys appropriate personnel.

Reviews and evaluates reports of subordinate officers for accuracy, completeness and compliance with departmental policies and procedures; determines and monitors follow-up actions required.

Provides technical and professional advice and assistance regarding departmental working relationships; negotiates, mediates, and resolves sensitive issues and conflicts as necessary.

Conducts background / pre-employment and internal investigations.

Keeps abreast of legislation, case law and other issues that impact department operations.

Oversees the department's efforts and activities to maintain and promote professional standards.

Oversees the department's community policing programs.

Writes and submits grant proposals for program/project funding; administers secured grants.

Conducts and attends staff meetings as required.

Coordinates departmental functions with other City departments, agencies, and organizations as appropriate.

Attends civic and other community meetings and events to explain and promote the activities and functions of the department and to establish favorable public relations; gives public speaking presentations as requested.

Performs special administrative projects, assignments and research as requested by the Police Chief.

Serves as Acting Chief of Police in the absence of the Chief.

Serves as tactical team commander; performs routine police work as required.

MINIMUM QUALIFICATIONS

Knowledge of:

Pertinent federal, state, and local laws, regulations, codes, and ordinances.

Operational characteristics, services, and activities of a comprehensive municipal law enforcement program.

Structure, functions, and inter-relationships of state and local law enforcement agencies.

Up-to-date law enforcement and law enforcement training procedures.

Courtroom procedures and legal practices.

Firearms, automotive, radio and other law enforcement equipment.

Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.

Modern and complex principles and practices of program development and administration.

Recent developments, current literature and sources of information related to police science and public safety.

Principles of supervision, training, and performance evaluation.

Modern office practices and technology, including the use of computers for word and data processing.

Methods of letter writing and report preparation.

English usage, spelling, grammar, and punctuation.

Safe work practices.

Public / community relations techniques.

Ability to:

Interpret, analyze, apply, and enforce federal, state, and local laws, rules, and regulations.

Provide administrative and professional leadership for the Police Department.

Perform duties under the pressure of very high expectations for exemplary and non-erring leadership, management, professionalism, and implementation of law enforcement procedures.

Plan, organize and supervise the work of subordinate officers.

Select, supervise, train, and evaluate staff.

Assist in developing and interpreting goals and procedures for providing effective and efficient municipal law enforcement services.

Analyze problems, identify alternative solutions, determine consequences of proposed actions, and implement recommendations in support of goals.

Research, analyze and evaluate new service delivery methods and procedures.

Perform responsible police work in accordance with all applicable laws, regulations, policies, procedures, and guidelines.

Participate in criminal investigations.

Appraise situations and people accurately and quickly and adopt an effective course of action.

Observe, remember, and recall detailed information, names, faces and facts.

Work under stressful or dangerous conditions, often involving considerable personal risk or risk to others.

React quickly and calmly in emergency situations.

Deal courteously, yet firmly and effectively with the public in police situations.

Properly use firearms and other work-related equipment.

Learn standard police radio procedures and codes.

Prepare clear and concise administrative reports.

Perform mathematical computations with accuracy.

Make effective public presentations.

Gain cooperation through discussion and persuasion.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Meet the physical requirements necessary for successful job performance.

Education, Experience and License/Certification Requirements:

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying, any such waiver of education and experience requirements require the approval of the Department Head and the concurrence of the City Administrator. A typical way to gain such knowledge and abilities would be:

Education and Experience:

Possession of a bachelor's degree from an accredited college or university with a major in police science, business or public administration or a related field and two years of experience in law enforcement at the level of Sergeant or above.

OR

Completion of 60 semester units from an accredited college or university with emphasis in police science, business or public administration and six years of law enforcement experience with a minimum of two years at the level of sergeant or above.

Additional Requirements:

Possession of a valid California driver's license.

Possession of an Advanced and Supervisory Certificate as issued by the state of California Commission on Peace Officer's Standards and Training.

Must obtain a P.O.S.T. **Supervisory Management** Certificate within two years from the date of appointment.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and equipment hazards, adverse weather conditions, temperature and noise extremes, violence, heights, explosives, fumes, dusts, odors, toxic or caustic chemicals, pathogenic substances, vibration.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, run, climb, balance, bend, squat, twist and reach while performing office duties and/or police work; lift and/or move more than 100 pounds of weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen. Requires the strength and stamina to perform law enforcement duties, including handling firearms, making arrests, and driving a motor vehicle.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: BRIAN RING, CITY ADMINISTRATOR
DAVID G. RITCHIE, ASST. CITY ATTORNEY**

**RE: RESOLUTION RELATING TO CONTINUATION OF STATUS QUO
BENEFITS FOR POLICE LIEUTENANTS AND BATTALION CHIEFS
WHEN CHANGING BARGAINING UNITS**

DATE: NOVEMBER 7, 2023

SUMMARY

In 2017 City employees in the Battalion Chiefs and Police Lieutenant classifications changed bargaining units from the Oroville Management and Confidential Employees Association to the Oroville Public Safety Mid-Managers Association. The City, as required by law, continued to maintain the same wages, hours and working conditions, absent any negotiated change. Because certain items of pensionable compensation, (such as uniform allowance) require that the City recognize their pensionable nature in an MOU approved by resolution, CalPERS has requested that the City clarify that the terms of the 2014 OMCA MOU (as amended on February 2, 2016) continued to apply to the Battalion Chiefs and Police Lieutenants. Staff presents this Resolution reflecting that the terms of that MOU continued to apply to the affected classes.

DISCUSSION

As noted above, the newly formed Public Safety Mid-Managers Association never completed negotiations for a successor MOU, therefore, retained all of their existing benefits. The Battalion Chiefs classification was eliminated with the City's contracting to CalFire effective July 1, 2022, and the Police Lieutenants were re-absorbed back into the OMCA in July of 2019.

The terms of the 2014 MOU (as amended on February 2, 2016) continued to apply to the Battalion Chiefs until the elimination of those positions on July 1, 2022 and to the Police Lieutenants until they re-joined the OMCA, at which time, the terms and conditions that applied to them under the 2014 OMCA MOU remained in effect (notwithstanding that the OMCA may have negotiated changes in terms and conditions of employment for *other classifications* in the interim).

During this time period the City continued to report uniform allowance and certain other additional pay as pensionable compensation to CalPERS as it had always done in the

past. CalPERS, however, requires documentation, such as a resolution supporting the inclusion of this additional pay in order to properly include it in compensation for the purpose of calculating pension amounts.

FISCAL IMPACT

None. The City has consistently reported uniform allowance as pensionable compensation throughout the time period in question.

RECOMMENDATIONS

1. Adopt Resolution No. _____ - A RESOLUTION OF THE OROVILLE CITY COUNCIL CLARIFYING THE CONTINUATION OF CERTAIN BENEFITS FOR SAFETY MANAGEMENT PERSONNEL CONTAINED IN THE 2014 OMCA MOU (AS AMENDED FEBRUARY 2, 2016) AND APPROVING SUCH CONTINUATION AS "STATUS QUO" UNTIL REPLACED IN A NEW SUCCESSOR MOU

ATTACHMENTS –

Resolution No.

Side Letter Agreement with the Oroville Manager's Association

**SIDE LETTER AGREEMENT
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF OROVILLE
AND
OROVILLE MANAGER'S ASSOCIATION**

Item 7.

**PERIOD OF COVERAGE
JULY 1, 2015 – DECEMBER 31, 2023**

Pursuant to the Meyers-Milias-Brown Act ("MMBA"), this Side Letter Agreement is entered into on November 7, 2023, between the City of Oroville ("City") and the Oroville Manager's Association herein referred to as ("OMA").

It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral or written, regarding the matters contained herein. The parties have met and conferred in good faith and the OMA, and the City agree as follows:

This side letter agreement is to declare and provide the continued provisions of uniform allowance for safety managers to include Fire Department Battalion Chiefs from July 1, 2016, to July 1, 2022, when they became Cal Fire employees and Police Department Lieutenants from July 1, 2016, to December 31, 2023. The City and OMA are currently in negotiations and this side letter agreement for uniform allowance will be included in the new negotiated MOU.

Language to be included:

Section 7 CLOTHING ALLOWANCE AND SAFETY EQUIPMENT

7.1 Safety Employees

- A. Each safety member covered by this Memorandum shall receive an annual clothing allowance equivalent to the amount negotiated by the respective safety employee associations at the time of the member's original appointment. Payment will be made in the member's first paycheck. Subsequent distributions will occur in the first pay period in December thereafter. This will constitute the clothing allowance for the following calendar year.
- B. The City agrees to provide members with the following uniform insignia:
 - 1. Patches – up to two sets per year as needed
 - 2. Pins – as needed for Hats and caps

The appropriate Department Head shall decide when replacement of these items above for OMA members is necessary.

7.2 Non-Safety Employees

The City will continue to provide uniforms and safety equipment, as necessary, equivalent to the amount negotiated by the respective employee associations.

- 7.3 City agrees to pay the initial cost of any ordered uniform article change.
- 7.4 Special equipment, upon availability, will be issued to the individual members who shall be both accountable for the equipment and responsible for the care of the equipment. The City will provide the normal equipment maintenance.
- 7.5 In the event one or more of the respective employee associations referenced in 7.1 or 7.2 above convert its allowance to some other benefit, the equivalent monetary value of that conversion will be offered to the affected OMA employee(s).
- OMA’s MOU and all its terms shall remain in effect until Midnight on December 31, 2023, and these provisions herein shall sunset on this date, unless a successor MOU has been negotiated.

Both parties agree to the above provisions.

OROVILLE MANAGERS’ ASSOCIATION

CITY OF OROVILLE

, OMA President

Brian Ring, City Administrator

Date:_____

Date:_____

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9194**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL CLARIFYING THE
CONTINUATION OF CERTAIN BENEFITS FOR SAFETY MANAGEMENT
PERSONNEL CONTAINED IN THE 2014 OMCA MOU (AS AMENDED FEBRUARY 2,
2016) AND APPROVING SUCH CONTINUATION AS “STATUS QUO” UNTIL
REPLACED IN A NEW SUCCESSOR MOU**

WHEREAS Public safety management employees including Battalion Chiefs and Police Lieutenants of the City of Oroville previously were members of the Oroville Management and Confidential Employees Association (OMCA) and subject to the terms and conditions contained in an MOU approved by City Council in Resolution No. 8260 on September 2, 2014; and

WHEREAS the employees referenced above separated from the OMCA bargaining unit upon formation of the Oroville Public Safety Mid-Managers Association on September 14, 2017, made up of the Battalion Chiefs and Police Lieutenant classifications: and,

WHEREAS the Oroville Public Safety Mid-managers Association never completed negotiations on an MOU of their own; and,

WHEREAS on July 25, 2019, the Police Lieutenant class was rejoined into the OMCA; and,

WHEREAS the Battalion Chiefs classification was eliminated with the contracting of Fire Services to CalFire;

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

1. The City Council of the City of Oroville hereby declares and provides that Battalion Chiefs and Police Lieutenant Classifications continued to be subject to the terms and conditions of employment contained within the 2014 OMCA MOU (as amended on February 2, 2016) provisions, as the status quo, following formation of the Oroville Public Safety Mid-Managers Association.
2. That the Battalion Chiefs continued to be employed pursuant to the terms of the 2014 OMCA MOU (as amended on February 2, 2016) until such time as the classification was eliminated from the City at the time Fire services were contracted out to CalFire.
3. That the Police Lieutenant classification continued to be employed pursuant to the terms of the 2014 OMCA MOU until the date that they re-joined the OMMA.

- 4. That Section 7 in the 2014 OMCA MOU providing for a Clothing allowance and safety equipment for Safety Employees to uniform allowances continued in effect for the Police Lieutenants during the time periods from September 14, 2017, through the date that they rejoined the OMCA on July 25, 2019. Thereafter, said Section 7 has continued in effect for the Police Lieutenant classification through the date of this resolution, and shall continue to apply until such time as the OMCA or City propose a change as applicable to the Police Lieutenant classification and engage in meet and confer over such proposed change.

- 5. That the above continuation of working conditions is reflective of the City's practice of maintaining the status quo and not changing wages, hours and working conditions of employees in organized bargaining units without completion of meet and confer as required by Government Code 3500 et.seq.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on November 7, 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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CHIEF OF POLICE

**RE: LICENSING AGREEMENT TO JOIN THE BUTTE REGIONAL
INTEROPERABLE COMMUNICATION SYSTEM**

DATE: NOVEMBER 7, 2023

SUMMARY

The Council will consider an agreement with the Butte Regional Interoperable Communication System (BRICS). The agreement is for all infrastructure necessary to support the Public Safety radio system for the next 5 years. The initial cost is \$92,226.60.

DISCUSSION

The Oroville Police Department currently has (5) five voter / receiver sites. These sites are located in various locations across the City. All sites contain equipment that was installed in 2009. The equipment has become outdated and prone to failure. Over the last few months several repairs have occurred making the radio system more reliable and less prone for failure, however the quality of radio transmission is at times significantly diminished causing an Officer safety issue.

The current radio system for the police department is Project 25 (P25) compliant. P25 is a requirement placed upon all public safety agencies to reduce their radio frequency band width; this is commonly referred to as narrow banding. Narrow banding frees up additional radio frequency space. An additional requirement is for all public safety agencies to become interoperable. Interoperability allows Police and Fire to move from one jurisdiction to another and communicate over their safety vehicle radios with all other local, state, and federal agencies.

The Police department's radio network of five towers has several significant issues.

- 1) Each of the five towers are connected with copper phone lines provided by AT&T. The failing copper infrastructure provided by AT&T creates quite a few outages and AT&T is in the process of abandoning the copper infrastructure all together.

Moving forward new digital lines will need to be installed which will increase the monthly charges and will not work with the Police Departments analog radio channels but only with the one digital channel.

- 2) The radio towers are running on radio gear that is not supported by the manufacturer and parts are hard to come by.
- 3) With the acquisition of south Oroville, the Police Department has found a few weak spots in its coverage of the area. To fix these spots a new tower will be needed to be created to completely cover south Oroville with radio coverage.

In an effort to keep a radio system functional and officers able to communicate in the field a new approach is needed. Upgrading and maintaining a City managed system will become costlier and more complicated as the FCC makes changes to radio requirements. The Police department finds that the county radio system fits the need and in a more cost-effective manner.

The Police department would like to move to Butte County's County wide radio system (BRICS) in efforts to consolidate and streamline communications.

Four phases needed to take place for this to occur.

Phase one – The City of Oroville purchased Motorola portable radios from the Butte County Sheriff's Department in 2019, that they acquired during the Camp Fire crisis. (COMPLETED)

Phase two – Purchase mobile radios for the vehicles and have the radios programed. (COMPLETED)

Phase three – Sign an agreement with Butte County to utilize the county wide system. Once an agreement is made, the City will pay a onetime participation fee of \$81,000. The first year pro rated license fee would be \$11,226.00 for a total of \$92,226.60. This fee would be to license a channel specifically for the Oroville Police Department on Butte County's radio network.

Phase four – Test and then migrate the Police Department to the county wide radio system. Once the migration is complete the City would have a monthly subscriber fee for system maintenance, for 81 devices. This fee would be \$44,906.40/year (\$3,742.20/month).

For additional details see attached agreement.

FISCAL IMPACT

First Year Participation Fee and Monthly Licensing	\$92,226.60
Annual Monthly licensing fee, beginning year 2	\$44,906.40

RECOMMENDATION

Authorize and Direct the Mayor to sign a licensing agreement to join the Butte Regional Interoperable Communication System for public safety radio infrastructure

ATTACHMENTS

- 1. Butte Regional Interoperable Communications System Licensing Agreement

**CITY OF OROVILLE
RESOLUTION NO. 9195**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE BUTTE REGIONAL INTEROPERABLE COMMUNICATION SYSTEM FOR PUBLIC SAFETY RADIO INFRASTRUCTURE

(Agreement No. 3842)

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

1. The Mayor is hereby authorized and directed to execute an agreement with the Butte Regional Interoperable Communication System for public safety radio infrastructure. A copy of the Agreement is attached hereto.

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 7, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED TO AS FORM:

ATTEST:

Scott E. Huber, City Attorney

Brian Ring, City Clerk

**BUTTE REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM
LICENSING AGREEMENT NO. 3842**

THIS AGREEMENT is made and entered into on this 1st day of October 2023, by and between the **COUNTY OF BUTTE** (hereinafter referred to as "County"), a political subdivision of the State of California and the **City of Oroville** (hereinafter referred to as "Agency"), located at 1735 Montgomery Street Oroville, CA. 95965, which are collectively referred to as the "parties."

RECITALS

WHEREAS, the **City of Oroville** desires to contract with the County of Butte for a license for use of the Butte Regional Interoperable Communications System (BRICS).

1. PURPOSE

County grants to AGENCY a non-exclusive license to use the Butte Regional Interoperable Communications System (BRICS) and all components thereof.

2. DEFINITIONS

- A. AGREEMENT is defined as this Butte Regional Interoperable Communications System (BRICS) Licensing Agreement.
- B. ANNUAL BACKBONE MAINTENANCE AND OPERATION FEE is defined as the annual fee necessary to recover the direct costs incurred by the County for maintenance and operation of the Backbone pursuant to Article 6.
- C. ANNUAL USER PLAN is defined as an annual radio communications plan prepared by each Participant reflecting current and anticipated subscriber counts. The plan shall be submitted to the BMG on January 1st each year.
- D. BACKBONE is defined as:
- 1) All trunk repeater site equipment, including transmitters, receivers, and supporting electronic equipment; buildings, towers, and power sources.
 - 2) All electronic or other equipment or leased services used to interconnect the trunk repeater sites.

- 3) All electronic or other equipment or leased services used to connect dispatch centers to the trunk repeater sites.
 - 4) The electronic equipment in the various dispatch centers that appears on the Backbone side of the Demark Point and is used to translate the signals to a suitable audio or digital control signal for use by the dispatch center.
- E. BMG is defined as the BRICS Management Group, which is comprised as set forth in Article 3.
- F. DEMARK POINT is defined as a location, a point or a set of points in the same general area, where signals are transferred from the Backbone to End User Equipment.
- G. END USER EQUIPMENT is defined as all equipment purchased by and under the control of the Participants.
- H. FCC is defined as the Federal Communications Commission of the United States.
- I. PARTICIPANTS shall be defined as any public agency or municipality, which enters into an agreement similar to this Agreement with the County of Butte and is issued a license to use the Backbone by the County of Butte. The current Participants are listed in Appendix A.
- J. PARTICIPATION FEE is defined as an amount to be paid to the County by Participant upon inception of the License Agreement and issuance of a license to use the Backbone. This one-time fee shall be one thousand dollars (\$1,000) per Participant radio up to a maximum of one hundred thousand dollars (\$100,000). This fee may be waived or reduced by the BMG upon recommendation of the System Manager. This fee will be retained by County as an Operating Reserve for unforeseen future costs to operate BRICS.
- K. PUBLIC SAFETY is defined as law enforcement, fire protection, emergency medical services, and emergency operations.
- L. RADIO is defined as any mobile, portable, control station, or base station radio. Although Radios purchased and used solely as maintenance spares are considered Radios under this definition, such spare Radios shall not be included in the calculation of fees (other than purchase and installation costs of the Radios, if applicable), voting rights, or other apportionment under this Agreement.
- M. SCHEDULE is defined as the listing of the total number of Radios to be subscribed by Participant as approved by the BMG and attached hereto as Appendix B.
- N. SECONDARY SYSTEM USER is defined as an agency which has received approval from the BMG to access the System on a separate revocable contract through one of the System Participants. Secondary System Users have the distinction that they do not require talk groups nor intend to use BRICS as part of their daily operations.
- O. SECONDARY USER FEE is defined as an amount paid to the County by Secondary System User upon inception of the License Agreement and issuance of a license to use the BACKBONE. This one-time fee shall be twenty-five dollars (\$25) per Secondary User radio. This fee will be retained by County for additional radio license fees.

- P. SYSTEM is defined as the Butte Regional Interoperable Communications System. This System is intended to provide reliable radio coverage from all Radios at all outdoor locations and designated indoor locations, both as designed by the vendor.
- Q. SYSTEM MANAGER is defined as the Director of Information Systems.
- R. TAC is defined as the Technical Advisory Committee, which is comprised as set forth in Article 4.
- S. VENDOR is defined as the company selected by County to design and supply the System.

3. LICENSE TERM

This Agreement is effective as of the day and year first here-in-above appearing and shall continue thereafter from year to year until five years after. After the initial agreement the license may be renewed for up to fifteen years by written amendment agreed to by both parties.

4. BMG AND TAC – CREATION, ORGANIZATION, AND AUTHORITY

A. BMG

- 1) The voting membership of the BMG shall be as follows:
 - (1) One member appointed by each Participant (optional);
 - (2) One member appointed by the Butte County Sheriff.
 - (a) Each appointing authority shall appoint one alternate voting member who shall have full authority to act in the absence of the member to whom he or she is alternate. All appointments of voting members and alternates shall be communicated in writing to the System Manager, or the successor thereto, who shall act as Secretary to the BMG.
 - (b) Each Participant shall appoint such auxiliary non-voting members to the BMG as it deems appropriate. These members shall have full rights to participate in BMG activities and discussions, except voting. It is expected that each Participant will appoint sufficient members to fully represent all of its communication interests and to provide BMG of sufficient breadth and depth of knowledge and experience to adequately carry out its responsibilities. Each Participant shall notify in writing the Director of Information Systems of all such appointments and of the termination or expiration thereof.
- 2) The BMG shall meet on a periodic basis and when requested by the System Manager or a voting BMG member, but such frequency shall not be less than semi-annually, at a time and place designated by the Secretary, who shall provide written notice thereof to the members and alternates at least 72 hours in advance of the meeting. Such notice shall include a proposed agenda. Sufficient voting members to carry a majority of the voting power of the BMG shall constitute a quorum thereof. Unless otherwise specified in the Agreement, a majority of the voting power of the full BMG shall be required to act. Each voting member of the BMG shall have one vote for each Radio which is part of the System and is owned or controlled by his or her agency.

- 3) The BMG shall have the authority to:
 - (1) Elect officers and conduct meetings;
 - (2) Advise the System Manager as to all matters relative to the construction, expansion, operation, and management of the System;
 - (3) Approve new Participants and Secondary System Users of the System. If a new user is a Participant, the BMG shall determine the appropriate fee structure for the Backbone pursuant to Article 6. If the new user is a Secondary System User, the BMG shall determine the appropriate one-time fee structure in lieu of the standard Backbone fee;
 - (4) Review and approve, disapprove or return for modification, Annual User Plans;
 - (5) Determine the capacity and remaining useful life of the Backbone and whether a major capital investment(s) is required to continue operation with the advice of the TAC or an independent consultant.
 - (6) Approve expenditure of reserve funds for essential modifications by a two-thirds vote of the total voting power of the BMG;
 - (7) Establish procedures for, consider and, to the extent possible, resolve all disputes between the parties or any of the Participants;
 - (8) To perform such other duties and carry out such other powers as are set forth throughout this Agreement.

B. TAC

- 1) The membership of the TAC shall be as follows:
 - (1) One member appointed by each Participant;
 - (2) One member appointed by the Butte County Sheriff.
 - (a) Each Participant may provide additional members to represent the interests of the Participant. Representatives on the TAC shall jointly provide services in kind without compensation from the Systems funding.
 - (b) The TAC shall meet on a periodic basis and when requested by a TAC member, the BMG, or the Director of Information Systems, but such frequency shall not be less than semi-annually, at a time and place designated by the chairperson.
 - (3) The TAC shall be the primary body for the review and discussion of technical performance issues concerning the operations, reliability, and maintenance of the System. The TAC shall advise and make suggestions and recommendations concerning operations, reliability, and maintenance for the chairperson to carry forward to the BMG or Director of Information Systems for review and policy direction.

- (4) During the period of System Construction, the TAC members shall assist the System project manager to ensure the System's construction meets the requirements of the purchase and construction contracts.

5. **BACKBONE**

A. DESIGN

The County shall procure and install the Backbone. The parties acknowledge that the Backbone may be designed and constructed at an operational efficiency level which is less than the optimum design capacity of the Backbone as a means of reducing the costs of procurement and installation of the Backbone. At the time of execution of the Agreement, the initial level of operation has been essentially determined with input and advice from the BMG and the TAC. The balance of the design and construction during implementation and construction shall be determined by the System Manager with input and advice from the BMG and the TAC.

B. OWNERSHIP

County shall hold legal title to all equipment comprising the Backbone during the term of this Agreement and upon its expiration, termination, or cancellation.

C. MAINTENANCE AND OPERATION

County shall be solely responsible for maintenance and operation of the Backbone, including the costs for any repairs and replacements, and subject to recovery of costs therefore pursuant to Article 6 hereof. County shall devote as much staff time as necessary for Backbone operations to minimize any downtime or disruptions to radio communications by Participants.

6. **ANNUAL BACKBONE MAINTENANCE AND OPERATION FEE**

AGENCY shall pay County an annual fee for Maintenance and Operation of the Backbone as agreed pursuant to Attachment B. The annual fee shall be calculated as follows:

- A. $G \times (C/D)$ = Annual Backbone Maintenance and Operation Fee
- B. Where C = Total number of Radios owned and operated by AGENCY as of January 1st of each.
- C. D = the total number of Radios owned and operated by all Participants as of January 1st of each year.
- D. G = Total annual County Maintenance and Operation Costs defined as:
 - 1) Partial funding of County personnel permanently assigned to work on or administer the Backbone. The initial rate will be set at \$76,500/year. This rate will be monitored and periodically adjusted by County Administration as needed to minimize the variance between applied and actual cost.
 - 2) Costs of additional labor, materials and supplies furnished or purchased for performance of maintenance of the Backbone, including the costs for any repairs, equipment upgrades or replacements.

- 3) Comprehensive General Liability and Casualty insurance costs, including reserves for deductibles, for the Backbone.
 - 4) Software Upgrade Agreement (SUA) purchased through Motorola Solutions.
 - 5) A reserve for essential modifications for the Backbone. The reserve shall be financed by a surcharge upon the Annual Backbone Maintenance and Operation Fee. The surcharge shall be \$15.00 per Radio operating within the system.
 - 6) The Capitalized Start Up Costs.
 - 7) Such other direct administrative, financial, and operating costs and charges as are commonly and prudently included in maintenance and operation costs by standard accounting procedures.
- E. County shall send AGENCY an invoice for the amount of the Annual Backbone Maintenance and Operation Fee by February 1st of each year. This fee shall be due and payable not later than May 1st of each year.
- F. If AGENCY purchases and operates at least ten percent (10%) more Radios during the calendar year than the total number of Radios owned and operated by AGENCY as of January 1st, County shall send AGENCY a supplemental invoice by license amendment, which AGENCY shall pay as part of its Fee.

7. PURCHASE OF END USER EQUIPMENT

AGENCY is responsible to purchase End User Equipment compatible with the P25 system.

8. PURCHASE AND USE OF SECONDARY SYSTEM USER EQUIPMENT

AGENCY must purchase End User Equipment for Secondary System Users directly.

9. OPERATION OF RADIOS

County shall assign an identification number for each Radio purchased pursuant to and during the term of this Agreement. No Radio or other device may be placed in use within the System without first being approved as to compatibility by the BMG or the System Manager.

10. SYSTEM OPERATIONS

County and AGENCY agree that policy or management decisions regarding the design of the Backbone and the level of operation and maintenance of the System shall be under jurisdiction of the Director of Information Systems. The director of Information Systems shall be responsible for administration of this Agreement and the System. The BMG shall advise the Director of Information Systems in accordance with Article 4. In the event the Director or Information Systems reports to County's Board of Supervisors and any recommendation therein is contrary to advice rendered by the BMG, the Director of Information Systems shall state to the Board of Supervisors the position of the BMG. Technical operation decisions shall be subject to the advice of the TAC with the approval of the BMG.

The Director of Information Systems, with the advice and consent of the BMG, may make rules, regulations, and policies with respect to the System and its usage, and all users shall comply with those rules, regulations, and policies. In addition, all users shall comply with all applicable provisions of this Agreement and with all applicable regulations of the FCC or any other governmental agency having jurisdiction over System usage.

AGENCY shall file an Annual Use plan on or before such date as shall be specified by the BMG. At such time as the plan is approved by the BMG, it shall be binding except with the further consent of the BMG.

The County may contract with any Participant or Secondary System User for additions or improvements to the System provided that the cost thereof is borne in a manner which does not affect non-consenting parties and the additions or improvements are approved by the BMG.

The County may contract with additional agencies for use of the System. Any such contract shall be upon essentially the same terms and conditions as this Agreement and shall provide that such new Participant shall have the same rights, duties, and obligations as the original Participants. Any such contract shall require the payment by the new Participant of an appropriate Backbone License and Participation Fee which shall be the same as the Total Backbone License Fee as determined by the BMG that would have been paid had the new Participant been a user since the inception of the system together with interested calculated.

Any such contract shall be first approved by the BMG as to availability of capacity and remaining useful life of the Backbone. Any such contract may provide for a lump sum payment of the Buy-In fee or may allow the new Participant to pay such fee with interest over a period of time acceptable to the BMG, but not exceeding the end of the 15-year period of Article 3.

11. FREQUENCY ALLOCATIONS

County and AGENCY agree that if additional frequency capacity is desired to be added to the System, AGENCY, after approval by the BMG, may apply to the FCC for a license and shall pay all applicable fees.

Participants may have frequencies that have been assigned to them by the FCC. The parties agree that these frequencies will be pooled for use by all of the Participants and users during the term of this Agreement and shall be subject to the management of the County and the System Manager. Each Participant retains all rights to the frequencies it has pooled.

12. PUBLIC SAFETY

County and AGENCY agree that Public Safety shall be given priority access to the communications functions of the System over other uses of the Backbone.

13. TERMINATION OF PARTICIPATION FOR CONVENIENCE

AGENCY may terminate its participation in use of the Backbone pursuant to this agreement for its convenience at any time upon 120 days advance written notice. In the event that participation is terminated, AGENCY shall no longer be entitled to access the Backbone or membership on the BMG or TAC, and shall be relieved from payment of the Annual Backbone Maintenance and Operation

Fee for the Backbone until such time as AGENCY elects to recommence participation by providing 120 days advance written notice of its election. Any such notice of termination or commencement of participation shall be effective as of January 1st next following the expiration of the 120 day notice period.

14. CANCELLATION FOR BREACH

Should either party fail to substantially perform its obligations in accordance with the Agreement provisions, the other party shall thereupon have the right to serve upon the breaching party a written notice of breach and requirement to cure. The notice shall advise the other party of the nature of the breach and provide a reasonable opportunity to cure. Such opportunity shall provide a minimum of 30 days (seven days in the case of non-payment of money) following the date of service in which to cure the default, or, if the default is of such a nature that it cannot reasonably be cured within 30 days, to provide a plan for curing and to commence the cure and diligently prosecute it to completion. If the breaching party fails to cure within the period specified, the other party may serve upon the breaching party written notice of cancellation specifying the reasons therefore and the date of cancellation which shall not be sooner than 30 days following the date the notice is served.

If AGENCY cancels for breach and it is subsequently determined that County did not fail to substantially perform its obligations in accordance with the Agreement, then cancellation for breach by AGENCY shall be deemed and treated as termination of participation for convenience.

The parties agree that the rights granted under this Agreement for use of the System are unique, and in the event of a breach of the Agreement by County, the remedy of cancellation may be inadequate. Therefore, in the event of a material breach by County, AGENCY shall be entitled to the remedy of specific performance and any other remedy available at law or in equity.

15. REMEDIES OF COUNTY UPON TERMINATION OR BREACH

- A. In the event of failure of AGENCY to make any payment required herein when due, County may bring an action for the recovery of such payment and interest thereon. With respect to payments not yet due at the time of breach, County may bring an action or actions from time to time as such payments become due. The exercise of any right provided in this Agreement shall not preclude the County from exercising any other right so provided or at law, remedies provided herein or at law being cumulative and not exclusive.

16. INDEMNIFICATION

- A. To the extent permitted by law, each party hereto does hereby assume liability for, and agrees to defend, indemnify, protect, save, and keep harmless the other party and its directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs, and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its directors, officers or employees or its successors and assigns by reason of damage, loss or injury (including death) of any kind of nature whatsoever to persons or property caused by or in any way relating to or arising out of:

- 1) Any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the indemnifying party or any of its directors, officers, agents, servants, or employees in its or their performance hereunder; or
 - 2) Violation by the indemnifying party or any of its directors, officers, agents or employees of any applicable federal, state or local laws and ordinances, and any and all lawful orders, rules and regulations issued by any authority with jurisdiction over the System.
- B. In the event that both parties are responsible for any part of any liability hereunder, liability therefore shall be shared according to the principles of comparative fault.
- C. The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement. County's indemnification costs shall not be subject to recoupment as a Backbone operating cost.

17. RELATIONSHIP BETWEEN THE PARTIES

Nothing herein shall be construed to create, nor do the County or AGENCY intend to create by the terms hereof, any contractual or other relationship, whether expressed or implied, of joint power, joint venture, partnership, principal-agent, independent contractor, or master-servant. It is expressly contemplated by the parties that the County will execute with each of the Participants an agreement essentially the same as this agreement and that those agreements and this Agreement will be considered together and will form the legal framework for the System. Any amendment to this form Agreement between County and any Participant for the benefit of a Participant shall first be approved by the BMG and shall be offered to all other Participants.

18. ASSIGNMENT – SUCCESSORS AND ASSIGNS

Neither party may assign this Agreement in whole or in part, nor any right, duty or obligation provided herein, without the express written consent of the other party. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement, but shall not inure to the benefit of any third party or person.

19. MAINTENANCE OF RECORDS

County shall maintain for a period of three years all books, records, documents, and other evidence directly pertinent to work under the Agreement in accordance with generally accepted accounting principles and practices. County shall also maintain for a period of three years the financial information and data used by County in the preparation or support of the proposed or actual costs under the Agreement.

20. AUDIT

County agrees to permit AGENCY, or its duly authorized representatives, to inspect all work, materials, payrolls and other data and records in regards to any proposed or actual costs under this

Agreement at any reasonable time during the term of this Agreement. County shall have the right to inspect and audit at any reasonable time the books, records, and facilities of AGENCY relating to the System for the purpose of assuring compliance with the terms and conditions of this Agreement.

21. NOTICES

Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be given in the following manner:

To AGENCY:

Tyson Pardee
Information Technology
City of Oroville
1735 Montgomery Street
Oroville CA 95965

To COUNTY:

BRICS System Manager
Department of Information Systems
County of Butte
308 Nelson Ave
Oroville CA 95965

22. GOVERNING LAW

The interpretation and enforcement of the Agreement shall be governed by the laws of the State of California, the state in which the Agreement is signed. The parties agree to submit any disputes arising under the Agreement to a court of competent jurisdiction located in Butte County, California.

23. NONWAIVER

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

24. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

25. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall remain in effect.

26. AMENDMENTS

This agreement may be modified by presentation of the proposed changes and affirmative majority vote of the BMG. All amendments must be written and signed by both parties.

In Witness Whereof, the parties have entered into this Agreement on the day and year first hereinabove appearing.

COUNTY OF BUTTE

City of Oroville

By: _____

By: _____

Date: _____

Date: _____

Devin Duggins

David W. Pittman

BRICS System Manager

Mayor

By: _____

By: _____

Date: _____

Date: _____

General Services

Brian Ring

City Administrator

By: _____

By: _____

Date: _____

Date: _____

County Counsel

Scott Huber

City Attorney

Appendix A

Current Participants

Butte County District Attorney
Butte County Public Health
Butte County Probation
Butte County Sheriff-Coroner
Town of Paradise
IRS

Appendix B

Maximum Licensing Charges

AGENCY anticipates a maximum of 81 radios will use BRICS. Anticipated charges over the fifteen year life of the license shall not exceed the following limits:

- Participation fee shall not exceed \$100,000 and shall be charged at a rate of \$1,000 per radio.
- Monthly licensing fees shall not exceed \$4,712.40 and shall be prorated based on the current number of radios using BRICS.

Summary of Charges

Effective 10/1/2023

Pursuant to Section 6.E:

County shall send AGENCY an invoice for the amount of the Annual Backbone Maintenance and Operation Fee by February 1st of each year. This fee shall be due and payable not later than May 1st of each year.

This shall be considered the first invoice. For billing inquiries please contact the BRICS System Manager.

Initial Payment			
Number of Radios	81		
	Rate/Unit	Annual (Prorated)	Total
Monthly License Fee	\$ 46.20	\$ 138.60	\$ 11,226.60
Participation Fee	\$ 1,000.00		\$ 81,000.00
Grand Total			\$ 92,226.60

Annual Payment (Starting Year 2)			
Number of Radios	81		
	Rate/Unit	Annual	Total
Monthly License Fee	\$ 46.20	\$ 554.40	\$ 44,906.40
Grand Total			\$ 44,906.40



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: TABLE MOUNTAIN GOLF CLUB, INC. REQUEST FOR IMPROVMENTS

DATE: NOVEMBER 7, 2023

SUMMARY

The Council will consider improvements at the Table Mountain Golf Club, Inc. located at 2700 Oro Dam Blvd to provide an update to restrooms located on the course, and to add a bocce ball feature near the club house.

DISCUSSION

Table Mountain Golf Club is managed by the Board Members of Table Mountain Golf Club Inc (The Club). Per the agreement between the City and The Club, any improvements to the golf course or the facilities on the golf club property must be approved by the City Council. The Club has submitted a request seeking Council approval to make improvements to the two existing bathrooms located on the course and to add two bocce ball courts east of the outdoor patio.

The two bathrooms need new fixtures, paneling, door hardware, roof leak repairs, broken windows, interior and exterior paint, floor surface and mirrors. The Club feels that these repairs will help to enhance the golfers' experience and potentially increase memberships.

Additionally, The Club hopes to attract visitors to the golf course to provide additional clientele and support for the club house. Attached is the simple plan for the bocce ball courts which includes very little excavation, no electrical or plumbing to complete the project. The hours of operation for use of the courts will parallel those of the golf course. Table Mountain Gold Club plans to cover the cost of the two courts if approved by Council.

FISCAL IMPACT

None.

RECOMMENDATION

Approve the request to remodel two bathrooms and build two bocce ball courts at Table Mountain Golf Club

ATTACHMENTS

Letter of request to build bocce ball courts.
Letter of request to remodel the existing bathrooms

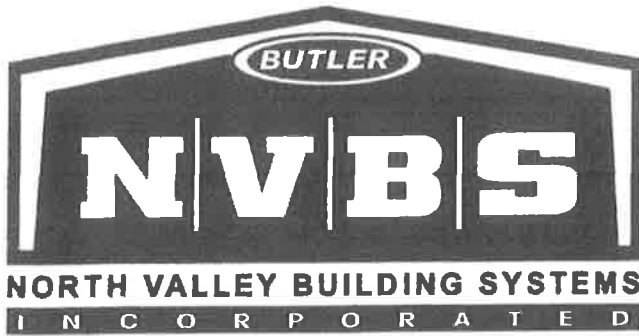
Table Mountain Golf Course
2700 Oro Dam Blvd. West
Oroville, CA. 95965

To the City Council,

Table Mountain Golf Club board of directors are asking for the approval of remodeling the two bathrooms on the course. They are in need of fixtures, paneling, door hardware, roof leak repairs, broken windows, interior and exterior paint, floor surface and mirrors. I have submitted two bids to show the need for the remodel.

Thank you for your consideration,

Jerome M Johnson
Board Member



North Valley Building Systems, Inc.
COMPLETE CONCRETE & BUILDING SERVICE
30 Seville Court
Chico, CA 95928
www.northvalleybuilding.com

October 31, 2023

Table Mountain Golf Course
2700 Oro Dam Blvd West
Oroville, CA 95965

Attn: Jerome Johnson

Re: Restroom Repairs
Quote #0175-23 Rev. 1

Dear Jerome,

As per your request, I have prepared a quote to clean up and repair the free-standing restrooms on the Table Mountain Golf Course in Oroville.

We propose the following:

South Restrooms, Wood Framed with an approximate overall size of 6'-4" x 12'-6"

Work to be performed:

- Clean and repaint the exterior
- Check and repair dry rot
- Check the existing roof
- Replace the existing entry doors and hardware
- Remove the existing FRP
- Install water resistant drywall
- Repaint the interior with epoxy paint
- Repaint the epoxy floors
- Install new wood base
- Install new toilets and wall lavatories
- Remove and replace mirrors and hardware

Page 2 of 3
Quote #0175-23 Rev. 1

Clean up and remove trash from the site

The cost for the work as listed above would be...\$ 19,950.00

(see attached cost breakdown for explanation)

North Restrooms, Concrete Block Construction with an approximate overall size of 12' x 30' x 9' tall

Work to be performed:

Clean and repaint the exterior

Check roof for leaks

Clean and repaint with epoxy paint the interior of the two restrooms only

Note: We are not planning any work in the storage area.

Install new door hardware and hinges

Remove and replace 4 each 2'x2' windows

Clean and repaint the epoxy floors

Remove and replace two toilets

Remove and replace two wall hung lavatories

Remove and replace mirrors and hardware

Clean up and remove trash from the site

The cost for the work as listed above would be...\$ 25,800.00

(see attached cost breakdown for explanation)

These prices include materials, sales tax, freight and labor.

These prices do not include permit plans or engineering, ADA accessible upgrades, special inspections, building permit fees or any items not specifically listed above.

Payment terms are 10% down with the acceptance of this proposal, completed work to be billed around the 25th of each month to be paid by the 5th of the following month.


Page 3 of 3
Quote #0175-23 Rev. 1

Progress payments and final payments due or unpaid payments under this contract shall bear a late charge from the date payment is due. The maximum rate allowed by law is 1.5% per month on unpaid balances. Such rate shall be used in the locale of the work being performed.

This quote is valid fifteen (15) days after the proposal date. After the fifteen (15) days, the price must be confirmed or requested.

Jerome, thank you for the opportunity to quote this project. I am looking forward to working with you on this and any other projects we may encounter in the future.

Respectfully,



Andrew J. Wood
AJW: jh

I have read this proposal and accept all items listed above and authorize North Valley Building Systems, Inc. to proceed with the work listed.

Jerome Johnson

Date:

Table Mountain Golf Course
South Restrooms – Clean Up and Repair

COST BREAKDOWN

Paint Exterior	\$ 1,300.00
Check Roof, Check and Repair Dry Rot	1,000.00
Replace Entry Doors	700.00
Remove FRP	1,600.00
Install Drywall	5,670.00
Interior Painting	1,800.00
Paint Epoxy Floors	1,300.00
Install Wood Base	960.00
Install Toilets and Wall Hung Lavatories	4,720.00
Install Mirrors	400.00
Clean Up and Remove Trash	<u>500.00</u>
Total	\$ 19,950.00

Table Mountain Golf Course
North Restrooms – Clean Up and Repair

COST BREAKDOWN

Paint Exterior	\$ 2,600.00
Roof Repairs	1,800.00
Interior Painting	2,600.00
Install Doors and Hardware	2,520.00
Replace Windows	1,200.00
Epoxy Floor and Epoxy Floor Painting	9,220.00
Install Toilets and Wall Hung Lavatories	4,720.00
Install Mirrors	400.00
Clean Up and Remove Trash	<u>740.00</u>
Total	\$ 25,800.00

Table Mountain Golf Course
2700 Oro Dam Blvd. West
Oroville, CA. 95965

October 17, 2023

To Whom It May Concern,

Table Mountain Golf Club is asking for the city's approval to build two bocce ball courts at the Golf Course. The designated area is to the east of the outdoor patio. We are submitting a simple plan for the courts. There will be very little excavation, no electrical or plumbing. The hours of operation will parallel those of the golf course. Any questions should be directed to Johnny Smith (530) 520-2673.

Thank you,

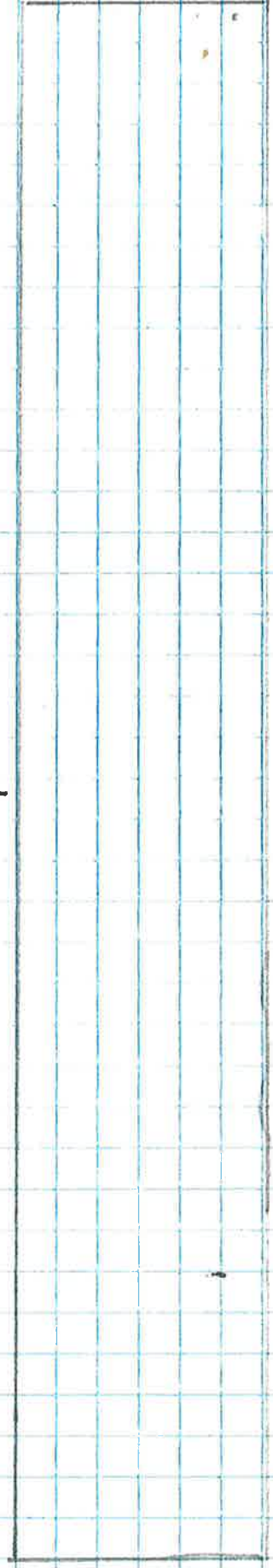
Jerome M Johnson
Board Member

2 Concrete Slabs for Base

80'



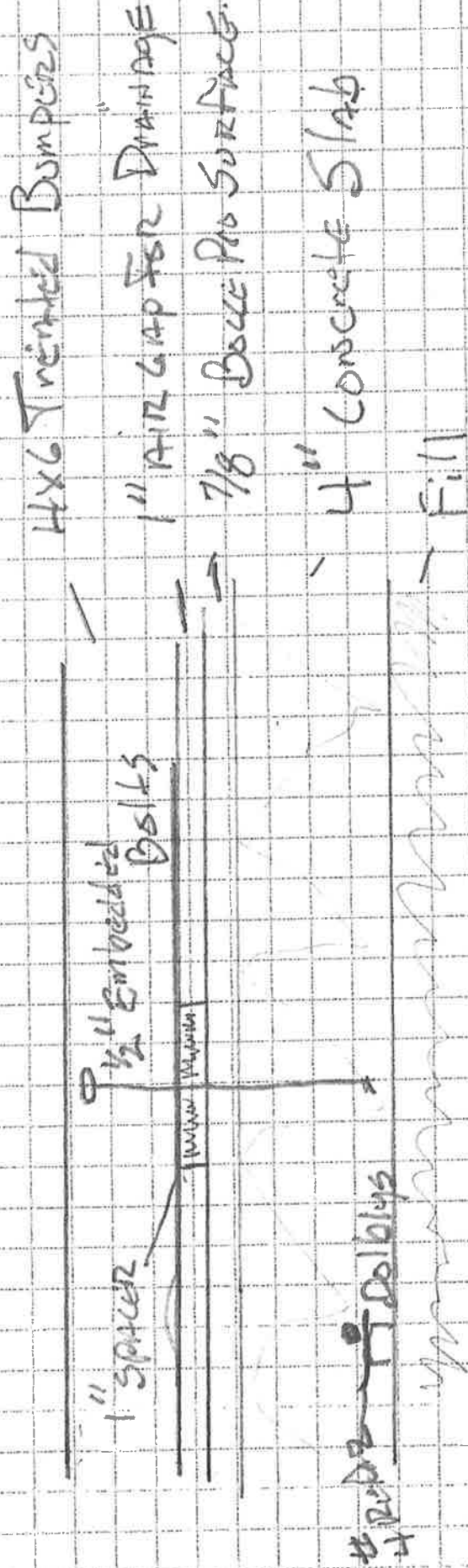
6'



2 - 4" Con Flat work w/ #4 Rebar Reinforcement

4" Concrete Slab For Bocce.

Cross Section



Estimated Costs For two Bocce Courts @ TMLC

-	30 YARDS CONCRETE @ 165 ⁰⁰	\$14,950
-	Concrete Pump Cost	750
-	Form Wood + STAKES	375
-	Pro Bocce Throwing Surface 160 ^{lin ft}	9,600
-	4x6 Treated Side Rails	1,350
-	2x6 Treated End BEARDS	50
-	2 Bocce Sets	300
-	Bolts - screws - wood for SCORE BOARDS - PAINT	410
-	POP UP Shade for end of Courts 4 - Pop up Shade	525
-	Recycled asphalt + Landscaping Cloth for side + between	900
	Total Estimated Costs -	\$19,210



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: BRIAN RING, CITY ADMINISTRATOR,
WES ERVIN, PRINCIPAL PLANNER**

**RE: HISTORIC PRESERVATION AWARD PROGRAM OF THE OROVILLE
HISTORIC ADVISORY COMMISSION**

DATE: NOVEMBER 7, 2023

SUMMARY

The City Council shall consider approving a new Historic Preservation Award to be administered by the Oroville Historic Advisory Commission.

DISCUSSION

The Oroville Historic Advisory Commission desires to implement the attached award program to celebrate Oroville's history and to encourage the revitalization of structures in the Downtown and city-wide.

Background

On January 27, 2022, the Historic Advisory Commission agreed to create an annual award dedicated to honoring outstanding achievement in Oroville historic preservation. The details of the program were created by an ad hoc committee composed of Chair Durling, Commissioner Sheard, former City Assistant Planner Danny Kopshever, Amber Miland of the Chamber, and local historian Daniel Ballard. The Commission adopted the full program on October 6, 2023.

FISCAL IMPACT

Expenses are likely to be between \$1,000 and \$2,000. We hope to receive donations from sponsors. If not, Staff must seek discretionary funds from the City Administrator.

RECOMMENDATION

1. **Adopt resolution No. XXXX authorizing and directing the Oroville Historic Advisory Commission to administer the Annual Historic Preservation Award.**

ATTACHMENTS

- A. Historic Preservation Award Program Description
- B. Historic Award announcement letter
- C. Historic Award Flyer
- D. Sponsorship letter
- E. Resolution #XXXX approving the Historic Preservation Award.
- F. Timeline

**CITY OF OROVILLE
RESOLUTION NO. 9196**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA,
AUTHORIZING AND DIRECTING THE OROVILLE HISTORIC ADVISORY
COMMISSION TO ADMINISTER THE ANNUAL HISTORIC PRESERVATION AWARD**

WHEREAS, The City of Oroville Planning Commission approved the Historic Preservation Award on October 6, 2023, and recommends that the City Council adopt and implement it for 2024; and

WHEREAS, the Historic Preservation Award shall celebrate and encourage the exemplary revitalization and preservation of historic structures and sites in the Downtown and citywide; and

WHEREAS, the duties of the Oroville Historic Advisory Commission shall be advanced by the administration of the Historic Preservation Award; and

WHEREAS, it is therefore in the best interest of the city to adopt this resolution; and

WHEREAS, The Oroville Historic Advisory Commission is available and competent to administer the required award program on behalf of the city.

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

Section 1. The Oroville Historic Advisory Commission is hereby authorized and directed to expand its duties to include the administration of The Historic Preservation Award.

Section 2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on November 7, 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

Historic Preservation Award Program of the Oroville Historic Advisory Commission

The Historic Advisory Commission hereby creates an annual award to honor outstanding achievement in downtown and city-wide historic revitalization.

1. Duties of the Commission. This award is intended to advance the mission and duties of the Commission, to wit:

- a. Duties of the Commission. The historic advisory commission shall have the following duties (from OMC 17.56.050):
 - i. To advise the city council of the historic nature and historic value of any landmarks and landmark sites proposed by property owners within DH-O districts.
 - ii. To recommend specific guidelines, subject to city council approval for designation and development of landmarks and landmark areas.
 - iii. To promote and conduct educational and interpretational programs on historic properties within DH-O districts, subject to approval by the city council.
 - iv. To provide the city council with an inventory of existing landmarks and landmark sites, as well as an inventory of possible future landmarks and landmark sites, within the city.
 - v. To provide the city council with an inventory of contributing and noncontributing features within existing DH-O districts.
 - vi. To perform any other duties, responsibilities and functions enumerated in this chapter. (Ord. 1749 § 4; Ord. 1790 § 2)

2. Historic Preservation Award Program Goals.

- a. To honor outstanding achievement in architecturally period-appropriate rehabilitation and economically stimulating adaptive reuse of Oroville's historic properties.
- b. To preserve and glorify Oroville's historic heritage and values.
- c. To encourage building owners to rehabilitate and maintain historic structures stewarding their best and highest use while preserving historic qualities.

3. Award Criteria

- a. The property or site, which can be anywhere in the city, must exhibit several of the following:

- i. Outstanding period appropriate architectural and landscape restoration or preservation.
- ii. Evidence of an understanding of and dedication to the history of the structure or site within the context of Oroville's history.
- iii. A commitment to excellence in ongoing stewardship of the property.
- iv. Sustainable reuse that brings economic vitality to the City of Oroville and/or stimulates the local economy.
- v. Compliance with the general plan, city codes, zoning and ordinances.
- vi. Importance within the context of Oroville's history.

4. Administration

- a. The awards are sponsored by the City of Oroville and are administered by the Historical Advisory Committee and presented by the City Council.
- b. The Historic Advisory Committee will choose a minimum of one property per year to receive this award.
- c. The committee may consider awards for more than one property per year.
- d. The award will be consistent with the criteria of the California Office of Historic Preservation.
- e. The Commission will solicit corporate sponsorships to help promote and support the award, its implementation, its promotion, and its longevity.
- f. Awardees will receive a plaque, be invited to host a reception and tour, recognition in local press, and may receive additional support from the City.

5. Potential cost

- a. Plaque Design TBD
- b. Plaque Cost -- \$300 to \$500
- c. Reception refreshments and signage -- \$500
- d. Promotion – By Commissioners and City staff.



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2401 FAX (530) 538-2426
www.cityoforoville.org

Announcement: The 1st Annual Oroville Historic Preservation Award

Do you live, work or recreate in a historic building? It may be a potential candidate for the Historic Preservation Award. Do you have a story to tell about a specific use that contributed to Oroville's history? We want to hear your story! Assist in encouraging the renovation of key sites and celebrating those who have preserved and utilized Oroville's history to its full potential. Submit your stories, photos, and nominations to wervin@cityoforoville.org

About Us

The Historic Advisory Commission created an annual Historic Preservation Award Program to honor outstanding achievement in downtown and city-wide historic revitalization.



Convention Center & State Theatre

“
**Do you live,
work or
recreate in a
historic
building? We
want to hear
your story.**



**Contact Us For
More Info**

- ☎ (530)538-2408
- 📍 1735 Montgomery St.
Oroville, CA 95966
- ✉ wervin@cityoforoville.org

Item 10.

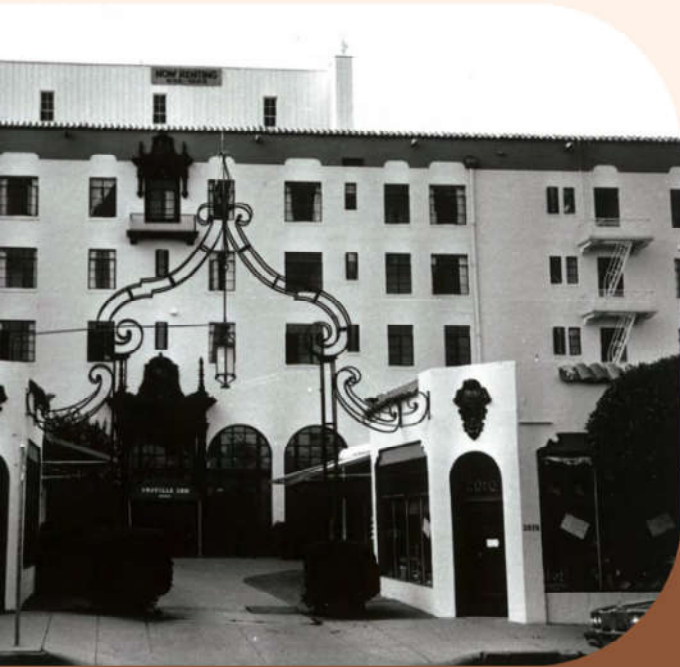


City of Paris Building

**Historic
Preservation
Award
Program**

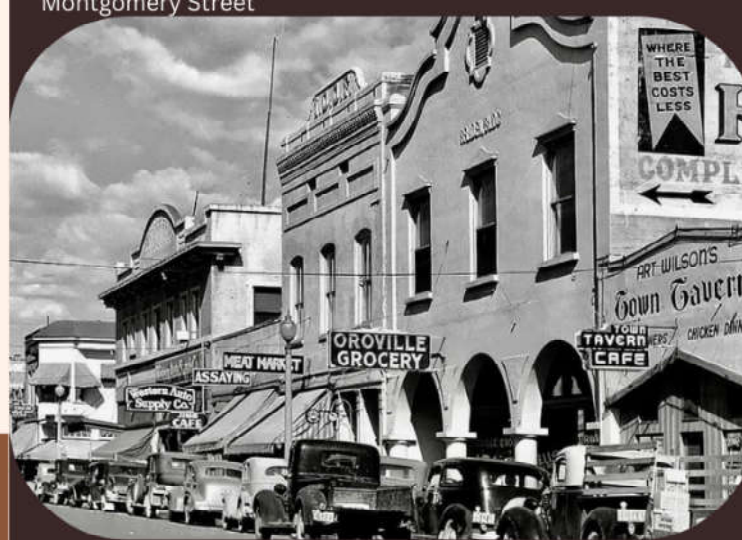
www.cityoforoville.org

Oroville Inn



We want to hear your story!

Do you have a story to tell about a specific use that contributed to Oroville's history? Assist in encouraging the renovation of key sites and celebrating those who have preserved and utilized Oroville's history to its full potential.



Program Goals

01

To honor outstanding achievement in architecturally period-appropriate rehabilitation & economically stimulating adaptive reuse of Oroville's historic properties.

02

To preserve & glorify Oroville's historic heritage and values.

03

To encourage building owners to rehabilitate & maintain historic structures stewarding their best & highest use while preserving historic qualities.

Award Criteria

Item 10.

The property or site, which can be anywhere in the city, must exhibit several of the following

- Outstanding period appropriate architectural and landscape restoration or preservation
- Evidence of an understanding of and dedication to the history of the structure or site within the context of Oroville's history
- A commitment to excellence in ongoing stewardship of the property
- Sustainable reuse that brings economic vitality to the City of Oroville and/or stimulates the local economy
- Compliance with the general plan, city codes, zoning and ordinances
- Importance within the context of Oroville's history



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2430 FAX (530) 538-2426
www.cityoforoville.org

Historic Award Sponsorship

5/23/2023

Corporation XYZ

Dear _____,

I am writing you concerning a sponsorship opportunity with the Historic Advisory Commission of Oroville. The Commission has been approved to administer an award to honor outstanding achievement in downtown and city-wide historic revitalization. By becoming a corporate sponsor, you will be enabling and encouraging renovation projects that bring multi-faceted value to the local community. We are asking for donations to fund our program, which will honor the identification, maintenance, and restoration of historic sites. We are offering public recognition, advertising, and an invitation to each event where your representatives will be given a chance to promote your products and programs. Donations will be categorized into three tiers: Gold (\$1000), Silver (\$500), and Bronze (\$250). If your organization would like to participate in the first annual Historic Preservation Award of the City of Oroville, please see the attached breakdown of sponsorship tiers. Thank you for your time and consideration.

Sincerely,

Wes Ervin, Planner

(530) 538-2408

wervin@cityoforoville.org

Historic Preservation Award Sponsorship Tiers

Bronze Tier \$250:

- Company name on “Thank you sponsors” posters at award ceremony
- Name on award announcement letter
- Name on post-event email and social media “thank yous”
- Name on promotional flyers
- Recognition on the City of Oroville’s Web Site

Silver Tier \$500:

- 10’ x 10’ Vendor space opportunity
- Company name and logo on “Thank you sponsors” posters at award ceremony
- Name and logo on award announcement letter
- Name and logo on post-event email and social media “thank yous”
- Name and logo on promotional flyers
- Recognition on the City of Oroville’s Web Site

Gold Tier \$1000:

- Invitation to speak or receive special thanks during award ceremony
- Company banner at award ceremony
- Named as sponsor on press release
- 10’ x 10’ Vendor space opportunity
- Company name and logo on “Thank you sponsors” posters at award ceremony
- Name and logo on award announcement letter
- Name and logo on post-event email and social media “thank yous”
- Name and logo on promotional flyers
- Recognition on the City of Oroville’s Web Site

DRAFT HISTORIC AWARD PROGRAM TIMELINE

<u>DATE</u>	<u>ITEM</u>	<u>NOTES</u>
October 06, 2023	Planning Commission approval	
November 07 2023	Council approval	Staff report, Resolution
November 08, 2023	Send out announcement letter	Compile mailing list
November 08,2023	Send out sponsorship letter	Major businesses, ODBA, Chamber
Dec 30, 2023	Deadline for submittals	Letter submittal or application form?
January or February 2024	Judging	Define Committee or committee of the whole
March or April 2024	Announce winner(s)	Prepare plaques
April 2024	Reception, publicity	News article, City web site, etc.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: OROVILLE CONVENTION CENTER OPERATIONS DISCUSSION

DATE: NOVEMBER 7, 2023

SUMMARY

The YMCA of Superior California (YMCA) has operated programs out of the Oroville Convention Center since May 21, 2020. As part of an agreement with the City, they may provide fitness programs, host open hours for members to use the fitness equipment and gym, and conduct programs such as youth theater productions. The YMCA has provided notice to the City, that due to a lack of adequate revenue to support the YMCA operations, they will no longer be able to provide these services at the Convention Center at the existing service levels.

DISCUSSION

The YMCA provides low-cost memberships which provides various services (fitness activities, yoga, basketball, volleyball, basketball, nutrition, theater, community classes, facility rentals) and subsidies are provided for individuals and families of low-income households. In the absence of these subsidies, many of the YMCA members may not have access to the types of opportunities that are provided by the YMCA. Due to an imbalanced ratio of full paying members to subsidized members the YMCA has operated at a loss in Oroville for several years. As a result, the YMCA has provided notice to the City that operations in the City of Oroville are no longer viable under the model currently being conducted.

Through subsequent conversations, the YMCA has provided the City with a couple of options for a path forward to continue operations in the City of Oroville.

- 1) The YMCA continues to operate at the Convention Center with a significant reduction in programs provided to the community (activities limited to senior activities). The YMCA would continue to manage the facility rental operations of the Convention Center for operations unrelated to the activities of a YMCA as a location for various types of events. With this option, the City would need to subsidize the

YMCA operations by waiving the facility rental provision found in the agreement, and by covering the costs of utilities and insurance. The cost of utilities is approximately \$45,000-50,000 annually. In addition, the City would need to subsidize operations by paying for insurance, which is approximately \$30,000 annually.

- 2) Abandon services at the Convention Center entirely and move/continue operations with limited services in Oroville at one of their facilities located at the corner of Oak and Robinson Streets (again, services would be limited to activities for seniors).

In addition to these alternatives, the YMCA has reached out to see if the City was interested in partnering with them to fund the repair and operations of the existing pool, which the YMCA closed at the end of last calendar year. They would be looking for some amount of financial assistance for rehabilitation of the pool and some annual subsidies for the general operations and maintenance of the pool. With this option there are two possibilities,

- a) Operate the pool and provide limited services at the facility at Oak and Robinson Streets
- b) Provide the services as described in option one along with the services in option 4a.

Along with the options outlined above, another option is to see if there are other organizations that could operate out of the Convention Center (without limiting the parameters). This would allow respondents to propose a variety of alternative uses for the facility that may provide unique benefits to the community.

FISCAL IMPACT

Subsidies for the cost of utilities and insurance for a limited continuation of programs at the convention center would range between \$75,000 and \$80,000 annually from the General Fund.

Subsidies for the reconstruction of the pool and continued subsidies of swim programs have yet to be provided.

RECOMMENDATION

Consider the options as presented by the YMCA and provide direction to staff.

ATTACHMENTS

1. None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS TO STRATEGIZE AND IMPLEMENT A CITY OF OROVILLE CAMPAIGNS FOR COMMUNITY DEVELOPMENT

DATE: NOVEMBER 7, 2023

SUMMARY

The Council will consider directing staff to release a Request for Proposal (RFP) for the next phase of promoting Oroville in 3 distinct areas: Business Recruitment, Tourism, and increasing Community Pride.

DISCUSSION

At the September 5th regularly scheduled Council meeting, staff had been directed to continue using the internal creative team with one additional Council member added to the two already serving on the team, and return in 60 days with new ideas for a plan to promote the City. The creative team has reviewed the extensive research regarding Oroville's image, both internally and externally, and recommends that the Council approve the release of an RFP seeking one or more public relations firms to create strategies/campaigns in three areas of concentration: commercial and residential development, tourism, and community pride.

By allowing interested firms to submit proposals for each part separately or all together, it provides a better opportunity to ensure that the best fit for each of those areas will be procured. It also provides an opportunity for small local firms to submit proposals for one or more areas which may make them more competitive in some areas such as community pride.

The RFP will require proposals to include examples of previous work, strategies used to develop those projects, 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 and return to this Council with recommendations for agreements.

Concurrently, also as directed by the Council, the team is continuing to develop a new Oroville logo with significant community involvement. The team envisions this logo to be used in various forms in the marketing campaigns.

FISCAL IMPACT

None at this time.

RECOMMENDATION

Authorize staff to produce a Request for Proposal for utilizing existing data to implement strategies/campaigns for: Business and Residential Development Recruitment, Tourism, and Community Pride services for the City of Oroville.

ATTACHMENTS

None.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR – ADMINISTRATIVE SERVICES

RE: FINANCIAL ANALYSIS FOR FISCAL YEAR ENDED JUNE 30, 2023

DATE: NOVEMBER 7, 2023

SUMMARY

The Council may receive annual unaudited financial information for the year ended June 30, 2023.

DISCUSSION

The City ended the fiscal year with a surplus of \$731,173 at June 30,2023. Both the General Fund and District Tax Funds are considered General Fund but are accounted for separately for accountability and then combined for financial statement purposes.

	<u>General Fund</u>	<u>District Tax</u>	<u>Total</u>
Revenues	25,207,646	7,499,684	32,707,330
Expenditures	<u>(22,904,124)</u>	<u>(9,072,033)</u>	<u>(31,976,157)</u>
Surplus (Deficit)	<u>\$ 2,303,522</u>	<u>\$ (1,572,349)</u>	<u>\$ 731,173</u>

Summary:

The General Fund ended with a \$2.3 million dollar excess of revenues which is mostly attributable to expenditures coming in 18% less than budgeted appropriations. The largest budget savings continues to be vacant positions. For the new 1% District Tax, expenditures exceeded revenues by \$1.57 million.

OUTSTANDING DEBT

Outstanding Debt on June 30, 2023, was \$17,980,000 pension obligation for the City and \$11,075,000 outstanding bonds for the Oroville Successor Agency. The original Pension Obligation Bonds were refinanced with the new Pension Obligation Bonds at were issued to address the CalPERS Unfunded liability.

Wells Fargo Pension Obligation Bonds 2	<u>\$17,980,000</u>
US Bank – Successor Agency Bonds	<u>\$11,075,000</u>

Currently our General Fund reserve is \$9,000,000. Our Fund Balance Policy is to target at least 15% of General Fund expenditures. The GFOA (Government Finance Officer Assn) recommends at least 17%. This amount brings the City's reserve up to 28%.

FISCAL IMPACT

Excess of revenues for the year ended June 30, 2023, of \$731,173 for the City's General Fund.

RECOMMENDATION

Receive information for the fiscal year ended June 30, 2023.

ATTACHMENTS

City Revenue and Expense for June 30, 2023, compared to the prior year.
City Revenue and Expense for June 30, 2023, compared to the budget for same year.

CITY OF OROVILLE
REVENUES AND EXPENDITURES
CURRENT YEAR BUDGET TO ACTUAL
GENERAL FUND

	Budget 2022-23	Actual 2022-23	Difference
REVENUES BY SOURCE			
Taxes:			
Sales and use taxes	\$ 13,871,012	\$ 13,402,841	\$ (468,171)
Property taxes	3,952,318	4,508,942	556,624
Utility user taxes	2,185,427	2,755,038	569,611
Transient occupancy taxes	969,002	760,265	(208,737)
Franchise taxes	966,005	1,164,206	198,201
Other taxes	103,742	67,560	(36,182)
License and permits	698,632	665,736	(32,896)
Fines and forfeitures	63,063	62,980	(83)
Interest, rents and concessions	99,298	637,940	538,642
Intergovernmental revenues	193,732	475,792	282,060
Charges for services	1,617,517	576,402	(1,041,115)
Other revenues	4,150,261	5,108,192	957,931
Transfers in	2,439,124	2,521,437	82,313
TOTAL REVENUES	\$ 31,309,133	\$ 32,707,330	\$ 1,398,197
EXPENDITURES BY FUNCTION			
Current:			
General Government	\$ 7,407,726	\$ 5,942,632	\$ (1,465,094)
Public Safety	15,107,424	14,418,107	(689,317)
Public Works	1,459,103	1,213,250	(245,853)
Streets and Drainage	3,427,923	1,541,191	(1,886,732)
Parks and Leisure	2,175,711	1,862,922	(312,789)
Transfers out	4,720,000	6,998,055	2,278,055
TOTAL EXPENDITURES	\$ 34,297,887	\$ 31,976,157	\$ (2,321,730)
NET INCREASE (DECREASE) IN FUND BALANCE	\$ (2,988,754)	\$ 731,173	
FUND BALANCE BEGINNING	\$ 19,020,179	\$ 19,020,179	
FUND BALANCE ENDING	\$ 16,031,425	\$ 19,751,352	

CITY OF OROVILLE
REVENUES AND EXPENDITURES
PRIOR YEAR COMPARISON TO CURRENT YEAR ACTUAL
GENERAL FUND

	Prior Year Actual 2022-23	Current Year Actual 2022-23	Difference
REVENUES			
Taxes:			
Sales and use taxes	\$ 13,570,130	\$ 13,402,841	\$ (167,289)
Property taxes	4,207,308	4,508,942	301,634
Utility user taxes	2,513,476	2,755,038	241,562
Transient occupancy taxes	1,084,862	760,265	(324,597)
Franchise taxes	1,052,859	1,164,206	111,347
Other taxes	107,733	67,560	(40,173)
License and permits	678,305	665,736	(12,569)
Fines and forfeitures	74,304	62,980	(11,324)
Interest, rents and concessions	(338,701)	637,940	976,641
Intergovernmental revenues	346,186	475,792	129,606
Charges for services	783,667	576,402	(207,265)
Other revenues	1,918,875	5,108,192	3,189,317
Transfers in	2,989,524	2,521,437	(468,087)
TOTAL REVENUES	\$ 28,988,528	\$ 32,707,330	\$ 3,718,802
EXPENDITURES			
Function:			
General Government	\$ 5,109,807	\$ 5,942,632	\$ 832,825
Public Safety	11,573,134	14,418,107	2,844,973
Public Works	444,993	1,213,250	768,257
Streets and Drainage	1,524,180	1,541,191	17,011
Parks and Leisure	1,441,592	1,862,922	421,330
Transfers out	5,134,203	6,998,055	1,863,852
TOTAL EXPENDITURES	\$ 25,227,909	\$ 31,976,157	\$ 6,748,248
NET INCREASE (DECREASE) IN FUND BALANCE	\$ 3,760,619	\$ 731,173	
FUND BALANCE BEGINNING	\$ 28,988,528	\$ 19,020,179	
FUND BALANCE ENDING	\$ 32,749,147	\$ 19,751,352	



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: FEE WAIVER REQUEST FROM JUST SEND IT CORNHOLE

DATE: NOVEMBER 7, 2023

SUMMARY

The Council may consider a fee reduction or waiver request from the Just Send It Cornhole organization for alcohol permit associated with weekly use of the YMCA/Oroville Convention Center for Cornhole community events.

DISCUSSION

In 2022, Just Send It Cornhole paid \$720 for 24 events (at \$30 per event) for the alcohol permit while utilizing the Oroville Convention Center for weekly events. With the new progressive fee structure (\$80/hour, three hour minimum), this annual cost of \$720, would instead be \$5,760.00 - \$9,600 (3-5 hours).

The reason for the request of this waiver is that this organization (Just Send It Cornhole), is a community organization that provides a safe, friendly place to participate in the game of cornhole. Currently, they are the largest cornhole group in the North State. In addition, this organization other community organizations with events, start ups of their own clubs, etc.

The organization is well known both local, and to the players out of the area. It is the recommendation of the Administration Department that the fees for their events be reduced to help support Just Send It Cornhole, and to show our support of this organization. (See *Chart below for details of fees.*)

FEE FOR 2023 USING CURRENT FEE RATES

# Event(s)	Rate (\$80 per hour, min. 3 hours)	Total
24	\$240*	\$5760.00

*based on the assumption it will be a 3-hour event.

FISCAL IMPACT

Waiving of the fees in their entirety will result in a loss of fees collected in the amount of \$5,760.00 - \$9,600.

Partial waiver of fees (continuing with the \$30/event fee) will result in a reduction if fees collected\.

Waiving **no portion** of the fees would not result in a loss of fees collected.

RECOMMENDATIONS

- 1) Waive the entirety of the fees for Just Send It Cornhole's events for this upcoming season (to end May 2024); or
- 2) Waive a portion of the fees to match the previous rate of \$30 per event; or
- 3) Waive no portion of the fees.

ATTACHMENTS

Request for fee waiver

October 29, 2023

To: Oroville mayor David Pittman and City Council Members

From: George Engasser- leader of Just Send It Cornhole

Re: Requesting a waiver

On behalf of Just Send It our cornhole organization my partners; my nephew Jake Engasser, cousin Bo Eldridge and the hundreds of local area cornhole players. We are back playing for the second time at the "Y" inside the Oroville Convention Center. We are so lucky to have two venues here in the Oroville area. Our summer venue is the Sunset River resort which is in the county. But being back at the "Y" brings a big change for us. Last year after several meetings with the city and once they realized their fees were meant for weddings, dinner, fundraisers all that only took one day. Whereas ours is a weekly event open to all men, women, and children. Last year we paid a flat rate of \$30.00 per event, this was the amount that worked for the city and our group. Plus, we always tried to pay a month ahead of time if we could help the city. Over the entire year at both locations, we have never had an incident due to drinking. The only OPD officers we ever saw were the ones who joined us to play. But due to the new progressive fee structure of \$80.00 per hour with a 3-hour minimum. Our cost to allow our players to bring in their own drinks which the "Y" itself has approved, would cost us a minimum of \$240.00, yet our play takes us 4-5 hours so that rate could climb up to \$400.00. I'm sure the City Council had no intention of charging this high amount to a community organization like ours.

Our rental fee at the "Y" is \$250.00 each event, over the next 6.5 months Oct. 28th- May 10th at 24 dates we would pay \$3500.00. I'm sure at no time did you think that your new progressive rate would cost a local group so much. On behalf of our group and our players we are asking the Oroville City Council to approve a waiver for us. Let me tell you why I believe our cornhole organization and all its players are of value and worth working with.

In our 2 years Just Send It has grown to host the largest turnout of players.

Emilys kid tournament is the only kids' tournament in cornhole.

Our motto is "we are more than just cornhole." Over the last 2 years we have held several fundraisers helping local area children and families in their time of need.

In the cornhole world all the players consider that we are all family.

Being the largest cornhole group in the North State we have helped the chico group get started. We just helped our local Hmong community put on their tournament during their festival. Next week we will be meeting with and helping our Gridley players to start their own group.

We are anxious to work with the Oroville Chamber of Commerce, the DBA and our downtown merchants to develop a plan on how we can best promote their businesses.

On Dec. 2nd we will be at the Stream Charter School hosting a fundraiser for their students.

We have a great working relationship with the "Y" director Sarha and hope with your help that will continue. Thank you for your time, we look forward to meeting with you.



Oroville YMCA of the YMCA of Superior California

October 22, 2023

To Whom it May Concern,

The Oroville YMCA and Just Send It Cornhole established a partnership November 2022 - May 2023. The experience exceeded expectations. The YMCA facility was always clean and well taken care of when Just Send It had possession. We never experienced any issues with alcohol consumption or abuse. The YMCA members and community that provided us feedback on their event had nothing but positive things to say.

We feel this is a valuable program that brings Friday night life to the Oroville Downtown. Their event is most Fridays starting at 6:30pm. They often have 100-150 players of all ages in attendance.

In addition to the regular programming, Just Send It Cornhole has supported this community with free events at the Oroville YMCA to raise money for funeral expenses and other essential needs in the community.

We have learned that the current city permit requirements and costs would make it very difficult for them to continue with this fun and loved activity.

We understand the importance of an alcohol permit, as well as the hazards of having alcohol in such events. We extend this letter of recommendation for your consideration.

Sarah Pierce, Branch Manager

spierce@ymcasuperiorcal.org

Carsten Morris
3168 Clemo Ave
Oroville, CA 95966
530-228-1885

10/28/2023

To whom this may concern.

I am writing to endorse cornhole as a cost-effective and community-building activity for our town. Cornhole has had a significant impact on my family, and I believe it can be a valuable addition to our town's recreational offerings.

In 2018, our town of Paradise, California, faced the devastating Campfire, which resulted in the loss of our homes, community, friends, and family. The subsequent COVID-19 pandemic further isolated our community, especially our children, who were deprived of the social interaction they needed.

The lack of social interaction during those challenging times had a profound impact on our children's mental and emotional well-being. Then, in March 2022, I discovered cornhole, a simple yet engaging game. Cornhole has been a transformative bridge connecting our kids with their peers and the community at large, fostering friendships and social connections.

I would like to express my heartfelt gratitude to George Engasser, Hailey Rood, Jeremy LeRossignol, and their families for introducing me to cornhole. Their support and encouragement have been invaluable to our family.

One of the most appealing aspects of cornhole is its cost-effectiveness. It's a pastime accessible to many families, offering a low-cost, wholesome form of entertainment. What makes it even more attractive is that the majority of the money invested in cornhole is paid back to the players, creating a sense of friendly competition and camaraderie.

However, it's crucial to recognize that for many individuals in our community, cornhole's appeal also involves the presence of alcohol.

Introducing a steep cost for alcohol licenses may eliminate this enjoyable aspect for current participants, including me, and potentially deter them from participating in the future. It's not just the affordability of cornhole itself that matters, but also the cost of participation, which must remain accessible to all.

I kindly request that our town hall consider endorsing and facilitating cornhole as a community activity without imposing costly alcohol licenses. This approach aligns with our goal of making cornhole an affordable pastime, allowing our community members to continue enjoying this wholesome activity, including the social aspect they have come to appreciate.

Please support us as we continue to grow our community and provide our children with an affordable and wholesome outlet for social interaction and recreation.

Sincerely,



Carsten Morris

Angela Morris
3168 Clemo Ave
Oroville, CA 95966
530-966-4713

10/28/2023

To Whom It May Concern,

I am writing to endorse cornhole as a cost-effective and community-building activity for our town. Cornhole has had a significant impact on my family, and I believe it can be a valuable addition to our town's recreational offerings.

In 2018, our town of Paradise, California, faced the devastating Campfire, which resulted in the loss of our homes, community, friends, and family. The subsequent COVID-19 pandemic further isolated our community, especially our children, who were deprived of the social interaction they needed.

The lack of social interaction during those challenging times had a profound impact on our children's mental and emotional well-being. Then, in March 2022, my husband discovered cornhole, a simple yet engaging game. Cornhole has been a transformative bridge connecting our kids with their peers and the community at large, fostering friendships and social connections.

I would like to express my heartfelt gratitude to George Engasser, Hailey Rood, Jeremy LeRossignol, and their families for introducing us to cornhole. Their support and encouragement have been invaluable to our family.

Cornhole is an affordable pastime, accessible to many families. What makes it even more appealing is that the majority of the money invested in cornhole is paid back to the players, adding an element of friendly competition. This accessibility and affordability make it an attractive option for our community.

However, it's crucial to recognize that for my husband and others like him, the availability of alcohol has played a significant role in their enjoyment of cornhole. As someone who works in construction, my husband's body often aches from the physical demands of his job. Having access to some alcohol not only adds to the enjoyment but also helps him loosen up and play with less pain.

Introducing a steep cost for alcohol licenses may eliminate this enjoyable aspect for current participants, including my husband, and potentially deter them from participating in the future.

As a Job Developer, I am currently witnessing many young people coming into my office with anxiety, depression, and PTSD. To support their mental health and encourage them to engage in the community, I often recommend events cornhole or board game gatherings. These activities provide them with an opportunity to combat isolation and form meaningful connections with others. The low cost of these events is a crucial factor, as many of my clients are currently without jobs or are in the process of securing housing. Cornhole's affordability makes it possible for them to participate, fostering a sense of community and belonging during challenging times.

I kindly request that our town hall consider endorsing and facilitating cornhole as a community activity without imposing costly alcohol licenses. This approach aligns with our goal of making cornhole accessible to all members of our community, allowing them to continue enjoying this wholesome pastime, including the social aspect they have come to appreciate and the physical relief it provides.

Please support us as we continue to grow our community and provide our children with an affordable and wholesome outlet for social interaction and recreation, especially as we work to address the mental health challenges facing our young residents.

Sincerely,

Angela Morris



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: SECOND REGULARLY SCHEDULED MEETING IN NOVEMBER 2023

DATE: OCTOBER 27, 2023

SUMMARY

Pursuant to the City Code, the Council will meet on the first and third Tuesday of each month. The City Code also provides that the Council may “cancel, amend or alter the date, time and/or location of any meeting provided sufficient notice of the meeting is given to the public to comply with the Brown Act.”

The second meeting of the month of November (November 21, 2023) falls during the Thanksgiving week. The Council may continue to have the regularly scheduled Council meeting on this day, or vote to cancel the meeting.

DISCUSSION

The Council may consider cancelling the second regularly scheduled Council meeting in November.

FISCAL IMPACT

None.

RECOMMENDATION

Provide staff direction.

ATTACHMENTS:

None.

CITY OF OROVILLE



FIRE DEPARTMENT

Statistics Package

10/1/2023 to 10/31/2023

Countywide Cooperative Fire & Rescue Service

Definitions and Notes

Terms

Dispatched Agencies:

All agencies that are dispatched by the CAL FIRE / Butte County Fire Department Oroville Emergency Command Center

First Due Station:

The jurisdictional agency station's area where the incident happened based on the Computer Aided Dispatch Dynamic Routing

First Due Station to another agency:

Agencies

- CABIG City of Biggs Fire Department
- CABTU CAL FIRE Butte Unit
- CABTC Butte County Fire Department
- CACDF CAL FIRE (Out Of Unit Activity)
- CACHI City of Chico Fire Department
- CAEMD El Medio Fire Protection District
- CAGR D City of Gridley Fire Department
- CALNF United States Forest Service Lassen National Forest
- CAMAY Marysville Fire Department
- CAMTR Mooretown Rancheria
- CAORO City of Oroville Fire Department
- CAPNF United States Forest Service Plumas National Forest
- CAPRA Town of Paradise Fire Department
- CASTC Sutter County Fire Department
- CATCR Tehama County Fire Department
- CAXPU Plumas County Unprotected Area

Incident Types

- MED - Medicals
- MEDFSS (Medical Flight)
- MEDA - Medical Code 2
- T/C - Traffic Collisions
- HAZ-CON - Hazardous Conditions
- P/A - Public Assists
- OTH - Other / Miscellaneous
- ECC - Emergency Command Center Specific Incidents
- HAZ-MAT - Hazardous Materials
- RESCUE - Technical Rescues
- VEG - Vegetation Fires
- STR - Structure Fires
- VEH - Vehicle Fires
- OTH FIRES - Other Fire Types not categorized above
- F/A - False Alarms (Fires)

Stations

- | | | |
|------------------------------------|--------------------------------------|------------------------------------|
| 11 - CAL FIRE Butte Meadows | 13 - CAL FIRE Stirling City | 22 - CAL FIRE Cohasset |
| 23 - CAL FIRE Forest Ranch | 25 - Butte County Fire Butte College | 33 - Butte County Fire Upper Ridge |
| 35 - CAL FIRE Paradise | 36 - CAL FIRE Jarbo Gap | 41 - Butte County Fire Nord |
| 44 - Butte County Fire South Chico | 45 - Butte County Fire Durham | 51 - CAL FIRE Feather Falls |
| 54 - CAL FIRE Robinson Mill | 55 - Butte County Fire Bangor | 62 - CAL FIRE Harts Mill |
| 63 - CAL FIRE Oroville | 64 - Butte County Fire Kelly Ridge | 71 - Butte County Fire Richvale |
| 72 - Butte County Fire Palermo | 73 - Butte County Fire Biggs | 74 - Butte County Fire Gridley |
| 81 - Paradise Birch Street | 82 - Paradise South Libby Rd | 91 - City of Oroville |

ECC - CAL FIRE Oroville Emergency Command Center



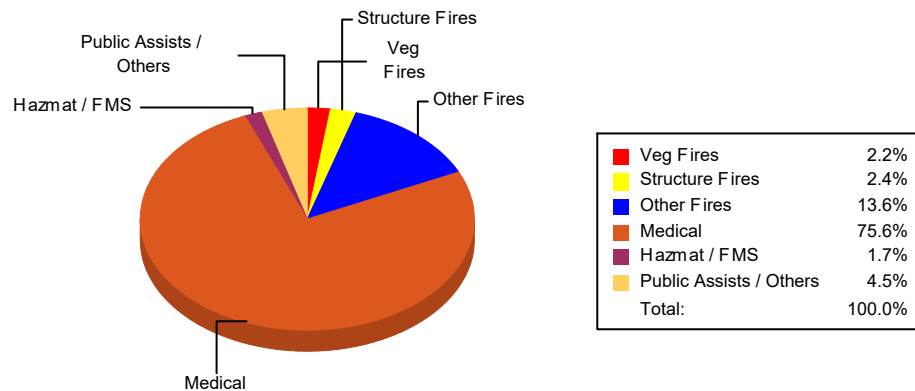
Battalion 9 Total Responses

Wednesday, November 1 Item i.

10/1/2023 to 10/31/2023

	Veg Fires	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists /	Total
B9A	3	2	11	12	0	0	28
B9B	0	1	4	12	0	1	18
E391	1	0	0	0	0	0	1
E91	6	7	33	300	3	5	354
E92	3	4	28	107	7	18	167
T91	0	0	3	10	0	2	15
Total	13	14	79	441	10	26	583

Number of Incidents / Incident Type





Battalion 9 Responses To City of Oroville

10/01/2023 to 10/31/2023

1 Item i.

Total Number of Incidents: **395**

Total Number of Resources Responding: **473**

		MED	T/C	HAZ-CON	P/A	OTH	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	MEDA	Total
CAOR O	AR92	0	1	0	0	0	0	0	0	0	0	0	0	1
	B9A	0	8	0	0	0	0	0	0	0	0	6	0	14
	B9B	1	11	0	0	1	0	0	1	0	0	3	0	17
	E91	202	11	3	3	1	1	2	3	3	6	18	41	294
	E92	61	14	7	13	0	1	0	1	1	6	13	15	132
	T91	8	0	0	1	0	0	0	0	1	0	2	2	14
	U92	0	0	0	0	0	0	0	0	0	1	0	0	1
	Total	272	45	10	17	2	2	2	2	5	5	13	42	58
Total	272	45	10	17	2	2	2	2	5	5	13	42	58	473



Battalion 9 Resource Responses to Butte County Fire Department 10/01/2023 to 10/31/2023

1
Item i.

Total Number of Incidents: **86**

Total Number of Resources Responding: **96**

		MED	T/C	P/A	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	MEDA	Total
CAORO	B9A	0	3	0	0	1	2	1	0	3	0	10
	B9B	0	0	0	0	0	0	1	0	0	0	1
	E391	0	0	0	0	1	0	0	0	0	0	1
	E91	28	7	1	1	0	4	0	1	3	9	54
	E92	10	2	5	1	0	2	0	2	5	3	30
	Total	38	12	6	2	2	8	2	3	11	12	96
Total		38	12	6	2	2	8	2	3	11	12	96



Battalion 9 Resource Responses to **CAL FIRE** 10/01/2023 to 10/31/2023

Total Number of Incidents: 7

Total Number of Resources Responding: 13

		VEG	F/A	OAP	Total
CAORO	B9A	2	0	0	2
	E91	4	2	0	6
	E92	3	1	0	4
	T91	0	0	1	1
	Total	9	3	1	13
Total		9	3	1	13



Butte County Fire Department Resource Responses to City of Oroville

1
Item i.

Total Number of Incidents: **144**

10/01/2023 to 10/31/2023

Total Number of Resources Responding: **185**

		MED	T/C	HAZ-CON	P/A	OTH	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	MEDA	Total
CABTC	BS42	0	0	0	0	0	1	0	0	0	0	0	0	1
	CO64	0	2	0	0	1	1	1	1	2	1	1	0	10
	CO64A	1	20	0	0	1	0	1	1	2	1	11	0	38
	CO71	0	1	0	0	0	0	0	0	0	0	0	0	1
	E44	2	0	0	1	0	0	0	0	0	0	1	0	4
	E63	45	9	1	2	1	0	1	0	0	1	2	8	70
	E64	9	1	0	1	0	0	0	1	0	1	0	2	15
	E71	3	0	0	0	0	0	0	0	1	1	0	1	6
	E72	1	1	0	0	0	0	0	0	1	0	0	0	3
	E941	1	0	0	0	0	0	0	0	0	0	0	0	1
	E964	19	2	0	0	0	0	0	0	1	1	0	3	26
	R44	0	0	0	0	0	1	0	0	0	0	0	0	1
	RESC-AC	0	0	0	0	0	1	0	0	0	0	0	0	1
	WT25	0	0	0	0	0	0	0	0	0	1	0	0	1
	WT27	0	0	0	0	0	0	0	0	1	0	0	0	1
WT64	0	1	0	0	1	0	1	1	1	1	1	0	6	
Total		81	37	1	4	4	4	4	5	9	7	15	14	185
Total		81	37	1	4	4	4	4	5	9	7	15	14	185



CAL FIRE Resource Responses To City of Oroville

10/01/2023 to 10/31/2023

1
Item i.

Total Number of Incidents: **68**

Total Number of Resources Responding: **110**

		MED	T/C	HAZ-CON	P/A	OTH	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	MEDA	Total	
CABTU	B2102	0	3	0	0	0	0	0	0	0	0	1	0	4	
	B2104	0	0	0	0	0	1	0	0	0	0	0	0	1	
	B2109	0	0	0	0	0	0	0	0	0	0	1	0	1	
	B2115	0	0	0	0	0	0	1	0	0	0	0	0	1	
	B2116	1	1	0	0	0	0	0	0	0	0	1	0	3	
	B2117	1	1	0	0	0	1	0	0	1	1	1	0	6	
	B2120	0	0	0	0	1	0	1	0	0	0	0	0	2	
	D2102	0	0	0	0	0	1	0	0	0	0	0	0	1	
	D2104	0	0	0	0	0	1	0	0	0	0	0	0	1	
	D2105	0	0	0	0	0	1	0	0	0	0	0	0	1	
	D2106	0	0	0	0	0	0	0	0	0	1	0	0	1	
	E2160	1	0	0	0	0	0	0	0	1	0	0	0	2	
	E2162	0	0	0	0	0	1	0	0	0	0	0	0	1	
	E2164	0	1	0	0	0	0	0	0	0	0	0	0	1	
	E2165	1	0	0	0	0	0	0	0	0	0	0	0	1	
	E2168	3	2	0	0	0	0	0	0	0	0	0	1	6	
	E2169	16	7	0	0	1	0	1	0	0	0	1	1	3	30
	E2176	2	0	0	1	0	0	0	0	0	0	0	0	0	3
	E2180	9	3	1	0	0	0	0	0	0	0	0	0	1	14
E2185	0	0	0	1	0	0	0	0	1	0	0	1	0	3	

Item i.

		MED	T/C	HAZ-CON	P/A	OTH	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	MEDA	Total
CABTU	P2121	0	0	0	0	1	0	0	0	1	2	0	0	4
	P2122	0	0	0	0	2	0	0	0	0	0	0	0	2
	P2123	0	0	0	0	0	0	1	0	0	3	0	0	4
	PIOADVS	0	1	0	0	1	1	1	1	1	1	0	0	7
	PRVADV	0	1	0	0	1	0	1	1	2	1	0	0	7
	T2105	0	0	0	0	1	0	0	0	0	0	0	0	1
	T2106	0	0	0	0	0	1	0	0	0	0	0	0	1
	U2163	0	0	0	0	0	1	0	0	0	0	0	0	1
	Total		34	20	1	2	8	9	6	4	6	9	7	4
Total		34	20	1	2	8	9	6	4	6	9	7	4	110

**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 SEPTEMBER 2023

DATE: OCTOBER 17, 2023

SUMMARY

The Council will receive a monthly report regarding the activities, and general information for the Police Department.

Staffing:

Positions	Total staffed	Total Authorized	Total Vacant
Police Officer	22	29	7
Dispatcher	7	8	1
Municipal Law Enforcement	8	16	8
Administrative Personnel	4	4	0

Department Activity:

Events Year to Date 2023	Average Response Time for Crimes against persons <small>*Priority 1 crimes</small>	Average Response Time for all types of calls for Service	National Average Response Time
34,880	9:34 minutes	8:59 minutes	8 - 11 minutes

Patrol Checks and Park Patrols:

	Patrol Checks
SEPTEMBER 2023	103
Year to Date	1,389

Parking Enforcement Citations Issued:*Item ii.*

SEPTEMBER 2023	Year to Date 2023	SEPTEMBER 2022	Year to date 2022
15	82	26	134

Police Activity:

Arrest	SEPTEMBER 2022	SEPTEMBER 2023	Year to date 2022	Year to date 2023
Misdemeanor	81	77	900	697
Felony	31	42	371	375

Citations	SEPTEMBER 2022	SEPTEMBER 2023	Year to date 2022	Year to date 2023
	57	47	639	421

Uniform Crime Reporting:

Crimes of Violence	SEPTEMBER 2023	Year to Date JANUARY – DECEMBER
Homicide	0	2
Rape	5	14
Robbery	2	20
Aggravated Assault	3	25

Community Navigator:

Contacts	Services Accepted	Year to date contacts	Year to date services
10	0	45	4

**SPCA Statistics:
Service Calls by Priority:**

Item ii.

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	9	41	4.58
Priority	46	321	6.98
At Officer Convenience	19	135	7.13
After Hours	22	128	5.82

Animal Intake and Outcome Stats:

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
106	63	42	61	2	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	9	9	0	0	0	0
Died	5	1	4	0	0	0
Disposal	4	0	0	0	0	4
Euthanasia	29	16	11	0	1	1
RTO	16	15	1	0	0	0
Transfer	0	0	0	0	0	0
Foster	0	0	0	0	0	0

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

SPCA After-hours call outs:

SEPTEMBER 2023
22

Shoes for Kids:

Shoes Provided	Socks Provided
0	0 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

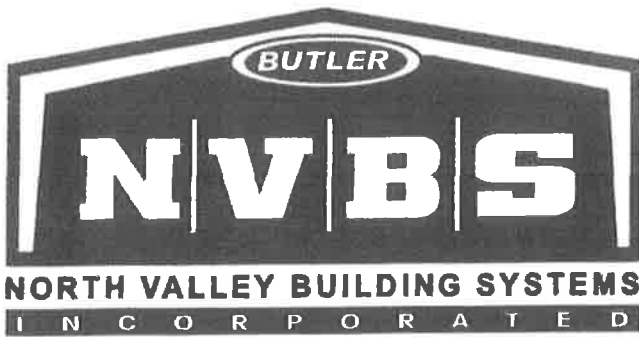
Table Mountain Golf Course
2700 Oro Dam Blvd. West
Oroville, CA. 95965

To the City Council,

Table Mountain Golf Club board of directors are asking for the approval of remodeling the two bathrooms on the course. They are in need of fixtures, paneling, door hardware, roof leak repairs, broken windows, interior and exterior paint, floor surface and mirrors. With this approval, I have submitted two bids for the remodel with financial aid from the city.

Thank you for your consideration,

Jerome M Johnson
Board Member



North Valley Building Systems, Inc.
COMPLETE CONCRETE & BUILDING SERVICE
30 Seville Court
Chico, CA 95928
www.northvalleybuilding.com

October 31, 2023

Table Mountain Golf Course
2700 Oro Dam Blvd West
Oroville, CA 95965

Attn: Jerome Johnson

Re: Restroom Repairs
Quote #0175-23 Rev. 1

Dear Jerome,

As per your request, I have prepared a quote to clean up and repair the free-standing restrooms on the Table Mountain Golf Course in Oroville.

We propose the following:

South Restrooms, Wood Framed with an approximate overall size of 6'-4" x 12'-6"

Work to be performed:

- Clean and repaint the exterior
- Check and repair dry rot
- Check the existing roof
- Replace the existing entry doors and hardware
- Remove the existing FRP
- Install water resistant drywall
- Repaint the interior with epoxy paint
- Repaint the epoxy floors
- Install new wood base
- Install new toilets and wall lavatories
- Remove and replace mirrors and hardware

Page 2 of 3
Quote #0175-23 Rev. 1

Clean up and remove trash from the site

The cost for the work as listed above would be...\$ 19,950.00

(see attached cost breakdown for explanation)

North Restrooms, Concrete Block Construction with an approximate overall size of 12' x 30' x 9' tall

Work to be performed:

Clean and repaint the exterior

Check roof for leaks

Clean and repaint with epoxy paint the interior of the two restrooms only

Note: We are not planning any work in the storage area.

Install new door hardware and hinges

Remove and replace 4 each 2'x2' windows

Clean and repaint the epoxy floors

Remove and replace two toilets

Remove and replace two wall hung lavatories

Remove and replace mirrors and hardware

Clean up and remove trash from the site

The cost for the work as listed above would be...\$ 25,800.00

(see attached cost breakdown for explanation)

These prices include materials, sales tax, freight and labor.

These prices do not include permit plans or engineering, ADA accessible upgrades, special inspections, building permit fees or any items not specifically listed above.

Payment terms are 10% down with the acceptance of this proposal, completed work to be billed around the 25th of each month to be paid by the 5th of the following month.

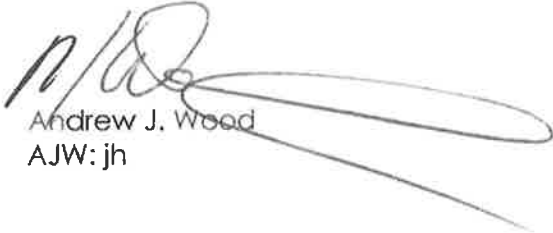
Page 3 of 3
Quote #0175-23 Rev. 1

Progress payments and final payments due or unpaid payments under this contract shall bear a late charge from the date payment is due. The maximum rate allowed by law is 1.5% per month on unpaid balances. Such rate shall be used in the locale of the work being performed.

This quote is valid fifteen (15) days after the proposal date. After the fifteen (15) days, the price must be confirmed or requested.

Jerome, thank you for the opportunity to quote this project. I am looking forward to working with you on this and any other projects we may encounter in the future.

Respectfully,



Andrew J. Wood
AJW: jh

I have read this proposal and accept all items listed above and authorize North Valley Building Systems, Inc. to proceed with the work listed.

Jerome Johnson

Date:

Table Mountain Golf Course
South Restrooms – Clean Up and Repair

COST BREAKDOWN

Paint Exterior	\$ 1,300.00
Check Roof, Check and Repair Dry Rot	1,000.00
Replace Entry Doors	700.00
Remove FRP	1,600.00
Install Drywall	5,670.00
Interior Painting	1,800.00
Paint Epoxy Floors	1,300.00
Install Wood Base	960.00
Install Toilets and Wall Hung Lavatories	4,720.00
Install Mirrors	400.00
Clean Up and Remove Trash	<u>500.00</u>
Total	\$ 19,950.00

Table Mountain Golf Course
North Restrooms – Clean Up and Repair

COST BREAKDOWN

Paint Exterior	\$ 2,600.00
Roof Repairs	1,800.00
Interior Painting	2,600.00
Install Doors and Hardware	2,520.00
Replace Windows	1,200.00
Epoxy Floor and Epoxy Floor Painting	9,220.00
Install Toilets and Wall Hung Lavatories	4,720.00
Install Mirrors	400.00
Clean Up and Remove Trash	<u>740.00</u>
Total	\$ 25,800.00



Butte County Mosquito and Vector Control District

5117 Larkin Road • Oroville, CA 95965-9250
 Phone: 530-533-6038 • Fax: 530-534-9916
www.BCMVCD.com

Matthew C. Ball
 Manager

October 18, 2023

Oroville City Council
 1735 Montgomery Street
 Oroville, Ca 95965

Dear Council Members:

The appointment of Mr. Chuck Reynolds, representing the City of Oroville to our Board of Trustees will expire at the end of this year. At the Board of Trustees meeting held October 18, 2023, Mr. Reynolds signified his willingness and desire to serve again if reappointed.

Mr. Reynolds has faithfully served as a Trustee for the Butte County Mosquito and Vector Control District for almost 2 years, and his knowledge and technical expertise has provided valuable contributions to the technical, financial, and governmental aspects of the District program. He has been a strong and consistent advocate of public health protection for the residents of Butte County, Hamilton City, the State of California, and the nation, and his service and experience have been a valuable contribution to the mosquito and vector control program of Butte County.

For your information, Health and Safety Code (HSC) Section 2024 governs the District's Board appointments. Pursuant to HSC, Section 2022(a) each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district (District's service area). Additionally, pursuant to HSC, Section 2024(a) expect as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January. Members of the Board of Trustees serve without compensation but do receive an amount to not exceed \$100.00 per month for expenses incurred while on official business.

If you have any questions, please feel free to contact me.

Sincerely,

Matthew C. Ball
 District Manager

TO: Department of Alcoholic Beverage Control
 1900 CHURN CREEK RD
 STE 215
 REDDING, CA 96002
 (530) 224-4830

File Number: **653730**
 Receipt Number: **2843542**
 Geographical Code: **0400**
 Copies Mailed Date: **October 18, 2023**
 Issued Date:

DISTRICT SERVING LOCATION: **REDDING**

First Owner: **CANYON LAKES INC**

Name of Business:

Location of Business: **3610 SKYCREST DR
 OROVILLE, CA 95965-8002**

County **BUTTE**

Is Premises inside city limits **No** Census Tract: **0024.01**

Mailing Address:(If different from premises address)

Type of license(s): **21** Dropping Partner: Yes No

Transferor's license/name: **449410 / MUBARAKA, ADEL**

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
21 - Off-Sale General	PER	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	PERSON TO PERSON TRF	NA	0	10/18/23	\$1,370.00
Application Fee	ISSUE TEMPORARY PERMIT	NA	1	10/18/23	\$100.00
21 - Off-Sale General	ANNUAL FEE	NA	0	10/18/23	\$884.00
Total					\$2,354.00

Have you ever been convicted of a felony? **No**
 Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of BUTTE Date: October 18, 2023

Applicant Name(s)

CANYON LAKES INC

