



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**September 17, 2024
REGULAR MEETING
OPEN SESSION 4:30 PM
AGENDA**

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

No Closed Session items this meeting.

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. BUTTE COUNTY TAX MEASURE PRESENTATION

Butte County officials will present information regarding their proposed sales tax measure that will be on the November ballot.

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

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

ACTION REQUESTED –

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

2. RESOLUTION IN SUPPORT OF PROPOSITION 36, THE HOMELESSNESS, DRUG ADDICTION AND THEFT REDUCTION ACT

The City Council shall consider adopting a resolution in support of Proposition 36, a ballot initiative being called the Homelessness, Drug Addiction and Theft Reduction Act.

ACTION REQUESTED - ADOPT RESOLUTION AND AUTHORIZE THE MAYOR TO SIGN.

3. SUPPORT LETTER FOR PROPERTY INSURANCE POLICY CHANGES IN CALIFORNIA

At the request of Council Member Thomson, with support from Council, the City Council shall consider approving a letter in support of property insurance policy changes in California.

ACTION REQUESTED - APPROVE LETTER IN SUPPORT FOR PROPERTY INSURANCE POLICY CHANGES IN CALIFORNIA; AND AUTHORIZE ALL COUNCIL MEMBERS TO SIGN.

4. CONSIDERATION OF A RESOLUTION DECLARING CITY OWNED PROPERTY LOCATED AS EXEMPT SURPLUS LAND AND MAKING ASSOCIATED FINDINGS

The City Council shall consider approving a resolution declaring the City-owned property listed below as Exempt Surplus Land and make associated findings.

-3235 Burlington Ave., (APN 035-096-004) .13 acres.

The attached resolution makes certain findings and declares the parcel as exempt surplus with reference to the sections of Government Code authorizing the exemption.

ACTION REQUESTED - ADOPT RESOLUTION NO. 9316 - A RESOLUTION DECLARING THE PROPERTY LOCATED AT 3235 BURLINGTON AVENUE (APN 035-096-004) AS EXEMPT SURPLUS LAND AND MAKING ASSOCIATED FINDINGS

5. SUB-RECIPIENT AGREEMENT FOR 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE CATALYST DOMESTIC VIOLENCE

The City Council shall consider A Sub-Recipient Agreement with Catalyst Domestic Violence Services, in the amount of \$100,000, through the 2024 Community Development Block Grant Application.

ACTION REQUESTED - ADOPT RESOLUTION NO. 9317 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUB-RECIPIENT AGREEMENT IN THE AMOUNT OF \$100,000, BETWEEN THE CITY OF OROVILLE AND CATALYST DOMESTIC VIOLENCE SERVICES - (AGREEMENT NO. 3523).

6. 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 \$6,415, for Police Services relating to the 2024 Oroville Hmong New Year Festival, to be held October 12th and 13th 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 2024 OROVILLE HMONG NEW YEAR FESTIVAL.

7. CONVERT COLLECTIONS SYSTEMS OPERATOR III POSITION TO COLLECTIONS SYSTEMS OPERATOR II

The City Council shall consider a request to convert the currently allocated Collections Systems Operator III position to a Collections Systems Operator II.

ACTION REQUESTED - APPROVE THE CONVERSION OF THE BUDGETED COLLECTIONS SYSTEM OPERATOR III POSITION TO A COLLECTIONS SYSTEMS OPERATOR II.

8. NAACP BUTTE COUNTY 4TH ANNUAL INVITATION AND REQUEST TO PURCHASE TABLE

The City Council shall consider purchasing a table to attend the 4th Annual NAACP Dinner for \$700.00.

ACTION REQUESTED - APPROVE PURCHASE OF TABLE FOR \$700.00.

9. APPROVAL OF THE SEPTEMBER 3, 2024 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the Regular Meeting Minutes of September 3, 2024.

ACTION REQUESTED - APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

10. LETTER OF SUPPORT OF THE NORTHWEST LINEMAN COLLEGE TO THE CALIFORNIA DEPARTMENT OF MOTOR VEHICLES

The City Council shall consider approving the attached letter of support.

ACTION REQUESTED - APPROVE THE ATTACHED LETTER OF SUPPORT AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

11. OROVILLE POLICE DEPARTMENT COMMUNITY NAVIGATOR POSITION

The City Council shall consider the adoption of a community navigator position to assist the Oroville Police Department with outreach, providing services and policing those affecting the quality of life in the City of Oroville.

ACTION(S) REQUESTED -

1. **APPROVE THE POSITION OF COMMUNITY NAVIGATOR JOB DESCRIPTION; AND**
2. **DELETE TWO MUNICIPAL LAW ENFORCEMENT ALLOCATIONS; AND**
3. **ADD TWO COMMUNITY NAVIGATOR ALLOCATIONS AT THE SAME PAY SCALE AS THE MUNICIPAL LAW ENFORCEMENT**

12. NEW PAY SCALE FOR THE MUNICIPAL LAW ENFORCEMENT OFFICERS, OPOA NON-SWORN UNIT

The City Council shall consider the adoption of a new pay scale for the Municipal Law Enforcement officers (MLE), Non-Sworn Units (OPOA), and placement of MLE's into the pay scale.

ACTION REQUESTED – ADOPT NEW PAY SCALE AND AUTHORIZE PLACEMENT OF EMPLOYEES INTO PAY SCALE AS OUTLINED IN THE REPORT

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

No public hearings this meeting.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence

[i.](#) Butte County Affordable Housing Development Corporation - Letter

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on October 1, 2024 at 4:00 p.m.

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

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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

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

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

DATE: SEPTEMBER 17, 2024

SUMMARY

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

BACKGROUND

The City currently has three primary municipal code sections pertaining to trees and their preservation and removal. Section 17.12.060 pertains to tree preservation requirements, Section 17.12.065 pertains to oak tree loss mitigation requirements, and Section 17.48.070 pertains to the City's tree removal permit requirements. Section 17.12.065 "Oak Tree Loss Mitigation" was added to the Oroville Municipal Code in 2015 as part of the larger "Oroville Sustainability Code Updates"; a collection of updates to bring the City's zoning code and planning documents in compliance with the 2030 General Plan that was adopted on June 2, 2009.

These three code sections are intended to work in coordination with each other, however, they currently lack clear and proper cross-referencing, and, in the case of Section 17.12.065 "Oak Tree Loss Mitigation," contain burdensome regulations and a lack of detailed exceptions for routine maintenance or the protection of property and public safety. Based on direction received from the City Council, staff began preparing an update to the City's oak tree mitigation regulations to simplify the overall regulations found within Section 17.12.065 of the OMC.

The City Council initially considered this item at a public hearing on January 2, 2024, and directed staff to prepare minor modifications to the proposed ordinance. A second public hearing was conducted on March 19, 2024, where additional modifications were requested. The final proposed Ordinance was introduced for a first reading and approved by the City Council at their September 3, 2024, City Council meeting.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is minimal fiscal impact associated with the recommended actions.

RECOMMENDATION

- 1. Adopt Ordinance No. 1877 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.12.060 "TREE PRESERVATION", SECTION 17.12.065 "OAK TREE LOSS MITIGATION", AND SECTION 17.48.070 "TREE REMOVAL PERMITS"**

ATTACHMENTS

1. Ordinance No. 1877

Attachment 1

**CITY OF OROVILLE
ORDINANCE NO. 1877**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1: Findings.

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

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

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

17.12.060 RESERVED

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

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

17-12.065 Oak Tree Loss Mitigation

A. Purpose.

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

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

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

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

C. Permits Required.

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

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

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

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

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

17-48.070 Tree Removal Permits

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

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

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

D. Application.

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

E. Required Findings.

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

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

Section 5: Environmental Determination.

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

Section 6: Severability.

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

Section 7: Effective Date.

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on this 17th day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADIMINISTRATOR

**RE: RESOLUTION IN SUPPORT OF PROPOSITION 36, THE
HOMELESSNESS, DRUG ADDICTION AND THEFT REDUCTION ACT**

DATE: SEPTEMBER 17, 2024

SUMMARY

Resolution in support of Proposition 36, a ballot initiative being called the Homelessness, Drug Addiction and Theft Reduction Act.

DISCUSSION

Staff were directed at the August 20, 2024 regular City Council meeting, to bring forward an item in support of Proposition 36, a ballot initiative being called the Homelessness, Drug Addiction and Theft Reduction Act.

FISCAL IMPACT

None

ACTION REQUESTED -

Adopt resolution and authorize the Mayor to sign.

ATTACHMENTS

Resolution.

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9315**

**RESOLUTION IN SUPPORT OF PROPOSITION 36, THE HOMELESSNESS, DRUG
ADDICTION, AND THEFT REDUCTION ACT**

WHEREAS, while Proposition 47 achieved notable success in making California's criminal justice system more equitable, Proposition 47 also led to unintended consequences over the past decade;

WHEREAS, unintended consequences of Proposition 47 include repeat and often organized retail theft, inner-city store closings, and difficulty convincing people to seek drug and mental health treatment;

WHEREAS, these unintended consequences can only be corrected by the voters at the ballot box with modest amendments to Proposition 47;

WHEREAS, Proposition 36 is a bi-partisan measure that provides common sense, targeted reforms to Proposition 47 that legislative proposals alone are unable to deliver;

WHEREAS, rampant retail theft is harming businesses and residents in California because those who commit these crimes know there are minimal consequences, even if they are caught;

WHEREAS, Proposition 36 aims to hold repeat offenders accountable for the safety of our communities, rather than putting them back on the streets;

WHEREAS, the fentanyl crisis has reached alarming levels, and is now responsible for 20 percent of youth deaths in California;

WHEREAS, Proposition 36 will define fentanyl as a hard drug, hold individuals convicted of trafficking fentanyl accountable, and grant judges greater discretion in sentencing drug traffickers;

WHEREAS, breaking the cycle of repeat offenders means addressing the many root causes of retail theft;

WHEREAS, Proposition 36 provides critical mental health, drug treatment services, and job training within our justice system for people who are homeless and suffering from mental illness or struggling with substance abuse; and

WHEREAS: it's time for meaningful reforms to our justice system that ensure our communities are safe.

NOW, THEREFORE, BE IT RESOLVED by the Oroville City Council, that the City Council formally expresses support for Proposition 36 and the benefit that it would provide for our community's safety.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on September 17, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADIMINISTRATOR

RE: SUPPORT LETTER FOR PROPERTY INSURANCE POLICY CHANGES IN CALIFORNIA

DATE: SEPTEMBER 17, 2024

SUMMARY

At the request of Council Member Thomson, with support from Council, Council shall consider approving a letter in support of property insurance policy changes in California.

DISCUSSION

At the August 20, 2024 regular City Council meeting, Council Member Thomson, with support from Council, requested the Council send a letter in support of property insurance policy changes in California to address property insurance availability and costs, which more appropriately take into consideration property locations, defensible space and structure hardening efforts.

FISCAL IMPACT

None

ACTION REQUESTED -

Approve letter in support for property insurance policy changes in California; and
Authorize all Council members to sign.

ATTACHMENTS

Letter in support for changes to be make to property insurance polices in California.



City of Oroville

Oroville City Council

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

September 17, 2024

Insurance Commissioner of California
Attn: Ricardo Lara, Insurance Commissioner
300 Capitol Mall, 17th Floor
Sacramento, CA 95814

Re: Support Letter for Insurance Reform for California Residents

Dear Mr. Lara:

We are writing to express our strong support for reforming property insurance policies for residents in California. The Oroville City Council has witnessed firsthand the severe challenges individuals and families face in obtaining and maintaining affordable property insurance. It is evident that comprehensive reform is necessary to provide affordable, accessible, and reasonable insurance options reflecting property location, defensible space, and structure hardening efforts. The current insurance ratings system is outdated and inadequate.

California has experienced a significant increase in natural disasters, including wildfires and floods, leaving many residents vulnerable and, in some cases, without adequate coverage. Property owners statewide are often classified as high-risk, resulting in policy cancellations and steep premium increases. Current insurance policies often fall short in protecting areas now being categorized as high risk, creating financial hardship and, in extreme cases, displacing families.

Insurance reform must address these issues by accurately reflecting the true risk of properties. Revised pricing models and risk assessments should better categorize properties based on actual risk, while making insurance more affordable for residents. This includes those in high-risk areas who have proactively implemented risk-reducing measures. Additionally, policies should require greater transparency from insurance companies, allowing residents to make informed decisions and ensuring premiums are fair and reflective of actual risk. Incentives for homeowners to take preventative actions, such as fireproofing their homes, should also be considered to reduce overall risk and insurance costs.

September 12, 2024

Page 1

The need for policy changes is urgent and critical. As property owners adapt to increasing natural disaster risks by making necessary improvements, those in low-risk areas should not face penalties simply due to their property being in California. Without prompt reform, housing costs will continue to rise unsustainably.

Thank you for considering these vital concerns. I urge you to act swiftly to implement insurance reforms that will benefit all California residents.

Sincerely,

David Pittman
Mayor, City of Oroville

Eric Smith
Vice Mayor

Janet Goodson
Council Member

Tracy Johnstone
Council Member

Krysi Riggs
Council Member

Scott Thomson
Council Member

Shawn Webber
Council Member

CC: Oroville City Council Members
Honorable Doug LaMalfa
Honorable James Gallagher
Honorable Brian Dahle
Honorable Gavin Newsom

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, DIRECTOR
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT
DAVID G. RITCHIE, ASST. CITY ATTORNEY**

**RE: CONSIDERATION OF A RESOLUTION DECLARING CITY OWNED
PROPERTY LOCATED AS EXEMPT SURPLUS LAND AND MAKING
ASSOCIATED FINDINGS**

DATE: SEPTEMBER 17, 2024

SUMMARY

The City Council may consider approving a resolution declaring the City-owned property listed below as Exempt Surplus Land and make associated findings.

- 3235 Burlington Ave., (APN 035-096-004) .13 acres

The attached resolution makes certain findings and declares the parcel as “exempt surplus land” with reference to the section of the Government Code authorizing the exemption.

DISCUSSION

In order to satisfy the requirements for such a declaration that the property is *exempt surplus* land, the City Council must make certain findings. Government Code Section 52441(f)(1)(B) allows surplus land to be declared as exempt from the Surplus Land Act if that land is less than one-half acre in area and is not contiguous to land owned by the state or local agency that is used for open space or low- and moderate-income housing purposes. The City may then dispose of the property at fair market value and under conditions that the City deems to be best suited to the provision of such housing.

The above-listed property meets the criteria of Government Code 52441(f)(1)(B) and a Resolution making the appropriate findings is submitted with City staff’s recommendation for Council adoption.

FISCAL IMPACT

No General Fund Impact

RECOMMENDATIONS

Adopt Resolution No. 9316 - A RESOLUTION DECLARING THE PROPERTY LOCATED AT 3235 BURLINGTON AVENUE (APN 035-096-004) AS EXEMPT SURPLUS LAND AND MAKING ASSOCIATED FINDINGS

ATTACHMENTS

Resolution No. 9316

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9316**

**A RESOLUTION DECLARING THE PROPERTY LOCATED AT 3235 BURLINGTON
AVENUE, APN 035-096-004 AS EXEMPT SURPLUS LAND AND MAKING
ASSOCIATED FINDINGS**

WHEREAS the City of Oroville owns a parcel (.13 acres on the parcel detail, shown as .11 Acres on the parcel map) located at 3235 Burlington Ave., APN 035-096-004; and

WHEREAS Government Code Section 54221(f)(1)(B) authorizes a City to declare property of less than one-half Acre, that is not contiguous to land owned by the state or other local agency that is used for open space or low- and moderate-income housing purposes, to be disposed of as “Exempt Surplus Land”; now

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

1. The City Council of the City of Oroville finds that the vacant .13 Acre parcel owned by the City and located at 3235 Burlington Ave., APN 035-096-004 is less than one-half acre in area, and not contiguous to land owned by a state or local agency that is used for open space or low and moderate income housing purposes, as defined in Government Code Section 54221(e).
2. That the City Council of the City of Oroville declares the .13 Acre parcel owned by the City and located at 3235 Burlington Ave., APN 035-096-004, in Oroville CA as “Exempt Surplus Land” pursuant to Government Code section 54221(f)(1)(B).
3. That the City Council of the City of Oroville, hereby authorizes and directs staff to take all steps necessary and required to proceed with disposition of the property; and to bring forth the agreement for purchase and sale or otherwise for disposal of the property to the City Council for final approval.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on September 17, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

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

**RE: SUB-RECIPIENT AGREEMENT FOR 2024 COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PUBLIC SERVICE CATALYST DOMESTIC
VIOLENCE**

DATE: SEPTEMBER 17, 2024

SUMMARY

The Council shall consider A Sub-Recipient Agreement with Catalyst Domestic Violence Services, in the amount of \$100,000, through the 2024 Community Development Block Grant Application.

DISCUSSION

On July 16, 2024 the City Council approved the Public Service, Catalyst Domestic Violence as one the activities to be submitted with the 2024 State Community Development Block Grant application.

In order to score more points in the “readiness” category, the CDBG Program requires an executed Sub-Recipient Agreement between the City and the Public Services. Therefore, staff is requesting that City Council approve a Sub-Recipient Agreement for Catalyst Domestic Violence. This agreement term would be for 2 years, and 9 months from the Standard Agreement execution date. If the City is not successful in obtaining this funding, the agreement would be cancelled.

FISCAL IMPACT

There is no General Fund Impact. The budget for the public service will be established when the Grant Agreement is awarded.

RECOMMENDATION

Adopt Resolution No. 9317 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUB-RECIPIENT AGREEMENT IN THE AMOUNT OF \$100,000, BETWEEN THE CITY OF OROVILLE AND CATALYST DOMESTIC VIOLENCE SERVICES - (Agreement No. xxxx).

ATTACHMENTS

Resolution 9317
Agreement 3523

**CITY OF OROVILLE
RESOLUTION NO. 9317**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUB-RECIPIENT AGREEMENT IN THE AMOUNT OF \$100,000, BETWEEN THE CITY OF OROVILLE AND CATALYST DOMESTIC VIOLENCE SERVICES

(Agreement No. 3523)

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

1. The Mayor is authorized and directed to execute a Sub-Recipient Agreement between the City of Oroville and Catalyst Domestic Violence Services for \$100,000 to supplement costs associated with the ongoing operations. A copy of the Agreement is attached hereto as Exhibit "A"; and
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on September 17, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

SUBRECIPIENT AGREEMENT

**AGREEMENT BETWEEN CITY OF OROVILLE
AND
CATALYST DOMESTIC VIOLENCE
FOR
DOMESTIC VIOLENCE SERVICES**

Agreement No. 3523

THIS AGREEMENT, entered this 17th day of September, 2024 by and between the **City of Oroville** (herein called the "Grantee") and **CATALYST DOMESTIC VIOLENCE** (herein called the "Sub-recipient"). If the City of Oroville is not awarded 2024 CDBG funding, this contract will be cancelled.

WHEREAS, the Grantee is applying for 2024 State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds for its 2024 Community Development Block Grant (CDBG) Allocation, Public Service activity;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Sub-recipient will be responsible for administering CDBG Grant No. TBD in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery/Goals of Performance

Catalyst Domestic Violence Services include:

Task #1: Provide TRO/Custody Assistance (40 individuals)

Our Advocates aid with temporary restraining orders daily by appointment. Advocates receive ongoing training regarding legal assistance through community trainings, webinars, and local family law attorneys. In addition, we refer participants to the self-help clinic (SHARP) and Community Legal Information Center (CLIC), a program of CSU Chico, when appropriate. We also have a relationship with a private attorney who has donated pro bono hours to Participants with complex cases including custody related issues

Task #2: Provide Court and/or Mediation Accompaniment (25 individuals)

Accompaniment services are provided to participants scheduled to appear in court or mediation. We maintain a weekly presence in Court and the judicial officers recognize and refer to us consistently.

Task #3: Provide Therapeutic Counseling Services (55 individuals)

Individual and support group therapy is available at all our sites. Catalyst's counseling program helps victims, and their children, deal with the long-term effects of domestic and sexual violence in their lives. This service is provided by Licensed Marriage and Family Therapists and Master's level Counseling Interns.

Task #4: Provide Emergency Transportation (20 individuals)

Catalyst staff and volunteers, sometimes with the assistance of law enforcement, provide emergency transportation to HAVEN, our emergency shelter. Our Oroville drop-in site is located on a bus line so participants without transportation are able to access services. Catalyst also maintains an inventory of local and regional bus passes for survivors to access when needed.

Task #5: Provide In-Person Crisis Assistance (100 individuals)

In person crisis assistance services and community referrals are provided through our programs at our Oroville drop-in center by trained staff and volunteers. The Oroville site is centrally located on a bus line so Participants without transportation are able to access services. The office is open Monday-Thursday, 9:00am-5:00pm and Fridays 9:00am-1:00pm.

Task #6: Provide Phone Crisis Assistance (100 individuals)

The agency provides a twenty-four-hour crisis phone line for victims of intimate partner and sexual violence. It is through this crisis line, as well as the phone assistance through the local Oroville Drop-in Center, that community members can seek crisis counseling or other direct services.

Task #7: Provide Sexual Assault Crisis Support (25 individuals)

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low-and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-recipient certifies that the activities carried out under this Agreement will meet the National Objective to benefit low-and moderate-income persons. The National Objective will be met because CDBG program funds will be used to provide services to a limited-clientele of victims of domestic violence.

C. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient

within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start in approximately May 2025 (contract execution date and end 2 years, 9 months from contract execution date. (approx. February 2028) The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

The following is an annual \$36,364 budget for 2-year, 9-month budget. Total \$100,000.

Expense Category	Total Budget	CDBG Funded	Agency Funds/Other	Other Fed Funds	State/Local Funds
Salaries	135,000	20,246	8,676	106,078	
Fringe	30,000	5,944	1,949	22,107	
Office Supplies	1,000	239	261	500	
Postage	300			300	
Program Supplies	1,080		380/100	500	100
Direct Client Services	1,200	1,021		179	
Telephone	3,600	960	400	2,000	240
Utilities	2,400	1,560		840	
Rent	3,720	3,720			
Printing	2,400		600	1,200	600
Liability Insurance	3,000	1,474	526	500	500
Clinical Supervision	1,200	1,200			
Travel	2,400		400	2,000	
Audit Accounting	2,400		2,000		400
Total	189,700	36,364	15,192/100	136,204	1,840
Personnel Services					
<u>Position</u>	<u>Annual Salary</u>	<u>Annual Fringe</u>	<u>Total Annual</u>	<u>% CDBG</u>	<u>Total Position Cost</u>
Advocate	38,563	12,082	50,645	40%	20,258
Therapist	48,204	11,118	59,322	10%	5,932
TOTALS					26,190

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget

breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Sub-recipient.

IV. **PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$100,000. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. **NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representative.

Grantee

City of Oroville
Attn: Amy Bergstrand
1735 Montgomery St.
Oroville, CA 95965

Subrecipient

Catalyst Domestic Violence
Attn: Anastacia Snyder
P.O. Box 4184
Chico, CA 95927

VI. **SPECIAL CONDITIONS**

None.

VII. **GENERAL CONDITIONS**

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and

local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Sub-recipient is an independent contractor.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Sub-recipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub-recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Sub-recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee’s governing body. Such amendments

shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken.
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.
- c) Records required to determine the eligibility of activities.
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

Disclosure

The Sub-recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Closeouts

The Sub-recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

5. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub-recipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. A copy of each report shall be provided by the Sub-recipient to the Grantee in a timely fashion. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee

at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments., payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program income balances available in Sub-recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

5. State CDBG Report(s)

The Sub-recipient shall submit any required status reports to the State. A copy of each report shall be provided by the Sub-recipient to the Grantee in a timely fashion.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the Town's municipal boundary with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.]

The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for

compliance with that portion of the regulations in force during the term of this Agreement. The 504 Coordinator is designated as Jennifer Halferty, Executive Director, Mammoth Lakes Housing, Inc.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, including marketing, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the

Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Sub-recipient and any of the Sub-recipient’s sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipient and any of the Sub-recipient’s sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing

rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a) Approvals: The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

- b) Monitoring: The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Sub-recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:
- d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. NEPA Compliance

The Sub-recipient shall prepare the required National Environmental Policy Act (NEPA) documentation consistent with 42 USC 4321-4347 and the implementing regulations at 24 CFR 50 and 58. The Sub-recipient shall provide the required NEPA documentation to the State and the original documentation to the Grantee.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Oroville:

Catalyst Domestic Violence

By _____
David Pittman, Mayor

By _____
Anastacia Snyder, Director

Approved as to Form:

Attest:

By _____
Scott E. Huber, City Attorney

By _____
Brian Ring, City Administrator



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CHIEF OF POLICE

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

DATE: SEPTEMBER 17, 2024

SUMMARY

The Council shall consider a fee waiver request from the Oroville Hmong New Year Festival Committee, in the amount of \$6,415, for Police Services relating to the 2024 Oroville Hmong New Year Festival, to be held October 12th and 13th at the Nelson Avenue Sports Complex.

DISCUSSION

On October 12th and 13th 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-three 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 2023, the Hmong community paid \$3,164.00 for Police Services for the New Year celebration. This fee was based upon the Police Department supplying nine Officers over the two day celebration for a total of 80 hours. The hourly rate was \$113.00 per hour. The Police Department cost for providing this service in 2023 was \$9,040.00. The Council authorized a discount of 65%, which resulted in the lower rate being collected.

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 2024

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

RECOMMENDATIONS

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 2024 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

Item 6.

Oroville Hmong New Year Festival 2024-2025

August 27, 2024

To: City of Oroville

Re: Oroville Hmong New Year Festival 2024-2025

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 12th and 13th, 2024 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 orvillehmongnewyear@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 AND COUNCIL MEMBERS

FROM: FRED MAYO, DIRECTOR OF PUBLIC WORKS

**RE: CONVERT COLLECTIONS SYSTEMS OPERATOR III POSITION
TO COLLECTIONS SYSTEMS OPERATOR II**

DATE: SEPTEMBER 17, 2024

SUMMARY

The Council shall consider a request to convert the currently allocated Collections Systems Operator III position to a Collections Systems Operator II.

DISCUSSION

Included in the Fiscal Year 2024/25 budget was the addition of the Collections Systems Operator III position. Staff have determined that funding a Collections Systems Operator II position would better meet the needs of the department, and are requesting that the budgeted allocation be changed from a Collections Systems Operator III to a Collections Systems Operator II.

FISCAL IMPACT

This change will result if modest savings in Fiscal Year 2024/25.

RECOMMENDATION

Approve the conversion of the budgeted Collections System Operator III position to a Collections Systems Operator II.

ATTACHMENTS

None.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: JANET GOODSON, COUNCIL MEMBER

**RE: NAACP BUTTE COUNTY 4TH ANNUAL INVITATION AND REQUEST
TO PURCHASE TABLE**

DATE: SEPTEMBER 17, 2024

SUMMARY

The City Council shall consider purchasing a table to attend the 4th Annual NAACP Dinner for \$700.00.

DISCUSSION

None

FISCAL IMPACT

To be paid for with _____ fund dollars.

ACTION REQUESTED -

ACTION REQUESTED - APPROVE PURCHASE OF TABLE FOR \$700.00.

ATTACHMENTS

NAACP 4th Annual Invitation



Dear Members of the Oroville City Council,

September 2, 2024

I hope this message finds you well. I am writing to extend a heartfelt invitation to you for the upcoming 4th NAACP Butte County Black & White Gala & Awards Event. This special evening will take place on Saturday, October 5th at the Oroville Southside Community Center and we would be honored to have your presence.

The Gala is a celebration of the remarkable achievements and contributions of individuals and organizations within our county. Our keynote speaker is none other than Rick Callender, the President of the NAACP California & Hawaii region and a proud alumnus of the California State University of Chico.

Your attendance would not only show support for the NAACP's mission of promoting equality and justice but also demonstrate your commitment to recognizing and uplifting the efforts of those who strive to make our community a better place. It will be an evening filled with inspiring stories, meaningful connections, and a shared vision for a brighter future.

We sincerely hope you can join us for this memorable event. Please RSVP by September 17th to ensure we can properly accommodate you. Tickets are available on our website: naacpbuttecounty1029b.com. For VIP table seating (8 people), please contact Pastor David Goodson @ (530) 828-9759.

Thank you for your continued dedication to our community. We look forward to celebrating with you.

Sincerely,

*Janet Goodson, President
NAACP Butte County 1029-B
naacpbuttecounty1029b.com
(530) 566-3680*

NAACP

Butte County Branch 1029-B

Hosts 4th Annual

Black & White Gala & Awards Event

"Accelerating Change Despite the Odds"

Saturday, October 5, 2024

Black Tie Event

Doors Open - 5:30 PM

Program & Dinner - 6:00 PM to 9:00 PM

SOUTHSIDE COMMUNITY CENTER

2959 Lower Wyandotte Rd.

Oroville, Ca 95966



\$75 Per Person

Tickets can be purchased at

naacpbuttecounty1029b.com/events

\$700 VIP Table

Can be purchased by contacting Rev. David Goodson @ 530-828-9759
(includes reserved seating for 8, 2 bottles of wine, 8 raffle tickets)



**September 03, 2024
REGULAR MEETING
MINUTES**

The agenda for this meeting was posted on Friday, August 30, 2024 at 4PM. The video from this meeting can be found at www.cityoforoville.org or on our YouTube channel.

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The following member of the public submitted public comment on this item: The CameraMan.

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957.6, the Council met with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All Represented Units.
2. Pursuant to Government Code section 54956.9(a), the Council met with the City Administrator, and the City Attorney relating to existing litigation: Albanese v. City of Oroville, United States District Court, Eastern District of California, Case No.2:22-cv-01131.

OPEN SESSION

1. Announcement from Closed Session – Direction given, no reportable 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) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

PRESENTATIONS AND PROCLAMATIONS

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

The City Council adopted Resolution No. 9313 recognizing Carl "Bud" Bolt for his lifetime of dedication and service to the Oroville community.

Motioned by: Council Member Riggs

Seconded by: Council Member Goodson

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

NOES: None

ABSENT: None

ABSTAINED: None

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: The CameraMan, Rhonda Magnusson, Brian Wong, Bonnie Malone, Chris Simmons, Bill Speer, and TJ Jensen.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports:

Council Member Webber: Thanked the Police Department, Code Enforcement, and Public Works for their excellent work recently. Gave “kudos” to new Assistant Director of Public Works, Alyssa Stutz. Lastly, Council Member Webber spoke on an upcoming “Community Conversation” event on why he, and various other leaders in the community support Prop 36.

Council Member Goodson: Also thanked Code Enforcement staff for all of their work recently in the Southside Community. She asked Ron Belser, Director of Code Enforcement to provide a verbal update on the AVA program in regard to what it entails, and the purpose of said program.

Vice Mayor Smith: Reminded those in attendance that the Salmon Festival is scheduled to occur on September 20, 2024.

2. Administration Reports –

Brian Ring, City Administrator: Provided the Council with an update on the latest Executive Committee meeting and Opioid funding to help fund a Community Navigator position with the Police department. There will be an ordinance brought to City Council at a later date mirroring the City of Hemet ordinance in regard to camping in Public spaces.

Ron Belser, Director of Code Enforcement: Provided the Council with an update on Code Enforcement statistics for the month of August 2024.

CONSENT CALENDAR

Consent calendar **items 1 – 6** were adopted in one action by the Council. Consent Calendar approval was

Motioned by: Council Member Goodson

Seconded by: Vice Mayor Smith

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

NOES: None

ABSENT: None

ABSTAINED: None

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

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

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

2. NORTHSTAR – CONTRACT EXTENSION

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

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

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

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

The City Council approved a Letter of Support for the Konkow Valley Band of Maidu Indians in the Tribe's efforts to obtain federal recognition.

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

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

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

Item 9.

The City Council approved the Regular Meeting Minutes from August 20, 2024.

REGULAR BUSINESS

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

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

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

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

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

NOES: None

ABSENT: None

ABSTAINED: None

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

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

The City Council discussed current and future sales and use of fireworks within the City and provided direction to staff for this item to be brought back at a later date.

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

Alyssa Stutz, Assistant Director of Public Works presented this item to the City Council.

The City Council approved an event with the Oro Dam Cruisers for a Drive-In Movie Night at the Oroville Airport on Saturday, October 12, 2024 by the following vote:

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

NOES: None

ABSENT: Council Member Thomson and Vice Mayor Smith

ABSTAINED: None

10. OROVILLE POLICE DEPARTMENT PUBLIC INFORMATION OFFICER POSITION

Jess Darnell, Assistant Chief of Police presented this item to the City Council.

The City Council approved the addition of a Public Information Officer (PIO) position within the Oroville Police Department. The addition of the PIO position will greatly assist the Oroville Police Department in communicating with the Oroville community. This was approved by the following vote:

Motioned by: Council Member Goodson

Seconded by: Council Member Riggs

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

NOES: None

ABSENT: Vice Mayor Smith

ABSTAINED: None

11. AWARD OF CONTRACT; MONTGOMERY ST. RESURFACING PROJECT

Alyssa Stutz, Assistant Director of Public Works presented this item to the City Council.

The City Council awarded a contract (contingent on the pipes being checked for issues/errors) to Pavement Coatings Company of Sacramento for the Montgomery Street Resurfacing Project in the amount of \$778,906.05; allocated \$77,890.61 for contingencies; and authorized the City Administrator to execute the contract by the following vote:

Motioned by: Council Member Thomson

Seconded by: Council Member Goodson

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

NOES: None

ABSENT: Vice Mayor Smith

ABSTAINED: None

12. AWARD OF CONTRACT; MYERS ST. RESURFACING PROJECT

Alyssa Stutz, Assistant Director of Public Works presented this item to the City Council.

The City Council awarded a contract (contingent on the pipes being checked for issues/errors) to Pavement Coatings Company of Sacramento for the Myers Street Resurfacing Project in the amount of \$337,162.50; allocated \$33,637.50 for contingencies; and authorized the City Administrator to execute the contract by the following vote:

Motioned by: Council Member Thomson

Seconded by: Council Member Goodson

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

NOES: None

ABSENT: Vice Mayor Smith

ABSTAINED: None

13. REAPPOINTMENT TO THE HOUSING LOAN ADVISORY COMMITTEE

Kayla Reaster, Assistant City Clerk presented this item to the City Council.

The City Council shall reappointed Chris Logue to the Housing Loan Advisory Committee (HLAC) with a term ending September 3, 2026 by the following vote:

Motioned by: Council Member Goodson

Seconded by: Council Member Webber

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

NOES: None

ABSENT: Vice Mayor Smith

ABSTAINED: None

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

Item 9.

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

Connor Musler, Contract Planner presented this item to the Council.

The following member(s) of the public submitted public comment on this item: Bill Speer and Linda Draper.

The City Council approved Ordinance No. 1877 - An Ordinance Of The City Council Of The City Of Oroville Amending Section 17.12.060 "Tree Preservation", Section 17.12.065 "Oak Tree Loss Mitigation", And Section 17.48.070 "Tree Removal Permits"; and

Adopted Resolution No. 9213 - Amending the City's Master Schedule of User and Regulatory Fees by adding an Oak Tree Mitigation in-lieu fee to the Planning Fees by the following vote:

Motioned by: Council Member Goodson

Seconded by: Council Member Webber

Motioned by: Council Member Goodson

Seconded by: Council Member Webber

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

NOES: None

ABSENT: Vice Mayor Smith

ABSTAINED: None

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

None.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
 - i. Postcard from Christell Burnett
 - ii. Housing Authority NOFA Notification
 - iii. Application for Alcohol Beverage Licenses

ADJOURN THE MEETING

The meeting as adjourned at 7:25PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor



CITY OF OROVILLE STAFF REPORT

TO: COUNCIL MEMBERS

FROM: MAYOR PITTMAN, MAYOR

**RE: LETTER OF SUPPORT OF THE NORTHWEST LINEMAN COLLEGE
TO THE CALIFORNIA DEPARTMENT OF MOTOR VEHICLES**

DATE: SEPTEMBER 17, 2024

SUMMARY

The City Council shall consider approving the attached letter of support.

DISCUSSION

None

FISCAL IMPACT

None

**ACTION REQUESTED - APPROVE THE ATTACHED LETTER OF SUPPORT AND
AUTHORIZE THE MAYOR TO SIGN.**

ATTACHMENTS

Letter of Support



City of Oroville

OFFICE OF THE MAYOR

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

David Pittman
Office of the Mayor

Director Steve Gordon

California Department of Motor Vehicles

2415 1st Avenue Mail Station F101

Sacramento California 95818-2606

September 17, 2024

Re: Letter of Support

Sir,

I as a City representative participated in recent meeting called by Northwest Lineman College Monday 9/9 @ 2 pm. President Pony Kruger and Director of Operations Kami Duntsch, and their contract truck driving staff explained a significant issue for the College. The college has been offering the option of Commercial Driver's License (CDL) training to students that wanted to add the CDL to their employability. Oroville Department of Motor Vehicle office has offered necessary DMV examiners on Fridays and Saturdays for these student candidates for CDL, offering appointments for 4 students each day. Recently the Saturday appointments were cancelled due to budget cuts.

Northwest Lineman College now sees the need to include the CDL training and license to all its students for graduation. Each class has 250 to 300 students for the 15-week periods; consequently, only having 1 day each week for 4 student practical examinations is not enough to satisfy all the students with the proper CDL license.

We are asking for your help for our Northwest Lineman College goal of providing CDL for all its students here in Oroville. If no solution is discovered by the April 2025 class, the college will have to leave California and relocate to another campus in another state. This would be devastating to City of Oroville and Butte County losing the 1,000 students that reside here each year. We are hoping for possible temporary administrative solution or if necessary, any legislative solution you might suggest.

One idea might be for your department to mirror the Employer Testing Program (ETP) for DMV qualified schools suggesting School Testing Program (STP) and enrolling

September 12, 2024

Page 1

Driving School staff in your DMV examiner certificate training. Northwest Lineman College would commit all necessary steps and enroll its instructors into the DMV examiner program. We would be proud to add the 1000 plus CDL licenses through the Oroville DMV office meeting all your standards.

We understand your department has received some devastating budget reductions and we stand ready to consult with you and your staff to seek our goal of keeping the Northwest Lineman College here in Oroville and California.

We thank you for reviewing this situation and look forward to further discussion.

David W Pittman

Mayor, City of Oroville



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: BILL LAGRONE, CHIEF OF POLICE

**RE: OROVILLE POLICE DEPARTMENT COMMUNITY NAVIGATOR
POSITION**

DATE: SEPTEMBER 17, 2024

SUMMARY

The City Council shall consider the adoption of a community navigator position to assist the Oroville Police Department with outreach, providing services and policing those affecting the quality of life in the City of Oroville.

DISCUSSION

The issues that surround homelessness and substance abuse (including opioid addiction) often create problems in the Oroville Community. The City of Oroville along with every other City in California are experiencing an increase in those living unhoused and those suffering from chemical dependency. There are many reasons for a person to be unhoused to include but not limited to chemical dependency, untreated mental health issues and other various circumstances. However, there are a multitude of resources available to assist persons in getting both treatment, housing and services.

Due to the increasing number of unhoused persons with substance abuse addictions in the City of Oroville, the Police Department is seeking the creation the paid position of Community Navigator. The purpose of the Community Navigator will be to connect those individuals suffering from chemical dependency or mental health illnesses while living on the streets with services. The Navigator will act as a liaison between the Department and outreach groups / resources, identifying individuals' needs and linking them to resources available such as shelters, healthcare, substance abuse treatment and job programs. Through compassionate outreach and advocacy, they help individuals access critical support, fostering stability and reducing homelessness and substance abuse in the community.

These positions will allow the Department to have daily outreach in areas where those in need tend to gather. The Navigators would patrol parks, underpasses and heavily saturated areas to offer services and assist people from the streets to appropriate shelter

and treatment centers. The Navigators would provide support to Patrol to deal with those who are seeking services.

Currently, the Oroville Police Department is budgeted for 17 Municipal Law Enforcement Officer (MLE) Positions. The Department wishes to reallocate two MLE position to a Community Navigator position. The remaining 15 MLE positions will be adequate to support the mission of the Oroville Police Department.

FISCAL IMPACT

None, will utilize existing funding

RECOMMENDATION

Approve the position of Community Navigator job description; and
Delete two Municipal Law Enforcement allocations; and
Add two Community Navigator allocations at the same pay scale as the Municipal Law Enforcement

ATTACHMENTS

Community Navigator Job Description

City of Oroville

COMMUNITY NAVIGATOR

DEFINITION

The Community Navigator will play a vital role in bridging the gap between the local community and transient populations and those impacted by substance abuse. The Community Navigator will serve as a liaison, facilitating communication, understanding, and collaboration between these groups. The primary objective of the Community Navigator will be to foster positive relationships, address concerns, and support the integration of transient individuals and those impacted by substance abuse into the community.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative, general direction from the Chief of Police

This classification has no direct supervisory responsibilities but may provide technical assistance / guidance to others.

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

- Community Engagement: Actively engage with both the local community and transient populations and those impacted by substance abuse to understand their needs, concerns, and aspirations.
- Relationship Building: Develop and maintain strong relationships with community members, local businesses, service providers, transient individuals and those impacted by substance abuse to facilitate mutual understanding and cooperation.
- Advocacy: Advocate for the rights and interests of transient populations and those impacted by substance abuse within the community while also advocating for community concerns to be addressed by relevant stakeholders.
- Resource Referral: Provide information and referrals to transient individuals and those impacted by substance abuse regarding available community resources, including housing assistance, healthcare services, employment opportunities, and social support networks.
- Conflict Resolution: Mediate conflicts and disputes between transient individuals, those impacted by substance abuse and community members in a fair and impartial manner, promoting peaceful resolution and mutual respect.

- **Education and Awareness:** Conduct educational workshops and outreach activities to raise awareness and foster empathy within the community towards transient populations and those impacted by substance abuse, dispelling myths and stereotypes.
- **Data Collection and Reporting:** Collect data on community needs, trends, and challenges related to transient populations and those impacted by substance abuse, and prepare regular reports for stakeholders and funders.
- **Collaboration:** Collaborate with local government agencies, non-profit organizations, faith-based groups, and other stakeholders to develop and implement strategies for effectively addressing the needs of transient populations, those impacted by substance abuse and promoting community integration.
- **Crisis Intervention:** Provide support and assistance to transient individuals and those impacted by substance abuse during times of crisis, such as extreme weather events, emergencies, or sudden displacement.
- **Continuous Learning:** Stay informed about relevant laws, policies, and best practices related to transient populations, those impacted by substance abuse and community development, and actively seek opportunities for professional development and growth

Ability to:

- Effectively communicate, both orally and in writing.
- Have a working knowledge of community resources and services available.
- Coordinate with community members to facilitate resources for unhoused persons.
- Comprehend and discern needs of unhoused persons and those impacted by substance abuse within the Oroville Community, in order to provide adequate resources.
- Have cultural awareness in order to facilitate resources for a diverse population of unhoused persons and those impacted by substance abuse.
- Work with Law Enforcement and Code Enforcement in order to support operations while still providing services to unhoused persons and those impacted by substance abuse.

MINIMUM QUALIFICATIONS

Experience:

3 years of customer service experience.

AND**Education:**

High School diploma or equivalent. AA degree in social work is highly desirable.

OR**Substitution:**

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

Additional Requirements:

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

TYPICAL WORKING CONDITIONS

- Work is performed in an office and field environment.
- Incumbent drives on surface streets and may be exposed to traffic and equipment hazards, adverse weather conditions, temperature and noise extremes, heights, fumes, dusts, odors, toxic or caustic chemicals, pathogenic substances, vibration. Interacts with those experiencing adverse living conditions and those suffering from chemical and alcohol dependency.

TYPICAL PHYSICAL REQUIREMENTS

- Requires the mobility to work in an office and field environment.
- Requires the ability to sit at desk and intermittently walk, stand, run, climb, balance, bend, squat, twist and reach while performing law enforcement duties and lift and/or move more than 50 pounds of weight; perform simple grasping and fine manipulation.
- Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment.
- Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.
- Requires the strength and stamina to perform duties, including but not limited to driving a motor vehicle.

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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND OROVILLE CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, CHIEF OF POLICE

**RE: CONSIDER AND ADOPT THE NEW PAY SCALE FOR THE MUNICIPAL
LAW ENFORCEMENT OFFICERS, OPOA NON-SWORN UNIT**

DATE: SEPTEMBER 17, 2024

SUMMARY

The City Council will consider the adoption of a new pay scale for the Municipal Law Enforcement officers (MLE), Non-Sworn Units (OPOA), and placement of MLE's into the pay scale.

DISCUSSION

For the past year it has been extremely difficult to recruit and retain personnel at the Police Department. The City has traditionally been competitive in our pay structure; due to the length of the prior contract and fast-moving inflation we are no longer competitive. To keep ourselves competitive and retain the Municipal Law Enforcement Officers, we currently employ it is necessary to adjust our pay structure. Staff has worked with the OPOA and developed a structure that will make our department competitive with surrounding agencies. To be competitive with all other employers it is necessary to bring MLE's into the pay scale at Step E. Initially the department will align employees in the pay scale at step E, F or G depending on length of service with the Oroville Police Department. I have attached an example for additional detail and review.

During meetings with the Police Officer Association (POA), it was brought to our attention that the POA was not satisfied with the pay scale as it currently exists. The concern raised is the identical salary schedule between MLE's and Records personnel. The POA believes the work performed by MLE's has more risk and deserves a higher rate of pay.

To alleviate this concern the Department administration discussed this issue with the Executive Committee. The solution to correct the problem is to eliminate Step A of the currently pay scale, move Step B to Step A and add a new Step G. For details see attached pay scale.

The pay scale suggested in based on time in grade with the Oroville Police Department. Once aligned with the new pay scale the employee will progress through the pay scale as outlined in their MOU.

FISCAL IMPACT

XXXXXXXXXXXXXXXXXX

RECOMMENDATION

Adopt new pay scale and authorize placement of employees into pay scale as outlined in the report

New PayScale + 5 percent to provide difference between Records and MLE

A	B	C	D	E	F	G
\$20.96	\$22.00	\$23.10	\$24.26	\$25.47	\$26.75	\$28.09

Initial placement into pay scale

0-18 Months	19 – 36 months	37 plus months
\$25.47	\$26.75	\$28.09



Butte County Affordable Housing Development
Corporation

(530) 895-4474
FAX (530) 895-4459
TDD/TTY (800) 735-2929
2039 Forest Avenue • Chico,
CA 95928

9/4/2024

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

RE: 2020 DR-MHP NOFA— Fogg Avenue Apartments

Dear Mayor Pittman and City Council Members:

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

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

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

Sincerely,

Lawrence C. Guanzon
President



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

