



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

September 03, 2024
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

1. Live Feed: <https://www.youtube.com/channel/UCAoRW34swYl85UBfYqT7IbQ/>
2. Zoom Link: <https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>
3. Zoom Application: Meeting ID: 968 7031 9529 Passcode: 67684553
4. By Phone: Telephone: 1-669-900-6833 Meeting ID: 968 7031 9529 Passcode: 67684553

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

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

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: Albanese v. City of Oroville, United States District Court, Eastern District of California, Case No.2:22-cv-01131.

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. RESOLUTION OF THE CITY OF OROVILLE RECOGNIZING CARL S. "BUD" BOLT FOR HIS LIFETIME OF DEDICATION AND SERVICE TO THE CITY OF OROVILLE AND THE BOLT TOOL MUSEUM

The City Council shall consider adopting a resolution recognizing Carl "Bud" Bolt for his lifetime of dedication and service to the Oroville community.

ACTION REQUESTED –

ADOPT RESOLUTION 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. RE: General Plan Amendment GPA24-01 and Zoning Code Amendment ZC24-01

The City Council will consider approval of Zoning Code Amendment ZC24-03 to rezone APNs 012-085-006 and 012-085-005 from Public or Quasi-Public Facilities (PQ) to Downtown Mixed Use (MXD). Includes General Plan Amendment GPA24-01 to change the land use designation from Public to Mixed Use.

ACTION(S) REQUESTED -

1. ADOPT THE NOTICE OF EXEMPTION AS THE APPROPRIATE LEVEL OF ENVIRONMENTAL REVIEW FOR THE PROJECT.
2. APPROVE GENERAL PLAN AMENDMENT GPA24-01
3. APPROVE ZONE CHANGE ZC24-03
4. ADOPT RESOLUTION NO. P2024-10

2. NORTHSTAR – CONTRACT EXTENSION

The City Council shall consider approving a contract extension with NorthStar through April 29, 2025 for Engineering Services. This contract would extend all on-call services currently under contract, including the services provided through the two Addenda/Authorized Work Agreements (AWAs) for Construction Management and City Engineer/plan review services.

ACTION REQUESTED -

RETAIN THE SERVICES OF NORTHSTAR THROUGH APRIL 29, 2025 BY APPROVING A CONTRACT EXTENSION

3. NORTHSTAR – TASK ORDER NO. 13, AWA #1

The City Council shall consider approving an Additional Work Authorization (AWA) with NorthStar for Construction Management, Inspection, Materials Testing services, and As-Built preparation for the Myers and Montgomery Street Resurfacing projects. This would be AWA No. 1 for Task Order No. 13.

ACTION REQUESTED -

AUTHORIZE THE CITY ADMINISTRATOR TO SIGN THE AWA FOR TASK ORDER NO. 13 FOR CONSTRUCTION MANAGEMENT, INSPECTION, MATERIALS TESTING, AND AS-BUILT PREPARATION SERVICES BY NORTHSTAR ENGINEERING.

4. LETTER OF SUPPORT FOR THE KONKOW VALLEY BAND OF MAIDU INDIANS

The City Council shall consider authorizing the attached Letter of Support for the Konkow Valley Band of Maidu Indians in the Tribe's efforts to obtain federal recognition.

ACTION REQUESTED -

APPROVE LETTER AND AUTHORIZE THE MAYOR TO SIGN.

5. REQUEST TO WAIVE ADMISSION FEE FOR VARIOUS PROMOTIONAL EVENTS HELD AT THE OROVILLE MUSEUMS

The City Council shall consider a request to waive the admission fees for various promotional events to be hosted by the Oroville Docent Association at the City museums including the C.F. Lott Home, the Pioneer Museum, the Chinese Temple & Museum Complex and the Bolt's Antique Tool Museum.

ACTION REQUESTED -

APPROVE FEE WAIVERS AT THE CITY MUSEUMS, FOR THE EVENTS LISTED.

6. APPROVAL OF AUGUST 20, 2024 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the Regular Meeting Minutes from August 20, 2024.

ACTION REQUESTED -

APPROVE THE AUGUST 20, 2024 CITY COUNCIL REGULAR MEETING MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

7. MEMORANDUM OF UNDERSTANDING WITH BUTTE COUNTY BEHAVIORAL HEALTH FOR SOBERING CENTER PARTICIPATION, ASSOCIATED BUDGET ADJUSTMENT AND CREATION OF FUND 121 FOR TRACKING OPIOID SETTLEMENT DOLLARS

The City Council shall consider entering into a three-year memorandum of understanding (MOU) with Butte County, for City participation in Behavioral Health Sobering Center, located in Chico and associated budget adjustment for the use of Opioid settlement funding. In addition, Council will consider the creation of Fund 121 to track all Opioid Settlement funds received.

ACTION(S) REQUESTED -

1. APPROVE MEMORANDUM OF UNDERSTANDING WITH BUTTE COUNTY FOR PARTICIPATION IN BUTTE COUNTY SOBERING CENTER AND AUTHORIZE THE MAYOR TO SIGN;
2. APPROVE ASSOCIATED BUDGET ADJUSTMENT (REQUIRES 5/7 VOTE); AND
3. APPROVE THE CREATION OF FUND 121 – OPIOID SETTLEMENT FUND.

8. DISCUSSION OF THE SALES AND USE OF FIREWORKS WITHIN THE CITY

The City Council shall discuss current and future sales and use of fireworks within the City and provide direction to staff.

ACTION REQUESTED -

DISCUSS THE CURRENT PRACTICE OF SALES AND USE OF FIREWORKS DURING THE BEGINNING OF FIRE SEASON AND PROVIDE DIRECTION TO STAFF FOR THE FUTURE SALES AND USE OF FIREWORKS WITHIN CITY LIMITS.

9. ORO DAM CRUISERS DRIVE-IN MOVIE NIGHT AT THE OROVILLE AIRPORT

The City Council shall consider authorizing an event with the Oro Dam Cruisers for a Drive-In Movie Night at the Oroville Airport on Saturday, October 12, 2024.

ACTION REQUESTED -

AUTHORIZE THE DRIVE-IN MOVIE NIGHT EVENT WITH THE ORO DAM CRUISERS TO BE HELD ON SATURDAY, OCTOBER 12, 2024.

10. OROVILLE POLICE DEPARTMENT PUBLIC INFORMATION OFFICER POSITION

The City Council shall consider the addition of a Public Information Officer (PIO) position within the Oroville Police Department. The addition of the PIO position would greatly assist the Oroville Police Department in communicating with the Oroville community.

ACTION REQUESTED –

APPROVE THE CREATION OF THE PUBLIC INFORMATION OFFICER JOB DESCRIPTION AND ASSOCIATED COMPENSATION.

11. AWARD OF CONTRACT; MONTGOMERY ST. RESURFACING PROJECT

The City Council shall consider awarding a contract to Pavement Coatings Company of Sacramento for the Montgomery Street Resurfacing Project.

ACTION REQUESTED –

AWARD A CONTRACT TO PAVEMENT COATING COMPANY FOR \$778,906.05 AND ALLOCATE \$77,890.61 FOR CONTINGENCIES AND AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE THE CONTRACT.

12. AWARD OF CONTRACT; MYERS ST. RESURFACING PROJECT

The City Council shall consider awarding a contract to Pavement Coatings Company of Sacramento for the Myers Street Resurfacing Project.

ACTION REQUESTED –

AWARD A CONTRACT TO PAVEMENT COATING COMPANY FOR \$337,162.50 AND ALLOCATING \$33,637.50 FOR CONTINGENCIES AND AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE THE CONTRACT.

13. REAPPOINTMENT TO THE HOUSING LOAN ADVISORY COMMITTEE

The City Council shall consider reappointing Chris Logue to the Housing Loan Advisory Committee (HLAC) with a term ending September 3, 2026.

ACTION REQUESTED -

REAPPOINT CHRIS LOGUE TO THE HLAC WITH A TERM ENDING SEPTEMBER 3, 2026.

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

14. 5:15PM - FIRST READING OF ZONING CODE AMENDMENT (ZC) 23-03, AMENDING SECTION 17.12.060 (TREE PRESERVATION), SECTION 17.12.065 (OAK TREE LOSS MITIGATION) AND SECTION 17.48.070 (TREE REMOVAL PERMITS) OF THE OROVILLE MUNICIPAL CODE (OMC)

The City Council shall consider adopting ZC 23-03, amending the City's oak tree loss mitigation standards, requirements, and applicability as found in Section 17.12.065 of the Oroville Municipal Code (OMC). ZC 23-03 would also amend Section 17.12.060 pertaining to tree preservation requirements and Section 17.48.070 pertaining to the City's tree removal permit requirements.

ACTION(S) REQUESTED -

APPROVE ORDINANCE NO. 1877 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.12.060 "TREE PRESERVATION", SECTION 17.12.065 "OAK TREE LOSS MITIGATION", AND SECTION 17.48.070 "TREE REMOVAL PERMITS"

ADOPT RESOLUTION NO. 9213 AMENDING THE CITY'S MASTER SCHEDULE OF USER AND REGULATORY FEES BY ADDING AN OAK TREE MITIGATION IN-LIEU FEE TO THE PLANNING FEES

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. Postcard from Christell Burnett
 - ii. Housing Authority NOFA Notification
 - iii. Application for Alcohol Beverage Licenses

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on September 17, 2024 at 4:00 p.m.

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

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

RESOLUTION NO. 9313**Resolution of the City of Oroville
Recognizing Carl S. “Bud” Bolt for His Lifetime of Dedication and Service
to the City of Oroville and the Bolt Tool Museum**

WHEREAS, Carl S. “Bud” Bolt honorably served his country as a United States Marine from 1947 to 1950, exemplifying the values of dedication, service, and commitment that would continue to define his life; and

WHEREAS, in 1953, Bud Bolt was recognized as the 22nd highest producing dealer in the nation for Snap-On, demonstrating his expertise and passion in the field of tools, a passion that he also pursued through his work with Cornwell Quality Tools, Snap-On, and MAC Tools; and

WHEREAS, Bud Bolt moved to Oroville in 1972, where he quickly became an integral part of the community, serving as a 4H leader for 10 years and sharing his skills and knowledge by teaching beginning woodworking to 4H members, thereby fostering a love for craftsmanship and learning among the youth; and

WHEREAS, on January 3, 2006, Bud Bolt generously donated his extensive collection of approximately 6,000 tools to the City of Oroville, a gift that has become the foundation of the Bolt Tool Museum, a beloved local institution that has brought together people from across the country to share in their love of tools and history; and

WHEREAS, the Smithsonian Institution has recognized the Bolt Tool Museum as likely housing the “world’s largest collection of tools,” a testament to Bud Bolt’s tireless dedication over 50 years to building and curating this remarkable collection and its accompanying interpretive materials; and

WHEREAS, through his efforts, Bud Bolt has not only preserved the history of tools but has also fostered a deep appreciation for them in everyone he came into contact with, leaving an indelible mark on the community of Oroville and beyond; and

WHEREAS, the City of Oroville wishes to honor Bud Bolt’s lifetime of service and dedication, which has enriched the lives of countless individuals and solidified his legacy as a true champion of the City’s cultural and historical heritage.

NOW, THEREFORE, BE IT RESOLVED, that the City of Oroville, through its City Council, hereby recognizes and honors Carl S. “Bud” Bolt for his lifetime of dedication and service to the City of Oroville and the Bolt Tool Museum, acknowledging his outstanding achievements and expressing profound gratitude for his contributions to the community.

PASSED AND ADOPTED by the City Council of the City of Oroville on this 3rd day of September, 2024.

AYES:

NOES:

ABSENT:

ABSTAINED:

Scott Huber, City Attorney

David Pittman, Mayor

Kayla Reaster, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR
KRISTINA HEREDIA, ASSOCIATE PLANNER**

**RE: ZONING AMENDMENT ZC24-03 AND GENERAL PLAN AMENDMENT
GPA24-01 FOR THE YMCA PROPERTIES LOCATED AT 1650 & 1684
ROBINSON STREET**

DATE: SEPTEMBER 03, 2024

SUMMARY

The Oroville City Council shall conduct a public hearing to review and consider approval of Zoning Code Amendment ZC24-03 to rezone APNs 012-085-006 and 012-085-005 from Public or Quasi-Public Facilities (PQ) to Downtown Mixed Use (MXD). This action includes General Plan Amendment GPA24-01 to change the land use designation from Public to Mixed Use.

DISCUSSION

City Council first heard this item during the August 20, 2024, regularly scheduled meeting. The City Council made the motion to approve both the Zoning Amendment and the General Plan Amendment during the September 03, 2024, City Council meeting.

The Community Development Department has initiated a General Plan amendment and rezone request for two YMCA properties so that they may be sold and utilized as downtown mixed-use developments instead of being reserved solely for public and non-profit purposes.

The properties, located at 1650 & 1684 Robinson, were utilized by the YMCA prior to their relocation to the Oroville Civic Center. To ensure their continued presence in Oroville, they need to sell these two Public or Quasi-Public (PQ) zoned properties. The PQ zone limits land uses to “government, public, public utility and educational facilities,”¹ making it difficult to utilize for infill development. The YMCA has had difficulties locating a buyer who’s proposed land use would be permitted in the PQ zoning district; as such, the two properties have stood vacant for the past two years. Unable to find buyers, the YMCA requested assistance from the City to amend the zoning district to Downtown Mixed Use (MXD). The City of Oroville has a long-standing partnership with the YMCA, and a desire for continued development of the downtown area. This Rezone, and General Plan Amendment, provides for both.

¹ OMC 17.40.020.A

Planning Commission Summary

The Planning Commission at its July 25, 2024, meeting considered the Rezone and General Plan Amendment, and recommended City Council approval by a vote of 6 ayes, with 1 absent.

At the public hearing, three people spoke in opposition to the rezone. The main concern expressed revolved around a Trust Deed dated June 29, 1916, which stated that the property at 1684 Robinson was granted to the YMCA “for the purpose of its use by said Association as a play ground for the boys and girls of Oroville, California, forever” (Attachment 5). The concern appears to be that the rezone and sale of the property would conflict with the Trust Deed.

The YMCA and their title company are in the process of reviewing this deed and working towards a resolution. As of publication of this staff report, 1650 Robinson Street has a clear title, and the rezone and subsequent sale of the property are not affected by this deed. While the title review of 1684 Robinson Street is still being finalized, it also appears that the rezone of the property would not be in conflict with the Trust Deed in question.

ENVIRONMENTAL

This rezone is not considered a project under CEQA, per Section 15378.b.5 of the California Code of Regulations.

FISCAL IMPACT

None.

RECOMMENDATIONS

1. **Waive the second reading and introduce by title only, Ordinance No. XXXX -- AN ORDINANCE OF THE CITY OF OROVILLE CITY COUNCIL APPROVING ZONING CODE AMENDMENT ZC 24-03 FOR THE YMCA PROPERTIES LOCATED AT 1650 & 1684 ROBINSON STREET.**
2. **Approve Resolution No. XXXX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, ADOPTING GENERAL PLAN AMENDMENT GPA 24-01 FOR 1650 & 1684 ROBINSON STREET.**

ATTACHMENTS

1. Ordinance XXXX approving ZC24-03
2. Resolution XXXX approving GPA24-01
3. Trust Deed - 1916
4. July 25, 2024, Planning Commission Staff Report

**CITY OF OROVILLE
ORDINANCE NO. 1882**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING
GENERAL PLAN AMENDMENT GPA24-001 AND ZONING CODE AMENDMENT
ZC24-03 TO CHANGE THE LAND USE DESIGNATION OF TWO PARCELS ON
ROBINSON STREET TO MIXED USE AND THE ZONING TO DOWNTOWN MIXED-
USE (APN'S 012-085-005 and 012-085-006)**

WHEREAS, the City of Oroville has determined that these parcels are no longer utilized by the YMCA for non-profit/public facilities as outlined in the 2015 adopted General Plan; and

WHEREAS, the City has determined that the parcels are more suited to mixed use commercial and residential purposes; and

WHEREAS, the nearby areas are primarily zoned Downtown Mixed-Use; and

WHEREAS, the City is keenly interested in supporting revitalization of the area, and a rezone will encourage that revitalization; and

WHEREAS, the City has initiated this General Plan amendment and rezone to allow these properties to have the same rights and privileges as those afforded to other similarly zoned nearby properties in the downtown; and

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

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

Section 1. Pursuant to section 17.08.040 of the Code of the City of Oroville, approximately 0.51 acres of land constituting 2 parcels on Robinson Street (APN's 012-085-005 and 012-085-006) are hereby rezoned to Downtown Mixed Use (MXD) with a General Plan Land Use Designation of Mixed-Use.

Section 2. This ordinance shall become effective on the 30th day after its adoption.

Section 3. The City Clerk shall attest to the adoption of this ordinance.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on September 03, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DAVID PITTMAN, Mayor

APPROVED AS TO FORM:

ATTEST:

SCOTT E. HUBER, City Attorney

KAYLA REASTER, Assistant City Clerk

**CITY OF OROVILLE
RESOLUTION NO. 9314**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, ADOPTING GENERAL PLAN AMENDMENT GPA 24-01 FOR 1650 & 1684 ROBINSON STREET (APNS 012-085-006 and 012-085-005).

WHEREAS, the properties identified as 1650 & 1684 Robinson Street have been vacant and available for sale by the YMCA for the past two years; and

WHEREAS, these two properties have a General Plan Land Use Designation of Public and a zoning district of Public and Quasi-Public Facilities (PQ); and

WHEREAS, the Public Facility zoning and land use designation limit development opportunities to government, public and educational facilities; and

WHEREAS, the city has initiated this General Plan Amendment and rezone to facilitate the sale of these properties with the YMCA; and

WHEREAS, the city has a long-standing partnership with the YMCA and is committed to assisting the YMCA continue in Oroville; and

WHEREAS, the Planning Commission and City Council have both considered at noticed public hearings the comments and concerns of public agencies and property owners who are potentially affected by the changes described herein, and also considered City staff reports regarding the project.

NOW, THEREFORE, BE IT RESOLVED BY THE OROVILLE CITY COUNCIL ALL OF THE FOLLOWING:

Section 1. The City Council adopts General Plan Amendment GPA 24-01 and Zoning Code Amendment ZC 24-03;

Section 2. The Council directs the preparation one or more ordinances as necessary to amend the City of Oroville Zoning Map to affect the necessary zoning changes.

Section 3. That for any new development the property owner and any subsequent owners must obtain all required permits from the City and any agencies responsible for protecting natural resources, then implement the conditions of those permits.

Section 4. 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 held on this 3rd day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Pittman, Mayor

ATTEST:

FORM APPROVED:

Kayla Reaster Assistant City Clerk

Scott E. Huber. City Attorney

Book 1160

P. 268

Recorded at the request of Clay Buchanan, June 29, A.D. 1916, at 3 minutes past 8 o'clock A.M. in Book 160, of Deeds, page 267, Records of the County of Butte.

A. H. Looney,.....Recorder,

By J. S. Walsh Deputy Recorder.

Freda Ehmman, et al.

to

Frederick M. Duckles.

Trust Deed.

Know All Men By These Presents: This deed of trust, made this 27th day of June, 1916, between Freda Ehmman; (widow) and Edwin W. Ehmman, both of the City of Oroville, Butte County, California, parties of the first part, and Frederick M. Duckles, Trustee, of said City of Oroville, Butte County, California, the party of the second part, and the Young Men's Christian Association of Oroville, California, (not incorporated) party of the third part,

Whereas, the said parties of the first part desire to grant and make a gift to the said Young Men's Christian Association, of the City of Oroville, California, the real estate hereinafter set out and described, for the purpose of its use by said Association as a play ground for the boys and girls of Oroville, California, forever. Said Young Men's Christian Association not being incorporated, the said real estate is by this trust deed conveyed to said Frederick M. Duckles, in trust for said Young Men's Christian Association of said Oroville, to be a play ground as aforesaid forever.

Now This Indenture Witnesseth: That for and in consideration of the premises as aforesaid, and the sum of One Dollar cash in hand paid by party of second part unto parties of the first part, the receipt of which is hereby acknowledged, the parties of the first part hereby grant, give, and convey unto the said party of the second part, in trust for the party of the third part, and to his assigns and successors forever:

All that certain lot, piece or parcel of land situate in the City of Oroville, County of Butte, State of California, and bounded and described as follows, to-wit:

Lot Five (5) of Block Eighteen (18) of the City (formerly town) of Oroville, according to a map entitled Oroville, from accurate survey by Wm. Edmunds, filed in the office of the County Recorder of the County of Butte, State of California, on the 22nd day of January, 1872.

(Note .1) A Map entitled "Official Map of the City of Oroville, California", (having been approved and declared the Official Map of the City of Oroville, Cal., by order of the Board of City Trustees June 6th, 1910,) was filed in the office of the County Recorder of the County of Butte, State of California, on the 12th day of December, 1910. The lots numbered Five (5) and Six (6) of Block Eighteen (18) as shown on this Map are interchanged, the land described in this deed being shown thereon as Lot Six (6) of Block Eighteen (18).

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion or reversions, remainder and remainders, rents, issues and profits thereof, provided that whenever the said party of the third part shall become incorporated, then said party of the second part shall by proper deed convey said property to the party of third part, under the terms and for the purpose herein set out.

Deeds
No. 160

269

To Have and To Hold, all and singular, the said premises together with the appurtenances, unto the said party of the second part, his assigns and successors forever.

Given under our hands the day and date above written.

Mrs. Freda Ehmman,

Edwin W. Ehmman.

---ooOoo---

State of California

ss.

County of Alameda

I, C. H. Eliassen, Notary Public, duly authorized and commissioned in and for Alameda County, State of California, do certify that the foregoing deed of Trust was this day presented to me at my office in Alameda County, California, by the grantors therein, and that they did there and then and each of them acknowledge the same to be their act and deed for the purposes therein mentioned and consented the same be recorded.

Given under my hand and notarial seal this 27th day of June, 1916.

C. H. Eliassen,.....Notary Public,

(Seal)

Alameda County, Cal.

---ooOoo---

Recorded at the request of E. W. Ehmman, June 29, 1916, at 6 min. past 8 o'clock A.M. in Book 160, page 268, of Deeds, Butte County Records.

A. H. Locey,.....Recorder,

By E. W. Ehmman Deputy Recorder.

H. E. Herper,

to

Alvira E. Herper.

This Indenture, made the 29th day of June, in the year of our Lord one thousand nine hundred and sixteen, between H. E. Herper, of the County of Butte, State of California, the party of the first part, and Alvira E. Herper, (formerly Alvira E. Graham) of the County of Butte, State of California, the party of the second part,

Witnesseth: That the said party of the first part, for and in consideration of the love and affection, which the said party of the first part has and bears unto the said party of the second part, as also for the better maintenance, support, protection and livelihood of the said party of the second part, does by these presents, give unto the said party of the second part, and to her heirs and assigns forever; all that certain lot, piece or parcel of land situate in the County of Butte, State of California, and bounded and particularly described as follows, to-wit:

The North half of the Northeast quarter and that part of the Southwest quarter of the Northwest quarter lying North of Oroville and Forbestown Wagon Road, all situate in Section Fifteen (15), Township Nineteen (19) North of Range Four (4) East, M.D.M., Butte County, California, containing eighty-five (85) acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions,



City of Oroville

Patrick Piatt
Director

COMMUNITY DEVELOPMENT DEPARTMENT

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

PLANNING COMMISSION STAFF REPORT

Thursday, July 25, 2024

RE: General Plan Amendment GPA24-01 and Zoning Code Amendment ZC24-01. The Planning Commission shall conduct a public hearing and may recommend to the City Council approval of Zoning Code Amendment ZC24-03 to rezone APNs 012-085-006 and 012-085-005 from Public or Quasi-Public Facilities (PQ) to Downtown Mixed Use (MXD). Includes General Plan Amendment GPA24-01 to change the land use designation from Public to Mixed Use.

SUMMARY: The Community Development Department has initiated a General Plan amendment and rezone request for two YMCA properties so that they may be sold and utilized as downtown mixed-use developments instead of being reserved for public facilities.

RECOMMENDATION: Staff recommends the following actions:

1. Conduct a Public Hearing on the proposed rezone and General Plan Amendment.
2. Recommend that the City Council:
 - a. Adopt the Notice of Exemption as the appropriate level of environmental review for the project.
 - b. Approve General Plan Amendment GPA24-01
 - c. Approve Zone Change ZC24-03
3. Adopt Resolution No. P2024-10

APPLICANTS: City initiated

LOCATION:
1650 & 1684 Robinson Street
Oroville, CA 95965

GENERAL PLAN: Public

ZONING: Public or Quasi-Public Facilities (PQ)
& Downtown Historic Overlay District (DH-O)

FLOOD ZONE: X

ENVIRONMENTAL DETERMINATION: Categorically Exempt from CEQA as existing facilities, per Section 15301 of the California Code of Regulations.

REPORT PREPARED BY:

Kristina Heredia, Planner
Community Development Department

REVIEWED BY:

Patrick Piatt, Director
Community Development Director

DISCUSSION:

The Community Development Department has initiated the General Plan Amendment (GPA) and rezone of two YMCA properties to facilitate development opportunities in the downtown area. Both properties are zoned for Public or Quasi-Public Facilities (PQ), in accordance with their General Plan (GP) Land Use Designation of “Public”. The GPA and rezone, if approved, will change the designations to Mixed-Use and Downtown Mixed-Use respectively, which is consistent with the zoning, land use designations and existing developments in the area.

The intent of the PQ zoning district and GP Designation is to “*accommodate government, public, public utility and educational facilities.*”¹ When the YMCA was operating out of the Robinson Street facilities, the zoning was appropriate. However, PQ zoning severely restricts what land uses can be developed. Rather than have properties that could remain vacant for a potentially long period of time, rezoning to MXD enables new development opportunities within the Historic Downtown Overlay.

The intent of the MXD is “*to strengthen Downtown Oroville as a pedestrian-oriented activity center with a diversity of commercial, employment, and residential uses,*”² and the Land Use Element of the General Plan states that the Mixed-Use designation “*allows and encourages different but compatible uses.*”³

Having available properties within the City that allow development that is varied yet compatible aligns with the GP Land Use Goal LU-2, to “*develop an economically vital, pedestrian-oriented Historic Downtown that includes retail, office, residential, civic, cultural, and recreational uses.*”

Since the YMCA is in operation at their new facility, GP Land Use Goal LU-6 (*providing adequate land for development of public/quasi-public uses*) is satisfied, as there is no reduction in public facilities available to residents. Furthermore, the YMCA has secured potential buyers for these two properties, and rezoning to MXD will facilitate their development.

FISCAL IMPACT:

None.

PUBLIC NOTICE:

The Planning Commission hearing for this project was publicly noticed in the local newspaper on July 13, 2024, and mailed to all property owners within 300 feet on July 3, 2024. As of publication, staff have not received any responses regarding the public notices.

¹ OMC 17.40.020.A

² OMC 17.34.010.A

³ Land Use Element of General Plan pg. 3-30

Attachments:

1. Draft Ordinance with Zoning Change
2. Draft Resolution No. P2024-10
3. Letters of Support from YMCA and Potential Developers
4. CEQA Notice of Exemption



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS
FROM: ALYSSA STUTZ, CITY ENGINEER
RE: NORTHSTAR – CONTRACT EXTENSION
DATE: SEPTEMBER 3, 2024

SUMMARY

The Council will consider approving a contract extension with NorthStar through April 29, 2025 for Engineering Services. This contract would extend all on-call services currently under contract, including the services provided through the two Addenda/Authorized Work Agreements (AWAs) for Construction Management and City Engineer/plan review services.

DISCUSSION

The On-Call Civil Engineering and Planning Services Contract with NorthStar, which provides civil engineering design services to the City on an as-needed basis via Task Orders, is set to expire on October 29, 2024. In June of 2023, the City amended the contract, adding additional scope of work for Construction Management and QA/QC services to also be performed on an as-needed basis. In August of 2023, the City amended the contract a second time for City Engineer and City Surveyor services for a one (1) year term, which expired September 1, 2024.

Due to ongoing task orders, staff turnover, and work currently assigned to NorthStar, City staff would like to continue utilizing NorthStar for all the services they have provided for us to-date, including civil design, Construction Management, QA/QC, City Engineer, and City Surveyor services. Approval of AWA No. 3 would extend all of these services through April 29, 2025.

FISCAL IMPACT

This contract is for on-call services. Therefore, appropriations will be made on a case-by-case basis depending on the proposed future Task Order(s).

ACTION REQUESTED

Due to personnel turnover and ongoing civil design work NorthStar is currently working on, staff recommends retaining the services of NorthStar through April 29, 2025.

ATTACHMENTS

NorthStar Additional Work Authorization #3

ADDITIONAL WORK AUTHORIZATION. #3
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CONSULTANT AND CLIENT

DATE: August 15, 2024

CLIENT: Brian Ring
City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
bring@cityoforoville.org

CONSULTANT: NorthStar
111 Mission Ranch Blvd., Suite 100
Chico, CA 95926
(530) 893-1600

PROJECT: PSA: Services No. 3387
On-Call Civil Engineering & Planning
Services
and City Engineer/Surveying Services

NS#: 21-103

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

1. This agreement will serve as an additional work authorization to our previous Agreement, dated October 29th 2021. Work under this Agreement will be subject to the terms and conditions of our previous Agreement, except as noted below.
2. Consultant agrees to perform the additional services as set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Additional Scope of Services").
3. Client agrees (unless otherwise stated herein) to compensate Consultant for its Services according to the cost proposal attached hereto as Exhibit "B" and incorporated herein by this reference ("Cost Proposal for Additional Work").

B. GENERAL PROVISIONS:

1. **Timeline for Offer to Contract / Termination of Agreement.** This offer to contract for additional services is good for 14 days after the date shown below in the Consultant's signature block. If Client fails to sign this contract within 14 days, the offer for additional services shall be withdrawn making it null and void. Client may terminate this contract by giving notice to Consultant in writing and bringing all outstanding charges current prior to termination of Agreement.
2. **Liability Limits.** Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant's fee for services. Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client and all contractors and subcontractors is limited to three times the contract amount for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorneys' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Client further agrees to notify all contractors and sub-contractors of this limitation of Consultant's liability to them and require them to abide by this limitation of damages suffered by any contractor or subcontractor arising from Consultant's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Consultant's actions or inactions.

3. Preparation of Agreement. By signing the Agreement, both parties consent that the Agreement has been prepared and negotiated equally by Client and Consultant.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CLIENT:

BY: _____

TITLE: _____

SIGNED: _____

DATE: _____

CLIENT:

BY: _____

TITLE: _____

SIGNED: _____

DATE: _____

CONSULTANT:BY: Robin Kampmann, PETITLE: Senior EngineerLICENSE NO. RCE 73943

SIGNED: _____

DATE: _____

CONSULTANT:BY: Mekena Galka, PETITLE: Associate EngineerLICENSE NO. RCE 94638

SIGNED: _____

DATE: _____

ATTACHMENTS included and made a part of this agreement:

X	EXHIBIT "A"	ADDITIONAL SCOPE OF SERVICES
X	EXHIBIT "B"	COST PROPOSAL & STANDARD RATE SCHEDULE

EXHIBIT "A"
SCOPE OF SERVICES

As requested NorthStar will continue to provide on-call engineering and planning services (original contract date October 29th, 2021) and City Engineer/Surveyor services (Additional work authorization #2 dated September 1st, 2023). The updated contract expiration date for on call engineering and planning services and city engineering/surveying services shall be April 29th, 2024. At such time, either contract may be extended with terms agreed upon by both the City of Oroville and NorthStar. Either contract may be terminated by either party with a 30 day notice for any reason.

The scopes include:

Please reference PSA: Services No. 3387 On-Call Civil Engineering & Planning Services and AWA#2 City Engineering/Surveying Services for the full scope of services to be renewed.

EXHIBIT "B"
STANDARD HOURLY RATES
Effective July 1, 2024 through June 30, 2025*

<u>Engineering</u>	<u>Hourly Rate</u>
Principal Engineer	\$250
Senior Managing Engineer	\$230
Senior Engineer	\$204
Associate Engineer	\$178
Assistant Engineer	\$156
Junior Engineer	\$134
Senior Technician	\$150
Associate Technician	\$126
Assistant Technician/Intern	\$105
<u>Surveying</u>	
Principal Surveyor	\$250
Senior Managing Surveyor	\$230
Senior Surveyor	\$204
Associate Surveyor	\$178
Assistant Surveyor	\$156
Senior Survey Technician	\$150
Associate Technician	\$126
Assistant Technician	\$105
One Person with GPS/ Robotic (Party Chief)	\$195
Two-Person Survey Crew	\$270
Party-Chief (Prevailing Wage)	\$220
Two-Person Survey Crew (Prevailing Wage)	\$345
<u>Planning</u>	<u>Hourly Rate</u>
Principal Planner	\$190
<u>Administrative</u>	<u>Hourly Rate</u>
Project Management	\$175
Administrative	\$100
<u>Other</u>	<u>Rate</u>
Litigation Support – Expert Witness Testimony	\$500 per hour
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 15%
Subcontractors	Cost + 15%
*Rates typically increase 4-5% per year	



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: ALYSSA STUTZ, CITY ENGINEER

RE: NORTHSTAR – TASK ORDER NO. 13, AWA #1

DATE: SEPTEMBER 3, 2024

SUMMARY

The Council will consider approving an Additional Work Authorization (AWA) with NorthStar for Construction Management, Inspection, Materials Testing services, and As-Built preparation for the Myers and Montgomery Street Resurfacing projects. This would be AWA No. 1 for Task Order No. 13.

DISCUSSION

The City received bids for both the Myers Street and Montgomery Street Resurfacing projects on August 15, 2024. The projects are expected to be awarded and begin within the next several weeks. Currently, NorthStar has a Task Order (No. 13) for designing and assisting the City through Construction. However, the original contract does not include Construction Management, Inspection, or Materials Testing. This AWA would authorize NorthStar to perform those services for the City for an amount not to exceed \$53,503.00.

FISCAL IMPACT

Appropriates are budgeted in the Senate Bill 1 Road Maintenance and Rehabilitation account.

ACTION REQUESTED -

Authorize the City Administrator to sign the AWA for Task Order No. 13 for Construction Management, Inspection, Materials Testing, and as-built preparation services by NorthStar Engineering.

ATTACHMENTS

NorthStar Additional Work Authorization #3



TASK ORDER 13 AWA #1
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CONSULTANT AND CLIENT

DATE: August 14, 2024

CLIENT: Brian Ring
City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
bring@cityoforoville.org

CONSULTANT: NorthStar
111 Mission Ranch Blvd., Suite 100
Chico, CA 95926
(530) 893-1600

PROJECT: PSA: Services No. 3387
Task 13: Downtown Oroville
AWA#1 Construction Management

NS#: 21-103

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

1. This agreement will serve as an additional work authorization to our previous Agreement, dated October 29th 2021. Work under this Agreement will be subject to the terms and conditions of our previous Agreement, except as noted below.
2. Consultant agrees to perform the additional services as set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Additional Scope of Services").
3. Client agrees (unless otherwise stated herein) to compensate Consultant for its Services according to the cost proposal attached hereto as Exhibit "B" and incorporated herein by this reference ("Cost Proposal for Additional Work").

B. GENERAL PROVISIONS:

1. **Timeline for Offer to Contract / Termination of Agreement.** This offer to contract for additional services is good for 14 days after the date shown below in the Consultant's signature block. If Client fails to sign this contract within 14 days, the offer for additional services shall be withdrawn making it null and void. Client may terminate this contract by giving notice to Consultant in writing and bringing all outstanding charges current prior to termination of Agreement.
2. **Liability Limits.** Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant's fee for services. Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client and all contractors and subcontractors is limited to three times the contract amount for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorneys' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Client further agrees to notify all contractors and sub-contractors of this limitation of Consultant's liability to them and require them to abide by this limitation of damages suffered by any contractor or subcontractor arising from Consultant's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Consultant's actions or inactions.

Additional Work Authorization

NS#: 21-103

Page 1 of 5

3. Preparation of Agreement. By signing the Agreement, both parties consent that the Agreement has been prepared and negotiated equally by Client and Consultant.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CLIENT:

BY: _____

TITLE: _____

SIGNED: _____

DATE: _____

CLIENT:

BY: _____

TITLE: _____

SIGNED: _____

DATE: _____

CONSULTANT:BY: Robin Kampmann, PETITLE: Senior EngineerLICENSE NO. RCE 73943

SIGNED: _____

DATE: _____

CONSULTANT:BY: Mekena Galka, PETITLE: Associate EngineerLICENSE NO. RCE 94638

SIGNED: _____

DATE: _____

ATTACHMENTS included and made a part of this agreement:

X	EXHIBIT "A"	ADDITIONAL SCOPE OF SERVICES
X	EXHIBIT "B"	COST PROPOSAL & STANDARD RATE SCHEDULE

EXHIBIT "A"
SCOPE OF SERVICES
DOWNTOWN OROVILLE CONSTRUCTION MANAGEMENT

The Downtown Oroville Resurfacing task currently consists of two separate projects, Montgomery and Myers Street Resurfacing. Both projects are being bid and constructed separately. Each project consists of applying a double layer fiberized microsurfacing treatment to each roadway, restriping within project extents, protecting all existing utilities in place and adding pedestrian safety striping. The City of Oroville requested NorthStar to provide construction management and material testing assistance for both projects.

Consultant agrees to perform the following services:

Task 13-a: Montgomery Street Resurfacing - Construction Management

Task 13-a-1: Construction Management

1. Organizing and leading the pre-construction meeting for the project (assuming 1 meeting).
2. Coordination with client and contractors.
3. Review and respond to Request for Information (RFI) (maximum of 5).
4. Review, accept and or reject product submittals (maximum of 5 submittals).
5. Review the monthly progress payment request from the Contractors.
6. Process change orders (CO) for Client to review (maximum of 2).
7. (2) Two on-site meetings during construction (Assumes construction will be 30 working days).
8. Final walk through providing the Client and contractors with a punch list for the project.

Task 13-a-2: Construction Inspection/Report – M.T. Hall & Associates

1. M.T. Hall will provide site inspections and NorthStar will report as required by the Client.
2. This task includes documenting construction activities, active construction personnel and construction related issues.
3. Review of the daily field inspection reports.

Task 13-a-3: Prepare As-built plans.

1. NorthStar will prepare as-built plans based on the information and plan changes during construction.
2. One (1) revision based on the City Comments.

Task 13-b: Myers Street Resurfacing - Construction Management

Task 13-a-1: Construction Management

1. Organizing and leading the pre-construction meeting for the project (assuming 1 meeting).
2. Coordination with client and contractors.
3. Review and respond to Request for Information (RFI) (maximum of 5).
4. Review, accept and or reject product submittals (maximum of 5 submittals).
5. Review the monthly progress payment request from the Contractors.
6. Process change orders (CO) for Client to review (maximum of 2).
7. (2) Two on-site meetings during construction (Assumes construction will be 30 working days).
8. Final walk through providing the Client and contractors with a punch list for the project.

Task 13-b-2: Construction Inspection/Report – M.T. Hall & Associates

4. M.T. Hall will provide site inspections and NorthStar will report as required by the Client.
5. This task includes documenting construction activities, active construction personnel and construction related issues.
6. Review of the daily field inspection reports.

Task 13-b-3: Prepare As-built plans.

3. NorthStar will prepare as-built plans based on the information and plan changes during construction. One (1) revision based on the City and Clients Comments.

Additional Work Authorization

NS#: 21-103

Page 3 of 6

EXHIBIT "B"

COST PROPOSAL

MONTGOMERY STREET RESURFACING CONSULTANT FEE:

The estimated fee to complete the Scope of Services is: \$26,751.50 (T&M)

Task 13-a: Montgomery Street Resurfacing – Construction Management

Task 13-a-1: Construction Management	\$ 3,276.00
Task 13-a-2: Construction Inspection/Report	\$ 21,907.50
Task 13-a-3: Prepare As-built Plan	\$ 1,568.00

MYERS STREET RESURFACING CONSULTANT FEE:

The estimated fee to complete the Scope of Services is: \$ 26,751.50 (T&M)

Task 13-b: Myers Street Roundabout – Construction Management

Task 13-b-1: Construction Management	\$ 3,276.00
Task 13-b-2: Construction Inspection/Report	\$ 21,907.50
Task 13-b-3: Prepare As-built Plan	\$ 1,568.00

RETAINER: A deposit in the amount of \$ 0 is required.

OUTSIDE FEES: Estimated outside costs associated with your project not included in the estimated professional fee(s) above:

Estimated fees are based upon our experience with previous projects. Situations and requirements vary with each project and the actual cost may be more or less than this estimate. Client will be billed monthly for accrued costs.

EXHIBIT "B"
STANDARD HOURLY RATES
Effective July 1, 2024 through June 30, 2025*

<u>Engineering</u>	<u>Hourly Rate</u>
Principal Engineer	\$250
Senior Managing Engineer	\$230
Senior Engineer	\$204
Associate Engineer	\$178
Assistant Engineer	\$156
Junior Engineer	\$134
Senior Technician	\$150
Associate Technician	\$126
Assistant Technician/Intern	\$105
<u>Surveying</u>	
Principal Surveyor	\$250
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Senior Surveyor	\$204
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Associate Technician	\$126
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One Person with GPS/ Robotic (Party Chief)	\$195
Two-Person Survey Crew	\$270
Party-Chief (Prevailing Wage)	\$220
Two-Person Survey Crew (Prevailing Wage)	\$345
<u>Planning</u>	<u>Hourly Rate</u>
Principal Planner	\$190
<u>Administrative</u>	<u>Hourly Rate</u>
Project Management	\$175
Administrative	\$100
<u>Other</u>	<u>Rate</u>
Litigation Support – Expert Witness Testimony	\$500 per hour
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 15%
Subcontractors	Cost + 15%
*Rates typically increase 4-5% per year	

Additional Work Authorization

NS#: 21-103

Page 5 of 6



City of Oroville

OFFICE OF THE MAYOR

David Pittman
Office of the Mayor

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2535 FAX (530) 538-2468
www.cityoforoville.org

September 3, 2024

Re: Letter of Support

Dear Mr. Matthew Williford,

We are writing to express the City of Oroville's strong support for the Konkow Valley Band of Maidu Indians of Butte County, California. This distinguished group, with its deep historical roots and cultural significance, has been a crucial part of California's rich heritage.

It is well-documented that members of the Konkow Tribe were forcibly relocated to the Nome Cult Farm, which is presently known as the Round Valley Indian Tribes, Round Valley Indian Reservation. This relocation, part of the broader and painful history of displacement suffered by many Native American tribes, had profound impacts on the Konkow people. Despite these hardships, the Konkow Tribe has demonstrated resilience and a steadfast commitment to preserving their cultural identity and traditions.

The Konkow Valley Band of Maidu Indians continues to play a vital role in the cultural and social fabric of Butte County. Their contributions to the community, through cultural events, education, and preservation of traditional knowledge, are invaluable. Supporting the Konkow Tribe in their efforts to reclaim and maintain their heritage is not only a matter of justice but also an enrichment of our collective cultural landscape.

We urge all relevant authorities and stakeholders to recognize and support the Konkow Valley Band of Maidu Indians in their endeavors. This includes providing necessary resources for cultural preservation, education, and economic development. By doing so, we honor the history and contributions of the Konkow people and ensure that their legacy continues to thrive for future generations. The City of Oroville recognizes the Konkow Valley Band of Maidu Indian Tribe as an autonomous, separate and distinct tribe and sovereign entity. The City of Oroville fully supports the Konkow Valley Band of Maidu Indian Tribe's efforts to obtain federal recognition and a trust relationship with the United States of America.

Thank you for your attention to this important matter.

Sincerely,

David Pittman
Mayor, City of Oroville

August 26, 2024

Page 1



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: HANNAH THOMPSON, CULTURAL FACILITIES CURATOR

RE: REQUEST TO WAIVE ADMISSION FEE FOR VARIOUS PROMOTIONAL EVENTS HELD AT THE OROVILLE MUSEUMS

DATE: SEPTEMBER 3, 2024

SUMMARY

The Council may consider a request to waive the admission fees for various promotional events to be hosted by the Oroville Docent Association at the City museums including the C.F. Lott Home, the Pioneer Museum, the Chinese Temple & Museum Complex and the Bolt's Antique Tool Museum.

DISCUSSION

There are several upcoming community events scheduled to take place at the City's museums that will benefit the community of Oroville, the general public and the museums. These specific events are an impactful tool for museums to increase visibility and visitation. Offering festive, engaging, and family friendly events at City museums brings energy and excitement to Oroville's treasured cultural institutions. Weaving the museums into the community's annual calendar and presenting new programming broadens audiences and brands city museums as vital and thriving places to gather, to learn and to be inspired. The following upcoming events will be hosted by the Docents Association:

- | | |
|-------------|-----------------------------------|
| • September | Show and Stroll (Lott House) |
| • September | Salmon Festival (All) |
| • October | Museum Trick or Treat (All) |
| • November | Pioneer Christmas (Pioneer) |
| • December | Mistletoe Party (Lott House) |
| • January | Chinese New Year (Chinese Temple) |
| • February | Museum Weekend (All) |
| • March | Antique Appraisal (Bolt) |

At this time, staff is requesting the Council to consider waiving the general admission fee of \$4.00 for adults (kids under 12 are free) for the above listed events.

FISCAL IMPACT

In determining the fiscal impact, we are only including adult admissions since kids under 12 are free. The number of adult attendants is based on approximate totals for each event:

Show and Stroll (never done before so unknown)

Salmon Festival 292 adults x \$4.00 = \$1,168

Museum Trick or Treat 1,000 adults x \$4.00 = \$4,000

Pioneer Christmas 150 adults x \$4.00 = \$600

Mistletoe Party 50 adults x \$4.00 = \$200

Chinese New Year 500 adults x \$4.00 = \$2,000

Museum Weekend 1,345 adults x \$4.00 = \$5,380

Antique Appraisal 65 adults x \$4.00 = \$260

Total adult admissions = 3,402 visitors x \$4.00 = \$ 13,608

The waiver of the admission fee of \$4.00 for the listed events will result in an approximate loss in revenue of \$13,608.

ACTION REQUESTED

Approve fee waivers at the City museums, for the events listed.

ATTACHMENTS

None.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: KAYLA REASTER, ASSISTANT CITY CLERK

**RE: APPROVAL OF AUGUST 20, 2024 CITY COUNCIL REGULAR
MEETING MINUTES**

DATE: SEPTEMBER 3, 2024

SUMMARY

The City Council shall consider approving the Regular Meeting Minutes from August 20, 2024.

DISCUSSION

None

FISCAL IMPACT

None

ACTION REQUESTED -

APPROVE THE AUGUST 20, 2024 CITY COUNCIL REGULAR MEETING MINUTES
AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Draft August 20, 2024 Regular Meeting Minutes



Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

August 20, 2024
REGULAR MEETING
MINUTES

This agenda was posted on Saturday, August 17, 2024 at 1:30PM. A video recording of this meeting can be found on our website at www.cityoforoville.org; or on our YouTube channel.

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

There were no Closed Session items this meeting.

OPEN SESSION

1. Announcement from Closed Session – None.
2. Pledge of Allegiance – Led by Council Member Webber
3. Adoption of Agenda –

Motioned by: Vice Mayor Smith

Seconded by: Council Member Thomson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: 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: Bill Speer, Linda Draper, Terri Walk

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Council Member Webber – Provided an update on when the Oroville High School Cheer Team will receive their champion ring (On August 28, 2024, 7:30PM at Oroville High School). Council Member Webber motioned for staff write a letter of support for Prop 36. Mayor Pittman seconded the motion.

Mayor Pittman – Reported that he attended the Helms Powerplant 40th Anniversary.

Council Member Thomson – Council Member Thomson motioned for staff to write a letter of support re: the stopping of rising insurance costs in our area. Council Member Webber seconded the motion.

2. Administration Reports

Brian Ring, City Administrator – Stated that Calwater is currently working to remove the fluoridation from the water that is provided to their customers. Mr. Ring will report back on this when there is an update.

Fred Mayo, Director of Public Works – Provided the Council with a Hwy 162 Project update and mentioned that Ghiradelli is doing a great job,

Ron Belser, Director of Code Enforcement – Provided the Council with a Code Enforcement Report update, including latest statistics.

CONSENT CALENDAR

Consent calendar **items 1 - 9** (not including item 8) were adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

Consent calendar Items 1-7, and 9 were adopted in the following motions:

Motioned by: Council Member Riggs Seconded by: Council Member Johnstone

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: None

1. **AUTHORIZATION TO TRANSFER THE CITY OF OROVILLE 2012 HAULMARK CARGO TRAILER #73 TO THE HOPE CENTER/CITY WORKS PROGRAM**

The Council authorized the transfer of the City of Oroville enclosed cargo trailer #73 to the Hope Center/City Works Program by approving Resolution 9305.

2. SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH JENNIFER ARBUCKLE CONSULTING

The Council approved Resolution 9306, amending the professional services agreement with Jennifer Arbuckle Consulting for grant management and SB 1383 Compliance, extending the term through Fiscal Year 2024/25 (FY 2024/25) and increasing hourly rate from \$95/hour to \$125/hour.

3. BUDGET ADJUSTMENT FOR SALARY AND WAGES FOR CODE ENFORCEMENT DEPARTMENT

The Council approved Resolution 9294, allowing a budget adjustment of \$34,486.95 in the salary and wages budget for the Code Enforcement Department for fiscal year 2024-25 to account for the advancement of Code Enforcement Technicians who have attained certifications to promote to Technician III.

4. NELSON AVE GRIND & PAVE – BUDGET ADJUSTMENT

The Council approved a supplemental budget adjustment in the amount of \$50,000 for an additional 3,000 square feet of grind and pave near the Nelson Ave. and Highway 70 off-ramp intersection.

5. AGREEMENT WITH J&C INVESTIGATIONS FOR OROVILLE POLICE DEPARTMENT BACKGROUND INVESTIGATIONS

The Council approved Resolution 9307, for an agreement with J&C Investigations for background investigations for the Oroville Police Department.

6. LETTER OF SUPPORT FOR LINCOLN STREET SENIOR APARTMENTS

The Council approved a Letter of Support to the Richman Group for the proposed Lincoln Street Senior Apartments.

7. LETTER OF SUPPORT FOR FOGG AVENUE APARTMENTS

The Council approved a Letter of Support to the Housing Authority of the County of Butte (HACB) for the proposed Fogg Avenue Apartments.

8. REQUEST FOR THE CITY TO PURCHASE A TABLE AT THE OROVILLE ECONOMIC ALLIANCE ANNUAL BBQ

The Council approved a purchase of table at the Oroville Economic Alliance Annual BBQ on Thursday, August 29 at Riffles Resort.

This item was removed from the Consent calendar and voted on immediately after the adoption of Consent Calendar.

Motioned by: Council Member Johnstone

Seconded by: Council Member Webber

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Mayor Pittman

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: Vice Mayor Smith

9. APPROVAL OF THE 08.06.2024 CITY COUNCIL REGULAR MEETING MINUTES

Item 6.

The Council approved the August 6, 2024 City Council Regular Meeting Minutes.

REGULAR BUSINESS

10. U.S. SUPREME COURT DECISION IN GRANTS PASS V. JOHNSON AND STATE OF CALIFORNIA EXECUTIVE ORDER N-1-24

This item was presented by David Ritchie, Assistant City Attorney; Bill LaGrone, Chief of Police; and Ron Belser, Director of Code Enforcement.

Staff provided a high-level factual overview of the recent U.S. Supreme Court Decision in Grants Pass. Johnson, along with the State of California’s Executive Order N-1-24. In addition, staff also provided a summary of the proactive efforts that have been implemented in the City to assist unhoused individuals in need. Council directed staff to bring this item to the Executive Committee for further discussion and direction.

11. CONSIDERATION TO MODIFY TOWER AND GROUND LEASE AGREEMENT WITH VERIZON WIRELESS

This item was presented by Paul Walker (Verizon Rep., virtual); and Brian Ring, City Administrator.

The Council directed there be no change in the agreement between the City and Verizon Wireless regarding the current Tower and Ground Lease Agreement by the following vote:

Motioned by: Council Member Riggs Seconded by: Council Member Thomson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Mayor Pittman

NOES: Vice Mayor Smith

ABSENT: Council Member Goodson

ABSTAINED: None

12. BUDGET ADJUSTMENT FOR ADDITIONAL MASTIC TO PREP FOR MYERS AND MONTGOMERY MICRO SURFACING PROJECTS

Item 6.

This item was presented by Fred Mayo, Director of Public Works.

The Council will approved a \$100,000.00 budget adjustment for mastic placement along Myers and Montgomery to prepare the road's surfaces for micro surfacing expected to occur this Fall. This was approved by the following vote:

Motioned by: Council Member Webber

Seconded by: Vice Mayor Smith

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: None

13. AGREEMENT TO PURCHASE PARCEL OF LAND AT 1859 EHMANN STREET, OROVILLE, CA 95966

This item was presented by Jess Darnell, Assistant Chief of Police.

The Council authorized the purchase parcel of property at 1859 Ehmann St., Oroville, CA (also known as parcel 012-212-080-000) to be used for parking expansion at the City of Oroville Public Safety Facility by the following vote:

Motioned by: Council Member Riggs

Seconded by: Council Member Thomson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: None

14. AUTHORIZATION TO PURCHASE EMERGENCY EQUIPMENT AND INSTALLATION OF EMERGENCY EQUIPMENT IN NEW POLICE VEHICLES

This item was presented by Jess Darnell, Assistant Chief of Police.

The Council authorized the expenditure of funds previously authorized in the FY 2024 / 2025 budget for the purchase and installation of Emergency Equipment in (5) five new Police vehicles by the following vote:

Motioned by: Council Member Johnstone **Seconded by:** Council Member Thomson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: None

15. CONTRACT FOR CONTINUED CHILD ABUSE INVESTIGATIVE SERVICES WITH THE BUTTE COUNTY DISTRICT ATTORNEY

This item was presented by Jess Darnell, Assistant Chief of Police.

The Council approved Resolution 9302, approving a new contract with the Butte County District Attorney's Office to continue investigative services for specific child abuse cases by the following vote:

Motioned by: Vice Mayor Smith **Seconded by:** Council Member Johnstone

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: None

16. AGREEMENT WITH BUTTE COUNTY FOR PARTIAL REIMBURSEMENT FOR ALLEY MAINTENANCE OF COUNTY SERVICE AREA 17 ZONE 2 ALLEYS

Item 6.

This item was presented by Ron Belser, Director of Code Enforcement.

The Council approved Resolution 9309, authorizing the execution of an agreement with the County of Butte for partial reimbursement for alley maintenance of service area 17 Zone 2 alleys by the following vote:

Motioned by: Council Member Johnstone

Seconded by: Vice Mayor Smith

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: None

17. EMPLOYMENT CONTRACT AMENDMENT WITH FRED MAYO, PUBLIC WORKS DIRECTOR

This item was presented by Brian Ring, City Administrator.

The Council adopted Resolution 9310, approving an amendment to the employment contract with Fred Mayo, Public Works Director that would advance Mr. Mayo from step F, \$158,025 annual salary to Step G, \$166,345 annual salary by the following vote:

Motioned by: Council Member Thomson Seconded by: Council Member Johnstone

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: None

18. EMPLOYMENT CONTRACT AMENDMENT WITH PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

Item 6.

This item was presented by Brian Ring, City Administrator.

The Council adopted Resolution 9311, approving an amendment to the employment contract with Patrick Piatt, Community Development Director, that would advance Mr. Piatt from Step D, \$142,619 annual salary to Step E, \$150,123 annual salary by the following vote:

Motioned by: Council Member Riggs Seconded by: Council Member Johnstone

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: None

PUBLIC HEARINGS

19. 5:15 PM - RE: GENERAL PLAN AMENDMENT GPA24-01 AND ZONING CODE AMENDMENT ZC24-01

This item was presented by Kristina Heredia, Associate Planner.

The Planning Commission conducted a public hearing and recommended to the City Council approval of Zoning Code Amendment ZC24-03 to rezone APNs 012-085-006 and 012-085-005 from Public or Quasi-Public Facilities (PQ) to Downtown Mixed Use (MXD). Includes General Plan Amendment GPA24-01 to change the land use designation from Public to Mixed Use. The agenda item was approved by the following vote:

Motioned by: Council Member Riggs Seconded by: Council Member Thomson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: None

FUTURE AGENDA ITEMS/CORRESPONDENCE

1. Future Agenda Items –

Council Member Thomson: Requested that staff provide an update on both the Liberty Pole, as well as the pole out front of City Hall. He reiterated that he'd like to make the flag pole outside of city hall as large as possible.

Council Member Webber: Requested an update on Bedrock Park in regard to what is needed during construction, etc.

Council Member Riggs: Requested an update on the Gateway Project on behalf of Council Member Goodson.

2. Correspondence – None received

ADJOURN THE MEETING

The meeting was adjourned at 7:21PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR
BILL LAGRONE, CHIEF OF POLICE
JESS DARNELL, ASSISTANT CHIEF OF POLICE

**RE: MEMORANDUM OF UNDERSTANDING WITH BUTTE COUNTY
BEHAVIORAL HEALTH FOR SOBERING CENTER PARTICIPATION
AND ASSOCIATED BUDGET ADJUSTMENT**

DATE: SEPTEMBER 3, 2024

SUMMARY

The Council will consider entering into a three-year memorandum of understanding (MOU) with Butte County, for City participation in Behavioral Health Sobering Center, located in Chico and associated budget adjustment for the use of Opioid settlement funding.

DISCUSSION

At it's February 20, 2024 regularly scheduled City Council Meeting, Scott Kennelly, Butte County Director of Behavioral Health, presented the concept of developing a Sobering Center within the County, where those who are causing local disturbances and are under the influence of drugs or alcohol, could be taken to sober up and obtain services to address substance abuse disorders (in lieu of taking these individuals to the jail). The center would be staffed twenty-four hours/day, seven days/week, including nurses, recovery specialists, clinicians and health technicians. The Center opened up on August 1, 2024.

The County, the City of Chico and the City of Oroville were awarded opioid settlement funds which must be used on specific activities/services associated substance abuse disorders and drug addiction. Currently the City is using these resources to help fund a Housing Navigator position staffed by the County to assist the vulnerable populations within the City that are impacted by substance abuse. The City recently received additional settlement funds totaling approximately \$265,000 for this fiscal year, and now is anticipated to receive over \$120,000 annually for the next three years. Staff feel providing some funding to the Sobering Center is an appropriate way to use these dollars, providing necessary resources to those in need who are suffering from substance abuse addictions.

FISCAL IMPACT

\$50,000 from the recent opioid settlement funds for fiscal years 2024/25, 2025/26 and 2026/27.

RECOMMENDATION

Approve memorandum of understanding with Butte County for participation in Butte County Sobering Center and authorize the Mayor to sign; and
Approve associated budget adjustment (requires 5/7 vote).

ATTACHMENTS

Presentation from February 20, 2024;
Memorandum of Understanding; and
Anticipated settlement funds through Fiscal Year 2038/39.

Opioid Settlement Fund Disbursement / Sobering Center Services
Memorandum of Understanding
Between
City of Oroville
And
County of Butte

This Memorandum of understanding (MOU) is made and entered into by and between City of Oroville, hereinafter referred to as CITY, and the County of Butte, a political subdivision of the State of California through its Department of Behavioral Health, hereinafter referred to as COUNTY. CITY and COUNTY may be collectively referred to as "PARTIES". This MOU is entered into on September 3, 2024 and shall expire on June 30, 2027.

The purpose of this Agreement is to facilitate a funding contribution from CITY's Opioid Settlement Funds as administered by the State Department of Health Care Services (DHCS) to COUNTY for the purposes of opening and operating a Sobering Center (Center) within the County of Butte. COUNTY will utilize funding strictly towards the cost of COUNTY's Sobering Center Contract with Horizon Services, Inc., (HSI)

Sobering care services reduce potential relative harm and aid in the recovery from the effects of acute intoxication. By treating clients in this setting, both the criminal justice system and the emergency medical system are relieved by diverting intoxicated adults from jail and emergency departments respectively.

AGREEMENT

Now, therefore, in consideration of the mutual covenants and conditions hereinafter set forth, CITY and COUNTY agree as follows:

1. COMPENSATION: CITY shall pay COUNTY an amount of the City's Opioid Settlement funds not to exceed FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000) per fiscal year (provided a minimum of \$50,000 is received), for a total not to exceed amount of ONE HUNDRED FIFTY THOUSAND AND ZERO CENTS (\$150,000) to assist in the funding of the Sobering Center. Annual payments shall be scheduled to arrive within thirty (30) days of CITY's receipt of opioid settlement funds for the applicable fiscal year and upon the receipt of an invoice from COUNTY.

2. SCOPE OF WORK:

- A. COUNTY shall contract with HSI to create, operate and provide a low-barrier and accessible Sobering Center facility located at 560 Cohasset Road, Suite 180 in Chico, CA.
- B. Sobering Center shall provide short term care (<24 hours) to facilitate sobering of adults with acute intoxication who do not need hospital-based care.
- C. Operate 24 hours per day, seven days a week with stay lengths ranging from four to just under 24 hours.

- D. Offer a safe and secure environment for patients to wait for the effects of alcohol and drug intoxication to wane in a monitored setting.
- E. Sobering center shall operate with a minimum of two or more trained personnel staff at all times specializing in Substance Use Disorders, Medical Assessments, and/or Behavioral Health.
- F. Sobering Center staff shall be trained to recognize the inherent possibility for persons admitted to have a history of medical issues and/or complications connected to intoxication, substance use, or behavioral health.
- G. Sobering Center staff shall be trained in Crisis Intervention, CPI (Crisis Prevention Interventions), Cultural Competency, First Aid/CPR, and Naloxone delivery.
- H. Sobering Center shall have policies and procedures to identify individuals with emergent physical health conditions and arrange transfer to more appropriate levels of care as needed.
- I. Sobering Center services shall:
 - 1. Accept client referrals from:
 - a. County Agencies
 - b. Law enforcement
 - c. Emergency Rooms
 - d. Self-Referrals
 - e. Community based organizations
 - 2. Provide services to:
 - a. Persons with acute intoxication whose public alcohol or drug use puts themselves or others at risk.
 - b. Persons who are non-violent
 - c. Persons who are 18 years and above
 - d. Persons who while intoxicated who remain conscious, cooperative, able to walk and free from medical distress.
 - e. All persons eligible for treatment regardless of insurance or payor status
 - 3. Assess client condition through;
 - a. Triage to assess the individual's immediate medical and safety needs
 - b. Substance use screening to determine the types of substances involved
 - c. Medical assessment to identify any health issues or medical conditions
 - d. Mental health assessment to determine mental health status
 - e. Social assessment to identify any social determinants of health that may impact substance use and recovery.
 - 4. Monitor and re-assess all individuals by:
 - a. Vitals assessment at admission and variable thereafter as directed by Medical Director and informed by client acuity
 - b. Engagement in 30-minute observations rounds starting at admission with frequency to potentially increase if directed by Medical Director and informed by client acuity
 - c. Observation compliant with DHCS licensing requirements for level 3.2 Withdrawal Management programs for maximum safety.
 - 5. Provide necessary treatment including;
 - a. Basic first aid

- b. Basic over-the-counter patient-self-administering medication as per Medical Director Policies
 - c. Hydration Supplements
 - d. De-escalation
 - e. Harm reduction interventions such as naloxone and hygiene
- 6. Follow emergency procedures;
 - a. Seek necessary emergency medical and mental health assistance by calling 911 under the following conditions and should only be conducted during contact with the emergency 911 dispatcher:
 - i. Those requiring CPR
 - ii. Those requiring Naloxone
 - iii. Those requiring any other life saving measures
- 7. Have a referral process that is simple, requires minimal paperwork, and has clear eligibility requirement.
- 8. Provide an individualized client care plan developed in collaboration with client which may include future care recommendations relative to physical, behavioral, and substance use health.
- 9. Provide temporary beds, rehydration, food service, wound and dressing changes, shower and laundry facilities.
- 10. Be in accordance with all Federal, State, and County codes, regulations and guidelines governing Sobering Center Operations.
- 11. Adhere to all County policies relative to service delivery to County Clients regardless of insurance or payor source.
- j. COUNTY shall provide the CITY with:
 - 1. Quarterly Reports within 45 days of the quarter ending month. Quarters shall run on a fiscal year of July 1 through June 30.
 - 2. Reports shall contain overall data and data subsets by client's city of residence.
 - 3. Census Report
 - 4. Outcomes Report to include;
 - a. Type of toxicity
 - b. Length of stay
 - c. Incidents requiring medical services
 - d. Incidents requiring intervention from Mobile Crisis Response Team
 - e. Incidents requiring violence intervention
 - f. Incidents requiring transfer to hospital
 - g. Incidents requiring transfer to jail
 - h. Number of clients entering into substance use recovery treatment services
 - i. Number of clients entering into mental health treatment services
 - j. Number of clients entering into other support services; i.e., housing, medical services, et-al
 - k. Unusual Occurrence Report
 - l. County shall meet with CITY quarterly for performance review.

3. TERMINATION: This MOU may be terminated by either Party upon giving thirty (30) days advance written notice of intention to terminate. This MOU may be cancelled immediately by either party upon written mutual consent.

4. CONFIDENTIALITY: Parties shall maintain the confidentiality of all records and information, including, but not limited to COUNTY records, client records and information to the extent required by 42USC 1320D et seq.; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, (Public Law 111-5, Title XIII); and 42CFR Part 2 to comply with the applicable requirements of the law(s), including any subsequent amendments thereto relating to protected health information and in accordance with W&I Sections 5328 through 5330, inclusive; Section 14100.2 of the W&I Code and Title 42 CFR Section 431.300 et seq. regarding the confidentiality of beneficiary information, and all other County, State, and Federal laws, ordinance, rules, regulations, manuals, guidelines, and directives relating to privacy/security, whichever to most restrictive.

5. INDEMNIFICATION: Both Parties agree to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, employees to the full extent required by law.

6. NON-DISCRIMINATION: During the performance of this MOU, the Parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable Federal, State, and Local statutes and regulations.

7. PUBLIC RECORDS ACT: Parties are aware that this MOU and any documents related only to this MOU may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of both parties to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the parties agree with that designation, such information shall be held in confidence whenever possible. All other information shall be considered public.

8. RELATIONSHIP OF PARTIES: It is understood that this is a MOU by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

9. ENTIRE AGREEMENT AND MODIFICATION: This MOU contains the entire agreement of the Parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both Parties. If there are attachments attached hereto, and a conflict exists between the terms of this MOU and any attachment, the terms of this MOU shall control.

10. DISPUTE: Parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

11. CONTROLLING LAW: The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

NOTICE: Any and all notices, reports, or other communications to be given to CITY or COUNTY shall be given to the persons representing the respective Parties at the following addresses:

CITY:

Brian Ring
City Administrator, City of Oroville
1735 Montgomery Street, Oroville, CA 95965
530.538.2433 / bring@cityoforoville.org

COUNTY:

Ina Ward – Supervisor Administrative Analyst, Contracts
Butte County Behavioral Health
3217 Cohasset Road, Chico, CA 95973
530.552.4581 / iward@buttecounty.net

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year first above written.

CITY OF OROVILLE:

David Pittman, Mayor
City of Oroville

Date

Scott Huber, City Attorney
City of Oroville

Date

COUNTY OF BUTTE:

Scott Kennelly, LCSW, Director
Butte County Behavioral Health

Date

Approved for Contract Review and Compliance:

Butte County General Services, Contracts Division

Date

Approved as to Form:

Brad J. Stephens
Butte County Counsel

Date

Sarah MacArthur
Assistant Deputy Director, Butte County General Services

Date

Butte County Behavioral Health Sobering Center



Opioid Settlement



- Nationwide Settlements from the three largest pharmaceutical distributors and manufacturers
- Payments paid over 18 years
- The state requires 50% of the funds to be spent on one or more High Impact Areas
- Remaining funds to be spent across abatement categories developed by the state

High Impact Abatement Strategies



HIGH IMPACT ABATEMENT STRATEGIES (50% MANDATORY)

1	Substance Use Disorder (SUD) facilities within the Behavioral Health Continuum Infrastructure Program
2	New or expansion of existing SUD treatment infrastructure
3	Communities of color and vulnerable populations disproportionately impacted by SUD
4	Diversion of people with SUD from the justice system into treatment
5	Interventions for prevention of drug addiction in vulnerable youth

Core Abatement Strategies



CORE ABATEMENT STRATEGIES (SCHEDULE A-PRIORITY)	
A	Naloxone or other FDA-approved drugs to reverse opioid overdoses
B	Medication-Assisted Treatment (MAT)
C	Pregnant and postpartum women
D	Expanding treatment for Neonatal Abstinence Syndrome
E	Expansion of warm hand-off programs and recovery services
F	Treatment of incarcerated populations
G	Prevention programs
H	Expanding syringe service programs
I	Evidence-based data collection and research analyzing the effectiveness of the state abatement strategies

Sobering Center



- Open 24/7
- Staffed include nurses, recovery specialists, clinicians, and health technicians.
- Helps to break the cycle of incarceration and/or hospitalization.
- Reduced cost to law enforcement and emergency services.
- Opportunity to engage addicts at critical moment and to connect to treatment onsite.

Sobering Center



- Horizon Treatment Services was awarded the RFP for a 12 bed Sobering Center in Chico.
- Annual cost is \$2,000,000 a year to operate countywide.
- Butte County Opioid Settlement funds available for Sobering Center per year \$ 1,535,000
- Estimated annual Medi-Cal revenue \$150,000 to start.
- Remaining unfunded amount \$315,000

Sobering Center



- City of Oroville allocation is approximately \$45,000-\$50,000
- City of Chico allocation is approximately \$115,000-\$120,000

Request



- City to use opioid settlement funds to assist with Sobering Center
- Remaining funds to come from Sheriff jail MAT Opioid funding.
- 5 year contract with option to extend

	2022	2023	2024	2025	2026
Distributor	\$88,641.99	\$38,276.08	\$69,915.33	\$48,412.76	\$48,853.08
Janssen	\$0.00	\$27,007.44	\$42,317.15	\$46,822.54	\$8,549.29
Teva			\$28,906.33	\$14,229.51	\$14,229.51
Allegan			\$31,782.57	\$15,624.97	\$15,624.97
CVS			\$32,946.51	\$28,933.33	\$28,933.33
Walgreens			\$35,969.75	\$14,302.10	\$14,302.10
Walmart			\$136,006.76	\$5,484.14	\$1,096.83
	\$88,641.99	\$65,283.52	\$377,844.40	\$173,809.35	\$131,589.11

2027	2028	2029	2030	2031	2032
\$40,115.59	\$59,738.98	\$59,738.98	\$59,738.98	\$50,286.83	\$50,286.83
\$8,549.29	\$8,549.29	\$10,854.63	\$10,854.63	\$10,854.63	
\$14,229.51	\$14,229.51	\$14,229.51	\$14,229.51	\$14,229.51	\$14,229.51
\$15,624.97	\$15,624.97	\$15,624.97			
\$28,933.33	\$29,010.80	\$27,565.28	\$26,119.76	\$26,096.82	\$26,096.82
\$14,302.10	\$14,302.10	\$14,302.10	\$21,667.65	\$21,667.65	\$21,667.65
\$1,096.83	\$1,096.83				
\$122,851.62	\$142,552.48	\$142,315.47	\$132,610.53	\$123,135.44	\$112,280.81

2033	2034	2035	2036	2037	2038
\$50,286.83	\$50,286.83	\$50,286.83	\$50,286.83	\$50,286.83	\$50,286.83
\$14,229.51	\$14,229.51	\$14,229.51			
\$21,667.65	\$21,667.65	\$21,667.65	\$21,667.65	\$21,667.65	
\$86,183.99	\$86,183.99	\$86,183.99	\$71,954.48	\$71,954.48	\$50,286.83

Total

\$915,726.41

\$174,358.89

\$185,430.94

\$109,907.42

\$254,635.98

\$280,821.45

\$144,781.39



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

**FROM: BRIAN RING, CITY ADMINISTRATION
BILL LAGRONE, POLICE CHIEF/DIRECTOR OF EMERGENCY SERVICES
CHRIS TENNS, FIRE CHIEF
PAT PIATT, COMMUNITY DEVELOPMENT DIRECTOR
DAVE RITCHIE, ASSISTANT CITY ATTORNEY**

RE: DISCUSSION OF THE SALE AND USE OF FIREWORKS WITHIN THE CITY

DATE: SEPTEMBER 3, 2024

SUMMARY

Discuss current and future sale and use of fireworks within the City limits.

DISCUSSION

California Health and Safety Code 12599 allows for the sale of fireworks between 12:00 pm on June 28 through 12:00 pm on July 6 and prohibits the sale of fireworks at any other time within the State of California. Oroville Municipal Code 15.060.030 Section 319.2 regulates the sale and use of fireworks within the City of Oroville and limits the days and hours of sale from 12:00 pm June 28 through 12:00 am on the 4th day of July. Neither the State Health and Safety Code nor the Oroville Municipal Code provides regulation on when the fireworks may be utilized.

Wildfires have increasingly become a significant concern for all northern state communities and measures to prevent fires from occurring has increased in importance. One activity of noted concern over the past few years has been the sale and use of fireworks during high fire season as occurs each year on the 4th of July. Weather conditions (extreme heat, low humidity and high winds) and other fire activity throughout the State have been increasingly problematic, especially during July.

This last July the City and County encountered numerous fires, with the Thompson fire being the largest threat to the City. Due to the extreme weather conditions and fire activity throughout the State, the Director of Emergency Services issued an emergency declaration along with a temporary ban on the use of all fireworks within the City limits. These actions were ratified by the City Council during a Special Council Meeting held on July 9, 2024. During that meeting, the Council requested that staff agendaize a discussion on the future sale and use of fireworks within the City limits.

FISCAL IMPACT

None

ACTION REQUESTED -

Provide direction to staff on any changes the Council may wish to implement with regard to the sale and use of fireworks within the City limits.

ATTACHMENTS

1. Oroville Municipal Code Section 15.060.30

ORDINANCE NO. 1879

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE
AMENDING CHAPTER 15.60 TO TITLE 15 OF THE MUNICIPAL CODE, TO
REINSTATE SECTION 15.60.030 OF THE FIRE CODE

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

SECTION 1: Chapter 15.60.030 is added to amend Title 15 of the City of Oroville municipal code, to read:

Chapter 15.60.030 Amendments to the California Fire Code.

Sections:

15.60.010 Purpose

15.60.020 Adoption of California Fire Code

15.98.030 Amendments to the California Fire Code

15.98.040 Express Findings

Section 15.60.030 Purpose

15.60.030 Amendments to the California Fire Code

Section 105.3.3. No final inspection by the building official as to all or any portion of a development shall be deemed complete, and no certificate of occupancy or temporary certificate of occupancy shall be issued unless and until the installation of the prescribed fire protection facilities and access ways have been completed and approved by the Fire Chief, or the Chief's designee.

B. Section 105.8 is added to read as follows:

Section 105.8. Fees and Special Requirements. The fees for the permits and other services shall be as established by resolution of the Oroville City Council. The fee shall be set to cover the cost of the Fire Department to review and inspect the intended activities, operations or functions. The fees must be paid to the City of Oroville prior to engaging in the listed activities, operations or functions.

C. Section 302 is amended by adding the following definition:

Fireworks. Any composition or device for the purpose of producing a visible or audible effect for entertainment purposes by combustion, deflagration, detonation or any fireworks including "safe and sane" as defined by Section 12529 of the State of California [Health and Safety Code](#). D. Section 315.1 is amended by adding the following exception to read as follows:

Section 315.1 General. Storage, use, and handling of miscellaneous combustible materials shall be in accordance with this section. A permit shall be obtained in accordance with Section 105.6.

Exception: Storage of combustible materials other than motorized vehicles or vessels shall not be permitted in a public parking garage or in a garage or carport serving a Group R, I Occupancy, unless the method of storage is approved by the Fire Code Official. E. Sections 319.1 through 319.7 are added to read as follows:

Section 319.1 General. The manufacture of all fireworks, as defined in Section 302, is prohibited.

Section 319.2 Safe & Sane Fireworks, Permit to Sell. It shall be unlawful for any person to sell fireworks within the City without having first applied for and received a permit to sell safe and sane fireworks issued by the City Fire Department.

Section 319.2.1 Prerequisites to issuance of Permit. No permit to sell safe & sane fireworks shall be issued to any applicant unless:

1. He/She has first obtained a permit from the state fire marshal, and
2. He/She has first obtained a business license from the City.

Section 319.2.2 Permit and clean-up fee. The permit fee for the sale of safe & sane fireworks within the City shall be established by resolution of the City Council, payable to the City at the Office of the City Clerk. In addition to the permit fee, each location shall pay a clean-up fee established by resolution of the City Council, which shall be used to defray the cost of cleaning up and disposing of expended fireworks in the City.

Section 319.2.3 Application for permit. Application for a permit to sell safe & sane fireworks shall be made in writing to the Fire Department on or prior to the second Tuesday in March of each year, setting forth the proposed location, and accompanied by a statement that if a permit is issued to the applicant, the applicant shall at the time of receipt of such permit deliver to the City Clerk a Certificate of Insurance showing the existence of a \$1 million public liability insurance policy naming the City as an additional insured.

Section 319.2.3.1 Qualifications. No permit to sell safe & sane fireworks shall be issued except as follows:

1. To a holder of a regular business license whose principal place of business is located within the City.
2. To a nonprofit association or corporation primarily for veteran, patriotic, welfare, civic betterment, charitable youth purposes, and each such organization must have its principal and permanent meeting place within the City and must have been organized and established in the City for a minimum of one year continuously preceding the filing of the application for permit and must have a bona fide membership of at least 20 members.
3. Applicants returning from the previous year may have first priority in the application process.

Section 319.2.3.2 Notification. Applicants for any such permit shall be notified by the Fire Chief, or the Fire Chief's designee, as to the granting or rejection of application for permit on or prior to the first Monday in May of each calendar year.

Section 319.3 Operators of fireworks stands. Operators of fireworks stands shall be subject to the following provisions:

1. No person other than the permittee organization shall operate the stand for which the permit is issued, or share or otherwise participate in the profits of the operation of such stand.
2. No person other than the individuals, who are members of the permittee organization, or the wives or husbands or adult children of such members, shall sell or otherwise participate in the sale of fireworks at such stand.

Section 319.4 Temporary fireworks stands. Temporary fireworks stands shall be subject to the following provisions:

1. No fireworks stand shall be located within 75 feet of any existing building or within 100 feet of any gas station.

2. Fireworks stands need not comply with the provisions of the building code of the City, provided, however, that all stands be erected under the supervision of the building inspector who shall require that stands be constructed in a manner which will reasonably insure the safety of attendants and patrons.

3. No stand shall have a floor area in excess of 200 square feet.

4. Each stand in excess of 20 feet in length must have at least two exits, and each stand in excess of 40 feet in length must have at least three exits spaced approximately equidistant apart, provided, however, that in no case shall the distance between exits exceed 24 feet.

Section 319.5 General requirements for permittees. Permittees shall meet the following general requirements:

1. Each stand shall be provided with two water-type fire extinguishers, each having a two and one-half gallon capacity, being in good working order and easily accessible for use in case of fire.

2. All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least 20 feet surrounding the stand.

3. "No Smoking" signs shall be prominently displayed on the fireworks stand or wherever fireworks are for sale.

4. Each stand must have an adult in attendance and in charge thereof when the stand is being used for the sale or dispensing of fireworks.

5. The sale of fireworks shall not begin before 12:00 noon on the 28th day of June and shall not continue after 12:00 midnight on the 4th day of July.

6. All unsold stock and accompanying litter shall be removed from the City by 12:00 noon on the 10th of July. Proof of removal must be furnished to the City's Fire Department.

7. The fireworks stand shall be removed from the temporary location by 12:00 noon on the 10th day of July, and all accompanying litter shall be cleared from such location by such time and date.

Section 319.6 Number of permits. The maximum number of permits issued pursuant to this chapter during any one calendar year shall not exceed one license for each 1,500 residents of the City. In determining the City population for the purposes of this section, the most recent census calculations shall be used.

Section 319.7 Seizure. The Fire Chief or the Fire Chief's designee shall seize, remove, or cause to be removed at the expense of the owner all stocks of illegal fireworks offered or exposed for sale, stored, discharged or held in violation of this Code.

F. Section 503.2.1 is deleted and replaced to read as follows:

Section 503.2.1 Dimensions. Fire Apparatus access drives shall have an unobstructed width of not less than the following dimensions (including two 2' shoulders):

Residential	Width
One-way access drive:	
1—2 Units	16 feet (12 feet paved)
Two-way access drives:	
3—10 Units	20 feet (16 feet paved)
11—60 Units	25 feet (21 feet paved)

Over 60 Units	30 feet (26 feet paved)
---------------	-------------------------

Nonresidential	Width
One-way access drive:	16 feet (fully paved)
Two-way access drive:	25 feet (fully paved)

The minimum unobstructed vertical clearance shall be 14 feet at all points across the required width of the access drive. Vertical clearance may be increased as determined necessary by the Fire Chief or the Chief's designee.

G. Section 503.2.7 is deleted and replaced to read as follows:

Section 503.2.7 Grade. The gradient for a fire apparatus access road shall not exceed a grade of 16%, except that one run of the one hundred (100) feet or less in length may be at 18% grade upon approval of the Fire Chief.

H. Section 503.3 is amended by adding Section 503.3.1 to read as follows:

Section 503.3.1 Fire Lane Designation. Designation of fire lanes shall be by one of the following means:

1. By a white sign measuring at least 12 inches by 18 inches (12" x 18") posted immediately adjacent thereto and clearly visible. It should clearly state, in red letters not less than one inch (1") in height, that the space is a fire lane and parking is prohibited.

2. By outlining and hash marking the area in contrasting colors clearly marking it with the words "Fire Lane - No Parking."

3. By identifying the space with a red curb upon which the words "Fire Lane - No Parking" are stenciled every 15 feet.

- A. Both sides of fire lanes shall be red curbed when the fire lane is twenty (20) to twenty-eight (28) feet in width.

- B. At least one side of a fire lane shall be red curbed and stenciled when the fire lane is over twenty-eight (28) and up to thirty-six (36) feet in width.

- C. Curbs need not be painted red nor stenciled when the fire lane is more than thirty-six (36) feet in width.

I. Section 505.1 is deleted and replaced to read as follows: Section 505.1 Address numbers. New and existing buildings shall have approved address numbers, building numbers, or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Said numbers shall be either internally or externally illuminated in all new construction. Numbers shall be as follows:

1. Minimum of one-half-inch (1/2") stroke by two and one-half inches (2-1/2") high.

2. When the structure is thirty-six (36) to fifty (50) feet from the street or fire department access, a minimum of one-half inch (1/2") stroke by six inches (6") high is required.

3. When the structure is more than fifty (50) feet from the street or fire apparatus access, a minimum of one-half inch (1/2") stroke by nine inches (9") high is required.

4. Where multiple addresses are required at a single driveway, they shall be mounted on a single post, and additional signs shall be located at locations where driveways divide.

5. Where a roadway provides access to solely a single commercial or industrial business, the address sign shall be placed at the nearest road intersection providing access to that site.

J. Sections 505.1.1 and 505.1.2 are added to read as follows:

Section 505.1.1 Multi-Tenant Buildings. Numbers or letters shall be designated on all occupancies within a building. Size shall be one-quarter-inch (1/4") stroke by two inches (2") high and on a contrasting background. Directional address numbers or letters shall be provided. Said addresses or numbers shall be posted at a height no greater than 5 feet, 6 inches (5' 6") above the finished floor and shall be either internally or externally illuminated in all new construction.

Section 505.1.2 Rear Addressing. Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the fire apparatus road at the back of a property or where rear parking lots or alleys provide an acceptable vehicular access. Number stroke and size shall comply with Section 505.1.

K. Section 506.1 is deleted and replaced to read as follows:

Section 506.1 Where Required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or firefighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain contents as established in Section 506.1.1.1.

L. Sections 506.1.1.1 and 506.1.1.2 are added to read as follows: Section 506.1.1.1 Key box contents requirements. The key provided shall be a master key to all spaces including multi-tenant spaces. Additional keys shall be included for elevator control, fire alarm control panels, and fire sprinkler control valve access. In addition, when required by the Chief, a current copy of the Hazardous Materials Inventory Statement (HMIS) shall be kept within the key box. EXCEPTION: Multi-tenant spaces which provide a key box for each tenant and installed per Section 506.1. Electronic card keys and codes may not be utilized as a substitute for manual keys.

EXCEPTION: When electronic locks release upon loss of electrical power, a manual key need not be provided.

Section 506.1.1.2 Installation Location. When key boxes are required by the Fire Chief, such boxes shall be mounted at 72 inches above finished floor within five feet of the latching side of the main entrance to a structure or facility. In addition, a decal shall be provided and installed adjacent to the key lock/latching device.

M. Section 506.2.1 is added to read as follows: Section 506.2.1 Hazardous Materials Inventory Statements (HMIS). The operator of the building shall update and maintain HMIS as required by the Fire Code Official. N. Section 509.1.1 is added to read as follows: Section 509.1.1. Utility Identification. In multi-unit commercial and residential buildings, gas and electric meters, service switches and shut-off valves shall be clearly and legible marked to identify the unit or space that it serves.

O. Section 903.3.1.4 is added to read as follows: Section 903.3.1.4 Inspectors Test Valves. Inspector Test Valves shall be provided for each system and located the furthest point away from the sprinkler riser.

P. Section 5003.6.1 is added to read as follows:

Section 5003.6.1 Requirements. Two NFPA 704 diamonds shall be placed on buildings so that they are clearly visible from at least two directions of travel.

1. The signs shall be at least fifteen inches by fifteen inches (15" x 15"). The signs shall not be placed on windows.
2. When NFPA 704 diamonds are required for the interior doors, the signs shall be applied to the doors at a level no higher than the doorknob. The signs for the interior doors shall be at least six inches by six inches (6" x 6").
3. The Fire Code Official may require fewer or more NFPA diamonds if the building configuration or size make it reasonably necessary.

Q. Section A101.1 is amended by adding the following:

Section A101.1.1 Application. The application for appeal shall be filed on a form obtained from the City building official within 20 days after the notice was served. A filing fee, as established by resolution of the City Council, shall be submitted at the time of filing. (Ord. 1802 § 2, 2013)

15.60.040 Express findings.

As required by Health and Safety Code Sections 17958.7, 18941.5(c) and 18942, the city council hereby expressly finds that amendments to the codes adopted by this chapter and as described in this section are necessary for the protection of the public health, safety and welfare, due to the local climatic, geological or topographical conditions.

- A. Express Finding Number 1—Climatic.** Climate is one of the greatest impacts to fire behavior and other major emergency events because it cannot be controlled. The drying out of wood shakes and wild land fuels in the summer months allows for easy ignition. The combustible weeds on vacant urban lots coupled with windy conditions are a recipe for disaster. The Greater Oroville region has extreme variations in weather patterns. Summers are arid and warm; winters are cool to freezing but void of significant snowfall. Fall and spring can bring any combination of weather pattern together. The doubling of average rainfall called an "El Nino" event has occurred from time to time and does cause the grass to mature and grow in excess of 6 feet high before it dries out. Ten square feet of this type of fuel is equivalent to the explosive force of one gallon of gasoline. Average yearly rainfall for the city is approximately 27 inches. This rainfall normally occurs from October to April. Low level fog (tulle-fog) is present throughout the winter months, which brings visibility to almost zero feet. The fog delays emergency responders. The fog can also cause freezing and slick roadways. During the summer months there is generally no measurable precipitation. Temperatures for this dry period range from 70 to 112 degrees F and are frequently accompanied by light to gusty Delta winds. The relative humidity during the summer months range from 2 to 30 mm Hg, which is classified as arid.

B. Express Finding Number 2—Geological.

The City of Oroville is subject to ground tremors from seismic events as the city is located in Design Category C, which relates to a high risk of earthquakes. Gas appliances located in attics or garages must be adequately braced and protected from damage from moving objects. Large portions of the city have poor soil conditions. Additionally, the very low elevations are subject to a very high-water table.

C. Express Finding Number 3—Topographical.

The city features include open space, drainage canals, components of the Oroville Dam and its water handling systems, highways, and railroad tracks. Traffic has to be channeled around several of these topographical features and limitations which create traffic congestion and delays in emergency response. These features are located between the Fire Station located within the city and our Automatic Aid partners CalFire and El Medio. Heavy traffic congestion on the city streets already acts as a barrier to timely response for fire and emergency vehicles. In the event of an accident or other emergency at

one of the key points of intersection between a road and freeway, sections of the city could be isolated or response times could be sufficiently slowed so as to increase the risk of injury or damage. (Ord. 1802 § 2, 2013)

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 16th day of April 2024, and by vote of the Council members present, further reading was waived.

The forgoing ordinance was duly passed and adopted by the City Council of the City of Oroville at a regular meeting thereof, this 7th day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:


Kayla Reaster, Assistant City Clerk

APPROVED:


David Pittman, Mayor

APPROVED AS TO FORM:



Scott Huber, City Attorney



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: FRED MAYO, DIRECTOR OF PUBLIC WORKS

RE: ORO DAM CRUISERS DRIVE-IN MOVIE NIGHT AT THE OROVILLE AIRPORT

DATE: SEPTEMBER 3, 2024

SUMMARY

The City Council shall consider authorizing an event with the Oro Dam Cruisers for a Drive-In Movie Night at the Oroville Airport on Saturday, October 12, 2024.

DISCUSSION

The Oro Dam Cruisers (“Cruisers”) have made a request to hold a “Drive-In Movie Night” event at the Oroville Municipal Airport. The Cruisers held a similar event last year at the Chico Regional Airport, and felt it was a great success. This year, they are planning on another event in Chico and wish to also include an event at Oroville. The proposed event would take place at the Oroville Airport on the southern tarmac, located off Airport Parkway. Setup would commence at approximately 2:00 pm, gates opening at 5:30pm, show starting at 7:00pm, followed by teardown and clean-up which would begin at the conclusion of the event around 9:00 pm. The grass area would accommodate 1-2 food trucks. Alcoholic beverages would not be allowed at this event. Restroom facilities would be situated near the food truck area. Volunteers from the Oro Dam Cruisers, Chico Vintage Chevrolet Club, and the Experimental Aircraft Association would be responsible for managing the perimeter of the event.

Oroville Airport Fixed Base Operator, JennCo. Aviation, is considering having a fly in on this day as well.

FISCAL IMPACT

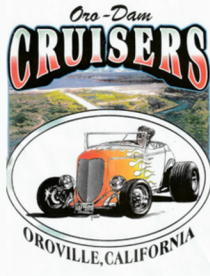
None

ACTION REQUESTED -

Authorize the Drive-In Movie Night event with the Oro Dam Cruisers to be held on Saturday, October 12, 2024.

ATTACHMENTS

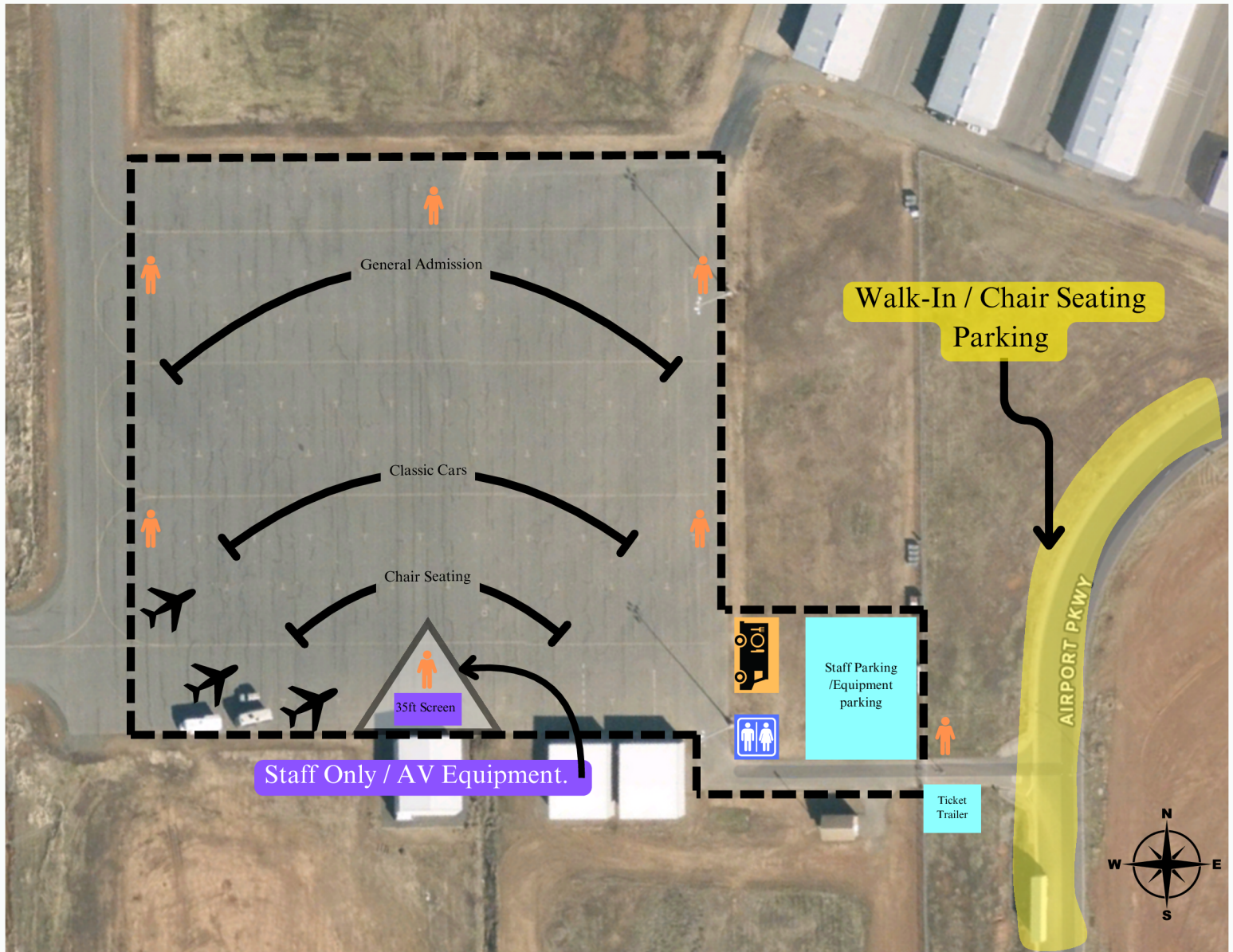
Oroville Drive-In Movie Flyer



Oroville Airport Drive-In Movie Night

October 12, 2024

Item 9.



Legend

-  Movie Screen
-  Food Truck(s)
-  Restrooms
-  Event Boundaries
-  Display Planes
-  Volunteers/Staff

Preliminary Itinerary

Event Setup at 2 pm
Gates Open at 5:30 pm
Showing Starts at 7 pm
Showing Ends around 9 pm
Clean-up Crew 9-11 pm

Projected Attendance

Chair Seating ~ 110
Classic Cars ~ 50
General Admission ~ 90
Event Total ~250
Based upon 2023 data
Volunteer/Staff ~15

ORO DAM CRUISERS EVENT SAFETY PLAN

**Drive-In Movie Night – Oroville Airport
Saturday, October 12th 2024**

The event will take place for one day at Oroville Airport on the southern tarmac, located off Airport Parkway. Setup will commence at approximately 2:00 pm, followed by teardown and clean-up, scheduled to begin around 10:00 pm, depending on the conclusion of the show. The grass area will accommodate 1-2 food trucks; for exact locations, please refer to the layout map. Alcoholic beverages will not be allowed at this event. Restroom facilities are situated near the food truck area. Managing the event's parameters and security will be volunteers from the Oro Dam Cruisers, Chico Vintage Chevrolet Club, and the EAA.

Site address: Oroville Municipal Airport - Airport Pkwy, Oroville, CA 95965 United States

Staff and volunteers of Oro Dam Cruisers are to park in the designated area. Only paid entrants will be permitted to park on the tarmac. Those arriving on foot are required to self-park on Airport Parkway.

The Oro Dam Cruisers estimates the crowd at 250.

Audience Profile - mixed ages predominantly families.

Special Event Insurance required - The City of Oroville and any other entities will be named on the additional insured.

Organiser – Oro Dam Cruisers - Sara Noland – (530) 801-1690

Oro Dam Cruiser President - Josh McQuarrie can be contacted at (530) 990-1722

ORO DAM CRUISERS EMERGENCY CONTACT – Sara Noland - (530) 801-1690

A Medical First Aid Kit will be available at the Oro Dam Cruisers Coca-Cola Trailer to address minor cuts or injuries. In the event of a more severe medical situation, emergency services will be contacted by dialing 911.

The Oro Dam Cruisers have been organizing a drive-in movie night in Chico & Oroville since 2022. During the 2023 event at the Chico Air Museum, an active tarmac situation arose due to a nearby wildfire, necessitating the deployment of a Cal-Fire helicopter. Consequently, the event was temporarily paused until the aircraft departed. Our team collaborated closely with the Chico airport staff to promptly clear the tarmac and manage the crowd. The Oro Dam Cruisers possess extensive experience and expertise in effectively managing emergency situations and demonstrating the ability to swiftly adapt to ensure the safety of the general public and the venue.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: JESS DARNELL, ASSISTANT CHIEF OF POLICE

**RE: OROVILLE POLICE DEPARTMENT PUBLIC INFORMATION
OFFICER POSITION**

DATE: SEPTEMBER 03, 2024

SUMMARY

The Council will consider the addition of a Public Information Officer (PIO) position within the Oroville Police Department. The addition of the PIO position would greatly assist the Oroville Police Department in communicating with the Oroville community.

DISCUSSION

The Oroville Police Department would benefit from a Public Information Officer (PIO) to enhance communication between the department and the community. A PIO ensures transparency, quickly disseminating accurate information during emergencies, public safety concerns, or community events. This role fosters trust, combats misinformation, and strengthens the department's relationship with residents. Additionally, a PIO can manage media relations, provide timely updates, and handle public inquiries, ensuring the department's actions and policies are clearly understood. By having a dedicated PIO, the Oroville Police Department can better serve its community and maintain public confidence.

The Oroville Police Department currently does not have a PIO. The duties of the Public Information Officer are currently handled by an Administrative Assistant. The necessity to share information in a format that is easily digestible to our community is imperative. These skills are specialized and cannot be accomplished adequately on a part time basis. The information provided by a PIO not only includes criminal / emergency updates, but also information related to recruiting and retention activities, OPD involvement in community activities, various other activities within the department that are not commonly known.

Additionally, the PIO position will support the City of Oroville, by assisting other departments. The position would disseminate information, craft press releases,

respond to media inquiries, and perform other outreach functions in order to promote transparency build public trust with other City of Oroville Departments.

The PIO position for OPD was approved within the current fiscal year budget. The annual salary range is proposed to be \$53,144 - \$71,393.92.

FISCAL IMPACT

None. This position is currently budgeted for OPD.

RECOMMENDATION

Approve the creation of the Public Information Officer job description and associated compensation.

ATTACHMENTS

1. PIO Job Description
2. Proposed PIO Salary Schedule

City of Oroville

PUBLIC INFORMATION OFFICER

DEFINITION

The purpose of the Public Information Officer is to ensure that the public receives accurate and timely information before, after, and during an emergency. The Public Information Officer is responsible for developing and implementing communication strategies for their respective department. The Public Information Officer is the main point of contact between the public and its respective department, disseminating information through various channels, including press releases, social media, and public events.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative, general direction from the Chief of Police

This classification has no direct supervisory responsibilities but may provide technical supervision to others.

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

- Plan and execute public relations programs, advertising, and awareness campaigns to ensure comprehensive media coverage to promote department programs, services, and events and create a proactive public relations environment.
- Monitor news and public opinion about the organization and relevant issues, as well as community events and projects.
- Develop and maintain relationships with media outlets and journalists.
- Coordinate media relations opportunities, and conduct/organize press briefings.
- Research, write, edit, and issue press releases, news articles, feature stories and public service announcements for newspaper, radio, television, website and social media channels.
- Facilitate curation of content for the city website and social media channels; create and maintain a department-wide social media policy to guide staff in providing clear and consistent messaging.
- Respond to inquiries from the media, City officials, community groups, businesses, employees, and the general public.
- Coordinate and participate in photographing City events, activities, and programs; prepare scripts, conduct on-camera interviews, and/or coordinate City-sponsored video projects
- Assist the Chief of Police and department representatives in preparing various information materials, including fact sheets, brochures, news articles, annual

reports, and presentations for distribution to community members, businesses, employees, and the City Council.

- Proofread materials prepared by others.
- Performs general administrative and clerical work as required, including but not limited to preparing reports and correspondence, maintaining files, entering computer data, attending meetings, etc.
- Support emergency communication efforts and media management during emergencies.
- May perform required duties under the City's Emergency Operations Plan
- Maintain current knowledge of communications, marketing, media relations, disaster communications, and applicable laws, statutes, codes, and ordinances.
- Manage communication during crises or emergencies, including drafting statements and coordinating with emergency responders.
- Develop and manage budgets for communication efforts.
- Supervise, train, and evaluate assigned staff.
- Perform related work as assigned.
- At the direction of the Chief of Police or City Administrator, assist other departments within the municipal government of Oroville, with press releases, media inquiries, recruitment, and other vital public communications.

Knowledge of:

- Correct English usage and journalistic styles appropriate for print, social media, and broadcast use. Principles and practices of modern communication and marketing concepts, techniques, and procedures.
- Practices and techniques used in disseminating information to the public through various media, including newspapers, radio, television, websites and social media platforms.
- Principles and practices used by the media in reporting on local government activities.
- Government organization, administration, budgets, and personnel management.
- Methods and techniques of automation, research, statistical analysis and report preparation.

Ability to:

- Effectively communicate, both orally and in writing.
- Plan, develop, and implement department public information programs.
- Comprehend complex questions and give information rapidly, accurately, and tactfully.
- Interpret, understand, and apply established City policies, procedures, and codes.
- Work on several projects or processes at the same time, under deadlines; make sound and proper decisions based on factual and deductive information.
- Solve difficult and complex problems involving municipal systems and procedures, including computer systems.

- Establish and maintain cooperative and effective working relationships with individuals at all levels of the organization, as well as with the media and public.
- Supervise, train, and evaluate assigned staff.

MINIMUM QUALIFICATIONS**Experience:**

Two (2) years of experience in public communications, public relations, marketing, or program management.

AND**Education:**

Bachelor's degree from an accredited college or university with major coursework in public administration, journalism, marketing, communications, political science, criminal justice, or a related field.

OR**Substitution:**

Any combination of education and experience is qualifying, if it would provide the required knowledge and abilities for the position.

Additional Requirements:

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

TYPICAL WORKING CONDITIONS

Office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Field environments with moderate to loud noise levels.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office environment. Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; use hands to finger, handle or feel objects, tools or controls: lift and/or move objects and materials of up to 25 pounds in weight. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating the 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.

Item 10 
 September 3, 2024
 Corrected Salary
 schedule for P10.

OPOA SWORN AND NON-SWORN 1ST TIER								
CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F		
Sergeant	\$91,367.26	\$95,935.62	\$100,732.40	\$105,769.02	\$111,057.48	\$116,610.35	Annual	
	\$7,613.94	\$7,994.64	\$8,394.37	\$8,814.09	\$9,254.79	\$9,717.53	Monthly	
	\$43.92657	\$46.12290	\$48.42904	\$50.85049	\$53.39302	\$56.06267	Hourly	
Rotational Detective/OIC	\$83,753.33	\$87,941.00	\$92,338.05	\$96,954.95	\$101,802.70	\$106,892.83	Annual	
10% Above Police Officer	\$6,979.44	\$7,328.42	\$7,694.84	\$8,079.58	\$8,483.56	\$8,907.74	Monthly	
	\$40.26602	\$42.27933	\$44.39329	\$46.61296	\$48.94360	\$51.39078	Hourly	
Police Officer	\$76,139.39	\$79,946.36	\$83,943.68	\$88,140.86	\$92,547.90	\$97,175.30	Annual	
	\$6,344.95	\$6,662.20	\$6,995.31	\$7,345.07	\$7,712.33	\$8,097.94	Monthly	
	\$36.60548	\$38.43575	\$40.35754	\$42.37541	\$44.49418	\$46.71889	Hourly	
Reserve Police Officer	\$36.60548	\$38.43575	\$40.35754	\$42.37541	\$44.49418	\$46.71889	Hourly	
Reserve Investigator	\$25.00000						Hourly	
CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
Police Dispatch Supervisor	\$61,628.00	\$64,709.40	\$67,944.87	\$71,342.11	\$74,909.22	\$78,654.68	\$82,587.41	Annual
	\$5,135.67	\$5,392.45	\$5,662.07	\$5,945.18	\$6,242.43	\$6,554.56	\$6,882.28	Monthly
	\$29.62885	\$31.11029	\$32.66580	\$34.29909	\$36.01405	\$37.81475	\$39.70549	Hourly
Public Information Officer	\$59,833.00	\$62,824.65	\$65,965.88	\$69,264.18	\$72,727.39	\$76,363.75	\$80,181.94	Annual
	\$4,986.08	\$5,235.39	\$5,497.16	\$5,772.01	\$6,060.62	\$6,363.65	\$6,681.83	Monthly
	\$28.76587	\$30.20416	\$31.71437	\$33.30008	\$34.96509	\$36.71334	\$38.54901	Hourly
Police Admin. Assistant	\$44,706.00	\$46,941.30	\$49,288.37	\$51,752.78	\$54,340.42	\$57,057.44	\$59,910.32	Annual
	\$3,725.50	\$3,911.78	\$4,107.36	\$4,312.73	\$4,528.37	\$4,754.79	\$4,992.53	Monthly
	\$21.49327	\$22.56793	\$23.69633	\$24.88115	\$26.12520	\$27.43146	\$28.80304	Hourly
Police Dispatcher	\$48,144.00	\$50,551.20	\$53,078.76	\$55,732.70	\$58,519.33	\$61,445.30	\$64,517.56	Annual
	\$4,012.00	\$4,212.60	\$4,423.23	\$4,644.39	\$4,876.61	\$5,120.44	\$5,376.46	Monthly
	\$23.14615	\$24.30346	\$25.51863	\$26.79457	\$28.13429	\$29.54101	\$31.01806	Hourly
MLE	\$41,514.00	\$43,589.70	\$45,769.19	\$48,057.64	\$50,460.53	\$52,983.55	\$55,632.73	Annual
	\$3,459.50	\$3,632.48	\$3,814.10	\$4,004.80	\$4,205.04	\$4,415.30	\$4,636.06	Monthly
	\$19.95865	\$20.95659	\$22.00442	\$23.10464	\$24.25987	\$25.47286	\$26.74651	Hourly
Police Records Technician	\$41,514.00	\$43,589.70	\$45,769.19	\$48,057.64	\$50,460.53	\$52,983.55	\$55,632.73	Annual
	\$3,459.50	\$3,632.48	\$3,814.10	\$4,004.80	\$4,205.04	\$4,415.30	\$4,636.06	Monthly
	\$19.95865	\$20.95659	\$22.00442	\$23.10464	\$24.25987	\$25.47286	\$26.74651	Hourly
Police Recruit	\$58,775.04							Annual
	\$4,897.92							Monthly
	\$28.25723							Hourly
MASTER SALARY SCHEDULE								
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
Associate Civil Engr.	\$81,324.04	\$85,390.24	\$89,659.75	\$94,142.74	\$98,849.88	\$103,792.37	\$108,981.99	\$114,431.09
	\$6,777.00	\$7,115.85	\$7,471.65	\$7,845.23	\$8,237.49	\$8,649.36	\$9,081.83	\$9,535.92
	\$39.09810	\$41.05300	\$43.10565	\$45.26093	\$47.52398	\$49.90018	\$52.39519	\$55.01495





CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: ALYSSA STUTZ - CITY ENGINEER

RE: AWARD OF CONTRACT; MONTGOMERY STREET RESURFACING PROJECT

DATE: SEPTEMBER 3, 2024

SUMMARY

The Council may consider awarding a contract to Pavement Coatings Company of Sacramento for the Montgomery Street Resurfacing Project.

DISCUSSION

This project is to provide a layer of fiberized surfacing treatment and improved striping along Montgomery Street from Feather River Blvd. to Washington Avenue (just short of the roundabout). This project has been deemed a high priority because of the desire to complete it before winter, while temperatures are more conducive for placement.

Plans and Specifications were advertised on July 15, 2024 and bids were received on August 15, 2024.

The low bidder was Pavement Coating Company at \$778,906.50. The engineer's estimate was \$772,430 with contingencies. Staff recommends allocating a contingency of approximately 10% on the low bid for potential unforeseen changes, bringing the overall budget to \$856,796.66.

FISCAL IMPACT

Appropriations are budgeted in the Local Transportation Fund, Senate Bill 1 Road Maintenance and Rehabilitation account, Rural Surface Transportation Grant Program, and Measure U funds.

RECOMMENDATION

Staff recommends awarding a contract to Pavement Coating Company for \$778,906.05 and allocating \$77,890.61 for contingencies. Staff recommends that the City Administrator be authorized to execute the contract.

ATTACHMENTS:

Bid Summary
Construction Contract

Item 11.

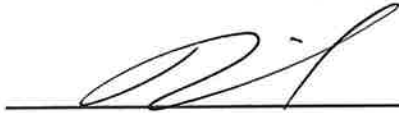
38

MONTGOMERY STREET RESURFACING PROJECT**BID SCHEDULE**

Bidder agrees to perform all of the work described in the contract documents and this bid form for the amounts shown in the "Bid Amount" column.

Pavement Coatings Co., 2150 Bell Ave., Suite 125 Sacramento, CA 95838, 916.642.1751

Contractor's Company Name, Address and Phone Number



Tim Schmid, President, 8/8/2024

Contractor's Title, Signature and Date

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Contract Documents for the TOTAL BID PRICE:

BID SCHEDULE

ITEM	DESCRIPTION	EST. QUANTITY	UNITS	UNIT PRICE	LINE ITEM COST
1.	Mobilization	1	LS	\$75,000.00	\$75,000.00
2.	Traffic Control	1	LS	\$68,500.00	\$68,500.00
3.	Clear and Grub	1	LS	\$7,500.00	\$7,500.00
4.	Erosion Control	1	LS	\$3,500.00	\$3,500.00
5.	Double Layer Fiberized Microsurfacing	28783	SQYD	\$12.75	\$366,983.25
6.	Thermoplastic Striping 6" Green Tour Line	3234	LF	\$7.80	\$25,225.20
7.	Thermoplastic Striping (Caltrans A24A Type I) EWNV	56	SF	\$17.30	\$968.80
8.	Thermoplastic Striping (Caltrans A24A Type IV Left) EWNV	75	SF	\$17.30	\$1297.50
9.	Thermoplastic Striping (Caltrans A24E "STOP") EWNV	396	SF	\$17.30	\$6850.80
10.	Thermoplastic Striping (Caltrans Detail A24G Limit Line) EWNV	62	LF	\$17.30	\$1,072.60
11.	Thermoplastic Striping (Caltrans Detail 22) EWNV	3411	LF	\$6.70	\$22,853.70
12.	Thermoplastic Striping (Caltrans Detail 38) EWNV	456	LF	\$5.60	\$2,553.60
13.	Thermoplastic Striping (Caltrans Detail 39) EWNV	10430	LF	\$3.35	\$39,940.50
14.	Thermoplastic Striping (Caltrans Detail 39A) EWNV	390	LF	\$3.35	\$1,306.50
15.	Thermoplastic Striping (A24F Basic Crosswalk) EWNV	7702	SF	\$17.30	\$133,244.60
16.	Thermoplastic Curb Striping	3700	LF	\$5.05	\$18,685.00
25.	Thermoplastic Striping 2" White Buffer Cross Hatch EWNV	3744	LF	\$2.25	\$8,424.00
			Total		\$778,906.05

Bidders must provide pricing for every bid item. Base Bid items above reflect in the project plans.

The estimated quantities for unit price items are for purposes of comparing bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates.

In case of discrepancy between the unit price and the line-item cost set forth for a unit price item, the line-item cost, calculated at the unit price multiplied by the estimated quantity, shall prevail, and shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Line-Item Cost" column, then the amount set forth in the "Line Item Cost" column for the item shall prevail and shall be divided by the estimated

quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the City may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment for unit price items shall be determined by the City from measured quantities of work performed.

The contract shall be awarded to the contractor submitting the lowest responsible Bid Price.

BID PRICE:

\$ 778,906.05

Base Bid in Numbers

Seven Hundred Seventy Eight Thousand Nine Hundred Six Dollars and Five Cents

Base Bid in Written Form

PROJECT CONTRACT

THIS PROJECT CONTRACT (the "contract" or "Contract"), is made and entered into this _____ day of _____, by and between City of Oroville (referred to herein as the "Owner" or the "City") and _____ (the "Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. THE CONTRACT DOCUMENTS.

The complete contract is comprised of and may or may not include: Invitation for Bids; Information for Bidders; Bid Schedule; Proposal Form; Bidder's Bond; Contract; General Conditions; Special Provisions; Technical Provisions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Orders; Supplemental Drawings Issued; Drawings; Specifications and Contract Documents; All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid; The complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are hereinafter referred to collectively as the Contract Documents.

2. THE WORK.

Contractor agrees to furnish all tools, apparatus, facilities, equipment, labor and materials (except that specifically mentioned as being furnished by others) necessary to perform and complete the work in a "good and workmanlike manner" as called for, and in the manner designated in, and in strict conformity with the Plans, Detail Specifications, and other Contract Documents which are identified by the signatures of the parties to this Contract and are, collectively, entitled:

MONTGOMERY STREET RESURFACING PROJECT

3. CONTRACT PRICE.

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: \$ _____. In no event shall Contractor's compensation exceed the amount of \$ _____ without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment

For the purpose of fixing the amount of bonds referred to in the Instructions to Bidders, it is estimated by both Parties that the total contract price shall be based on the Contractor's Base Bid amount.

4. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting the true value of any work done or any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor during the performance of this Contract, the dispute shall be informally mediated between the parties. Following such mediation, either party may file an action exclusively in the Butte County Superior Court or in the United States District Court, Eastern District of California. Under no condition shall there be a cessation of work by the Contractor during any such dispute. This article does not exclude recovery of

damages by either party for delays.

5. PAYMENT.

Not later than the 20th day of each calendar month, the Contractor shall make a partial payment request to the City on the basis of an estimate approved by the Engineer of the work performed since the last partial payment request during the preceding month by the Contractor with five percent (5%) of the amount of each such estimate retained by the City, until completion of the Project and the recordation of a Notice of Completion of all work covered by this Contract. The City shall make any partial payments provided for in this contract to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor. The City shall pay the Contractor interest on the amount of any portion of a partial payment, excluding retention amounts, not made to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor at the legal rate set forth in California Code of Civil Procedure Section 685.010. Upon receipt of a partial payment request from the Contractor, the City shall review the partial payment request for the purpose of determining whether or not the partial payment request is a proper partial payment request. Any partial payment request determined by the City not to be a proper partial payment request suitable for payment shall be returned to the Contractor by the City within 14 days of the City's receipt of such partial payment request. A partial payment request returned to the Contractor by the City under the provisions of this section shall be accompanied by a written document setting forth the reason(s) why the partial payment request is not proper. The number of days for the City to make a certain partial payment provided for in this Contract, without incurring interest pursuant to this section, shall be reduced by the number of days by which the City exceeds the 14 day return period for such partial payment request, if determined to be improper, as set forth in this section. For the purposes of this section, a "partial payment" means all payments due to the Contractor under this contract, exclusive of that portion of the final payment designated as retention earnings. Also, for the purposes of this section, a partial payment request shall be considered properly executed by the City, if funds are available to pay the partial payment request and payment is not delayed due to an audit inquiry by the City's financial officer. The City will release Contractor's retention earnings within 45 days after recordation of Notice of Completion, as defined in California Civil Code Section 3093. Recordation of a Notice of Completion for the Project by the City shall constitute the City's acceptance of the Project work.

6. TIME FOR COMPLETION.

All work under this contract shall be completed within a period of 30 days from the date of the Contractor's receipt of a Notice to Proceed from the City.

7. EXTENSION OF TIME.

If the Contractor is delayed by acts of negligence of the City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City, or by any justifiable cause which the Engineer shall authorize, then the Contractor shall make out a written claim addressed to the City setting forth the reason for the delay and the extension of the time requested and forward a copy of the claim to the Engineer for approval. The Engineer will evaluate the claim and if the claim is justifiable, will request the City's approval. No such extension will be allowed unless written claim therefore has been made within 5 days after the delay became apparent.

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Six Hundred Dollars (\$3,600.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays

caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

8. LABOR PROVISIONS.

The project is subject to both federal and state prevailing wages. The Contractor shall pay laborers the higher of either the federal or state prevailing wage rate determination for the trades to be utilized. The contractor and all subcontractors on the project shall complete electronic reporting of prevailing wage rate reports through the Department of Industrial Relations, with copies of such reports to be provided to the City.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.

As used in the following provision, the term "laborers" and "mechanics" include watchmen and guards.

- a. Overtime Requirements. Neither the Contractor nor any subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.
- b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of \$3,000 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.
- c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. above.
- d. Working conditions. Neither the Contractor nor any subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.
- e. Subcontracts. The Contractor and any subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a. through d. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d.

10. NONDISCRIMINATION.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment

practices when the contract covers a program set forth in Appendix B of the Regulations.

11. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from City. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

12. CIVIL RIGHTS.

The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

13. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

14. INFORMATION AND REPORTS.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City and shall set forth what efforts it has made to obtain the information.

15. SANCTIONS FOR NONCOMPLIANCE.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

16. INSPECTION OF RECORDS.

The Contractor shall maintain an acceptable cost accounting system. The City, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to this Contract or the Project for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for 3 years after the City makes final payment and all other pending matters are closed.

17. RIGHTS IN INVENTIONS.

All rights to inventions and materials, if any, generated under this contract are subject to regulations issued by the City. Information regarding these rights is available from the City.

18. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the City under this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

19. TERMINATION OF CONTRACT BY CITY

a. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of the Contractor's failure to fulfill its contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in process, delivered to the City.

b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been affected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in the second paragraph of this clause.

e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

20. INCORPORATION OF PROVISIONS.

The Contractor shall include the provisions of this contract in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations of directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21. CONTRACTOR CLAIMS OF \$375,000 OR LESS.

Claims by the Contractor relating to the Project for (a) a time extension, (b) money or damages arising from work done by, or on behalf of, the Contractor on the Project for which payment is not expressly provided for or to which the Contractor is not otherwise entitled, or (c) an amount that is disputed by the City, with a value of \$375,000 or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and the incorporated documents, conditions and specifications.

22. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

a. No Federal appropriated funds shall be paid, by or on behalf of the Contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the amendment or modification of any Federal grant.

b. If any funds other than Federal appropriated funds have been paid or will be paid by the Contractor or its subcontractors to any person for influencing or attempting to influence an officer or employee of the City, any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

23. ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and/or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

24. ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

AGENCY: City of Oroville (First Party)

By: _____
(Authorized Representative)

(Official Title)

CONTRACTOR: _____ (Second Party)

By: _____
(Authorized Representative)

(Official Title)

FORM OF PERFORMANCE BOND

Item 11.

KNOW ALL PERSONS BY THESE PRESENTS: That WHEREAS, the City of Oroville, California hereinafter called City, on _____, 20_____, awarded

Name and Address of Contractor hereinafter

designated as the "Principal", the contract for:

MONTGOMERY STREET RESURFACING PROJECT

NOW THEREFORE, we the Principal, and _____
_____as Surety, are held and firmly
bound unto _____, hereinafter called the
_____, in the penal sum of _____
_____Dollars (\$_____)

lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assign, shall in all things stand to and abide by and keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void: otherwise, it shall be and remain in full force and virtue, and also in case suit is brought upon such bond, the above bounden principal and the said surety will pay a reasonable attorney's fee which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

And the surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed or materials and/or equipment to be furnished thereunder or the Specifications accompanying the same, shall in anywise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the day of, 20.

By _____

By _____

Surety

Contractor

FORM OF LABOR AND MATERIAL BOND

Item 11.

KNOW ALL PERSONS BY THESE PRESENTS: That we _____ as Surety, and

_____, as Principal, are held and firmly bound unto City of Oroville, in the sum of _____ Dollars (\$ _____), said sum being (100% of the estimated amount of the foregoing and annexed contract,

MONTGOMERY STREET RESURFACING PROJECT

to be paid to said _____, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH: That if the above bounden principal, as Contractor in the annexed contract or his/her subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay any person, company or corporation renting or hiring teams or implements or machinery for or contributing to said work to be done, or any person who supplies both work and materials therefore, or the amount due under the Employment Insurance Act with respect to such work or labor, the surety will pay for the same, in an amount not exceeding the above obligation, and also, in case suit is brought upon such bond, the above bounden principal and the said surety will pay a reasonable attorney's fee which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered. This obligation and bond shall insure to the benefit of any and all persons entitled to file claims under Section 1184C of the Code of Civil Procedure and said persons or any of them or their assigns shall have a right to action thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D., 20__ .

Principal _____

Surety _____

(Seal)

By _____

(Attorney in Fact)

STATE OF CALIFORNIA)
) ss.
COUNTY OF BUTTE)

On this _____ day of _____, 20, before me _____ a Notary Public in and for the County of _____, _____ known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of _____ and acknowledged to me that he has subscribed the name of _____ thereto as surety, and **his/her** own name as Attorney in Fact.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said County and State



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: ALYSSA STUTZ, CITY ENGINEER

RE: AWARD OF CONTRACT; MYERS STREET RESURFACING PROJECT

DATE: SEPTEMBER 3, 2024

SUMMARY

The Council may consider awarding a contract to Pavement Coatings Company of Sacramento for the Myers Street Resurfacing Project.

DISCUSSION

This project is to provide a layer fiberized surfacing treatment and striping improvement along Myers Street from Mitchell Avenue to Montgomery Street. This project has been deemed a high priority because of the desire to complete it before winter, while temperatures are more conducive for placement.

Plans and Specifications were advertised on July 15, 2024, and bids were received on August 15, 2024.

The low bidder was Pavement Coating Company at \$337,162.50. The engineer's estimate was \$344,286.00 with contingencies. Staff recommends allocating a contingency of approximately 10% on the low bid for potential unforeseen changes, bringing the overall budget to \$370,800.00.

FISCAL IMPACT

Appropriations are budgeted in the Local Transportation Fund, Senate Bill 1 Road Maintenance and Rehabilitation account, Rural Surface Transportation Grant Program, and Measure U funds.

RECOMMENDATION

Staff recommends awarding a contract to Pavement Coating Company for \$337,162.50 and allocating \$33,637.50 for contingencies. Staff recommends that the City Administrator be authorized to execute the contract.

ATTACHMENTS:

Bid Summary
Construction Contract

Item 12.

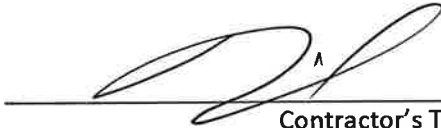
101

MYERS STREET RESURFACING PROJECT BID SCHEDULE

Bidder agrees to perform all of the work described in the contract documents and this bid form for the amounts shown in the "Bid Amount" column.

Pavement Coatings Co., 2150 Bell Ave., Suite 125 Sacramento, CA 95838, 916.642.1751

Contractor's Company Name, Address and Phone Number



Tim Schmid, President, 8/8/2024

Contractor's Title, Signature and Date

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Contract Documents for the TOTAL BID PRICE:

BASE BID SCHEDULE

ITEM	DESCRIPTION	EST. QUANTITY	UNITS	UNIT PRICE	LINE ITEM COST
1.	Mobilization	1	LS	\$30,000.00	\$30,000.00
2.	Traffic Control	1	LS	\$50,000.00	\$50,000.00
3.	Clear and Grub	1	LS	\$5,000.00	\$5,000.00
4.	Erosion Control	1	LS	\$2,500.00	\$2,500.00
5.	Double Layer Fiberized Microsurfacing	14236	SQYD	\$13.85	\$197,168.60
6.	Thermoplastic Striping (Red Curb "No Parking")	1065	LF	\$5.00	\$5,325.00
7.	Thermoplastic Striping (Caltrans A24A Type IV Left) EWNV	45	SF	\$17.90	\$805.50
8.	Thermoplastic Striping (Caltrans A24A Type VII Right) EWNV	27	SF	\$17.90	\$483.30
9.	Thermoplastic Striping (Caltrans A24E "STOP") EWNV	242	SF	\$17.90	\$4,331.80
10.	Thermoplastic Striping (Caltrans Detail A24G Limit Line) EWNV	80	LF	\$17.90	\$1,432.00
11.	Thermoplastic Striping (Caltrans Detail 38) EWNV	201	LF	\$5.60	\$1,125.60
12.	Thermoplastic Striping (Caltrans Detail 22) EWNV	3041	LF	\$6.70	\$20,374.70
13.	Thermoplastic Striping (A24F Basic Crosswalk) EWNV	1040	LF	\$17.90	\$18,616.00
				Total	\$337,162.50

Bidders must provide pricing for every bid item. Base Bid items above reflect in the project plans.

The estimated quantities for unit price items are for purposes of comparing bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates.

In case of discrepancy between the unit price and the line-item cost set forth for a unit price item, the line-item cost, calculated at the unit price multiplied by the estimated quantity, shall prevail, and shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Line-Item Cost" column, then the amount set forth in the "Line Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the City may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment for unit price items shall be determined by the City from measured quantities of work performed.

The contract shall be awarded to the contractor submitting the lowest responsible Bid Price.

BID PRICE:

\$ 337,162.50

Base Bid in Numbers

Three Hundred Thirty Seven Thousand One Hundred Sixty Two Dollars and Fifty Cents

Base Bid in Written Form

PROJECT CONTRACT

THIS PROJECT CONTRACT (the "contract" or "Contract"), is made and entered into this ____ day of _____, 2024 by and between City of Oroville (referred to herein as the "Owner" or the "City") and Pavement Coatings Company (the "Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. THE CONTRACT DOCUMENTS.

The complete contract is comprised of and may or may not include: Invitation for Bids; Information for Bidders; Bid Schedule; Proposal Form; Bidder's Bond; Contract; General Conditions; Special Provisions; Technical Provisions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Orders; Supplemental Drawings Issued; Drawings; Specifications and Contract Documents; All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid; The complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are hereinafter referred to collectively as the Contract Documents.

2. THE WORK.

Contractor agrees to furnish all tools, apparatus, facilities, equipment, labor and materials (except that specifically mentioned as being furnished by others) necessary to perform and complete the work in a "good and workmanlike manner" as called for, and in the manner designated in, and in strict conformity with the Plans, Detail Specifications, and other Contract Documents which are identified by the signatures of the parties to this Contract and are, collectively, entitled:

MYERS STREET RESURFACING PROJECT

3. CONTRACT PRICE.

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: \$337,162.50. In no event shall Contractor's compensation exceed the amount of \$337,162.50 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

For the purpose of fixing the amount of bonds referred to in the Instructions to Bidders, it is estimated by both Parties that the total contract price shall be based on the Contractor's Base Bid amount.

4. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting the true value of any work done or any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor during the performance of this Contract, the dispute shall be informally mediated between the parties. Following such mediation, either party may file an action exclusively in the Butte County Superior Court or in the United States District Court, Eastern District of California. Under no condition shall there be a cessation of work by the Contractor during any such dispute. This article does not exclude recovery of

damages by either party for delays.

5. PAYMENT.

Not later than the 20th day of each calendar month, the Contractor shall make a partial payment request to the City on the basis of an estimate approved by the Engineer of the work performed since the last partial payment request during the preceding month by the Contractor with five percent (5%) of the amount of each such estimate retained by the City, until completion of the Project and the recordation of a Notice of Completion of all work covered by this Contract. The City shall make any partial payments provided for in this contract to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor. The City shall pay the Contractor interest on the amount of any portion of a partial payment, excluding retention amounts, not made to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor at the legal rate set forth in California Code of Civil Procedure Section 685.010. Upon receipt of a partial payment request from the Contractor, the City shall review the partial payment request for the purpose of determining whether or not the partial payment request is a proper partial payment request. Any partial payment request determined by the City not to be a proper partial payment request suitable for payment shall be returned to the Contractor by the City within 14 days of the City's receipt of such partial payment request. A partial payment request returned to the Contractor by the City under the provisions of this section shall be accompanied by a written document setting forth the reason(s) why the partial payment request is not proper. The number of days for the City to make a certain partial payment provided for in this Contract, without incurring interest pursuant to this section, shall be reduced by the number of days by which the City exceeds the 14 day return period for such partial payment request, if determined to be improper, as set forth in this section. For the purposes of this section, a "partial payment" means all payments due to the Contractor under this contract, exclusive of that portion of the final payment designated as retention earnings. Also, for the purposes of this section, a partial payment request shall be considered properly executed by the City, if funds are available to pay the partial payment request and payment is not delayed due to an audit inquiry by the City's financial officer. The City will release Contractor's retention earnings within 45 days after recordation of Notice of Completion, as defined in California Civil Code Section 3093. Recordation of a Notice of Completion for the Project by the City shall constitute the City's acceptance of the Project work.

6. TIME FOR COMPLETION.

All work under this contract shall be completed within a period of 30 days from the date of the Contractor's receipt of a Notice to Proceed from the City.

7. EXTENSION OF TIME.

If the Contractor is delayed by acts of negligence of the City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City, or by any justifiable cause which the Engineer shall authorize, then the Contractor shall make out a written claim addressed to the City setting forth the reason for the delay and the extension of the time requested and forward a copy of the claim to the Engineer for approval. The Engineer will evaluate the claim and if the claim is justifiable, will request the City's approval. No such extension will be allowed unless written claim therefore has been made within 5 days after the delay became apparent.

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Six Hundred Dollars (\$3,600.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays

caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

8. LABOR PROVISIONS.

The project is subject to both federal and state prevailing wages. The Contractor shall pay laborers the higher of either the federal or state prevailing wage rate determination for the trades to be utilized. The contractor and all subcontractors on the project shall complete electronic reporting of prevailing wage rate reports through the Department of Industrial Relations, with copies of such reports to be provided to the City.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.

As used in the following provision, the term "laborers" and "mechanics" include watchmen and guards.

- a. Overtime Requirements. Neither the Contractor nor any subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.
- b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of \$3,000 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.
- c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. above.
- d. Working conditions. Neither the Contractor nor any subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.
- e. Subcontracts. The Contractor and any subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a. through d. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d.

10. NONDISCRIMINATION.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment

practices when the contract covers a program set forth in Appendix B of the Regulations.

11. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from City. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

12. CIVIL RIGHTS.

The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

13. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

14. INFORMATION AND REPORTS.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City and shall set forth what efforts it has made to obtain the information.

15. SANCTIONS FOR NONCOMPLIANCE.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

16. INSPECTION OF RECORDS.

The Contractor shall maintain an acceptable cost accounting system. The City, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to this Contract or the Project for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for 3 years after the City makes final payment and all other pending matters are closed.

17. RIGHTS IN INVENTIONS.

All rights to inventions and materials, if any, generated under this contract are subject to regulations issued by the City. Information regarding these rights is available from the City.

18. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the City under this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

19. TERMINATION OF CONTRACT BY CITY

a. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of the Contractor's failure to fulfill its contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in process, delivered to the City.

b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been affected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in the second paragraph of this clause.

e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

20. INCORPORATION OF PROVISIONS.

The Contractor shall include the provisions of this contract in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations of directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21. CONTRACTOR CLAIMS OF \$375,000 OR LESS.

Claims by the Contractor relating to the Project for (a) a time extension, (b) money or damages arising from work done by, or on behalf of, the Contractor on the Project for which payment is not expressly provided for or to which the Contractor is not otherwise entitled, or (c) an amount that is disputed by the City, with a value of \$375,000 or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and the incorporated documents, conditions and specifications.

22. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

a. No Federal appropriated funds shall be paid, by or on behalf of the Contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the amendment or modification of any Federal grant.

b. If any funds other than Federal appropriated funds have been paid or will be paid by the Contractor or its subcontractors to any person for influencing or attempting to influence an officer or employee of the City, any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

23. ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and/or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

24. ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

AGENCY: City of Oroville (First Party)

By: _____
(Authorized Representative)

(Official Title)

CONTRACTOR: _____ (Second Party)

By: _____
(Authorized Representative)

(Official Title)

FORM OF PERFORMANCE BOND

Item 12.

KNOW ALL PERSONS BY THESE PRESENTS: That WHEREAS, the City of Oroville, California hereinafter called City, on _____, 20_____, awarded

Name and Address of Contractor hereinafter

designated as the "Principal", the contract for:

MYERS STREET RESURFACING PROJECT

NOW THEREFORE, we the Principal, and _____
_____as Surety, are held and firmly
bound unto _____, hereinafter called the
_____, in the penal sum of _____
_____Dollars (\$_____)

lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assign, shall in all things stand to and abide by and keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void: otherwise, it shall be and remain in full force and virtue, and also in case suit is brought upon such bond, the above bounden principal and the said surety will pay a reasonable attorney's fee which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

And the surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed or materials and/or equipment to be furnished thereunder or the Specifications accompanying the same, shall in anywise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the day of, 20.

By _____

By _____

Surety

Contractor

FORM OF LABOR AND MATERIAL BOND

Item 12.

KNOW ALL PERSONS BY THESE PRESENTS: That we _____ as Surety, and

_____, as Principal, are held and firmly bound unto City of Oroville, in the sum of _____ Dollars (\$ _____), said sum being (100% of the estimated amount of the foregoing and annexed contract,

MYERS STREET RESURFACING PROJECT

to be paid to said _____, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH: That if the above bounden principal, as Contractor in the annexed contract or his/her subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay any person, company or corporation renting or hiring teams or implements or machinery for or contributing to said work to be done, or any person who supplies both work and materials therefore, or the amount due under the Employment Insurance Act with respect to such work or labor, the surety will pay for the same, in an amount not exceeding the above obligation, and also, in case suit is brought upon such bond, the above bounden principal and the said surety will pay a reasonable attorney's fee which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered. This obligation and bond shall insure to the benefit of any and all persons entitled to file claims under Section 1184C of the Code of Civil Procedure and said persons or any of them or their assigns shall have a right to action thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D., 20__ .

Principal _____

Surety _____

(Seal)

By _____

(Attorney in Fact)

STATE OF CALIFORNIA)
) ss.
COUNTY OF BUTTE)

On this _____ day of _____, 20, before me _____ a Notary Public in and for the County of _____, _____ known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of _____ and acknowledged to me that he has subscribed the name of _____ thereto as surety, and **his/her** own name as Attorney in Fact.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said County and State



CITY OF OROVILLE
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION
(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965
 Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:

Note: If you are applying for more than one committee/commission, number in order of preference.

- | | |
|---|--|
| ☐ Planning Commission | ☐ Arts Commission |
| ☒ Housing Loan Advisory Committee | ☒ Economic Development Loan Advisory Committee |
| ☐ Park Commission | ☐ Southside Community Center Advisory Committee |
| ☐ Arts, Cultural Entertainment District Advisory Committee | |
| ☐ Mosquito Abatement District Committee | ☐ Other: _____ |

APPLICANT INFORMATION

Name (print): Christopher Logue

Residence Address: _____

Mailing Address: _____

Telephone: 5 _____

Are you a qualified _____

EMPLOYMENT INFORMATION

Occupation: Registered Investment Advisor/ Retired Military Officer

Current Employer: Self

Current Employer: _____

Telephone: _____

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: BA Social Science CSUC, MMAS U.S Army Command and General Staff College

Memberships of Organizations: Military Officers Association of America

Have you served on any committee/commission in the past? Yes ☒ No ☐

If yes, list committee/commission and dates served: Housing Loan Advisory January 2022-present

Page 2 APPLICATIONS FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

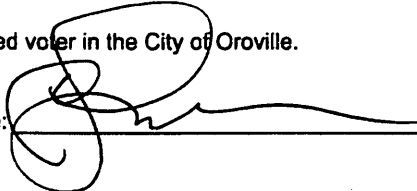
How did you hear about this recruitment? (Optional)

I am a current committee member

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 8/8/2024

Signature: 

Please use this space for any other additional information that you would like to provide in support of your application.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

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

RE: FIRST READING OF ZONING CODE AMENDMENT (ZC) 23-03,
AMENDING SECTION 17.12.060 (TREE PRESERVATION),
SECTION 17.12.065 (OAK TREE LOSS MITIGATION) AND
SECTION 17.48.070 (TREE REMOVAL PERMITS) OF THE
OROVILLE MUNICIPAL CODE (OMC)

DATE: SEPTEMBER 3, 2024

SUMMARY

The Council will consider adopting ZC 23-03, amending the City's oak tree loss mitigation standards, requirements, and applicability as found in Section 17.12.065 of the Oroville Municipal Code (OMC). ZC 23-03 would also amend Section 17.12.060 pertaining to tree preservation requirements and Section 17.48.070 pertaining to the City's tree removal permit requirements.

BACKGROUND

At their January 2, 2024, meeting, the City Council conducted a public hearing and introduced by title ZC 23-03. After soliciting public comment and discussion with Staff, the Council requested minor modifications to the proposed ordinance, primarily concerning permit exceptions for non-native trees and specific tree species. To address these requests, Staff analyzed the modifications proposed under ZC 23-03 and proposed the following modifications:

- Moving permit and mitigation exceptions from Section 17.12.065 (Oak Tree Loss Mitigation) to Section 17.48.070 (Tree Removal Permits).
- Expanding the applicability of 17.48.070 (Tree Removal Permits) to include what is NOT considered a protected tree and provide a list of specific tree species that are considered invasive, highly flammable, or do not inherently contain value as habitat.

By moving exceptions to permits and mitigation to Section 17.48.070 (Tree Removal Permits), the applicability was expanded from solely oak trees to all trees, including non-

native species. Additionally, by clarifying what was not considered a protected tree, property owners would be able to remove certain non-native, invasive, tree species that are not inherently of value, nor encouraged to be planted by the goals, policies, and actions of the 2030 General Plan.

Staff returned to the City Council on March 19, 2024, after making the requested revisions to the proposed ordinance. At that meeting, members of the City Council expressed further concern that the proposed ordinance did not go far enough and desired to see greater exemptions for larger properties and larger trees. Staff felt that it would be best to return to the Planning Commission and conduct an additional workshop/discussion regarding any potential further revisions before returning to the City Council for their consideration.

On June 27, 2024, the Planning Commission conducted a workshop and made one minor modification to the Exceptions to Permits and Mitigation Requirements of Section 17.48.070 “Tree Removal Permits”.

Initially Proposed Wording	Proposed Wording Following June 27, 2024, Planning Commission Meeting
4. When removal is determined to be necessary by fire department personnel to comply with fuel modification requirements or defensible space requirements, as detailed in a defensible space inspection/report.	4. When removal is determined to be necessary ~~by fire department personnel~~ to comply with fuel modification requirements or <u>to meet</u> defensible space requirements, as ~~detailed in a defensible space inspection/report~~ <u>described in CAL FIRE Guidelines</u> .

CAL FIRE has published and maintains resources with well-defined defensible space recommendations. The intent of this revised exception is to allow property owners to ensure their properties are fire ready while limiting the need for permits if work is done in accordance with these guidelines. The Planning Commission ultimately expressed a consensus that the proposed zoning code amendment was a vast improvement over the current regulations and reaffirmed their recommendation for the City Council to adopt the proposed ordinance.

DISCUSSION

The City currently has three primary municipal code sections pertaining to trees and their preservation and removal. Section 17.12.060 pertains to tree preservation requirements, Section 17.12.065 pertains to oak tree loss mitigation requirements, and Section 17.48.070 pertains to the City’s tree removal permit requirements. Section 17.12.065 “Oak Tree Loss Mitigation” was added to the Oroville Municipal Code in 2015 as part of the larger “Oroville Sustainability Code Updates”; a collection of updates to bring the

City's zoning code and planning documents in compliance with the 2030 General Plan that was adopted on June 2, 2009.

These three code sections are intended to work in coordination with each other, however, they currently lack clear and proper cross-referencing, and, in the case of Section 17.12.065 "Oak Tree Loss Mitigation," contain burdensome regulations and a lack of detailed exceptions for routine maintenance or the protection of property and public safety. Based on direction received from the City Council, staff began preparing an update to the City's oak tree mitigation regulations to simplify the overall regulations found within Section 17.12.065 of the OMC. Staff researched the cities of Chico, Rocklin, Roseville, Folsom, Fremont, and the County of Butte to further analyze how each jurisdiction approached tree removal permits and mitigation requirements and compare how the City's current regulations compared. Staff found that the City's current regulations were similar to the jurisdictions researched, however, the City's regulations had a more burdensome replacement ratio of 2 inches of oak tree for every 1 inch removed and a lack of clearly outlined exceptions to the mitigation requirements.

Under the current regulations, a permit is required to remove a tree under the following circumstances:

- An oak tree with a single main trunk that is 6 inches or greater dbh.
- An oak tree with multiple trunks that are an aggregate of 10 inches or greater dbh.
- Any tree on public property.
- Any tree on private property that is 24 inches or greater dbh.

The removal of a tree that does not meet the aforementioned size requirements does not require a permit. Staff are proposing to expand the list of exceptions to the tree removal permit and mitigation for the removal of trees meeting the size criteria set forth in code. The following table compares the existing exceptions allowed by code and the exceptions proposed under this zoning code amendment.

Existing Exceptions – Non-Oak Trees	Existing Exceptions – Oak Trees	Proposed Exceptions under this Ordinance
None. There are no exceptions.	Mitigation is not required for trees removed due to poor tree health or because removal furthers urban forestry or land management practices that support the health of native plans communities, as determined by the	The removal of any of the following tree species: Ailanthus, Chinese Tallow, Fremont Cottonwood or Poplar, Privet, Box Elder, Eucalyptus, Silver Wattle, Black Acacia, English Hawthorn, Red Gum, Tasmanian Blue Gum, Edible Fig, English Holly, Cherry Plum, Black Locust,

	director of parks and trees or designee	Peruvian Peppertree, Brazilian Peppertree, Palm, Western Catalpa, Chinese Elm or Winged Elm; or fruit and nut trees.
		When a tree is damaged and the city administrator, director of public works, director of community development, public safety personnel, code enforcement officer, or their designees has determined that its immediate removal is necessary to protect persons from imminent personal injury or to prevent imminent and substantial damage to property.
		Removal of an interior live oak, unless meeting the criteria for classification as a heritage tree
		When removal is determined to be necessary by fire department personnel actively engaged in fighting a fire.
		When removal is determined to be necessary to comply with fuel modification requirements or to meet defensible space requirements, as described in CAL FIRE Guidelines
		When removal is determined as necessary by the property owner's insurance provider, as detailed in an insurance report or other

		formal correspondence, to maintain homeowners' insurance coverage
		Routine trimming, pruning, or maintenance which does not cause damage or death of a tree
		Removal of a tree that is dead, dying, or in poor health as determined by a certified arborist
		Removal of a tree on a property developed with a single-family dwelling unit, provided that the following criteria is met: The developed lot is not greater than 20,000 square feet in area and is zoned either RR-20, RR-10, RL, R-1, or R-2. The developed lot is located outside of the Foothill Overlay (F-O) district. If the developed lot is located within the Foothill Overlay (F-O) district, the tree(s) proposed to be removed must be located outside of a setback area abutting a street

Mitigation Option – In-Lieu Fee

Mitigation is required when an oak tree meeting the size criteria of code (6 inches dbh single trunk, 10 inches dbh multiple trunks) is removed. Mitigation is NOT required if a non-oak tree species is removed.

One of the mitigation options allowed by the oak tree ordinance is the payment of an in-lieu fee. The City does not currently have an in-lieu fee established within the City's fee schedule. Based on correspondence from the City's arborist/parks, streets, and trees

supervisor, Staff proposes an in-lieu fee set at \$220 per inch that needs to be mitigated. This is broken down as \$55-\$60 for a 15-gallon tree, with an average of 2 crew hours (\$75 an hour per crew member) spent to plant the tree, stake it, etc. plus \$10 for miscellaneous expenses such as tree stakes.

The Planning Commission conducted a public hearing at a special meeting on November 16, 2023, and adopted Resolution No. 2023-20 by a vote of 4-0, with three commissioners absent, recommending that the City Council adopt the proposed ordinance.

The table in **Attachment 3** summarizes the changes proposed under ZC 23-03.

ENVIRONMENTAL REVIEW

Zoning Code Amendment ZC23-03 is not subject to the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of Environment). These exemptions cover actions taken to assure the maintenance, restoration, enhancement, or protection of natural resources or the environment where the regulatory process involves procedures for the protection of the environment. The proposed amendments to the OMC maintain regulations requiring permits for the removal of trees, including oak trees, meeting specific size criteria outlined in Title 17. Exceptions to permits and mitigation are limited to include routine tree maintenance, or when removal is determined as necessary to protect life, prevent damage to property, or for purposes of fuel management, while minimizing the removal of mature heritage trees. The proposed Zoning Code Amendment also is not subject to CEQA pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

FISCAL IMPACT

There is minimal fiscal impact associated with the recommended actions.

RECOMMENDATION

- 1. Approve Ordinance No. 1877 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.12.060 "TREE PRESERVATION", SECTION 17.12.065 "OAK TREE LOSS MITIGATION", AND SECTION 17.48.070 "TREE REMOVAL PERMITS"**
- 2. Adopt Resolution No. 9213 amending the City's master schedule of user and regulatory fees by adding an Oak Tree Mitigation In-Lieu Fee to the Planning Fees**

ATTACHMENTS

1. Ordinance No. 1877

2. Resolution No. 9213
3. Summary Table of Changes
4. Ordinance with Track Changes

Attachment 1

**CITY OF OROVILLE
ORDINANCE NO. 1877**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING
SECTION 17.12.060 “TREE PRESERVATION”, SECTION 17.12.065 “OAK TREE
LOSS MITIGATION”, AND SECTION 17.48.070 “TREE REMOVAL PERMITS”**

WHEREAS, the City of Oroville has prepared an Ordinance to amend Section 17.12.060 “Tree Preservation”, Section 17.12.065 “Oak Tree Loss Mitigation”, and Section 17.48.070 “Tree Removal Permits”; and

WHEREAS, the Oroville 2030 General Plan sets forth goals, objectives, and policies to protect, manage, and expand urban forestry and native vegetation while also considering public safety; and

WHEREAS, the City of Oroville currently requires tree removal permits to protect the City’s mature trees and a tree removal permit must be obtained prior to the removal of a protected tree, including native oak trees; and

WHEREAS, OMC Section 17.12.065 establishes regulations to protect native oak trees and outlines requirements for mitigation when removed; and

WHEREAS, City Staff identified challenges in implementing the current oak tree mitigation code as written and received direction from the City Council to identify opportunities to address those challenges; and

WHEREAS, the proposed amendments to OMC Section 17.12.065 include expanding the exceptions to the permit and mitigation requirements and simplifying the mitigation replacement ratio; and

WHEREAS, amendments are also proposed to Sections 17.12.060 and 17.48.070; and

WHEREAS, the Oroville Development Review Committee reviewed the proposed amendments at their regular meeting on September 14th, 2023; and

WHEREAS, the Oroville Planning Commission held a workshop at their September 28, 2023, meeting requesting modifications to the proposed ordinance and subsequently held a special meeting on November 16, 2023, and recommends that the City Council adopt the proposed changes to Section 17.12.060, Section 17.12.065, and Section 17.48.070; and

WHEREAS, the City Council conducted a public hearing and introduced by title only the proposed ordinance and requested additional minor modifications relating to permit exceptions; and

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

WHEREAS, adoption of this Ordinance is not subject to the provisions of the California Environmental Quality Act (“CEQA”) pursuant to Section 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of Environment). These exemptions cover actions taken to assure the maintenance, restoration, enhancement, or protection of natural resources or the environment where the regulatory process involves procedures for the protection of the environment. The proposed amendments to the OMC maintain regulations requiring permits for the removal of trees, including oak trees, meeting specific size criteria outlined in Title 17. Exceptions to permits and mitigation are limited to include routine tree maintenance, or when removal is determined as necessary to protect life, prevent damage to property, or for purposes of fuel management, while minimizing the removal of mature heritage trees. The proposed Zoning Code Amendment also is not subject to CEQA pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and

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

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

SECTION 1: Findings.

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

Section 2: Amendment to the Oroville Municipal Code Section 17.12.060 (Tree Preservation)

The Oroville Municipal Code Section 17.12.060 (Tree Preservation) is hereby repealed and amended to read as follows:

17.12.060 RESERVED

Section 3: Amendment to the Oroville Municipal Code Section 17.12.065 (Oak Tree Loss Mitigation)

The Oroville Municipal Code Section 17.12.065 (Oak Tree Loss Mitigation) is hereby amended to read as follows:

17-12.065 Oak Tree Loss Mitigation

A. **Purpose.**

Oroville's native oak trees provide wildlife habitat, control erosion, maintain water flow and quality, moderate temperatures, improve air quality, and contribute to the aesthetic character of the area. The purpose of this section is to preserve Oroville's valuable native oak trees by protecting them during grading and construction, minimizing their removal, replacing them when removal is approved, and monitoring them to ensure that they are maintained.

B. **Applicability.** The requirements of this section apply to any native oak tree on public or private land with the following minimum diameter at breast height (dbh) (i.e., 4.5 feet from the ground):

1. Single main trunk: 6 inches.
2. Multiple trunks (in aggregate): 10 inches.
3. Heritage Tree: 24 inches

"Native oak tree" means an oak tree that is native to Butte County's natural oak communities, including valley oak, black oak, blue oak, and canyon oak. Interior live oak, while native to Butte County, is not included in this definition and their removal is not subject to the requirements of this section unless meeting the criteria for classification as a heritage tree.

C. **Permits Required.**

1. **Tree Removal.** The city requires a tree removal permit in accordance with Section 17.48.070 to remove any oak tree that meets the applicability criteria above in subsection B (Applicability). The property owner must file a tree survey and an oak tree preservation plan with the community development department before the city will issue a permit. The plan shall describe all efforts to preserve trees to the extent feasible, replace trees that are removed, and maintain replacement trees. In addition, the plan shall address replacing any replacement trees that do not survive.
2. **Grading.** Grading projects shall retain oak trees wherever possible. To receive a grading permit, applicants must address oak tree preservation in their grading plan by identifying methods to:
 - a. Identify trees to be retained, through flagging or other obvious marking methods, prior to any grading.
 - b. Avoid compaction of the root zone and mechanical damage to trunks and limbs by installing temporary fencing along the outermost edge of the dripline of each retained tree or group of trees.
 - c. Avoid trenching within driplines of retained trees. Any required utility line poles within the dripline should be installed by boring or drilling through the soil.
3. **Heritage Trees.**

- a. Grading, filling, trenching, paving, irrigation, and landscaping plans shall avoid the removal of or damage to the health of a heritage tree.
 - b. A heritage tree may only be removed when approved as appropriate by a certified arborist, and upon receiving a tree removal permit in accordance with subsection (C)(1).
- D. **Mitigation Options.** An applicant who has received a tree removal permit shall mitigate the removal by completing one or a combination of the following options, as well as paying a monitoring fee per tree as set by the city council.
 - 1. **On-Site Replacement.** Where physically feasible, a tree removed under a tree removal permit shall be replaced on the same property, in accordance with the standards in subsection F (Replacement Standards).
 - 2. **In-Lieu Fee.** When replacing a tree on site is not feasible, an applicant granted a tree removal permit may pay an in-lieu fee as set by the city council.
 - 3. **Off-Site Replacement.** When replacing a tree on site is not feasible, an applicant granted a tree removal permit may plant replacement trees off site if:
 - a. The off-site location is permanently protected under a conservation easement that includes a maintenance plan that meets the requirements in subsection F (Replacement Standards).
 - b. The off-site location is appropriate for oak tree plantings, as determined by the director of public works or designee.
 - c. The off-site location is sufficient to plant and maintain replacement trees in accordance with the standards in subsection F (Replacement Standards).
- E. **Exceptions to Permits and Mitigation Requirements.** Exceptions to permit and mitigation requirements shall be as specified in Section 17.48.070.
- F. **Replacement Standards.** Replacement trees must meet the following standards.
 - 1. **Replacement Ratio.** Each inch in dbh of oak removed shall be replaced by 1 inch of native oaks (1:1 ratio), using trees planted at a minimum size of 15 gallons.
 - 2. **Timeframe.** The schedule for planting of the replacement trees shall be subject to approval by the review authority as detailed in Section 17.48.070(C)(3).
 - 3. **Maintenance.** The applicant is responsible for protecting the health of a replacement tree. Replacement trees shall be irrigated in accordance with Oroville Municipal Code Section 17.12.050 (Landscaping standards). A replacement tree that dies within 5 years shall be replaced on a one-to-one basis.

4. **Monitoring.** The applicant shall monitor the replacement tree and report its health status to the community development department annually, or upon request, for 5 years following planting.
 5. **Damage.** Purposeful damaging or neglect of a replacement tree will invalidate the tree removal permit.
- G. **Oak Tree Maintenance Fund.** The city shall place in-lieu tree-removal fees in an oak tree maintenance fund to be expended only for the following:
1. **Planting New Trees.** Planting oak trees on public and private property within Oroville. These expenditures may include purchasing and planting trees, preparing the land for planting, and installing irrigation improvements. Private property owners may apply to have an oak tree planted on their property at public expense, provided the expense does not exceed the in-lieu fee amount.
 2. **Maintaining Existing Trees.** Caring for and preserving existing oak trees on public property or easements.
- H. **Monitoring.** The community development department shall prepare an annual report that addresses the following topics:
1. **Tree Inventory.** The report shall inventory all replacement trees, including their type and health status, as reported by an applicant.
 2. **Fund Accounting.** The report shall account for the balance in the oak tree mitigation fund and summarize the use to which the fund was put during the preceding year.
- I. **Fines.** The city may issue a fine for the destruction of an oak tree in violation of this section. Fines may be as high as the cost to replace and maintain up to 3 times the number of trees required by this section. The city shall deposit funds received from fines in the oak tree mitigation fund. (Ord. 1819 § 3, 2017).

Section 4: Amendment to the Oroville Municipal Code Section 17.48.070 (Tree Removal Permits)

The Oroville Municipal Code Section 17.48.070 (Tree Removal Permits) is hereby amended to read as follows:

17-48.070 Tree Removal Permits

- A. **Purpose.** The purpose of requiring tree removal permits is to preserve the city's mature trees by placing appropriate restrictions on their removal, while also allowing the removal of trees when necessary to protect the health, safety and welfare of the public.
- B. **Applicability.** The removal of any protected tree requires approval of a tree removal permit. The requirements of this section shall apply to any protected tree.
1. A protected tree is defined as:

- a. Any tree on public property; or
 - b. Any tree on private property that has a trunk diameter of at least 24 inches at 54 inches above grade.
 - c. An oak tree meeting the criteria of Section 17.12.065.
 - 2. A protected tree does not include the following species: Ailanthus, Chinese Tallow, Fremont Cottonwood or Poplar, Privet, Box Elder, Eucalyptus, Silver Wattle, Black Acacia, English Hawthorn, Red Gum, Tasmanian Blue Gum, Edible Fig, English Holly, Cherry Plum, Black Locust, Peruvian Peppertree, Brazilian Peppertree, Palm, Western Catalpa, Chinese Elm or Winged Elm; or fruit and nut trees.
- C. Exceptions to Permits and Mitigation Requirements.** A tree removal permit or mitigation shall not be required for the following circumstances:
- 1. When a tree is damaged and the city administrator, director of public works, director of community development, public safety personnel, code enforcement officer, or their designees has determined that its immediate removal is necessary to protect persons from imminent personal injury or to prevent imminent and substantial damage to property.
 - 2. Removal of an interior live oak, unless meeting the criteria for classification as a heritage tree.
 - 3. When removal is determined to be necessary by fire department personnel actively engaged in fighting a fire.
 - 4. When removal is determined to be necessary to comply with fuel modification requirements or to meet defensible space requirements, as described in CAL FIRE Guidelines.
 - 5. When removal is determined as necessary by the property owner's insurance provider, as detailed in an insurance report or other formal correspondence, to maintain homeowners' insurance coverage.
 - 6. Routine trimming, pruning, or maintenance which does not cause damage or death of a tree.
 - 7. Removal of a tree that is dead, dying, or in poor health as determined by a certified arborist.
 - 8. Removal of a tree on a property developed with a single-family dwelling unit, provided that the following criteria is met:
 - a. The developed lot is not greater than 20,000 square feet in area and is zoned either RR-20, RR-10, RL, R-1, or R-2.
 - b. The developed lot is located outside of the Foothill Overlay (F-O) district.

- (1) If the developed lot is located within the Foothill Overlay (F-O) district, the tree(s) proposed to be removed must be located outside of a setback area abutting a street.

D. Application.

1. Application for a tree removal permit shall be made in a form prescribed by the zoning administrator and accompanied by a fee established by resolution of the city council. Only the owner of the site or their authorized agent may apply for a tree removal permit.
2. The application for a tree removal permit shall include a map depicting the location, size and type of all trees within or immediately adjacent to the subject property. The map shall also depict any permanent buildings or structures on the subject property.
3. The review authority for a tree removal permit shall be determined as follows:
 - a. For trees on public property, unless the removal is associated with a proposed development that requires planning commission approval, the director of public works or designee shall be responsible for issuing tree removal permits.
 - b. For trees on private property, unless the removal is associated with a proposed development that requires planning commission approval, the zoning administrator shall be responsible for issuing tree removal permits.
 - c. For any proposed development that requires planning commission approval, the planning commission shall review the trees being removed, and approval of the project shall also be approval to remove all specified trees.

E. Required Findings.

1. A tree removal permit shall not be issued unless the review authority finds, based on substantial evidence, that the owner has demonstrated that the removal is necessary in order to accomplish any one of the following objectives:
 - a. To ensure public safety as it relates to the health of the tree, potential hazard to life or property, and proximity to existing or proposed structures, and interference with utilities or sewers.
 - b. To allow reasonable enjoyment of the property, including sunlight access and the right to develop the property.
 - c. To pursue good, professional practices of forestry or landscape design.

2. Any action regarding the issuance of a tree removal permit may be appealed, as provided in Section 17.56.100. Subject trees shall not be removed prior to the completion of the required appeal period. (Ord. 1749 § 4; Ord. 1762 § 12)
- F. **Removal Without a Permit.** No person shall remove, cause to be removed, or effectively remove any tree from any property which is subject without first obtaining a tree removal permit, unless otherwise provided by the exceptions of this section (Ord. 1749 § 4).

Section 5: Environmental Determination.

Zoning Code Amendment ZC23-03 is not subject to the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of Environment). These exemptions cover actions taken to assure the maintenance, restoration, enhancement, or protection of natural resources or the environment where the regulatory process involves procedures for the protection of the environment. The proposed amendments to the OMC maintain regulations requiring permits for the removal of trees, including oak trees, meeting specific size criteria outlined in Title 17. Exceptions to permits and mitigation are limited to include routine tree maintenance, or when removal is determined as necessary to protect life, prevent damage to property, or for purposes of fuel management, while minimizing the removal of mature heritage trees. The proposed Zoning Code Amendment also is not subject to CEQA pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Section 6: Severability.

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

Section 7: Effective Date.

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

PASSED AND APPROVED by the City Council of the City of Oroville at a regular meeting held on this 3rd day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

Attachment 2

RESOLUTION NO. 9213

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING THE CITY'S MASTER SCHEDULE OF USER AND REGULATORY FEES PERTAINING TO THE ADDITION OF AN IN-LIEU FEE FOR OAK TREE MITIGATION

WHEREAS, user and regulatory fees are established by the City Council; and

WHEREAS, on February 21, 2023, the City Council conducted a public hearing and adopted Resolution No. 9127, adopting an updated schedule of user and regulatory fees; and

WHEREAS, OMC Section 17.12.065(D)(2) allows an applicant granted a tree removal permit to pay an in-lieu fee as set by the city council; and

WHEREAS, the City's master schedule of user and regulatory fees does not contain said in-lieu fee for oak tree mitigation; and

WHEREAS, in-lieu tree-removal fees shall be placed in an oak tree maintenance fund to be expended only for planting new oak trees and maintaining existing oak trees; and

WHEREAS, City Staff examined the cost of planting an oak tree and propose an in-lieu fee of \$220 per inch of oak tree requiring mitigation; and

WHEREAS, the in-lieu fee of \$220 per inch of oak tree requiring mitigation is broken down as up to \$60 for a 15-gallon tree; \$75 per crew member, with an average of 2 crew hours spent planting the tree; and \$10 for tree stakes and miscellaneous expenses; and

WHEREAS, the Planning Commission of the City of Oroville at a special meeting on November 16, 2023, adopted Resolution No. 2023-20 recommending that the City Council adopt an in-lieu fee of \$220 per inch of oak tree requiring mitigation; and

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

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

SECTION 1. The City Council of the City of Oroville adopts and finds as true and correct the aforementioned recitals and incorporates them herein as findings.

SECTION 2. The City Council hereby adopts the amended master schedule of user and regulatory fees by adding an in-lieu fee of \$220 per inch of oak tree requiring mitigation to the Planning Fees.

SECTION 3. California Government Code Section 66017, which outlines procedures for adopting fees, any new or increased development fees adopted by the City Council shall go into effect not sooner than 60 days after adoption. Consequently, the proposed amendment shall have an effective date of October 19, 2024.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on this 3rd day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

Attachment 3

Key:

- **Strikethrough** – current provision to be deleted and/or replaced
- **“Red Text”** – New or Moved Standard

Current Code Requirements	Proposed Amendment	Purpose of Amendment
17.12.060 Tree Preservation C. Applicability. ~~The requirements of this section shall apply to any protected tree.~~ ~~A protected tree is defined as:~~ ~~Any tree on public property; or~~ ~~Any tree on private property that has a trunk diameter of at least 24 inches at 54 inches above grade.~~ ~~Permit Required. The removal of any protected tree requires approval of a tree removal permit, as provided in Section 17.48.070.~~ ~~Removal Without a Permit. If personal injury or property damage is imminently threatened, the fire chief, the chief of police or the zoning administrator may authorize the removal of a protected tree without obtaining the required permit. The removal shall be~~		Combine this section regulations with Section 17.48.070 to minimize cross referencing.

~~reported to the zoning administrator within 5 business days.~~		
17.12.65 Oak Tree Loss Mitigation A. Purpose. Oroville's native oak trees provide wildlife habitat, control erosion, maintain water flow and quality, moderate temperatures, improve air quality, and contribute to the aesthetic character of the area. The purpose of this section is to preserve Oroville's valuable native oak trees by protecting them during grading and construction, minimizing their removal, replacing them when removal is approved, and monitoring them to ensure that they are maintained. C. Applicability. The requirements of this section apply to any native oak tree on public or private land with the following minimum diameter at breast height (dbh) (i.e., 4.5 feet from the ground): 1. Single main trunk: 6 inches. 2. Multiple trunks (in aggregate): 10 inches. 3. Heritage Tree: 24 inches "Native oak tree" means an oak tree that is native to Butte County's natural oak communities, including valley oak, black oak, blue oak, and canyon oak. Interior live oak, while native to Butte	Added heritage trees to the list of applicability.	Heritage tree is currently defined within the Oroville Municipal Code as any tree with a 24-inch diameter at breast height (dbh) or greater. Adding heritage tree to this code section minimizes the need to refer back to the definitions and allows for the reader to know what a heritage tree is when this code section later talks about heritage trees. At their September 28, 2023, meeting, the Planning Commission expressed a desire to exempt non

County, is not included in this definition and their removal is not subject to the requirements of this section unless meeting the criteria for classification as a heritage tree.

C. Permits Required.

1. **Tree Removal.** The city requires a tree removal permit in accordance with Section 17.48.070 to remove any oak tree that meets the applicability criteria above in subsection B (Applicability). The property owner must file a tree survey and an oak tree preservation plan with the community development department before the city will issue a permit. The plan shall describe all efforts to preserve trees to the extent feasible, replace trees that are removed, and maintain replacement trees. In addition, the plan shall address replacing any replacement trees that do not survive.
2. **Grading.** Grading projects shall retain oak trees wherever possible. To receive a grading permit, applicants must address oak tree preservation in their grading plan by identifying methods to:
 - a. Identify trees to be retained, through flagging or other obvious marking methods, prior to any grading.

Removed interior live oak from the applicability of the definition “native oak tree” unless meeting the criteria of a heritage tree (24 inches dbh or greater).

Added proper code referencing to the City’s tree removal permit code section.

heritage interior live oaks from the requirements of this section. The intent was to address the heavy presence of volunteer interior live oaks that take hold and tend to grow rapidly with the goal of exempting them to encourage fire-safe landscape practices.

Clarifies that the permitting process is in accordance with Section 17.48.070.

- b. Avoid compaction of the root zone and mechanical damage to trunks and limbs by installing temporary fencing along the outermost edge of the dripline of each retained tree or group of trees.
- c. Avoid trenching within driplines of retained trees. Any required utility line poles within the dripline should be installed by boring or drilling through the soil.

3. **Heritage Trees.**

- a. Grading, filling, trenching, paving, irrigation, and landscaping plans shall avoid the removal of or damage to the health of a heritage tree.
- b. A heritage tree may only be removed when approved as appropriate by a certified arborist, and upon receiving a tree removal permit in accordance with subsection (C)(1).

C. Mitigation Options. An applicant who has received a tree removal permit shall mitigate the removal by completing one or a combination of the following options, as well as paying a monitoring fee per tree as set by the city council.

1. On-Site Replacement. Where physically feasible, a tree removed under a tree removal permit shall be replaced on the same property, in accordance with the standards in subsection F (Replacement Standards). 1. In-Lieu Fee. When replacing a tree on site is not feasible, an applicant granted a tree removal permit may pay an in-lieu fee as set by the city council. 2. Off-Site Replacement. When replacing a tree on site is not feasible, an applicant granted a tree removal permit may plant replacement trees off site if: a. The off-site location is permanently protected under a conservation easement that includes a maintenance plan that meets the requirements in subsection F (Replacement Standards). b. The off-site location is appropriate for oak tree plantings, as determined by the director of ~~parks and trees~~ public works or designee.	Removed “parks and trees” and replaced with “public works” director.	Updated to reflect current organization structure.
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c. The off-site location is sufficient to plant and maintain replacement trees in accordance with the standards in subsection F (Replacement Standards). C. Exceptions to Permits and Mitigation Requirements. ~~Mitigation is not required for trees removed due to poor tree health or because removal furthers urban forestry or land management practices that support the health of native plant communities, as determined by the director of parks and trees or designee.~~ Exceptions to permit and mitigation requirements shall be as specified in Section 17.48.070 C. Replacement Standards. Replacement trees must meet the following standards. 1. Replacement Ratio. Each inch in dbh of oak removed shall be replaced by ~~2~~ 1 inches of native oaks (1:1 ratio), using trees planted at a minimum size of ~~one~~ 15 gallons. ~~For example, a 6-inch dbh tree may be replaced by four 3-inch trees or 12 one-inch trees.~~ 2. Timeframe. ~~A replacement tree shall be planted within 90 days of the removal of the original tree.~~ The schedule for	Added referencing to the newly proposed exemptions in Section 17.48.070. Reduced the mitigation replacement requirements from 2 inches for every inch removed to 1 inch for every inch removed. For example, removing 50 inches of tree required 100 inches to be replaced. Now removing 50 inches would require 50 inches to be replaced Increased the minimum replacement size from one gallon to 15 gallons.	Currently this code section only allows for removal due to poor health or for best management practices. Staff have prepared an expanded list of exemptions that would be applicable to all tree types, including oak trees, and moved them to Section 17.48.070 where it was more appropriate. Simplified the replacement ratio. A one-to-one replacement ratio is more straightforward and easier to meet. Increasing the minimum replacement size helps ensure survivability and
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planting of the replacement trees shall be subject to approval by the review authority as detailed in Section 17.48.070(C)(3). 3. Maintenance. The applicant is responsible for protecting the health of a replacement tree. Replacement trees shall be irrigated in accordance with Oroville Municipal Code Section 17.12.050 (Landscaping standards). A replacement tree that dies within 5 years shall be replaced on a one-to-one basis. 4. Monitoring. The applicant shall monitor the replacement tree and report its health status to the community development department annually, or upon request, for 5 years following planting. 5. Damage. Purposeful damaging or neglect of a replacement tree will invalidate the tree removal permit. C. Oak Tree Maintenance Fund. The city shall place in-lieu tree-removal fees in an oak tree maintenance fund to be expended only for the following:	Refers to the review authority as outlined in Section 17.48.070 "Tree Removal Permits." Depending on the location of the tree removed, this is either the Director of Public Works, Zoning Administrator, or Planning Commission.	the trees tend to be larger dbh (around 1-2 inches). Allow for greater flexibility in determining when the best time may be for replacement trees to be planted. Under the current regulations, by requiring a replacement tree to be planted within 90 days of the removal of the original tree, this could result in the replacement tree being planted in substandard conditions in less-than-optimal planting times.
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1. Planting New Trees. Planting oak trees on public and private property within Oroville. These expenditures may include purchasing and planting trees, preparing the land for planting, and installing irrigation improvements. Private property owners may apply to have an oak tree planted on their property at public expense, provided the expense does not exceed the in-lieu fee amount. 2. Maintaining Existing Trees. Caring for and preserving existing oak trees on public property or easements. C. Monitoring. The community development department shall prepare an annual report that addresses the following topics: 1. Tree Inventory. The report shall inventory all replacement trees, including their type and health status, as reported by an applicant. 2. Fund Accounting. The report shall account for the balance in the oak tree mitigation fund and summarize the use to which the fund was put during the preceding year.		
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C. Fines. The city may issue a fine for the destruction of an oak tree in violation of this section. Fines may be as high as the cost to replace and maintain up to 3 times the number of trees required by this section. The city shall deposit funds received from fines in the oak tree mitigation fund. (Ord. 1819 § 3, 2017).		
17.48.070 Tree Removal Permits A. Purpose. The purpose of requiring tree removal permits is to preserve the city's mature trees by placing appropriate restrictions on their removal, while also allowing the removal of trees when necessary to protect the health, safety and welfare of the public. B. Applicability. The removal of any protected tree requires approval of a tree removal permit. The requirements of this section shall apply to any protected tree. 1. A protected tree is defined as: - Any tree on public property; or - Any tree on private property that has a trunk diameter of at least 24 inches at 54 inches above grade. - An oak tree meeting the criteria of Section 17.12.065.	Added applicability which was previously in a separate section (Sections 17.12.060 and 17.12.065) Created a new list of trees that do not require a permit to remove.	Combined multiple sections together that inferred that removal of trees required a tree removal permit to minimize cross referencing and the need to look at multiple code sections. The City Council at their January 2,

2. A protected tree does not include the following species: Ailanthus, Chinese Tallow, Fremont Cottonwood or Poplar, Privet, Box Elder, Eucalyptus, Silver Wattle, Black Acacia, English Hawthorn, Red Gum, Tasmanian Blue Gum, Edible Fig, English Holly, Cherry Plum, Black Locust, Peruvian Peppertree, Brazilian Peppertree, Palm, Western Catalpa, Chinese Elm or Winged Elm; or fruit and nut trees. C. Exceptions to Permits and Mitigation Requirements. A tree removal permit or mitigation shall not be required for the following circumstances: 1. When a tree is damaged and the city administrator, director of public works, director of community development, public safety personnel, code enforcement officer, or their designees has determined that its immediate removal is necessary to protect persons from imminent personal injury or to prevent imminent and substantial damage to property. 2. Removal of an interior live oak, unless meeting the criteria for classification as a heritage tree.	Added a list of exemptions where a tree removal permit or mitigation would not be required.	2024, meeting expressed desire to see a list of tree species that do not require a permit to remove. This list encompasses trees that are either non-native, invasive, pose a high fire threat, or are not of explicit value as a habitat. Currently there are no exemptions of any kind for the removal of trees that require a permit. This proposed list of exemptions would apply to all trees subject to this code section, which include any tree on public property, any tree on private property that is
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3. When removal is determined to be necessary by fire department personnel actively engaged in fighting a fire.
4. When removal is determined to be necessary to comply with fuel modification requirements or to meet defensible space requirements, as described in CAL FIRE Guidelines.
5. When removal is determined as necessary by the property owner's insurance provider, as detailed in an insurance report or other formal correspondence, to maintain homeowners' insurance coverage.
6. Routine trimming, pruning, or maintenance which does not cause damage or death of a tree.
7. Removal of a tree that is dead, dying, or in poor health as determined by a certified arborist.
8. Removal of a tree on a property developed with a single-family dwelling unit, provided that the following criteria is met:
 - a. The developed lot is not greater than 20,000 square feet in area and is zoned either RR-20, RR-10, RL, R-1, or R-2.
 - b. The developed lot is located outside of the Foothill Overlay (F-O) district.
 - (1). If the developed lot is located within the Foothill

considered a heritage tree (24 inches dbh or greater), or an oak tree that is 6 inches (single trunk), 12 inches (multiple trunk), or a heritage oak tree (24 inches).

The proposed exemptions include provisions allowing for the removal for fire safety, in order to maintain homeowners' insurance coverage, and properties that are developed with a single-family home meeting certain lot size criteria. Under the current regulations, these property owners are required to obtain a tree

Overlay (F-O) district, the tree(s) proposed to be removed must be located outside of a setback area abutting a street.

D. Application.

1. Application for a tree removal permit shall be made in a form prescribed by the zoning administrator and accompanied by a fee established by resolution of the city council. Only the owner of the site **or their authorized agent** may apply for a tree removal permit.
2. The application for a tree removal permit shall include a map depicting the location, size and type of all trees within or immediately adjacent to the subject property. The map shall also depict any permanent buildings or structures on the subject property.
3. The review authority for a tree removal permit shall be determined as follows:
 - a. For trees on public property, unless the removal is associated with a proposed development that requires planning commission approval, the director of ~~parks and trees~~ **public works or designee**

Added a provision allowing for an authorized agent (contractor, architect, family member, company, etc.) to apply for a tree removal permit.

removal permit regardless of circumstances for a tree that is 24 inches dbh or greater.

This is common practice with most applications submitted to the City.

shall be responsible for issuing tree removal permits. b. For trees on private property, unless the removal is associated with a proposed development that requires planning commission approval, the zoning administrator shall be responsible for issuing tree removal permits. c. For any proposed development that requires planning commission approval, the planning commission shall review the trees being removed, and approval of the project shall also be approval to remove all specified trees. E. Required Findings. 1. A tree removal permit shall not be issued unless the review authority finds, based on substantial evidence, that the owner has demonstrated that the removal is necessary in order to accomplish any one of the following objectives: a. To ensure public safety as it relates to the health of the tree, potential hazard to life or property, and proximity to existing or	Removed “parks and trees” and replaced with “public works” director.	Updated to reflect current organizational structure
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proposed structures, and interference with utilities or sewers. b. To allow reasonable enjoyment of the property, including sunlight access and the right to develop the property. c. To pursue good, professional practices of forestry or landscape design. 2. Any action regarding the issuance of a tree removal permit may be appealed, as provided in Section 17.56.100. Subject trees shall not be removed prior to the completion of the required appeal period. (Ord. 1749 § 4; Ord. 1762 § 12) F. Removal Without a Permit. No person shall remove, cause to be removed, or effectively remove any tree from any property which is subject to this section without first obtaining a tree removal permit, unless otherwise provided by the exceptions of this section.	Added provisions for removal without a permit that was previously in Section 17.12.060.	Added from a different code section that is proposed to be removed. No change in wording from what is currently adopted.
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Attachment 4

SECTION 17-12.060**TREE PRESERVATION**~~17-12.060 — Tree Preservation~~~~A. — Applicability.~~

- ~~1. — The requirements of this section shall apply to any protected tree.~~
- ~~2. — A protected tree is defined as:
 - ~~a. — Any tree on public property; or~~
 - ~~b. — Any tree on private property that has a trunk diameter of at least 24 inches at 54 inches above grade.~~~~
- ~~3. — **Permit Required.** The removal of any protected tree requires approval of a tree removal permit, as provided in Section 17.48.070.~~
- ~~4.1. — **Removal Without a Permit.** If personal injury or property damage is imminently threatened, the fire chief, the chief of police or the zoning administrator may authorize the removal of a protected tree without obtaining the required permit. The removal shall be reported to the zoning administrator within 5 business days. (Ord. 1749 § 4)~~

SECTION 17-12.065**OAK TREE LOSS MITIGATION****17-12.065 Oak Tree Loss Mitigation****A. Purpose.**

Oroville's native oak trees provide wildlife habitat, control erosion, maintain water flow and quality, moderate temperatures, improve air quality, and contribute to the aesthetic character of the area. The purpose of this section is to preserve Oroville's valuable native oak trees by protecting them during grading and construction, minimizing their removal, replacing them when removal is approved, and monitoring them to ensure that they are maintained.

B. Applicability. The requirements of this section apply to any native oak tree on public or private land with the following minimum diameter at breast height (dbh) (i.e., 4.5 feet from the ground):

1. Single main trunk: 6 inches.
2. Multiple trunks (in aggregate): 10 inches.
- ~~2.3.~~ Heritage Tree: 24 inches

"Native oak tree" means an oak tree that is native to Butte County's natural oak communities, including valley oak, black oak, blue oak, ~~interior live oak~~, and canyon oak. Interior live oak, while native to Butte County, is not included in this definition and their removal is not subject to the requirements of this section unless meeting the criteria for classification as a heritage tree.

C. Permits Required.

1. **Tree Removal.** The city requires a tree removal permit in accordance with Section 17.48.070 to remove any oak tree that meets the applicability criteria above in subsection B (Applicability). The property owner must file a tree survey and an oak tree preservation plan with the community development department before the city will issue a permit. The plan shall describe all efforts to preserve trees to the extent feasible, replace trees that are removed, and maintain replacement trees. In addition, the plan shall address replacing any replacement trees that do not survive.
2. **Grading.** Grading projects shall retain oak trees wherever possible. To receive a grading permit, applicants must address oak tree preservation in their grading plan by identifying methods to:
 - a. Identify trees to be retained, through flagging or other obvious marking methods, prior to any grading.
 - b. Avoid compaction of the root zone and mechanical damage to trunks and limbs by installing temporary fencing along the outermost edge of the dripline of each retained tree or group of trees.
 - c. Avoid trenching within driplines of retained trees. Any required utility line poles within the dripline should be installed by boring or drilling through the soil.
3. **Heritage Trees.**
 - a. Grading, filling, trenching, paving, irrigation, and landscaping plans shall avoid the removal of or damage to the health of a heritage tree.

- b. A heritage tree may only be removed when approved as appropriate by a certified arborist, and upon receiving a tree removal permit in accordance with subsection (C)(1).

D. **Mitigation Options.** An applicant who has received a tree removal permit shall mitigate the removal by completing one or a combination of the following options, as well as paying a monitoring fee per tree as set by the city council.

1. **On-Site Replacement.** Where physically feasible, a tree removed under a tree removal permit shall be replaced on the same property, in accordance with the standards in subsection F (Replacement Standards).
2. **In-Lieu Fee.** When replacing a tree on site is not feasible, an applicant granted a tree removal permit may pay an in-lieu fee as set by the city council.
3. **Off-Site Replacement.** When replacing a tree on site is not feasible, an applicant granted a tree removal permit may plant replacement trees off site if:
 - a. The off-site location is permanently protected under a conservation easement that includes a maintenance plan that meets the requirements in subsection F (Replacement Standards).
 - b. The off-site location is appropriate for oak tree plantings, as determined by the director of ~~parks and trees~~ public works or designee.
 - c. The off-site location is sufficient to plant and maintain replacement trees in accordance with the standards in subsection F (Replacement Standards).

~~E.—Exceptions to **Permits and Mitigation Requirements.** Mitigation is not required for trees removed due to poor tree health or because removal furthers urban forestry or land management practices that support the health of native plant communities, as determined by the director of parks and trees or designee. A tree removal permit or mitigation shall not be required for the following circumstances: Exceptions to permit and mitigation requirements shall be as specified in Section 17.48.070~~

~~—When an oak tree is damaged and the city administrator, director of public works, director of community development, public safety personnel, code enforcement officer, or their designees has determined that its immediate removal is necessary to protect persons from imminent personal injury or to prevent imminent and substantial damage to property.~~

~~—Removal of an interior live oak, unless meeting the criteria for classification as a heritage tree.~~

~~—When removal is determined to be necessary by fire department personnel actively engaged in fighting a fire.~~

~~—When removal is determined to be necessary by fire department personnel to comply with fuel modification requirements or defensible space requirements, as detailed in a defensible space inspection/report.~~

~~—When removal is determined as necessary by the property owner's insurance provider, as detailed in an insurance report or other formal correspondence, to maintain homeowners' insurance coverage.~~

- ~~— Routine trimming, pruning, or maintenance which does not cause damage or death of a tree.~~
- ~~— Removal of an oak tree that is dead, dying, or in poor health as determined by a certified arborist.~~
- ~~— Removal of an oak tree on a property developed with a single family dwelling unit, provided that the following criteria is met:~~
- ~~— The developed lot is not greater than 1020,000 square feet in area and is zoned either RR-20, RR-10, RL, R-1, or R-2.~~
- ~~— The developed lot is located outside of the Foothill Overlay (F-O) district.~~
- ~~— If the developed lot is located within the Foothill Overlay (F-O) district, the oak tree(s) proposed to be removed must be located within the rear or side yard not outside of a setback area abutting a street.~~

F. —

G.E. Replacement Standards. Replacement trees must meet the following standards.

1. **Replacement Ratio.** Each inch in dbh of oak removed shall be replaced by 2 1 inches of native oaks (1:1 ratio), using trees planted at a minimum size of one-15 gallons. ~~For example, a 6-inch dbh tree may be replaced by four 13-inch trees or 212 threeone-inch trees.~~
2. **Timeframe.** ~~A replacement tree shall be planted within 90 days of the removal of the original tree. The schedule for planting of the replacement trees shall be subject to approval by the review authority as detailed in Section 17.48.070(C)(3).~~
3. **Maintenance.** The applicant is responsible for protecting the health of a replacement tree. Replacement trees shall be irrigated in accordance with Oroville Municipal Code Section 17.12.050 (Landscaping standards). A replacement tree that dies within 5 years shall be replaced on a one-to-one basis.
4. **Monitoring.** The applicant shall monitor the replacement tree and report its health status to the community development department annually, or upon request, for 5 years following planting.
5. **Damage.** Purposeful damaging or neglect of a replacement tree will invalidate the tree removal permit.

H.F. Oak Tree Maintenance Fund. The city shall place in-lieu tree-removal fees in an oak tree maintenance fund to be expended only for the following:

1. **Planting New Trees.** Planting oak trees on public and private property within Oroville. These expenditures may include purchasing and planting trees, preparing the land for planting, and installing irrigation improvements. Private property owners may apply to have an oak tree planted on their property at public expense, provided the expense does not exceed the in-lieu fee amount.
2. **Maintaining Existing Trees.** Caring for and preserving existing oak trees on public property or easements.

17.G. **Monitoring.** The community development department shall prepare an annual report that addresses the following topics:

1. **Tree Inventory.** The report shall inventory all replacement trees, including their type and health status, as reported by an applicant.
2. **Fund Accounting.** The report shall account for the balance in the oak tree mitigation fund and summarize the use to which the fund was put during the preceding year.

17.H. **Fines.** The city may issue a fine for the destruction of an oak tree in violation of this section. Fines may be as high as the cost to replace and maintain up to 3 times the number of trees required by this section. The city shall deposit funds received from fines in the oak tree mitigation fund. (Ord. 1819 § 3, 2017).

SECTION 17-48.070**TREE REMOVAL PERMITS**

17-48.070 Tree Removal Permits

- A. **Purpose.** The purpose of requiring tree removal permits is to preserve the city's mature trees by placing appropriate restrictions on their removal, while also allowing the removal of trees when necessary to protect the health, safety and welfare of the public.
- B. **Applicability.** The removal of any protected tree requires approval of a tree removal permit. The requirements of this section shall apply to any protected tree.
1. A protected tree is defined as:
 - a. Any tree on public property; or
 - b. Any tree on private property that has a trunk diameter of at least 24 inches at 54 inches above grade.
 - c. An oak tree meeting the criteria of Section 17.12.065.
 2. A protected tree does not include the following species: Ailanthus, Chinese Tallow, Fremont Cottonwood or Poplar, Privet, Box Elder, Eucalyptus, Silver Wattle, Black Acacia, English Hawthorn, Red Gum, Tasmanian Blue Gum, Edible Fig, English Holly, Cherry Plum, Black Locust, Peruvian Peppertree, Brazilian Peppertree, Palm, Western Catalpa, Chinese Elm or Winged Elm; or fruit and nut trees.
- C. **Exceptions to Permits and Mitigation Requirements.** A tree removal permit or mitigation shall not be required for the following circumstances:
1. When a tree is damaged and the city administrator, director of public works, director of community development, public safety personnel, code enforcement officer, or their designees has determined that its immediate removal is necessary to protect persons from imminent personal injury or to prevent imminent and substantial damage to property.
 2. Removal of an interior live oak, unless meeting the criteria for classification as a heritage tree.
 3. When removal is determined to be necessary by fire department personnel actively engaged in fighting a fire.
 4. When removal is determined to be necessary by fire department personnel to comply with fuel modification requirements or to meet defensible space requirements, as detailed in a defensible space inspection/report described in CAL FIRE Guidelines.
 5. When removal is determined as necessary by the property owner's insurance provider, as detailed in an insurance report or other formal correspondence, to maintain homeowners' insurance coverage.
 6. Routine trimming, pruning, or maintenance which does not cause damage or death of a tree.
 7. Removal of a tree that is dead, dying, or in poor health as determined by a certified arborist.
 8. Removal of a tree on a property developed with a single-family dwelling unit, provided that the following criteria is met:

a. The developed lot is not greater than 20,000 square feet in area and is zoned either RR-20, RR-10, RL, R-1, or R-2.

b. The developed lot is located outside of the Foothill Overlay (F-O) district.

~~A.~~(1) If the developed lot is located within the Foothill Overlay (F-O) district, the tree(s) proposed to be removed must be located outside of a setback area abutting a street.

B.D. Application.

1. Application for a tree removal permit shall be made in a form prescribed by the zoning administrator and accompanied by a fee established by resolution of the city council. Only the owner of the site or their authorized agent may apply for a tree removal permit.
2. The application for a tree removal permit shall include a map depicting the location, size and type of all trees within or immediately adjacent to the subject property. The map shall also depict any permanent buildings or structures on the subject property.
3. The review authority for a tree removal permit shall be determined as follows:
 - a. For trees on public property, unless the removal is associated with a proposed development that requires planning commission approval, the director of ~~parks and trees~~ public works or designee shall be responsible for issuing tree removal permits.
 - b. For trees on private property, unless the removal is associated with a proposed development that requires planning commission approval, the zoning administrator shall be responsible for issuing tree removal permits.
 - c. For any proposed development that requires planning commission approval, the planning commission shall review the trees being removed, and approval of the project shall also be approval to remove all specified trees.

C.E. Required Findings.

1. A tree removal permit shall not be issued unless the review authority finds, based on substantial evidence, that the owner has demonstrated that the removal is necessary in order to accomplish any one of the following objectives:
 - a. To ensure public safety as it relates to the health of the tree, potential hazard to life or property, and proximity to existing or proposed structures, and interference with utilities or sewers.
 - b. To allow reasonable enjoyment of the property, including sunlight access and the right to develop the property.
 - c. To pursue good, professional practices of forestry or landscape design.
2. Any action regarding the issuance of a tree removal permit may be appealed, as provided in Section 17.56.100. Subject trees shall not be removed prior to the completion of the required appeal period. (Ord. 1749 § 4; Ord. 1762 § 12)

~~2.F. **Removal Without a Permit.** No person shall remove, cause to be removed, or effectively remove any tree from any property which is subject to this section without first obtaining a tree removal permit, unless otherwise provided by the exceptions of this section. If personal injury or property damage is imminently threatened, the city administrator, director of public works, director of community development, public safety personnel, code enforcement officer, or their designees may authorize the removal of a protected tree without obtaining the required permit. The removal shall be reported to the zoning administrator within 5 business days. (Ord. 1749 § 4).~~

DRAFT

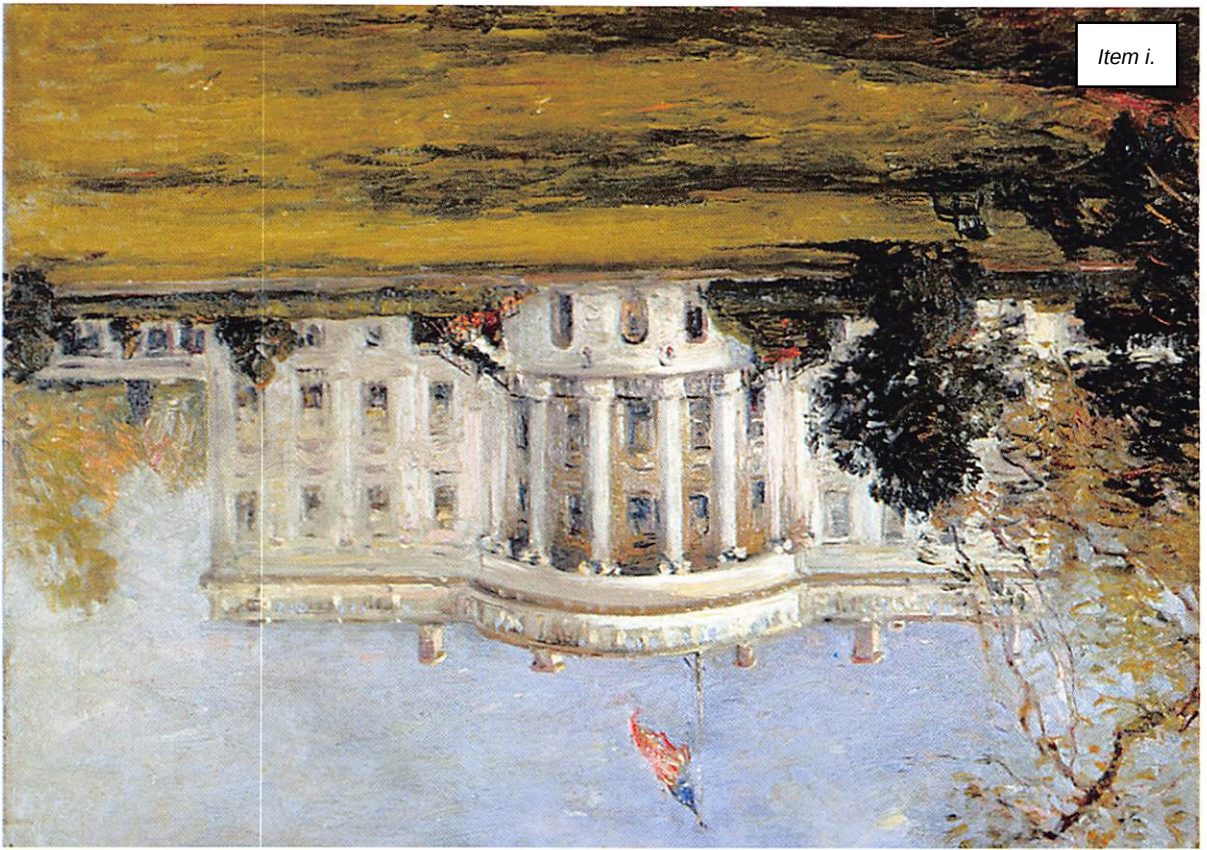
August 15, 2024

Dear Oroville City Council Members –

I just want to say how wonderful the roadwork that has been done lately.

The work done on Lower Wyandotte, Washington Ave and the Nelson off ramp have affected me personally the most.

Thanks! And keep up the good work! Sincerely, Christelle Burnett



THE WHITE HOUSE
HISTORICAL ASSOCIATION

The White House in Spring

This painting by Guy C. Wiggins is of the South Portico of the White House in springtime. The green grass and budding trees frame the White House, which has a large American flag flying above it. The White House Collection includes three paintings by Wiggins.

White House Collection/White House Historical Association



HOUSING AUTHORITY of the County of Butte

(530) 895-4474
FAX (530) 895-4459
TDD/TTY (800) 735-2929
(800) 564-2999 Butte County Only
WEBSITE: www.butte-housing.com
2039 Forest Avenue • Chico, CA 95928

Item ii.

8/22/2024

David Pittman, Mayor and City Council
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

RE: 2020 DR-MHP NOFA— Fogg Avenue Apartments

Dear Mayor Pittman and City Council Members:

We are writing this letter to notify the City of Oroville that the Housing Authority of the County of Butte (HACB) will apply for funding from the 2020 Disaster Recovery Multifamily Housing Program Notice of Funding Availability (2020 DR-MHP NOFA), administered by the California Department of Housing and Community Development (HCD), for the development of Fogg Avenue Apartments. The Fogg Avenue Apartments project will provide 18 units of affordable housing and is located at 2131 Fogg Avenue in Oroville, California.

The funding application in response to the 2020 DR-MHP NOFA will be submitted on or prior to the application deadline of September 6, 2024. The 2020 DR-MHP NOFA was published on June 28, 2024, and will be administered in adherence with the HCD DR20 Disaster Recovery Multifamily Housing Program Policies and Procedures Manual, Version 1.1, published April 2024.

Please contact me with any questions about this letter or the 2020 DR-MHP application at (530) 895-4474 x226.

Sincerely,

Larry Guanzon
Executive Director



The Housing Authority is an equal opportunity employer and housing provider.



Department of Alcoholic Beverage Control
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE
ABC 211 (6/99)

State of California

Item iii.

TO:Department of Alcoholic Beverage Control
1900 CHURN CREEK RD
STE 215
REDDING, CA 96002
(530) 224-4830

File Number: **661494**
Receipt Number: **2924676**
Geographical Code: **0404**
Copies Mailed Date: **August 20, 2024**
Issued Date:

DISTRICT SERVING LOCATION: REDDING

First Owner: GONZALEZDELACRUZ, CLEMENTE

Name of Business: LOS COMPADRES

**Location of Business: 2280 MYERS ST
OROVILLE, CA 95966**

County BUTTE

Is Premises inside city limits Yes **Census Tract: 0028.00**

**Mailing Address:(If different
from
premises address)**

Type of license(s): 47 **Dropping Partner: Yes No ☒**

Transferor's license/name: 435000 / M. K. & A., LLC

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
47 - On-Sale General Eating Place	PER/PRM	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	DBL TRF: PREMISES AND PERSON	NA	0	08/20/24	\$1,470.00
Application Fee	FEDERAL FINGERPRINTS	NA	1	08/20/24	\$24.00
Application Fee	STATE FINGERPRINTS	NA	1	08/20/24	\$39.00
47 - On-Sale General Eating Plac	MANAGER	NA	1	08/20/24	\$165.00
47 - On-Sale General Eating Plac	ANNUAL FEE	P0	0	08/20/24	\$925.00
Total					\$2,623.00

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: August 20, 2024

Applicant Name(s)

GONZALEZDELACRUZ, CLEMENTE

