OROVILLE CITY COUNCIL
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

September 16, 2025
REGULAR MEETING
CLOSED SESSION 3:30 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

1. Live Feed: https://www.youtube.com/channel/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 before 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: Chuck Reynolds, Scott Thomson, Tracy Johnstone, 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 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – Three Cases.

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. PRESENTATION FROM HOMESERVE USA FOR UTILITY SERVICE LINE PROTECTION PROGRAM

The City Council shall receive a presentation from HomeServe USA for a voluntary Service Line Protection Program. The program educates property owners on their responsibility for private water, sewer, and plumbing service lines and provides affordable options to cover unexpected repair costs.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

2. SWEARING IN OF NEW OFFICERS WITHIN THE OROVILLE POLICE DEPARTMENT

The City Council shall receive a presentation from Chief of Police, Jason Wines, regarding new officers and recently promoted personnel within the Oroville Police Department.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 9** 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. REQUEST TO OPERATE BUSINESS OUT OF RESIDENCE

The City Council shall consider allowing Henry Carlson, who resides at 205 Windward Way, to operate a business out of his residence.

ACTION REQUESTED -

APPROVE MR. CARLSON'S REQUEST TO OPERATE A HANDYMAN BUSINESS FROM HIS HOME.

2. REQUEST TO WAIVE SPECIAL EVENT FEES FOR DWR FLOATING CLASSROOMS

The Department of Water Resources (DWR) is requesting use of Bedrock Park as a raft take-out location during their 2025 program season. The request includes placement of temporary A-frame No Parking signs on designated dates to ensure safe access to the Feather River for students and participants. In recognition of the program's educational value and community benefit, staff recommends that the City Council approve a waiver of special event fees associated with this temporary park use.

ACTION REQUESTED -

APPROVE THE WAIVER OF SPECIAL EVENT FEES FOR THE FEATHER RIVER FLOATING CLASSROOM PROGRAM AND AUTHORIZING USE OF BEDROCK PARK AS THE PROGRAM'S TAKE-OUT LOCATION, WITH TEMPORARY PLACEMENT OF NO PARKING SIGNS COORDINATED TO MAINTAIN ADA ACCESS.

3. FEE WAIVER FOR MUSEUMS DURING SALMON FESTIVAL 2025

The City Council shall consider approving free admission to City Museums during the Salmon Festival on Saturday, September 27, 2025.

ACTION REQUESTED -

WAIVE MUSEUM ADMISSION FEES FOR ALL PARTICIPATING CITY MUSEUMS ON SEPTEMBER 27, 2025, IN SUPPORT OF THE SALMON FESTIVAL.

4. FEE WAIVER REQUEST BY THE OROVILLE HMONG NEW YEAR FESTIVAL COMMITTEE

The City Council shall consider a fee waiver request from the Oroville Hmong New Year Festival Committee, in the amount of $6,084, for Police Services relating to the 2025 Oroville Hmong New Year Festival, to be held October 11th and 12th at the Nelson Avenue Sports Complex.

ACTION REQUESTED -

WAIVE 65% OF THE FEES, IN THE AMOUNT OF $6,084, AND HAVE THE APPLICANT PAY THE REMAINDER OF THE FEES, IN THE AMOUNT OF $3,276.00, FOR THE 2025 OROVILLE HMONG NEW YEAR FESTIVAL.

5. AGREEMENT FOR PROFESSIONAL SERVICES WITH LAGOM TEA INFUSIONS FOR FIVE SEASONAL TEA EVENTS TO BE HELD AT THE LOTT HOME AND CHINESE TEMPLE

The City Council shall consider approving an Agreement for Professional Services between the City of Oroville and Lagom Tea Infusions to provide five seasonal tea education programs in collaboration with the City's museums at the Lott House and Chinese Temple.

ACTION REQUESTED -

APPROVE AGREEMENT NO. 3565 FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF OROVILLE AND LAGOM TEA INFUSIONS; AND AUTHORIZE THE MAYOR TO SIGN.

6. ADOPTION OF ADA COMPLAINT PROCEDURE

The City is required under the Americans with Disabilities Act (ADA) Title II and Section 504 of the Rehabilitation Act to adopt a grievance procedure. Adoption demonstrates the City's commitment to accessibility, ensures compliance with federal and state requirements, and preserves eligibility for transportation funding administered by Caltrans and the Federal Highway Administration.

ACTION REQUESTED -

ADOPT THE CITY OF OROVILLE ADA COMPLAINT PROCEDURE.

7. CITY HALL CAMERA SYSTEM

The City Council shall consider approving a contract with Tec-Com Low Voltage Solutions, Inc. for a camera surveillance system for City Hall in the amount of $45,135.00.

ACTION(S) REQUESTED -

1. **APPROVE ENTERING INTO A SERVICE CONTRACT (AGREEMENT NO. 3566) WITH TEC-COM LOW VOLTAGE SOLUTIONS INC.; AND**
2. **AUTHORIZE THE MAYOR TO SIGN.**

8. AUTHORIZATION TO PAY GOLDEN STATE FIRE FOR THE PURCHASE OF ONE PIERCE TYPE 1 FIRE ENGINE AND ONE PIERCE AERIAL LADDER TRUCK

The City Council shall consider authorizing the payment of $2,904,367.12 to Golden State Fire for the purchase of one Pierce Type 1 Fire Engine and one Pierce Aerial ladder truck.

ACTION REQUESTED -

AUTHORIZE STAFF TO PAY $2,904,367.12 TO GOLDEN STATE FIRE APPARATUS FOR THE PURCHASE OF ONE PIERCE TYPE 1 FIRE ENGINE AND ONE PIERCE AERIAL LADDER TRUCK.

9. APPROVAL OF 09.02.2025 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the regular meeting minutes from the 09.02.2025 City Council meeting.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

10. RECOMMENDATION FOR APPOINTMENT OF DACOTA QUINN TO THE OROVILLE PARK COMMISSION

The City Council shall consider appointing Dacota Quinn to serve on the Oroville Park Commission with a term of September 16, 2025 – September 16, 2030.

ACTION REQUESTED -

APPOINT DACOTA QUINN TO SERVE ON THE OROVILLE PARK COMMISSION WITH A TERM OF SEPTEMBER 16, 2025 – SEPTEMBER 16, 2030.

11. AGREEMENT WITH COMCATE FOR CODE ENFORCEMENT SOFTWARE

The City Council shall consider approving an agreement with Comcate to provide Code Enforcement Software.

ACTION(S) REQUESTED -

1. **APPROVE RESOLUTION NO. 9406 AUTHORIZING AGREEMENT NO. 3567 WITH COMCATE AND CITY OF OROVILLE FOR CODE ENFORCEMENT SOFTWARE; AND**
2. **AUTHORIZE THE MAYOR TO SIGN AGREEMENT.**

12. UPDATE ON DESIGN PROCESS AT 655 CAL OAK, NEW CORP YARD

The City Council shall receive a presentation on design progress for the new City of Oroville Corporation Yard.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

13. NAACP BUTTE COUNTY 5TH ANNUAL INVITATION AND REQUEST TO PURCHASE TABLE

The City Council shall consider purchasing a table to attend the 4th Annual NAACP Dinner for $750.00.

ACTION REQUESTED -

ACTION REQUESTED - APPROVE PURCHASE OF TABLE FOR $750.00.

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. 5:00PM - APPEAL OF THE JULY 24, 2025, DECISION OF THE OROVILLE PLANNING COMMISSION TO DENY CONDITIONAL USE PERMIT UP25-11 FOR AN AEGIS TREATMENT CENTER OUTPATIENT MEDICAL SERVICES FACILITY AT 1121 ORO DAM BOULEVARD EAST (APN 035-260-011)

The City Council shall conduct a public hearing and consider an appeal of the Oroville Planning Commission's July 24, 2025, decision to deny Use Permit UP25-11 for an outpatient treatment center at 1121 Oro Dam Blvd East. The proposed facility will operate as a medication unit affiliated with a licensed narcotics treatment program, offering medically supervised services.

ACTION REQUESTED -

1. **ADOPT RESOLUTION NO. 9408 - APPROVING THE APPEAL AND UP25-11, INCLUDING THE NOTICE OF EXEMPTION, THE FINDINGS, THE PROPOSED PROJECT CONDITIONS, AND AUTHORIZE THE MAYOR TO SIGN; OR**
2. **ADOPT RESOLUTION NO. 9407 - DENYING THE APPEAL AND UPHOLDING THE PLANNING COMMISSION'S DENIAL OF USE PERMIT UP25-11, AND AUTHORIZE THE MAYOR TO SIGN. DIRECT STAFF TO WORK WITH THE APPLICANT TO FIND A NEW LOCATION AND RE-APPLY WITHOUT PREJUDICE.**

15. **5:15PM - PUBLIC HEARING REGARDING VOTER APPROVED CHANGES TO CITY CHARTER**

On April 16, 2024 the Council directed staff to put proposed changes to the City Charter, on the November 5, 2024 ballot. The changes were divided up into 4 categories, made publicly available and placed on the ballot in four measures: Measure J – Changing City Treasurer from Elected to Appointed, Measure K – Changing Compensation for Council Members to be Set by Ordinance, Measure L – Repeal of Articles XXVII and XXVIII and Establishing the Park Commission as Advisory, and Measure M – Streamlining Provisions and Making Corrections, Including Merging Required Departments Into a Single Article and Making Clerical Changes. Measures J, K and L were voted down by the voters, while Measure M was approved. Council will hold a public hearing to review the proposed changes to be incorporated into the Charter pursuant to the passing of Measure M.

ACTION(S) REQUESTED -

1. **PROVIDE STAFF INPUT ON VOTER APPROVED CITY CHARTER CHANGES; AND**
2. **DIRECT TO STAFF TO RETURN THE CHARTER AT THE OCTOBER 7, 2025 REGULARLY SCHEDULED MEETING FOR ADOPTION.**

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. **Business Assistance and Housing Development Monthly Report – August 2025**
   - ii. **City of Oroville Fire Department Report - August 2025**

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on October 7, 2025 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.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS**

RE: **PRESENTATION FROM HOMESERVE USA FOR UTILITY SERVICE LINE PROTECTION PROGRAM**

DATE: **SEPTEMBER 16, 2025**

SUMMARY

The City Council shall receive a presentation from HomeServe USA for a voluntary Service Line Protection Program. The program educates property owners on their responsibility for private water, sewer, and plumbing service lines and provides affordable options to cover unexpected repair costs.

DISCUSSION

HomeServe USA, formerly Utility Service Partners (a National League of Cities partner), offers a Service Line Warranty Program endorsed by the NLC. The program is voluntary and provides coverage for water service lines, sewer service lines, and in-home plumbing and drainage.

Key program elements include:

- Resident Benefits: Affordable protection for significant repair costs, with no service fees, deductibles, or lifetime limits.
- Local Economy: Use of fully vetted local contractors for repairs, providing economic benefit to the community.
- City Oversight: All marketing materials are reviewed and approved by the City to ensure transparency. Program participation is clearly disclosed as voluntary.
- Coverage Options:
    - Exterior Water Line: Approx. $6.49/month, unlimited calls, $8,500 per call coverage.
    - Exterior Sewer Line: Approx. $11.49/month, unlimited calls, $8,500 per call coverage.
    - In-Home Plumbing: Approx. $16.49/month, unlimited calls, $3,000 per call coverage.
- Implementation: HomeServe will brand educational materials with the City's logo

(subject to approval), handle enrollment and billing, and provide customer service support. Residents may enroll or cancel at any time.

FISCAL IMPACT

None

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

ATTACHMENTS

Presentation

NLC Service Line Warranty Program

by

HomeServe®

Bill Coffey
Regional Director, Business Development
Bill.Coffey@homeserveusa.com
503-597-9171 (cell)



NLC Service Line Warranty Program by HomeServe

Offering services for over 20 years

4.8 out of 5 stars customer satisfaction

Program endorsed since 2010

"The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years."

Clarence Anthony, Executive Director
National League of Cities

HomeServe Key Statistics*

- Over **5 million** customers
- Over **9 million** plans
- Over **1,300** municipal and utility partnerships
- Job serviced **every 43 seconds**
- Customer savings to date: **over $2 Billion**

* As of January 2023

BBB ACCREDITED BUSINESS

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Aging Infrastructure

Challenging for cities and homeowners

Lateral lines are subjected to the same elements as public lines

- Ground shifting, fluctuating temperatures, tree root penetration, corrosion, and more

Out of sight, out of mind

- Water lines located outside, usually underground

Failed lines waste thousands of gallons of water

- Presents a potential environmental hazard

Common homeowner misconceptions

- City is responsible for maintenance of water and sewer lines on their property
- Repairs are covered by their homeowner’s policy



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Homeowners are unprepared for emergencies and expect solutions from the City



78% of homeowners believe the utility provider should educate them about repairs and preventative measures. (Ipsos Public Affairs/HomeServe 2019)



56% of Americans can't cover a **$1,000** emergency expense with savings. (Bankrate 2022)



60% of homeowners with annual household incomes under $50,000 a year reported **having $500 or less or no money set aside** for a home repair emergency. (Harris Poll/HomeServe 2021)



NLC Service Line Warranty Program by HomeServe

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Solution for Municipalities and their Residents

Residents

Optional low-cost protection against potentially expensive water, sewer, plumbing repairs

Educates residents about their responsibility for exterior lines



Municipality

Reduces calls to the City

Timely repairs reduce water loss from line breaks and use of local contractors infuses money into the local economy

Turnkey program – provides all marketing, billing, claims and customer service

No cost to the City to participate

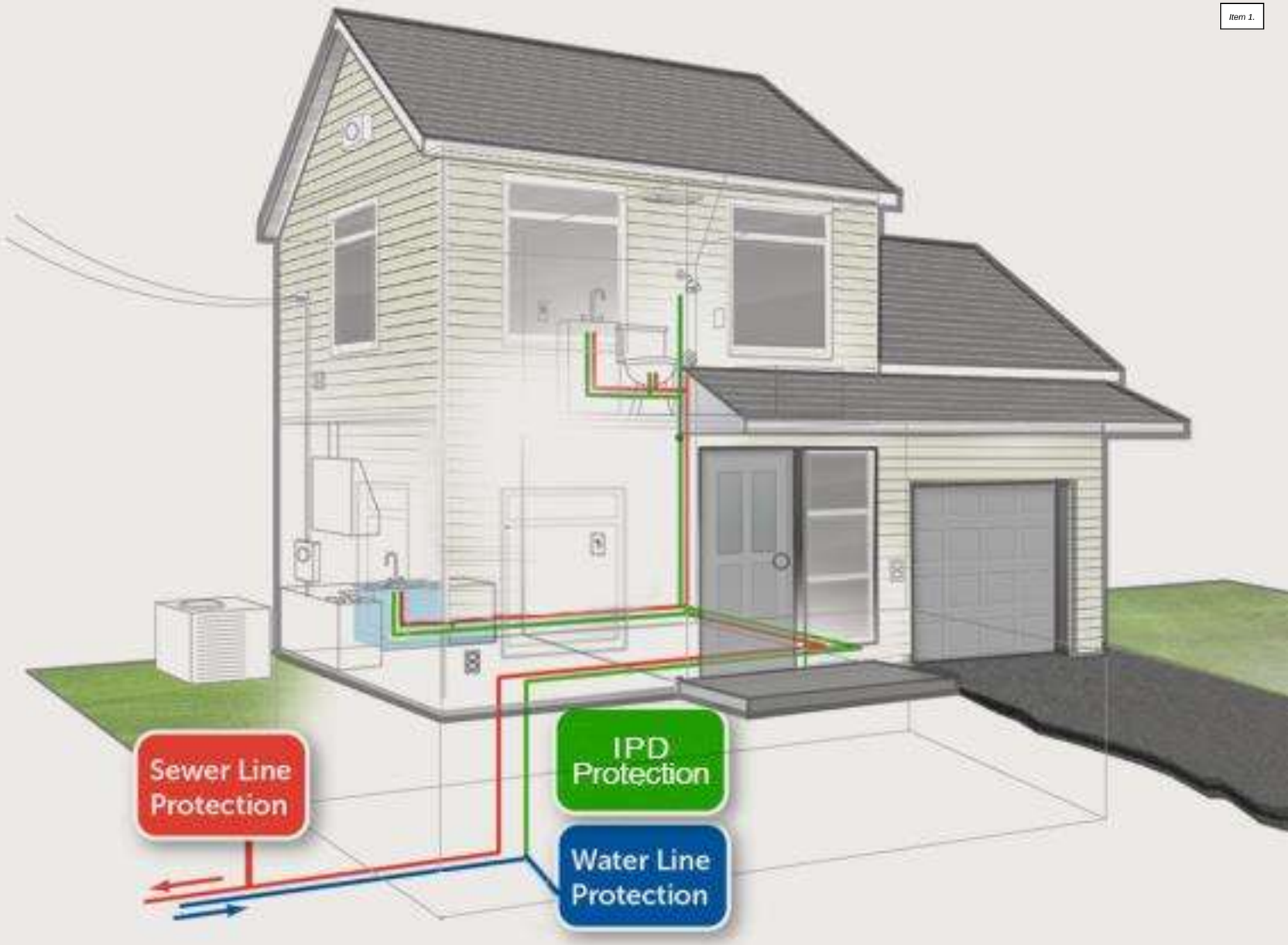
NLC Service Line Warranty Program

by HomeServe

Endorsed by

NLC NATIONAL LEAGUE OF CITIES

CITIES STRONG TOGETHER



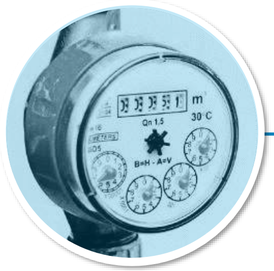
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We Deliver Peace of Mind



SEWER LATERAL COVERAGE

Up to $8,500 coverage per incident to repair/replace broken, cracked, or clogged exterior lines
$11.49/mo



WATER LINE COVERAGE

Up to $8,500 coverage per incident to repair/replace broken, cracked, or clogged exterior lines
$6.49/mo



IN-HOME PLUMBING COVERAGE

Up to $3,000 coverage per incident on all interior water, sewer, and drain lines inside the home after point of entry
$16.49/mo



Toll-free emergency number available 24 hours a day, 365 days a year to schedule a repair



Guaranteed repairs



Locally based, fully licensed and vetted contractors



Quality control to ensure exceptional customer experience



No annual or lifetime limits, deductibles, service fees, forms, or paperwork



No pre-inspection required

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Homeowner Education

- No public funds used in marketing, distribution, or administration of the program
- Direct mail only – limited to 3 mailing campaigns per year
- Partner must review and approve marketing material before each and every campaign
- Marketing clearly states City does not provide program and is voluntary for homeowner
- Easy enrollment options – consumer choice of mail, phone or web



NLC Service Line Warranty Program by HomeServe

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Current California Participants (34)

City of Antioch
City of Chula Vista
City of Claremont
City of Culver City
City of Daly City
City of Duarte
City of Fillmore
City of Fresno
City of Gustine
City of Imperial Beach
City of Laguna Beach
City of La Habra
City of La Puente
City of Rialto
City of San Diego
City of Santa Paula
City of Stockton
City of Vallejo
City of West Covina
City of Yuba City
Town of Yountville
Alameda County Water District
California Water Service Company
Contra Costa Water District
Crestline Village Water District
Diablo Water District
East Valley Water District
Golden State Water Company
Great Oaks Water Company
Liberty Utilities Park Water & Apple Valley
Rincon del Diablo Water District
San Bernardino Municipal Water District
San Jose Water Company
Woodlands Municipal Water District



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NLC Service Line Warranty Program Summary

The NLC Service Line Program helps residents understand their lateral line responsibilities *before* they have an unexpected issue and allows them to choose how they wish to prepare for these potentially expensive incidents. Our program increases the quality of life within your community by helping residents when they need it the most, while also reducing the number of distress calls made to the City.



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Our Promise:

We will be a trusted steward of your brand and reputation.

Questions?

For more information contact:

Bill Coffey
Regional Director
Bill.Coffey@homeserveusa.com
Cell: (503) 597-9171

NLC Service Line Warranty Program by HomeServe



CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMEBERS**

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

RE: **REQUEST TO OPERATE BUSINESS OUT OF RESIDENCE**

DATE: **SEPTEMBER 16, 2025**

SUMMARY

The City Council shall consider allowing Henry Carlson, who resides at 205 Windward Way, to operate a business out of his residence.

DISCUSSION

Mr. Carlson obtained a City of Oroville First Time Home Buyer Loan in 2009. The loan agreement includes provisions that City Council approval is required if the borrower would like to conduct business from the residence. Mr. Carlson would like to start a Handyman business servicing the City and surrounding area. Mr. Carlson states in his request that the business should not have an impact on local traffic. Mr. Carlson has already begun the process of applying for a business license but had to put the process on hold pending Council approval of his request.

FISCAL IMPACT

There is no general fund impact.

ACTION REQUESTED -

APPROVE MR. CARLSON'S REQUEST TO OPERATE A HANDYMAN BUSINESS FROM HIS HOME.

ATTACHMENTS

Letter of Request

Kaitlyn Lorson

From: Amy N. Bergstrand
Sent: Thursday, August 28, 2025 9:26 AM
To: Kaitlyn Lorson
Subject: FW: Follow-Up on Home Occupation Application – Henry Carlson and Associate

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From: henry carlson <hjcarlson@live.com>
Sent: Thursday, August 28, 2025 9:19 AM
To: Kiley Cope <kcope@cityoforoville.org>
Cc: Amy N. Bergstrand <abergstrand@cityoforoville.org>; Noelle Snow <nsnow@cityoforoville.org>
Subject: Re: Follow-Up on Home Occupation Application – Henry Carlson and Associate

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

This letter is to the city of Oroville council meeting on September 16th in 2025

My business is a handyman service the name will be Henry Carlson & associates.
I know that 205 Windward Way in Oroville and the vehicle I will be using is in my driveway so there will be no additional need for parking or public business going on in this address.

Thank you for your time and consideration on this endeavor.

Henry Carlson

Sent from Samsung Galaxy smartphone.
Get Outlook for Android

From: Kiley Cope <kcope@cityoforoville.org>
Sent: Thursday, August 28, 2025 9:13:40 AM
To: hjcarlson@live.com <hjcarlson@live.com>
Cc: Amy N. Bergstrand <abergstrand@cityoforoville.org>; Noelle Snow <nsnow@cityoforoville.org>
Subject: Follow-Up on Home Occupation Application – Henry Carlson and Associate

Good morning Henry,

Thank you for coming in yesterday to submit your Home Occupation application for **Henry Carlson and Associate**.

In order to move forward with processing your application, I'll need one additional item from you:

1. **Approval from City Council**:
   The home address listed on your application, 205 Windward Way in Oroville, currently has active holds placed by the Housing Department due to existing City loans. Because of this, the Home Occupation Permit requires approval from the City Council before it can be issued.

While this extra step is required because of the City loan, I don't anticipate any issues with approval, given the type of business you're proposing. To move forward, I'll just need a brief letter from you that includes:

- A description of the business
- Information about any potential parking or traffic impacts at the property related to the business

2. Please note, the deadline for our next City Council agenda has passed, but if I receive your letter by **the end of next week**, I can place your item on the **September 16th** City Council meeting agenda. Your attendance is not required, just the letter.

That's all for now. Please feel free to reach out if you have any questions or need further assistance.

Best regards,

Kiley Cope

Assistant Planner
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
(530) 538-2406
kcope@cityoforoville.org
This message may contain information and attachments that are considered confidential and are intended only for the use of the individual or entity addressed above. If you are not the intended recipient, then any use, disclosure, or dissemination of this information is prohibited. If you have received this message in error, please notify the original sender by telephone or by return email immediately. In addition, please delete this message and any attachments from your computer. Thank you.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS**

RE: **REQUEST TO WAIVE SPECIAL EVENT FEES FOR DWR FLOATING CLASSROOMS**

DATE: **SEPTEMBER 16, 2025**

SUMMARY

The Department of Water Resources (DWR) is requesting use of Bedrock Park as a raft take-out location during their 2025 program season. The request includes placement of temporary A-frame No Parking signs on designated dates to ensure safe access to the Feather River for students and participants. In recognition of the program's educational value and community benefit, staff recommends that the City Council approve a waiver of special event fees associated with this temporary park use.

DISCUSSION

The Feather River Floating Classroom is an annual program offering environmental education experiences for local schools and the public. Participants raft a section of the Feather River, learning about salmon migration, watershed health, and water resources.
For the 2025 season, program organizers plan to use Bedrock Park as the primary take-out location for rafts. To ensure safe river access, staff will coordinate the temporary placement of two A-frame No Parking signs near the bike trail entrance, while maintaining ADA access.



A-frame NO PARKING signs in 2 adjacent parking spots to maintain access during 2025 season in area marked above:
Every Wednesday, Thursday, and Saturday (October 1st – November 8th), **plus one Friday** (October 24th)

Program Schedule:

- Dates: October 1 – November 8, 2025
- Days: Wednesdays, Thursdays, and Saturdays, plus one Friday (October 24)
- Times:
    - Weekdays: 8:00 AM – 12:00 PM (with occasional trips extending until 3:30 PM)
    - Saturdays: 8:00 AM – 2:00 PM
- Additional Date: September 9, 2025 – internal DWR/staff orientation trip

The program is staffed and managed by DWR, with all setup, takedown, and sign management handled by program personnel.

Community and Educational Benefits:

- Provides hands-on science education for hundreds of students.
- Enhances community awareness of the Feather River's ecological and cultural importance.
- Demonstrates the City's support for public education and regional partnerships.

By waiving special event fees, the City will reaffirm its commitment to supporting community enrichment programs without incurring additional direct costs.

FISCAL IMPACT

Waiver of special event fees will result in a nominal loss of revenue (Approx. $113.42). No City staffing or overtime costs are anticipated, as program personnel will manage logistics.

ACTION REQUESTED -

APPROVE THE WAIVER OF SPECIAL EVENT FEES FOR THE FEATHER RIVER FLOATING CLASSROOM PROGRAM AND AUTHORIZING USE OF BEDROCK PARK AS THE PROGRAM'S TAKE-OUT LOCATION, WITH TEMPORARY PLACEMENT OF NO PARKING SIGNS COORDINATED TO MAINTAIN ADA ACCESS.

ATTACHMENTS

Special Event Application

ADMINISTRATIVE USE ONLY

TRAKIT NO. _____

City of Oroville

Community Development Department
1735 Montgomery Street, Oroville, Ca 95965

SPECIAL EVENT / STREET CLOSURE

PLEASE SUBMIT THIS COMPLETED FORM TO THE COMMUNITY DEVELOPMENT DEPARTMENT FOR REVIEW AND CONSIDERATION. FORMS SHOULD BE SUBMITTED (25) DAYS IN ADVANCE OF THE EVENT TO ALLOW TIME FOR PROCESSING. FORMS SUBMITTED LESS THAN (15) DAYS IN ADVANCE OF THE EVENT WILL BE ASSESSED A LATE FEE.

APPLICANTS SHOULD UNDERSTAND THAT UNTIL A PERMIT IS ISSUED YOUR EVENT IS NOT APPROVED. ADVERTISEMENT OF YOUR EVENT PRIOR TO PERMIT APPROVAL IS DONE SO AT APPLICANTS RISK AND IS HIGHLY UNADVISED

APPLICATION DATE: 09/09/2025 EVENT TITLE: FEATHER RIVER FLOATING CLASSROOM

APPLICANT ORGANIZATION: DWR NAME OF CO-SPONSOR: PSMFC

TYPE OF ORGANIZATION: NON-PROFIT ☐ PUBLIC AGENCY ☑ PRIVATE BUSINESS ☐

EVENT DATE(S): OCTOBER 1ST EVENT TIME: FROM 8AM am ☑ pm ☐ TO 12 am ☐ pm ☑

EVENT DATE(S): OCTOBER 2ND EVENT TIME: FROM 8 am ☑ pm ☐ TO 12 am ☐ pm ☑

IF THE EVENT IS MORE THAN TWO DAYS, PLEASE LIST ADDITIONAL DAYS: OCT 4,8,9,11,15,16,18,22,23,24,25,29,30 NOV 1,5,6,8

SOME DATES MAY EXTEND TO 2PM OR 3PM, AS NEEDED

ESTIMATED ATTENDANCE: 50-90

PROPOSED LOCATION: BEDROCK PARK IS TAKE OUT LOCATION FOR RAFTS.

(Events on private property will need to provide a letter of consent from the property owner. Attached to application)

WILL THE EVENT OCCUR ON CITY OF OROVILLE PROPERTY? YES ☑ NO ☐

PROPOSED CITY PROPERTY LOCATION: BEDROCK PARK, 1101 5TH AVE, OROVILLE, CA 95965

PLEASE VIEW OUR WEBSITE AT WWW.CITYOFOROVILLE.ORG TO VIEW ALL CITY OF OROVILLE PARKS.

(Please contact the Community Development Department at (530) 538-2508 to confirm location availability before submitting this application)

NAME OF PRIMARY CONTACT PERSON: KASSIE HENLEY

ADDRESS OF PRIMARY CONTACT PERSON: 460 GLEN DRIVE, OROVILLE, CA 95966

PHONE: 1-279-228-9010 CELL: (916) 799-2547 EMAIL: Kassie.Henley@WATER.CA.GOV

NAME OF SITE SUPERVISOR (DAY OF EVENT): JADA WHITE

PHONE: (808) 443-8702 CELL: SAME EMAIL: JWhite@PSMFC.ORG

TYPE OF EVENT: RUN ☐ WALK ☐ CONCERT ☐ BIKE TOUR ☐ PARADE ☐ SOCIAL EVENT ☐

SPORTING EVENT ☐ STREET FESTIVAL ☐ OTHER ☑

DESCRIPTION OF EVENT: SALMON SPAWNING RAFTING TOURS WITH FISHERIES BIOLOGISTS GUIDING. SCHOOL TRIPS ARE WEDNESDAYS & THURSDAYS (WITH ONE FRIDAY) & PUBLIC TRIPS ARE ON SATURDAYS. ALL ARE FREE TO PARTICIPATE.

CERTIFICATE OF LIABILITY INSURANCE ATTACHED: YES ☑ NO ☐

(Certificate of Liability Insurance must meet requirements set forth in Title 12, Chapter 12.32.100, Sec. B of the Oroville Municipal Code)

Initial page JSW

City of Oroville

Community Development Department
1735 Montgomery Street, Oroville, Ca 95965

ADMINISTRATIVE USE ONLY

TRAKIT NO. _____

ALCOHOL SOLD: YES ☐ NO ☑ ALCOHOL SERVED: YES ☐ NO ☑

(EVENTS SELLING ALCOHOL NEED TO OBTAIN AN ABC PERMIT, GO TO HTTP://ABC.CA.GOC/)

ESTIMATED NUMBER OF ATTENDEES BY AGE GROUP: UNDER 18 60 % 18 TO 20 2 % OVER 21 38 %

HOW WILL THE NUMBER OF ATTENDEES BE MONITORED? INVITED OR REGISTERED IN ADVANCE (KNOWN NUMBER)

EVENT WILL BE INDOORS: YES ☐ NO ☑ **(IF YES, COMPLETE THE NEXT QUESTION)**

MAXIMUM BUILDING OCCUPANCY: _____ DINING OCCUPANCY: _____ DANCING OCCUPANCY: _____

(RESIDENTIAL LOCATIONS DO NOT APPLY) **(OCCUPANCY MAY NOT EXCEED THE OCCUPANCY OF THE FACILITY)**

STREET AND SIDEWALK CLOSURE REQUIRED: (OPD AND OFD WILL BE NOTIFIED) YES ☐ NO ☑ **(IF YES, ATTACH A MAP OF CLOSURES).**

TRAFFIC CONTROL NEEDED: YES ☑ NO ☐ **(SPECIAL EVENTS REQUIRING ROAD CLOSURES INCLUDE A TRAFFIC MANAGEMENT PLAN THAT IS APPROVED BY A QUALIFIED ENGINEER DELEGATED SUCH AUTHORITY BY THE CITY)** ONLY NEED ACCESS TO BIKE LANE FROM PARKING LOT TO RETRIEVE RAFTS (2 SPOTS)

NUMBER OF ANTICIPATED VEHICLES: 1 DESCRIBE PLANS FOR PARKING: _____

PARADES ONLY – PLEASE ATTACH THE PARADE ROUTE

NUMBER OF PERSONS IN PARADE: ___ NUMBER OF VEHICLES IN PARADE: _____

POLICE ESCORT REQUESTED FOR PARADE: YES ☐ NO ☐ FIRE ESCORT REQUESTED FOR PARADE: YES ☐ NO ☐

(Such traffic control fee shall be determined by the director of community development based upon a schedule of traffic control fees and rates established by resolution of the city council; the estimate of the chief of police of the type, number, and hours of employment of police department personnel necessary to control and monitor pedestrian and vehicular traffic in and around the site of the event, all as set forth by the chief of police in the chief's report on the event; and on the estimate of the director as to the type, number and hours of employment of other city personnel necessary to control or monitor the event. Such fee shall be paid by the permittee prior to the issuance of the permit. Title 12, Chapter 12.32.100, Sec. C of the Oroville Municipal Code)

Fees estimated by Director of Public Safety: $ _____ PAID YES ☐ NO ☐ Date: _____

WILL SECURITY BE PRESENT? YES ☐ NO ☑ (ATTACH CONTRACT)

SECURITY FIRM NAME: _____ NAME OF SECURITY REPRESENTATIVE: _____

NUMBER OF UNIFORMED SECURITY: _____ SECURITY WILL BE ARMED: YES ☐ NO ☐

PHONE: _____ ADDRESS: _____ EMAIL: _____

NUMBER OF VOLUNTEER CHAPARONES: _____

AMPLIFIED OR ELEVATED SOUND LEVELS INVOLVED: YES ☐ NO ☑

IF YES, DESCRIBE: _____

HOURS OF AMPLIFIED OR ELEVATED SOUND: : FROM _____ am ☐ pm ☐ TO _____ am ☐ pm ☐

AMPLIFIED OR ELEVATED SOUND WILL BE: INSIDE ENCLOSED DWELLING ☐ OUTSIDE ENCLOSED DWELLING ☐

Initial page JSW

City of Oroville

Community Development Department
1735 Montgomery Street, Oroville, Ca 95965

ADMINISTRATIVE USE ONLY

TRAKIT NO. _____

OTHER EVENT DETAILS:

ADMISSION FEES: YES ☐ NO ☑ GENERAL: $_____ CHILD: $_____ OTHER: $_____

TENT, CANOPY OR AWNING WILL BE USED: YES ☐ NO ☑

WILL THERE BE ANY CONSTRUCTION OF TEMPORARY STRUCTURES, INCLUDING STAGES: YES ☐ NO ☑

IF YES, PELASE DESCRIBE: ONLY 2 A-FRAME "NO PARKING" SIGNS TO RESERVE ACCESS

ADVERTISING USED: INVITATION ☑ LOCAL MEDIA ☑ REGIONAL MEDIA ☑ OTHER ☑ META

WILL SIGNS OR BANNERS BE USED: YES ☐ NO ☑

IF YES, DESCRIBE BANNER SIZE MATERIALS, ETC: _____

MERCHANDISE SOLD: YES ☐ NO ☑ (IF YES, PLEASE ATTACH A LIST OF VENDORS)

WILL THERE BE ANIMALS PRESENT: YES ☐ NO ☑

IF YES, PLEASE DESCRIBE: _____

HOW WILL THE SOLID WASTE AND RECYCLING BE HANDLED? N/A (PASSENGERS BOARDING SHUTTLE BUS ONLY)

HOW MANY INDOOR/OUTDOOR TOILETS WILL BE AVAILABLE? INDOOR Ø OUTDOOR 1 (PORTLAND LOO)

WILL A WATER STATION BE AVAILABLE: YES ☐ NO ☑

IF YES, PLEASE DESCRIBE: WATER BOTTLES WILL BE ON ICE IN RAFTS

WILL MEDICAL SERVICES BE PRESENT? YES ☐ NO ☑

IF YES, PLEASE DESCRIBE: FIRST AID KITS + AED WILL BE ON RAFTS. ALL STAFF TRAINED.

WILL FIREWORKS BE INVOLVED? YES ☐ NO ☑

****If Fireworks will be involved, a Certificate of Insurance will be required with at least 5-million-dollar liability coverage and an endorsement with the City of Oroville listed as an additional insured. The certificate and endorsement will be required at least one week in advance of the event. In addition, the organization will need to contact the Oroville Fire Department at (530) 538-2480 to inform them of the event, type of fireworks display, and time they will need to be onsite.**

APPLICATION FEE PAID: YES ☐ NO ☑ BY: _____ DATE: _____

SPECIAL EVENT APPLICATION FEE ($107) + 6% TECH FEE = $113.42 submitted more than 15 days before event.
IF APPLICATION IS SUBMITTED WITHIN 15 DAYS OF THE EVENT THEFEE WILL BE $339.20

The permittee shall indemnify the city, hold harmless and release the city from and for any liability, damage or loss caused by negligence or intentional act or omission of the permittee, any officer, employee or agent of the permittee, or any person who is under permittee's legal control. In addition, in the event a claim is made against the city by suit or otherwise, whether the same is groundless or not, arising out of such negligent or intentional act or omission, then the permittee shall defend the city and shall indemnify the city for any judgement rendered against it or any sums paid out in settlement or otherwise. By signing below, the applicant agrees to comply with all applicable provision of the Municipal Code Section 12.32 (see attached), including but not limited to, paying all fees associated with event required city support services.

SIGNATURE: Jadee Simone S. White TITLE: Fisheries Biologist III, PSMFC

Initial page JSW

City of Oroville

Community Development Department
1735 Montgomery Street, Oroville, Ca 95965

ADMINISTRATIVE USE ONLY

TRAKIT NO. _____

ORGANIZATION: Pacific States Marine Fisheries Commission DATE: 09/09/2025

Initial page JSW

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND CITY COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, PUBLIC WORKS DIRECTOR**

RE: **FEE WAIVER FOR MUSEUMS DURING SALMON FESTIVAL 2025**

DATE: **SEPTEMBER 16, 2025**

SUMMARY

The City Council shall consider approving free admission to City Museums during the Salmon Festival on Saturday, September 27, 2025.

DISCUSSION

The City of Oroville Museums play a central role in celebrating our community's history and culture. Each year, the Salmon Festival brings thousands of visitors downtown, creating a unique opportunity to showcase our museums to both residents and tourists.

In support of this event, staff are requesting a one-day admission waiver for the following City Museums: the C.F. Lott Home, Pioneer Museum, Feather River Nature Center, and the Chinese Temple on September 27, 2025, allowing the public to enjoy free access and activities during the Salmon Festival.

The City has a history of participating in this tradition. In previous years, City Museums have also waived admission fees during the Salmon Festival. This practice has proven successful in encouraging visitation, engaging new audiences, and fostering continued interest in Oroville's cultural and historical resources.

FISCAL IMPACT

Estimated loss of total admission fees between $60 and $100 based on a typical Saturday attendance. The modest fiscal impact is offset by the significant exposure, increased attendance, and long-term community and tourism benefits.

ACTION REQUESTED -

WAIVE MUSEUM ADMISSION FEES FOR ALL PARTICIPATING CITY MUSEUMS ON SEPTEMBER 27, 2025, IN SUPPORT OF THE SALMON FESTIVAL.

ATTACHMENTS

None

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **JASON WINES, CHIEF OF POLICE**

RE: **FEE WAIVER REQUEST BY THE OROVILLE HMONG NEW YEAR FESTIVAL COMMITTEE**

DATE: **SEPTEMBER 16, 2025**

SUMMARY

The City Council shall consider a fee waiver request from the Oroville Hmong New Year Festival Committee, in the amount of $6,084, for Police Services relating to the 2025 Oroville Hmong New Year Festival, to be held October 11th and 12th at the Nelson Avenue Sports Complex.

DISCUSSION

On October 11th and 12th of this year, the Oroville Hmong New Year Festival will be held at the Nelson Avenue Sports Complex. This event will run from 8:00 AM to 5:00 PM each day. An average daily attendance of 5,000 people is expected. This event has occurred for the past twenty-four years with few major incidents that required Law Enforcement intervention. The Hmong community has always been supportive and responsive to the needs of Law Enforcement to make this event safe and successful.

In 2024, the Hmong community paid $3,276.00 for Police Services for the New Year celebration. This fee was based upon the Police Department supplying Officers over the two-day celebration for a total of 80 hours. The hourly rate was $117.00 per hour. The Police Department cost for providing this service in 2024 was $9,360.00. The Council authorized a discount of 65%, which resulted in the lower rate being collected. Staff recommend using these same figures for 2025.

The reason for the waiver is that this event is organized by non-profit organizations that depend upon the proceeds from this event to fund their organizations over the course of the year.

This is a worthy event that is well attended by both local community members and out of town visitors. It is the recommendation of the Police Department that the fees for this event be reduced to help support the Hmong Community and to show our support of this event. (*See Chart below for details of fees.)*

PROPOSED FEE FOR 2025

Hours	Rate	Total	Discount	Total Proposed Fee
80	$117.00	$9,360.00	65% = -$6,084.00	$3,276.00

This is a City event which has the potential to have a positive impact on business activity, recreation, and community activity and destination point improvement.

FISCAL IMPACT

Partial wavier of Police Services fees will result in a negative impact of $6,084.00 on the overtime budget of the Oroville Police Department

ACTION REQUESTED -

WAIVE 65% OF THE FEES, IN THE AMOUNT OF $6,084, AND HAVE THE APPLICANT PAY THE REMAINDER OF THE FEES, IN THE AMOUNT OF $3,276.00, FOR THE 2025 OROVILLE HMONG NEW YEAR FESTIVAL.

ATTACHMENTS

Request for fee waiver

Kay Cha, *President*
Lao Veterans of America, Inc.
5 Wildflower Terrace
Oroville, CA 95965
(530) 720-6513

Yeng Vang, *President*
Hmong United Community
of Oroville, Inc.
P.O. Box 1409
Oroville, CA 95965
(530) 403-8262

Oroville Hmong New Year Festival 2025-2026

August 12, 2025

To: City of Oroville

Re: Oroville Hmong New Year Festival 2025-2026

Dear the Honorable Mayor David Pittman and Members of the City Council:

On behalf of the Oroville Hmong New Year Committee, we are writing this letter to request for your support of the annual cultural event, and ask the city for a waiver on the Oroville Police Department's fee for providing security and services to help with the community event scheduled for October 11th and 12th, 2025 at the Nelson Sports Complex here in Oroville.

The Oroville Hmong New Year Festival is one of the largest annual events held in Oroville annually and draws thousands of attendees from the surrounding cities as well as those from out of state. The Hmong New Year Festival is a community event and is not for profit. The committee and individuals who work on this event are volunteers, and no one gets paid for their time and services. Despite the long-standing history of this event, we have not been able to set aside a budget that is enough to operate this event. Every year, the community struggles to make ends meet by leasing booths and collecting a very low admission fee to pay for the expenses required to do this event. As we progress up to the days of the event, we will be able to collect the admission fees, plus the booth leasing fees to put together a minimal budget which we hope will cover the expenses. After all the expenses are paid and if there are any proceeds made, then it will be donated 100% toward a future Hmong community center, which will be operated by the local Hmong nonprofit organizations and the Hmong community leaders.

Therefore, on behalf of the Oroville Hmong New Year Committee and the Hmong community of Oroville, we would like to ask for your leadership to waive the Oroville Police Department's fee for providing the security and services to the Oroville Hmong New Year Festival. The Oroville Hmong community fully understand the heavy burden this event has put on the city budget. However, we simply cannot host this cultural event without the help of the city and would like to continue to ask the city to be a part of this community event as a joint team effort between the City of Oroville and the Hmong citizens. We ask for your leadership to support to make this event as successful as it has been for the past many years and for the years to come. If you have any questions or need to reach us, please feel free to contact Kay Cha at (530) 720-6513 or Yeng Vang at (530) 403-8262. You can also email us at orovillehmongnewyear@outlook.com. Thank you for your time and consideration on this matter, and we look forward to hearing from you.

Sincerely yours,

Kay Cha
President of Lao Veterans of America, Inc., Oroville

Yeng Vang,
President of Hmong United Community of Oroville

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS**

RE: **AGREEMENT FOR PROFESSIONAL SERVICES WITH LAGOM TEA INFUSIONS FOR FIVE SEASONAL TEA EVENTS TO BE HELD AT THE LOTT HOME AND CHINESE TEMPLE**

DATE: **SEPTEMBER 16, 2025**

SUMMARY

The City Council shall consider approving an Agreement for Professional Services between the City of Oroville and Lagom Tea Infusions to provide five seasonal tea education programs in collaboration with the City's museums at the Lott House and Chinese Temple.

DISCUSSION

The City of Oroville continues to seek opportunities to enhance community engagement and cultural programming within its museums. Partnering with local professionals to provide unique, historically inspired educational experiences supports the City's mission to highlight Oroville's history and cultural assets while offering residents and visitors enriching activities.

Lagom Tea Infusions is a Chico based business specializing in experiential tea education and community workshops. Through this agreement (see Exhibit A- Scope of Services), Lagom Tea Infusions will design, coordinate, and facilitate the following five seasonal tea programs:

Tea & Mysticism – October at the Lott House
A Halloween-season program exploring Victorian-era mysticism and the tradition of tea leaf reading, including a guided tea tasting and self-readings in a fun and approachable format.

Holiday Tea Blending Workshop – December at the Lott House
A hands-on workshop teaching the art of tea blending, with a focus on festive ingredients and flavor pairings. Guests will craft their own holiday tea blends.

Tea & Chocolate Pairing – February at the Lott House

A Valentine's-season tasting event pairing specialty teas with curated chocolates, offering an indulgent and social experience.

Victorian Floral Tea Blending Workshop – April at the Lott House
A springtime program combining the Victorian "language of flowers" with tea blending. Guests will create floral-inspired tea blends tied to symbolism and meaning.

Chinese Tea Tasting – Date TBD at the Chinese Temple
An immersive workshop on Chinese teas, culture, and gong fu brewing techniques, featuring five traditional teas and historical context.

Each program will include educational content, guided tastings or hands-on activities, and all necessary supplies. Marketing will be conducted via Lagom Tea Infusions' website and social platforms, with City support as appropriate.

FISCAL IMPACT

Under the terms of the agreement (see Exhibit B – Compensation):

Lagom Infusions will set ticket prices (anticipated at $35 per guest). For each ticket sold, the City will receive $10. The City will receive payment post-event, based on actual ticket sales.

This agreement provides a no-cost partnership for the City while generating facility/program revenue and increasing community engagement with City museum sites.

ACTION REQUESTED -

APPROVE AGREEMENT NO. 3565 FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF OROVILLE AND LAGOM TEA INFUSIONS; AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

1. Agreement for Professional Services- Lagom Tea Infusions (A-3565)

A-3565

CITY OF OROVILLE

AGREEMENT

THIS AGREEMENT made and entered as the day of September 16, 2025 by and between the City of Oroville, hereinafter referred to as "City" and Lagom Infusions, an individual/organization referred to as "PROVIDER".

WITNESSETH

WHEREAS, City desires to engage the services of PROVIDER to perform the services set forth in Exhibit A entitled "Scope of Services"; and

WHEREAS, PROVIDER is qualified to provide the services listed in Exhibit A and desires to enter into this Agreement.

NOW THEREFORE, for and in consideration of the following promises, covenants, and conditions, the parties hereto agree as follows:

1. CITY agrees to engage the services of PROVIDER and PROVIDER agrees to perform in accordance with the Scope of Services listed in Exhibit A of this Agreement, with the specific dates, times, and locations to be determined mutually by the Parties.

2. PROVIDER shall pay City as outlined in Exhibit B of this Agreement.

4. PROVIDER is an independent contractor pursuant to this contract, and shall not, in any way, be considered to be an employee of the City of Oroville.

5. PROVIDER shall maintain Worker's Compensation insurance if required by law in full force and effect throughout the entire term of the Agreement.

6. PROVIDER shall hold harmless, indemnify and pay for the reasonable costs of defense at PROVIDER's expense the CITY, its council, employees, boards, commissions, officers, agents and representatives from and against any damages or liability (whether bodily injury, including death, property damages and/or wrongful or negligent services performed under this agreement) loss, cost or expense arising or alleged to arise out of or resulting from any wrongful or negligent act or omission of PROVIDER or its officers, agents, employees, subcontractors, sub-consultants or representatives in the performance of, arising out of, concerning or relating to any performance under this Agreement.

7. PROVIDER agrees that the CITY will not be liable for any loss or injuries incurred by the PROVIDER in the course of performing this Agreement. PROVIDER further agrees to indemnify and hold harmless the City of Oroville, its officers and employees, from any and all claims or demands whatsoever, arising out of or connected with PROVIDER's performance under this Agreement.

8. This writing constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations, or written agreements which may have been entered into between the parties. No modification or revision shall be of any force or effect, unless the same is in writing, and executed by the parties hereto.

9. Neither PROVIDER nor CITY may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.

10. This Agreement is subject to cancellation at any time by either party after submitting written notification to the other party at least forty-five (45) days prior to such cancellation, except that CITY retains the right to cancel this agreement at anytime up to the time of performance because of any act of God, earthquake, flooding or inclement weather.

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

CITY OF OROVILLE

By _____Date_____
David Pittman, Mayor

_____ Date _____
PROVIDER (signature)

__Lagom Infusions_____
ORGANIZATION

__3 Hidden Grove Ct._____
ADDRESS

__Chico_____CA_____95926_____
CITY STATE ZIP CODE

__(781) 635-3531_____
CELL PHONE HOME/OFFICE PHONE

__brittany@lagominfusions.com_____
Email Address

_____
SOCIAL SECURITY # or TAX ID #
(Required or payment cannot be made)

Exhibit A- Scope of Services

Lagom Infusions shall design, coordinate, and facilitate five seasonal tea education programs in collaboration with the Oroville Museums at the Lott House and Chinese Temple:

1. Tea & Mysticism – October at the Lott House
   Timed around Halloween, this event explores the Victorian era's fascination with mysticism. Guests will enjoy a guided tea tasting while learning about tea leaf reading, a popular parlor activity of the time. Each participant will be guided through reading their own teacup in a playful and approachable way. Whether you're a skeptic or a seeker - this tea experience is designed to be a fun activity with friends.

2. Holiday Tea Blending Workshop – December at the Lott House
   Celebrate the holiday season with a cozy and creative tea blending workshop. This hands-on class will introduce guests to the art of tea blending, focusing on ingredients, flavor pairing, and festive aromatics. Each attendee will craft their own unique holiday tea blends to sip and savor during the event.

3. Tea & Chocolate Pairing – February at the Lott House
   Celebrate the season of love and connection with a guided tasting of thoughtfully paired teas and chocolates. Guests will explore how different teas complement a curated selection of chocolates, enhancing flavor and aroma in unexpected ways. Whether you're attending with a friend, a partner, or simply treating yourself, this cozy, indulgent experience is a sweet way to savor the moment and enjoy each other's company.

4. Victorian Floral Tea Blending Workshop – April at the Lott House
   This floral-themed workshop brings together the Victorian language of flowers and the art of tea blending. Guests will learn the symbolic meanings assigned to different flowers in the 19th century, then use that inspiration to craft custom tea blends that express particular moods or sentiments. It's a fragrant and artistic experience perfect for welcoming the spring season.

5. Chinese Tea Tasting - TBD Month at the Chinese Temple
   A hands-on workshop exploring Chinese teas, history, and tea drinking culture. Guests will learn the eastern method of brewing gong fu style, brew and taste 5 Chinese teas, and learn how tea culture has evolved through each period in Chinese history. Perfect for tea enthusiasts and beginners alike!

Each workshop includes educational content, hands-on or tasting activities, and all necessary supplies. Event marketing will be shared via Lagom Infusions' website and social platforms with CITY support as needed.

Exhibit B- Compensation

- Lagom Infusions shall set event ticket prices (anticipated at $35 per guest).
- For each ticket sold, the CITY will receive $10 as a facility/program use fee.
- Lagom Infusions will manage all ticketing, registration, and payment processing via its website and incur any related service fees.
- Payment to the CITY shall be made post-event, based on actual ticket sales, with an invoice and event summary submitted to the CITY for each event.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS**

RE: **ADOPTION OF ADA COMPLAINT PROCEDURE**

DATE: **SEPTEMBER 16, 2025**

SUMMARY

The City is required under the Americans with Disabilities Act (ADA) Title II and Section 504 of the Rehabilitation Act to adopt a grievance procedure. Adoption demonstrates the City's commitment to accessibility, ensures compliance with federal and state requirements, and preserves eligibility for transportation funding administered by Caltrans and the Federal Highway Administration.

DISCUSSION

The ADA Complaint Procedure establishes a formal method for members of the public to submit accessibility concerns, identifies the City's ADA Coordinator, and sets timelines for response and resolution.

Adoption of the Complaint Procedure ensures the City is in full compliance with federal and state accessibility requirements and positions the City for future grant opportunities such as the Active Transportation Program (ATP) and Safe Streets for All (SS4A).

FISCAL IMPACT

There is no direct fiscal impact associated with adopting the Complaint Procedure.

ACTION REQUESTED -

ADOPT THE CITY OF OROVILLE ADA COMPLAINT PROCEDURE.

ATTACHMENTS

1. ADA COMPLAINT PROCEDURE

CITY OF OROVILLE
ADA COMPLAINT PROCEDURE

The City of Oroville has established the following procedure to provide for the prompt and equitable resolution of complaints alleging discrimination on the basis of disability in the provision of City services, activities, programs, or benefits. This procedure is established in accordance with Title II of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, and the Caltrans Local Assistance Procedures Manual (LAPM) Chapter 9.

Filing a Complaint

- Complaints may be submitted by any individual who believes they have been subjected to discrimination or denied access because of a disability.
- Complaints must be filed in writing, either by letter, email, or on the City's ADA Complaint Form (available at City Hall and on the City's website, also attached to this procedure).
- Complaints should include the complainant's name, address, and phone number; a description of the alleged violation, including the date and location; and the name(s) of City staff or departments involved, if known.
- Alternative means of filing (e.g., telephone, in-person, or through a representative) are available upon request.

Submission

- Complaints should be submitted to:
- ADA Coordinator
  City of Oroville
  1735 Montgomery Street
  Oroville, CA 95965
  Phone: 530-534-2420
  Email: publicworks@cityoforoville.org

Investigation and Response

- Within 15 working days of receiving a complaint, the ADA Coordinator, or designee, will acknowledge receipt and begin an investigation.
- The ADA Coordinator, or designee, may meet with the complainant to discuss the matter and potential resolutions.
- A written determination, including findings and any proposed corrective actions, will be issued within 60 calendar days of receipt of the complaint.

Appeal

- If the complainant is not satisfied with the ADA Coordinator's decision, they may appeal in writing within 15 working days to the City Administrator.
- The City Administrator, or designee, will review the matter and issue a final written response within 30 calendar days.

External Remedies

- Use of this procedure does not preclude an individual from filing a complaint directly with the U.S. Department of Justice, Civil Rights Division, or with the California Department of Transportation (Caltrans).

CITY OF OROVILLE
ADA COMPLAINT FORM

This form is to be used by any individual who wishes to file a complaint alleging discrimination on the basis of disability in the provision of City services, activities, programs, or benefits. Alternative means of filing are available upon request (e.g., telephone, in-person, or through a representative).

Complainant Information

Name: _____

Address: _____

City/State/ZIP: _____

Phone: _____

Email: _____

Person Discriminated Against (if different from above)

Name: _____

Address: _____

City/State/ZIP: _____

Phone: _____

Email: _____

Alleged Discrimination Information

Location of incident: _____

Date of incident: _____

City staff/department involved (if known): _____

Description of what happened (attach additional pages if needed):

_____

_____

_____

Resolution Requested

Please describe what action or outcome you are seeking:

_____

_____

_____

Signature: _____ Date: _____

Please return this form to:

ADA Coordinator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Phone: 530-538-2420 Email: publicworks@cityoforoville.org

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **TYSON PARDEE, MANAGER**
INFORMATION TECHNOLOGY DIVISION

RE: **CITY HALL CAMERA SYSTEM**

DATE: **SEPTEMBER 16, 2025**

SUMMARY

The City Council shall consider approving a contract with Tec-Com Low Voltage Solutions, Inc. for a camera surveillance system for City Hall in the amount of $45,135.00.

DISCUSSION

City Hall is in need of a new surveillance camera system, as the existing infrastructure has become non-functional. The proposed upgrade will incorporate modern camera technology and comply with all applicable federal requirements.

Scope of Work

1) Deployment of cameras that meet NDAA and TAA compliance standards
2) Installation of dedicated hardware, including servers and network
3) Provision of video storage with a minimum 90-day retention capacity
4) Scalable storage architecture to accommodate future camera additions
5) Complete installation and configuration of all hardware and software components

At the April 2, 2024 City Council meeting, staff presented a report regarding the installation of security cameras at the Public Safety Facility. That project was successfully completed through a competitive Request for Proposal (RFP) process, with Tec-Com Low Voltage Solutions, Inc. selected as the winning bidder.

Given Tec-Com's successful implementation and the compatibility of their system with the proposed upgrade, staff recommends proceeding with Tec-Com for the City Hall project to ensure seamless integration and continuity across municipal facilities.

FISCAL IMPACT

Tech Fee Fund in the amount of $45,135.00

ACTION(S) REQUESTED -

1. **APPROVE ENTERING INTO A SERVICE CONTRACT (AGREEMENT NO. 3566) WITH TEC-COM LOW VOLTAGE SOLUTIONS INC.; AND**
2. **AUTHORIZE THE MAYOR TO SIGN.**

ATTACHMENTS

1) Tec-Com Proposal
2) Tec-Com Service Contract – A-3566

TEC-COM
LOW VOLTAGE SOLUTIONS INC.

2045 LIVE OAK BLVD, YUBA CITY, CA 95991
OFFICE: 530-751-2155 / www.tec-com.net
CCL: 769824 / DIR: 1000415457

Bid Proposal 254065 renewed
August 12, 2025

Project: Oroville City Hall Camera System

TEC-COM is pleased to provide this Bid Proposal for the “Oroville City Hall Camera System” project.

Our proposal is based on prevailing wage pay rates and information provided from project RFP and mandatory on-site walk on 12-11-2024.

Tec-Com is registered with the **DIR (#1000000735)**, we are a Axis Certified Pro and Gold Member Installer and can provide manufacturer warranty on installed items.

This Full Axis solution provides you with additional discounts, as well as never needing to purchase any licenses or software updates.

Scope of Work

Camera System

1. Provide site with working IP base Camera System as requested on plans and specifications for the City Hall Building.
2. Provide and install the following IP cameras with all mounting hardware and components.
   - Qty. 2 – Single Lens 360° Fisheye Cameras. Axis M4317-PLVE
   - Qty. 3 – Single Lens Outdoor 2mpxl Dome Cameras. Axis P3268-LVE
   - Qty. 6 – Indoor Bullet Camera. Axis M2036-LE
   - Qty. 1 – Single Lens Outdoor 4k Dome Camera. Axis P3268-LVE
3. Install the following owner furnished cameras.
   - Qty. 1 – Four Sensor 360° Dome Camera. Axis P3737-PLE
   - Qty. 1 – Indoor Bullet Camera. Axis M2036-LE
4. Provide and install new Cat6 cable and associated hardware from existing telecom room to all new camera locations.
5. Provide and install new 24 TB Server with built in PoE switch in existing Rack allowing for 30 days recording. Axis Video Recorder S2224 this allows the addition of more cameras later.
6. Provide conduit and components where needed for all outdoor camera locations.
7. Test all newly installed cabling and provide as-built drawing, warranty & test result documentation package.
8. Configure system and cameras for optimal viewing and retention and train owner on use of system.

EXCLUSIONS:

1. Pathways / Sleeves / Cable Tray (hangers only).
2. Network / Phone / WAP / AV Active Hardware.
3. Any work not listed above.

Material Cost:……$22,455.00
Labor Cost:……$22,680.00
Total Cost:……$45,135.00
All pricing includes tax, and freight and is good for 60 days from date on proposal.

Authorized Signature Ryan Bradford **Date** 08-12-2025
Ryan Bradford - Estimator

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this 16th day of September, 2025, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and Tec-Comm Low Voltage Solutions, 2045 Live Oak Blvd, Yuba City, CA 95991 (hereinafter referred to as the "CONTRACTOR").

RECITALS

A. The CITY proposes to contract for professional services as outlined below;

B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

1. SERVICES.
The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.

2. TERM OF AGREEMENT.
The term of this contract shall commence upon execution by both parties and shall expire on November 30, 2025 unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.
The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed $45,135.00 for services provided pursuant to this Agreement as described in "Exhibit B." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the DISTRICT for services performed to the DISTRICT's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the DISTRICT.

5. CONTRACT ADMINISTRATION.
5.1. The CITY's Representative. Unless otherwise designated in writing, the IT Manager shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

5.2. Manager-in-Charge. For the CONTRACTOR, Ryan Cetko shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be

binding on the CONTRACTOR. The Manager-in Charge shall not be replaced without the written consent of the CITY.

5.3. Responsibilities of the CITY. The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

5.4. Personnel. The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

6.1. Termination for Convenience. Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

6.2. Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and

agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

The obligations established by this paragraph will survive termination of this Agreement. For purposes of this paragraph:

• CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.

• Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.

• The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

• The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.
8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. Workers' Compensation Coverage. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation or nonrenewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY. This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement.

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. Automobile Liability Coverage. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars ($300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. Professional Liability Coverage. The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

8.2. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

8.2.8. Contractor agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8.3. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the CITY Attorney. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

8.4. Certificates of Insurance. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

8.5. Failure to Procure Insurance. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. ASSIGNMENT AND SUBCONTRACTING.

The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully

responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.
The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. Taxes. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. Workers' Compensation Law. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

10.3. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the DISTRICT that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession.

11. CONFLICT OF INTEREST.
The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.
The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or

pregnancy-related condition. The CONTRACTOR will ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. RECORDS AND AUDITS.
The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

14. OWNERSHIP OF DOCUMENTS.
It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

15. INDEPENDENT CONTRACTOR.
The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY.

16. NOTICE.
All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY:
City of Oroville,
1735 Montgomery Street,
Oroville, California, 95965
Attention: City Administrator

CONTRACTOR:
Tec-Com Low Voltage Solutions, Inc.
2045 Live Oak Blvd.
Yuba City, CA 95991
Attention: Ryan Cetko

17. GOVERNING LAW.
This Agreement shall be governed by the laws of the State of California. The venue shall be the County of Butte, California

18. ENTIRE AGREEMENT; MODIFICATION.
This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

19. WAIVER.
Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

20. EXECUTION.
This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

21. AUTHORITY TO ENTER AGREEMENT.
The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the 16th day of September, 2024.

CONTRACTOR:

_____

_____

Ryan Cetko, Vice President

CITY OF OROVILLE:

_____

_____

Brian Ring, City Administrator

APPROVED AS TO FORM:

_____

_____

Scott Huber, City Attorney

Exhibit A

Camera System

1) Provide site with working IP base Camera System as requested on plans and specifications for the City Hall Building.
2) Provide and install the following IP cameras with all mounting hardware and components.
    - Qty. 2 – Single Lens 360° Fisheye Cameras. Axis M4317-PLVE
    - Qty. 3 – Single Lens Outdoor 2mpxl Dome Cameras. Axis P3268-LVE
    - Qty. 6 – Indoor Bullet Camera. Axis M2036-LE
    - Qty. 1 – Single Lens Outdoor 4k Dome Camera. Axis P3268-LVE
3) Install the following owner furnished cameras.
    - Qty. 1 – Four Sensor 360° Dome Camera. Axis P3737-PLE
    - Qty. 1 – Indoor Bullet Camera. Axis M2036-LE
4) Provide and install new Cat6 cable and associated hardware from existing telecom room to all new camera locations.
5) Provide and install new 24 TB Server with built in PoE switch in existing Rack allowing for 30 days recording. Axis Video Recorder S2224 this allows the addition of more cameras later.
6) Provide conduit and components where needed for all outdoor camera locations.
7) Test all newly installed cabling and provide as-built drawing, warranty & test result documentation package.
8) Configure system and cameras for optimal viewing and retention and train owner on use of system.

EXCLUSIONS:

1) Pathways / Sleeves / Cable Tray (hangers only).
2) Network / Phone / WAP / AV Active Hardware.
3) Any work not listed above.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **AUTHORIZATION TO PAY GOLDEN STATE FIRE FOR THE PURCHASE OF ONE PIERCE TYPE 1 FIRE ENGINE AND ONE PIERCE AERIAL LADDER TRUCK**

DATE: **SEPTEMBER 16, 2025**

SUMMARY

The City Council shall consider authorizing the payment of $2,904,367.12 to Golden State Fire for the purchase of one Pierce Type 1 Fire Engine and one Pierce Aerial ladder truck.

DISCUSSION

City staff applied for and was awarded grant funds to purchase a Pierce Type 1 Fire Engine and Pierce Aerial ladder Truck City. Due to the 36-48 month build period for each piece of equipment, staff requested and received authority to expend grant funds a prior to the execution of the standard agreement that allow the City to order the equipment and not wait until the standard agreement was complete. Additionally, the City chose to prepay for the equipment in order to receive a $427,506 pre-payment discount. Golden State Fire typically invoices within 30 days of ordering the equipment, we are currently more than 60 days out and have not received a standard agreement.

City staff met with Golden State Fire and had requested information regarding a bridge loan that would allow Golden State Fire to be repaid but also allow the City more time to receive, execute the standard agreement and then request reimbursement from State CDBG. Because the interest rate would cost the city $60K-$90K depending upon the length of the loan, staff felt that utilizing general funds to pay the invoice and be reimbursed by the grant would be a better option. By prepaying with general funds, we will not only save $427,506 by pre-paying, we will also have some interest savings as well.

FISCAL IMPACT

The transfer of $2,904,367.12 from fund to 100 to fund 222-8030-24CDBGCPA1 to Golden state Fire Apparatus for the purchase of one Pierce Type 1 Fire Engine and one Pierce Aerial latter truck. Once grant funding is received, the City will be reimbursed for this expense.

ACTION REQUESTED -

AUTHORIZE STAFF TO PAY $2,904,367.12 TO GOLDEN STATE FIRE APPARATUS FOR THE PURCHASE OF ONE PIERCE TYPE 1 FIRE ENGINE AND ONE PIERCE AERIAL LADDER TRUCK.

ATTACHMENTS

None

OROVILLE CITY COUNC
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

September 02, 2025
REGULAR MEETING
MINUTES

CALL TO ORDER / ROLL CALL

Present Council Members: Chuck Reynolds, Scott Thomson, Tracy Johnstone, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The City Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – Two Cases.

2. Pursuant to Government Code Section 54957, the Council met with the Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees

3. Pursuant to Government Code Section 54956.8, the Council met with the staff regarding Conference with Real Property Negotiations for 1200 Myers Street, Oroville, CA 95965 APN: 012-032-033-000

OPEN SESSION

1. Announcement from Closed Session – Direction given; no action taken.

2. Pledge of Allegiance – Led by students from Ophir Elementary School.

3. Adoption of Agenda –

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

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman.

NOES: None

ABSENT: None

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: Rhonda Magnusson; Misty Wright; The CameraMan; Bill Speer; Dorinda Scofield; and Joe Vasquez.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports –

   Vice Mayor Smith: The Salmon Run will be happening during the Salmon Festival on September 27, 2025. The was a flyer shown and a QR code that can be used to register for the event. Vice Mayor Smith also thanked the Planning Commissioners for their hard work.

   Mayor Pittman: Thanked City staff for the community meeting on Biomass. He stated it was very informative and there was a great presentation given.

2. Administration Reports

   Brian Ring, City Administrator: Hwy 162 work is being done due to PG&E gas line testing. There will a repaving of the roads to come following week. He mentioned the 2026 CalTrans project being on track with funding having been received. Mr. Ring reported the Butte County Association of Governments are advocating for more funding for the Table Mountain Blvd/Washington Avenue project. Lastly, he announced staff is making good progress on the 311 project.

   Ron Belser, Director of Code Enforcement: Provided the monthly statistics report to the City Council.

   Patrick Piatt, Director of Community Development: Thanked those who attended the Biomass community meeting. He stated there will be more workshops/meetings in the future regarding this topic.

   Alyssa Stutz, Director of Public Works: See attached report.

   Jason Wines, Chief of Police: Reported that there is one trainee position open, with all other vacancies being filled. There was a new dispatcher who started today.

CONSENT CALENDAR

Consent calendar **items 1 - 7** were adopted in one action by the Council.

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

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman.

NOES: None

ABSENT: None

ABSTAINED: None

1. APPROVAL OF MASTER SALARY SCHEDULE – ADDITION OF PAYROLL TECHNICIAN

The City Council approved the updated Master Salary Schedule, which includes adding the Payroll Technician position.

2. CONSIDERATION AND APPROVAL OF A JOB DESCRIPTION FOR A FIRE MARSHAL/INSPECTOR

The City Council adopted a job description for Fire Marshal/Inspector and salary range.

3. BRANDLEY ENGINEERING TASK ORDERS NOS. 1 & 2 OF AGREEMENT NO. 3548 FOR ENGINEERING AND CONSTRUCTION MANAGEMENT FOR 2025 AIRPORT PROJECTS

The City Council shall consider approved 2 task orders from Brandley Engineering:

Task Order No. 1 – Engineering design and construction management services for Crack Seal Taxiway L and the North Tie Down Apron for an amount not-to-exceed $98,500.00

Task Order No. 2 – Engineering design and construction management services for Crack Seal South Tie Down Apron, Tee Hangar Taxilanes, and Runway 13-31 Marking Upgrades for an amount not-to-exceed $141,500.00.

4. PRE-APPROVAL OF CONTRACT AWARD FOR AIRPORT CRACK SEAL PROJECTS PENDING FAA GRANT OFFER WITH Q&D CONSTRUCTION

The City Council preapproved the award of contract to Q&D Construction in the amount of $280.000.00 for two crack sealing projects at the Oroville Municipal Airport, contingent upon receiving the grant awards from the FAA for the projects.

5. CONTRACT FOR SCHEDULE B – PROJECT 2: RUNWAY 13-31 MARKING UPGRADES WITH SPECIALIZED PAVEMENT MARKING LLC

The City Council preauthorized to award bid for contract for marking upgrades on runway 13-31 at Oroville Municipal Airport to Specialized Pavement Marking LLC in the amount not-to-exceed $65,400.00 once the official grant award documentation is received.

6. NOT-TO-EXCEED AGREEMENT WITH PRECISION CONCRETE CUTTING (PCC) FOR SIDEWALK MAINTENANCE AND TRIP HAZARD REPAIR

The City Council approved a not-to-exceed agreement (Agreement No. 3564) in the amount of $18,000 with Precision Concrete Cutting (PCC) to assess and repair uneven sidewalks within the Oroville High School zone. The work will address trip hazards and improve pedestrian safety through PCC's specialized horizontal saw-cutting method, providing a cost-effective alternative to full slab replacement.

7. APPROVAL OF REGULAR MEETING MINUTES

The City Council approved the regular meeting minutes of 08.19.2025.

REGULAR BUSINESS

8. CONTRACT AMENDMENT WITH TABLE MOUNTAIN GOLF COURSE FOR OPERATING AND MAINTAINING CITY OWNED FACILITY

Brian Ring, City Administrator presented this item to the City Council.

The City Council voted to amend a portion of the agreement (Agreement No. 764-10) which provides revenue to the City and partial reimbursement for costs associated with projects which are approved by the Council to TMGC.

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

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Vice Mayor Smith, Mayor Pittman.

NOES: None

ABSENT: None

ABSTAINED: None

9. DISCUSSION AND DIRECTION REGARDING ZONING CODE DIRECTIONS FOR TATTOOING, PERMANENT MAKEUP, AND RELATED SERVICES

The following member(s) of the public submitted public comment on this item: Natalie Sheard; Cheyann Velasquez; and Joe Velasquez.

Kiley Cope, Assistant Planner presented this item to the City Council.

The City Council directed staff to pursue option 1 provided, which would treat all pigment-based services the same. This approach is consistent with state law, simplifies enforcement, and ensures uniform treatment of similar uses.

10. TABLE FOR 8 AT THE 2025 OROVILLE ECONOMIC ALLIANCE ANNUAL BBQ

The City Council approved purchasing a table for 8 at the annual Oroville Economic Alliance BBQ for a price of $510.00.

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

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Mayor Pittman.

NOES: None

ABSENT: None

ABSTAINED: Vice Mayor Smith

PUBLIC HEARINGS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

No additional public comment received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items – None provided.
2. Correspondence – None received.

ADJOURN THE MEETING

The meeting was adjourned at 5:47PM.

Brian Ring, City Clerk

David Pittman, Mayor

CITY OF OROVILLE

PUBLIC WORKS DEPARTMENT CITY COUNCIL UPDATE

AUGUST 2025

Prepared by: Alyssa, Cody, Jamie, Nancy, Tim, Wade, Vanessa

Date: 09/02/2025

This monthly newsletter highlights key activities in each Public Works division with visuals and brief updates.

Airport Division

Operations:



- 8,000-gallon AVGas delivery. Sale prices at airport remain at $5.90 for AVGas which is at the lower part of average pricing within a 50-mile radius of our airport.
- Continued evaluation of hangar leases for Butte County Sheriff. Received their response / proposal and will be providing update soon.
- Continued work with legal team on pending hangar evictions for lack of payments. Notices posted.
- Electrical team was able to facilitate long needed repairs to REIL (Runway End Identifier Lights) lighting on runway 20
- Prepared staff reports for upcoming projects at airport. Pending council consideration 9/2/25
- 1,367 gallons of AVGas sold through 8/28/2025
- 1,351 gallons of Jet A sold through 8/28/2025

Maintenance:



- Lubricated various hangar doors
- Daily lighting inspections
- Daily Foreign Object Debris (FOD) inspections
- Addressed operational issues with new opener on entry gate #2

Projects:

- Continued upgrades to LED lighting as time allowed
- Certified Unified Program Agency (CUPA) Inspection completed. All tanks, apparatus, documentation and training records approved by inspecting authority.
- Preparation for contract award for crack seal project (once approved by Council)
- Soliciting updated bids for roof repairs on FBO

Engineering Division

2000 Challenger Avenue Update

Final Report has been received from the contractor.

Fire Department leadership has toured the site and discussed layout with the contractor.

Project is viable to convert the existing facility to a Public Safety Facility, with some assumptions. The existing equipment bays cannot be modified to include a second story dormitory due to minimum ceiling height and egress requirements.

Projected cost is $2.5M in today's dollars. Staff recommends a budget of $4M to mitigate unforeseen conditions and increase in construction costs.

Original designer has been requested to submit a proposal for the renovation/improvements design.



Hewitt Park Update

Contract Award Amount: $4,530,077

Current Contract Amount: $4,655,380

Current Change Orders Planned: $421

Contingency Remaining (including Planned Change Orders): $327,284

Pickleball courts have been placed, hillside is nearly complete with grading and accessibility ramp installation. Community Day held on August 12th was successful, with ~25 residents attending. Another Community Day will be planned for mid-October.

Work planned for September:

- Concrete landings at slides, lower ADA ramp, playground seat walls, field light pole bases
- Mechanical room equipment, pickleball court net poles, splash pad electrical and water, rubber mat for playground
- Pressure test landscaping irrigation, conduit for field lights, electrical panel in mechanical room

Playground Equipment



Walkway concrete



Corporation Yard Update

Contractor: United Building Contractors (UBC)

Architect: Studio W

Phase 1 award amount: $30,000 + $7,500 for survey work

Contract Award: April 15th, 2025

Discussion:

Topographic survey for Accessibility is complete and incorporated into site plans.

Final Programming and Schematic Layout will be complete this week, and contractor is working on their Guaranteed Maximum Price (GMP).

Project team will bring GMP and proposed schematic layout to the Council for approval tentatively on October 7th.

Project is viable with favorable interpretations of occupancy/using alternate means and methods with building code reviews.

Risks to Budget:

1. Site investigation revealed the electrical load in mechanics building exceeds available supply. Available supply is 150 amps, 450 is the calculated load based on observations of the existing Corp Yard and future required capabilities. 600 Amps would allow for expected growth. New electrical demand will require new switch gear and conductors.
2. Original scope of work did not include conditioning the mechanics building. Conditioning the space will require a 40-ton HVAC unit and thermal insulation of the building.
3. Occupancy levels in the office building due to meeting room sizes may require a higher number of restroom facilities and fixtures based on square footage. Opportunities exist to classify the facility to the City's advantage and keep the required number in the "normal" range.

Reworking fencing and vehicle entrance layout was not in the original scope – Need to have, low on the recommended priority list.



Bedrock Park

Contract Award Date: April 15, 2025

Contractor: Melton Design Group, Inc.

Contract Amount: $103,175

Project Phasing:

- ✓ Task 1 – Project Launch and Coordination
- ✓ Task 2 – Site Analysis, Topographic Survey, Base Development

•Task 3 – Master Plan, Program Development, Cost Analysis

PAUSE HERE FOR COMMISSION/COUNCIL REVIEW/APPROVAL

•Task 4 – Design Development to 50% (Phase 1 only)

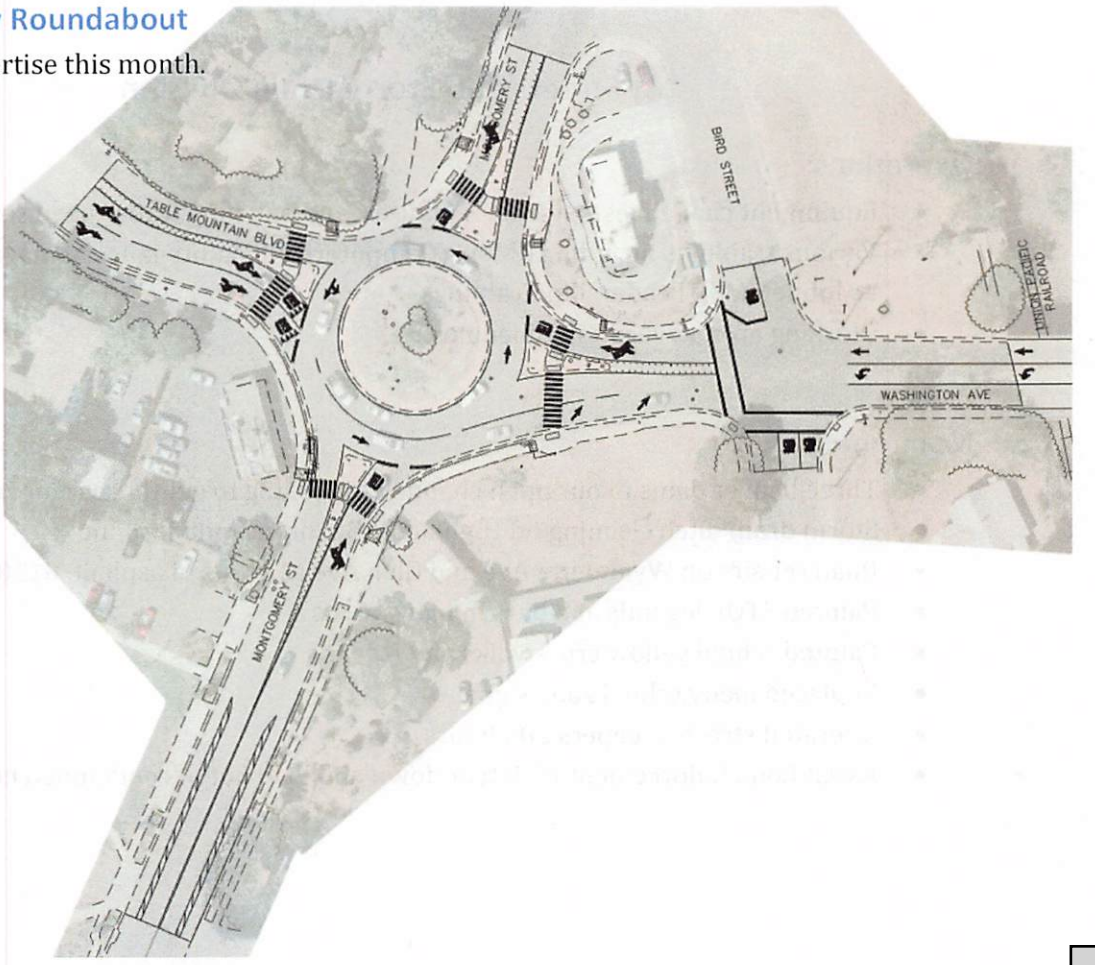
•Task 5 – Construction Drawings, Specs, Submittals (Phase 1 Only)

•Task 6 – Bid and Construction Administration (Phase 1 Only)

Discussion: Tasks 1 and 2 are complete. The Master Plan, Program Development, and Cost Analysis will be presented to the City Council on October 21st.

Montgomery Roundabout

Project to advertise this month.



South Oroville Drainage Improvements

Project is moving forward with American Engineering. They are focusing their attention on Greenville and the culvert issue there and the right-of-way needed for drainage and street improvements on Elgin and Fort Wayne.

Washington and Table Mountain Complete Streets Project

Project is underway with Mark Thomas. Currently planning for a California Transportation Commission presentation at the end of this month. Public Workshops forthcoming.

Norton Street Repave Project

City is working with Rolls Anderson Rolls to design drainage improvements and road rehabilitation along Norton Street. Challenges are that the road is very narrow, the public needs both sides of the road for parking, currently not access compliant, utilities throughout the public right of way, and there are no sidewalks. Considering having the road be one-way to keep parking on both sides. Will be reaching out to property owners for feedback.

Traffic Light at Acacia and Orange

Looking at ways to optimize the traffic lights while we wait for funds to run a full roundabout feasibility study. Met with a company that may be able to decrease wait times using newer technology. It would require the City pay for cameras at the site ($5,000 to $8,000) and a subscription at $5,000 per year.

Streets and Storm Drain Division

Operations:

- Equipment challenges – sweeper, mini-ex, and patching trailer need servicing.
- Various trainings including CMMS (Computerized Maintenance Management System – MobileMMS), Leadership Trainings
- Working around vacation schedules.

Maintenance:

- Three beaver dams in our open channels. Working to get those removed.
- Storm drain ditch cleaning off Highlands, Boynton, and Pierpont
- Road repairs on Wyandotte Ave and Glen Ave (27 tons of asphalt, 6150 sq ft)
- Painted STOP legends and bars in many areas
- Painted school yellow crosswalks and legends
- Replaced many school zone signs
- Operated street sweepers 200 hours
- Assist Code Enforcement with tear down and load out of condemned house on Elgin

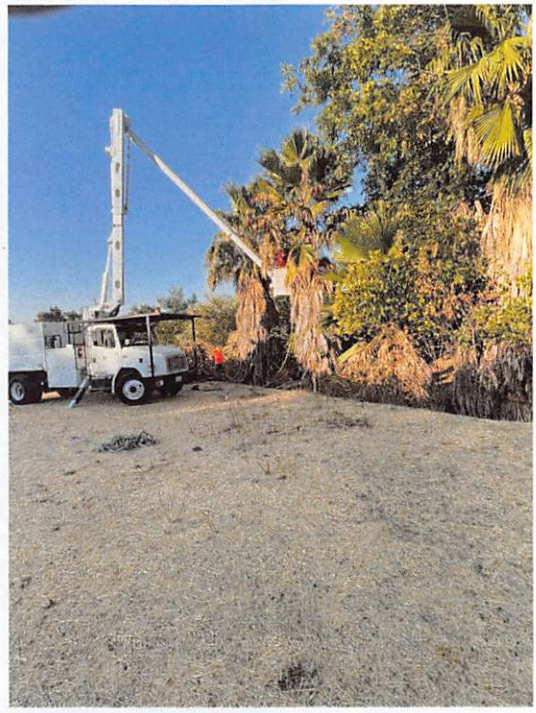

CAT
321D


AHEAD

Parks & Trees Division

Operations

- Worked 175 crew hours with Street Dept on ditch work and vegetation management
- Various trainings including MMS, Leadership, and others.
- Working around vacation schedules.



Maintenance:

- Cleaned parks and green areas 4 days a week.
- Mowed parks and green areas on a routine basis.
- Cleaned and weeded Landscape, Lighting, and Assessment Districts.
- Trimmed 164 street trees.
- Watered street trees for 154 crew hours.
- Sprayed herbicides throughout parks and green areas.
- Checked and made numerous irrigation repairs in parks and green areas.
- Worked weekends opening and closing museums and working numerous events in parks



Museums

Operations

Museum Closures and Modified Hours

- Antique Tool Museum remains closed for building and exhibit maintenance.
- Lott Home hours are reduced to Saturdays only.
- Nature Center, Pioneer Museum, Lott Home and Chinese Temple will be open during Salmon Festival, September 27, 10 am to 2 pm.

Strategic Planning

- All museums are undergoing strategic planning process to increase visibility and accessibility.

Docent Association

- Docent Association structure and bylaws are under review by City Staff.

Collections Management/Care

- Nature Center taxidermy and bones specimens have been assessed, cleaned and treated for dermestid activity.
- Nature Center Native collection removed for inventory, per NAGPRA.
- Nature Center eagle permit application process underway, per U.S. Fish and Wildlife.
- Housekeeping plans in development.

Exhibits

- Museums received a free exhibit consultation from Exhibit Envoy.

Events/programs

- Curator and docents attended Hmong Family Fun Day on Aug. 9; facilitated craft and dispersed museum and volunteering information. Reach appox. 500 people.
- Planning for fall/winter events is in full swing.
- Museums will be participating in upcoming Salmon Festival on September 27.
- The City will enter into a professional services contract with Lagom Tea Infusions to facilitate tea programs at the Lott Home and Chinese Temple.

Building Maintenance

- Pioneer Museum roof and HVAC receiving bids, tentative installation scheduled for December.
- Antique Tool Museum roof in need of repair to prevent leaking. HVAC also in need of repair.
- Nature Center interior has been cleaned in preparation opening during Salmon Festival, September 27, 2025.

- Curator is working with Parks team to fulfill agreement to remove Bolt name from Antique Tool Museum, including signage on building.

Special Projects

- Chinese Temple documentary is still in the editing process (in collaboration with Chico State).
- Chinese Temple augmented reality virtual exhibition in progress (in collaboration with Chico State and Chinese Historical Society, SF).
- The Curator, as a representative of the City, is collaborating with the *Any Given Child Initiative* to produce and facilitate art-inspired programming for third and fourth graders at the Chinese Temple and Pioneer Museums.
- Historic oil painting of Bidwell mansion and its frame from the Pioneer Museum's collection is undergoing conservation treatment. Expected completion December 2025. Conservation was supported by donation.



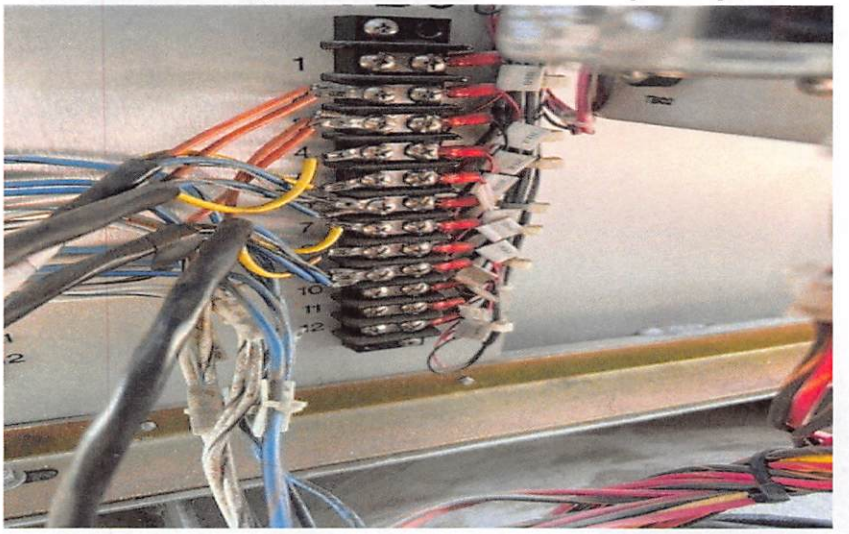
Sanitizing and cleaning skeletal specimens from the Nature Center's collection.


Hmong Family Fun Day August 9, 2025
City of Oroville museums provided craft and brochures

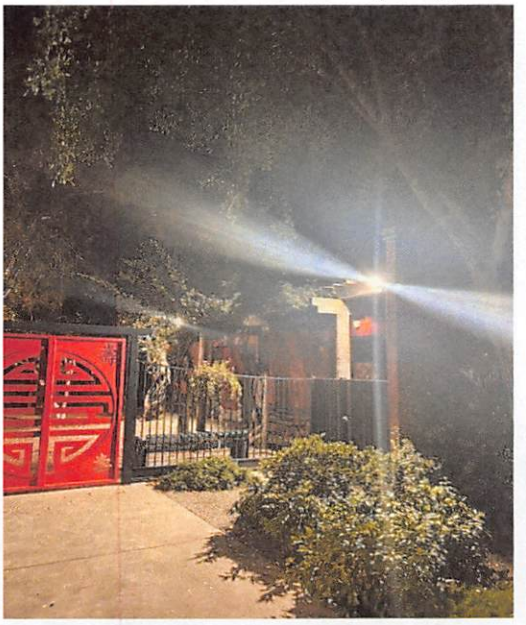
Electrical Division

Projects:

- Electrical crews completed installation of Cal Fire pre emption



- Finished installation of new lighting at the Temple museum





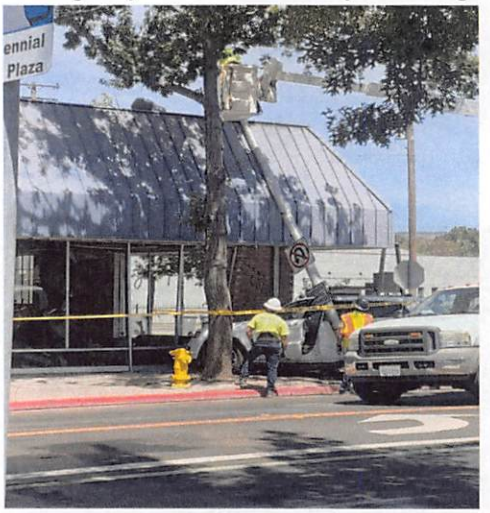
- Installed new electrical outlet at the fire station



Installed a new electrical outlet in the mechanic's shop

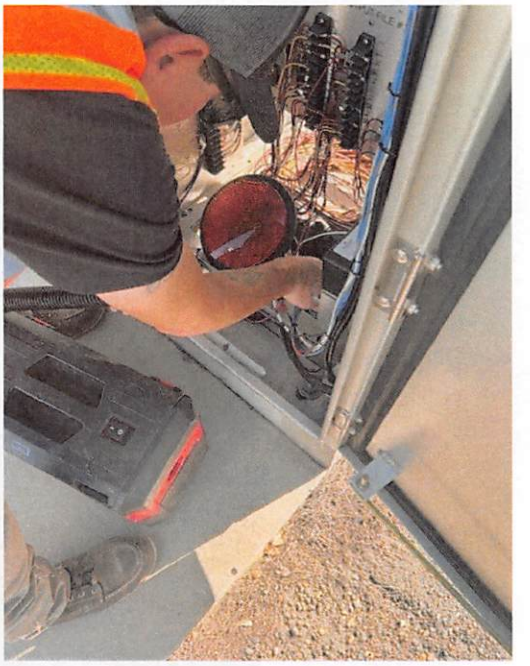


Emergency extraction of city streetlight on Lincoln and Montgomery St



Facilitated monthly maintenance and inspection on all city traffic signals and street lights





Fleet Division

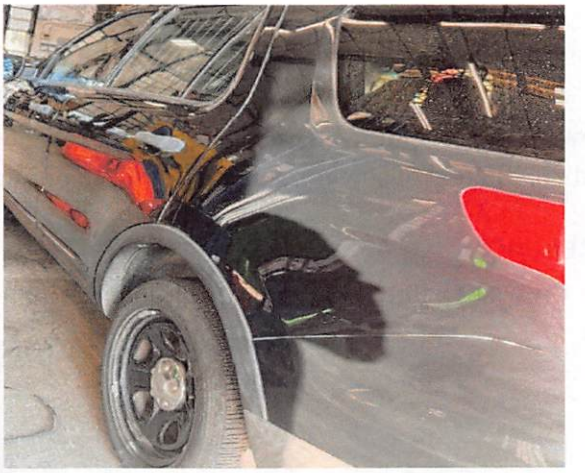
Operations:

In the month of August, the fleet mechanic shop facilitated 40 repairs:

- 17 Vehicles from the police department
- 6 vehicles/equipment from the sewer department
- 7 vehicles/equipment from the Parks department
- 1 vehicle from the admin department –
- 6 vehicles/equipment from the Street department –
- 1 vehicle from the electrical department –
- 2 vehicles from the Code Enforcement department.

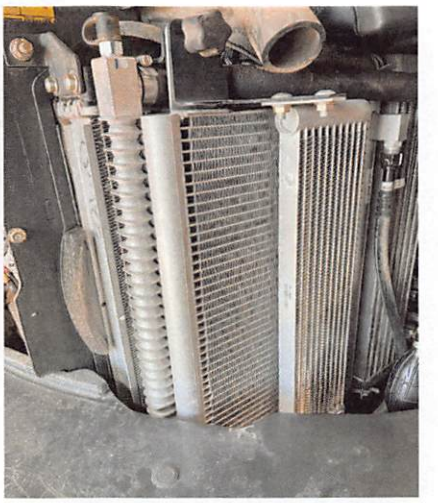
Some of the repairs are as follows: Police vehicle buffed to restore paint before new graphics



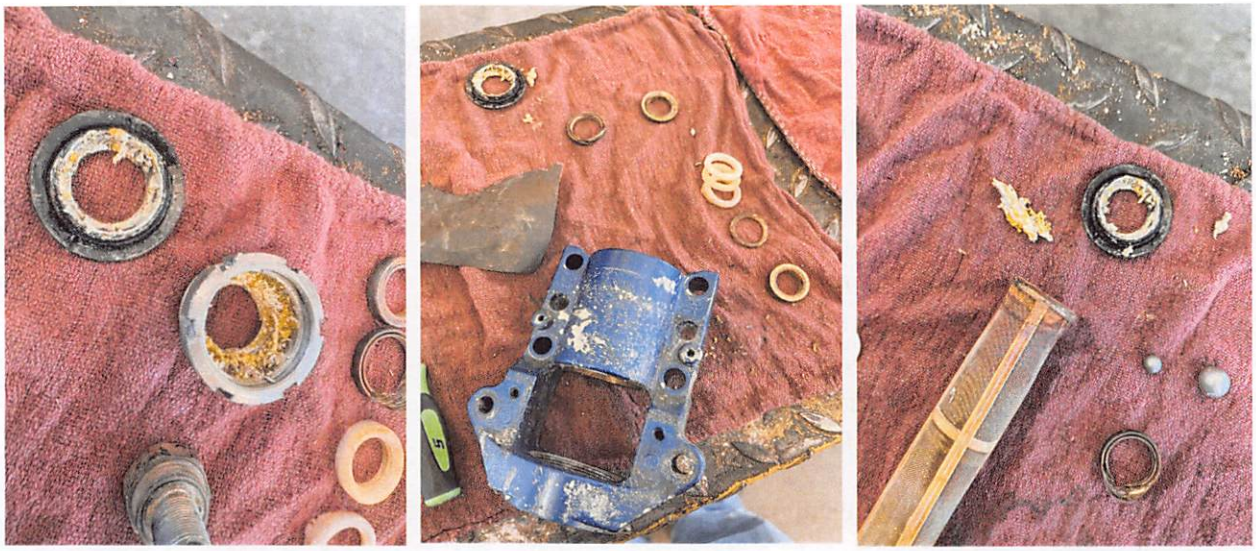


Sewer Mini excavator brought in for service and over heating issue.





Streets paint sprayer pump was rebuilt. Clogged with paint in the system and worn seals.



Sewer Division

City sewer crew's conducted CCTV inspections on 7,850 feet of sewer main and cleaned/Jet rodded 26,383 feet of sewer main in the month of August.

Maintenance:

- Crews Repainted the Interior of Olive Glen lift station.

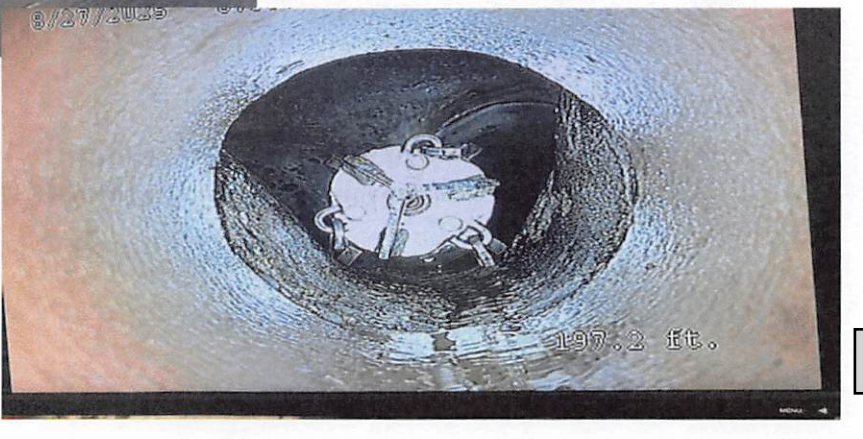




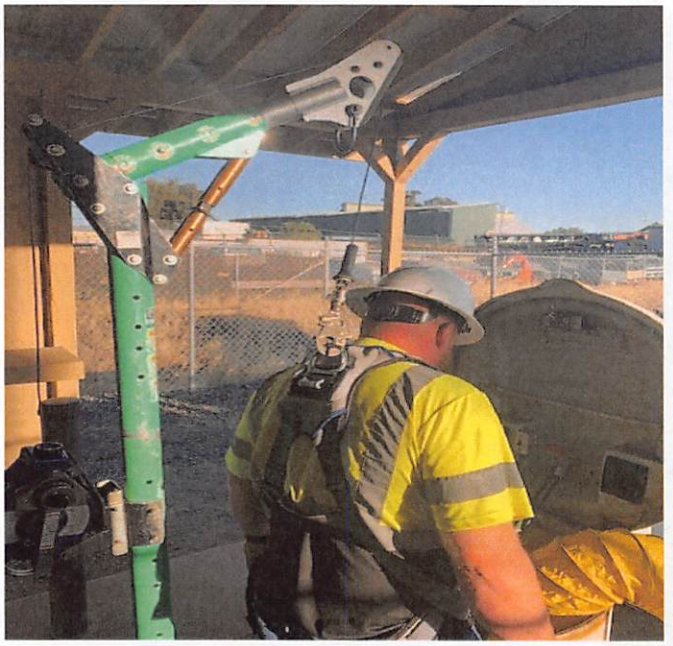


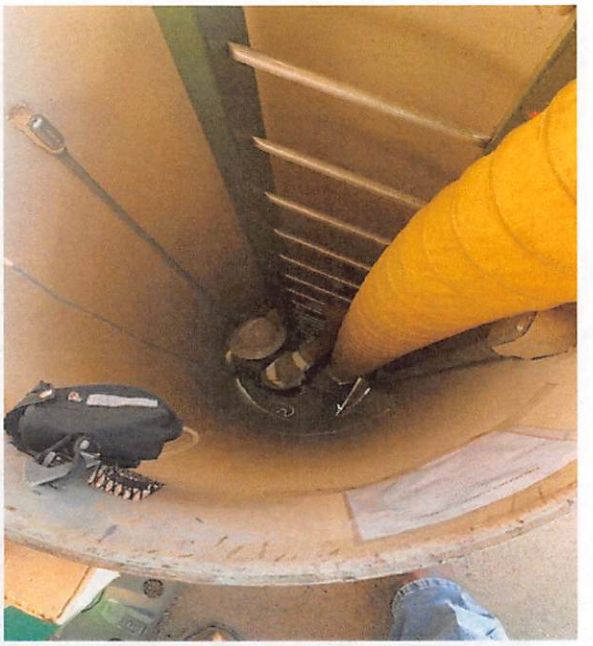


Crews removed LARGE root ball found during a CCTV inspection of a 10-inch city sewer main



City sewer division monitoring South 7th lift station during a PG&E power outage on 8/13/25 through 8/14/25.





City sewer crew conducted CCTV inspections of SC-OR sewer mains located on Oro Dam Blvd, down 7th Ave to Cal Oak. Discussions being held regarding the City taking ownership of the mains in this location due to the number of new developments along this stretch.



Additional Notes & Attachments:

- Continuing to make updates to the City website
- Continuing to work toward implementing the new 311 system

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND CITY COUNCIL MEMBERS**

FROM: **KAYLA REASTER – ASSISTANT CITY CLERK**

RE: **RECOMMENDATION FOR APPOINTMENT OF DACOTA QUINN TO THE OROVILLE PARK COMMISSION**

DATE: **SEPTEMBER 16, 2025**

SUMMARY

The City Council shall consider appointing Dacota Quinn to serve on the Oroville Park Commission with a term of September 16, 2025 – September 16, 2030.

DISCUSSION

The Oroville Park Commission provides recommendations to the City Council on the development, maintenance, and improvement of Oroville's parks and recreation facilities. The Commission ensures that Oroville's parks remain welcoming, safe, and accessible for residents and visitors of all ages.

A vacancy currently exists on the Oroville Park Commission. Dacota Quinn, an Oroville resident with deep family roots in the community, has applied to serve in this role. His application demonstrates a commitment to youth development, community service, and stewardship of public spaces.

Mr. Quinn is a lifelong Oroville resident, representing four generations of his family who have called Oroville home. He is the father of four sons currently attending local schools (Stream and Ishi Middle School) and has been actively engaged in supporting youth and school activities. His experience includes:

- Coaching U16 soccer and supporting youth athletics through the Oroville Youth Soccer League and martial arts programs.
- Serving in school leadership and parent roles, including the Stream Parents Club and the Stream School Site Council.
- Active involvement in youth organizations such as the Las Plumas FFA, where he developed strong values of responsibility, teamwork, and service.

FISCAL IMPACT

None

ACTION REQUESTED -

APPOINT DACOTA QUINN TO SERVE ON THE OROVILLE PARK COMMISSION WITH A TERM OF SEPTEMBER 16, 2025 – SEPTEMBER 16, 2030.

ATTACHMENTS

Dacota Quinn’s Park Commission Application

RECEIVED
AUG 25 REC'D

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:

Orouille Park Commission

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

4 Planning Commission
5 Arts Commission
3 Housing Loan Advisory Committee
2 Citizens Oversight Committee
1 Park Commission
6 Other: _____

APPLICANT INFORMATION

Name (print): Dacoda E. Quinn

Residence Address: 2545 Oro Quincy Hwy Oroville, CA 95966

Mailing Address (if different): Same

Telephone: 530.712.7478 E-Mail Address: MetalBuildingsPlus@icloud.com

Are you a qualified elector** of the City? Yes ☐ No X

EMPLOYMENT INFORMATION

Occupation: Supervisor - Rodent Specialist / Route Manager

Current Employer: Gecko Pest Control

Current Employer Address: 185 East Avenue Chico, CA 95926

Telephone: 530.342.3050

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

Education: Business Management (Shasta Community College)

Memberships of Organizations: STREAM School Site Council, Stream Parents Club

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

If yes, list committee/commission and dates served: No governmental

 APPLICATIONS FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

OPTIONAL

How did you hear about this recruitment? Employer notified me.

VERIFICATION

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

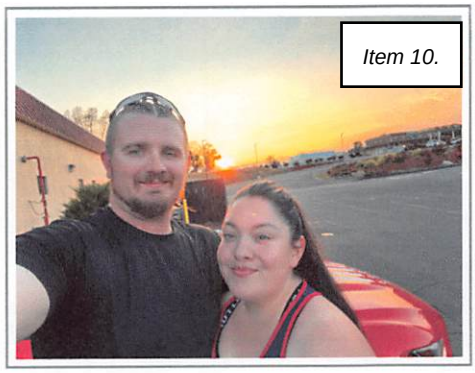
Date: August 23, 2025 Signature: Dacoda E. Quinn

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

Please see Attached addition Page

I look forward to serving my Community.

Thank You!



Dacoda Quinn

August 24, 2025

Oroville City Council

Dear Council,

I am Oroville born and raised, with four generations of my family calling Oroville home. My deep roots here have shaped my commitment to serving and giving back to the community that has given so much to me and my family.

As a father of four sons who currently attend local schools — Stream and Ishi Middle School — I understand the importance of having safe, engaging, and accessible public spaces for our youth. My boys are actively involved in the community through martial arts programs and the Oroville Youth Soccer League, and I have proudly supported them by coaching U16 soccer. These experiences have reinforced for me how vital parks and recreation programs are in fostering healthy development, teamwork, and community connection.

I have also been involved in local leadership and service roles, including as a member of the Stream Parents Club and the Stream School Site Council. My background includes active participation in youth organizations, such as my time with the Las Plumas FFA chapter, which helped instill a strong sense of responsibility, collaboration, and service.

I am seeking to further my community outreach by serving on the Oroville Park Commission. I want to contribute to the development and preservation of our parks so they continue to provide opportunities for recreation, education, and togetherness for families across Oroville. With my generational ties, my ongoing involvement in schools and youth activities, and my dedication to fostering community pride, I believe I can bring a strong, community-focused perspective to the Commission.

Sincerely yours,

Dacoda E. Quinn

2545 Oroville Quincy Oroville CA 95966 United States (530) 712-7478

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **RONNIE BELSER, DIRECTOR CODE ENFORCEMENT**

RE: **AGREEMENT WITH COMCATE FOR CODE ENFORCEMENT SOFTWARE**

DATE: **SEPTEMBER 16, 2025**

SUMMARY

The City Council shall consider approving an agreement with Comcate to provide Code Enforcement Software.

DISCUSSION:

Code Enforcement Software Capabilities with Comcate:

Streamlined Case Management:

Comcate will eliminate the need to search for case management information in multiple locations. With consolidated data management, code officers can store and access all case data within the application. Custom filters and personal dashboards make it easy to pull up and review cases.

Enhance Reporting:

This software demonstrates the value of Code Enforcement to leadership with one-click Key Performance Indicators (KPI) reporting. Report on violation and case types by zone and district, and track issues as they emerge with trend reporting.

Increased Field Mobility:

This software will eliminate unnecessary trips to the office with cloud-based software designed for use in the field significantly improving efficiency. The user can access the application in real-time from any WiFi-enabled device, such as an iPad, tablet or laptop.

Increased Efficiency:

This software has double case capacity with time-saving automations including dynamic routing, one-click notice generation, GIS parcel population and automatic notifications to case assignees.

Easy to Learn and Use:

The Comcate code enforcement software features an intuitive interface that's easy for anyone to learn where staff are able to create cases in as little as 90 seconds with the ability to tap to select location and look up violations by keyword.

Improve Community Relationships:

This software will provide notification making it easy to keep citizens in the loop on the status of their submissions. Templated notice generations help educate property owners for increased awareness and compliance.

Software Costs:

One time Implementation Costs of $11,007 for software services, $1900 for GIS Enterprise and $1000 for GIS Data. Annual license fee for the software, including GIS and GIS Data is $16,307. Total Cost of Implementation is $29,214.00.

FISCAL IMPACT

There will be some costs savings for Code Enforcement in moving from existing software, however, those costs will be reallocated to other City departments.

ACTION(S) REQUESTED -

1. **APPROVE RESOLUTION NO. 9406 AUTHORIZING AGREEMENT NO. 3567 WITH COMCATE AND CITY OF OROVILLE FOR CODE ENFORCEMENT SOFTWARE; AND**
2. **AUTHORIZE THE MAYOR TO SIGN AGREEMENT.**

ATTACHMENTS

1. Comcate Proposal
2. Comcate Agreement No. 3567
3. Resolution No. 9406

Oroville, CA

7/28/25

A Partnership with Comcate

COMCATE

Our History

Comcate has a 20+ year track record of success implementing software in over 200 agencies across the country.



Guiding Public Agencies Since 2000



750,000+ Cases Logged Per Year



+27k Staff Users Across 100's of Agencies



Cloud-based with best-in-class security and infrastructure (AWS)



Experienced Staff with Proven Expertise in Agency Programs



Recognized by ICMA and other Professional Associations

COMCATE

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Our Unique Approach

Preliminary Project Goals



1 Centralize Your Data

Our cloud-based system will serve as a single repository for your data and will be accessible in real-time from any device or computer

2 Mobilize Your Team

Each user will have the ability to access the system from a WiFi-enabled iPad, Tablet, or Laptop while in the field to promote field-efficiency and eliminate unnecessary trips to the office.

3 Manage Your Follow-Ups

Strong tracking of scheduled and historical actions performed on a case. Easy to view the next action that is scheduled, and when a past action took place. Robust audit logs so that you can view activity broken down by user.

4 Enhance Your Reporting

Access to Business Intelligence tools to report on new cases created, violation types, and compliance rates by Zone and District. Access to specialty reports as needed such as CDBG data broken down by property and by case.

5 Go Digital With Notices

Each case will have a dedicate inspection modal equipped with a drop-down menu of your most commonly used notices. Each notice will auto-populate the appropriate case data.

6 Historical Data

Search historical records by location, person, date, violation, or various other data points on case records. Pin-point a single record or filter down to a sub-sets of records and export or print.

Our Customer Testimonials

"Comcate's team understands what it takes to make a new program a success in a public agency."

Director of Administrative Services, Rocklin, CA

"Officers can spend more time in the field because cases are organized and manageable."

Business Licenses Supervisor, Henderson, NV

"Last year, we saved 1,500 hours equaling almost one [team member]."

Code Supervisor, City of Lancaster, CA

"Comcate has been a tremendous asset to us... There are several good companies out there but our experience with you has just been phenomenal."

Community Development Director, Sedalia, MO

"Comcate's CRM gives us a 360 degree view of our citizens, allowing us to better serve their needs. It has made us more efficient while improving our customer service"

City Manager, Ventura, CA

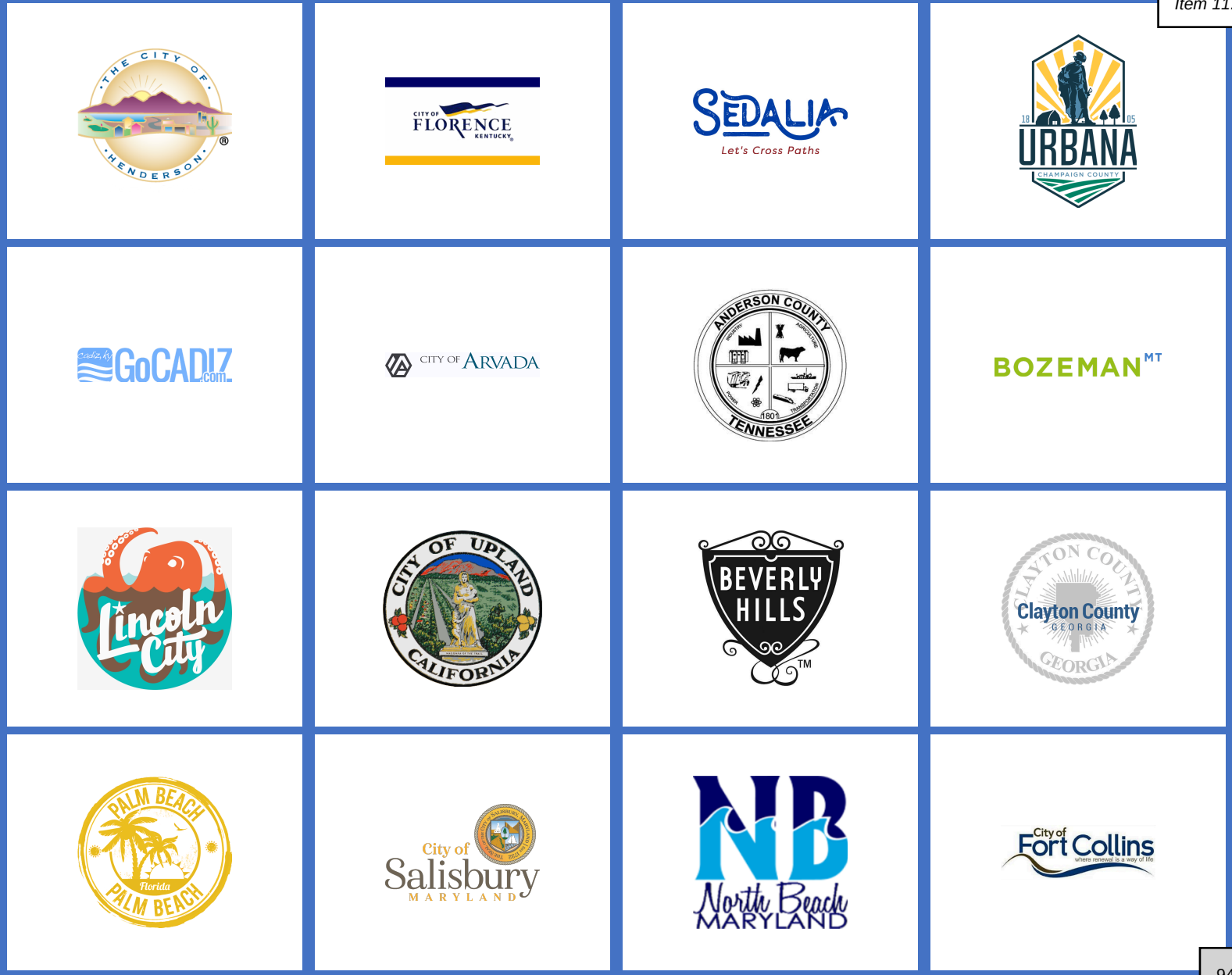
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Success Stories

Learn how we are helping agencies across the county deliver best-in-class customer service through digital transformation.

Check out our success stories for yourself here.



Our Products

Comcate's *Code Enforcement Solution* is affordable, easy to use, and highly configurable.

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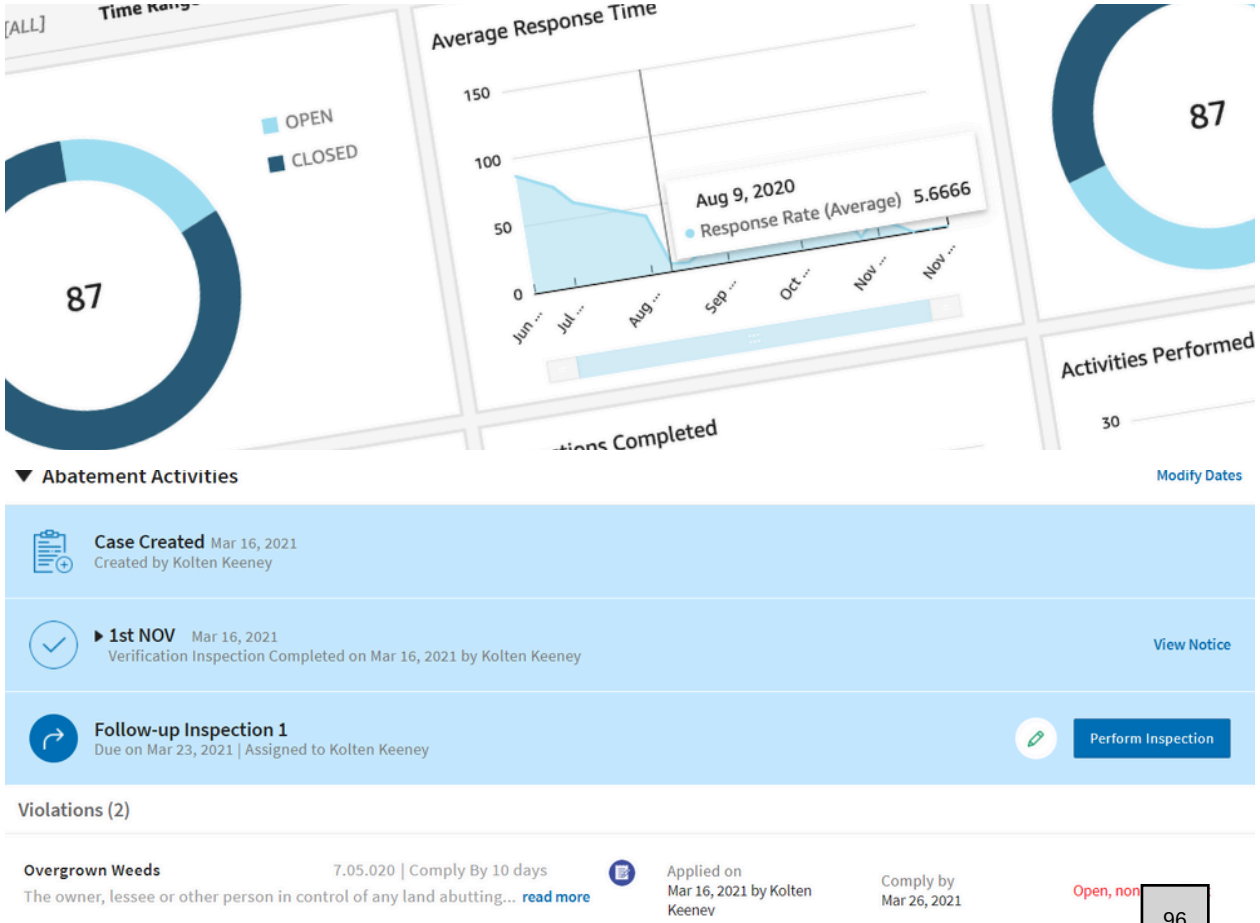
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Comcate's Code Enforcement Manager is affordable, easy to use, and highly configurable

Code Enforcement Manager (5 Minute Demo Video)

Code Enforcement Manager

- Easily manage cases and violations including follow-up inspections and reporting.
- Access case details, property history, and nearby cases from the field.
- Create cases, including Notices of Violation, or other digital forms in 90 seconds.
- Streamline case reporting, including time tracking.



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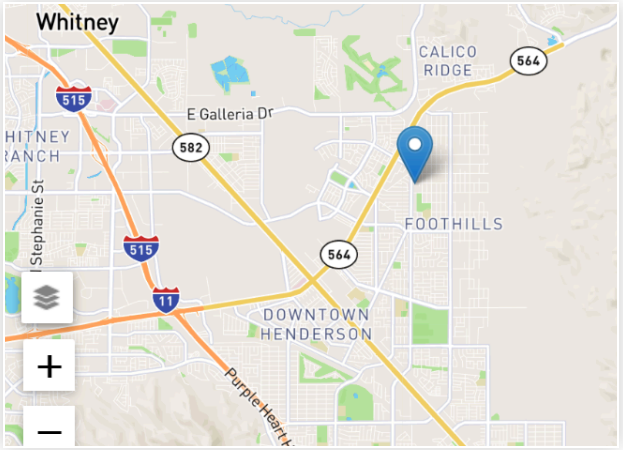
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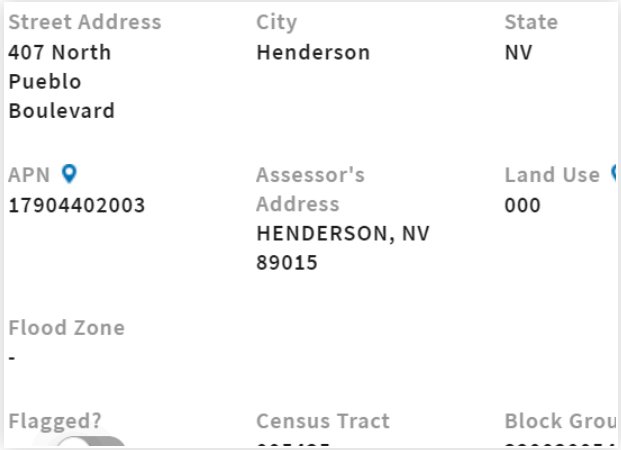
Our GIS integrations ensure that parcel data is always current, saving your staff time and energy

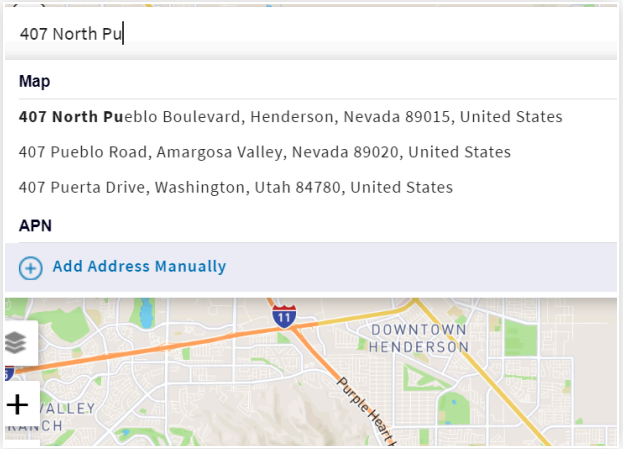
Geographic Information Systems

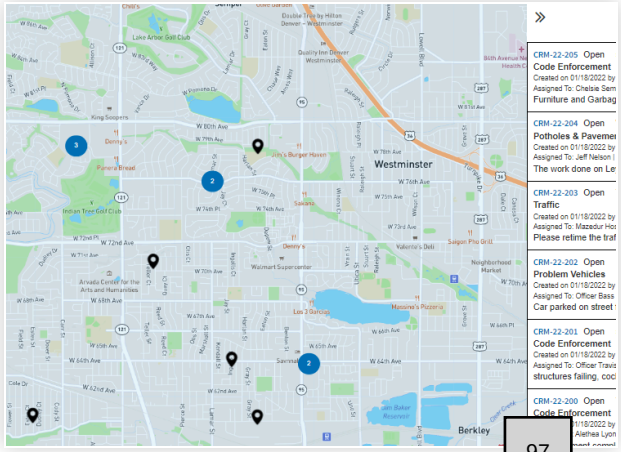
GIS Integration Options

- **GIS Lite**
  - map-based visualizations
  - address verification only
  - basic tabular reports of activity by location
- **GIS Enterprise**
  - Real-time updates from parcel database
  - Ownership information in real-time
  - Auto-populate CDBG eligibility, Zoning and other location data directly in Comcate









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Comcate Implementation Cycle & Timing

- 30 to 45 days target implementation timing
- Collaborative effort between client team and Comcate implementation manager
- Configuration based on client workflow and processes
- Comcate brings expertise from hundreds of other client implementations



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Investment Summary

At Comcate, we deliver on our commitments knowing that agencies need certainty, flexibility, and zero surprises.

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Your Investment in Comcate

Implementation Fee (one-time)

Initial configurations, customizations, and web-based training.

Annual License Fee (recurring)

Includes on-going customer support, upgrades and hosting.

Cost of Living Adjustment

Starting in the 2nd year, the Annual License Fee will be adjusted by a COLA increase not to exceed 5% per year.

100

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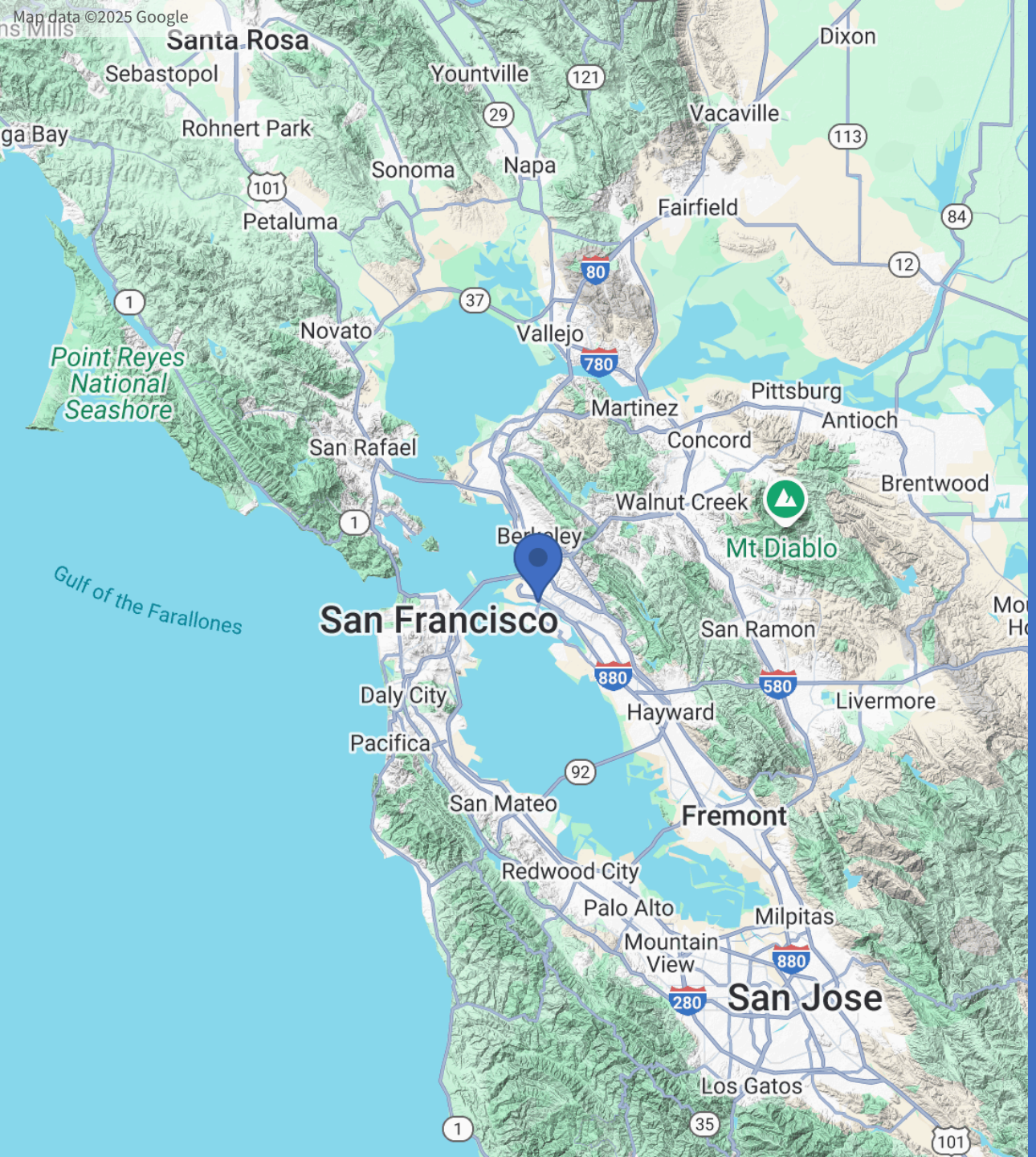
Investment Summary

Annual Investment

Core Products

Product	One-Time Implementation Fee	Annual License Fee	Total Year One Investment
Code Enforcement Manager	$ 11,007	$ 12,507	$ 23,514
GIS Enterprise	$ 1,900	$ 2,800	$ 4,700
GIS Data	$ -	$ 1,000	$ 1,000
Total	**$ 12,907**	**$ 16,307**	**$ 29,214**

- 8 Full-Edit Licenses for Code Enforcement Manager.
- GIS server data to provide map-based visualization, address verification for cases, and tabular reports of activity by neighborhood.
- Comcate will provide GIS data for the agency including latest available ownership information.
- Unlimited Customer Support
- Software enhancements and maintenance
- Full implementation support including project management, training, and configurations.



Contact Us

66 Franklin, Suite 300, Oakland, CA

Connor Dore | Account Executive

connor@comcate.com

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www.comcate.com

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CONFIDENTIAL & PROPRIETARY INFORMATION

This Technology License Agreement ("Agreement") is made as of 8/20/25 between Comcate Software, Inc. (“Comcate”), a California corporation, and the City of Oroville, CA.

A. Comcate has certain rights, interests and title to technology providing web-based customer service tools, more fully described below.

B. Comcate desires to license to Agency certain of its technology to be used by Agency in connection with its efforts to improve its delivery of services to the public, and Agency desires to accept such license.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. Grant of License and Use of Product.

(a) Subject to the terms and conditions set forth herein, Comcate grants to Agency a limited, revocable, non-exclusive and nontransferable license to use the technology set forth in **Exhibit A** hereto (the "Technology"), and any accompanying documentation provided to Agency by Comcate.

(b) Agency may not, and may not permit others to:

(i) alter or modify, or create derivative works from the Technology or the accompanying documentation;

(ii) publish, rent, sell, loan, lease, distribute, redistribute, transmit, license, sublicense or otherwise transfer or assign the Technology or the accompanying documentation whether by operation of law or otherwise, with or without consideration, and through any means including without limitation the Internet or other electronic means;

(iii) translate, decipher, reverse assemble, reverse compile or reverse engineer the Technology, or otherwise attempt to discover any source code or underlying Proprietary Information (as that term is defined below);

(iv) publish or provide any results of any tests run, accounts or other information regarding the Technology to any third party without Comcate's prior written consent or permit any third party to perform such tests;

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(v) delete, remove or obscure any proprietary notices of Comcate on the Technology or accompanying documentation; or

(vi) develop or support any computer software product which is derived from, or based on, the source code of the Technology. Comcate prohibits any access to its source code by the Agency, its employees or contractors. If the Agency learns that any employee, agent of or contractor to the Agency has obtained access to the source code of the Technology, the Agency shall immediately notify Comcate in writing of such event. The Agency agrees that if such wrongful access to the source code of the Technology occurs, the Agency will not use the information derived from such access in the design development, sale or support of the software products functionally equivalent to the Technology and/or competitive with the Technology during the term of this Agreement and for a period of ninety (90) days following termination hereof.

2. Ownership.

(a) Intellectual Property. Title to, ownership of and intellectual property rights in the Technology, the accompanying documentation, Proprietary Information (as defined below) and all copies thereof shall be and at all times remain with Comcate or its designees, as applicable. All rights not expressly licensed herein are reserved to Comcate. Any corrections, bug fixes, enhancements, updates, modifications (including custom modifications), materials, information, ideas, concepts or know-how to the Technology or accompanying documentation, provided by Agency or otherwise, shall be owned by Comcate, as applicable. Agency hereby acknowledges that this Agreement is a license agreement and not an agreement for sale.

(b) Ownership of Agency's Data. All data and databases are owned by Agency prior to the termination of this Agreement and all data, including but not limited to all citizen letters, replies, and notes generated by, on behalf of or at the request of Agency in connection with the use of the Technology (collectively, "Agency's Data") shall be and remain the sole property of Agency. Upon termination of this Agreement, Comcate will, at the request of Agency, return or destroy all of Agency's Data in the possession of Comcate promptly following such request. Comcate will not use Agency's data without the express written consent of Agency.

3. Comcate Compensation. Basis of Compensation: see **Exhibit B** attached hereto and incorporated by reference.

4. Initial Customization, Technical Support, On-Site Training, Maintenance, Enhancements and Updates; Support Services.

See **Exhibit A**.

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5. Acknowledgments.

(a) Agency expressly acknowledges that Agency is solely responsible for any use of the Technology, and such use will be entirely at Agency's own risk. Agency agrees that the Technology shall not be used for or in connection with any illegal purpose (including but not limited to intellectual property infringement, fraud or defamation).

(b) Comcate acknowledges that it will "host" the Technology and support as listed in **Exhibit A**.

6. Nondisclosure.

(a) Agency acknowledges that, in the course of using the Technology pursuant to this Agreement, Agency may obtain confidential or proprietary information relating to the Technology, the accompanying documentation to the Technology or Comcate, including without limitation all technical, know-how and specifications ("Proprietary Information"). For purposes of this Agreement, Proprietary Information further includes any information and data which is, or should be reasonably understood to be, confidential or proprietary to the disclosing party, which may include, without limitation, proprietary technical, financial, personnel, marketing, pricing, sales and/or commercial information with respect to the products and services of the parties, as well as ideas, concepts, designs, computer programs and inventions and all record bearing media containing or disclosing such Proprietary Information which are disclosed pursuant to this Agreement. Such Proprietary Information shall belong solely to Comcate. Proprietary Information shall not include information that is or becomes publicly known through no wrongful act of Agency. Agency shall not use or disclose Proprietary Information to third parties without the prior written consent of Comcate, and Agency agrees to undertake reasonable measures to maintain the Proprietary Information in confidence. Agency agrees to report immediately to Comcate any unauthorized use or disclosure of Proprietary Information of which Agency has actual knowledge. Agency will make reasonable efforts to notify Comcate of any California Public Records Act requests for information related to this Agreement.

(b) Comcate acknowledges that, in the course of supporting and maintaining the Technology for the Agency, Comcate may obtain information regarding the Agency or its users of the Technology. Notwithstanding that certain parts of such data may become a public record, Comcate shall not disclose or use any such public information or any of Agency's Data (referred to in Section 2 (b) hereof) which accumulates as the result of the Agency's use of the Technology to any person or entity without the Agency's prior written consent. Comcate agrees to take all appropriate steps to protect the integrity and confidentiality of the Agency's Data. If any requests are made to the Agency under the Public Records Act regarding the Agency's Data or this Agreement, the Agency shall provide Comcate notice of such request within three (3) business days following the Agency's response to such request.

(c) Each party shall protect and safeguard the Proprietary Information of the other party using at least the same degree of care such party uses to protect its own Proprietary Information of like importance. Each party agrees that all employees and subcontractors to whom Proprietary Information is disclosed will have signed a confidentiality agreement in form and substance reasonably acceptable to the disclosing party, copies of which will be provided upon request.

7. Insurance. As a separate and independent covenant from the covenant to indemnify Agency pursuant to this Agreement, Comcate shall prior to commencing the services required by this Agreement, and at all other times this Agreement remains in effect, shall procure and maintain in full force and effect all of the insurance required by **Exhibit C** attached hereto and incorporated by this reference.

8. Warranty Disclaimer. Comcate has no control over the conditions under which Agency uses the Technology and does not and cannot warrant the results obtained or not obtained by such use.

EXCEPT AS OTHERWISE SPECIFIED IN SECTIONS 4 AND 5 OF THIS AGREEMENT, COMCATE HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY THAT Agency'S USE OF THE TECHNOLOGY WILL BE UNINTERRUPTED OR THAT THE OPERATION OF THE TECHNOLOGY WILL BE ERROR-FREE OR SECURE.

9. Limitation of Remedies and Damages. AS A SEPARATE AND INDEPENDENT CONVENANT FROM COMCATE'S INSURANCE OBLIGATIONS, IN NO EVENT SHALL COMCATE OR ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE, LOSS OF INFORMATION, LOSS OF DATA, OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (EVEN IF COMCATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE TECHNOLOGY OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. COMCATE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING THE TECHNOLOGY OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. Agency'S SOLE REMEDY FOR DISSATISFACTION WITH THE TECHNOLOGY IS TO TERMINATE THIS AGREEMENT PURSUANT TO SECTION 15 BELOW. IN THE EVENT OF COMCATE'S BREACH OF THIS AGREEMENT, Agency IS ENTITLED TO SEEK RECOVERY OF ANY FUNDS PAID TO COMCATE. IN NO EVENT SHALL COMCATE'S LIABILITY EXCEED THE AMOUNT, IF ANY, THAT Agency HAS ACTUALLY PAID TO COMCATE FOR THE RIGHT TO USE THE TECHNOLOGY.

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10. Indemnification.

(a) Agency shall defend, indemnify and hold Comcate harmless against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of or from Agency's breach of this Agreement.

(b) Comcate shall defend, indemnify and hold Agency harmless against any and all claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of or from Comcate's breach of this Agreement.

11. Nonassignability. Neither Agency's rights nor Agency's obligations arising under this Agreement are assignable or otherwise transferable by Agency (whether voluntarily or by operation of law) without the express written consent of Comcate, and any such prohibited assignment or transfer shall be void and without effect. If Comcate should so consent in writing, the assignee shall be bound by all of the terms and conditions of this Agreement. Comcate may assign any or all of its rights or obligations hereunder without the consent of Agency. Subject to the provisions of this term, this Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective permitted successors and assigns.

12. Term: Right of Cancellation. The Initial Use Term of this Agreement shall commence on the date hereof and continue for 365 days. Thereafter, unless Agency notifies Comcate in writing at least 90 days in advance of each scheduled expiration date that Agency elects not to renew, this Agreement shall automatically renew for a period of 365 days. The previous period's current Annual License Fee will be adjusted by the greater of the San Francisco - Oakland - San Jose Metropolitan Area Consumer Price Index or 5.0%, provided that either party may terminate as defined in Section 15.

13. Applicable Law and Forum. This Agreement is entered into in the State of California and shall be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law rules. Each party to this Agreement hereby submits to the exclusive jurisdiction of the state and federal courts sitting in the Agency and City of Oroville in the State of California for the purpose of resolving any dispute arising under or relating to this Agreement, and each party hereby waives any jurisdictional, venue or inconvenient forum objections to such courts. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees.

14. Entire Agreement/Amendment. Each party acknowledges that it has read this Agreement and the exhibits attached to this Agreement, understands them, and agrees to be bound by their terms, and further agrees that they are the complete and exclusive statement of the agreement between the parties which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be

modified or altered except by written instrument duly executed by both parties.

15. Equitable Relief. Agency acknowledges and agrees that, due to the unique nature of the Technology and Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Agency or third parties to unfairly compete with Comcate resulting in irreparable harm to, and therefore, that, upon any such breach or threat thereof, Comcate shall be entitled to injunctions and other appropriate equitable relief in addition to whatever remedies they may have at law.

16. Termination. This Agreement may be terminated by (a) either party in the event of a breach by the other party of a material representation, warranty, or covenant made in this Agreement by the other party and such breach is not cured within thirty (30) days after receipt by the other party of written notice thereof, or (b) by the Agency without cause upon 90 days written notice to Comcate. In the event that this Agreement is terminated without cause, the Agency shall not be entitled to any refund or credit of fees paid or payable hereunder. If the termination was a result of Comcate's breach of this Agreement Agency shall be entitled to a refund of that portion of the Annual License Fee paid for the months that this Agreement is no longer in effect. The following provisions shall survive expiration or termination of this Agreement: Sections re Ownership, Acknowledgements, Nondisclosure, Warranty Disclaimer, Limitation of Remedies and Damages, Indemnification, Nonassignability, Applicable Law and Forum, Entire Agreement/Amendment, Equitable Relief, Termination, Taxes, Relationship of Parties, Headings, Notice and Severability.

    Upon expiration or termination of this Agreement, Comcate shall transfer to Agency all of Comcate's Data in form acceptable to both the Agency and Comcate and provide written confirmation of deletion of Agency's Data.

    Without terminating this Agreement, the Agency may suspend public access to the Technology at any time for any reason, and if it becomes necessary for Comcate to facilitate the temporary suspension of such access, Comcate agrees to facilitate such suspension following receipt of a written request of Agency to take such action.

17. Taxes. Agency will pay all federal, state and local sales, personal property, ad valorem and any other taxes (but not including Comcate's income taxes) arising as a result of this Agreement.

18. Relationship of Parties. The parties to this Agreement are independent contractors. No joint venture, agency or partnership, express or implied, is granted under this Agreement. For purposes of this Agreement, neither party is an agent of the other party, and neither party has any express or implied authority to act on behalf of, or make any representations whatsoever on behalf of, the other party.

19. Headings. The headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

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20. Notice. Unless herein provided otherwise, any notices required or permitted under this Agreement shall be sent by registered or certified mail or by express, overnight delivery, addressed to:

For Comcate:
Comcate, Inc.
Attention: David Richmond
9450 SW Gemini Dr PMB 61173
Beaverton, Oregon 97008-7105 US
(or at such other address of which Comcate may from time to time notify Agency) or by emailing accounting@comcate.com. Agency may report any technical problems regarding the Technology to Comcate by calling (415) 632-1482 or emailing support@comcate.com or at such other address of which Comcate may from time to time notify Agency.

For Agency:
Ronnie Belser
Director of Code Enforcement
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
(530) 538-2448 Ext. 3055

And by emailing Agency at: rbelser@oropd.org

21. Non-Appropriation of Funds. Payments due and payable to Comcate for current services are within the current budget and within an available, unexhausted, and unencumbered appropriation of the Agency. In the event the Agency has not appropriated sufficient funds for payment of Comcate's services beyond the current fiscal year, and if no funds are legally available from other sources to lawfully make the payments, this Agreement may be terminated at the end of the original term or renewal term and the Agency shall not be obligated to make further payments beyond the current original or renewal term. The Agency will provide notice of its inability to continue the Agreement at such time as the Agency's Designated Representative is aware of the non-appropriation of funds. However, failure to notify does not renew the term of the contract.

22. Severability. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

23. Waiver. No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted. A waiver at one time shall not constitute a subsequent waiver of the same condition, breach, default or occurrence at any other time unless such waiver explicitly so provides. The waiver or failure of either party to exercise in

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any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

24. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and each of which together shall constitute a single instrument.

25. Other Government/Publicly Funded Agencies. If mutually agreeable to all parties, the issuance of any resultant contract/purchase order referencing these specifications and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

26. Force Majeure. Neither party shall be responsible for failure to perform in a timely manner under this Agreement when its failure is due to causes beyond its reasonable control and without its fault or negligence.

27. Modification. This Agreement and this SOW constitute the entire agreement between the parties and supersede any previous oral or written agreement. In the event of any inconsistency between the Agreement and this SOW, the Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date shown above.

Comcate Software, Inc. (“Comcate”)	**Oroville, CA**
Signed:	**Signed:**
Print Name:	**Print Name:**
Its:	**Its:**

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EXHIBIT A

Licensed Technology

Description of Software (defined as the "Technology") to be Provided

We believe that the following solutions are a great fit to help the Agency achieve its goals.

Phase 1	
Core Products	
Code Enforcement Manager (CEM)	Comcate provides a best in class Code Enforcement Case Management System that is fully integrated with our CRM product. The Agency has used Comcate's Code Enforcement Manager for years and our project plan will include a full upgrade and migration of configurations and case data to our newest product version.
GIS Enterprise - Mapping and Address Validation	GIS Enterprise module leveraging ESRI provides address verification, association of property attributes (e.g. neighborhoods, council districts) with cases, viewing of activity on maps, and allows the tabular reports of activity by neighborhood. We utilize the Agency's existing ESRI ArcGIS software and data to allow the agency to optimize its GIS investment.
GIS Data	Comcate will support adding GIS Data for the Agency's cases. The data will come from GIS Data acquired by Comcate or through a link provided by the Agency ParcelQuest GIS provider.

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Implementation Timeline and milestones for deliverables

Comcate's standard implementation program is flexible. By your request we can conduct the process on a fast track basis of two months to meet the Agency's needs and include the following actions and meetings.

Major Tasks	Sub Tasks
Phase 1 - "Phase 1" indicates work is expected to happen with the initial Comcate Implementation.	
Pre-project Needs Assessment	● Meet with Agency to clarify and confirm integrations, customizations and phases of the project
Execute Agreement	● Receive signed agreement
Initial Call and Identification of Project Lead with the Agency	● Review implementation process ● Identify project team ● Schedule kick-off meeting
Kick-Off Meeting	● Comcate introduction ● Review project scope and timeline ● Demo application to implementation team ● Prepare for needs assessments
Needs Assessment	● Review staff workflow ● Propose implementation configuration
Professional Services Kick-Off	● Review priority order of professional services ● Finalize scope (confirm SOW) ● Establish Comcate and Agency Owners and Key Stakeholders
Product configurations	● Identification of configuration data ● Customization of CRM notifications CEM Notices and Application-wide email/SMS templates ● Review and Sign off of configuration data

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Professional Services configurations	● Implementation of professional services (in order of priority) ● Configurations completed for implementation internally ● Configurations completed for implementation externally (Agency/3rd-party vendors) ● Review and Sign off of on professional services implementation
Trainings for Agency Staff	● Role based training: power submitters, staff-users, Department heads, and Product Administrators ● Other trainings available upon request (i.e. Agency Executives, Council, etc.)
Soft Launch!	● Go Live!
Follow up Training	● Separate follow up training sessions
Project Wrap Up	● Debriefing with project lead, Agency manager and other appropriate participants
Future Phase - "Future Phase" indicates work is expected to happen after the initial Comcate Implementation. The timeline for work will be determined based on the Agency's needs and scope.	
Pre-project Needs Assessment	● Meet with Agency to clarify and confirm integrations, customizations and scope of future phases

**We can generally complete the phase 1 implementation and go live within 180 days after signing the contract. Professional Services may have an impact on the project timeline dependent on final scope and mutually agreed upon process for sign-off and implementation.*

Training

Comcate's training goal is to have staff users up and running on the application during their initial training session.

Comcate has developed its role-based training program by continuing to learn from our hundreds of existing client implementations. Training sessions are organized to be completed in less than an hour, as longer sessions often result in attendees' attention span waning. The session is organized like a story: we start with an introduction about Comcate, the application and project background, then discuss the reason for the implementation, any internal breakdowns that have been identified, and concerns of management.

This provides an opportunity to highlight how our software addressed similar concerns at other agencies. After

this discussion, we have provided a brief product demonstration, which provides background to move into the primary, usage-based part of the training.

We found the best result is to have people start using the application as soon as possible. During this period we have staff log-in, create and manage cases, assign tasks and, as appropriate, perform activities that are appropriate for their role. We make this fun and develop stories about requests that are relevant and humorous to those attending the training.

We provide each attendee with a personalized use-guide which they can take back to their desk. This includes all the information they need to access the application, get answers to common questions and contact Comcate's customer support if necessary. After the training your Project Manager will monitor and track the cases to ensure that all staff members feel comfortable with the application and that the Agency is ready to go live.

Post-implementation training sessions are also included in our proposal. We have found these are valuable by providing staff an opportunity to ask specific questions after they have had a chance to work with the application.

Additional Training (in-person and web-based) can be accommodated at the Agency's request.

Ongoing Support and Services

We view every client relationship as a long term partnership. During implementation you will be introduced to several members of our experienced and capable in-house customer support staff.

We maintain hours necessary to support our clients. Currently, our customer service technicians operate during normal business hours from 8am to 5:00pm PST Monday through Friday. Our team is available during business hours via email and phone and we are committed to responding to all client issues within 4-6 hours.

Comcate is required to uphold the following performance standards and response times in the Service Level Table in order to be considered in compliance with its contract:

Comcate shall make arrangements for the technology to be accessible by the Agency's staff and public users 99.8% of the time, not counting scheduled maintenance for users of Comcate's ASP service.

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Service Level Standards

Level	Description	Response Time	Means of Contact
First	Software System Inoperable	Response within 3 hours	Telephone, email, pager/mobile phone
Second	Significant operating issues but application still operating	Response with 6 hours	Telephone, e-mail
Third	Application not functioning as designed but still operating successfully	Response with 18 hours	Telephone, e-mail
Third	Non-critical problems for which a solution is	These issues will be addressed as part of the product development cycle	Telephone, e-mail

Support includes the following:

1. Trouble-shooting at Comcate's facilities
2. Establishment of an FAQ for customers
3. On-line help windows including comprehensive Customer Knowledge Base*

**Comcate's Customer Knowledge base can be found here.*

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EXHIBIT B

SCHEDULE OF INVESTMENT

Investment Summary

The investment includes Comcate's core products, additional products and services, and professional services. The core products are turn-key ready to be delivered. The additional products and services and the professional services include deliverables to meet the specific needs of the Agency.

The year-one investment in Comcate's software consists of two components: 1) the one-time **Implementation Fee** which includes initial configurations and web-based training 2) the **Annual License Fee** which includes on-going support, upgrades and hosting.

Annual Investment
Core Products

Product	One-Time Implementation Fee	Annual License Fee	Total Year One Investment
Code Enforcement Manager	$ 11,007	$ 12,507	$ 23,514
GIS Enterprise	$ 1,900	$ 2,800	$ 4,700
GIS Data	$ -	$ 1,000	$ 1,000
Total	**$ 12,907**	**$ 16,307**	**$ 29,214**

- 8 Full-Edit Licenses for Code Enforcement Manager.
- GIS server data to provide map-based visualization, address verification for cases, and tabular reports of activity by neighborhood.
- Comcate will provide GIS data for the agency including latest available ownership information.
- Unlimited Customer Support
- Software enhancements and maintenance
- Full implementation support including project management, training, and configurations.

COMCATE
Empowering Public Agencies & Citizens Through Technology

Invoicing Terms

Annual renewal invoice based on an effective date of 9/16/2025

This amount will be adjusted by a COLA increase not to exceed 5% per year.

Agency shall promptly review invoicing and notify Comcate of any objection thereto in writing within fifteen (15) business days of receipt of the invoice, and absent such objection, the invoice shall be deemed proper and acceptable, and shall be payable within thirty (30) days of receipt by the Agency. Total Year One Investment to be invoiced upon execution of this agreement.

CITY OF OROVILLE
RESOLUTION NO. 9406

A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING AGREEMENT WITH COMCATE TO PROVIDE CODE ENFORCEMENT SOFTWARE SERVICES

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

a. Agreement with Comcate to provide code enforcement software services.
b. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on September 16, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman Mayor

APPROVED AS TO FORM:

_____
David Ritchie, Asst. City Attorney

ATTEST:

_____
Brian Ring, City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **TIM KABER – PROJECT MANAGER**

RE: **UPDATE ON DESIGN PROCESS AT 655 CAL OAK, NEW CORP YARD**

DATE: **SEPTEMBER 16, 2025**

SUMMARY

The City Council shall receive a presentation on design progress for the new City of Oroville Corporation Yard.

DISCUSSION

Phase 1 of the new Corp Yard project is nearing completion. The contractor will present the results of the requirements gathering process and the conceptual layout of the new facility.

The Phase 2 contract with a Guaranteed Maximum Price will be presented at the October 7, 2025 City Council meeting.

FISCAL IMPACT

There is no fiscal impact.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

ATTACHMENTS:

Corp Yard Update PPT

Corp Yard Update

Tuesday, September 16, 2025

Oroville City Council

Public Works - Engineering

Recommended Motion

- Accept for information.

Project Status

- Initial Contract:
  - $30,000
  - Awarded April 15, 2025
- Contractor:
  - United Building Contractors – Prime
  - Studio W – Architect/Engineer
- Additional Contractor for Topo:
  - NorthStar ($7,500)

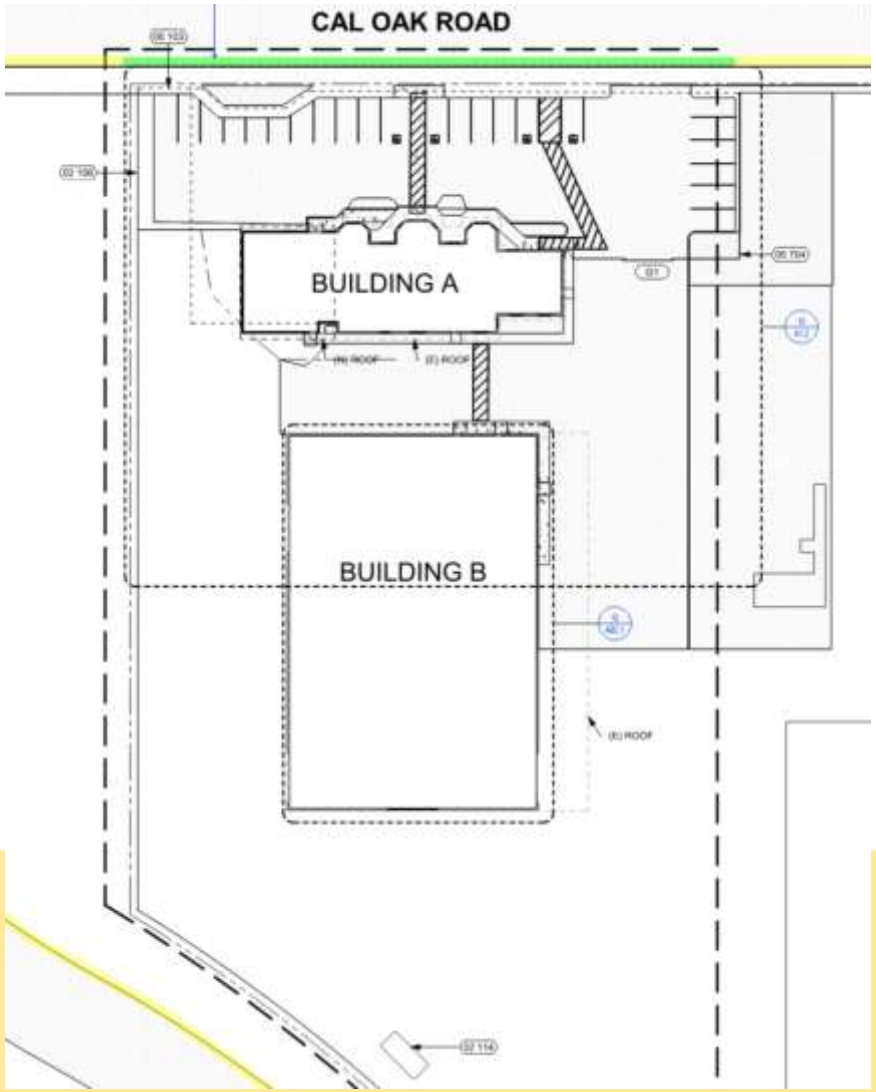
Project Scope

- Phase 1
  - Develop Conceptual Design and Programming using City Employee focus groups, site surveys, and document reviews
    - Focus on essential functions/services for Public Works functions
    - Anticipate 20 year growth in work force
- Phase 2
  - Complete the design and renovate the existing administrative offices and mechanics shop facilities at the new Corp Yard at 655 Cal Oak Road

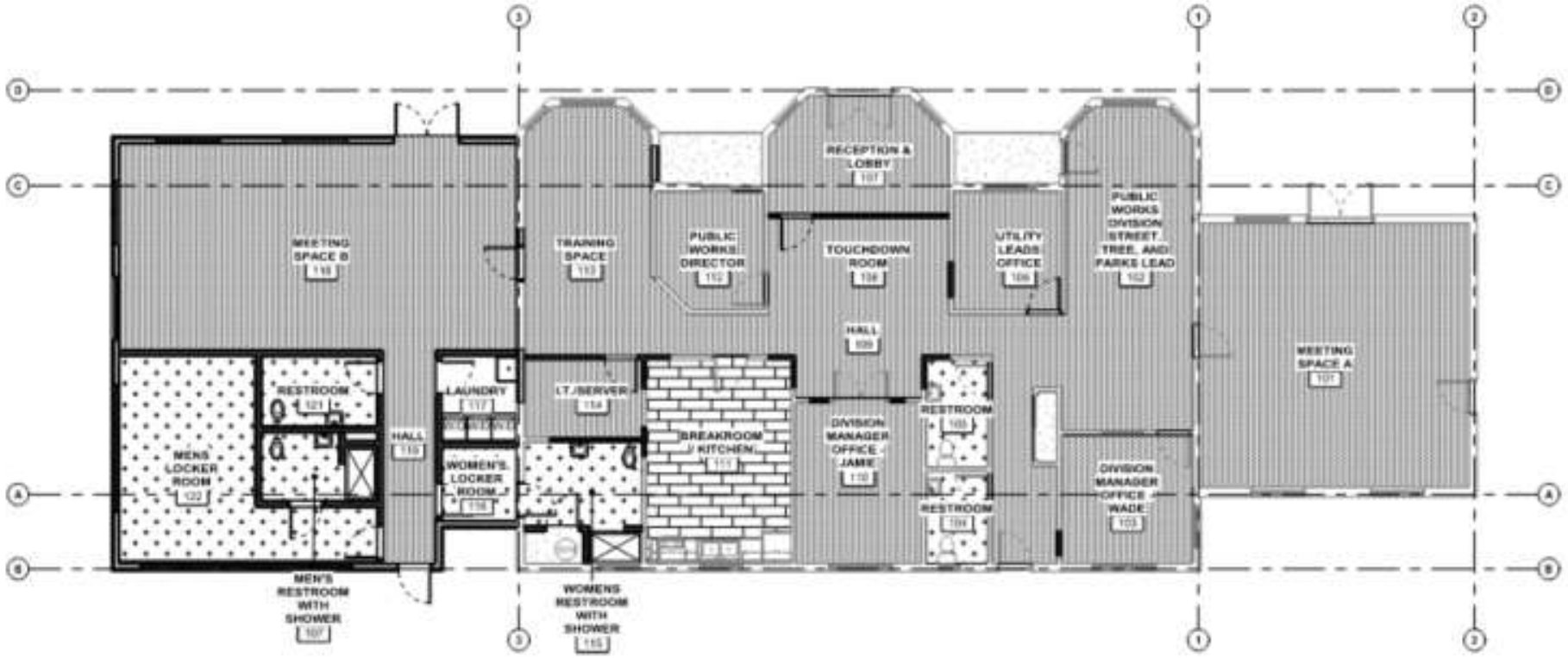
Site Layout

Building A – Office Building

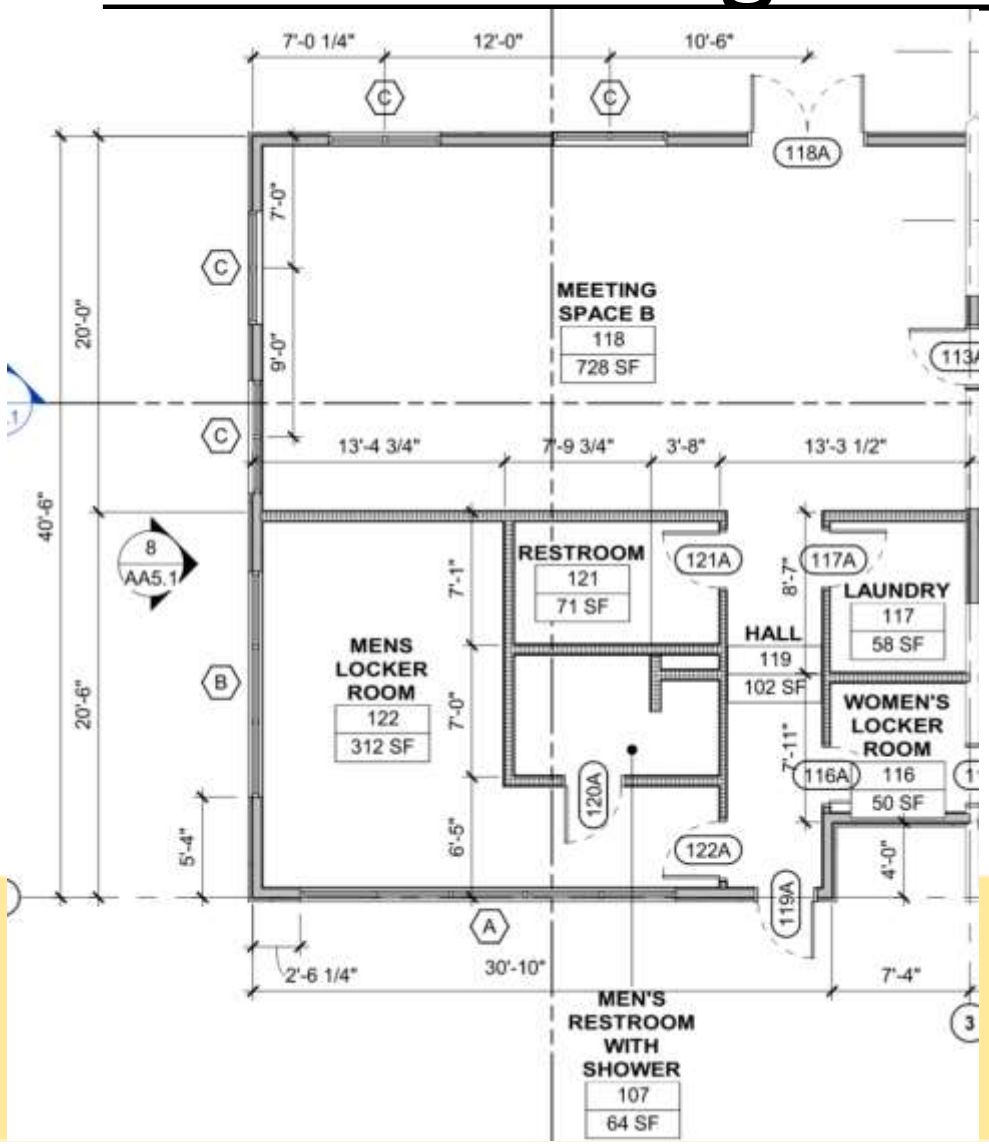
Building B – Mechanics Shop



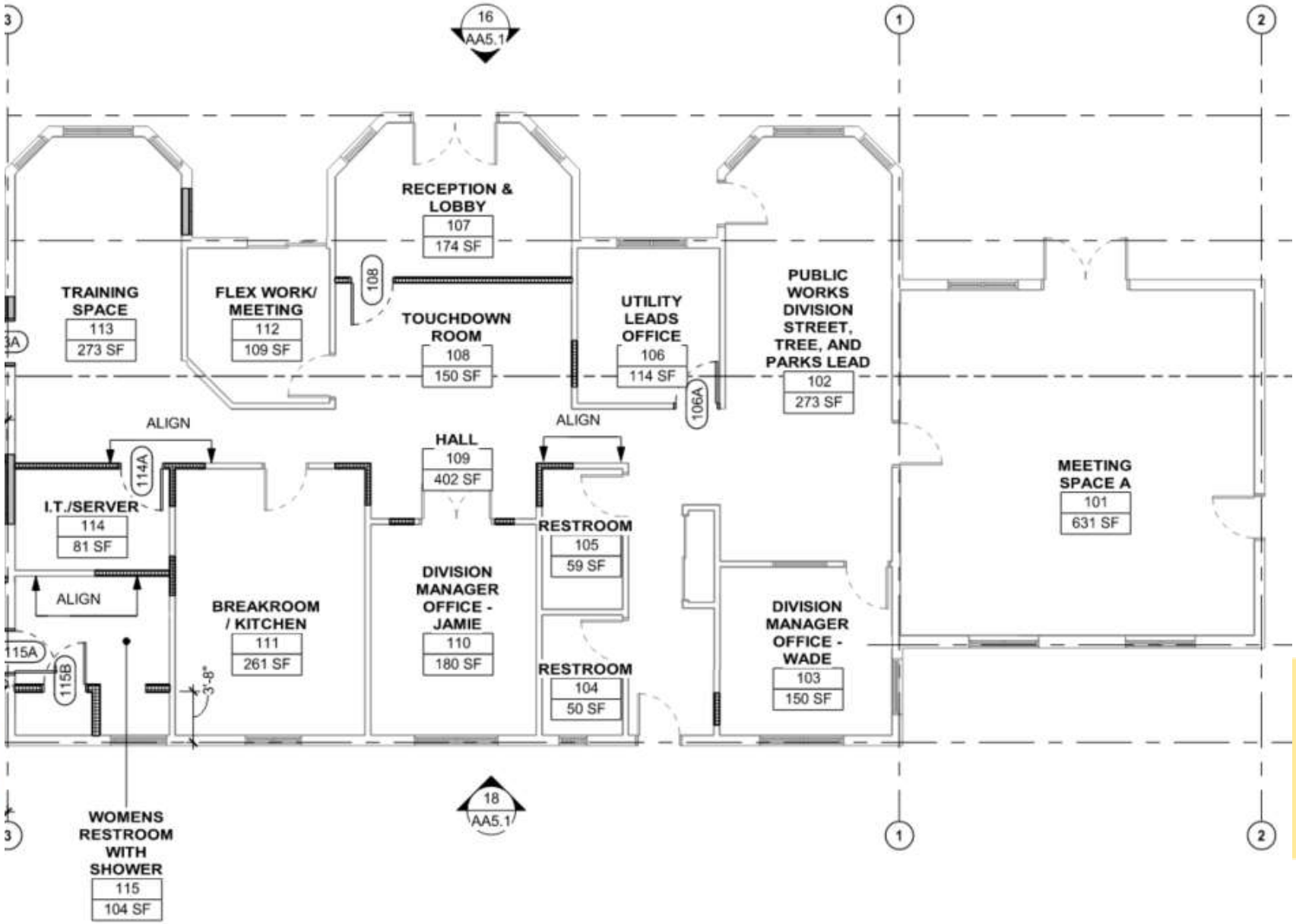
Office Building



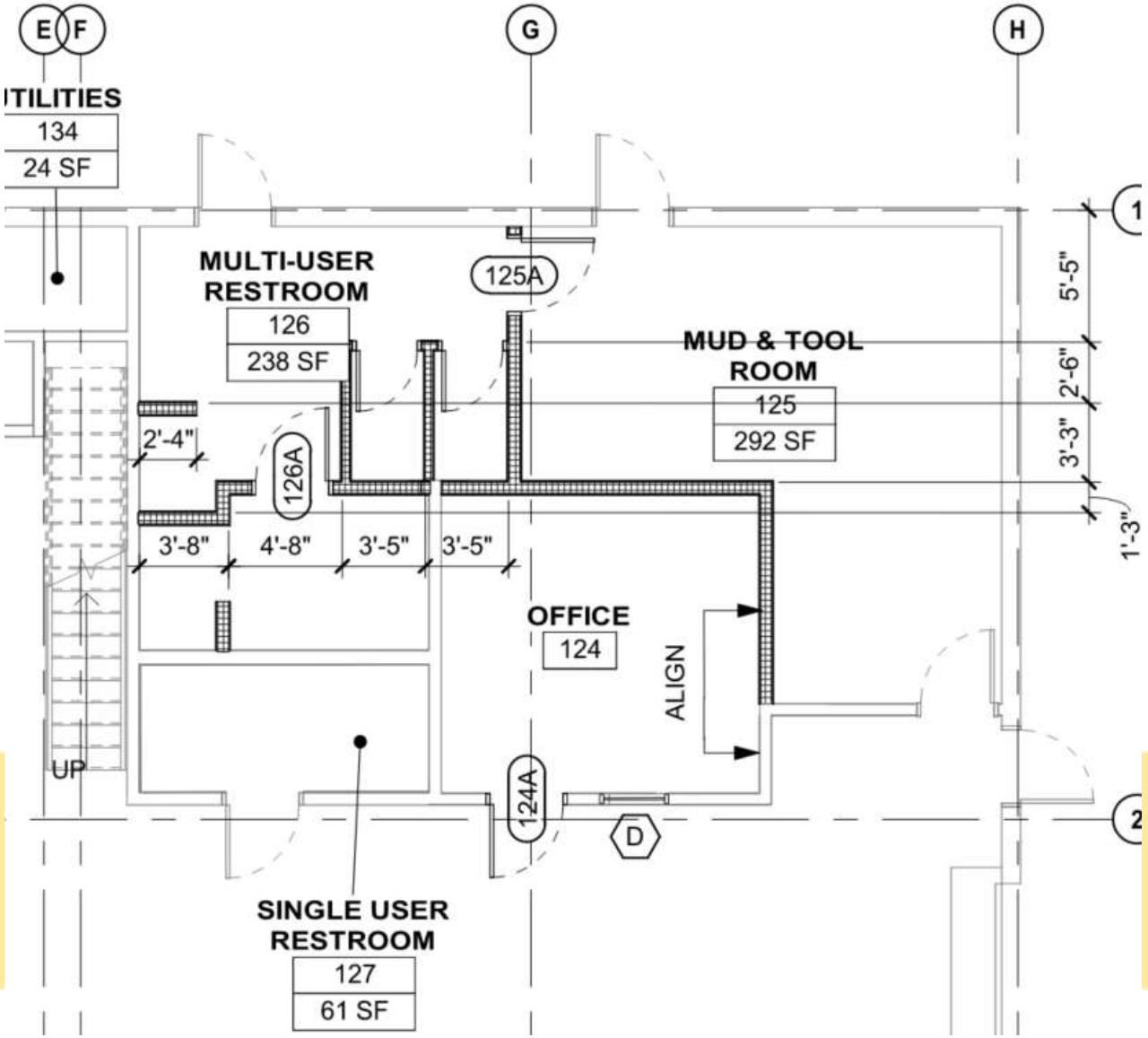
Office Building - West



Office Building - East



Mechanics Shop



Program Development – Office Spaces

STUDIO W ARCHITECTS

CORPORATE YARD PROGRAM

9-May-25

PROGRAM ASSUMPTIONS

Renovations will include areas of new finishes and reconfiguration of space

PRELIMINARY PROGRAM REQUIREMENTS FOR OFFICE

	1ST FLOOR	E	NOTES		#ROOMS	STAFF COUNT	NET PROGRAM SIZE	Subtotal	E/PROPOSED SIZE
1	RECEPTION	☑	Public facing		1	1	100	100	100
	LOBBY	☑			1		100	100	75
2	BREAKROOM/ KITCHEN	☑	reconfigured cabinetry in existing footprint, paint, & flooring		1		250	250	**256**
3	SINGLE OCC. RESTROOMS	☑	2 ADA compliant restrooms		2		65	130	100
4	TOUCHDOWN ROOM	☑	centralized room with access to the utility leads, public works, & modular desk system to accommodate 6-8. Paint & flooring		1	6 - 8	250	250	**220**
5	MEETING SPACE A	☑	Desired capacity 40, grease board		1	40	600	600	640
4	PUBLIC WORKS DIRECTOR	☑	Main office staying at City Hall/ provide flexible workspace					0	
6	DIV. MANAGER OFFICE (WADE)	☑	facilities manager, paint & flooring		1	1	120	120	**177**
7	PUBLIC WORKS LEADS OFFICE (SHARED	☑	Street lead, tree lead, parks lead, 3 desks, & 2 plan reading stations. Paint & flooring	3-4 computers with 1 lead station	1	3	200	200	230
8	DIV. MANAGER OFFICE (JAMIE)	☑	Utility manager, paint & flooring		1	1	120	120	**184**
9	UTILITY LEADS OFFICE (SHARED)	☑	paint & flooring. 3 computers, 1 for Sewer, 1 for Electrician, 1 shared	3-4 computers with 1 lead station	1	2	150	150	**117**
10	TRAINING SPACE	☑	paint & flooring	5-8 stations	1	5 - 8	200	200	220
11	I.T./ SERVER	☑	8'x10' requested		1		80	80	
12	WOMEN'S LOCKER ROOM	☑	reconfigured existing space	3 women in public works, 2 in sewer	1	4 - 6	150	150	**135**
12	RESTROOMS WITH SHOWERS - WOMEN	☑	1 restroom with shower stall, 1 ADA		1		80	80	
13	MEN'S LOCKER ROOM	☐	new construction space to hold lockers	17 men in public works, 9 men in sewer	1	13 - 20	400	400	
13	RESTROOMS WITH SHOWERS - MEN'S	☐	1 restroom with shower stall, 1 ADA		1		80	80	
14	MULTI-PURPOSE MEETING SPACE B	☐	centralized with removable cafeteria tables to accommodate larger conferences or meetings. grease board, Desired capacity 40		1	40	700	700	**900**
15	LAUNDRY	☐	3 stackable laundry units		1		50	50	
	PROGRAM SUBTOTAL							**3,760**	
	STRUCTURAL				10%			376	
	MECHANICAL/ELECTRICAL								
	CIRCULATION				10%			376	
	ADDITION TOTAL AREA					0		**4,512**	

Program Development – Mechanics Bldg

STUDIO W ARCHITECTS

CORPORATE YARD PROGRAM

9-May-25

PROGRAM ASSUMPTIONS

PRELIMINARY PROGRAM REQUIREMENTS FOR WAREHOUSE

	1ST FLOOR	E	NOTES		#ROOMS	STAFF COUNT	NET PROGRAM SIZE	Subtotal	E./PROPOSED SIZE
1	RESTROOMS	☑	update multi-fixture restroom to meet accessibility standards, currnetly non-conforming single gender space	Devide into 1 single-user restroom accessed from shop, 1 shower accessed from Mud room, remaining space with private toilet stalls & shared use multi-fixture restroom with communal sink(s)	1		350	350	280
2	MUD ROOM	☑	(sewer muc-boots, storn drain & pest, etc.) 27 individual spaces to store/hang hard-hat, boots, and rainge		1		400	400	350
3	OFFICE	☑	Mechanic, 2 computers/workstations, 1 for Lead, 1 to share]		1	2	120	120	120
4	SHOP	☑	Condition space (maintain 60-90 degree range) include new pull-through bay.	items needed to be in shop at night: TV vans, CCTV parts, computer truck.	1	28	14,000	14,000	13750
	UNDEFINED SPACE	☑	undoumented, remains as existing	ground floor storage as replacement for shipping containers	6		85	510	500
	~~TRUCK BREAK ROOM~~	☐	~~cocondary space upstairs~~	~~not enclosed, no plumbing needed, only electrical~~					
	PROGRAM SUBTOTAL					30		**15,380**	
	CIRCULATION				1%	4		303	
	STRUCTURAL				5%	8		769	
	RENOVATION TOTAL AREA					42		**16,452**	15000

Action Requested

- Accept for information.

Questions?

August 25, 2025

To the Honorable Members of the Oroville City Council,

It is with great enthusiasm that I extend a formal invitation to attend the 5th Annual NAACP Black & White Gala & Awards Event, taking place on Saturday, October 4th at the beautiful Lakeside Pavilion in Chico.

This elegant black-tie evening will celebrate the outstanding contributions of community leaders and changemakers who continue to uplift and shape the Butte County region. The event will feature a dynamic keynote speaker and recognize excellence in education, community grants and scholarship funding, youth empowerment and advocacy, and social justice and advocacy.

We would be truly honored to have the Oroville City Council represented among our distinguished guests. Councilmembers from neighboring cities, law enforcement officials, and dignitaries from across the region will be in attendance, making this a powerful evening of unity, recognition, and inspiration.

Tickets are available for individual purchase or as part of a VIP table package with seating for eight. For ticketing information or additional details, please feel free to contact me directly. I've attached the event flyer for your convenience.

Your presence would be a meaningful addition to this celebration of leadership and progress in Butte County. We hope you'll join us for an unforgettable evening.

With appreciation,

Janet Goodson

Janet Goodson President
NAACP Butte County 1029-B
(530) 566-3680



~NAACP~

BUTTE COUNTY BRANCH 1029-B

HOSTS 5th

BLACK & WHITE GALA

& AWARDS EVENT

Saturday, OCTOBER 4, 2025

Lakeside Pavillion

2565 California Park Dr., Chico CA

6-9 p.m ~ Program ~ Dinner ~ Dancing

Doors Open @ 5:30 p.m

~Black Tie~

No Host Bar

$75 per person

$750 VIP Table

~Raffle~

To Purchase Tickets or For More Information Contact

Rev. David Goodson@ (530) 828-9759

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **JANET GOODSON, COUNCIL MEMBER**

RE: **NAACP BUTTE COUNTY 5TH ANNUAL INVITATION AND REQUEST TO PURCHASE TABLE**

DATE: **SEPTEMBER 16, 2025**

SUMMARY

The City Council shall consider purchasing a table to attend the 4th Annual NAACP Dinner for $750.00.

DISCUSSION

None.

FISCAL IMPACT

To be paid for with Community Enhancement fund dollars.

ACTION REQUESTED -

ACTION REQUESTED - APPROVE PURCHASE OF TABLE FOR $750.00.

ATTACHMENTS

Letter from NAACP
NAACP 5th Annual Invitation

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**
WES ERVIN, CITY PLANNER

RE: **APPEAL OF THE JULY 24, 2025, DECISION OF THE OROVILLE PLANNING COMMISSION TO DENY CONDITIONAL USE PERMIT UP25-11 FOR AN AEGIS TREATMENT CENTER OUTPATIENT MEDICAL SERVICES FACILITY AT 1121 ORO DAM BOULEVARD EAST (APN 035-260-011)**

DATE: **SEPTEMBER 16, 2025**

SUMMARY

The City Council shall conduct a public hearing and consider an appeal of the Oroville Planning Commission's July 24, 2025, decision to deny Use Permit UP25-11 for an outpatient treatment center at 1121 Oro Dam Blvd East. The proposed facility will operate as a medication unit affiliated with a licensed narcotics treatment program, offering medically supervised services.

DISCUSSION

The Council shall conduct a public hearing and consider an appeal of the Oroville Planning Commission's regular July 24, 2025, decision to deny Use Permit UP25-11 for an outpatient treatment center at 1121 Oro Dam Blvd East on 1.58-acre parcel APN 035-260-011. The proposed facility will operate as a medication unit affiliated with a licensed narcotics treatment program, offering medically supervised services.

Per Oroville Municipal Code (OMC) Chapter 17.56.100.B an appeal of a Planning Commission decision must be heard no later than 45 days from receipt of the request and the Council must provide a determination within 30 days after the public hearing. The appeal was received on August 1, 2025, within the 15-day time limit.

The appeal claims that the Planning Commission abused its discretion by:

1. Relying on new information presented at the hearing that was not available earlier.
2. Reflecting prejudice against individuals protected by the American with Disabilities Act that are seeking medical treatment for substance abuse recovery.

3. Disregarding the Findings supporting the use at this location.
4. Relying on lay testimony rather than that of medical professionals for medical and clinical matters.

On July 24 the Planning Commission discussed the project and heard testimony from the public. Commentors spoke both in favor and against the location. The biggest concerns expressed were the location of the facility in an area of high traffic volume and the potential for accidents with patients pulling into fast traffic lanes, including the potential for hitting jaywalkers which frequently cross at that location. Due to the location of a bus stop on the opposite side of 162 with no nearby crosswalks, the Commission had concerns about increased jaywalking between the bus stop and facility.

In denying the application the Planning Commission made it clear that their denial was for the location only and that the primary concern was public safety – the location being surrounded by heavy commercial uses with limited pedestrian access, traffic safety concerns along SR162, and the potential for nuisance increases in an area with known existing concentrations of unhoused encampments. Commissioners and staff have encouraged the applicant to seek other locations for their clinic.

The Planning Commission meeting video is at https://www.youtube.com/watch?v=twbPLLJFfrw . The item starts at 6:01 in that video.

Approving the appeal means the Council would approve the project at that location, including these items in the Planning Commission staff report:

- Use Permit UP25-11
- The Notice of Exemption
- The approval version of Resolution P2025-12
- Use Permit Findings
- The project conditions

Denying the appeal denies only the proposed location and not the project itself. The applicant would be able to re-submit with a new location

The public notice for this hearing was published in the Oroville Mercury Register on August 30, 2025.

FISCAL IMPACT

None. All fees are paid by the applicant.

ACTION REQUESTED -

1. **ADOPT RESOLUTION NO. 9408 - APPROVING THE APPEAL AND UP25-11, INCLUDING THE NOTICE OF EXEMPTION, THE FINDINGS, THE PROPOSED PROJECT CONDITIONS, AND AUTHORIZE THE MAYOR TO SIGN; OR**
2. **ADOPT RESOLUTION NO. 9407 - DENYING THE APPEAL AND UPHOLDING THE PLANNING COMMISSION'S DENIAL OF USE PERMIT UP25-11, AND AUTHORIZE THE MAYOR TO SIGN. DIRECT STAFF TO WORK WITH THE APPLICANT TO FIND A NEW LOCATION AND RE-APPLY WITHOUT PREJUDICE.**

ATTACHMENTS

1. Appeal filed August 1, 2025
2. Planning Commission agenda package of July 24
3. Other materials received after the agenda publication, including denial Resolution P2025-12
4. Planning Commission denial letter denial resolution P2025-12
5. Council resolution approving the appeal
6. Council resolution denying the appeal

City of Oroville

Planning Division - Community Development Department

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

TRAKIT#:_____-_____

APPEAL APPLICATION

(Please print clearly and fill in/provide all that apply)

REQUIRED FOR A COMPLETE APPLICATION

- ☐ Completed and signed Application Forms
- ☐ Application Fee Paid (Discretionary Items): ($3,729) + 6% Tech Fee = $3,952.74
- ☐ Application Fee Paid (Ministerial Items): ($373) + 6% Tech Fee = $395.38

DECISION BEING APPEALED

(Please check all that apply)

City Staff Member

- ☐ Building Official
- ☐ Chief of Police
- ☐ City Engineer
- ☐ Director of Business Assistance & Housing
- ☐ Director of Parks & Trees
- ☐ Director of Planning & Development Services / Zoning Administrator
- ☐ Director of Public Works
- ☐ Fire Chief
- ☐ Other (Please Specify): _____

Decision Making Body

- ☐ Arts Commission
- ☐ Development Review Committee
- ☐ Historic Advisory Committee
- ☐ Housing Loan Advisory Committee
- ☐ Park Commission
- ☒ Planning Commission
- ☐ Supplemental Benefits Fund Steering Committee

Hearing date of decision being appealed: **JULY 24, 2025** Number of days since the hearing was held: **12**

APPEAL DESCRIPTION

Detailed Description of Appeal:

This appeal is submitted to challenge the Planning Commission's July 24, 2025 decision denying the requested Use Permit for a Medication Unit at 1121 Oro Dam Boulevard. The Planning Commission erred and abused its discretion in several respects. First, the Commission improperly relied on data and information that were never shared with the applicant in advance of the hearing, depriving the applicant of a fair opportunity to review or rebut those materials. Second, the Commission's decision reflects clear and impermissible prejudice against individuals seeking medical treatment for substance use recovery—conduct that violates the protections afforded by the Americans with Disabilities Act (ADA). Third, the Commission disregarded material evidence in the record, including the Planning Department's well-supported analysis and recommendation of approval based on the project's conformance with all applicable Use Permit findings. Fourth, the Commission relied on lay testimony concerning medical and clinical matters, while failing to consult or consider input from qualified medical professionals. For all of these reasons, the Commission's denial was not supported by substantial evidence, was influenced by improper factors, and constitutes an abuse of discretion. The applicant reserves the right to assert additional arguments or evidence in support of this appeal prior to any final hearing before the City Council.

APPLICANT'S SIGNATURE

I hereby certify that the information provided in this application is, to my knowledge, true and correct.

Applicant's Signature: _____ Date: 8/5/2025

FOR OFFICE USE ONLY

APPROVED BY: _____ DATE: _____

{ } Credit Card #:_____ { } Debit Card #: _____ { } Money Order { } Cash { } Check #_____

APPEALS TO THE PLANNING COMMISSION

1. If the applicant or any other person is dissatisfied with the action of the Zoning Administrator, City Engineer, Director of Parks and Trees, Fire Chief, Historic Advisory Committee or Development Review Committee, he or she may appeal in writing to the Planning Commission within **15 days after the action**. If no appeal is filed, the action shall be final.
2. Within 45 days of filing an appeal, the Planning Commission shall hold a public hearing to consider the action and the appeal of that action. The Planning Commission shall render its decision within 30 days of the public hearing, and it shall provide immediate verbal notice of the decision. If the Planning Commission's decision is not appealed, the decision shall be final.
3. Exception: To appeal a fee waiver decision, made by the Director of Planning & Development Services, appeals shall be taken directly to the City Council.

APPEALS TO THE CITY COUNCIL

1. If the applicant or any other person is dissatisfied with a Planning Commission action, he or she may appeal, in writing to the City Council within **15 days after the action**. If no appeal is filed, the action shall be final.
2. Within 45 days of filing an appeal, the City Council shall hold a public hearing to consider the action taken by the Planning Commission and the appeal of that action. The City Council shall render its decision within 30 days of the public hearing, and it shall provide immediate verbal notice of the decision. The decision shall be final.
3. To appeal a fee waiver decision, made by the Director of Planning & Development Services, appeals shall be taken directly to the City Council. Apart from not having to first be heard by the Planning Commission, all other appeal criteria for appeals to the City Council listed above shall apply.

REAPPLICATION

1. **General:** Whenever an application for a rezoning , prezoning, permit or variance has been denied as set forth in this chapter, no new application for the denied rezoning, prezoning, permit or variance shall be filed on any part of the property included in the denied application **within 1 year** from the date of the final decision on the denied application; provided, however, that a new application may be filed and accepted where a change of circumstances has occurred that might affect the outcome of the decision.
2. **Hearing:** The finding that relevant circumstances have changed enough to justify reconsideration of the denied application may be made by the planning Commission only after a public hearing noticed and held in the same manner as the hearing for the denied application. A request for a special public hearing shall be accompanied by a fee established by resolution of the City Council and a written explanation of the change of circumstances.
3. **Appeals:** The decision of the Planning Commission on the issue of change of circumstances shall be final, unless it is appealed as provided in Section 17-56.100 of the City Zoning Code (see above). The City Council may approve an appeal only upon finding, based on substantial evidence, that there has been a change of circumstances that might affect the outcome of the decision.

The Community Development Department operates on a full cost recovery for processing of permits. Staff will charge their time and any expenses associated with processing the application against the initial deposit. Fees that have been captured for the reimbursement of City expenses are non-refundable.

Technology cost recovery fees are non-refundable

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 24, 2025**

RE: Use Permit UP25-11: The Planning Commission shall consider approving a Use Permit for Outpatient Medical Services for Aegis Treatment Center, located in a Corridor Mixed Use (MXC) zoning district at 1121 Oro Dam Boulevard East (APN 035-260-011).
SUMMARY: The Oroville Planning Commission shall conduct a second review of a use permit application for an outpatient treatment center at 1121 Oro Dam Blvd East on 1.58-acre parcel 035-260-011. The proposed facility will operate as a medication unit affiliated with a licensed narcotics treatment program, offering medically supervised services.
RECOMMENDATION: Staff recommends the following actions: 1. **Reopen the Public Hearing on the proposed land use.** 2. **Adopt the Notice of Exemption as the appropriate level of environmental review for the project.** 3. **Either Approve or Deny Use Permit UP25-11 with the recommended findings and proposed conditions.** 4. **Adopt Resolution No. P2025-12 A or B**

APPLICANTS:	Aegis Treatment Centers
LOCATION: 1121 Oro Dam Boulevard East Oroville, CA 95965	**GENERAL PLAN:** Mixed use (MU) **ZONING:** Corridor Mixed use (MXC) **FLOOD ZONE:** X
ENVIRONMENTAL DETERMINATION: Categorically Exempt from CEQA as an Existing facility per Section 15301 of the California Code of Regulations.	
REPORT PREPARED BY: _____ Wes Ervin, Planner Community Development Department	**REVIEWED BY:** _____ Patrick Piatt, Director Community Development Director

SUMMARY FACT SHEET FOR Aegis Outpatient Treatment Center
1121 Oro Dam Blvd (035-260-011)

Requested Action:	Use Permit
Related Applications:	None
Basis for Review:	City Code §Table **17.34.020-1**
Existing Use:	Vacant retail storefront (former FKO building).
Applicant:	Aegis Treatment Centers
Owner:	Laura Fillmore Revocable Intervivos Trust
Location:	APN 035-260-011
Parcel Size:	1.58 acre(s) or 68,824.8 square feet
% Lot Coverage:	1.0 FAR maximum, OK
Present General Plan	Mixed Use (MU)
Zoning Designation:	Corridor Mixed Use (MXC)

Surrounding Land Uses:

North:	Oro Dam Blvd. Across is Las Plumas Plaza with Food Max and other stores
East:	a large drainage ditch and a vacant lot.
South:	a PG&E laydown/storage yard
West:	Oroville Cycle and other stores

PROJECT DESCRIPTION:

Aegis treatment Centers intends to occupy an existing vacant retail building and modify its interior to create an outpatient medical clinic in which a narcotic treatment program will operate. The clinic will be staffed with 15-20 medically trained employees who will administer treatment primarily during morning hours. Patients will come in and out, and there will be no overnight stays.

DISCUSSION:

The proposed location is to be updated with signage, walkways, and landscaping improvements as needed, and a new path of travel will connect to SR 162's new sidewalk.

So-called "methadone clinics" are sometimes publicly controversial, but tend to operate quietly with patients arriving quietly, and leaving immediately after treatment. Operating hours are 5am to 1pm seven days per week. There is adequate parking away from the Highway. The security plan includes cameras, building security, and staff training. There will be no guards. The Development Review Committee explored this issue, and applicant provided reassuring information, which the commissioners may wish to explore further. The application materials provide more information on the topic.

The site is at least 500 feet away from any residences or schools. Only commercial and retail stores are within that distance.

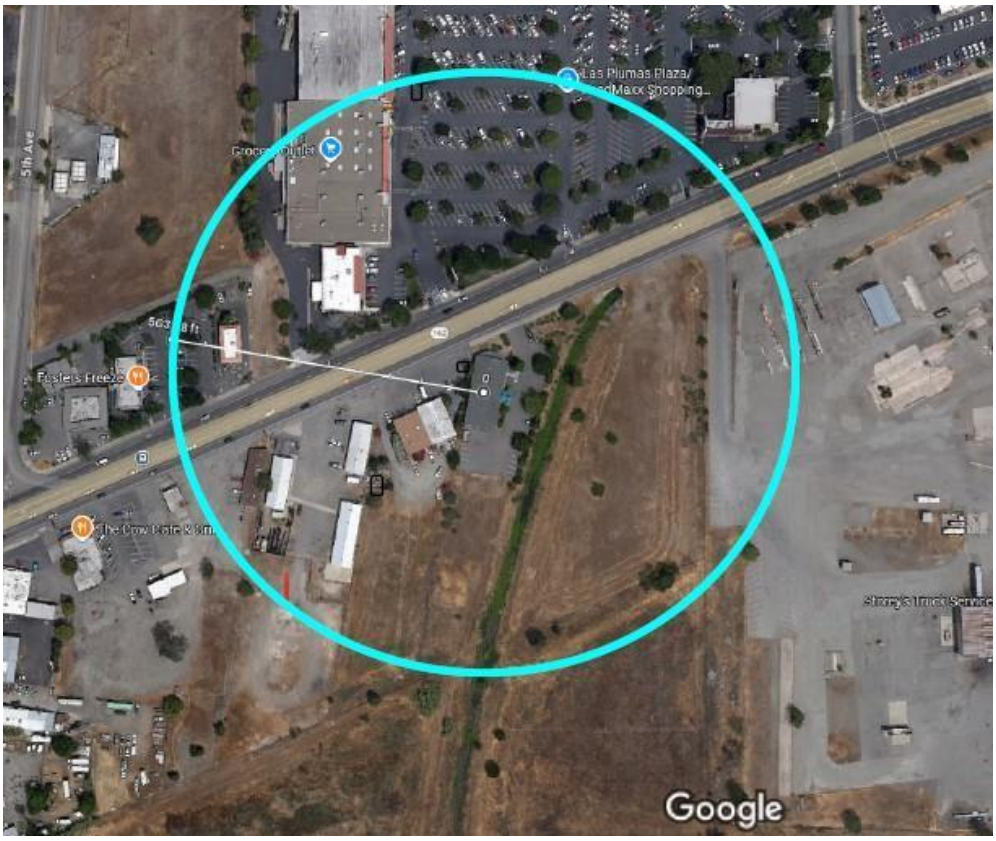


Image with 500-foot circle around 1121 Oro Dam Blvd

CONCERNS RAISED BY THE PUBLIC AND SOME COMMISSIONERS AT THE JUNE 26 MEETING AND ADDITIONAL RESEARCH BY STAFF

After the Commissioners tabled the discussion until the July 24 meeting, staff conducted additional research about operations and public nuisance issues at other existing clinics. The following discussion outlines the outcome of this research:

Research on existing AEGIS methadone clinic sites in Northern California helps with a local evaluation of potential clinic locations within Oroville. Based on planning review, site characteristics, and interdepartmental feedback, the proposed site at 1121 Oro Dam Blvd East for methadone clinic development may not be optimal. However, there may not be a more suitable location. This conclusion reflects public safety considerations, observed site patterns in other jurisdictions, and the anticipated impact on the surrounding area.

Methadone clinics play an important public health role by providing medication-assisted treatment (MAT) to individuals with opioid use disorder. MAT is an evidence-based approach that reduces overdose deaths, supports long-term recovery, and helps

address systemic burdens related to untreated addiction. However, individual clinic sites may still generate localized service needs. Clinics often also offer wraparound services such as housing support, mental health care, and case management.

Staff gathered information from AEGIS-operated clinics in Chico, Roseville, Eureka, and Tracy. The Chico clinic, located on Rio Lindo Avenue, was approved under an existing Use Permit and has not generated any complaints to Code Enforcement. Chico Planning staff confirmed there are no known operational concerns at that location. Based on available public safety data, the area surrounding the clinic has a high concentration of DUI and public intoxication incidents. There is general awareness that service calls can increase near high-volume treatment centers depending on their location, accessibility, and population served.

The Roseville clinic at 1133 Coloma Way, Suite C required only a building permit and has received limited complaints related to traffic and parking. No complaints have been reported regarding nuisance behavior or safety. The Eureka location experienced more visible public opposition, and staff there noted challenges related to the clinic's proximity to a higher concentration of vulnerable individuals. While specific enforcement data was not provided, concerns were expressed about local service impacts and the challenges associated with the surrounding area. In Tracy, the AEGIS clinic is located in a medical office zone and did not require a conditional use permit. Planning staff reported no code enforcement complaints and no known public opposition to the facility.

Regarding the Oroville proposal, the site at 1121 Oro Dam Blvd East initially appeared objectively viable due to its commercial zoning, transit access, and distance from schools and residential neighborhoods. Interviews with Oroville public safety officials[1], however, suggest its location along a high-traffic corridor near Highway 70 raises public safety concerns, particularly related to impaired driving risks and emergency response. These factors, combined with patterns observed in other communities, suggest the site may not be the most appropriate location for this type of facility.

Other sites reviewed, including Feather River Blvd, Mitchell Street, South Feather River Blvd, and Downtown Oroville, also presented limitations such as proximity to sensitive uses, walkability issues, infrastructure constraints, or heightened visibility that may lead to public concern or patient discomfort. At this time, no alternative location has been identified that meets both service needs and community compatibility standards.

Staff also notes that the applicant's attorney has sent a letter outlining the city's legal responsibilities regarding this protected class under the Americans with Disabilities Act (ADA). The letter states:

[1] Police Chief Wines on July 14 and Code Enforcement Director Ron Belser on July 17.

> "…..that cities may not deny or delay zoning approvals based on stigma, fears about clientele, or generalized concerns about community perception."[2]

We expect to have an opinion about this letter from the City Attorney prior to the Planning Commission meeting.

This research is intended to inform discussion and guide future decisions if a new proposal is brought forward. Staff are available to provide additional background or respond to questions as needed.

If the Planning Commission chooses to deny the application, it must determine that one or more of the findings cannot be made based on substantial evidence.

Trash Enclosure: Pursuant to OMC 17.12.110, the existing refuse collection area will need to be upgraded to be covered and secure. Applicant has agreed.

Landscaping: the existing landscaping will be repaired and will receive new ground cover. The irrigation system will be repaired as needed. The applicant has agreed.

A landscape maintenance agreement is currently in effect, and the applicant will need to adequately maintain the grounds. If not, the city can perform maintenance and bill the tenant or owner.

Site Access and Parking: City code requires 1 space for each 300 square feet of gross floor area, or 19 spaces. There are currently 28 spaces including 2 Accessible spaces.

Signs: Signage will include replacement of existing facing, which does not require a sign permit.

HVAC and Mechanical Equipment: All HVAC and other mechanical, electrical, and communications facilities must be screened from public view through architectural integration, fencing, landscaping, or combination thereof.

1% Art in Public Places: Not applicable for re-use of an existing building.

Environmental Determination: Re-use of an existing building is exempt from CEQA under section 15301 of the California Code of Regulations.

[2] Letter of July 17, 2025 from Daniel Freedman, page 2

Required Findings for a Use Permit: Pursuant to OMC Section 17.48.010.4, the Planning Commission may grant a use permit only upon making all of the following findings, based on substantial evidence:

a. The granting of the permit will not be incompatible with or detrimental to the general health, safety or public welfare of the surrounding area or of the city as a whole.

The need for a use permit is based on the Oroville Municipal code, which requires a use permit for outpatient clinics. The property is located along a very active state highway with nearby retail and services. This development and its access is somewhat isolated from its neighbors and will have minimal visibility from SR 162. There are no nearby sensitive receptors such as schools or residences.

b. **The proposed use follows sound principles of land use by having a suitable location relative to the community as a whole, as well as to transportation facilities, public services and other land uses in the vicinity**.

The parcel is easily accessed from a busy state highway with adequate transportation and other public services. It is an existing retail building that has been vacant for at least a year and will be occupied by 15-20 new employees.

c. Public utilities and facilities, including streets and highways, water and sanitation, are adequate to serve the proposed use or will be made adequate prior to the establishment of the proposed use.

All utilities and facilities exist at the site.

d. The location, size, design and operating characteristics of the proposed use will be harmonious and compatible with the surrounding neighborhood and will not adversely affect abutting properties.

The operation of the clinic will be in the mornings, with adequate access and parking. Surrounding land uses include an auto repair store and shop and several retail stores. Most of the surrounding structures are simple in nature, with minimalistic design. The proposed facility will be compatible with the surrounding neighborhood in both design and land use.

e. The subject site is physically suitable for the type and intensity of land use being proposed.

As conditioned, the property is suitable for a medical clinic.

f. The size, intensity and location of the proposed use will provide services that are necessary or desirable for the neighborhood and community as a whole.

There is a need for medically supervised treatment services throughout the area. The operators of this facility are experienced and operate over 40 other treatment centers, so the operations will be clearly well managed and professional.

g. The permit complies with all applicable laws and regulations, including the requirements of the general plan, of this title and of the city municipal code.

As conditioned, this project will comply will all applicable laws and regulations.

FISCAL IMPACT
None. All applicable fees were paid prior to completing review.

PUBLIC NOTICE
The Planning Commission hearing for this project was publicly noticed in the local newspaper on June 14, 2025, and mailed to all property owners within 300 feet on June 14, 2024. As of publication, staff has received zero responses from the public notices.

Attachments:

1. Use Permit Application
2. Site and architectural plans
3. Notice of Exemption
4. Resolution No. P2025-12
5. Letter from Applicant's Attorney

Daniel Freedman
310-785-5391
dff@jmbm.com

1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067-4308
(310) 203-8080 (310) 203-0567 Fax
www.jmbm.com

May 22, 2025

City of Oroville
Planning Division
Community Development Department
Attn: Kristina Heredia, Associate Planner
1735 Montgomery Street
Oroville, CA 95965

Re: Aegis Treatment Centers Use Permit Application
1121 Oro Dam Blvd E, Oroville, CA 95965 | APN: 035-260-011-000

Dear City of Oroville Planning Division:

On behalf of Aegis Treatment Centers, and its parent company Pinnacle Treatment Centers, I am pleased to submit this Use Permit application for a proposed Aegis Treatment Center outpatient clinic at 1121 Oro Dam Blvd East in Oroville. The proposed facility will operate as a Medication Unit affiliated with a licensed Narcotic Treatment Program, offering limited, medically supervised services primarily during morning hours.

By way of background, with more than 40+ Opioid Treatment Program and Med Unit locations across the state, Aegis Treatment Centers is a leading provider of outpatient medication-assisted treatment services in California. Aegis is committed to providing safe, effective, and accessible care for individuals experiencing opioid use disorder. Our clinics are professionally staffed, well-regulated, and integrated into the communities we serve. You can learn more about Aegis Treatment Centers here: https://pinnacletreatment.com/aegis-2/

The proposed location is an existing commercial building that was previously used for retail purposes and is currently vacant. Besides updating the signage, walkways, and landscaping, no new construction is proposed. The clinic will operate within the allowable zoning framework as a medical outpatient use. The facility will have limited hours (primarily operating in the morning), trained staff, and no fleet vehicles.

Aegis believes these clinics are instrumental in helping address an important public health need in communities across California by expanding access to evidence-based care in a safe

and well-managed setting. We respectfully request the City's support in approving this Use Permit. Please feel free to contact me with any questions or if further information is needed.

Very truly yours,



DANIEL FREEDMAN of
Jeffer Mangels Butler & Mitchell LLP

DF

Docusign Envelope ID: 3D17503E-30C2-4FA8-83ED-7E0EA4D81DCF

City of Oroville

Planning Division - Community Development Department

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

TRAKIT#: Retail (vacant)

USE PERMIT APPLICATION

(Please print clearly and fill in/provide all that apply)

REQUIRED FOR A COMPLETE APPLICATION		PERMIT TYPE	
☐	Completed and signed Application Forms	☑	New Use Permit: $3,628 (Deposit) + $217.68 (6% Tech Fee) = $3,845.68
☐	Application Fee Paid	☐	Amendment to Existing Use Permit: $2,177 + $130.62 (6% Tech Fee) = $2,307.62

PROJECT PLANS

All plans and drawings shall be drawn to scale to the extent feasible and shall indicate the full dimensions, contours and other topographic features and all information necessary to make a full evaluation of the project. Please include the following:

☑	1. **Site and floor plans**, including the location, square footage and use of all structures.
☐	2. **Architectural drawings** showing proposed building elevations.
☐	3. Landscape plans showing the types, sizes and location of vegetation to be planted and the irrigation system to be installed
☐	4. Plans for the configuration & layout of all off-street parking spaces, including entrances, exits and internal circulation routes.
☐	5. Plans for all lighting to be installed on the site, including the location, type, height and brightness of each lighting fixture.
☑	6. **Drawings of all signs** that are proposed in association with the project.
☐	7. Plans showing the location, sq footage and capacity of any existing or proposed surface storm-water detention facilities.
☐	8. Plans showing the location and square footage of any existing or proposed outdoor storage areas.
☐	9. Descriptions of any off-site infrastructure improvements to be provided in conjunction with the project.
☑	10. Hours of operation for all proposed land uses.
☐	11. Number of employees and fleet vehicles for all proposed land uses
☑	12. **A letter authorizing the use permit application from the owner of the property.**

CLASSIFICATION

☐	Alcohol & Beverage Sales	☐	Nonconforming Uses & Structures	☐	Uses in Industrial Districts
☐	Agricultural Uses	☐	Outdoor Storage	☐	Uses Mini-Storage Overlay(MS-O)
☐	Animal Keeping (Commercial)	☐	Parking Requirement Exceptions	☐	Uses in Residential Districts
☐	Barbed/Razor Wire Fence	☐	Temporary Use	☐	Uses in Special Purpose Districts
☐	Density Bonus & Other Incentives	☐	Uses in a Conditional Overlay (C-O)	☐	Uses not Specified but Allowed
☐	Exceptions to Height Limits	☐	Uses in Commercial & Mixed-Use Districts	☐	Wireless Communication Facilities
☐	Other: (Please Specify)				

APPLICANT'S SIGNATURE

I hereby certify that the information provided in this application is, to my knowledge, true and correct.

Signature:	Date:	5/22/25

OFFICE USE ONLY

Approved By:		Date:	
Payment:		Number:	

Docusign Envelope ID: 3D17503E-30C2-4FA8-83ED-7E0EA4D81DCF

PROJECT DESCRIPTION	
Present or Previous Use:	Retail
Proposed Use:	Outpatient Services

Detailed Description:

See attached.

The Community Development Department operates on a full cost recovery for processing of permits. Staff will charge their time and any expenses associated with processing the application against the initial deposit. Fees that have been captured for the reimbursement of City expenses are non-refundable.

Technology cost recovery fees are non-refundable

Docusign Envelope ID: 3D17503E-30C2-4FA8-83ED-7E0EA4D81DCF

AGENT AUTHORIZATION

To the City of Oroville, Department of Community Development

NAME OF AGENT:	Chuck Marvick (Representative for ATC)	PHONE NUMBER:	(951) 808-0520
COMPANY NAME:	Aegis Treatment Centers	EMAIL:	JCMarvick@SBCGlobal.net
ADDRESS:	1713 Route 73 N, Ste 200	CITY/ST/ZIP:	Mount Laurel, NJ 08054

AGENT SIGNATURE: Daniel Freedman of JMBM, Agent/Representative, info below.

Is hereby authorized to process this application on my/our property, identified as Butte County Assessor Parcel Number (s):

035-260-011-000

This authorization allows representation for all applications, hearings, appeals, etc. and to sign all documents necessary for said processing, but not including document (s) relating to record title interest.

Additional Agent/Representative for ATC: Daniel Freedman, JMBM, 1900 Ave. of the Stars, 7th Flr, Los Angeles CA 90027. DFF@JMBM.COM; (310) 785-5391,

Owner(s) of Record (sign and print name)

1)	Laura Fillmore Revocable Intervivos Trust	DocuSigned by: Laura Fillmore 7AE92539B95E433...	5/21/2025
	Print Name of Owner	Signature of Owner	Date
2)			
	Print Name of Owner	Signature of Owner	Date
3)			
	Print Name of Owner	Signature of Owner	Date
4)			
	Print Name of Owner	Signature of Owner	Date
	Owner's Mailing Address	Owner's Email	Owner's Phone #

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Project Summary – ATC Oroville Medication Unit

The proposed project involves the establishment of a Medication Unit that will operate as a satellite facility to a licensed Narcotic Treatment Program (NTP). A Medication Unit is a separate, outpatient clinic where licensed medical professionals dispense opioid agonist medications (such as methadone or buprenorphine) and collect samples for testing, all under appropriate medical supervision.

The facility will be operated by Aegis Treatment Centers, a division of Pinnacle Treatment Centers. Aegis operates more than 40 treatment centers across California and is recognized for delivering regulated, evidence-based treatment in a professional clinical setting.

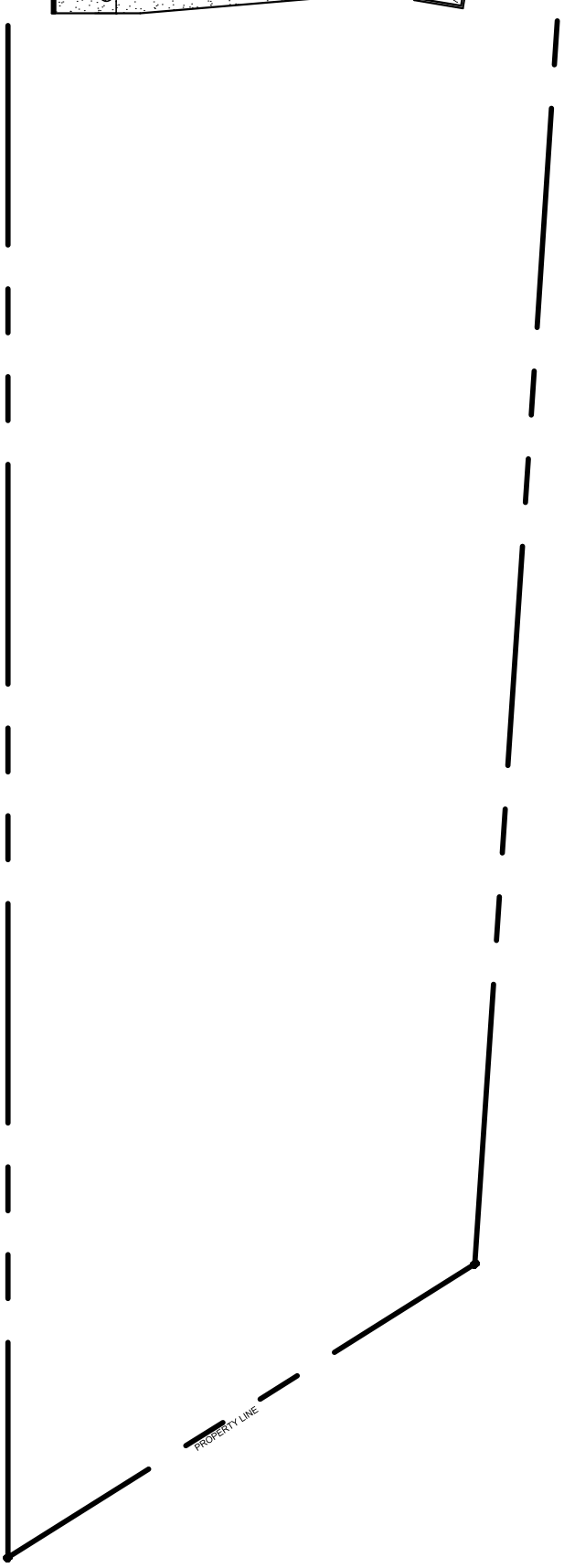
The Oroville Medication Unit will occupy approximately 2,805 square feet within an existing 5,480-square-foot commercial building. Other than interior tenant improvements, no new construction is proposed. Interior clinic uses will include a reception area, waiting room, doctor's office, dispensary, laboratory, group room, and administrative offices.

The clinic will operate daily from 5:00 a.m. to 1:00 p.m., including weekends. It will be staffed by approximately 15 to 30 employees, depending on operational needs. No fleet vehicles will be used or stored at the site.

How many daily people?
Security Plan?
Cameras
Lighting
Why? Why is this important to have here? How will this benefit our community?
Trash enclosures?

Outpatient services.
Any facility that provides outpatient medical care and does not allow patients to stay overnight. Outpatient services typically include but are not limited to: diagnosis, medical lab testing, wellness and prevention counseling, medical treatment, and physical therapy. Outpatient services are not considered a hospital, as defined in this Code. Outpatient services shall not include substance abuse counseling as a primary use.

Substance abuse counseling.
Any facility that provides addiction recovery or substance abuse counseling services to the public, as a primary use, for drug, alcohol, and narcotics related addictions. Substance abuse counseling does not include medical care, overnight guests, and 24-hour nonmedical care. This definition shall not include meeting facilities, personal services, and residential care facilities as defined in this Code. ONLY PERMITTED BY RIGHT IN C-2, CLM. NO WHERE ELSE, EVEN WITH USE PERMIT.


PROPERTY LINE

Docusign Envelope ID: 3D17503E-30C2-4FA8-83ED-7E0EA4D81DCF

City of Oroville

Planning Division - Community Development Department

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

TRAKIT#:

PLANNING DIVISION GENERAL APPLICATION

(Please print clearly and fill in all that apply)

APPLICANT'S INFORMATION		Project's:	Architect
Name:	Aegis Treatment Centers	Name:	Chuck Marvick (Rep. for ATC)
Address:	1713 Route 73 N, Ste 200, Mount Laurel, NJ 08054	Company:	J.C. Marvick & Associates, Inc.
Phone:	856.439.6111 Also copy: DFF@JMBM.COM	Address:	18671 Fairwood Lane, Santa Ana, CA 92705
Email:	kelly.priegnitz@pinnacletreatment.com	Phone:	(951) 808-0520
Is the applicant the Owner? ☐	If applicant is **Not** the owner, please provide owner /agent authorization on the reverse side.	Email:	jcmarvick@sbcglobal.net

DEVELOPMENT PROJECTS & OTHER APPLICATIONS (Please check all that apply)

☐	Annexation	☐	Landmark /Modification/Demolition	☐	Tentative Parcel Map
☐	Appeal	☐	Mining and Reclamation Plan	☐	Tentative Subdivision Map
☐	Development Review	☐	Pre-Application	☑	Use Permit
☐	Final Map	☐	Residential Density Bonus	☐	Variance
☐	General Plan Amendment/Rezone	☐	Temporary Use	☐	Wireless Communication Facilities
☐	Landmark Designation	☐	Tentative Map Extension	☐	Zoning Clearance
☐	Other: (Please Specify)				

ADMINISTRATIVE PERMITS (Please check all that apply)

☐	Adult Oriented Business	☐	Outdoor Storage	☐	Special Event
☐	Home Occupation	☐	Outdoor Display & Sales	☐	Street Closure
☐	Large Family Day Care	☐	Second Dwelling Unit	☐	Tree Removal
☐	Mobile Food Vendor	☐	Sign/Temporary Sign Permit		
☐	Other: (Please Specify)				

*Please provide a letter addressed to the Planning Division with a detailed description for the proposed project. Please include any site plans, maps, aerials, photos, and other relevant information that will help us in processing your application.
** Any time a set of plans is required, three (3) sets of drawings shall be submitted, unless otherwise directed.

PROJECT INFORMATION

Project Name:	Aegis Treatment Center	Proposed Structure(s) (Sq Ft.):	0
Address:	1121 Oro Dam Blvd E, Oroville, CA 95965	Existing Structure(s) (Sq Ft.):	5,480
Nearest Cross Street:	5th Avenue	Water Provider:	
Assessor Parcel Number:	035-260-011-000	School District:	Oroville City Elementary & Oroville Union High
Lot Size (Acres):	1.58	Number of Dwelling Units:	0

APPLICANT'S SIGNATURE

I hereby certify that the information provided in this application is, to my knowledge, true and correct.

Signature: [signature] Date: 5/22/25

OFFICE USE ONLY

General Plan:		Zoning:		Zoning Conformity:		APN:					
File#		Overlay Zoning:		Minimum Setbacks:	FY		RY		SY		

Docusign Envelope ID: 3D17503E-30C2-4FA8-83ED-7E0EA4D81DCF

AGENT AUTHORIZATION

To the City of Oroville, Department of Community Development

NAME OF AGENT:	Chuck Marvick (Representative for ATC)	PHONE NUMBER:	(951) 808-0520
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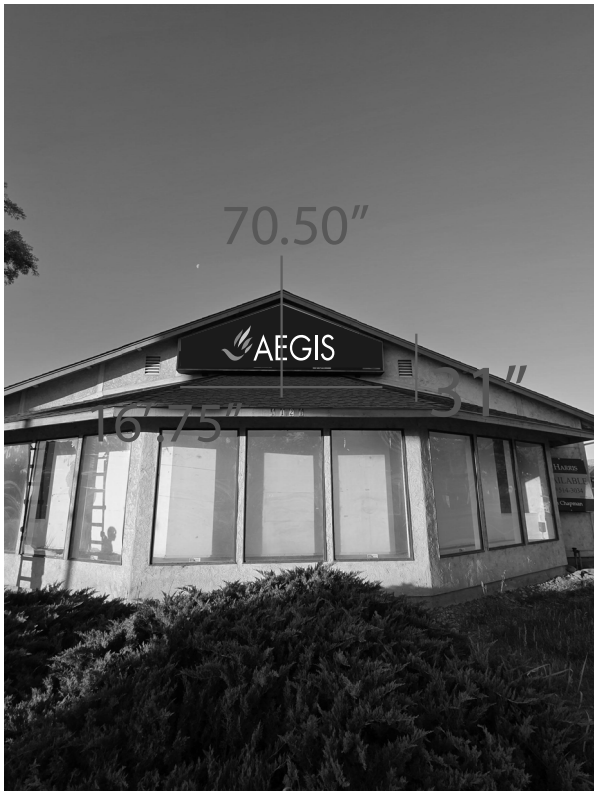
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Owner(s) of Record (sign and print name)

1)	Laura Fillmore Revocable Intervivos Trust	DocuSigned by: Laura Fillmore 7AE92539B95E433...	5/21/2025
	Print Name of Owner	Signature of Owner	Date
2)			
	Print Name of Owner	Signature of Owner	Date
3)			
	Print Name of Owner	Signature of Owner	Date
4)			
	Print Name of Owner	Signature of Owner	Date
	Owner's Mailing Address	Owner's Email	Owner's Phone #

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single sided acrylic face with vinyl



double sided acrylic face with vinyl



4′ H x 8′ W

pvc sign

12406 San Fernando Road, 5,
sylmar, CA, 91342, USA
Phone: 818-217-1649
jrods@wedosignss.com

Job Name: Aegis Pinnacle

Adress:

1121 Oro Dam blvd E
Oroville, Ca 95965

Landlord Aproval:

This is an original unpublished drawing prepared for you by WeDosignss for your business. All arragements, designs, ideas and plans indicated or represented in this drawing are owned by and property of WeDosignss. It is not to be shown to anyone outside of your organization nor to be copied, exhibited or reproduced in any fashion without the writeen permission of WeDosignss.

JMBM Jeffer Mangels Butler & Mitchell LLP

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Daniel Freedman
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Los Angeles, California 90067-4308
(310) 203-8080 (310) 203-0567 Fax
www.jmbm.com

Ref: 85850-0001

July 17, 2025

VIA E-MAIL ONLY (publiccomment@cityoforoville.org)

Chair Jenkins and Honorable Members of the
Oroville Planning Commission
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Re: Continued Hearing on Conditional Use Permit for Aegis Medical Systems – Medication Unit at 1121 Oro Dam Boulevard

Dear Honorable Commissioners:

I write on behalf of Aegis Medical Systems, Inc. ("Aegis") in advance of the continued public hearing scheduled for July 24, 2025, regarding Aegis' application for a Use Permit to establish a Medication Unit at 1121 Oro Dam Boulevard, within the City of Oroville. We sincerely appreciate the thoughtful discussion at the June 26 Planning Commission hearing and the strong, well-reasoned recommendation of approval by City staff. However, as observed during deliberations, some Planning Commissioners appeared uncertain—not necessarily about the merits of the use itself, but about the proposed location and concerns tied to public perception and stigma. Accordingly, in advance of the continued hearing, this letter is intended to respectfully assist the Commission in its further consideration by:

- **ADA Compliance:** A reminder of the City's legal obligations under the Americans with Disabilities Act (ADA) and related laws, including the requirement that decisions not be based on stigma, discomfort, or community opposition toward individuals in recovery.

- **Staff's Findings:** Reinforcement of the accuracy and strength of the findings presented by City staff, including how the project clearly meets each of the required Use Permit findings under the City's Municipal Code.

- **Public Perception & Community Impact:** Clarification of certain misconceptions about the population to be served, emphasizing that this facility is intended to meet a local public health need—serving Oroville residents—not attracting outsiders.

With these considerations in mind, we respectfully urge the Commission to approve the application at the continued hearing.

A Limited Liability Law Partnership Including Corporations / Los Angeles • San Francisco • Orange County

1. OBLIGATIONS UNDER THE ADA AND RELATED LAWS

We respectfully remind the Commission that individuals recovering from opioid addiction are expressly protected under the Americans with Disabilities Act (ADA), the Rehabilitation Act of 1973, and related California laws. These protections apply directly to zoning and land use decisions, including the consideration of use permits.

For some background, Federal courts have repeatedly held that cities may not deny or delay zoning approvals based on stigma, fears about clientele, or generalized concerns about community perception. These protections are well established in case law. For example, in *Bay Area Addiction Research and Treatment, Inc. v. City of Antioch*, 179 F.3d 725 (9th Cir. 1999), the Ninth Circuit held that the ADA and the Rehabilitation Act apply directly to zoning decisions. The court struck down a city ordinance that excluded methadone clinics from certain locations based on neighborhood concerns, emphasizing that such zoning actions—whether based on community opposition or stereotypes—violate federal law.

Similarly, in *MX Group, Inc. v. City of Covington*, 293 F.3d 326 (6th Cir. 2002), the court ruled that the denial of a permit for a methadone clinic violated the ADA. The court stressed that individuals seeking treatment at such facilities are protected under federal disability laws, and that cities may not justify denials based on vague concerns about neighborhood character, crime, or the perceived nature of the clientele. (See also, *RHJ Medical Center, Inc. v. City of DuBois*, 754 F. Supp. 2d 723 (W.D. Pa. 2010), reinforcing that ADA protections apply even before a treatment facility has opened.) These cases make clear that: *local agencies cannot lawfully deny or condition use permits for necessary medical services based on stigma, discomfort, or speculative community opposition related to the protected population served.*

Here, the City's planning staff has concluded that the proposed use meets all applicable findings and requirements. While some general "what if" concerns have been raised about the individuals who will receive treatment at this proposed location, these appeared to be entirely based on perceived stigma—precisely the kind of concern federal law prohibits as a basis for denial. Moreover, the concerns seem to be based entirely on speculation, as there is simply no evidence to support the idea that individuals seeking treatment at this location will harm or detract from any adjacent uses, or the community at large. As we explained, this location is intended to provide treatment to this community, and the denial of this application, would be a denial of service to your own residents. While we remain confident that the City intends to act in good faith, it is important to recognize the relevant context.

2. STAFF'S FINDINGS ARE ACCURATE AND SUPPORTED BY THE RECORD.

Pursuant to Section 17.48.010.4 of the Oroville Municipal Code, the Planning Commission must approve a use permit if it can make the seven specific findings based on

substantial evidence. In its staff report, the Planning Department thoroughly and correctly analyzed each required finding and concluded that the project meets all applicable criteria. For example:

- **Finding (a): No Detriment to Public Health, Safety, or Welfare:** This finding ensures that the project will not harm the public or nearby properties. Staff correctly determined that while the site is located near retail and service uses along a major highway, it is somewhat isolated from its neighbors, with minimal visibility from SR 162. Additionally, there are no sensitive receptors nearby—such as schools or residences—that might be impacted. The proposed clinic will operate safely and discreetly, posing no threat to public health, safety, or welfare.

- **Finding (b): Consistent with Sound Land Use Principles:** This finding evaluates whether the project is suitable given its location and surrounding context. Staff noted that the site is accessible from a major state highway and is served by adequate transportation and public services. The building itself has been vacant for more than a year and is well-suited to house a clinic. The project will also bring 15 to 20 new employees to the area, helping revitalize this underutilized space while complying with sound planning principles.

- **Finding (c): Adequate Public Utilities and Infrastructure:** This finding requires that utilities and infrastructure be sufficient for the project. Here, staff determined that all necessary utilities exist on-site, and no additional public infrastructure improvements are needed. The project can proceed without placing any strain on City resources.

- **Finding (d): Compatibility with the Surrounding Neighborhood:** This finding ensures that the project's design, size, and operation are appropriate for its surroundings. Staff found that the clinic will operate primarily in the mornings and that there is adequate access and parking on the site. The surrounding uses—including an auto repair shop and several retail stores—are compatible with the proposed medical clinic, and the project will fit seamlessly into the neighborhood, both in function and appearance.

- **Finding (e): Physical Suitability of the Site:** This finding evaluates whether the site can physically accommodate the use. Staff concluded that, as conditioned, the existing building and site layout are fully suitable for a medical clinic. The modest scale of the project aligns with the physical characteristics of the property.

- **Finding (f): Necessary and Desirable:** This finding requires that the project provide services that are necessary or desirable for the neighborhood and community as a whole. Staff specifically noted the documented need for medically supervised treatment services in the area. Moreover, the operator—Aegis—has extensive experience with more than 40 similar facilities across California, ensuring that the project will be professionally managed and beneficial to the community.

- **Finding (g): Compliance with Applicable Laws and Regulations:** This finding confirms that the project meets all applicable City codes, including zoning and the General Plan. Staff concluded that, as conditioned, the project will complies with all local laws and regulations.

These findings are supported by a complete application, objective site analysis, and relevant evidence in the record. Moreover, as mentioned at the prior hearing, City staff also confirmed that alternative sites were evaluated and rejected, and that staff supports the current proposed location specifically because it best meets the City's zoning, accessibility, and infrastructure requirements while remaining central and accessible to City residents.

3. ADDRESSING CONCERNS ABOUT LOCATION AND PUBLIC PERCEPTION

We understand that some Commissioners expressed concern that the use may be better suited elsewhere, or that it could negatively affect public perception of the City or the nearby shopping center. While we appreciate the desire to balance community considerations, we respectfully submit that generalized fears about "stigma" are not a lawful or appropriate basis to deny a federally protected class of individuals to medical treatment. Moreover, the implication that this location would attract "outsiders" is misplaced. The vast majority of individuals anticipated to seek treatment at this location are Oroville residents—your neighbors, colleagues, and family members who are in need of safe, local access to care. The location was chosen specifically to serve this community effectively. Addiction is a serious medical condition. Medication-assisted treatment is one of the most effective and evidence-based approaches for treatment. Providing access to this treatment at a safe, regulated facility in a central and accessible location should be viewed as – and is – an investment in public health, safety, and community wellness.

4. MOVING FORWARD

Aegis is committed to working collaboratively with the City and the community. We operate over 40 Medication Unit and treatment center locations throughout California—including in cities and counties of all sizes—and do not experience the types of problems or impacts that appeared to concern some members of the Commission. These facilities are highly regulated, professionally operated, and tailored to serve individuals in a safe, respectful, and clinically appropriate setting. Moreover, in the unlikely event that adverse impacts were to occur at this site, the staff recommended condition (Condition No. 13) grants the Planning Commission authority to modify or revoke the UP. As Condition 13 states, the Commission may take action upon finding substantial evidence of (i) noncompliance with permit conditions, (ii) violation of the permit terms, (iii) violation of law, or (iv) fraud. This mechanism provides a meaningful safeguard.

Accordingly, it is our view that there truly is no reasonable basis to conclude that this use will have a detrimental impact on the City or the area. And even if it does, the Planning

Commission retains full authority to take appropriate corrective action. We therefore urge the Commission to approve the requested Use Permit at the July 24 hearing and allow this important community-serving use to proceed. Should you have any questions or wish to discuss any aspect of this request further, please do not hesitate to contact me directly.

Very truly yours,



DANIEL FREEDMAN of
Jeffer Mangels Butler & Mitchell LLP

CC Wes Ervin, City Planner, City of Oroville (wervin@cityoforoville.org)
Office of the City Attorney, City of Oroville (cityattorney@cityoforoville.org)

City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

Patrick Piatt
DIRECTOR

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

NOTICE OF EXEMPTION

TO: Butte County Clerk/State Clearinghouse
25 County Center Drive
Oroville, CA 95965

FROM: City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Project Title: UP 25-11 Use permit for an outpatient medical clinic

Project Location – Specific: 1121 Oro Dam Blvd East (APN 035-260-011)

Project Location - City: City of Oroville

Project Location – County: Butte

Description of Nature, Purpose, and beneficiaries of project: The project applicant, Aegis Treatment Centers, intends to occupy an existing vacant retail storefront at 1121 Oro Dam Blvd in Oroville. There are no exterior changes to the building or parcel. The subject property has a zoning designation of Corridor Mixed Use (MXC) and a General Plan land use designation of Mixed Use. Signage is unchanged except for replacing the facings.

Name of Public Agency Approving Project: City of Oroville

Name of Person or Agency Carrying Out Project: Aegis Treatment Centers

Exempt Status (Check One):

☐ Ministerial (Sec. 21080(b)(1); 15268)
☐ Consistent with General or Community Plan, Title 14, CCR, § 15183
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a))
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
☒ Categorical Exemption: State type & section number:

- Existing Facilities, Title 14, CCR, §15301.

Reasons why project is exempt: This action has been determined to be exempt from the California Environmental Quality Act (CEQA) review as follows:

Existing Facilities, Title 14, CCR, §15301
A project is exempt from CEQA if it consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. There are a number of examples, including Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes).
Applicant is moving into an existing vacant retail building and is making no exterior changes to the building or property;

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Lead Agency Contact Person: Wes Ervin

Telephone: (530) 538-2408

Signature: _____

Date: _____

☒ Signed by Lead Agency
☐ Signed by Applicant

CITY OF OROVILLE
RESOLUTION NO. P2025-12

A RESOLUTION OF THE PLANNING COMMISISON OF THE CITY OF OROVILLE, CALIFORNIA, MAKING FINDINGS AND CONDITIONALLY APPROVIING USE PERMIT UP25-11 FOR AN OUTPATIENT MEDICAL CLINIC OPERATED BY AEGIS TREATMENT CENTERS, LOCATED AT 1121 ORO DAM BOULEVARD EAST (APN 035-260-011).

WHEREAS, the City has received an application packet from Aegis Treatment Centers to operate a narcotic treatment program at 1121 Oro Dam Boulevard on APN 035-260-011; and

WHEREAS, The City of Oroville Municipal Code (OMC) Section 17.48.010 specifies that outpatient clinics in the Corridor Mixed Use District (MXC) shall require a use permit; and

WHEREAS, at a duly noticed public hearing, the Planning Commission considered the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by the approval of the use permit described herein, and also considered the City's staff report regarding the request.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission as follows:

1. This action has been determined to be exempt from the California Environmental Quality Act (CEQA) review pursuant to Title 14, California Code of Regulations, Section 15301 "Existing Facilities."

2. The Planning Commission approves the findings required by Section 17.48.010 of the Oroville City Code, as described in this Resolution.

3. The Planning Commission approves Use Permit UP25-12 with the conditions described in this Resolution.

CONDITIONS OF APPROVAL

Approved project: The Planning Commission hereby conditionally approves Use Permit UP25-12, permitting the operation of an Aegis Treatment Centers narcotics treatment program at 1121 Oro Dam Boulevard East (APN: 035-260-011). The subject property has a zoning designation of Corridor Mixed Use (MXC) and a General Plan land use designation of Mixed use (MU).

Project Specific Conditions

1. Applicant shall restore and maintain existing landscaping in conformance with OMC Chapter 17.12.050. This shall include filling ground cover, weed control, repairing as

needed the watering system. The improvements shall be approved by staff prior to the issuance of final occupancy.

2. No vegetation located within the Caltrans right-of-way adjacent to State Route 70 shall be removed as part of this development, except for removal made necessary by the installation of a path of travel across the property.
3. The refuse collection enclosure shall be upgraded, enclosed, and secured in accordance with OMC Chapter 17.12.110. The refuse area shall be large enough to provide adequate storage for solid waste and recyclable materials generated by the use.
4. The applicant has indicated that they will replace only the sign messages within the existing signage structures without modification, including an 8-foot-high monument sign and two wall signs on the building. No sign permit is needed unless new electrical or structural work is performed.
5. The applicant will remove the two storage containers located in the parking lot.
6. Applicant shall restripe the lot and upgrade the asphalt as needed.
7. Prior to final occupancy, applicant shall provide proof of the proper operating permits from the State of California and/or Butte County Health as appropriate.

General Conditions

1. Frontage improvements shall be provided where not currently provided and replaced where not compliant with ADA requirements or City standards, as determined by the Director of Public Works or designee.

2. The applicant and any/or subsequent tenants shall have a current City of Oroville business license and any other applicable permit/license that may be required as part of their business operations.

3. Pursuant to Section 17.12.010, the proposed use of the site shall conform to the performance standards of the Oroville Municipal Code to minimize any potential negative effects that the building, structure, lighting or use could have on its surroundings, and to promote compatibility with surrounding uses and areas.
4. Applicable construction plans, calculations, specifications, applications, forms, etc. shall be submitted to the Building Division for review prior to the start of any construction activities requiring a building permit. All applicable plan review and development impact fees shall be paid at time of submittal.

5. Any grading, paving, excavation and site clearance, including that which is exempt from obtaining a permit, shall be performed in conformance with the City's Engineering Design Standards; the Municipal Code; the requirements of the State Regional Water Quality Control Board; and any other applicable local, state, and federal requirements.

6. Pursuant to Section 17.12.050, landscaped areas shall be continually maintained in good condition and shall be kept clean and weeded and trees shall be pruned in a natural pattern and shall not be topped or pollarded. An existing Landscape Maintenance agreement attaches to the property, which allows the city to correct maintenance issues at the expense of the owner or tenant.
7. Any roof mounted or ground placed utilities (HVAC, generators, etc.) shall include an architecturally compatible method of screening. This can include screening by landscaping or a decorative fence for ground placed utilities.
8. The building address numbers shall comply with City Code 17.20.050(A).
9. The applicant shall ascertain and comply with the requirements of all of City, County, State, Federal, and other local agencies as applicable to the proposed project.
10. The applicant and/or property owner will take appropriate measures to provide property maintenance of the building exterior, including provisions to keep the premise free of litter and debris.
11. Applicant and/or property owner will ensure protection of adjacent properties from noise, odors and undue light and glare, as well as illegal activity.
12. The project shall remain in substantial conformance with the Conditions of Approval, as adopted by the Oroville Planning Commission. Any subsequent minor changes in the project (as determined by the Zoning Administrator) may only occur subject to appropriate City review and approval. Any subsequent substantive changes in the project (as determined by the Zoning Administrator) may only occur subject to discretionary review by the Oroville Planning Commission.
13. Pursuant to Section 17.48.010(F) of the City Code, the Planning Commission, upon its own motion, may modify or revoke any use permit that has been granted pursuant to the provisions of this section upon finding any of the following, based on substantial evidence:
    I. Any of the conditions of the permit have not been satisfied within 1 year after it was granted.
    II. Any of the terms or conditions of the permit have been violated.
    III. A law, including any requirement in the Municipal Code Chapter 17, has been violated in connection with the permit.
    IV. The permit was obtained by fraud.
14. The applicant hereby certifies that any and all statements and information provided as part of the application are true and correct to the best of their knowledge and belief. Any misinformation provided, whether intentional or unintentional, that was considered in the issuance of this permit may be grounds for revocation.
15. Minor changes may be approved administratively by the Community Development Director or designee upon receipt of a written request by the applicant or designee.

Changes deemed to be major or significant in nature shall require a formal application for amendment.

16. The applicant shall hold harmless the City, its Council members, Planning Commissioners, officers, agents, employees, and representatives from liability for any award, damages, costs, and/or fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.

End of Conditions
****

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at a regular meeting of the Planning Commission of the City of Oroville held on the 24th of July 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: APPROVE:

_____ _____
KAYLA REASTER, ASSISTANT CITY CLERK WYATT JENKINS, CHAIRPERSON

blue barn Holdings, Inc.

July 21, 2025

Oroville Planning Commission
Oroville City Hall
1735 Montgomery Street
Oroville, CA 95965

Dear Sir/ Madam:

We hereby offer our full support and strong recommendation for Aegis Treatment Centers. Our relationship with Aegis spans more than 25 years, and we currently lease 11 properties to them across Los Angeles, San Bernardino, Ventura, Santa Barbara, and Fresno counties. Throughout their tenancy, Aegis has demonstrated outstanding professionalism and competence in all aspects of their operations. They have consistently fulfilled all lease obligations, including timely rent payments and excellent maintenance of the leased medical facilities.

Furthermore, Aegis has demonstrated outstanding community and public relations over the years, maintaining exemplary relationships with other stakeholders, including the neighboring communities, businesses and the local government. Aegis is held with great respect from both their patients, as well as the medical community and is considered a leading and indispensable healthcare provider for these communities.

We have no doubt that Aegis Treatment Centers would be a great addition to the City of Oroville.

Sincerely,

Ehud Barkai-Barnik

CEO & President

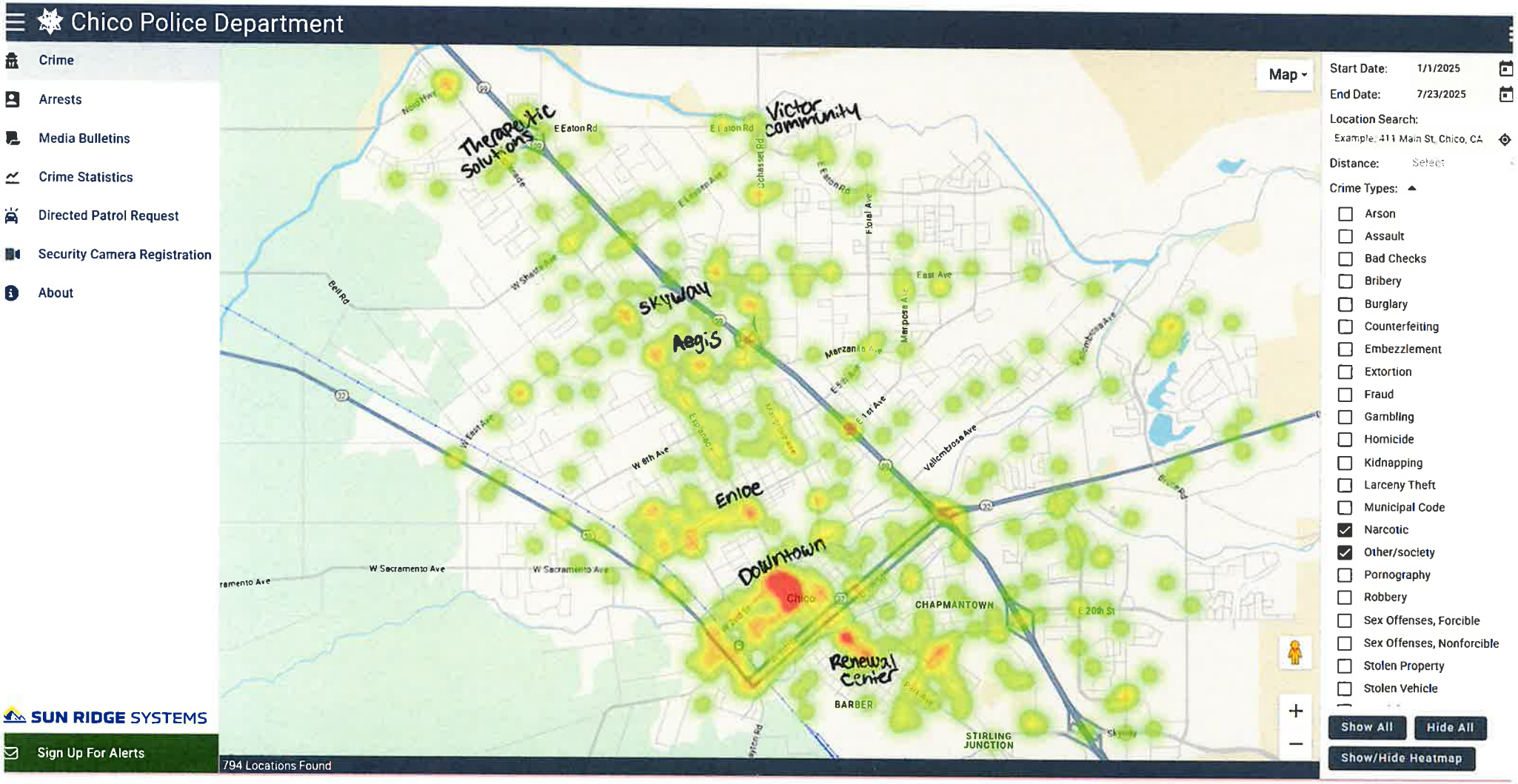
Chico Police Department Crime Map 1/1/2025 - 7/23/2025

Location Search Within 500 Yards

Crime Types: Narcotic + Other/Societal

	590 Rio Lindo Ave Aegis Clinic	1360 E Lassen Ave Victor Community Support	2255 Fair St Renewal Center	392 Connors Ct Skyway House	3255 Esplanade Therapeutic Solutions	316 W 2nd St Madison Bear Garden	1531 Esplanade Enloe Hospital
Possess Controlled Substance	2	0	3	1	0	4	0
Possess Unlawful Paraphernalia	2	0	0	0	1	4	0
Possess Marijuana Over 1 Oz	0	0	0	0	0	1	0
Disorderly Conduct	5	1	5	2	1	11	4
Driving Under Influence	7	2	2	3	1	19	4
Tresspass	3	0	3	0	0	1	10
Probation Violation	2	1	2	0	0	2	0
Evading Peace Officer	1	0	0	0	0	1	0
Viol Crt Ord Dom Violence	2	1	1	0	0	2	7
Public Nusiance	1	1	0	0	0	0	0
Contempt of Court	1	1	0	0	0	0	0
Fugitive from Justice	0	0	1	0	0	1	1
Fight/challenge Fight Public Place	0	0	0	0	1	1	0
Possess nitrous oxide	0	0	0	0	0	1	0
Obstruc resist peace officer	0	0	1	0	0	1	0
Indecent exposure	0	0	0	0	0	1	1
Give False ID to PO	0	0	0	0	0	0	1

Total Number of Incidents	**26**	**7**	**18**	**6**	**4**	**50**	**28**


Chico Police Department
Crime
Arrests
Media Bulletins
Crime Statistics
Directed Patrol Request
Security Camera Registration
About
SUN RIDGE SYSTEMS
Sign Up For Alerts
Map
Start Date: 1/1/2025
End Date: 7/23/2025
Location Search:
Example: 411 Main St, Chico, CA
Distance: Select
Crime Types:
Arson
Assault
Bad Checks
Bribery
Burglary
Counterfeiting
Embezzlement
Extortion
Fraud
Gambling
Homicide
Kidnapping
Larceny Theft
Municipal Code
Narcotic
Other/society
Pornography
Robbery
Sex Offenses, Forcible
Sex Offenses, Nonforcible
Stolen Property
Stolen Vehicle
Show All
Hide All
Show/Hide Heatmap
794 Locations Found
Therapeutic Solutions
Victor Community
Skyway
Aegis
Enloe
Downtown
Renewal Center
E Eaton Rd
W Sacramento Ave
W 8th Ave
E 1st Ave
East Ave
Vallombrosa Ave
CHAPMANTOWN
BARBER
STIRLING JUNCTION
Chico

Between January and July 2025, the AEGIS Clinic at 590 Rio Lindo Avenue had 26 police incidents reported within a 500-yard radius. This was among the highest counts observed in Chico's health and social service facilities included in this analysis. Enloe Hospital reported 28 incidents during the same period, while Victor Community Support Services had 7, Skyway House reported 6, and Therapeutic Solutions recorded 4. The Renewal Center, a transitional housing and support facility, had 18 incidents. For context, the downtown bar Madison Bear Garden had 50 incidents, serving as a benchmark for high-activity zones unrelated to healthcare.

AEGIS operates as a Medication-Assisted Treatment (MAT) clinic, providing methadone and buprenorphine dosing for individuals with opioid use disorder. The nature of MAT programs involves frequent visits, often daily, especially in early recovery. This results in consistent foot traffic to the site. AEGIS also serves many clients who are unhoused, on probation or parole, or navigating complex recovery needs. These operational factors contribute to a higher volume of activity around the clinic, which can increase calls for service and demand on law enforcement resources.

In contrast, the other facilities in this comparison operate under different models. Victor Community Support Services provides outpatient mental health care, including counseling and rehabilitation for youth and families. Skyway House is a residential treatment center with 20 beds, offering structured inpatient recovery programs. Therapeutic Solutions focuses on psychiatric services, including Intensive Outpatient Programs (IOP) and medication management. These sites serve clients with ongoing support needs, but the frequency of visits and overall volume of people on-site at any given time is much lower than at AEGIS.

The Renewal Center serves a different but overlapping population. It provides housing and wraparound services for individuals experiencing homelessness, many of whom also deal with substance use or mental health conditions. Located in an area with a high concentration of bars, second only to downtown, the Renewal Center experiences elevated public activity that may contribute to incident reports. However, even with this environmental factor, the number of incidents at AEGIS remains higher, indicating that service model and site usage patterns have a meaningful impact.

While none of these facilities are at fault for the needs of the populations they serve, the data suggests that high-intensity MAT programs may have a distinct and measurable impact on surrounding public safety activity. These findings should not be used to stigmatize treatment programs but instead to support thoughtful planning decisions. Local conditions, treatment models, and population needs should all be considered when evaluating proposed sites for similar services. Public safety coordination, infrastructure readiness, and community engagement strategies may be necessary to support both the clients and the neighborhoods where these essential services are located.

DISTRICT	RTE	RTE_SFX	CNTY	PM_PFX	PM	PM_SFX	DESCRIPTION	BACK_PEAK_HOUR	BACK_PEAK_MADT	BACK_AADT	AHEAD_PEAK_HOUR	AHEAD_PEAK_MADT	AHEAD_AADT
03	162		BUT		15.831		OROVILLE, JCT. RTE. 70	1500	14500	12700	3500	30500	26500
03	162		BUT		16.017		FEATHER RIVER BOULEVARD	3450	30500	26500	2900	29500	25500
03	162		BUT		17.142		OROVILLE, LINCOLN STREET	2850	27500	24400	3050	27500	24400
03	162		BUT		17.553		ON OLIVE HIGHWAY, SOUTH OF O	3000	27500	24400	2900	26000	23100
03	162		BUT		18.006		OROVILLE, LOWER WYANDOTE RO	2850	26000	23100	1800	20500	19000
03	162		BUT		18.457		FOOTHILL BOULEVARD	1800	19400	17500	1400	13600	11800
03	162		BUT		20.449		OROVILLE QUINCY HIGHWAY	1350	13600	12100	1200	12100	10800

2003 AADT Caltrans traffic data Source: https://dot.ca.gov/programs/traffic-operations/census

From: Kiley Cope
To: Wes Ervin
Subject: Fw: Request for information related to AEGIS methadone clinic
Date: Wednesday, July 23, 2025 1:59:17 PM
Attachments: image002.png

Eureka code enforcement reports issues with encampments and garbage near the facility

---

From: Henry Baker <hbaker@eurekaca.gov>
Sent: Wednesday, July 23, 2025 1:56 PM
To: Kiley Cope <kcope@cityoforoville.org>
Subject: FW: Request for information related to AEGIS methadone clinic

You don't often get email from hbaker@eurekaca.gov. Learn why this is important

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

Hi, Kiley.

I received a response from our Code Enforcement team (see below).

All the best,
~Henry

From: Matt Morgan <mmorgan@eurekaca.gov>
Sent: Wednesday, July 23, 2025 9:06 AM
To: Henry Baker <hbaker@eurekaca.gov>; Brian Stephens <bstephens@eurekaca.gov>
Cc: Caitlin Castellano <ccastellano@eurekaca.gov>
Subject: RE: Request for information related to AEGIS methadone clinic

Hi Henry,

I don’t believe that we have had any issues at this location. We have had issues with the train tracks and the buildings around it with encampments and garbage but nothing with this address specifically. I hope this helps and have a great day.

Matthew Morgan
Code Enforcement Program Manager
mmorgan@eurekaca.gov
707-441-4255

THE CITY OF EUREKA
PUBLIC WORKS

Please note that email correspondence with the City of Eureka, along with attachments, may be subject to the California Public Records Act, and therefore may be subject to disclosure unless otherwise exempt. This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

CITY OF OROVILLE
RESOLUTION NO. P2025-12

A RESOLUTION OF THE PLANNING COMMISISON OF THE CITY OF OROVILLE, CALIFORNIA, DENYING USE PERMIT UP25-11 FOR AN OUTPATIENT MEDICAL CLINIC OPERATED BY AEGIS TREATMENT CENTERS, LOCATED AT 1121 ORO DAM BOULEVARD EAST (APN 035-260-011)

WHEREAS, the City has received an application packet from Aegis Treatment Centers to operate an outpatient methadone treatment clinic at 1121 Oro Dam Boulevard on APN 035-260-011; and

WHEREAS, The City of Oroville Municipal Code (OMC) Section 17.48.010 specifies that the proposed use may be conditionally permitted subject to the approval of a CUP in the Corridor Mixed Use District (MXC); and

WHEREAS, at a duly noticed public hearing before the Planning Commission on July 24, 2025, at which time the Applicant was provided the opportunity to present testimony and evidence alongside the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by the approval of the use permit described herein; and at which time the Commission also considered the City's staff report regarding the request; and

WHEREAS, the matter has been fully heard and considered by the Commission;

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission hereby DENIES Conditional Use Permit UP 25-12 based upon the following findings:

1. **Incompatibility with the Surrounding Area and Land Uses**
   The proposed clinic is incompatible with the nature and character of the surrounding land uses. The area is primarily commercial and auto-oriented with limited pedestrian infrastructure. The presence of a methadone clinic in this location would conflict with the intended land use pattern and may create safety and access concerns for clinic clients and the general public.

2. **Failure to Demonstrate Adequate Site Design and Operational Safeguards**
   The applicant has not, in sufficient detail, addressed security measures, client queuing, loitering mitigation, or coordination with Public Safety and Code Enforcement. Inadequate operational planning raises risks of congestion, off-site impacts, and disruption to neighboring businesses.

3. **Potential Adverse Impact on Public Health, Safety, and Welfare**
   The location along a heavily traveled five-lane highway segment of State Hwy. 162 (including a center two-way left-turn lane, and no nearby pedestrian crossings) raises significant concerns regarding client access and site safety. Insufficient detail has been provided about how patients will safely access the site via public transportation or non-vehicular means, creating a potential hazard for both patients and general traffic circulation.

4. **Denial Not Based on Discriminatory Purpose**
   This denial is not based on the identity or medical condition of the patients served by the proposed clinic. The City recognizes substance use disorder as a disability protected under the ADA and FHA. The decision to deny this permit is based solely on evidence in the record demonstrating land use incompatibility, safety concerns, and failure to meet established CUP criteria. The City has not acted with discriminatory intent and this denial is narrowly tailored to the particular site and application.

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at a regular meeting of the Planning Commission of the City of Oroville held on the 24th of July, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: APPROVE:

_____ _____

Kayla Reaster, Asst. City Clerk Wyatt Jenkins, Chairperson

Alex Dodd

Harris Eureka LLC

19140 7th Street East

Sonoma

CA 95476

415 205 9005

alexanderdodd@icloud.com

Oroville Planning Commission
Oroville City Hall
1735 Montgomery Street
Oroville, CA 95965

July 22, 2025

Dear Sirs ,

I am writing to express my strong support and recommendation for Aegis Treatment Centers, operated by Pinnacle Treatment Centers, which has been a tenant at my properties in Lodi, CA (since 2019) and Eureka, CA (since 2020). Throughout their tenancy, Aegis has shown exceptional responsibility, professionalism, and commitment, not only in their business operations but throughout the communities they serve.

Aegis has consistently met all lease obligations, including timely payment of rent and adherence to property maintenance guidelines. The business has been a valuable addition to our commercial property, attracting positive attention.

I would like to affirm that during the tenure of Aegis as a tenant at Lodi and Eureka, there have been no serious issues or complaints from neighboring

businesses or residents concerning their operations or their patients, nor am I aware of any complaints being made to the city they are in. Aegis has consistently demonstrated a high level of professionalism and courtesy, ensuring that their presence contributes positively to the community. Their adherence to property guidelines and their respectful interactions with others in the vicinity have been exemplary.

I highly recommend Aegis Treatment Centers for any support or opportunities that may facilitate their ongoing growth to help save the lives of those going through addiction recovery.

Please feel free to contact me at 415 205 9005 or alexanderdodd@icloud.com if you require any further information or clarification. I would also be happy to travel to Oroville and attend any meetings in person with you.

Thank you for considering this recommendation.

Sincerely,

ALEX DODD

Oroville

Medication Assisted Treatment

Age Range: Ages 18 and over
Using medication (Suboxone, Vivitrol) coupled with counseling and behavioral therapies, to provide a whole person approach to the treatment of substance use disorders related to central nervous system depressants (opioids, alcohol). Medication Assisted Treatment includes assessment, individual and group counseling, physician review and monitoring, and case management.

Outpatient Centers

Age Range: 12 to 17
Providing assessment, diagnosis, treatment and recovery services for youth who are concerned about their use of alcohol, marijuana, prescription narcotic or other substance. Treatment includes individual counseling, group counseling, case management support, and relapse prevention planning. Referrals to community resources are also provided.

Age Range: Ages 18 and over
Outpatient Centers provide assessment, diagnosis, treatment and recovery services to individuals facing substance use challenges, substance use challenges related to alcohol use, narcotic or prescription use, marijuana, and/or stimulant use. Referrals to community resources are also provided.

To learn more about the Outpatient Centers visit the Substance Use page.

2430 Bird Street
Oroville, CA 95965
Phone: 530-538-7277
Fax: 530-538-7315

Stepping Stones

Age Range: All
Stepping Stones (Perinatal Program) in collaboration with Butte County Department of Employment and Social Services (DESS), is an outpatient program that provides substance use treatment to women who are pregnant or parenting children.

The program provides comprehensive, strength-based, family centered treatment for mothers seeking recovery from addiction. Stepping Stones is guided by a philosophy that embraces hope, respect and support; empowering women to transform their lives and become healthy role-models for their families and their community. Through partnerships with other agencies, our program offers group and individual counseling and education about a variety of health-related topics. Mothers are taught life skills and work through family and home issues in a supportive group setting. Participants take an active role in the treatment process and learn effective parenting without the dependence of alcohol or drugs.

Treatment Admission
Due to the unique risks associated with pregnant IV users, Stepping Stones gives treatment priority to these individuals. The Stepping Stones Perinatal Program gives preference to treatment as follows:

- Pregnant injecting drug users;
- Pregnant substance abusers;
- Injecting drug users; and
- All others.

Interim Services
These interim services are available to priority population until the individual is admitted to treatment, including counseling and education about:

- HIV,
- TB,
- Risks of needle-sharing,
- Risks of STD transmission to partners and infants and steps to prevent transmission.

For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus and referral to prenatal care.

2167 Montgomery Street
Oroville, CA 95965
Phone: 530-538-4359
Fax: 530-538-6674

Treatment Court Program

Age Range: Ages 18 and over
Adult Drug Court, in collaboration with the law enforcement and the court, provides access and treatment to felony offenders who have substance disorders. This is a voluntary program providing structure by linking supports and treatment with ongoing judicial oversight, probation supervision, and team management. BCDBH provides assessments, group and individual treatment, and referrals to residential treatment as appropriate.

To learn more about the Treatment Court Program see our Substance Use page.

2430 Bird Street
Oroville, CA 95965
Phone: 530-538-7277
Fax: 530-538-7315

Support Lines

Behavioral Health Crisis Lines
24 hours a day / 7 days a week
800.334.6622, or

530.891.2810

National Suicide & Crisis Lifeline
Dial 988

Chat online at:
suicidepreventionlifeline.org

Crisis Text Line
Text LISTEN to '741741'

Veterans Crisis Line
800.273.8255 (press 1)

Friendship Line (older adults)
800.971.0016

Trevor Lifeline (LGBTQ+)
866.488.7386

North Valley Talk Line
4:30 to 9:30pm / 7 days a week
855.582.5554

Location & Hours

Getting Started

Government Websites by CivicPlus®

City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

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

July 29, 2025

Aegis Treatment Centers
c/o Chuck Marvick
1713 Route 73N, Ste 200
Mount Laurel, NJ 08054

LETTER OF DENIAL

RE: UP 25-11 Outpatient Medical Services for an Aegis Treatment Center at 1121 Oro Dam Boulevard East.

Dear Mr. Marvick:

On July 24, 2025, the Oroville City Planning Commission conducted a public hearing and considered your Conditional Use Permit application to renovate an existing retail building into a Medication Unit for a licensed Narcotic Treatment Program operated by Aegis Treatment Centers at 1121 Oro Dam Blvd. East (APN 035-260-011).

The Planning Commission denied your application. This decision shall be final 15 days after the Planning Commission's action unless an appeal is filed with the City Clerk pursuant to Section 17.56.100 of the Oroville Municipal Code. The appeal fee is $3,729.00.

If you have questions about the information in this letter, please contact me by e-mail at wervin@cityoforoville.org or by phone at (530) 538-2408 or by cell at 916-216-9141.

Sincerely,

W. J. Ervin

Wes Ervin
Planner

CITY OF OROVILLE
RESOLUTION NO. P2025-12

A RESOLUTION OF THE PLANNING COMMISISON OF THE CITY OF OROVILLE, CALIFORNIA, DENYING USE PERMIT UP25-11 FOR AN OUTPATIENT MEDICAL CLINIC OPERATED BY AEGIS TREATMENT CENTERS, LOCATED AT 1121 ORO DAM BOULEVARD EAST (APN 035-260-011)

WHEREAS, the City has received an application packet from Aegis Treatment Centers to operate an outpatient methadone treatment clinic at 1121 Oro Dam Boulevard on APN 035-260-011; and

WHEREAS, The City of Oroville Municipal Code (OMC) Section 17.48.010 specifies that the proposed use may be conditionally permitted subject to the approval of a CUP in the Corridor Mixed Use District (MXC); and

WHEREAS, at a duly noticed public hearing before the Planning Commission on July 24, 2025, at which time the Applicant was provided the opportunity to present testimony and evidence alongside the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by the approval of the use permit described herein; and at which time the Commission also considered the City's staff report regarding the request; and

WHEREAS, the matter has been fully heard and considered by the Commission;

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission hereby DENIES Conditional Use Permit UP 25-12 based upon the following findings:

1. **Incompatibility with the Surrounding Area and Land Uses**
   The proposed clinic is incompatible with the nature and character of the surrounding land uses. The area is primarily commercial and auto-oriented with limited pedestrian infrastructure. The presence of a methadone clinic in this location would conflict with the intended land use pattern and may create safety and access concerns for clinic clients and the general public.

2. **Failure to Demonstrate Adequate Site Design and Operational Safeguards**
   The applicant has not, in sufficient detail, addressed security measures, client queuing, loitering mitigation, or coordination with Public Safety and Code Enforcement. Inadequate operational planning raises risks of congestion, off-site impacts, and disruption to neighboring businesses.

3. **Potential Adverse Impact on Public Health, Safety, and Welfare**
   The location along a heavily traveled five-lane highway segment of State Hwy. 162 (including a center two-way left-turn lane, and no nearby pedestrian crossings) raises significant concerns regarding client access and site safety. Insufficient detail has been provided about how patients will safely access the site via public transportation or non-vehicular means, creating a potential hazard for both patients and general traffic circulation.

4. **Denial Not Based on Discriminatory Purpose**
   This denial is not based on the identity or medical condition of the patients served by the proposed clinic. The City recognizes substance use disorder as a disability protected under the ADA and FHA. The decision to deny this permit is based solely on evidence in the record demonstrating land use incompatibility, safety concerns, and failure to meet established CUP criteria. The City has not acted with discriminatory intent and this denial is narrowly tailored to the particular site and application.

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at a regular meeting of the Planning Commission of the City of Oroville held on the 24th of July, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: APPROVE:

_____ _____

Kayla Reaster, Asst. City Clerk Wyatt Jenkins, Chairperson

CITY OF OROVILLE
RESOLUTION NO. 9407

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, DENYING AN APPEAL OF THE JULY 24, 2025, DECISION OF THE OROVILLE PLANNING COMMISSION TO DENY CONDITIONAL USE PERMIT UP25-11 FOR AN AEGIS TREATMENT CENTER OUTPATIENT MEDICAL SERVICES FACILITY AT 1121 ORO DAM BOULEVARD EAST (APN 035-260-011)

WHEREAS, the City has received a Use Permit application packet from Aegis Treatment Centers to operate an outpatient methadone treatment clinic at 1121 Oro Dam Boulevard on APN 035-260-011 which was given the designation UP25-11; and

WHEREAS, on July 24, 2025 the Planning Commission conducted a public hearing on the project and denied the use permit on the basis of location only; and

WHEREAS, the applicant filed an appeal before the 15-day appeal period asking the City Council to reverse the decision, which the City Council must hear within 45 days; and

WHEREAS, at a duly noticed public hearing before the City Council on September 16, 2025, the Council heard testimony from the applicant and the public and also considered the City's staff report regarding the request.

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

Section 1. The City Council hereby denies the appeal by the applicant and denies UP25-11 without prejudice.

Section 2. The City Council also directs staff to work with the applicant to help them find a location more suitable for the intended use, and to bring that location to the Planning Commission for review and possible approval.

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

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on September 16, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

David Ritchie, Asst. City Attorney

ATTEST:

Brian Ring, City Clerk

CITY OF OROVILLE
RESOLUTION NO. 9408

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, APPROVING AN APPEAL OF THE JULY 24, 2025, DECISION OF THE OROVILLE PLANNING COMMISSION TO DENY CONDITIONAL USE PERMIT UP25-11 FOR AN AEGIS TREATMENT CENTER OUTPATIENT MEDICAL SERVICES FACILITY AT 1121 ORO DAM BOULEVARD EAST (APN 035-260-011)

WHEREAS, the City has received a Use Permit application packet from Aegis Treatment Centers to operate an outpatient methadone treatment clinic at 1121 Oro Dam Boulevard on APN 035-260-011 which was given the designation UP25-11; and

WHEREAS, on July 24, 2025 the Planning Commission conducted a public hearing on the project and denied the use permit on the basis of location only; and

WHEREAS, the applicant filed an appeal before the 15-day appeal period asking the City Council to reverse the decision, which the City Council must hear within 45 days; and

WHEREAS, at a duly noticed public hearing before the City Council on September 16, 2025, the Council heard testimony from the applicant and the public, and also considered the City's staff report regarding the request;

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

Section 1. The City Council hereby approves the appeal by the applicant and approves UP25-11, the Notice of Exemption, the use permit findings, and the project conditions, and directs staff to issue the requisite documents.

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

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on September 16, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

David Ritchie, Asst. City Attorney

ATTEST:

Brian Ring, City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **PUBLIC HEARING REGARDING VOTER APPROVED CHANGES TO CITY CHARTER**

DATE: **SEPTEMBER 16, 205**

SUMMARY

On April 16, 2024 the Council directed staff to put proposed changes to the City Charter, on the November 5, 2024 ballot. The changes were divided up into 4 categories, made publicly available and placed on the ballot in four measures: Measure J – Changing City Treasurer from Elected to Appointed, Measure K – Changing Compensation for Council Members to be Set by Ordinance, Measure L – Repeal of Articles XXVII and XXVIII and Establishing the Park Commission as Advisory, and Measure M – Streamlining Provisions and Making Corrections, Including Merging Required Departments Into a Single Article and Making Clerical Changes. Measures J, K and L were voted down by the voters, while Measure M was approved. Council will hold a public hearing to review the proposed changes to be incorporated into the Charter pursuant to the passing of Measure M.

DISCUSSION

Upon direction from the City Council, Council Member Goodson and Council Member Thomson worked with City Administrator Ring, Code Enforcement Director Belser, and City Attorney Representative David Ritchie (“Review Team”) to identify outdated language, update incorrect language and recommend changes to other sections of the City Charter.

The Review Team initially met on five separate occasions (August 17, 2023, September 5, 2023, September 11, 2023, November 6, 2023 and November 11, 2023) to thoroughly comb over the various sections of the existing Charter. Proposed changes to the Charter were finalized on February 6, 2024, and these recommendations were brought before the Council on March 5, 2024 and again on April 16, 2024. At that time, the Council directed staff to place the changes on the November 5, 2024 ballot.

The proposed changes were divided up into four separate measures: Measure J – Changing City Treasurer from Elected to Appointed, Measure K – Changing Compensation for Council Members to be Set by Ordinance, Measure L – Repeal of Articles XXVII and XXVIII and Establishing the Park Commission as Advisory, and Measure M – Streamlining Provisions and Making Corrections, Including Merging Required Departments Into a Single Article and Making Clerical Changes. Measures J, K and L were voted down by the voters, while Measure M was

approved. Council will hold a public hearing to review the proposed changes to be incorporated into the Charter pursuant to the passing of Measure M.

FISCAL IMPACT

None at this time.

ACTION(S) REQUESTED -

1. **PROVIDE STAFF INPUT ON VOTER APPROVED CITY CHARTER CHANGES; AND**
2. **DIRECT TO STAFF TO RETURN THE CHARTER AT THE OCTOBER 7, 2025 REGULARLY SCHEDULED MEETING FOR ADOPTION.**

ATTACHMENTS

City Charter with voter approved changes implemented
City Charter strikethrough version

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3. **Article III: Powers of the City**
4. **Article IV: Elections**
5. **Article V: Initiative, Referendum, and Recall**
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9. **Article IX: Departments**
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    - **Section 1: Planning Commission**

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11. Article XI–XIX: Reassigned or Repealed Sections

- **Article XI–XVIa: Offices now under Article IX**
- **Article XVII: Repealed – City Court and Judge**
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Article I
Section 1: Name
The municipal corporation now existing and known as the "City of Oroville" shall remain and continue a body politic and corporate in fact and in law, by the name of the "City of Oroville" and by such name shall have perpetual succession.

Article II
Section 1: Boundaries
The boundaries of the City of Oroville shall continue as now established, and the territory embraced therein may be added to or diminished in accordance with the laws of the State of California governing the annexation and exclusion of territory by municipalities.

Article III
Section 1: Powers of the City
The City of Oroville may appear, sue and defend in all courts and places in all matters and proceedings; may have and use a common seal and alter the same at pleasure; may, subject to the restrictions contained in this Charter, purchase, receive, hold and enjoy, sell, lease and convey real and personal property; receive bequests, gifts and donations of all kinds of property in fee simple, or in trust for charitable and other purposes; and do all acts necessary to carry out the purposes of such gifts, bequests and donations, with power to manage, sell, or lease or otherwise dispose of the same in accordance with the terms of any gift, bequest or trust; may improve any river or channels flowing through the City or adjoining the same; widen, straighten and deepen the channels thereof, and remove obstructions therefrom; construct and maintain embankments and other works to protect the City from overflow.

All rights and titles to property, all rights and obligations under contracts or trusts, and all causes of action of any kind in any court or tribunal vested in the City of Oroville or in any officer or employee thereof in his or her official capacity, at the time this Charter becomes effective,* as well as all liabilities in contract or tort and causes of action involving the same insofar as they affect the City and/or any officer or employee thereof in his or her official capacity which shall be outstanding at the time this Charter becomes effective, shall continue without abatement or modification by reason of any provision hereof.

All ordinances or resolutions in force at the time this Charter takes effect and not inconsistent therewith shall continue in force until amended or repealed.**

All public improvements or other proceedings legally authorized prior to this Charter shall be carried to completion under previously existing laws or under this Charter.***

The powers or duties vested in City officers, boards or commissions by law superseded by this Charter shall be exercised, continued, and carried out by their successors or by other City officers, boards or commissions, consistent with the provisions of this Charter.

All functions of the City, and the powers and duties of officers and employees charged with the performance therefor, as these shall have been apportioned among departments and officers, and institutions, utilities, bureaus or other subdivisions thereof, as existing at the time this Charter shall go into effect, shall continue to be the functions of such departments and offices and the powers and duties of officers and employees assigned thereto, except as in, or under the authority of, this Charter otherwise specifically provided.
The legally authorized officers and employees of each of said departments and officers or

subdivisions thereof shall continue as the officers and employees of said departments and offices or subdivisions thereof, subject to the conditions governing their respective appointments to such positions and except as in this Charter otherwise provided; and where part of the functions and duties of any department or office are by this Charter transferred or placed in any other department or office, the persons performing such functions and duties, shall be transferred therewith.

The compensations legally authorized for the several officers and employees shall be continued subject to the other provisions of the Charter.

The City may make and enforce all laws, ordinances and regulations necessary, convenient or incidental to the exercise of all rights and powers in respect to its affairs, officers and employees and shall have all rights and powers appropriated to a City, subject only to the restrictions and limitations provided in this Charter, including the power to acquire and construct plants, works, utilities, areas, high- ways and institutions outside the boundaries of the City, and maintenance and operations of the same, and the exercise of functions or maintenance of services outside the boundaries of the City, including the expenditure of funds therefor through any agency.

The specifications or enumeration in this Charter of particular powers shall not be exclusive.

The exercise of all rights and powers of the City when not prescribed in this Charter shall be as provided by ordinance or resolution of the City Council.

- As to effective date of Charter, see Char., art. XXX, § 7.
- See also, Char., art. XXX, § 4 as to ordinances continued in force.
- See also, Char., art. XXX, § 5 as to contracts continuing in force.

Article IV
Section 1: Elections
General elections shall be held in the City of Oroville on the first Tuesday after the first Monday in November of each even-numbered year, under and pursuant to the general laws governing elections, so far as the same may be applicable, and except as herein otherwise provided. Persons elected in April of 1981, or their successors, shall hold office until November 12, 1984, and persons elected in April of 1983, or their successors, shall hold office until November 10, 1986.

Where there are full City Council terms and short City Council terms to be filled, the persons elected by the highest number of votes shall be elected to the full-term offices. In the event that two or more persons shall be elected by the same number of votes, their term shall be fixed by lot. {1941, p. 3484; 1955, c. 185; amended by vote of the people, April 12, 1983)

Article V
Section 1: Initiative, Referendum, and Recall
Ordinances may be initiated, or the referendum exercised on ordinances passed by the City Council, under and in accordance with the constitution and general laws of the state, and any elective officer may be recalled from office under and in pursuance of the provisions of the constitution and general laws; provided, however, that initiative, referendum or recall petitions, must be signed by at least 25% of the number of eligible electors voting at the last general municipal election.

Article VI
Section 1: Officers and Employees

The officers of the City of Oroville shall be a Mayor, six members of the City Council, a City Clerk/City Administrator, a City Attorney, all City departments heads which include but are not limited to: a City Treasurer, Director of Finance, a City Engineer, a Director of Public Works, a Director of Community Development, a Director of Code Enforcement, a Director of Business Assistance and Housing Development, a Chief of Police, and a Fire Chief,. In addition, Planning Commission and Park Commission; provided, the City Council may by ordinance provide for such subordinate officers, assistants, deputies, clerks and employees as it deems necessary.

The members of the City Council shall be elected from the City and shall hold office for four years and until their successors are elected and qualified.

The City Treasurer shall be elected and shall hold office for four years and until a successor is elected and qualified.

All other officers, assistants, deputies, clerks and employees shall be appointed as provided in this Charter or as the City Council may provide by ordinance in case no provision for their appointment is herein made, and they shall hold their respective offices or positions at the pleasure of the appointing power, except as otherwise herein provided.

Except as otherwise provided in this Charter, where the appointment of any officer, assistant, deputies, clerks or employees that is vested in the City Council, the appointment and removal must be made by a five-sevenths vote of the members.

No increase or reduction shall be made in the compensation paid any appointive officer unless made by a five-sevenths vote of the City Council. (1941, p. 3480; amended by vote of the people, April 12, 1983; amended by vote of the people, November 8, 1988)

Article VII
Section 1: The City Council

The legislative body of the City of Oroville shall consist of a Mayor (elected at large) and six persons which body shall be known as the City Council.

The members of the City Council shall be elected by the qualified voters of the City at a general municipal election to be held therein every even-numbered year as hereinbefore provided.

They shall hold office for a period of four years from and after the first Tuesday in January next succeeding the day of their election and until their successors are elected and qualified.

The members of the City Council and the Mayor shall receive as compensation five dollars for each regular meeting attended; provided, however, that the total sum to be received by any one City Councilmember shall not exceed the sum often dollars per month.

The members of the City Council shall not be elected or appointed to any office or employment with the City, except as otherwise provided in this Charter.

In the event of resigning, they shall not be entitled to vote on the selection of their successors.

The City Council shall have the power by ordinance to provide for and appoint such other commissions and officials as may seem in its discretion necessary and proper, such officers shall serve at the discretion of the City Council, and at a salary to be fixed by the City Council.

The City Council shall have the power by ordinance to combine any City offices, which in its discretion seems for the best interests of the City. (Amended by vote of the people, November 8,

1988)

Section 2: Meetings
The City Council shall meet on the first Tuesday in January following the general municipal election and canvass the returns thereof. Should the first Tuesday fall on a holiday, the meeting shall be held the following day.

The new members and all newly elected officers shall then be inducted into office and a Vice Mayor shall be appointed as provided in Article VIII, section 1a.

The City Council shall hold a regular meeting at least once a month at such time as it shall fix by ordinance.

Special meetings may be called at any time by the Mayor or by three City Councilmembers in accordance with the Government Code of the State of California.

All meetings of the City Council shall be held in the City Hall unless an alternative location is appropriately noticed. All meetings shall be open to the public.

The City Council shall adopt rules for conducting its proceedings. (1941, p. 3480; amended by vote of the people, November 8, 1988; amended by vote of the people, November 6, 1990)

Section 3: Quorum
A majority of the Council shall constitute a quorum for the transaction of any business.

Section 4: Ordinances
All proposed ordinances introduced in the City Council shall be in printed form.

The enacting clause of all ordinances passed by the City Council shall read as follows: "The City Council of the City of Oroville do ordain as follows:".

The affirmative vote of a majority of the City Council shall be necessary to adopt any ordinance, resolution or claim against the City, which vote shall be taken by ayes and noes and entered upon the record.

No ordinance shall be passed by the City Council on the day of its introduction, nor within five days thereafter, nor at any time other than a regular meeting.

A proposed ordinance may be amended or modified between the time of its introduction and the time of its final passage, provided its general scope and original purposes are retained.

All ordinances shall be signed by the Mayor and attested by the City Clerk and shall be published in a manner that meets the requirements of State law (which could include publishing in local newspaper) an adjudicated newspaper of general circulation and circulated in the City of Oroville.

In lieu thereof, the publication of ordinances may be satisfied by either of the following actions:

1. The City Council may publish a summary of a proposed ordinance or proposed amendment to an existing ordinance. Such summary shall be prepared by an official designated by the City Council. A summary shall be published, and a certified copy of the full text of the proposed ordinance or proposed amendment shall be posted in the office of the City Clerk at least five days prior to the City Council meeting at which the proposed ordinance or amendment or alteration thereto is to be adopted. Within 15 days after adoption of the ordinance or amendment, the City Council shall publish a summary of the ordinance or

amendment with the names of those City Council members voting for arid against the ordinance or amendment and the City Clerk shall post in the office of the City Clerk a certified copy of the full text of such adopted ordinance or amendment along with the names of those City Council members voting for and against the ordinance or amendment; or

2. If the City official designated by the City Council determines that it is not feasible to prepare a fair and adequate summary of the proposed or adopted ordinance or amendment, and if the City Council so orders, a display advertisement of at least one-quarter page in a newspaper of general circulation printed and published in the County of Butte and circulated in the City shall be published at least five days prior to the City Council meeting at which the proposed ordinance or amendment or alteration thereto is to be adopted. Within 15 days after adoption of the ordinance or amendment, a display advertisement of at least one-quarter page shall be published. The advertisement shall indicate the general nature of, and provide information about, the proposed or adopted ordinance or amendment including information sufficient to enable the public to obtain copies of the complete text of such ordinance or amendment, and the names of those City Council members voting for and against the ordinance or amendment.

   Notwithstanding the foregoing, any ordinance declared by the City Council to be necessary as an emergency measure for preserving the public peace, health or safety, and containing the reasons for its urgency, may be introduced and passed at one and the same meeting, and if passed by a five-sevenths vote shall become effective immediately. (Amended by vote of the people, November 5, 1996)

Article VIII
Section 1: Mayor
The Mayor shall be elected and shall hold office for four years and until his or her successor is elected and qualified.

The Mayor shall be the executive head of the City. In case of riot, insurrection or extraordinary emergency he or she shall assume general control of the City government, and all its branches and be responsible for the suppression of disorders and the restoration of normal conditions.

In the name and on behalf of the City he or she (or their designee) shall sign all contracts, deeds, bonds and other legal instruments to which the City is a party, and he or she shall represent the City at all ceremonial functions of a social or patriotic character when it is desirable and appropriate to have the City represented officially thereat.

He or she shall preside at all meetings of the City Council and shall vote as a member of the City Council and shall receive such compensation as is hereinbefore provided for members of the City Council.

Section 1A: Vice Mayor
There shall be a Vice Mayor who shall be appointed by the City Council to hold office at the pleasure of the City Council. He or she shall be a duly qualified and acting member of the City Council. In the event of the termination of his or her tenure of office as City Councilmember from any cause whatsoever, thereupon his or her tenure of office as Vice Mayor shall forthwith cease and determine. The appointment and removal of the Vice Mayor may be made by a majority vote of the City Council.

The Vice Mayor shall act as Mayor pro tern- pore in the case of absence, illness, death or other disability of the Mayor and while so acting shall have all of the rights, powers and du- ties of the Mayor.

Section 2: Right of Subpoena

The Mayor or Vice Mayor shall have power to administer oaths. The Mayor, Vice Mayor or City Council, with assistance of City Attorney, may issue a subpoena, to compel the production of the books, papers, documents for the City, and to compel testimony whenever necessary in proceedings before the City Council. (1941, p. 3480.)

Article IX

Section 1: Departments

The City Administrator shall recommend, and the City Council shall by ordinance create, reorganize and abolish departments and divisions thereof as necessary for the effective management of the City's affairs, in addition to the following which are created by Charter:

Section 2: City Administrator/City Clerk

The City Clerk/City Administrator shall be the clerk of the City Council.

It shall be the duty of the City Clerk/City Administrator, or a deputy designated by him or her, to attend all sessions of the City Council and keep a full and correct record of the proceedings. The proceedings of the City Council shall be kept in a book. In addition, he or she shall keep a record of all Ordinances.

The proceedings of the City Council shall be kept in a book. In addition, he or she shall keep a record of all Ordinances.

He or she shall conduct promptly, and keep a systematic record of, all correspondence be- tween the City Council and others relating to City business.

He or she shall be the keeper of the corporate seal of the City and shall affix the same to instruments or writings requiring authentication.

He or she shall safely keep all records, documents, ordinances, resolutions, books, and such other papers and matters, as may be regularly delivered into his or her custody or required by law or ordinance to be filed with him or her.

Section 3: City Attorney

There shall be a City Attorney who shall be appointed by the City Council, to hold office at the pleasure of the City Council. He or she shall be an attorney-at-law, admitted to practice before the supreme court of the State of California, and shall have been in actual practice in the state for at least three years next preceding his or her appointment.

All other things being equal, an attorney who has had special training or experience in municipal corporation law shall be appointed to this office if practicable.

The City Attorney shall be legal advisor of the City Council and all other City officials. He or she shall draft all ordinances, resolutions, con- tracts or other legal documents, or proceedings required by the City Council, or other officials, except as may be otherwise provided.

He or she shall prosecute personally on behalf of the people violations of municipal code before the Superior Court and shall perform such other legal services as needed.

He or she shall attend all meetings of the City Council unless excused therefrom by the City Council or Mayor.

Section 4: Director of Finance
There shall be a Director of Finance who shall be appointed by the City Council. He or she shall receive and keep safely all moneys and securities belonging to the City and coming into the hands and pay out the same only on warrants signed by the proper officials, including the principal and interest due on bonds of the City, including improvement bonds.

Section 5: Chief of Police
There shall be a Chief of Police who shall be appointed by the City Council to hold office at the pleasure of the City Council. He or she shall be the head of the police department of the City, shall make rules and regulations for the management of the department, and shall have all the powers that are now or may hereafter be conferred upon other peace officers by the laws of the state. It shall be the duty of the Chief of Police to preserve the public peace, and to suppress riots, tumults and disturbances. The orders of the Chief of Police shall be promptly executed by the police officers of the City for the maintenance of public order or the protection of life and property.

The Chief of Police shall have authority, and it is hereby made the duty of the Chief of Police to arrest persons violating any law of the state or ordinance of the City.

Persons convicted of violating City ordinances and sentenced to jail may be confined in the county jail of Butte County. The Chief of Police shall have such other powers and duties as may be prescribed by the City Council by ordinance.

Section 6: Fire Chief
There shall be a Fire Chief who shall be appointed by the City Council and hold office at the pleasure of the City Council. He or she shall be head of the fire department of the City and shall have charge of and supervision over all matters relating to the prevention and extinction of fires, and of all measures necessary to guard and protect all property impaired thereby. During the time of a fire, he or she shall have supreme authority over the territory involved therein, and all persons in the immediate vicinity of the fire during such time, including police officers, shall be subject to his or her orders.

The Fire Chief shall make rules and regulations for the government of the department, subject to the approval of the City Council City shall provide fire prevention and protection services.

Section 7: Treasurer
There shall be a City Treasurer who shall be elected every four years at the general election. It shall be his or her duty to collect all taxes assessed by the City assessor otherwise.

He or she shall receive and keep safely all moneys and securities belonging to the City and coming into the hands and pay out the same only on warrants signed by the proper officials, including the principal and interest due on bonds of the City, including improvement bonds.

The Treasurer shall deposit within forty-eight hours of its receipt with a responsible banking institution, in the City, all funds coming into his or her possession, and shall obtain from such banking institution bonds or other collateral as security therefore, as provided by law. (Amended by vote of the people, April 12, 1983)

Section 8: Public Works Director
There shall be a Public Works Director who shall be appointed by the Council, to hold office at the pleasure of the Council. He or she shall perform such duties as may be prescribed now or hereafter, by ordinance or the general law of the State.

Section 9: In addition, the City shall retain the following two functions:

Section 9A: An Expert Accountant to audit annually, in accordance with generally accepted auditing standards, the financial statements and accounts of the City.

Section 9B: A City Engineer who shall hold office at the pleasure of the Council. As City Engineer, he or she shall be the custodian of, and responsible for, ll maps, plan, profiles, field notes and other records and memoranda belonging to the City, pertaining to his or her office and the work thereof, all of which he or she shall keep in proper order and condition with full indices thereof.

He or she shall have been at the time of his or her appointment a licensed and practicing Civil Engineer.

Article X: Commissions
Section 1: Planning Commission
There shall be a board of Planning Commissioners consisting of the Mayor as an ex- officio member without vote except in the case of a tie; and seven citizens to be appointed by the City Council to serve for four years each, without compensation.

The City Planning Commission shall have and exercise all the powers and duties which are now or may hereafter be granted to or imposed upon said department by state law, and such additional powers and duties as may be granted or imposed by ordinance for the regulation and control of the platting and subdivision of lands.

No ordinance shall be adopted by the City Council creating districts or zones for the purpose of regulating the use of lands, the height, bulk, location or use of buildings therein, and no ordinance changing, amending or altering any such ordinance shall be adopted until it shall have first been submitted to the board of City Planning Commissioners for report and recommendation.

It shall be the duty of the Planning Commission within thirty days from the receipt of any such request from the City Council for its recommendation in regard to any such ordinance, to make and file its report thereon with the City Council, and should said board of City Planning Commissioners recommend against the approval of any such ordinance herein mentioned, the City Council may adopt such ordinance only upon majority vote of the whole of said City Council.

Should the board of City Planning Commissioners recommend the approval of any such ordinance or fail to make any recommendation within the time mentioned herein, said City Council may adopt such ordinance by a majority vote of the whole City Council.

All plans for the location of public parks or public playgrounds shall be submitted to the City Planning Commission for report and recommendation. Such report shall be advisory only. The department shall make reports and recommendations to the City Council and to the various departments of the City government on all matters involving the location of such public improvements.

The City Planning Commission shall initiate studies and make reports and recommendations to the City Council and the various departments of the City government on subjects related to the opening and widening of streets and other physical conditions, connected with the development and expansion of the City.

It shall each year render to the Mayor and City Council a report of its activities during the preceding year, and its proposals for the future. (1961, c. 181; amended by vote of the people, April 12, 1983; amended by vote of the people, November 6, 1990; amended by the vote of the people November 4, 2024.)

Section 2: Park Commission.
There shall be a Park Commission consisting of five members to be appointed by the City Council each to serve for a term of five years, without compensation.
The department of parks shall have the power and duty:
1. To manage and control the parks owned or operated by the City of Oroville.
2. To establish, maintain and operate parks, with structures therein appropriate to park purposes, within or without City limits.
3. To construct and operate, sell, rent, or lease concessions or privileges to be exercised in the parks for the operation of boathouses, refreshment stands, restaurants, amusement places or devices, par- cel checking rooms and lockers and other similar purposes.
4. To establish schedules of charges for special services.
5. To grant to the department of playgrounds and recreation the right to establish, maintain and operate playground and recreation facilities on lands under the control of the department of parks upon such terms and conditions as shall be fixed by the board of park commissioners.
6. To have charge over and care of trees, plants, and lawns in parking along public streets, subject to street improvements authorized by the City.
7. To appoint a superintendent of parks who shall have general supervision of all parks and under direction of the park commission.

Appropriation may be made from the general City funds for park purposes. All money arising from appropriations above referred to or received by the department of parks from fees, sales, gifts or otherwise in connection with the operation of the department shall be placed to the credit of the department of parks in a fund to be known as the park fund.

No money in the park fund shall be used for any purpose other than the financial support of the Department of Parks.

The board of Park Commissioners shall have power to control and order, in the manner in this Charter provided, the expenditure of all money coming into the park fund, or from the sale of bonds authorized by the City for financing the work of the park department, and to appropriate and expend the same for the purposes of the department, in accordance with the provisions of this Charter.

Said board may invest any surplus funds under its control in bonds or other evidences of indebtedness of the United States, the State of California, or of any political subdivision thereof, and the income derived therefrom shall be deposited in the City treasury to the credit of the park fund.

No real property shall be acquired by the City for park sites unless such sites are first ap- proved by the board of park commissioners.

Said board shall have full control over all park sites and no such sites shall be devoted to any other purpose in whole or in part without permission from said board.

Whenever funds are donated by any person or persons for the acquisition or construction of any building, structure, work or improvement in a public park, and the donor or donors thereof shall,

at the time of such donation, request the appointment of a special commission to take charge of the expenditure of such funds and to supervise the construction of such improvement, the City Council may, in its discretion, if said proposed improvement will increase the value of such park for park purposes, provide by ordinance for the appointment by the Mayor, subject to the conformation by a majority of the City Council, of a special commission to take charge of the supervision of the construction of such improvement and the expenditure of funds donated therefor.

In the event funds are donated in the manner provided for in this section for the maintenance of any such improvement at the time of construction thereof or otherwise, the City Council may, by ordinance, create a commission to be appointed under the provisions of this section, which shall have such powers and duties as to such construction or maintenance as may be conferred upon it by such ordinance.

All lands belonging to the City which may hereafter be set apart or dedicated for the use of the public as a public park, shall forever remain to the use of the public inviolate.

Article XI
Section 1: City Attorney
(Amended to be included in Article IX by vote of the people, November 4, 2024.)

Section 2: City Clerk
(Amended to be included in Article IX by vote of the people, November 4, 2024.)

Article XIII
Article XIII, of the Charter of the City of Oroville, relating to City Assessor and Board of Appraisers, is repealed. (Re- pealed by vote of the people, April 12, 1983)

Article XIV
Section 1: Expert Accountant
(Repealed by vote of the people, November 4, 2024.)

Article XV
Section 1: City Treasurer
(Amended to be included in Article IX by vote of the people, November 4, 2024.)

Article XVI
Section 1: City Engineer
(Amended and included in Article IX by vote of the people, November 4, 2024.)

Article XVIa
Section 1: Superintendent of Streets
(Amended and included in Article IX by vote of the people, November 4, 2024.)

Article XVII*
Article XVII, of the Charter of the City of Oroville, relating to City court and City judge, is repealed. (Repealed by vote of the people, November 8, 1988)

Article XVIII
Section 1: Chief of Police

(Amended to be included in Article IX by vote of the people, November 4, 2024.)

Article XIX
Section 1: Chief of Fire Department
(Amended to be included in Article IX by vote of the people, November 4, 2024.)

Article XX
Section 1: Health Officer
(Repealed by vote of the people, November 4, 2024.)

Article XXI
Section 1: Oath of Office
Every officer shall take and subscribe to the constitutional oath of office before entering upon the performance of his or her official duties.

Section 2: Official Bonds
Officers managing City funds may be required to furnish a corporate surety bond in an amount to be determined by the Council, which surety bond shall be conditioned on the faithful performance of the duties imposed on that respective officer as herein prescribed. Any premium for such bond shall be a proper charge against the City. (Amended by the vote of the people on November 4, 2024.)

Section 3: Administering Oaths.
Every elective officer and every chief appointive official, including all members of boards and commissions provided for in this Charter, or by ordinance, shall have the power to ad- minister oaths or affirmations, in connection with any matter appertaining to the business of the City.

Section 4: Compensation.
The City Council shall by resolution fix the compensation of all officers, also the compensation of all deputies, assistants and employees of such officers. (Amended by vote of the people, November 8, 1988)

Section 5: Reports of Fees and Commissions
Article XXI Section 5, of the Charter of the City of Oroville, relating to reports of fees and commissions, is repealed. (Repealed by vote of the people, November 8, 1988)

Article XXII
Section 1: Vacancies

A. Any vacancy occurring in any office for Council appointed staff, from whatever cause arising shall be filled by appointment by the City Council; and, in the case of a vacancy in the office of Mayor, Vice Mayor, or City Councilmember such appointment may be made by a majority vote of the City Council; provided, further, that if such vacancy exists in any elective office the vacancy shall be filled in accordance to the California Government Code Section 36512(b), as may be amended from time to time. Candidates for office for such un-expired term shall qualify in the manner provided in article IV, section No. 1 of this Charter.

B. In the event a vacancy occurs in any elective office within twenty days before the next

succeeding general municipal election then such vacancy may be filled by temporary appointment by majority vote of the City Council for the interim until the induction to office of City Councilmember elected thereat, at which time such vacancy shall be filled by the new City Council as hereinabove provided.

C. In the event that a vacancy exists in any elective or appointive office and the City Council fails to agree or for any reason does not fill such vacancy within sixty days after the same occurs, a Special Meeting shall be called, and the vacancy shall be filled by simple majority vote at that meeting. The appointment may be an interim appointment. Should a simple majority not be reached, staff shall be directed to do one final recruitment. At the completion of that recruitment, the Council shall consider all candidates. Should the Council still be unable to reach the simple majority, the Mayor shall appoint from that list of candidates.

D. In the event that the seats of a majority of the City Council shall become vacant, then the City Clerk shall call a special election at once to fill the vacancies for the unexpired terms, and such election shall be conducted substantially in the manner provided by law for holding general municipal elections.

E. Except as herein otherwise provided, if any member of the City Council of the City shall move outside the boundaries of their jurisdiction or fail to attend three consecutive regular City Council meetings without the permission of the City Council, or shall resign, or be convicted of a felony, or be adjudged insane, or dies, his or her office shall thereupon become vacant.

F. Notwithstanding any provision in this Charter contained, whenever any person has been elected or appointed to office and for any reason fails or neglects to file the official oath or bond, if required, or for any reason fails to qualify within thirty days after the commencement of the term of office, the City Council may declare the office vacant and proceed to fill the vacancy as hereinabove provided. (1941, p. 3480; amended by vote of the people, November 8, 1988; amended by vote of the people, November 6, 1990)

Section 2: Additional Duties of Officers

In addition to duties herein specified, all officers and boards shall perform such other appropriate duties appertaining to their office as may be prescribed by ordinance or by the general laws.

Article XXIII
Section 1: Library

**Section 1 This was repealed by the vote of the people, November 4, 2024.

Article XXIV

**Sections. 5 to 14. Repealed by vote of the people, April 12, 1983.

Section 1: Fiscal year.

The fiscal year of the City shall begin on the first day of July of each year, and end on the thirtieth day of June of the following year. (Amended by vote of the people, April 12, 1983)

Section 2: Tax system.

The City Council shall provide a system for the assessment, levy, and collection of City taxes upon real and personal property. By mutual agreement, the County of Butte shall perform those municipal functions which relate to the assessment of property for purposes of taxation, the

equalization and collection of taxes levied for municipal purposes, the collection of assessments, and the sale of property for non-payment of taxes or assessments.

It shall be the duty of the Director of Finance, within the time prescribed by law, to compute the tax rates required to service outstanding municipal debt and submit same to the City Council. Should the City Council fail to fix the tax rates within the time prescribed, then the tax rates of the previous year shall constitute the rates for the current year. (Amended by vote of the people, April 12, 1983)

Section 3: Annual budget
In the month of June of each year, the City administrator shall present to the City Council a proposed budget for the ensuing fiscal year. Such budget shall constitute the Preliminary Budget of the City of Oroville, and a copy of same shall be on file in the office of the City Clerk. Not less than five days after the preliminary budget is filed, the City Clerk shall fix a time for a budget public hearing.

Final adoption of the budget shall be not later than the second regular City Council meeting in June. Tax rates for purposes of the service of out- standing municipal debt shall be fixed not earlier than the first meeting in July, nor later than the last day of August. (Amended by vote of the people, April 12, 1983; and November 4, 2024)

Section 4: Annual financial report
It shall be the duty of the Director of Finance to prepare annually a consolidated financial report of the City, including such statements and schedules as may be necessary to adequately describe the financial condition of the City, and the results of its operations for the fiscal year. Insofar as practical, these statements shall be prepared in accordance with generally accepted accounting principles as applied to municipal corporations, and shall be subject to audit, as described in Article XIV above. (Amended by vote of the people, April 12, 1983)

Sections 5-14
* Repealed by vote of the people, April 12, 1983.

Article XXV
Section 1: Limit of Bond Indebtedness
The bonded debt of the City shall comply with state law. (Amended by the vote of the people November 5, 2024)

Article XXVI*
* Article XXVI of the Charter of the City of Oroville relating to "Special Taxes and Bonds" is repealed. (Repealed by vote of the people, April 12, 1983.)

Article XXVII
Section 1: Advertising the City; Inducing Immigration
The City Council may appropriate and spend money from the funds of the City for any or all of the following purposes: Exhibitions, celebrations, fairs, entertainment of public guests, inducing immigration, and generally for the purpose of advertising the City.

A. Provided, however, that any amount so appropriated and spent is equaled by the public body soliciting such funds from the City Council, and that such appropriation made by the City Council

does not constitute more than 50% of such expenditure con- templated.

B. Provided further, that the total appropriated for such expenditure shall not exceed 4 cents on the $100.00 of assessed valuation in any one year.

Article XXVIII
Section 1: Street and Other Public Improvements

A. The improvement, widening, extending, opening and closing of streets, or rights of way owned by the City, or in which the City has an easement, whether within or without the limits thereof, and the planting of trees thereon, and the making of other improvements authorized by laws of the state, may be done, and assessments therefor may be levied in conformity with, and under the authority conferred by the general laws of the state now in effect, or which may hereafter be enacted.

B. Provided, that no such improvement shall be undertaken or enforced when the cost of such improvement exceeds the assessed valuation of any parcel of real property in front of which the improvement is to be made, as such assessed valuation appears on the assessment roll of the City for the previous year.

Where such improvement happens by reason of special conditions to exceed the assessed value of any one parcel of real property in the area to be improved, the City Council may declare that it is in the public interest that such amount over said assessed valuation shall be paid from the general fund of the City.

If it appears that the assessed valuation of any one parcel of real property will prevent the formation of an improvement district, any citizen may call for a review of the assessed valuation of the real property in the proposed district, where- upon the board of appraisers shall reap- praise and determine what valuation is right and proper.

Provided also, that the petitions for the improvement shall bear the signatures of the owners of 51% of the street frontage of property within the proposed district, before the City Council can order the work to proceed.

C. Provided, however, that the City Council may by ordinance adopt a procedure for the opening, extending, widening, closing and improvement of streets, alleys, rights of way or other public places, the laying of pipe and conduits, and the removal from buildings, lots and grounds, and the sidewalks opposite thereto, of dirt, rubbish, weeds, and other rank growth and materials, which may injure or endanger neighboring property, or the health or welfare of the inhabitants of the City, and for making and enforcing assessments against the property benefited, or affected thereby, or from which removal is made, for the cost of such improvements or removal, and may make such assessments a lien on such property superior to all other claims or liens thereon, except state, county and City taxes.

D. Provided, that no such ordinance shall prevent the City Council from proceeding under any of the general laws of the state now in effect or which may hereafter be enacted, subject, however, in all cases to the provisions of subsection B of this article; provided, however, that where the work or improvement undertaken under such ordinance or general law is necessary for the promotion or maintenance of public health or safety and the City Council by resolution so finds, the City Council may proceed subject to such ordinance or general law and the provisions of subsection B shall not apply thereto. (1941, p. 3480)

Section 2: Contract Work

In the erection, improvement and repair of all public buildings and works, in all street and sewer work or in or about embankments or other works for protection against overflow, and in furnishing any supplies or materials for the same, the Local Agency Public Construction Act of the State of California Public Contract Code as the same now exists or may hereafter be amended shall apply. (1955, c. 185; amended by vote of the people, November 8, 1988)

Section 3: Interest in Contracts, Etc., Prohibited

No officer or employee of the City shall be or become directly or indirectly interested in, or in the performance of, any contract, or work or business, or in the sale or purchase of any article, the expense, price, or consideration of which is payable from the City funds, or in the purchase or lease of any real estate or other property belonging to or taken by the City, except in his or her official capacity, on behalf of the City.

If any person in this section designated, other than in such official capacity, shall, during the time for which he or she was elected or ap- pointed, acquire an interest in any contract with or work done for the City or any department, branch or office thereof, or in any franchise, right, or privilege granted by the City, unless the same shall be devolved upon him or her by law, he or she shall forfeit his or her office and be forever barred and disqualified from being elected, appointed or employed in the service of the City, and all such contracts shall be voidable at the option of the City Council.

The ownership of less than five percent of the capital stock or shares of a corporation or association with which a contract may be made shall not be considered as constituting an interest in the contract within the meaning of this section.

Section 4: Contracts

The City Council shall advertise annually for sealed proposals or bids for printing and furnishing all letterheads, stationery, tax bills, account books and other printed matter likely to be required during the fiscal year.

Contracts for advertising or printing, as the case may be, shall be awarded to the lowest responsible bidder, provided no contract for advertising shall be awarded to any newspaper except a newspaper of general circulation, as that term is defined by Chapter 1 of Division 7 of Title 1 of the Government Code.

Any City officer may purchase and bind the City to pay for any item included in his or her budget not exceeding $100.00 in any one complete purchase.

By order duly adopted by a vote of five members, the City Council may authorize any official to bind the City without advertising, in an amount not to exceed $2,000.00.

All purchases shall be made and contracts for work shall be awarded in accordance with the Local Agency Public Construction Act of the State of California Public Contracts Code as the same now exists or may hereafter by amended. (1955, c. 185; amended by vote of the people, November 8, 1988)

Article XXIX

Section 1: Franchises

Every franchise or privilege to construct, maintain or operate any railroad, or other means of transportation in or over any street or highway, or to lay pipes or conduits, or erect poles or wires or other structures in or across any street or highway for the transmission of gas, electricity, or

other commodity, or for the use of public property or places now or hereafter belonging to the City, shall be granted under and in pursuance of the provision of the general laws of the state relating to the granting of franchises; provided no new franchise or the renewal of an existing franchise shall be granted except upon condition that at least two percent of the gross annual receipts derived from the use of such franchise shall be paid to the City. In all cases the applicant for a franchise shall advance the cost of advertising the same.

Every such franchise shall require the grantee thereof to agree to a joint use of its property to others, wherever practicable, and nothing herein shall be construed as prohibiting the City Council from requiring other conditions not in- consistent with the constitution or general laws.

No franchise or privilege so granted shall be sold, leased, assigned or otherwise alienated without the express consent of the City Council given by ordinance and subject to the referendum.

Within six months after this Charter takes effect, every public utility and every owner of a public utility franchise, shall file with the City Clerk, certified copies of all the franchises owned or claimed, or under which any such utility is operated.

The City shall compile and maintain a public record of all public utility franchises and of all public utility fixtures in the streets of the City of Oroville.

Article XXX: Miscellaneous

Section 1: Official Records

All books and records of every office and department shall be open to the inspection of any citizen during business hours, subject to proper rules and regulations for the efficient conduct of business of such department or office; provided, the records of the police department shall not be subject to such inspection except by permission of the proper police authorities.

Copies or extracts, duly certified, from said books and records open for inspection, shall be given by the officer having the same in custody to any person demanding the same and paying or tendering the fee for such copies or extracts, and an additional fee for certifying. The City Council, by resolution duly adopted, shall set the fee to be charged for copies or extracts and for certifying.

All officers and boards shall deliver to their successors all papers, books, documents, re- cords, archives, and other properties pertaining to their respective offices or departments, in their possession or under their control. (Amended by vote of the people, April 12, 1983)

Section 2: General Laws Applicable

All general laws of the state applicable to municipal corporations now or hereafter enacted, and which are not in conflict with the provisions of this Charter, or with ordinances here- after enacted, shall be applicable to the City of Oroville.

The City Council may adopt and enforce ordinances which in relation to municipal affairs, shall control as against the general laws of the state.

Provided, that where a procedure for the exercising of any rights or powers belonging to a City, is provided by statute of the State of California, such procedure shall control and be followed unless a different procedure is pro- vided in, or by ordinance enacted under authority of this Charter. (1955, c. 185; amended by vote of the people, April 12, 1983)

Section 3: Continuing Officers and Employees
All officers, assistants, and employees in office when this Charter takes effect, shall continue to hold and exercise their respective offices or employment, under and subject to the terms and provisions of this Charter until the election or appointment and qualification of their successors in the manner prescribed in this Charter.

Section 4: Continuing ordinances in force
All lawful ordinances, resolutions, and regulations in force at the time this Charter shall take effect,* and not inconsistent with its provisions, are hereby continued in force until the same shall have been duly amended, repealed or superseded.
** See note to section 7 of this article.*

Section 5: Continuing Contract in Force

All vested rights of the City shall continue and shall not in any manner be affected by the adoption of this Charter, nor shall any right, liability, pending suit or prosecution, either on behalf of or against the City, be affected by the adoption of this Charter. All contracts entered into by the City prior to the taking effect of this Charter shall continue in full force and effect. All public work begun prior to the taking effect of this Charter shall be continued and perfected hereunder.

Section 6: Validity

If any article, section, or part of a section of this Charter is held legally invalid, it shall not be held to invalidate or impair the validity of any other section or part of section, unless it clearly appears that such other section or part of a section is dependent for its operation upon the section or part of a section so held invalid.

Section 7: When Charter Effective
This Charter shall go into effect upon its approval by the legislature, except for the purpose of electing the officers provided for herein; for which purpose it shall go into effect on the expiration of the terms of the present elected officials.

* **Editor's note:** The Charter was approved by the state legislature and filed with the secretary of state on January 27, 1933.

Article XXXI
Initiative Measure to Be Submitted Directly to the Voters*

- **Editor's note:** This article was added in 2000.

Section 1: Title
This measure shall be known as the People's Choice Prison Initiative (People's Initiative).

Section 2: Findings

In order to maintain the quality of life as sought by the residents of the City of Oroville, it is hereby accepted as a right and an obligation:

1. To preserve the current level of health and safety services and other welfare issues as they relate to the residents of the City of Oroville;

2. To maintain the right to an orderly and evenly distributed rate of growth, keeping within the ability of the City to accommodate growth without straining available resources, be they provided by man or be they natural;
3. To be able to preserve the quality of public services, health services, social workers, sewage treatment plants and landfill adequacy, which are often threatened by excessive and rapid population growth impacts.

In keeping within the process prescribed in the California Election Code, the voters of the City of Oroville hereby exercise their right to the Initiative process whereby a constituency may obtain the will of the voters to decide on important issues which impact them directly.
Therefore, the people of the City of Oroville do ordain as follows:

Section 3: City of Oroville's Boundaries, Etc.
That the entire City of Oroville, and all the territory included within the City boundaries are hereby zoned prison-free by the enactment of this, the People's Initiative.

Section 4: Prison Initiative Enacted
Should this initiative be enacted, any consideration of prison or any facility that has a function of incarcerating or housing prisoners shall be put forth on the ballot for approval by the voters disclosing to them the following:

A. The proposed location of the prison;
B. The type of prison (e.g. maximum security, minimum security, etc.);
C. The size of prison;
D. How the various factors impacting the public shall be mitigated;
E. A commitment from the state, federal or any other agency that they will pay for the increased cost of direct and indirect ser- vices that result from the prison and that any cost incurred by the enforcement of this Section (4), Subparagraph (e) shall be borne by them;
F. Any and all potential changes to the dis- closed information.

Section 5: Transmittal to State
Upon adoption of this initiative, the City Council shall immediately transmit a copy of the initiative to the Governor of the State of California, the California Department of Corrections, and all other appropriate state agencies.

Section 6: Severability
If any subsection, part, subpart, paragraph, subparagraph, clause or phrase of this initiative or any amendments or revision of this initiative is for any reason held to be invalid, the remaining portions will not be affected but will remain in full force and in effect.

Section 7: Amendment
No part of this initiative shall be amended or repealed except by passage of a ballot measure approved by a majority of voting.

THE CHARTER*

§ 1. Name.

Article I.

Article II.

§ 1. Boundaries.

~~§ 1. Expert accountant.~~

Article III.

§ 1. Powers of the city.

Article IV.

§ 1. Elections.

Article V.

§ 1. Initiative, referendum and recall.

Article VI.

§ 1. Officers and employees.

Article VII.

§ 1. The council.

§ 2. Meetings.

§ 3. Quorum.

§ 4. Ordinances.

Article VIII.

§ 1. Mayor.

§ 1a. Vice mayor.

§ 2. Right of subpoena.

Article IX.

~~§ 1. Planning commission.~~Departments and Commissions

§ 1. Departments

§ 2. City Administrator/City Clerk

§ 3. City Attorney

§ 4. Director of Finance

§ 5. Chief of Police

§ 6. Fire Chief

§7. Other City Functions

§7a. Expert Accountant

~~Article XII.~~

§ 1. ~~City clerk.~~

§§ 1' 2. ~~Repealed.~~

~~Article XIII.~~

~~Article XIV.~~

§ 7b. City Engineer

Article X.

§ 1. ~~Park commission.~~Planning Commission

§ 2. Park Commission

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~~§ 1. Chief of police.~~

~~**Article XV.**~~

~~§ 1. City treasurer.~~

~~**Article XIX.**~~

~~§ 1. Chief of fire department.~~

~~**Article XVI.**~~

~~§ 1. City engineer.~~

~~**Article XX.**~~

~~§ 1. Health officer.~~

Commented [BR1]: Merge Articles IX through XX into one section.

~~**Article XVIa.**~~

~~§ 1. Superintendent of streets.~~

Article XI~~IX~~.

§ 1. Oath of office.

§ 2. Official bonds.

§ 3. Administering oaths.

§ 4. Compensation.

§ 5. Repealed.

~~**Article XVII.**~~

~~§ 1. Repealed.~~

~~**Article XVIII.**~~

~~**Article XI.**~~

~~§ 1. City attorney.~~

Article XII~~XII~~.

§ 1. Vacancies.

§ 2. Additional duties of officers.

~~Article XXIII.~~

§ 1. ~~Library.~~

Article XIII~~XIV~~.

§ 1. Fiscal year.

§ 2. Tax system.

§ 3. Annual budget.

§ 4. Annual financial report.

§§ 5-14. Repealed.

Article XI~~V~~~~XV~~.

§ 1. Limit of bond indebtedness.

~~Article XXVI.~~

~~§ 1. Repealed.~~

~~Article XXVII.~~

~~§ 1. Advertising the city; inducing immigration.~~

~~Article XXVIII.~~

~~§ 1. Street and other public improvements.~~

~~§ 2. Contract work.~~

~~§ 3. Interest in contracts, etc., prohibited.~~

~~§ 4. Contracts.~~

Article X~~V~~~~XIX~~.

§ 1. Franchises.

Article X~~VI~~~~XX~~. Miscellaneous.

§ 1. Official records.

§ 2. General laws applicable.

§ 3. Continuing officers and employees.

§ 4. Continuing ordinances in force.

§ 5. Continuing contracts in force.

§ 6. Validity.

§ 7. When Charter effective.

Article X~~VII~~~~XXI~~. Initiative Measure to Be Submitted Directly to the Voters

§ 1. Title.

§ 2. Findings.

§ 3. City of Oroville's boundaries, etc.

§ 4. Prison Initiative enacted.

§ 5. Transmittal to State.

§ 6. Severability.

§ 7. Amendment.

~~* **Editor's note.** The Charter consists of Statutes 1933, p. 2904, as amended. It was adopted pursuant to section 8 of article XI of the state constitution, ratified by the qualified electors at a special municipal election held on October 22, 1931, approved and adopted by the state legislature and filed with the secretary of state on January 27, 1933. Amendments are indicated by the historical citations follow- ing the amended sections in parentheses. Unless so indi- cated, the Charter derives unchanged from the original ad. A frontal analysis consisting of a numerical listing of the catchlines has been added and a uniform system of capi- talization has been employed.~~

Article I.

Sec. 1. Name.

The municipal corporation now existing and known as the "City of Oroville" shall remain and continue a body politic and corporate in fact and in law, by the name of the "City of Oroville" and by such name shall have perpet- ual succession.

Article II.

Sec. 1. Boundaries.

The boundaries of the City of Oroville shall continue as now established, and the territory embraced therein may be added to or dimin- ished in accordance with the laws of the State of California governing the annexation and ex- clusion of territory by municipalities.

Article III.

Sec. 1. Powers of the city.

The City of Oroville may appear, sue and defend in all courts and places in all matters and proceedings; may have and use a common seal and alter the same at pleasure; may, subject to the restrictions contained in this Charter, purchase, receive, hold and enjoy, sell, lease and convey real and personal property; receive bequests, gifts and donations of all kinds of property in fee simple, or in trust for charitable and other purposes; and do all acts necessary to carry out the purposes of such gifts, bequests and donations, with power to manage, sell, or lease or otherwise dispose of the same in accordance with the terms of any gift, bequest or trust; may improve any river or channels flowing through the city or adjoining the same; widen, straighten and deepen the channels thereof, and remove obstructions therefrom; construct and maintain embankments and other works to protect the city from overflow.

All rights and titles to property, all rights and obligations under contracts or trusts, and all causes of action of any kind in any court or tribunal vested in the City of Oroville or in any officer or employee thereof in his or her official capacity, at the time this Charter becomes effective,* as well as all liabilities in contract or tort and causes of action involving the same insofar as they affect the city and/or any officer or employee thereof in his or her official capacity which shall be outstanding at the time this Charter becomes effective, shall continue without abatement or modification by reason of any provision hereof.

All ordinances or resolutions in force at the time this Charter takes effect and not inconsistent therewith shall continue in force until amended or repealed.**

All public improvements or other proceedings legally authorized prior to this Charter shall be carried to completion under previously existing laws or under this Charter.***

The powers or duties vested in city officers, boards or commissions by law superseded by this Charter shall be exercised, continued and carried out by their successors or by other city officers, boards or commissions, consistent with the provisions of this Charter.

All functions of the city, and the powers and duties of officers and employees charged with the performance therefor, as these shall have been apportioned among departments and officers, and institutions, utilities, bureaus or other subdivisions thereof, as existing at the time this Charter shall go into effect, shall continue to be the functions of such departments and offices and the powers and duties of officers and employees assigned thereto, except as in, or under the authority of, this Charter otherwise specifically provided.

The legally authorized officers and employees of each of said departments and officers or subdivisions thereof shall continue as the officers and employees of said departments and offices or subdivisions thereof, subject to the conditions governing their respective appointments to such positions and except as in this Charter otherwise provided; and where part of the functions and duties of any department or office are by this Charter transferred or placed in any other department or office, the persons performing such functions and duties, shall be transferred therewith.

The compensations legally authorized for the several officers and employees shall be continued subject to the other provisions of the Charter.

The city may make and enforce all laws, ordinances and regulations necessary, convenient or incidental to the exercise of all rights and powers in respect to its affairs, officers and employees and shall have all rights and powers appropriated to a city, subject only to the

restrictions and limitations provided in this Charter, including the power to acquire and construct plants, works, utilities, areas, highways and institutions outside the boundaries

of the city, and maintenance and operations of the same, and the exercise of functions or maintenance of services outside the boundaries of the city, including the expenditure of funds therefor through any agency.

The specifications or enumeration in this Charter of particular powers shall not be exclusive.

The exercise of all rights and powers of the city when not prescribed in this Charter shall be as provided by ordinance or resolution of the city council.

• As to effective date of Charter, see Char., art. XXX, § 7.
•• See also, Char., art. XXX, § 4 as to ordinances continued in force.
... See also, Char., art. XXX, § 5 as to contracts continuing in force.

Article IV.

Sec. 1. Elections.

General elections shall be held in the City of Oroville on the first Tuesday after the first Monday in November of each even-numbered year, under and pursuant to the general laws governing elections, so far as the same may be applicable, and except as herein otherwise provided. Persons elected in April of 1981, or their successors, shall hold office until November 12, 1984, and persons elected in April of 1983, or their successors, shall hold office until November 10, 1986.

Where there are full council terms and short council terms to be filled, the persons elected by the highest number of votes shall be elected to the full term offices. In the event that two or more persons shall be elected by the same number of votes, their term shall be fixed by lot. {1941, p. 3484; 1955, c. 185; amended by vote of the people, April 12, 1983)W

Article V.

Sec.1. Initiative, referendum and recall.

Ordinances may be initiated, or the referendum exercised on ordinances passed by the council, under and in accordance with the constitution and general laws of the state, and any elective officer may be recalled from office under and in pursuance of the provisions of the constitution and general laws; provided, however, that initiative, referendum or recall petitions, must be signed by at least 25% of the number of eligible electors voting at the last gen- eral municipal election.

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Article VI.

Sec. 1. Officers and employees.

The officers of the City of Oroville shall be a mayor, six members of the council, a City Clerk/City Administrator, a City Attorney, all City departments heads which include but are not limited to: a ~~city treasurer~~Director of Finance, a City Engineer, a ~~street superintendent~~Director of Public Works, a Director of Community Development, a Director of Code Enforcement, a Director of Business ~~Development~~Assistance and Housing Development, a Chief of Police, and a ~~f~~Fire Chief, ~~a health officer,~~ . In addition, ~~a~~ Planning ~~commission,~~ Commission and ~~a~~ Park Commission ~~members.~~ , ~~playground and recrea- tion commission, and a board of five library trustees~~; provided, the council may by ordi- nance provide for such subordinate officers, assistants, deputies, clerks and employees as it deems necessary.

The members of the council shall be elected from the city ~~at large~~ and shall hold office for four years and until their successors are elected and qualified.

~~The city clerk and one or more deputy city clerks shall be appointed and hold office at the pleasure of the city council.~~

Commented [BR2]: We did discuss suggesting term limits - however - we also discussed how that could be challenging now that we have districts in place. We can revisit this topic (term limits), if desired.

~~a~~~~The city treasurer shall be elected and shall hold office for four years and until a successor is elected and qualified.~~

Commented [BR4]: Conflicts with later section of Charter.

All other officers, assistants, deputies, clerks and employees shall be appointed as provided

in this Charter or as the council may provide

by ordinance in case no provision for their appointment is herein made, and they shall hold their respective offices or positions at the pleasure of the appointing power, except as otherwise herein provided.

Except as otherwise provided in this Charter, where the appointment of any officer, assistant, deputies, clerks or employees that is vested in the council, the appointment and removal must be made by a five-sevenths vote of the members. ~~Where such appointment is vested in any other bBody, the appointment and re- moval must be made by a four-fifths vote of the members of such body.~~

No increase or reduction shall be made in the compensation paid any appointive officer unless made by a five-sevenths vote of the council ~~or a four-fifths vote of such other body~~. (1941, p. 3480; amended by vote of the people, April 12, 1983; amended by vote of the people, November 8, 1988)

Article VII.

Sec. 1. The council.

The legislative body of the City of Oroville shall consist of a mayor (elected at large) and six persons elected ~~at large~~ which body shall be known as the council.

The members of the council shall be elected by the qualified voters of the city at a general municipal election to be held therein every even-numbered year as hereinbefore provided.

They shall hold office for a period of four years from and after the first Tuesday in January next succeeding the day of their election and until their successors are elected and quali- fied; provided, ~~, the respective terms of the first council elected under this Charter shall be as follows, the three persons elected by the highest number of votes shall hold office for four years, the three persons elected by the next highest number of votes shall hold office for two years. In the event that two or more per- sons shall be elected by the same number of votes, their term shall be fixed by lot.~~

The members of the council and the mayor shall receive ~~as~~ compensation as set by ordinance. ~~five dollars for each regular meeting attended; provided, however, that the total sum to be received by any one councilmember shall not exceed the sum often dollars per month.~~

The members of the council shall not be elected or appointed to any office or employment with the city, except as otherwise provided in this Charter.

In the event of resigning they shall not be entitled to vote on the selection of their successors.

The council shall have the power by ordinance to provide for and appoint such other commissions and officials as may seem in its discretion necessary and proper, such officers shall serve at the discretion of the council, and at a salary to be fixed by the council.

The council shall have the power by ordinance to combine any city offices, which in its discretion seems for the best interests of the city. (Amended by vote of the people, November 8, 1988)

Sec. 2. Meetings.

The council shall meet ~~at 8:00 p.m.~~ on the first Tuesday in January following the general municipal election and canvass the returns thereof. Should the first Tuesday fall on a holiday, the meeting shall be held the following day.

The new members and all newly elected officers shall then be inducted into office and a vice mayor shall be appointed as provided in Article VIII, section 1a.

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The council shall hold a regular meeting at least once a month at such time as it shall fix by ordinance.

Special meetings may be called at any time by the mayor or by three councilmembers in accordance with the Government Code of the State of California.~~with the provisions of Section 54056 of the Government Code of the State of California as the same may be from time to time amended.~~

All meetings of the council shall be held in the City Hall unless ~~the~~ an alternative location is appropriately noticed. ~~council by ordinance provides for another meeting place~~, ~~and a~~All meetings shall be open to the public~~;. provided, however, that whenever necessary or convenient to hold any meeting at some other place within the City of Oroville, the clerk may, upon written instruction by the mayor and after notice to the members of the council, designate another meeting place by posting written notice thereof at the regular place of meeting at least one hour prior to the time thereof. Such notice shall designate the place where and the time when such meeting is to be held, and a copy of such notice and the clerk's certificate of the posting thereof together with the mayor's instructions as aforesaid shall be read into and filed with the minutes of such meeting.~~

The council shall adopt rules for conducting its proceedings. (1941, p. 3480; amended by vote of the people, November 8, 1988; amended by vote of the people, November 6, 1990)

Sec. 3. Quorum.

A majority of the council shall constitute a quorum for the transaction of any business~~, except as herein otherwise provided, but a less number may adjourn from time to time and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance.~~.

Sec. 4. Ordinances.

All proposed ordinances introduced in the council shall be in printed ~~or typewritten~~ form.

The enacting clause of all ordinances passed by the council shall read as follows: "The council of the City of Oroville do ordain as follows:".

The affirmative vote of a majority of the council shall be necessary to adopt any ordinance, resolution or claim against the city, which vote shall be taken by ayes and noes and entered upon the record.

No ordinance shall be passed by the council on the day of its introduction, nor within five days thereafter, nor at any time other than a regular meeting.

A proposed ordinance may be amended or modified between the time of its introduction and the time of its final passage, provided its general scope and original purposes are retained.

All ordinances shall be signed by the mayor and attested by the city clerk, and shall be published in a manner that meets the requirements of State law (which could include publishing in local newspaper).~~an adjudicated newspaper of general circulation and circulated in the City of Oroville.~~

In lieu thereof, the publication of ordinances may be satisfied by either of the following actions:

1. The city council may publish a summary of a proposed ordinance or proposed amendment to an existing ordinance. Such summary shall be prepared by an official designated by the city council. A summary shall be published and a *certified* copy of the full text of the proposed ordinance or proposed amendment shall be posted in the office of the city clerk at least five days prior to the city council *meeting* at which the proposed ordinance or amendment or alteration thereto is to be adopted. Within 15 days after adoption of the ordinance or amendment, the city

council shall publish a summary of the ordinance or amendment with the names of those city council members voting for arid against the ordinance or amendment and the city clerk shall post in the office of the city clerk a certified copy of the full text of such adopted ordinance or amendment along with the names of those city council members voting for and against the ordinance or amendment; or

2. If the city official designated by the city council determines that it is not feasible to prepare a fair and adequate summary of the proposed or adopted ordinance or amendment, and if the city council so orders, a display advertisement of at least one-quarter page in a newspaper of general circulation printed and published in the County of Butte and circulated in the city shall be published at least five days prior to the city council meeting at which the proposed ordinance or amendment or alteration thereto is to be adopted. Within 15 days after adoption of the ordinance or amendment, a display advertisement of at least one-quarter page shall be published. The advertisement shall indicate the general nature of, and provide information about, the proposed or adopted ordinance or amendment including information sufficient to enable the public to obtain copies of the complete text of such ordinance or amendment, and the names of those city council members voting for and against the ordinance or amendment.

   Notwithstanding the foregoing, any ordinance declared by the council to be necessary as an emergency measure for preserving the public peace, health or safety, and containing the reasons for its urgency, may be introduced and passed at one and the same meeting, and if passed by a five-sevenths vote shall become effective immediately. (Amended by vote of the people, November 5, 1996)

Article VIII.

Sec. 1. Mayor.

The mayor shall be elected and shall hold office for four years and until his or her successor is elected and qualified.

The mayor shall be the executive head of the city. In case of riot, insurrection or extraordinary emergency he or she shall assume general control of the city government, and all its branches and be responsible for the suppression of disorders and the restoration of normal conditions.

In the name and on behalf of the city he or she (or their designee) shall sign all contracts, deeds, bonds and other legal instruments to which the city is a party, and he or she shall represent the city at all ceremonial functions of a social or patriotic character when it is desirable and appropriate to have the city represented officially thereat.

He or she shall preside at all meetings of the council and shall vote as a member of the council, and shall receive such compensation as is hereinbefore provided for members of the council.

Sec. 1a. Vice mayor.

There shall be a vice mayor who shall be appointed by the city council to hold office at the pleasure of the council. He or she shall be a duly qualified and acting member of the council. In the event of the termination of his or her tenure of office as councilmember from any cause whatsoever, thereupon his or her tenure of office as vice mayor shall forthwith cease and determine. The appointment and removal of the vice mayor may be made by a majority vote of the council.

The vice mayor shall act as mayor pro tempore in the case of absence, illness, death or

other disability of the mayor and while so acting shall have all of the rights, powers and duties of the mayor.

Sec. 2. Right of subpoena.

~~The mayor or vice mayor shall have power to administer oaths~~The City Attorney, at the direction of the Council, may issue a subpoena, to compel the production of the books, papers, documents for the City. and to compel testimony whenever necessary in proceedings before the Council.~~ and affirmations concerning any demand upon the treasury, and in all mat ters relating to the duties of the city council, and to witnesses examined in any investiga- tion had by said council, or by any committee thereof duly authorized to make such investi gation. Said mayor or vice mayor may issue subpoenas under his or her hand and the seal of such city, attested by the city clerk, to com- pel the attendance of witnesses before such city council or committee thereof.~~ (1941, p. **3480.)**

Article IX.

Sec. 1. Departments

The City Administrator shall recommend and the City Council shall by ordinance create, reorganize and abolish departments and divisions thereof as necessary for the effective management of the City's affairs, in addition to the following which are created by Charter:

Sec. 2 City Administrator/City Clerk: The City Clerk/City Administrator shall be the clerk of the council.

It shall be the duty of the city Clerk/City Administrator or a deputy designated by him or her, to attend all sessions of the council and keep a full and correct record of the proceedings. The proceedings of the council shall be kept in a book. In addition, he or she shall keep a record of all Ordinances.

The proceedings of the council shall be kept in a book. In addition, he or she shall keep a record of all Ordinances.

He or she shall conduct promptly, and keep a systematic record of, all correspondence between the council and others relating to city business.

He or she shall be the keeper of the corporate seal of the city and shall affix the same to instruments or writings requiring authentication.

He or she shall safely keep all records, documents, ordinances, resolutions, books, and such other papers and matters, as may be regularly delivered into his or her custody or required by law or ordinance to be filed with him or her.

Sec. 3. City Attorney: There shall be a city attorney who shall be ap- pointed by the city council, to hold office at the pleasure of the council. He or she shall be an attorney-at-law, admitted to practice before the supreme court of the State of California, and shall have been in actual practice in the state for at least three years next preceding his or her appointment. All other things being equal, an attorney who has had special training or experience in municipal corporation law shall be appointed to this office if practicable.

The city attorney shall be legal advisor of the council and all other city officials. He or she shall draft all ordinances, resolutions, contracts or other legal documents, or proceedings required by the council, or other officials, except as may be otherwise provided.

He or she shall prosecute personally on behalf of the people violations of municipal code before the Superior Court, and shall perform such other legal services as needed.

He or she shall attend all meetings of the council unless excused therefrom by the council or mayor.

Sec. 4 Director of Finance: There shall be a Director of Finance who shall be appointed by the Council. He or she shall receive and keep safely all moneys and securities belonging to the city and coming into the hands, and pay out the same only on warrants signed by the proper officials, including the principal and interest due on bonds of the city, including improve- ment bonds.

Sec. 5 Chief of Police: There shall be a chief of police who shall be appointed by the city council to hold office at the pleasure of the council. He or she shall be the head of the police department of the city, shall make rules and regulations for the management of the department, and shall have all the powers that

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are now or may hereafter be conferred upon other peace officers by the laws of the state. It shall be the duty of the chief of police to preserve the public peace, and to suppress riots, tumults and disturbances. The orders of the chief of police shall be promptly executed by the police officers of the city for the maintenance of public order or the protection of life and property.

The chief of police shall have authority and it is hereby made the duty of the chief of police to arrest persons violating any law of the state or ordinance of the city.

Persons convicted of violating city ordinances and sentenced to jail may be confined in the county jail of Butte County. The chief of police shall have such other powers and duties as may be prescribed by the council by ordinance.

Sec.6 Fire Chief: There shall be a Fire Chief who shall be appointed by the City Council and hold office at the pleasure of the Council. He or she shall be head of the fire department of the city and shall have charge of and supervision over all matters relating to the prevention and extinction of fires, and of all measures necessary to guard and protect all property impaired thereby. During the time of a fire, he or she shall have supreme authority over the territory involved therein, and all persons in the immediate vicinity of the fire during such time, including police officers, shall be subject to his or her orders.

The fire chief shall make rules and regulations for the government of the department, subject to the approval of the council City shall provide fire prevention and protection services.

Sec. 7 In addition, the City shall retain the following two functions:

Sec. 7a An Expert Accountant to audit annually, in accordance with generally accepted auditing standards, the financial statements and accounts of the city.

Sec. 7b A city engineer who shall hold office at the pleasure of the council. As city engineer he or she shall be the custodian of, and responsible for, all maps, plans, profiles, field notes and other records and memoranda belonging to the city, pertaining to his or her office and the work thereof, all of which he or she shall keep in proper order and condition, with full indices thereof.

He or she shall have been at the time of his or her appointment a licensed and practicing civil engineer.

Article X.

Commissions

Sec. 1 Planning commission.
There shall be a board of planning commis- sioners consisting of the mayor as an ex- officio member without vote except in the case of a tie; and seven citizens to be appointed by the council to serve for four years each, with- out compensation.

The city planning commission shall have and exercise all the powers and duties which are now or may hereafter be granted to or im- posed upon said department by state law, and such additional powers and duties as may be granted or imposed by ordinance for the regu- lation and control of the platting and subdivi- sion of lands.

No ordinance shall be adopted by the council creating districts or zones for the purpose of regulating the use of lands, the height, bulk, location or use of buildings therein, and no or- dinance changing, amending or altering any such ordinance shall be adopted until it shall have first been submitted to the board of city

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planning ~~comm1ss1oners~~ commissioners for report and rec- ommendation.

It shall be the duty of the planning commission within thirty days from the receipt of any such request from the council for its recommendation in regard to any such ordinance, to make and file its report thereon with the council, and should said board of city planning commissioners recommend against the approval of any such ordinance herein mentioned, the council may adopt such ordinance only upon majority vote of the whole of said council.

Should the board of city planning commissioners recommend the approval of any such ordinance, or fail to make any recommendation within the time mentioned herein, said council may adopt such ordinance by a majority vote of the whole council.

All plans for the location of public parks or public playgrounds shall be submitted to the city planning commission for report and recommendation. Such report shall be advisory only.

The department shall make reports and recommendations to the council and to the various departments of the city government on all matters involving the location of such public improvements.

The city planning commission shall initiate studies and make reports and recommendations to the council and the various departments of the city government on subjects related to the opening and widening of streets and other physical conditions, connected with the development and expansion of the city.

It shall each year render to the mayor and council a report of its activities during the preceding year, and its proposals for the future. ~~The first city planning commission under this Charter shall be appointed by the council for one, two, three and four year terms respectively. Thereafter the members of said board shall be appointed as provided herein. At least~~

three of the four members appointed as aforesaid shall have been members of the city planning commission immediately prior to this Charter taking effect. (1961, c. 181; amended by vote of the people, April 12, 1983; amended by vote of the people, November 6, 1990)

Article X. Sec. 1.

Sec. 2 Park commission.

There shall be a park commission consisting of five members to be appointed by the council each to serve for a term of five years, without compensation.

The Park's Commission shall advise the City Council on all matters pertaining to the operation and regulation of City Parks. The Council shall receive recommendations of the Commission prior to taking any action related to the Parks. department of parks shall have the power and duty:

1. To manage and control the parks owned or operated by the City of Oroville.

2. To establish, maintain and operate parks, with structures therein appropriate to park purposes, within or without city limits.

3. To construct and operate, sell, rent or lease concessions or privileges to be exercised in the parks for the operation of boathouses, refreshment stands, restaurants, amusement places or devices, parcel checking rooms and lockers and other similar purposes.

4. To establish schedules of charges for special services.

5. To grant to the department of playgrounds and recreation the right to establish, maintain and operate playground and recreation facilities on lands under the control of the department of parks upon such terms and conditions as shall be fixed by the board of park commissioners.

6. To have charge over and care of trees, plants and lawns in parking along public streets, subject to street improvements authorized by the city.

7. To appoint a superintendent of parks who shall have general supervision of all parks and under direction of the park commission.

Appropriation may be made from the general city funds for park purposes. All money arising from appropriations above referred to or received by the department of parks from fees, sales, gifts or otherwise in connection with the operation of the department shall be placed to the credit of the department of parks in a fund to be known as the park fund.

No money in the park fund shall be used for any purpose other than the financial support of the department of parks.

The board of park commissioners shall have power to control and order, in the manner in this Charter provided, the expenditure of all money coming into the park fund, or from the sale of bonds authorized by the city for financing the work of the park department, and to appropriate and expend the same for the purposes of the department, in accordance with the provisions of this Charter.

Said board may invest any surplus funds under its control in bonds or other evidences of indebtedness of the United States, the State of California, or of any political subdivision thereof, and the income derived therefrom shall be deposited in the city treasury to the credit of the park fund.

No real property shall be acquired by the city for park sites unless such sites are first approved by the board of park commissioners.

Said board shall have full control over all park sites and no such sites shall be devoted to any other purpose in whole or in part without permission from said board.

Whenever funds are donated by any person or persons for the acquisition or construction of

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any building, structure, work or improvement in a public park, and the donor or donors thereof shall, at the time of such donation, re- quest the appointment of a special commis- sion to take charge of the expenditure of such funds and to supervise the construction of such improvement, the council may, in its dis- cretion, if said proposed improvement will in- crease the value of such park for park pur- poses, provide by ordinance for the appoint- ment by the mayor, subject to the conforma- tion by a majority of the council, of a special commission to take charge of the supervision of the construction of such improvement and the expenditure of funds donated therefor.

In the event funds are donated in the manner provided for in this section for the mainte- nance of any such improvement at the time of construction thereof or otherwise, the council may, by ordinance, create a commission to be appointed under the provisions of this section, which shall have such powers and duties as to such construction or maintenance as may be conferred upon it by such ordinance.

All lands belonging to the city which may hereafter be set apart, or dedicated for the use of the public as a public park, shall forever re- main to the use of the public inviolate.

this office if practicable.

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Article XI.

Sec. 1. City attorney.

There shall be a city attorney who shall be ap- pointed by the city council, to hold office at the pleasure of the council. He or she shall be an attorney-at-law, admitted to practice before the supreme court of the State of California, and shall have been in actual practice in the state for at least three years next preceding his or her appointment.

All other things being equal, an attorney who has had special training or experience in mu- nicipal corporation law shall be appointed to

The city attorney shall be legal advisor of the council and all other city officials. He or she shall draft all ordinances, resolutions, contracts or other legal documents, or proceedings required by the council, or other officials, except as may be otherwise provided.

He or she shall prosecute personally on behalf of the people all contested criminal cases before the police court and shall perform such other legal services from time to time as the council may require without compensation in addition to his or her salary, unless such service requires his or her presence outside the City of Oroville.

He or she shall attend all meetings of the council unless excused therefrom by the council or mayor.

Article XII.

Sec. 1. City clerk.

The city clerk shall be the clerk of the council.

It shall be the duty of the city clerk or a deputy designated by him or her, to attend all sessions of the council and keep a full and correct record of the proceedings.

The proceedings of the council shall be kept in a book marked "Minutes of the Council." He or she shall keep a book marked "Ordinances," into which he or she shall copy all city ordinances, certifying that each is a full and correct copy of the original ordinance, and stating that the same has been published as required bylaw.

Said record copy so certified shall be prima facie evidence of the contents of the ordinance, and of its passage and publication, and shall be admissible as such in any court or other proceeding. Such record shall not be filed, but shall be returned to the custody of the city clerk. He or she shall also keep a book marked "Resolutions" into which he or she

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shall copy all resolutions passed by the council.

Both the books containing ordinances and resolutions shall be adequately and comprehensively indexed.

He or she shall conduct promptly, and keep a systematic record of, all correspondence between the council and others relating to city business.

He or she shall be the keeper of the corporate seal of the city and shall affix the same to instruments or writings requiring authentication.

He or she shall safely keep all records, documents, ordinances, resolutions, books, and such other papers and matters, as may be regularly delivered into his or her custody or required by law or ordinance to be filed with him or her.

He or she shall report to the city council monthly, a detailed statement of the receipts and disbursements of the city government and the state of the various funds, and show the balances of the budgeted appropriation, and of any special improvement fund that may exist; and at the expiration of the fiscal year make a detailed statement of the receipts and disbursements of the city during said year, specifying the different sources of revenue and the amount received from each, the several appropriations made by the city council, and the amount of money expended under each, and the objects for which they were made. (Amended by vote of the people, April 12, 1983)

Article XIII.*

* Article XIII, of the Charter of the City of Oroville, relating to City Assessor and Board of Appraisers, is repealed. (Repealed by vote of the people, April 12, 1983)

Article XIV.

Sec. 1. Expert accountant.

The city shall retain a Certified Public Accountant to audit annually, in accordance with generally accepted auditing standards, the financial statements and accounts of the city.

It shall be the duty of the city clerk to keep on public display in his or her office a report of such audit for a period of sixty days after said audit has been filed. (Amended by vote of the people, April 12, 1983)

Article XV.

Sec. 1. City treasurer.

There shall be a city treasurer who shall be elected every four years at the general election. It shall be his or her duty to collect all taxes assessed by the city assessor otherwise.

He or she shall receive and keep safely all moneys and securities belonging to the city and coming into the hands, and pay out the same only on warrants signed by the proper officials, including the principal and interest due on bonds of the city, including improvement bonds.

The treasurer shall deposit within forty-eight hours of its receipt with a responsible banking institution, in the city, all funds coming into his or her possession, and shall obtain from such banking institution bonds or other collateral as security therefor, as provided by law. (Amended by vote of the people, April 12, 1983)

Article XVI.

Sec. 1. City engineer.

There shall be a city engineer who shall be appointed by the city council to hold office at the pleasure of the council.

Commented [BR12]: Section is procedural/not needed.

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It shall not be necessary that he or she be a resident of the city at the time of his or her appointment.

As city engineer he or she shall be the custodian of, and responsible for, all maps, plans, profiles, field notes and other records and memoranda belonging to the city, pertaining to his or her office and the work thereof, all of which he or she shall keep in proper order and condition, with full indices thereof.

He or she shall turn the same over to his or her successor upon relinquishing his or her office, who shall give him/N or her duplicate receipts therefor, one of which he or she shall file with the city clerk.

All maps, plans, profiles, field notes, estimates and other memoranda of surveys and other professional work made or done by him or her or under his or her direction or control during his or her term of office, shall be the property of the city.

He or she shall have supervision over all public work relating to the grading, paving, cleaning, lighting, watering and repairing of streets, the building of sewers and the disposal of sewage, garbage and rubbish, also of all other matters of an engineering character.

He or she shall have been at the time of his or her appointment a licensed and practicing civil engineer for a period of at least three years.

All other things being equal an engineer who has had special training or experience in municipal engineering shall be appointed to this office if practicable.

Article XVIa.

Sec. 1. Superintendent of streets.

There shall be a superintendent of streets who shall be appointed by the council, to hold office at the pleasure of the council. He or she shall perform such duties as may be prescribed now or hereafter, by ordinance or the general laws of the state.

Article XVII.*

* Article XVII, of the Charter of the City of Oroville, relating to city court and city judge, is repealed. (Repealed by vote of the people, November 8, 1988)

Article XVIII.

Sec. 1. Chief of police.

There shall be a chief of police who shall be appointed by the city council to hold office at the pleasure of the council. He or she shall be the head of the police department of the city, shall make rules and regulations for the management of the department, and shall have all the powers that are now or may hereafter be conferred upon other peace officers by the laws of the state. It shall be the duty of the chief of police to preserve the public peace, and to suppress riots, tumults and disturbances. The orders of the chief of police shall be promptly executed by the police officers of the city, and every citizen shall lend the chief of police aid when so requested for the arrest of offenders, the maintenance of public order or the protection of life and property.

The chief of police shall execute and return all process issued to the chief of police by legal authority. The chief of police shall have authority and it is hereby made the duty of the chief of police to arrest persons violating any law of the state or ordinance of the city.

Persons convicted of violating city ordinances and sentenced to jail may be confined in the county jail of Butte County. The chief of police shall have such other powers and duties as may be prescribed by the council by ordinance. (Amended by vote of the people, November 8, 1988; amended by vote of the people, November 5, 1996)

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~~Article XIX.~~

~~**Sec. 1. Chief of fire department**~~

~~There shall be a fire chief who shall be appointed by the city council and hold office at the pleasure of the council. He or she shall be head of the fire department of the city, and shall have charge of and supervision over all matters relating to the prevention and extinc- tion of fires, and of all measures necessary to guard and protect all property impaired thereby. During the time of a fire, he or she shall have supreme authority over the territory involved therein, and all persons in the imme- diate vicinity of the fire during such time, in- cluding police officers, shall be subject to his or her orders.~~

~~The fire chief shall make rules and regulations for the government of the department, subject to the approval of the council.~~

~~**Article XX.**~~

~~**Sec. 1. Health officer.**~~

~~There shall be a health officer who shall be appointed~~R ~~by the city council and shall hold office at the pleasure of the council. He or she shall be a person who has been licensed to practice medicine in the State of California, or who has received special training in and been granted credentials in public health work. He or she shall exercise general supervision over the health and cleanliness of the city, and take all necessary measures for the preservation and promotion thereof. He or she shall enforce all laws, ordinances and regulations relative to the preservation and improvement of the pub- lic health, including those for the prevention of disease, the suppression of unsanitary conditions, and the inspection and supervision of the production, transportation, storage and sale of foodstuffs. (Amended by vote of the people, November 8, 1988)~~

Article X~~X~~I.

Sec. 1. Oath of office.

Every officer shall take and subscribe to the constitutional oath of office before entering upon the performance of his or her official duties.

Sec. 2. Official bonds.

~~All o~~Officers ~~handling~~ managing city funds ~~and such other officers as the council may determine mus~~may be required to furnish a corporate surety bond~~g~~ in an amount to be determined by the Council, which surety bond shall be conditioned on the faithful performance of the duties imposed on that respective officer as herein prescribed. Any premium for such bond shall be a proper charge against the City. ~~t give bonds for the faithful performance of their duties. The amount of said bonds shall be fixed by the city council. Such officers, before entering upon their official duties, shall exe- cute a bond to the city in the penal sum re- quired. Said bonds shall be approved by the council and filed with the city clerk, except the bond of the city clerk, which shall be filed with the mayor.~~

Sec. 3. Administering oaths.

Every elective officer and every chief appointive official, including all members of boards and commissions provided for in this Charter, or by ordinance, shall have the power to administer oaths or affirmations, in connection with any matter appertaining to the business of the city.

Sec. 4. Compensation.

The council shall by resolution fix the compensation of all officers, also the compensation of all deputies, assistants and employees of such officers. (Amended by vote of the people, November 8, 1988)

Sec. 5. Reports of fees and commissions.

Article XXI Section 5, of the Charter of the City of Oroville, relating to reports of fees and commissions, is repealed. (Repealed by vote of the people, November 8, 1988)

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Commented [BR18]: Similar language from City of Palmdale.

Commented [BR17]: Repeal this section - County provides.

Article XXII.

Sec. 1. Vacancies.

A. Any vacancy occurring in any office for Council appointed staff, from whatever cause arising shall be filled by appointment by the council; and, in the case of a vacancy in the office of mayor, vice mayor, or councilmember such appointment may be made by a majority vote of the council; provided, further, that if such vacancy exists in any elective office, ~~such appointee shall hold office only until the first Monday after the next succeeding general municipal election at which election a person shall be elected to serve for any balance of the unexpired term~~the vacancy shall be filled in accordance to California Government Code Section 36512(b), as may be amended from time to time. Candidates for office for such un- expired term shall qualify in the manner provided in article IV, section No. 1 of this Charter.

~~8.~~1. In the event a vacancy occurs in any elective office within twenty days before the next succeeding general municipal election then such vacancy may be filled by temporary appointment by majority vote of the council for the interim until the induction to office of councilmember elected thereat, at which time such vacancy shall be filled by the new council as hereinabove provided.

C. In the event that a vacancy exists in any elective or appointive office and the council fails to agree or for any reason does not fill such vacancy within sixty days af- ter the same occurs, then a Special Meeting shall be called and the vacancy shall be filled by simple majority vote at that meeting. The appointment may be an interim appointment. Should a simple majority not be reached, staff shall be directed to do one final recruitment. At the completion of that recruitment, the Council shall consider all candidates. Should the Council still be unable reach simple majority, the Mayor shall appoint from that list of candidates. N~~such vacancy shall be filled by appointment by the mayor. Such appointment shall be for the time and of like effect as though made by the council as hereinabove provided.~~

D. In the event that the seats of a majority of the council shall become vacant, then the city clerk shall call a special election at once to fill the vacancies for the unex- pired terms, and such election shall be

Commented [BR21]: Allows business to continue/eliminated delays in filling positions - and provides a path with simple majority for these rare situations.

Commented [BR19]: Only applicable to appointments made by Council.

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conducted substantially in the manner provided by law for holding general municipal elections.

E. Except as herein otherwise provided, if any member of the city council of the city shall move outside the boundaries of their jurisdiction~~from the city~~, or fail to attend three consecutive regular city council meetings without the permission of the council, or shall resign, or be convicted of a felony, or be adjudged insane, or dies, his or her office shall thereupon become vacant.

F. Notwithstanding any provision in this Charter contained, whenever any person has been elected or appointed to office and for any reason fails or neglects to file the official oath or bond, if required, or for any reason fails to qualify within thirty days after the commencement of the term of office, the council may declare the office vacant and proceed to fill the vacancy as hereinabove provided. (1941, p. 3480; amended by vote of the people, November 8, 1988; amended by vote of the people, November 6, 1990)

Sec. 2. Additional duties of officers.

In addition to duties herein specified, all officers and boards shall perform such other appropriate duties appertaining to their office as may be prescribed by ordinance or by the general laws.

~~Article XXIII.~~

~~Sec. 1. Library.~~

~~The free public library of the city shall be managed under and in accordance with the provisions of the general laws of the state relating to free public libraries. (Amended by vote of the people, April 12, 1983)~~

Commented [BR22]: City does not have any operational oversite of the County library located within the City.

Article XIII~~XIV~~.*

~~* Secs. 5 to 14. Repealed by vote of the people, April 12, 1983.~~

Sec. 1. Fiscal year.
The fiscal year of the city shall begin on the first day of July of each year, and end on the thirtieth day of June of the following year. (Amended by vote of the people, April 12, **1983)**

Sec. 2. Tax system.
The council shall provide a system for the assessment, levy, and collection of city taxes upon real and personal property. By mutual agreement, the County of Butte shall perform those municipal functions which relate to the assessment of property for purposes of taxation, the equalization and collection of taxes levied for municipal purposes, the collection of assessments, and the sale of property for nonpayment of taxes or assessments.

It shall be the duty of the ~~finance officer~~Director of Finance, within the time prescribed by law, to compute the tax rates required to service outstanding municipal debt, and submit same to the city council.

Should the council fail to fix the tax rates within the time prescribed, then the tax rates of the previous year shall constitute the rates for the current year. (Amended by vote of the people, April 12, 1983)

Sec. 3. Annual budget
~~On or before the first day of~~ In the month of June of each year, the city administrator shall present to the council a proposed budget for the ensuing fis—cal year. Such budget shall constitute the Pre- liminary Budget of the City of Oroville, and a copy of same shall be on file in the office of the city clerk. Not less than five days after the preliminary budget is filed, the city clerk shall fix a time for a budget public hearing.

Final adoption of the budget shall be not later than the first regular council meeting in July. Tax rates for purposes of the service of outstanding municipal debt shall be fixed not earlier than the first meeting in July, nor later than the last day of August. (Amended by vote of the people, April 12, 1983)

Sec. 4. Annual financial report.
It shall be the duty of the ~~finance officer~~Director of Finance to prepare annually a consolidated financial re- port of the city, including such statements and schedules as may be necessary to adequately describe the financial condition of the city, and the results of its operations for the fiscal year. Insofar as practical, these statements shall be prepared in accordance with generally ac- cepted accounting principles as applied to municipal corporations, and shall be subject to audit, as described in Article XIV above. (Amended by vote of the people, April 12, 1983)

Article XI~~X~~V.

Sec. 1. ~~Limit of b~~Bond indebtedness.
The bonded debt of the city shall comply with State law. ~~at no time exceed a total of three and seventy-five one hundredths percent (3.75%) of the taxable value of all property taxable for city purposes; provided, however, that bonds issued for the acquisition, extension, betterment, or mainte- nance of municipally owned public utilities shall not be counted as part of such limitation.~~

~~Provided further, however, that such bonds shall have been voted by the electors of the City of Oroville.~~

~~Provided further, that on the initiative of the council by an appropriate resolution, and a majority vote of the electors at the next general municipal election thereafter, this limit may be lowered or raised. (Amended by vote of the people, April 12, 1983)~~

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Commented [BR23]: Types of bonds can vary in requirements, we will follow State law.

Commented [BR24]: Will follow whatever the State law is

Article XXVI.*

* Article XXVI of the Charter of the City of Oroville relating to "Special Taxes and Bonds" is repealed. (Repealed by vote of the people, April 12, 1983.)

Article XXVII.

Sec. 1. Advertising the city; inducing immigration.

The council may appropriate and spend money from the funds of the city for any or all of the following purposes: Exhibitions, celebra- tions, fairs, entertainment of public guests, in- ducing immigration, and generally for the pur- pose of advertising the city.

A. Provided, however, that any amount so appropriated and spent is equaled by the public body soliciting such funds from the council, and that such appropriation made by the council does not constitute more than 50% of such expenditure con- templated.

8. Provided further, that the total appropri- ated for such expenditure shall not ex- ceed 4 cents on the $100.00 of assessed valuation in any one year.

Article XXVIII.

Sec. 1. Street and other public improvements.

A. The improvement, widening, extending, opening and closing of streets, or rights of way owned by the city, or in which the city has an easement, whether within or without the limits thereof, and the planting of trees thereon, and the making of other improvements authorized by laws of the state, may be done, and assessments therefor may be levied in conformity with, and under the authority conferred by the general laws of the state now in effect, or which may hereafter be enacted.

8. Provided, that no such improvement shall be undertaken or enforced when the cost of such improvement exceeds the as- sessed valuation of any parcel of real property in front of which the improve- ment is to be made, as such assessed valuation appears on the assessment roll of the city for the previous year.

Where such improvement happens by reason of special conditions to exceed the assessed value of any one parcel of real property in the area to be improved, the city council may declare that it is in the public interest that such amount over said assessed valuation shall be paid from the general fund of the city.

If it appears that the assessed valuation of any one parcel of real property will prevent the formation of an improvement district, any citizen may call for a review of the assessed valuation of the real property in the proposed district, where- upon the board of appraisers shall reap- praise and determine what valuation is right and proper.

Provided also, that the petitions for the improvement shall bear the signatures of the owners of 51% of the street frontage of property within the proposed district, before the city council can order the work to proceed.

C. Provided, however, that the council may by ordinance adopt a procedure for the opening, extending, widening, closing and improvement of streets, alleys, rights of way or other public places, the laying of pipe and conduits, and the removal from buildings, lots and grounds, and the sidewalks opposite thereto, of dirt, rub- bish, weeds, and other rank growth and materials, which may injure or endanger neighboring property, or the health or welfare of the inhabitants of the city, and for making and enforcing assessments

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Commented [BR25]: The Council has the ability to address Economic Development through the budget process.

against the property benefited, or affected thereby, or from which removal is made, for the cost of such improvements or removal, and may make such assessments a lien on such property superior to all other claims or liens thereon, except state, county and city taxes.

D. Provided, that no such ordinance shall prevent the council from proceeding under any of the general laws of the state now in effect or which may hereafter be enacted, subject, however, in all cases to the provisions of subsection B of this article; provided, however, that where the work or improvement undertaken under such ordinance or general law is necessary for the promotion or maintenance of public health or safety and the council by resolution so finds, the council may proceed subject to such ordinance or general law and the provisions of subsection B shall not apply thereto. (1941, p. 3480)

Sec. 2. Contract work.

In the erection, improvement and repair of all public buildings and works, in all street and sewer work or in or about embankments or other works for protection against overflow, and in furnishing any supplies or materials for the same, the Local Agency Public Construction Act of the State of California Public Contract Code as the same now exists or may hereafter be amended shall apply. (1955, c. 185; amended by vote of the people, November 8, 1988)

Sec. 3. Interest in contracts, etc., prohibited.

No officer or employee of the city shall be or become directly or indirectly interested in, or in the performance of, any contract, or work or business, or in the sale or purchase of any article, the expense, price, or consideration of which is payable from the city funds, or in the purchase or lease of any real estate or other property belonging to or taken by the city, except in his or her official capacity, on behalf of the city.

If any person in this section designated, other than in such official capacity, shall, during the time for which he or she was elected or appointed, acquire an interest in any contract with or work done for the city or any department, branch or office thereof, or in any franchise, right, or privilege granted by the city, unless the same shall be devolved upon him or her by law, he or she shall forfeit his or her office and be forever barred and disqualified from being elected, appointed or employed in the service of the city, and all such contracts shall be voidable at the option of the city council.

The ownership of less than five percent of the capital stock or shares of a corporation or association with which a contract may be made shall not be considered as constituting an interest in the contract within the meaning of this section.

Sec. 4. Contracts.

The council shall advertise annually for sealed proposals or bids for printing and furnishing all letterheads, stationery, tax bills, account books and other printed matter likely to be re- quired during the fiscal year.

Contracts for advertising or printing, as the case may be, shall be awarded to the lowest responsible bidder, provided no contract for advertising shall be awarded to any newspaper except a newspaper of general circulation, as that term is defined by Chapter 1 of Division 7 of Title 1 of the Government Code.

Any city officer may purchase and bind the city to pay for any item included in his or her budget not exceeding $100.00 in any one complete purchase.

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~~By order duly adopted by a vote of five members, the council may authorize any official to bind the city without advertising, in an amount not to exceed $2,000.00.~~

~~All purchases shall be made and contracts for work shall be awarded in accordance with the Local Agency Public Construction Act of the State of California Public Contracts Code as the same now exists or may hereafter by amended. (1955, c. 185; amended by vote of the people, November 8, 1988)~~

Article XXV~~IX~~.

Sec. 1. Franchises.

Every franchise or privilege to construct, maintain or operate any railroad, or other means of transportation in or over any street or highway, or to lay pipes or conduits, or erect poles or wires or other structures in or across any street or highway for the transmission of gas, electricity, or other commodity, or for the use of public property or places now or hereafter belonging to the city, shall be granted under and in pursuance of the provision of the general laws of the state relating to the granting of franchises; provided no new franchise or the renewal of an existing franchise shall be granted except upon condition that at least two percent of the gross annual receipts derived from the use of such franchise shall be paid to the city. In all cases the applicant for a franchise shall advance the cost of advertising the same.

Every such franchise shall require the grantee thereof to agree to a joint use of its property to others, wherever practicable, and nothing herein shall be construed as prohibiting the council from requiring other conditions not inconsistent with the constitution or general laws.

No franchise or privilege so granted shall be sold, leased, assigned or otherwise alienated without the express consent of the council given by ordinance and subject to the referendum.

Within six months after this Charter takes effect, every public utility and every owner of a public utility franchise, shall file with the city clerk, certified copies of all the franchises owned or claimed, or under which any such utility is operated.

The city shall compile and maintain a public record of all public utility franchises and of all public utility fixtures in the streets of the City of Oroville.

Commented [BR26]: Feeling is that this language could be restrictive - and recommend that the City follows applicable State laws here.

Article X~~X~~XVI. Miscellaneous

Sec. 1. Official records.

All books and records of every office and department shall be open to the inspection of any citizen during business hours, subject to proper rules and regulations for the efficient conduct of business of such department or office; provided, the records of the police department shall not be subject to such inspection except by permission of the proper police authorities.

Copies or extracts, duly certified, from said books and records open for inspection, shall be given by the officer having the same in custody to any person demanding the same and paying or tendering the fee for such copies or extracts, and an additional fee for certifying. The city council, by resolution duly adopted, shall set the fee to be charged for copies or extracts and for certifying.

All officers and boards shall deliver to their successors all papers, books, documents, records, archives, and other properties pertaining to their respective offices or departments, in their possession or under their control. (Amended by vote of the people, April 12, 1983)

Sec. 2. General laws applicable.
All general laws of the state applicable to municipal corporations now or hereafter enacted, and which are not in conflict with the provisions of this Charter, or with ordinances hereafter enacted, shall be applicable to the City of Oroville.

The council may adopt and enforce ordinances which in relation to municipal affairs, shall control as against the general laws of the state.

Provided, that where a procedure for the exercising of any rights or powers belonging to a city, is provided by statute of the State of California, such procedure shall control and be followed unless a different procedure is provided in, or by ordinance enacted under authority of this Charter. (1955, c. 185; amended by vote of the people, April 12, 1983)

Sec. 3. Continuing officers and employees.
All officers, assistants, and employees in office when this Charter takes effect, shall continue to hold and exercise their respective offices or employment, under and subject to the terms and provisions of this Charter until the election or appointment and qualification of their successors in the manner prescribed in this Charter.

Sec. 4. Continuing ordinances in force. All lawful ordinances, resolutions, and regulations in force at the time this Charter shall take effect,* and not inconsistent with its provisions, are hereby continued in force until the same shall have been duly amended, repealed or superseded.

- See note to section 7 of this article.

Sec. 5. Continuing contracts in force.
All vested rights of the city shall continue and shall not in any manner be affected by the adoption of this Charter, nor shall any right, liability, pending suit or prosecution, either in behalf of or against the city, be affected by the adoption of this Charter. All contracts entered into by the city prior to the taking effect of this Charter shall continue in full force and effect. All public work begun prior to the taking effect of this Charter shall be continued and perfected hereunder.

Sec. 6. Validity.
If any article, section, or part of a section of this Charter is held legally invalid, it shall not be held to invalidate or impair the validity of any other section or part of section, unless it clearly appears that such other section or part of a section is dependent for its operation upon the section or part of a section so held invalid.

Sec. 7. When Charter effective.*
This Charter shall go into effect upon its approval by the legislature, except for the purpose of electing the officers provided for herein; for which purpose it shall go into effect on the expiration of the terms of the present elected officials.

* **Editor's note:** The Charter was approved by the state legislature and filed with the secretary of state on January 27, 1933.

Article X~~VII~~~~XXI~~. Initiative Measure to Be Submitted Directly to the Voters*

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- Editor's note: This article was added in 2000.

Sec. 1. Title.
This measure shall be known as the People's Choice Prison Initiative (People's Initiative).

Sec. 2. Findings.
In order to maintain the quality of life as sought by the residents of the City of Oroville,

it is hereby accepted as a right and an obligation:

1. To preserve the current level of health and safety services and other welfare is- sues as they relate to the residents of the City of Oroville;
2. To maintain the right to an orderly and evenly distributed rate of growth, keeping within the ability of the city to accommodate growth without straining available resources, be they provided by man or be they natural;
3. To be able to preserve the quality of public services, health services, social workers, sewage treatment plants and landfill adequacy, which are often threatened by excessive and rapid population growth impacts.

In keeping within the process prescribed in the California Election Code, the voters of the City of Oroville hereby exercise their right to the Initiative process whereby a constituency may obtain the will of the voters to decide on important issues which impact them directly.

Therefore the people of the City of Oroville do ordain as follows:

Sec. 3. City of Oroville's boundaries, etc.

That the entire City of Oroville, and all the territory included within the city boundaries are hereby zoned prison-free by the enactment of this, the People's Initiative.

Sec. 4. Prison Initiative enacted.

Should this initiative be enacted, any consideration of prison or any facility that has a function of incarcerating or housing prisoners shall be put forth on the ballot for approval by the voters disclosing to them the following:

a. The proposed location of the prison;
b. The type of prison (e.g. maximum security, minimum security, etc.);
c. The size of prison;
d. How the various factors impacting the public shall be mitigated;
e. A commitment from the state, federal or any other agency that they will pay for the increased cost of direct and indirect services that result from the prison and that any cost incurred by the enforcement of this Section (4), Subparagraph (e) shall be borne by them;
f. Any and all potential changes to the disclosed information.

Sec. 5. Transmittal to State.

Upon adoption of this initiative, the city council shall immediately transmit a copy of the initiative to the Governor of the State of California, the California Department of Corrections, and all other appropriate state agencies.

Sec. 6. Severability.

If any subsection, part, subpart, paragraph, subparagraph, clause or phrase of this initiative or any amendments or revision of this initiative is for any reason held to be invalid, the remaining portions will not be affected, but will remain in full force and in effect.

Sec. 7. Amendment.

No part of this initiative shall be amended or repealed except by passage of a ballot measure approved by a majority of voting.

~~CHARTER INDEX~~

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~~ELECTIONS~~

~~Initiative measures submittal to voters amendment Art. XXXI, Sec. 7~~

~~city boundaries Art. XXXI, Sec. 3~~

~~findings Art. XXXI, Sec. 2~~

~~prison initiative Art. XXXI, Sec. 4 severability of~~

~~-F-~~

~~FINANCE~~

~~provisions Art. XXXI, Sec. 6 title of provisions Art. XXXI, Sec. 1 transmittal to state Art. XXXI, Sec. 5~~

~~Procedure Art. IV, Sec. 1~~

~~ENGINEER, CITY~~

~~Office established Art. XVI, Sec. 1~~

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ACCOUNTANT

Appropriations Art. XXVII, Sec. 1 Bond limit Art. **XXV,** Sec. 1 Budget Art. **XXIV,** Sec. 3

Fiscal year Art. XXIV, Sec. 1 Report, annual Art. XXIV, Sec. 4 Tax system Art. XXIV, Sec. 2

FIRE CHIEF

Office established Art. XIX, Sec. 1

FRANCHISES

Procedure Art. XXIX, Sec. 1

G

GENERAL PROVISIONS

Applicability of laws Art. XXX, Sec. 2 Boundaries established Art. 11, Sec. 1 Effective date of provisions Art. XXX, Sec. 7 Effect of provisions Art. XXX, Sec. 7

Name of city Art. I, Sec. 1

Ordinances

effect of provisions Art. **XXX,** Sec. 4

initiating Art. V, Sec. 1 Powers, city Art. 111, Sec. 1 Recordkeeping Art. **XXX,** Sec. 1

Validity of provisions Art. XXX, Sec. 6

H

HEALTH OFFICER

Office established Art. XX, Sec. 1

INITIATIVE MEASURE See ELECTIONS

L

LIBRARY

Established Art. **XXIII,** Sec. 1

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~~MAYOR~~

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~~MAYOR~~

~~Office established Art. VIII, Sec. 1 Subpoena right Art. VIII, Sec. 2 Vice mayor Art. VIII, Sec. 1a~~

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~~OFFICERS, EMPLOYEES~~

~~See also Specific Officer Bonds Art. **XXI,** Sec. 2 Compensation Art. **XXI,** Sec. 4~~

~~Duties, additional Art. XXII, Sec. 2 Effect of provisions Art. XXX, Sec. 3 Generally Art. VI, Sec. 1~~

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~~Oath of office~~

~~administering Art. XXI, Sec. 3 required Art. XXI, Sec. 1~~

~~Vacancies Art. XXII, Sec. 1~~

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~~**PARK COMMISSION**~~

~~Established Art. X, Sec. 1~~

~~**PLANNING COMMISSION**~~

~~Established Art. IX, Sec. 1~~

~~POLICE CHIEF~~

~~Office established Art. XVIII, Sec. 1~~

~~-S-~~

~~STREETS~~

~~Contracts~~

~~See CONTRACTS~~

~~Improvements Art. XXVIII, Sec. 1~~

~~STREETS SUPERINTENDENT~~

~~Office established Art. XVIa, Sec. 1~~

~~-T-~~

~~TREASURER, CITY~~

~~Office established Art. XV, Sec. 1~~

ACCOUNTANT

~~CI-2~~

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CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **JANET GOODSON, COUNCIL MEMBER**

RE: **NAACP BUTTE COUNTY 5TH ANNUAL INVITATION AND REQUEST TO PURCHASE TABLE**

DATE: **SEPTEMBER 16, 2025**

SUMMARY

The City Council shall consider purchasing a table to attend the 4th Annual NAACP Dinner for $750.00.

DISCUSSION

None.

FISCAL IMPACT

To be paid for with Community Enhancement fund dollars.

ACTION REQUESTED -

ACTION REQUESTED - APPROVE PURCHASE OF TABLE FOR $750.00.

ATTACHMENTS

Letter from NAACP
NAACP 5th Annual Invitation

August 25, 2025

To the Honorable Members of the Oroville City Council,

It is with great enthusiasm that I extend a formal invitation to attend the 5th Annual NAACP Black & White Gala & Awards Event, taking place on Saturday, October 4th at the beautiful Lakeside Pavilion in Chico.

This elegant black-tie evening will celebrate the outstanding contributions of community leaders and changemakers who continue to uplift and shape the Butte County region. The event will feature a dynamic keynote speaker and recognize excellence in education, community grants and scholarship funding, youth empowerment and advocacy, and social justice and advocacy.

We would be truly honored to have the Oroville City Council represented among our distinguished guests. Councilmembers from neighboring cities, law enforcement officials, and dignitaries from across the region will be in attendance, making this a powerful evening of unity, recognition, and inspiration.

Tickets are available for individual purchase or as part of a VIP table package with seating for eight. For ticketing information or additional details, please feel free to contact me directly. I've attached the event flyer for your convenience.

Your presence would be a meaningful addition to this celebration of leadership and progress in Butte County. We hope you'll join us for an unforgettable evening.

With appreciation,

Janet Goodson

Janet Goodson President
NAACP Butte County 1029-B
(530) 566-3680



~NAACP~

BUTTE COUNTY BRANCH 1029-B

HOSTS 5th

BLACK & WHITE GALA

& AWARDS EVENT

Saturday, OCTOBER 4, 2025

Lakeside Pavillion

2565 California Park Dr., Chico CA

6-9 p.m ~ Program ~ Dinner ~ Dancing

Doors Open @ 5:30 p.m

~Black Tie~

No Host Bar

$75 per person

$750 VIP Table

~Raffle~

To Purchase Tickets or For More Information Contact

Rev. David Goodson@ (530) 828-9759

Business Assistance and Housing Development

AUGUST 2025

Loan Portfolio Balance: $49,360,429.17

Number of Loans	334	Loans in Default	3
Late Payment Notices	0	Late Insurance Notices	0
Annual Inspections Complete	284	Annual Certs Received	265, 1 incomplete, 18 not received

Loans in Default-4

1. 785 Bird St. Notice of Default received and letter to homeowner mailed. The home was listed for sale but fell out of escrow. A Notice of Sale was recorded for 3/19/25. City approved not redeeming this foreclosure and letting it go to the primary lender. Sale was postponed to 08/06/2025. **SOLD AT AUCTION 08/06/2025, PROCEEDS RECEIVED.**
2. 9 Midway. Notice of Default was recorded 12/30/2024. Letter sent to homeowner without response. Working on Staff Report for council Action. Payoff Sent to primary 5/1/25. Reconveyance was recorded 06/06/2025, City will start foreclosure process with Mid Valley Title. Mid Valley to set sale date by 9/11/2025.
3. 1708 Bluffs Dr.-Notice of Default Recorded by primary mortgage on 08/20/2025. Letter sent to homeowner.

Deceased Borrower-1

4. 6 Golden Eagle Rd. Sent letter to the Estate 7/11/2024. Son is applying to assume the loan. Borrower submitted application and is eligible to assume. The Loan Assumption Agreement will go to the Housing Loan Advisory Committee on 9/11/2025.

Loan Portfolio Analysis

Rehab Loans: 29($992,826)	FTHB Loans: 271 ($18,805,806)
Economic Development Loans: 1($163,343)	Landscape Loans: 3 ($13,051)
Housing Development: 15 ($28,433,986)	City Employee Mortgage: 7 ($236,118)
Lease-to-Purchase: 4($353,468)	Payoff Requests Processed (2025): 19
Loans Repaid FY -24-25: 17	Payoff Received FY 24-25: $1,231,067
Loans Repaid FY -25-26: 5	Payoff Received FY 25-26: $323,472

First Time Home Buyer Program-City Program

Applications Received: 3	Applications under Review: 3
Loans Approved: 0	Loans Closed FY 24-25: 9
Loans Closed FY 25-26: 3	

First Time Home Buyer Program-County Program administered by City

Program is pending notice from the County if additional funds are being awarded.

Owner Occupied Rehabilitation

Applications Received:1	Applications under Review: 8
Loans Approved:0	Rehab in Process: 1
Loans Closed FY 24-25: 2	Loans Closed FY 25-26: 0

Grants Submitted FY23-24 and 24-25

1. Permanent Local Housing Allocation (PLHA)22-PLHACOM-17810: $2,500,000 for Lincoln Village Apartments-awarded. Loan was disbursed 01/7/25.
2. 23-ERF-3L-00009 Encampment Resolution Funds-Mission Esperanza: $1,730,450-Awarded.
3. Affordable Housing and Sustainable Communities (AHSC)- Nelson Point Apartments-Not awarded.
4. 2023 Community Development Block Grant Amend 1: Fire Truck Purchase-Not awarded.
5. 20-PLHA-15545 Grant Application for years 21-22 of 5-year allocation $336,105: Owner-occupied Rehabilitation-awarded. Awarded 10/29/24.
6. 2023 HOME Investment Partnership: $500,000 for FTHB program-Awarded.
7. 2024 CDBG Program Income Only: $1,500,000 for FTHB program-Awarded 10/29/24.
8. 2024 CDBG General Allocation: $3,100,000 for Fire Truck, Fire Engine and Fire Equipment-conditional award received.
9. 2024 CDBG General Allocation: $100,000 for Catalyst Domestic Violence-conditional award received.
10. 2024 CDBG General Allocation: $164,486 for South Oroville Drainage Feasibility Study-Conditional award received.
11. 20-PLHA-15545 Grant Application for year 2023 of 5-year allocation $83,338: Owner-occupied Rehabilitation-awarded
12.

Current Project Highlights

1. Lincoln Street Senior Apartments-Submitted Financing package to the State with request for an extension. NTP has been issued and **construction has begun**.
2. Mission Esperanza-Under construction, pallet shelters are being installed, staffing on-boarding and training is underway. Project will be complete by the end of April without power. Projection to open in June 2025 due to not receiving the PGE gear switch for power until June. Awarded and disbursed Housing Program Fund grant of $100,000 for operations. Should be complete by end of July, excluding the power. Construction complete waiting for COO. **Mission Esperanza is Open.**
3. Neighborhood Cleanup Program- grant is 100% Expended. Closeout process will begin.
4. Improvements to Oroville Convention Center-Project complete. Grant is 100% expended, but still expending general administration.
5. Veteran's Village-City released Tranche 1 on 09/25/2024 to VHDC. Plans and Specs, environmental review underway. The City solar array was built in the City easement to access the project, working with VHDC and City engineering to determine remedy. City engineer requesting PGE move some poles on site.
6. Prepared the required updates to HOME Program Guidelines and security documents. These were submitted to the State for approval. Pending.
7. Website update in progress

CITY OF OROVILLE

FIRE DEPARTMENT

Statistics Package

8/1/2025 to 8/31/2025

Countywide Cooperative Fire & Rescue Service

Definitions and Notes

Terms

Dispatched Agencies:
All agencies that are dispatched by the CAL FIRE / Butte County Fire Department Oroville Emergency Command Center
First Due Station:
The jurisdicational agency station's area where the incident happened based on the Computer Aided Dispatch Dynamic Routing First Due Station to another agency:

Agencies

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

Incident Types

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

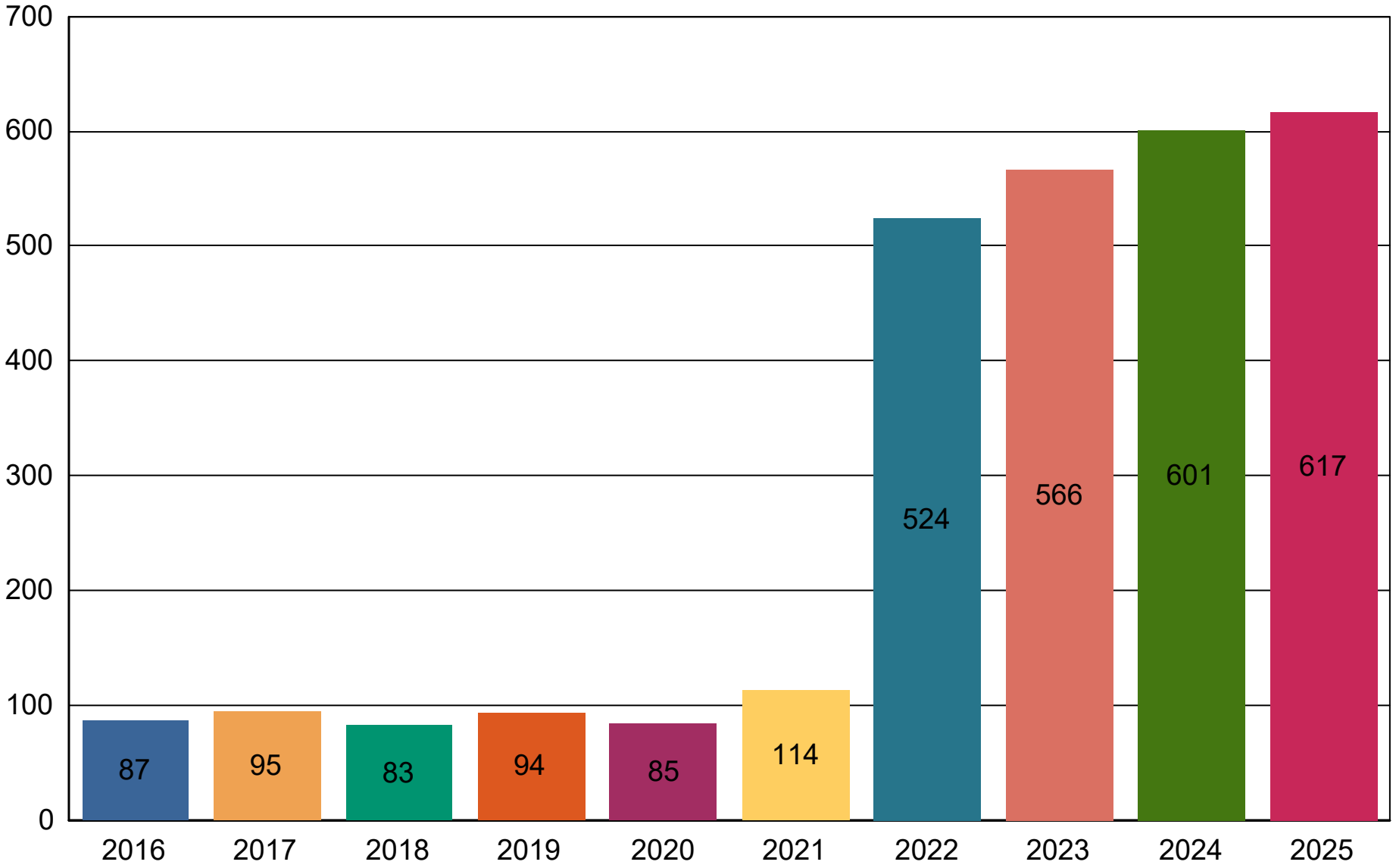
Stations

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

ECC - CAL FIRE Oroville Emergency Command Center

10 Year Incident Comparison By Year All Incidents

8/1/25 To 8/31/25

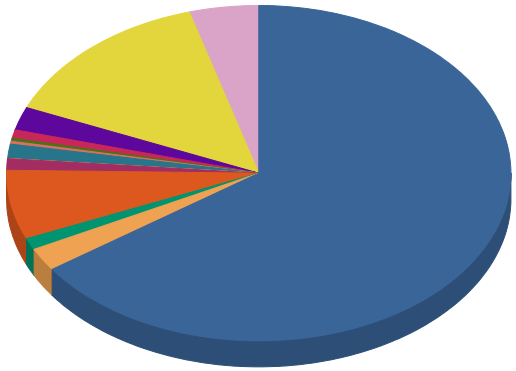


** DATA IS UNAVAILABLE PRIOR TO 02/11/2004*

Agency Activity 8/1/2025 to 8/31/2025

	MED	T/C	HAZ-CON	P/A	OTH	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	MEDC2
CAORO	402	14	8	40	7	1	8	1	2	6	14	87
Total	402	14	8	40	7	1	8	1	2	6	14	87

Incident Type Percentages (All Agencies)

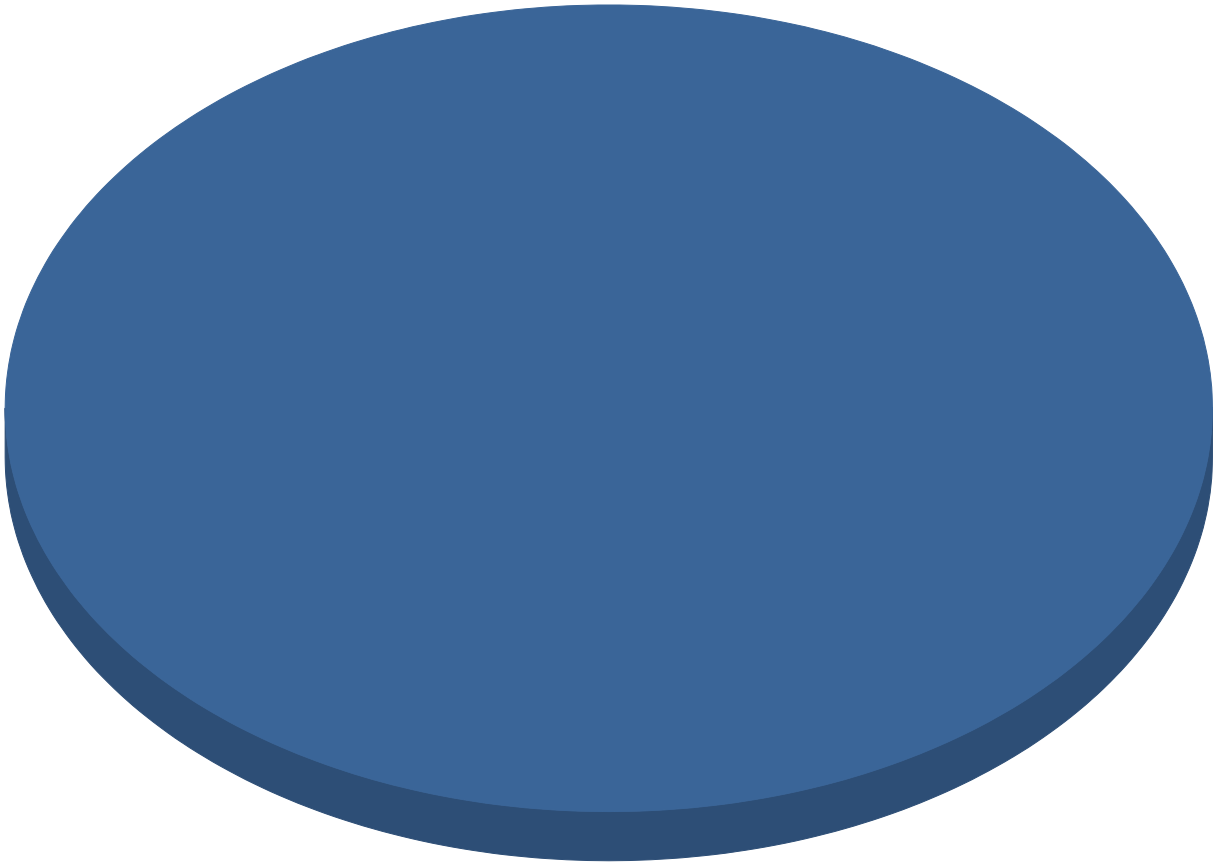


MEDICALS	402	65.2%
TRAFFIC COLLISIONS	14	2.3%
HAZARDOUS CONDITIONS	8	1.3%
PUBLIC ASSISTS	40	6.5%
OTHER INCIDENTS	7	1.1%
RESCUES	1	0.2%
VEGETATION FIRES	8	1.3%
STRUCTURE FIRES	1	0.2%
VEHICLE FIRES	2	0.3%
OTHER FIRES	6	1.0%
FALSE ALARMS	14	2.3%
MEDC2	87	14.1%
MVISTG	27	4.4%
Total:	617	100.0%

All Dispatched Agencies First Due Station Activity By Type
8/1/2025 To 8/31/2025

	Total
Total	0

All Dispatched Agencies Incident Activity by Type
8/1/2025 TO 8/31/2025



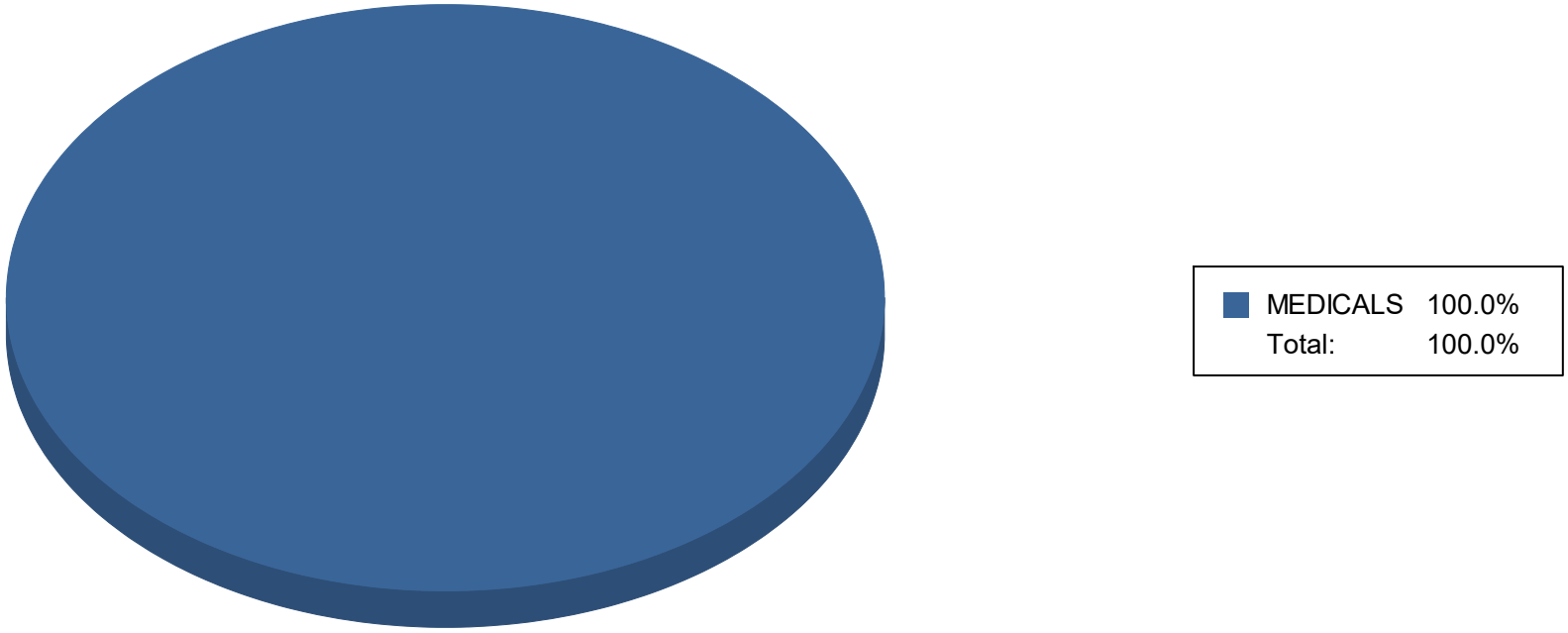
MEDICALS	100.0%
Total:	100.0%

8/1/2025 TO 8/31/2025

Incident Activity by Type For City of Oroville FD
8/1/2025 To 8/31/2025

	Total
Total	0

Incident Activity by Type For City of Oroville FD



Cooperator Assitance Provided to *CAL FIRE*/Butte County Fire
8/1/2025 to 8/31/2025

	MED	T/C	HAZ-CON	P/A	OTH	HAZ-MAT	RESCUE	VEG	STR	VEH	OTH FIRE
CAORO	381	26	9	32	5	1	4	27	2	3	7
Total	381	26	9	32	5	1	4	27	2	3	7

Resource Agency Response to Jurisdictional Agency
8/1/2025 to 8/31/2025
CAORO to CAORO

Total Number of Incidents: **478**

Total Number of Resources Responding: **571**

		MED	T/C	HAZ-CON	P/A	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG
CAORO	**B9A**	0	4	2	0	0	2	0	0	0	5	0	0
	B9B	0	2	1	0	1	3	1	0	0	5	1	0
	E391	3	1	0	0	0	3	0	0	0	0	3	0
	E91	260	10	5	14	1	4	0	1	3	13	51	22
	E92	69	4	7	19	1	7	1	1	3	12	21	5
	Total	332	21	15	33	3	19	2	2	6	35	76	27

Resource Agency Response to Jurisdictional Agency
8/1/2025 to 8/31/2025

Total Number of Incidents: **141**

Total Number of Resources Responding: **168**

CABTC to CAORO

		MED	T/C	HAZ-CON	P/A	RESCUE	VEG	STR	OTH FIRE	F/A	MEDC2	MVISTG
CABTC	**CO64**	0	0	0	0	0	4	0	0	0	0	0
	E63	56	5	2	9	0	3	1	1	0	19	3
	E64	3	1	1	1	0	1	0	0	3	1	0
	E71	2	0	1	1	0	0	1	0	0	0	0
	E72	2	0	1	0	0	4	1	0	0	0	0
	WT64	0	0	0	0	0	2	0	0	0	0	0
	Others	17	3	2	3	4	8	0	0	0	2	0
	Total	80	9	7	14	4	22	3	1	3	22	3

Resource Agency Response to Jurisdictional Agency
8/1/2025 to 8/31/2025

Total Number of Incidents: **125**

Total Number of Resources Responding: **149**

CAORO to CABTC

		MED	T/C	HAZ-CON	P/A	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	FWLC	MEDC2	MVISTG
CAORO	**B9A**	0	3	0	0	0	0	0	0	0	1	0	0	0
	B9B	0	2	0	0	1	0	0	0	0	0	0	0	0
	BOAT91	0	1	0	0	1	0	0	0	0	0	0	0	0
	E391	8	0	0	1	0	3	0	0	0	0	0	2	1
	E91	40	5	2	3	2	2	0	0	1	2	1	13	10
	E92	13	5	1	3	1	3	1	1	1	1	0	5	7
	RS91	0	0	0	0	1	0	0	0	0	0	0	0	0
	RWC91	0	0	0	0	1	0	0	0	0	0	0	0	0
	Total	61	16	3	7	7	8	1	1	2	4	1	20	18

Resource Agency Response to Jurisdictional Agency
08/01/2025 to 08/31/2025
CAL FIRE to CAORO

Total Number of Incidents: **63**

Total Number of Resources Responding: **135**

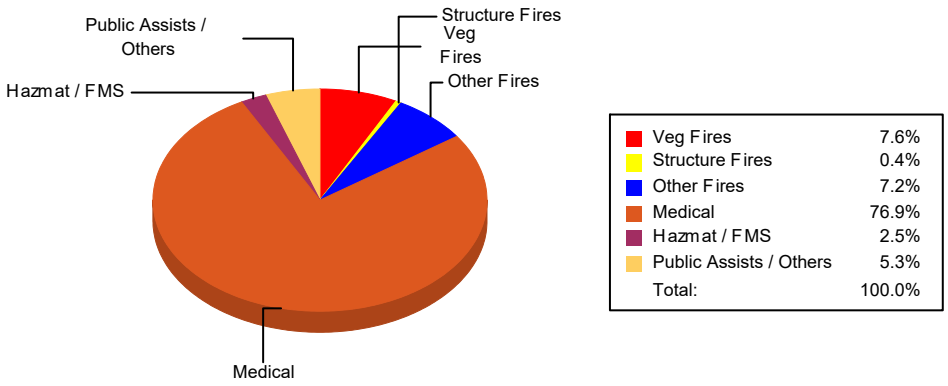
		MED	T/C	HAZ-CON	P/A	OTH	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	MEDC2
CABTU	**B2102**	0	0	0	0	0	0	1	0	0	0	0	0
	B2105	0	1	0	0	0	0	0	0	0	0	0	0
	B2106	0	2	0	0	0	0	0	0	0	0	0	0
	B2107	1	0	0	0	0	1	0	0	0	0	0	0
	B2115	0	1	0	0	0	0	1	0	0	0	0	0
	B2116	0	1	0	0	0	1	1	0	0	0	0	0
	B2117	0	2	0	0	0	0	1	0	0	1	1	0
	B2120	0	0	0	0	1	0	0	0	0	0	0	0
	CH2102	0	0	0	0	0	0	0	1	0	0	0	1
	D2103	0	0	1	0	0	0	1	0	0	0	0	0
	D2106	0	0	0	0	0	1	0	0	0	0	0	0
	E2165	1	0	0	0	0	0	0	0	0	0	0	0
	E2167	0	0	0	0	0	0	0	0	0	0	0	1
	E2169	6	0	2	1	0	0	9	0	0	0	0	0
	E2180	11	2	1	1	0	0	5	1	0	0	0	1
	E2191	2	0	0	1	0	0	0	0	0	0	0	0
	E2196	0	0	0	0	0	0	0	0	0	0	1	0
	E4271	1	0	0	0	0	0	0	0	0	0	0	0
	P2121	0	0	0	0	6	0	1	0	0	2	0	0
	P2122	0	0	0	0	1	0	1	0	0	0	0	0

		MED	T/C	HAZ-CON	P/A	OTH	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	MED OB
CABTU	**P2123**	0	0	0	0	1	0	3	0	0	1	0	0
	PIO2150	0	1	0	1	0	0	0	0	0	0	0	0
	PIO2152	0	0	0	0	0	0	1	0	0	0	0	0
	PIOADVSE	0	0	3	0	0	1	8	2	0	1	1	1
	PRVADVSE	0	0	3	0	0	0	8	1	2	1	1	1
	PRVDO	0	0	0	0	0	0	1	0	0	0	0	0
	S2103	0	0	1	0	0	0	2	1	0	0	0	0
	T2107	0	0	0	0	0	0	1	0	0	0	0	0
	T2108	0	0	1	0	0	0	3	0	0	0	0	0
	TD2140	0	0	0	0	0	0	3	0	0	0	0	0
	Total	22	10	12	4	9	4	51	6	2	6	4	5

Battalion 9 Total Responses
8/1/2025 to 8/31/2025

	Veg Fires	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists /	Total
B9A	6	0	6	7	3	0	22
B9B	8	1	6	7	1	0	23
E391	16	0	1	18	0	1	36
E91	11	0	21	414	7	17	470
E92	16	2	20	131	8	22	199
Total	57	3	54	577	19	40	750

Number of Incidents / Incident Type



Incident Activity by Station
8/1/2025 To 8/31/2025

	Total
Total	0