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

February 07, 2023
REGULAR MEETING
CLOSED SESSION 3:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

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

2. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Management Association; Oroville City Employees Association

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. Presentation to Oroville High School Cheer Squad
2. Introduction of Code Enforcement staff to the Council.

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.

CONSENT CALENDAR

Consent calendar **items 1 – 7** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. APPROVAL OF THE MINUTES

The Council may approve the minutes of January 17, 2023

RECOMMENDATION

Approve the minutes of January 17, 2023

2. SECOND READING OF ORDINANCE 1871 ADOPTING THE 2022 CALIFORNIA BUILDING STANDARDS CODE AND ORDINANCE 1872 AMENDING CHAPTER 15 OF THE CITY OF OROVILLE MUNICIPAL CODE

The Council may introduce Ordinance 1871 to adopt the California Building Standards Code and Ordinance 1872 to amend Chapter 15 of the Oroville Municipal Code. Every three years the State of California Building Standards Commission publishes a new Building Standards Code for the State. The Building Standards Code is found in Title 24 of the California Code of Regulations. The triennial code adoption cycle states local jurisdictions shall adopt this code for local enforcement within 180 days after it is published.

RECOMMENDATION

Introduce by title only, waive the second reading, and adopt Ordinance 1871 and 1872 amending Title 15, Division I of the Oroville Municipal Code.

3. PUBLIC UTILITY EASEMENT - OLIVE RANCH APARTMENTS

The Council may consider accepting a public utility easement.

RECOMMENDATION

Staff recommends that the City Administrator be directed to accept the PUE.

4. TASK ORDER AMENDMENT - DOWNER STREET LOT

The Council may consider amending an existing Task Order (TO). The amendment would authorize the preparation of bid documents for a capital project for the removal of underground storage tanks (UST) and the restoration of the lot.

RECOMMENDATION

Staff recommends approval of the amendment.

5. AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR PLACEWORKS, INC. FOR GENERAL PLAN CIRCULATION ELEMENT UPDATE

Authorize the City Administrator, or designee, to sign an amendment to the development agreement for Placeworks, Inc to conduct an update of the Oroville General Plan Circulation Element.

RECOMMENDATION

Authorize the City Administrator, or designee, to sign an amendment to the agreement to extend the existing contract with Placeworks, Inc. to December 31, 2023.

6. COUNCIL SUPPORT LETTER FOR BIOMASS DEVELOPMENT OPPORTUNITY ZONE GRANT APPLICATION BY THE BUTTE COUNTY FIRE SAFE COUNCIL

The City Council may approve the attached letter supporting a grant application by the Butte County Fire Safe Council for development of a Biomass Development Opportunity Zone designation (BDO Zone).

RECOMMENDATION

Staff recommends the Council authorize the mayor to sign and submit the grant support letter.

7. FORECLOSURE OF 2991 LOWER WYANDOTTE RD.

The City Council may consider initiating foreclosure proceedings related to the City of Oroville's interest in the Deed of Trust against the property located at 2991 Lower Wyandotte Rd., Oroville (APN 013-310-018).

RECOMMENDATION

Adopt Resolution No. 9124 -A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 2991 LOWER WYANDOTTE RD., OROVILLE (APN 013-310-018)

REGULAR BUSINESS

8. APPROVE LEASE AND SUB-LEASE WITH THE OROVILLE RESCUE MISSION FOR MISSION ESPERANZA

The City Council may consider approving lease agreement and a sublease agreement with Oroville Rescue Mission for the Mission Esperanza project located at 4248 Lincoln Blvd., Oroville (APN 035-200-034), for a period of three (3) years.

RECOMMENDATION

Approve Lease Agreement with Oroville Rescue Mission for property 4248 Lincoln St. for the Mission Esperanza project, dated February 7, 2023 for a period of three (3) years.

Approve Sub-Lease Agreement with Oroville Rescue Mission for property 4248 Lincoln St. for the Mission Esperanza project, dated February 7, 2023 for a period of three (3) years.

9. EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BRIAN RING

The Council will consider a 3-year employment agreement between the City of Oroville and Brian Ring as City Administrator, with an annual salary of $204,365.00.

RECOMMENDATION

Adopt Resolution No. 9123 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BRIAN RING TO SERVE AS THE CITY ADMINISTRATOR – (Agreement No. 3444).

10. COUNCIL APPOINTMENT TO COMMITTEES, COMMISSIONS AND BOARDS

The Mayor may appoint Council Members to various Committees, Commissions and Boards or leave assignments the status quo. Once the Mayor has made these assignments, the Council will vote to confirm the assignments.

RECOMMENDATION

Mayor assigns Council Members to various assignments; council discusses assignments and votes to confirm or deny.

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 / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
4. Correspondence
    i. Cal Water Conservation News
    ii. PG&E letter of notice to owners of property within in 1 mile of land owned by PG&E.

ADJOURN THE MEETING

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

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

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

CITY OF OROVILLE
STAFF REPORT

TO: **DAVE PITTMAN AND OROVILLE CITY COUNCIL MEMBERS**

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

RE: **INTRODUCING CODE ENFORCEMENT STAFF TO THE COUNCIL.**

DATE: **FEBRUARY 7, 2023**

SUMMARY

Presentation and introduction of Code Enforcement, recognizing this department for their dedication to the City of Oroville and their continued efforts dealing with quality-of-life issues.

DISCUSSION

Good evening, Mayor Pittman, and Oroville City Council. In January 2022 the City of Oroville City Council authorized the revamping and expansion of the Code Enforcement Department ultimately making Code Enforcement a stand-alone department.

Code Enforcement Duties: Monitor and enforce a variety of codes and ordinances in support of City departments including those related to zoning codes, building codes, housing, public nuisances, State Health & Safety Codes, and other issues relating to health, safety, and welfare of the community; prepares abatement cases for and testifies in public hearings and court proceedings on behalf of the City; and serves as a resource and provides information on City regulations to property owners, residents, businesses, the general public, and other City departments and divisions.

My Code Enforcement team are strong and courageous people who are dedicated to learning and resolving issues within the scope of their duties. They have a positive work ethic, comradery, dedication, and take pride in improving our city.

They have learned to partnership with other city departments and outlying agencies to include Public Works, Animal Control, Municipal Law Enforcement, Housing Navigation, Shelters, Legal Staff, the courts, and the Police Department to solve a variety of quality-of-life issues.

Code Enforcement Technicians: Julio Salcedo, Pa Nhia Vang, Pa Cha Vang, Willow Emberland, Matthew Cervantes, and Chris Billington.

I am beyond proud of my team and their continued accomplishments, the efforts improving

quality of life and love for our city. I would like this group recognized by the City Council.

FISCAL IMPACT None.

RECOMMENDATIONS: Recognize Code Enforcement for their dedication to our city.

ATTACHMENTS

1. Power point Code Enforcement (A series of photos and slides displaying Code Enforcement's accomplishments).

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

January 17, 2023
MINUTES

This agenda was posted on January 13, 2023. This meeting was recorded and may be viewed at cityoforoville.org and on YouTube.

CALL TO ORDER / ROLL CALL

Mayor Pittman opened the meeting at 4:00pm.

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

STAFF: City Administrator Bill LaGrone, Business Assistance and Housing Director Amy Bergstrand, Fire Chief Chris Tenns, Assistant City Clerk Jackie Glover, City Attorney Scott Huber, Building Official Allison Schmidt, Code Enforcement Director Ron Belser, Assistant City Administrator Ruth Duncan, Assistant Community Development Director Dawn Nevers

ADDED ITEM: The following item came to the attention of the city staff subsequent to the posting of the agenda for January 17, 2023 meeting. Pursuant to Government Code Section 54954.2, staff is requesting the Council take action to add the following item:

- Amend the agenda to add closed session item no. 3, as follows:
    - Pursuant to Government Code section 54956.8, the Council will meet with Real Property Negotiators, Acting City Administrator and the City Attorney, regarding the property commonly known as 3265 Glenn Ave, Oroville, CA 95965

Motion by Council Member Thomson and seconded by Council Member Riggs to add item 3 to closed session. Motion passed unanimously.

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

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with the City Administrator, City Attorney and the Personnel Officer related to the following positions: City Administrator

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

3. Pursuant to Government Code section 54956.8, the Council met with Real Property Negotiators, Acting City Administrator and the City Attorney, regarding the property commonly known as 3265 Glenn Ave, Oroville, CA 95965

OPEN SESSION

1. Announcement from Closed Session – Mayor Pittman announced that direction was given; no action was taken.
2. Pledge of Allegiance – Led by Council Member Riggs
3. Adoption of Agenda
    a. Mayor Pittman requested to move a Presentation from Liberian Deputy Minister of Finance Augustus Flomo to the Oroville City Council to presentations on the agenda. There were no objections.

PRESENTATIONS AND PROCLAMATIONS

1. The Council received a presentation from NHA Advisors regarding an Unfunded pension liability update.
2. The Council received a Presentation from Liberian Deputy Minister of Finance Augustus Flomo.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- Linda Draper
- Bill Speer
- The Cameraman

The following individuals spoke on agenda items:

- Allan Dikes – Item 3
- The Cameraman – Item 10, 12
- Chuck Tatreau – Item 13
- Chuck Reynolds – Item 13
- Brian Wong – Item 13
- Carlos Valdez – Item 13
- Bill Speer – Item 15

Mayor Pittman requested a moment of silence for the passing of Ernie Reynolds.

CONSENT CALENDAR

Motion by Council Member Thomson and second by Council Member Riggs to approve the consent calendar items 1-5, 7-8. Motion passed.

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

Motion to reconsider and approve the consent calendar items 1-2, 4-5, 7-8 by Council Member Goodson and second by Council Member Thomson. Motion passed. Items 3, 6, 9, 10 were removed from the consent calendar.

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

ABSTAIN: None
ABSENT: None

1. APPROVAL OF THE MINUTES

The City Council approved the minutes of December 13, 2022, December 20, 2022, January 3, 2023 and January 11, 2023.

2. CHANGE ORDER FOR HOUSING TOOLS PREPARATION OF THE CITY OF OROVILLE HOUSING ELEMENT

The Council authorized a change order to the contract with Housing Tools to prepare the update of the City's Housing Element in an amount not to exceed $11, 289.

4. PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR ANNUAL ADMINISTRATION OF ASSESSMENT DISTRICTS

The Council approved and directed the Mayor to sign a professional services agreement with Harris & Associates to provide annual administration for the City of Oroville's Landscape and Lighting District, Benefit Assessment District and Community Facilities Districts, for fiscal years, 2023/24, 2024/25 and 2025/26.

5. CALPERS RESOLUTION

The City Council approved a resolution for a 180-day exemption for extra help from a retired annuitant.

7. RAINFOREST ART PROJECT AGREEMENT FOR TRANSPORTATION ART PROPOSALS

The Oroville City Council approved an agreement with the Rainforest Art Project in partnership with Caltrans Clean California, Transportation Art Proposals.

8. AIRPORT MANAGER JOB DESCRIPTION

The Council approved the Airport Manager job description.

Council Member Webber recused himself from the meeting due to a family member being employed with the organization related to item 3.

3. ESTABLISH BUDGET FOR ENCAMPMENT RESOLUTION FUNDING GRANT NUMBER 22-ERF-2-L-10006 AND AUTHORIZE EXPENDITURES PRIOR TO RECEIVING GRANT FUNDS

The City Council considered establishing a budget of $2,733,374.11 for Encampment Resolution grant number 22-ERF-2-L-10006.

Additionally, the City Council considered authorizing expenditures prior to receiving grant funding.

Motion by Council Member Riggs and seconded by Council Member Thomson to adopt the ERF budget that was approved by Cal ICH; and approve the advancement of funds to the Mission for ERF purchases and activities up to an amount not to exceed $500,000 (18.3% of the budget), upon approval from Cal ICH to expend funds in advance of the full contract execution. Motion passed.

AYES: Johnstone, Riggs, Thomson, Goodson, Smith, Pittman

NOES: None
ABSTAIN: None
ABSENT: Webber (Recused)

Council Member Webber returned to the meeting.

6. CYBERSECURITY UPGRADES

The Council considered the purchase of new cybersecurity products in the amount of $80,133.20. These funds would come from the Local Fiscal Recovery Funds.

Motion by Council Member Riggs and second by Vice Mayor Smith to authorize staff to purchase the cybersecurity upgrades.

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

9. AUTHORIZATION TO PURCHASE VEHICLES AND EQUIPMENT THAT HAS PREVIOUSLY BEEN APPROVED AND IN THE 2022/2023 FISCAL BUDGET

The Council considered authorizing staff to purchase equipment for the Fire Department, Police Department, and the Public Works Department, that was approved for purchase in the 2022 / 2023 fiscal year budget.

Motion by Council Member Goodson and seconded by Council Member Riggs to authorize staff to make the purchases as listed below, to include the increased cost due to inflation and supply change delays. Motion passed.

1. Authorize the purchase of a Ford F-250 for the Fire Department in an amount not to exceed $80,772.03
2. Authorize the purchase of (2) two bed vaults for Fire Command vehicles in an amount not to exceed $13,000.00
3. Authorize the purchase of (2) two M-Tech Camper shells for Fire Command vehicles in an amount not to exceed $9,471.76
4. Authorize the purchase of 14 Ford Explorer Police Interceptors in an amount not to exceed $795,618.74
5. Authorize the purchase of Emergency Equipment for 14 Ford Explorer Police Interceptors in an amount not to exceed $205,372.30
6. Authorize the installation of 14 Tri Band Motorola Police radios in Ford Explorer Police Interceptors in an amount not to exceed $9,800.00
7. Authorize the wrapping and stripping of 14 Ford Explorer Police Interceptors in an amount not to exceed $14,000.00
8. Authorize the purchase of a 5 yard Kenworth Dump truck in an amount not to exceed $141,060.58
9. Authorize the purchase of a Ford F-250 for the Public Works Department in an amount not to exceed $80,772.03

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

10. FREE ADMISSION DAYS FOR ALL CITY MUSEUMS AND FEE FOR PARTICIPATION IN MUSEUM WEEKEND

Council considered a free admission to all City Museums and payment of fees to Explore Butte County to participate in Museum Weekend event on February 25, 2023 and February 26, 2023.

Motion by Council Member Riggs and seconded by Council Member Goodson to authorize staff to process invoices for free admission for all City Museums on February 25, 2023 and February 26, 2023 in support of Explore Butte County. Motion passed.

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

REGULAR BUSINESS

11. AUTHORIZATION TO PURCHASE A GRACO LINELASER AIRLESS STRIPING MACHINE FOR STREETS DIVISION

The Council received information regarding the request to purchase of a GRACO Linelaser airless striping machine to complete the necessary striping of the City's roadways. Staff is requesting a budget adjustment in the 2022/23 Fiscal Year budget and authorization of the purchase.

Motion by Council Member Webber and seconded by Council Member Riggs to authorize the Public Works Division to purchase GRACO Linelaser airless striping machine for an amount not to exceed $48,477.00 and bring back quotes for a full-sized striping truck and paint rig.

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

12. PHYSICAL / MENTAL / EMOTIONAL FITNESS

The Council considered authorizing the purchase of 50 gym memberships at NSFIT for the staff, in an amount not to exceed $17,400.00 per year

Motion by Vice Mayor Smith and seconded by Council Member Goodson to authorize staff to execute an agreement with NSFIt for gym memberships for all city staff to encourage and promote physical and emotional health after an email survey is sent out to see how many staff would like to use the membership. Motion passed.

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

13. DEVELOPER REQUEST TO WAIVE PARK DEVELOPMENT IMPACT FEES FOR PROPOSED 175 UNIT MARKET RATE MULTI-FAMILY DEVELOPMENT

The City Council reviewed and considered a request to waive the Park Development Impact Fees for a newly proposed market rate multi-family development with proposed park and recreational amenities to be developed on site.

Motion by Council Member Thomson and second by Vice Mayor Smith to approve the request to waive the Park Development Impact Fees for a newly proposed market rate multi-family development with proposed park and recreational amenities to be developed on site.

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

14. AWARD ABC NICK'S PIONEER TOWING THE ABANDONED VEHICLE ABATEMENT TOWING SERVICE CONTRACT.

The Council considered awarding ABC Nick's Pioneer Towing with the abandoned vehicle abatement towing service contract.

Motion by Council Member Riggs and second by Council Member Goodson to award ABC Nick's Pioneer Towing with the Abandoned Vehicle Abatement Towing Service Contract. Motion passed.

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

15. COUNCIL APPOINTMENT TO COMMITTEES, COMMISSIONS AND BOARDS

The Mayor considered appointing Council Members to various Committees, Commissions and Boards. After discussion, this item was tabled to the next meeting.

PUBLIC HEARINGS

17. FIRST READING OF ORDINANCE 1871 ADOPTING THE 2022 CALIFORNIA BUILDING STANDARDS CODE AND ORDINANCE 1872 AMENDING CHAPTER 15 OF THE CITY OF OROVILLE MUNICIPAL CODE AND A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE LEGISLATIVE FINDINGS SUPPORTING AMENDMENTS AND CHANGES TO THE CALIFORNIA STATE BUILDING STANDARDS CODE, 2022

The Council introduced Ordinance 1871 to adopt the California Building Standards Code and Ordinance 1872 to amend Chapter 15 of the Oroville Municipal Code and approved Resolution 9121 adopting legislative findings supporting amendments and changes to the California Building Standards Code.

Motion by Council Member Goodson and second by Council Member Riggs to Introduce by title only and waive the first reading of Ordinance No. 1871 and 1872 amending Title 15, Division I of the Oroville Municipal Code and approve Resolution No. 9121 adopting the Legislative findings supporting amendments and changes to the California State Building Standards Code, 2022

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

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

There were no public speakers during this section of the agenda.

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Administration Reports

    i. Departmental Reports (Written)
    ii. Duncan – Provided a little more details regarding pensions based off the presentation from NHA Advisors and spoke about cyber security.
    iii. Nevers – PW Crew spent most of Saturday fixing potholes; provided sandbags and have been working hard during the stormy weather.
    iv. Belser – Provided an update on the past year in code enforcement.
    v. LaGrone – Request for March 7th meeting to be at the police department.
    vi. Tenns – New Website for butte residents for wildland fires - Bereadybutte.com
    vii. Bergstrand – Provided an update on a CDBG Grant and Program Income.

2. Future Agenda Items
    a. Thomson – Bathrooms and Carpet Update at City Hall, Eagle placed on display properly in the Council Chambers along with the Bible that was gifted to the council last year.
    b. Smith – Presentation on Museums from Heather after Museum weekend; round about railings; Purchase additional Road Closure Barriers:
    c. Riggs and Smith policy for repairing public infrastructure to include time frames
3. Council Announcements and Reports
    a. Smith – Spoke about the docent luncheon and speaker at the event and stated that he will be at the International Sportsman Expo this weekend.
    b. Webber – Met with Chief Tenns and toured the fire department, and spoke about MLK Day.
    c. Goodson – Spoke about the MLK Day Celebration
    d. Pittman – Spoke about the docent luncheon and the Table Mountain golf course catering; attended the Economic Development Forum at Chico State.
    e. Riggs – Spoke about the Chinese New Years Event on Sunday at the Chinese Temple.

4. Correspondence

    i. PG&E Notice Letter dated 12.30.22

ADJOURN THE MEETING

Mayor Pittman adjourned the meeting at 7:45pm.

APPROVED: ATTESTED:

Mayor David Pittman Assistant City Clerk Jackie Glover

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **ALISON SCHMIDT, BUILDING OFFICIAL**

RE: **SECOND READING OF ORDINANCE 1871 ADOPTING THE 2022 CALIFORNIA BUILDING STANDARDS CODE AND ORDINANCE 1872 AMENDING CHAPTER 15 OF THE CITY OF OROVILLE MUNICIPAL CODE**

DATE: **JANUARY 17, 2023**

SUMMARY

The Council may introduce Ordinance 1871 to adopt the California Building Standards Code and Ordinance 1872 to amend Chapter 15 of the Oroville Municipal Code. Every three years the State of California Building Standards Commission publishes a new Building Standards Code for the State. The Building Standards Code is found in Title 24 of the California Code of Regulations. The triennial code adoption cycle states local jurisdictions shall adopt this code for local enforcement within 180 days after it is published.

DISCUSSION

The 2019 edition of the California Building Standards Codes ("The Code") were published on July 1, 2022 with an effective date of January 1, 2023. They will go into effect un-amended on January 1, 2023 unless the City specifically adopts the Code with amendments. Local jurisdictions may amend the standards if such amendments are necessary to address a local geologic, topographic or climactic condition. This specific adoption allows the City to make more restrictive amendments to the Code as allowed (with findings), or to adopt specific appendices provided in the Code for clarification. The specific codes and the corresponding amendments (attached as Exhibit A) are published by reference in Chapter 15, division 1 of the City of Oroville Municipal Code.

Historically the City has made numerous amendments to the California Building Standards Code as part of the local adoption process. By law, amendments to the Codes shall be justified with findings that the amendments are reasonably necessary due to local climatic, geological, or topographical conditions. In reviewing the previous amendments and preparing for code adoption this year, the majority of the previous amendments are not necessary.

Several of the historical amendments are items that will be handled by Building Department policies and procedures. Some examples of items to become policies are how to handle work started before a permit has been issued, permit refunds, determining permit valuations,

and several other day to day operational issues to become department policy. Most of the remaining amendments are items that over the years have become clearer in the model codes such as permit expirations, connection of building service equipment, emergency repairs, and others.

FISCAL IMPACT

Budgeted costs for purchase of code books

RECOMMENDATION

Introduce by title only, waive the second reading, and adopt Ordinance 1871 and 1872 amending Title 15, Division I of the Oroville Municipal Code.

ATTACHMENTS

Exhibit A - Ordinance 1871 and 1872

EXHIBIT "A"

CITY OF OROVILLE
ORDINANCE NO. 1871

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, KNOWN AS THE CALIFORNIA BUILDING STANDARDS CODE PARTS 1-6 AND 8-12 AND THE UNIFORM HOUSING CODE 1997 EDITION, AND THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS 1997 EDITION AND THE 2018 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

NOW, THEREFORE, the Oroville City Council DOES ORDAIN as follows:

WHEREAS, The purpose of this Chapter is to adopt by reference the 2022 edition of the California Code of Regulations Title 24, known as the California Building Standards Code. The purpose of this Chapter is also to provide minimum requirements and standards for the protection of the public safety, health, property, and welfare of the City of Oroville. This Chapter is adopted under the authority of Government Code Subsection 50022.2, Health and Safety Code Section 18941.5, and the California Constitution.

SECTION 1: Chapter 15 of the City of Oroville Municipal Code is hereby amended to read as follows**;**

A. 15.04.030 Adoption of the Administrative Code
The 2022 California Administrative Code, California Code of Regulations Title 24 Part 1, including appendices is hereby adopted and incorporated by reference.

B. 15.08.020 Adoption of the California Building Code
The 2022 California Building Code, California Code of Regulations Title 24 Part 2, including appendix C, F, I, J, O, and P is hereby adopted and incorporated by reference.

C. 15.12.020 Adoption of the California Residential Code
The 2022 California Residential Code, California Code of Regulations Title 24 Part 2.5, including appendix AH, AJ, AO, AQ, AR, AS, AU, AW, AX, and AZ is hereby adopted and incorporated by reference.

D. 15.16.010 Adoption of the Uniform Housing Code, 1997 Edition.
The Uniform Housing Code, 1997 Edition, as published by the International Conference of Building Officials is hereby adopted and incorporated by reference.

E. 15.20.010 Adoption of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.
The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, as published by the International Conference of Building Officials is hereby adopted and incorporated by reference.

F. 15.24.020 Adoption of the California Plumbing Code
The 2022 California Plumbing Code, California Code of Regulations Title 24 Part 5, is hereby adopted and incorporated by reference.

G. 15.28.020 Adoption of the California Electrical Code
The 2022 California Electrical Code, California Code of Regulations Title 24 Part 3, including annexes A, B, C, D, F, G, and I is hereby adopted and incorporated by reference.

H. 15.32.020 Adoption of the California Energy Code
The 2022 California Energy Code, California Code of Regulations Title 24 Part 6, including appendices is hereby adopted and incorporated by reference.

I. 15.40.020 Adoption of the California Mechanical Code
The 2022 California Mechanical Code, California Code of Regulations Title 24 Part 4, including appendix F is hereby adopted and incorporated by reference.

J. 15.44.020 Adoption of the California Historical Building Code
The 2022 California Historical Building Code, California Code of Regulations Title 24 Part 8, including appendices is hereby adopted and incorporated by reference.

K. 15.48.020 Adoption of the California Existing Building Code
The 2022 California Existing Building code, California Code of Regulations Title 24 Part 10, appendix A, B, and Resource A is hereby adopted and incorporated by reference.

L. 15.52.020 Adoption of the California Referenced Standards Code
The California Referenced Standards Code, California Code of Regulations Title 24 Part 12, is hereby adopted and incorporated by reference.

M. 15.56.020 Adoption of the California Green Building Standards Code
The California Green Building Standards Code, California Code of Regulations Title 24 Part 11, is hereby adopted and incorporated by reference.

N. 15.60.020 Adoption of the California Fire Code
The California Fire Code, California Code of Regulations title 24 Part 9, is hereby adopted and incorporated by reference

O. 15.22.020 Adoption of the International Property Maintenance Code
The 2018 International Property Maintenance Code, as published by the International Code Conference is hereby adopted and incorporated by reference

SECTION 2: Repeal Ordinance 1840

SECTION 3: Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held by a court of competent jurisdiction to be invalid or unconstitutional, that portion shall be deemed a separate, distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 4: Effective Date. This ordinance, following its adoption, shall be published as provided by law and by its terms herein, shall be effective 30 days after its adoption, but no sooner than January 1, 2023 and shall remain in full force and effect unless otherwise changed by appropriate amending ordinance.

SECTION 5: The City Clerk shall attest to the adoption of this ordinance and cause same to be published in the manner required by the City Charter.

Introduced and the first reading waived at a regular meeting of the Oroville City Council on the 17th Day of January, 2023, and passed and adopted after waiving the second reading at a regular meeting thereafter on the 7th day of February, 2023 by the following vote:

AYES:

NOES: None

ABSTAIN: None

ABSENT: None

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Jackie Glover, Asst. City Clerk

EXHIBIT "A"

CITY OF OROVILLE
ORDINANCE NO. 1872

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, AMENDING PORTIONS OF CHAPTER 15 OF THE OROVILLE MUNICIPAL CODE

NOW, THEREFORE, the Oroville City Council DOES ORDAIN as follows:

WHEREAS, The purpose of this Chapter is to provide for the uniform administration and enforcement of the Codes adopted by the City of Oroville.

SECTION 1: Chapter 15 of the City of Oroville Municipal Code is hereby amended to read as follows**;**

15.04.010 Title and purpose.

A. This chapter shall be known as the Oroville Building Code, and may be cited as such, and will be referred to herin as "this Code".
B. The purpose of this Code is to provide for the uniform administration and enforcement of the codes adopted by this jurisdiction.

15.04.020 Conflicts with other laws or ordinances.

In the event any conflict between this Code and any law, rule or regulation of the State of California, that requirement which establishes the higher standard of safety shall govern.

15.04.040 Reserved

15.04.050 Scope

A. The provisions of the California Administrative Code shall serve as the administrative, organizational, and enforcement rules and regulations for the State agencies who adopt the codes adopted by this jurisdiction.
B. The administration provisions of the codes, found in Article 89 of Title 3 and Chapter 1 of each additional Title, shall serve as the administrative, organizational, and enforcement rules and regulations for the codes that regulate all structures within this jurisdiction. These provisions shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment,

use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures throughout the City of Oroville.

15.04.060 Definitions.

For the purpose of this chapter, the following definitions shall apply:

"Building Official" is the officer or other designated authority charged with the administration and enforcement of the Code. The terms "administrative authority", and "city" are to be considered synonymous with the terms "building official", department of building safety" and "building department" as they appear in the Cod or the adopted codes.

"Building Service Equipment" refers to the plumbing, mechanical, and electrical equipment including piping, wiring, fixtures, and other accessories that provide sanitation, lighting, heating, ventilation, cooling, refrigeration and fire fighting facilities essential for the habitable occupancy of the building or structure for its designated use and occupancy.

"This Jurisdiction" means the incorporated area of the City of Oroville.

"Technical Codes" or "Adopted Codes" or "Model Codes" refers to the following codes adopted by the City of Oroville, which contain the provisions for design, construction, alteration, addition, repair, removal, demolition, use and occupancy, and location of all buildings and structures and building service equipment as herein defined:

1. Oroville Municipal Code, Chapter 15.04, Administrative Code
2. Oroville Municipal Code, Chapter 15.08, Building Code
3. Oroville Municipal Code, Chapter 15.12, Residential Code
4. Oroville Municipal Code, Chapter 15.16, Housing Code
5. Oroville Municipal Code, Chapter 15.20, Uniform Code for the Abatement of Dangerous Buildings
6. Oroville Municipal Code, Chapter 15.22, Property Maintenance Code
7. Oroville Municipal Code, Chapter 15.24, Plumbing Code
8. Oroville Municipal Code, Chapter 15.28, Electrical Code
9. Oroville Municipal Code, Chapter 15.32, Energy Code
10. Oroville Municipal Code, Chapter 15.40, Mechanical Code
11. Oroville Municipal Code, Chapter 15.44, Historical Building Code
12. Oroville Municipal Code, Chapter 15.48, Existing Building Code
13. Oroville Municipal Code, Chapter 15.52, Referenced Standards Code
14. Oroville Municipal Code, Chapter 15.56, Green Building Standards Code
15. Oroville Municipal Code, Chapter 15.60, Fire Code

15.04.070 Reserved.

15.04.080 Reserved.

15.04.090 Reserved.

Chapter 15.08 BUILDING CODE

15.08.010 Title and purpose.

A. This chapter shall be known and cited as the "City of Oroville Building Code" (hereinafter referred to as "Code")
B. The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, health and general welfare through structural strength, means of egress, stability, sanitation, light and ventilation, energy conservation, and for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

15.08.030 Reserved.

15.08.040 Reserved.

15.08.050 Reserved.

Chapter 15.12 RESIDENTIAL CODE

15.12.010 Title and purpose.

A. This chapter shall be known and cited as the "Oroville Residential Code" (hereinafter referred to as "Code")
B. The purpose of this code is to establish minimum requirements to provide a reasonable level of safety, health and general welfare through affordability, structural strength, means of egress, stability, sanitation, light and ventilation, energy conservation and safety to life and property from fire and other hazards and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

15.12.030 Definitions.

15.12.040 Swimming pools.

A. As used in this section, "enclosure" means a fence, wall, or other barrier that isolates a swimming pool from access from other properties.

B. An enclosure that prevents access to the pool by children, shall be required whenever a building permit is issued for construction of a new swimming pool, or

any building permit is issued for remodeling a pool at a private, single family home.

Chapter 15.16 HOUSING CODE

15.16.020 Reserved

Chapter 15.20 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS

15.20.020 Reserved.

Chapter 15.22 PROPERTY MAINTENANCE CODE

15.22.010 Title and purpose.

A. This chapter shall be known and cited as the "Oroville Property Maintenance Code" (hereinafter referred to as "Code")
B. The purpose of this code is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

Chapter 15.24 PLUMBING CODE

15.24.010 Title and purpose.

A. This chapter shall be known and cited as the "City of Oroville Plumbing Code" (hereinafter referred to as "Code").
B. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, access to persons with disabilities, sanitation, adequate lighting and ventilation, and energy conservation; safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to fire fighters and emergency responders during emergency operations.

15.24.030 Reserved.

15.24.040 Reserved.

Chapter 15.28 ELECTRICAL CODE

15.28.010 Title and purpose.

A. This chapter shall be known and cited as the “City of Oroville Electrical Code” (hereinafter referred to as “Code”)
B. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, access to persons with disabilities, sanitation, adequate lighting and ventilation, and energy conservation; safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to fire fighters and emergency responders during emergency operations.

15.28.030 Reserved.

15.28.040 Reserved.

Chapter 15.32 ENERGY CODE

15.32.010 Title and purpose.

A. This chapter shall be known and cited as the “City of Oroville Energy Code” (hereinafter referred to as “Code”)
B. The purpose of this Coe is to provide minimum energy standards for energy consumption regulations, energy efficient building practices, and establish minimum energy requirements, by regulating and controlling the design, construction, installation, and quality of materials.

Chapter 15.40 MECHANICAL CODE

15.40.010 Title and purpose.

A. This chapter shall be known and cited as the ‘City of Oroville Mechanical Code” (hereinafter referred to as “Code”)
B. Purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, access to persons with disabilities, sanitation, adequate lighting and ventilation, and energy conservation; safety to life and property from fire and other hazards attributed to the build environment; and to provide safety to fire fighters and emergency responders during emergency operations.

15.40.030 Reserved.

15.40.040 Reserved.

Chapter 15.44 CALIFORNIA HISTORICAL BUILDING CODE

15.44.010 Title and purpose.

A. This chapter shall be known and cited as the "City of Oroville Historical Building Code" (hereinafter referred to as "Code")
B. The purpose of this code is to provide regulations for the preservation, restoration, rehabilitation, relocation or reconstruction of buildings or properties designated as qualified historical buildings or properties. The Code is intended to provide solutions for the preservation of qualified historical buildings or properties, to promote sustainability, to provide access for persons with disabilities, to provide a cost-effective approach to preservation, and to provide for the reasonable safety of the occupants or users. The Code requires acceptance of solutions that are reasonable equivalent to the regular code when dealing with qualified historical buildings or properties.

Chapter 15.48 CALIFORNIA EXISTING BUILDING CODE

15.48.010 Title and purpose.

A. This chapter shall be known and cited as the "City of Oroville Existing Building Code" (hereinafter referred to as "Code")
B. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, access to persons with disabilities, sanitation, adequate lighting and ventilation and energy conservation; safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to fire fighters and emergency responders during emergency operations.

Chapter 15.56 CALIFORNIA GREEN BUILDING STANDARDS CODE

15.56.010 Title and purpose.

A. This chapter shall be known and cited as the "City of Oroville Green Building Standards Code" (hereinafter referred to as "Code")
B. The purpose of this code is to improve public health, safety and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices in the following categories; planning and design, energy efficiency, water efficiency and conservation, material conservation and resource efficiency, and environmental quality.

Chapter 15.60 FIRE CODE

15.60.010 Title and purpose.

A. This chapter shall be known and cited as the "City of Oroville Fire Code" (hereinafter referred to as "Code")
B. The purpose of this code is to establish the minimum requirements consistent with nationally recognized good practices to safeguard the public health, safety and

general welfare from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to provide safety and assistance to fire fighters and emergency responders during emergency operations.

15.60.030 Reserved.

15.60.040 Reserved.

Chapter 15.64 MISCELLANEOUS PROVISIONS

15.64.010 Flood ordinance compliance.

The City flood ordinance, Chapter 15.96 Flood Damage Prevention, applies to all buildings constructed in areas regulated therein.

15.64.020 Reserved.

15.64.030 Reserved.

16.64.040 Construction valuation schedule.

The construction valuation schedule shall be that schedule of values published by the International Code Council (ICC) known as Building Valuation Data. The ICC publishes data at 6 month intervals, generally every February and August. In lieu of a valid contractors estimate or other acceptable estimate, a construction valuation will be assigned to each permit based upon the construction valuation schedule.

15.64.050 Violations and penalties.

Any person, firm or corporation violating any of the provisions of this division shall be guilty of an infraction and upon the conviction thereof shall be punished of a fine of not more than the amounts allowed by Government Code section §36900.

SECTION 2: Repeal all sections of Ordinance 1840 not previously repealed or amended

SECTION 3: Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held by a court of competent jurisdiction to be invalid or unconstitutional, that portion shall be deemed a separate, distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 4: Effective Date. This ordinance, following its adoption, shall be published as provided by law and by its terms herein, shall be effective 30 days after its adoption and shall remain in full force and effect unless otherwise changed by appropriate amending ordinance.

SECTION 5: The City Clerk shall attest to the adoption of this ordinance and cause same to be published in the manner required by the City Charter.

Introduced and the first reading waived at a regular meeting of the Oroville City Council on the 17th Day of January, 2023, and passed and adopted after waiving the second reading at a regular meeting thereafter on the 7th day of February, 2023 by the following vote:

AYES:

NOES: None

ABSTAIN: None

ABSENT: None

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Jackie Glover, Asst. City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **MATT THOMPSON, ACTING CITY ENGINEER**

RE: **PUBLIC UTILITY EASEMENT – OLIVE RANCH APARTMENTS**

DATE: **FEBRUARY 7, 2023**

SUMMARY

The Council may consider accepting a public utility easement.

DISCUSSION

The developers of the Olive Ranch Apartments on Table Mountain Boulevard and local utility providers are asking the City of Oroville to accept a public utility easement (PUE). Public utility easements allow utilities to provide their services on private property without having to obtain their own individual easements.

FISCAL IMPACT

The City has no financial stake in a PUE.

RECOMMENDATION

Staff recommends that the City Administrator be directed to accept the PUE.

ATTACHMENTS

Certificate of Acceptance with Deed attached.

WHEN RECORDED PLEASE MAIL TO:

City of Oroville
Department of Public Works
1735 Montgomery Street
Oroville, CA 95965
530-538-2420

CERTIFICATE OF ACCEPTANCE OF DEED

This is to certify that the interest in real property conveyed by Easement Grant Deed dated _____ (attached) from Olive Ranch Senior Apartments LP to the City of Oroville, a Municipal Corporation, is hereby accepted by the City Administrator on _____ as per the authority of the City Council, and grantee consents to recordation by its duly authorized officer.

Dated: _____

By: _____
Ruth Wright
City Administrator

Notary authentication attached.

RECORDING REQUESTED BY
CITY OF OROVILLE

WHEN RECORDED MAIL DOCUMENT TO:
City Clerk
CITY OF OROVILLE
1735 Montgomery Street
Oroville, CA 95965

A.P.N.: 031-110-043 SPACE ABOVE THIS LINE FOR RECORDERS USE

The Undersigned Grantor(s) Declare(s):
Recording Fee: Exempt GC 27383
Documentary Transfer Tax: Exempt R&T Code 11922
Monument Survey Fee: Exempt BC Code Article XIV Ch. 3-125(2)

EASEMENT GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Olive Ranch Senior Apartments LP, a California limited partnership, does hereby grant to the CITY OF OROVILLE, a California Municipal Corporation, all that real property in the City of Oroville, County of Butte, State of California, described in Exhibits "A" and "B" attached hereto and made a part hereof.

Dated: _____

Olive Ranch Senior Apartments LP,
a California limited partnership

By: Olive Ranch Senior Apartments LLC,
a California limited liability company
its Administrative General Partner

By: _____
Daniel Knott
Manager

By: Community Revitalization and Development Corporation,
a California nonprofit public benefit corporation
its Managing General Partner

By: _____
David Rutledge
President

Notary authentication attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Shasta)

On December 06, 2022 before me, Chelsie Haas, Notary Public
(insert name and title of the officer)

personally appeared Daniel Knott and David Rutledge,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Haas (Seal)

CHELSIE HAAS
COMM NO. 2421839 · MFG. CARS-1
NOTARY PUBLIC
CALIFORNIA
SHASTA COUNTY
MY COMM. EXPIRES OCTOBER 16, 2026

EXHIBIT "A"

PUBLIC UTILITY EASEMENT DEDICATION
(OLIVE RANCH SENIOR APARTMENTS, LP)

All that certain real property situate in the City of Oroville, County of Butte, State of California, described as follows:

Being a portion of Parcels 1 and 2 as shown on that certain Certificate of Compliance recorded in the Office of the County Recorder of the County of Butte, State of California, under Butte County Recorder's Serial Number RSN 2022-0011378, more particularly described as follows;

A public utility easement to be dedicated to the City of Oroville over, under and across the following described property:

COMMENCING at the northwest corner of said Parcel 1, said point being on the easterly right of way line of Tuscany Drive (formerly Rio Vista Drive) as shown on that certain Easement Grant Deed recorded in the Office of the County Recorder of the County of Butte, State of California, under Butte County Recorder's Serial Number RSN 2021-0038822, said point being the beginning of a 20.00-foot radius curve (thru which point a radial line bears South 56° 40′ 55″ West);

THENCE from said POINT OF COMMENCEMENT along the westerly line of said Parcel 1, said easterly right of way line of said Tuscany Drive and the arc of said curve thru a central angle of 51° 27′ 20″ a distance of 17.96 feet to the beginning of a 60.00-foot reverse curve (thru which point a radial line bears North 05° 13′ 35″ East);

THENCE along the arc of said curve thru a central angle of 27° 16′ 35″ a distance of 28.56 feet to the beginning of a 126.00-foot radius non-tangent curve (thru which point a radial line bears North 23° 31′ 58″ West) and the TRUE POINT OF BEGINNING for the easement herein described;

THENCE from said TRUE POINT OF BEGINNING leaving said easterly right of way line of said Tuscany Drive and said westerly line of said Parcel 1, along the arc of said curve thru a central angle of 95° 34′ 42″ a distance of 210.19 feet to the beginning of a 159.00-foot radius reverse curve (thru which point a radial line bears South 72° 02′ 44″ West);

THENCE along the arc of said curve thru a central angle of 32° 56′ 34″ a distance of 91.42 feet to a point on the boundary line of said Parcel 1;

THENCE along said boundary line of said Parcel 1, South 50° 53′ 51″ East a distance of 58.30 feet to the beginning of a 62.00-foot radius tangent curve (thru which point a radial line bears South 39° 06′ 09″ West);

THENCE along the arc of said curve thru a central angle of 90° 25′ 24″ a distance of 97.85 feet;

THENCE North 38° 40′ 45″ East a distance of 346.96 feet to the northeast corner of said Parcel 2 and a point on the westerly right of way line of Table Mountain Boulevard;

THENCE along said westerly right of way line of said Table Mountain Boulevard and the easterly

line of said Parcel 2, South 52° 11′ 17″ East a distance of 85.83 feet to the beginning of a 70.00-foot non-tangent curve (thru which point a radial line bears North 69° 00′ 51″ East);

THENCE leaving said westerly right of way line of said Table Mountain Boulevard and said easterly line of said Parcel 2, along the arc of said curve thru a central angle of 135° 15′ 55″ a distance of 165.26 feet to the beginning of a 10.00-foot radius reverse curve (thru which point a radial line bears North 24° 16′ 45″ East);

THENCE along the arc of said curve thru a central angle of 75° 36′ 00″ a distance of 13.19 feet;

THENCE South 38° 40′ 45″ West a distance of 210.20 feet to the beginning of a 122.50-foot radius tangent curve (thru which point a radial line bears South 51° 21′ 44″ East);

THENCE along the arc of said curve thru a central angle of 90° 27′ 53″ a distance of 193.42 feet;

THENCE North 50° 53′ 51″ West a distance of 58.27 feet;

THENCE North 39° 06′ 09″ East a distance of 19.50 feet to a point on the westerly boundary line of said Parcel 1;

THENCE along said westerly boundary line of said Parcel 1, North 49° 30′ 31″ West a distance of 8.90 feet to the beginning of a 200.00-foot radius tangent curve (thru which point a radial line bears South 41° 36′ 46″ West);

THENCE along the arc of said curve thru a central angle of 30° 22′ 35″ a distance of 106.03 feet to the beginning of a 85.00-foot reverse curve (thru which point a radial line bears North 71° 59′ 13″ East);

THENCE along the arc of said curve thru a central angle of 88° 55′ 46″ a distance of 131.93 feet to the beginning of a 60.00-foot radius non-tangent curve (thru which point a radial line bears North 74° 11′ 50″ East) and a point on said easterly right of way line of said Tuscany Drive;

THENCE along said easterly right of say line of said Tuscany drive and the arc of said curve thru a central angle of 41° 41′ 40″ a distance of 43.66 feet to the POINT OF BEGINNING;

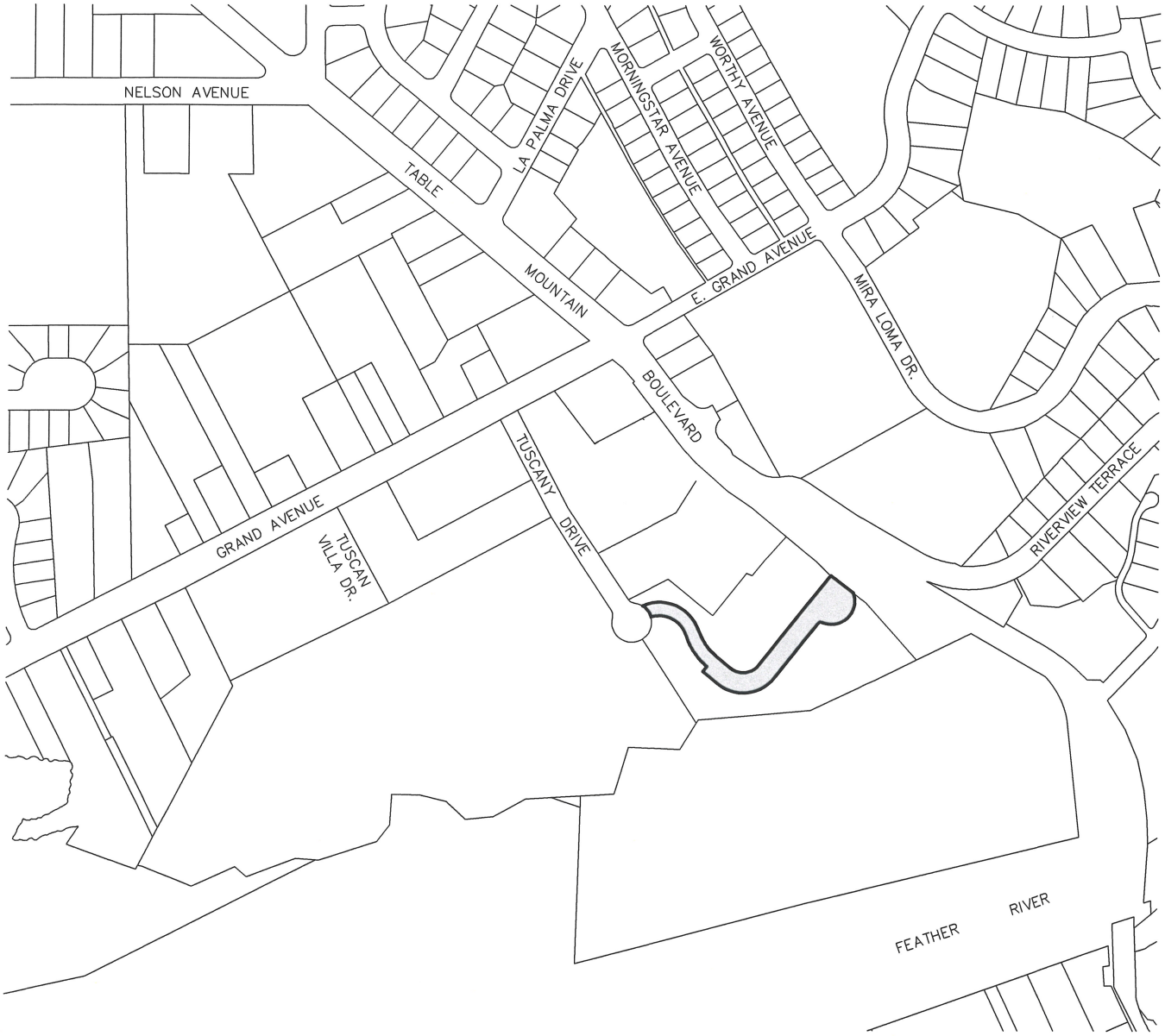
CONTAINING 1.162 Acres, more or less (50,611 square feet)

The above-described easement lies within a portion of Assessor's Parcel Number 031-110-043.

END OF DESCRIPTION

The Basis of Bearings for this description is the most northerly right of way line of Grand Avenue as shown on that certain Record of Survey Map recorded in Book 157 of Maps, at Pages 44 & 45, taken as North 62° 25′ 00″ East.





— LOCATION OF PUBLIC UTILITY EASEMENT

REGISTERED PROFESSIONAL ENGINEER
WESLEY E. GILBERT
No. 31689
EXP. 12/31/24
CIVIL
STATE OF CALIFORNIA

12/6/22

CITY OF OROVILLE — PUBLIC WORKS DEPARTMENT

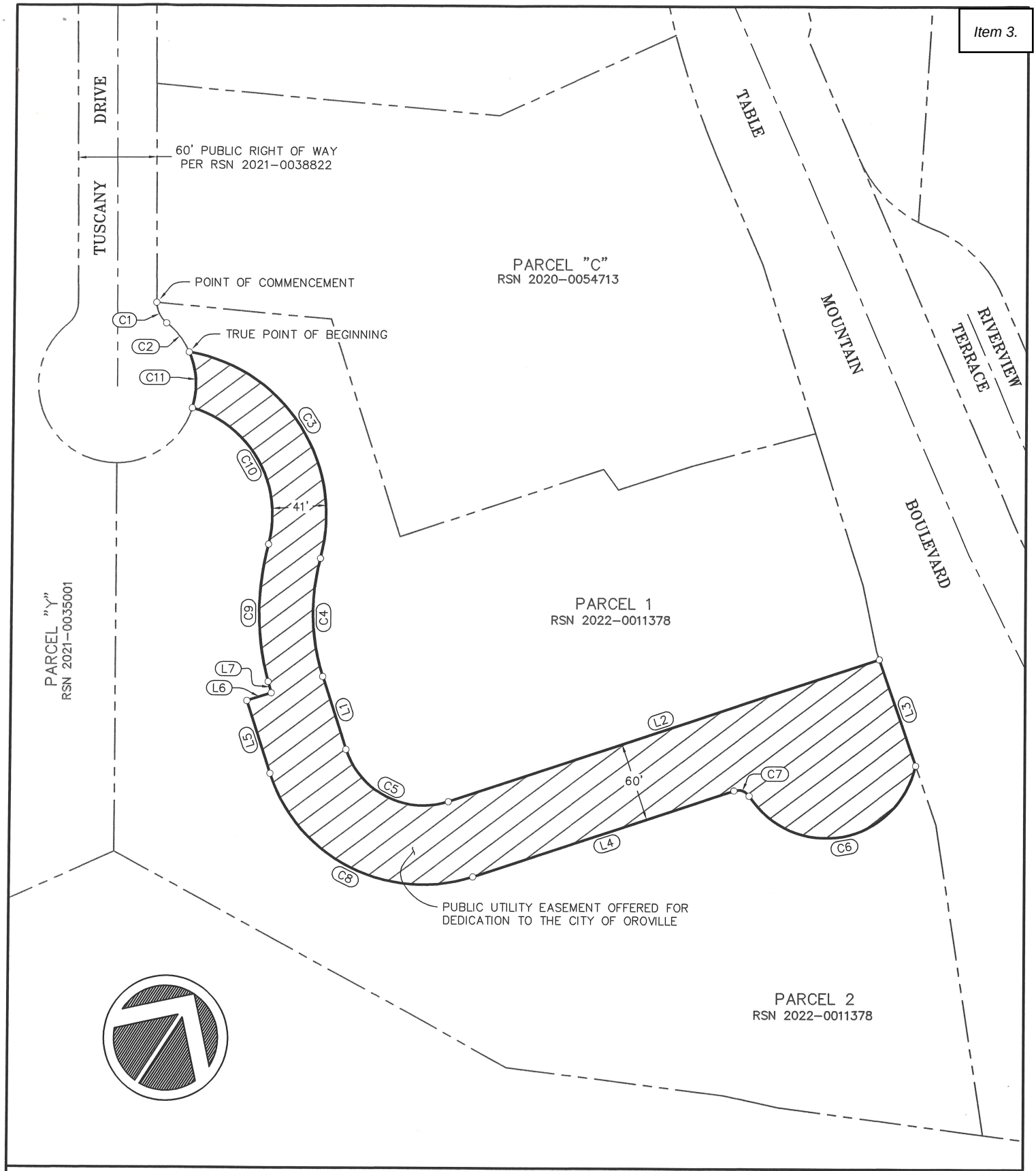
DRAWN BY NMQ DATE NOV. 2022
CHECKED WEG SCALE 1"= 500'

APPROVED _____
CITY ENGINEER

PUBLIC UTILITY EASEMENT
(OLIVE RANCH SENIOR APARTMENTS, LP)

EXHIBIT "B"

SHEET 1 OF 3



CITY OF OROVILLE — PUBLIC WORKS DEPARTMENT

DRAWN BY NMQ DATE NOV. 2022
CHECKED WEG SCALE 1"= 500'

APPROVED _____
CITY ENGINEER

PUBLIC UTILITY EASEMENT
(OLIVE RANCH SENIOR APARTMENTS, LP)

EXHIBIT
"B"

SHEET 2 OF 3

LEGEND

PUBLIC UTILITY EASEMENT BOUNDARY

CENTERLINE

EXISTING PROPERTY LINE

PUBLIC UTILITY EASEMENT (1.162 ACRES±)

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	58.30'	S50°53'51"E
L2	346.96'	N38°40'45"E
L3	85.83'	S52°11'17"E
L4	210.20'	S38°40'45"W
L5	58.27'	N50°53'51"W
L6	19.50'	N39°06'09"E
L7	8.90'	N49°30'31"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	17.96'	20.00'	51°27'20"
C2	28.56'	60.00'	27°16'35"
C3	210.19'	126.00'	95°34'42"
C4	91.42'	159.00'	32°56'34"
C5	97.85'	62.00'	90°25'24"
C6	165.26'	70.00'	135°15'55"
C7	13.19'	10.00'	75°36'00"
C8	193.42'	122.50'	90°27'53"
C9	106.03'	200.00'	30°22'35"
C10	131.93'	85.00'	88°55'46"
C11	43.66'	60.00'	41°41'40"

CITY OF OROVILLE — PUBLIC WORKS DEPARTMENT

DRAWN BY NMQ DATE NOV. 2022
CHECKED WEG SCALE 1"= 500'

APPROVED _____
CITY ENGINEER

PUBLIC UTILITY EASEMENT
(OLIVE RANCH SENIOR APARTMENTS, LP)

EXHIBIT "B"

SHEET 3 OF 3

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **MATT THOMPSON, ACTING CITY ENGINEER**

RE: **TASK ORDER AMENDMENT – DOWNER STREET LOT**

DATE: **JANUARY 17, 2023**

SUMMARY

The Council may consider amending an existing Task Order (TO). The amendment would authorize the preparation of bid documents for a capital project for the removal of underground storage tanks (UST) and the restoration of the lot.

DISCUSSION

The Council previously approved a Task Order (TO) to NorthStar Engineering of Chico for a survey of the lot at the southwest corner of Montgomery and Downer. The survey was to collect topographic data and determine the location of underground storage tanks (UST). The survey has been completed. Staff is proposing that the UST be removed.

The existing lot is currently used for parking. There are existing drainage issues at the lot, and it is somewhat unsightly. Staff is proposing that the lot be regraded and repaved, that the drainage issues be addressed, and that the lot be put into a more presentable condition in general.

It makes sense to do this work at the same time as the UST removal.

Staff is proposing to keep the improvements to the minimal amount needed to remove the tanks and address drainage issues.

FISCAL IMPACT

NorthStar will complete the amended TO for $29,520.00. This is the total amount and includes the $6300.00 for the survey work that has been done and has been paid for.

RECOMMENDATION

Staff recommends approval of the amendment.

ATTACHMENTS

Amendment 1 TO 12 Northstar.pdf

City of Oroville

ENGINEERING
1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2507 FAX (530) 538-2426
www.cityoforoville.org

January 11, 2023

Ross Simmons, Senior Managing Engineer
111 Mission Ranch Blvd., Suite 100
Chico, CA 95926

Subject: Task Order 12 – Amendment 1

Mr. Simmons,

The City of Oroville proposes to amend Task Order 12 as follows.

Section 3 of Task Order 12 is hereby amended with deletions shown crossed out and additions underlined.

> Compensation. Compensation to be paid to Consultant shall be in accordance with the fee budget/schedule set forth in Exhibit "A ~~B~~", which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed the amount of ~~$5,900.00~~ $29,520.00 without additional written authorization from the City. Payment by City under this Task Order shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

Exhibits "A" and "B"are replaced in their entirety with the attached Exhibit "A".

Please acknowledge acceptance of proposed amendment by have Mr. Lowe sign below and return this amendment.

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed on the date first written above.
CITY OF OROVILLE

By: _____ By: _____
City Administrator Jay Lowe, Department Manager

Respectfully,

Matt Thompson, P.E.
Acting City Engineer.

NORTHSTAR

Architecture
Civil Engineering
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Planning
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SCOPE OF WORK

SERVICES PROVIDED

NorthStar has prepared the following scope of services to determine the exact locations of multiple underground tanks on the city owned lot at the corner of Montgomery and Downer Streets, APN 012-035-004 and the adjoining portion of Downer Street. The tank locations will then be incorporated into a topographic base map of the project site.

Once the tank locations have been identified and the base map has been developed an interim design will be prepared for the project site. The design will include removing all underground tanks, replacing in like-kind all sidewalk that has been removed, paving of the lot, grading and drainage. This design will serve as a temporary solution till the city determines a long-term use for the project site.

Task 1 Project Management

NorthStar Engineering will perform the various services and activities associated with management of the construction contract. Diligent contract management for state funded contracts is a critical component in successfully managing these public funds and ultimately maintaining the City's positive standing with funding agencies.

PROJECT ADMINISTRATION AND OVERHEAD

Project Administration and Overhead includes front office and project administration including but not limited to, managing insurance policies, packaging, mailing and deliveries, billing, Ajera billing software setup, certified payroll invoicing, etc.

PROJECT COORDINATION

Explicit and thorough communications with the City and with the Design sub consultants is vital to the success of any project, and as such the NorthStar Design Team segregates this as a separate scope and budget component to acknowledge and account for this element during the life of the project development. To effectively manage the project NorthStar expects to have a weekly one-hour meeting for a month duration with the City to review project progress and activities.

QUALITY ASSURANCE / QUALITY CONTROL

NorthStar Engineering's approach to quality assurance and control program has been developed over the course of performing engineering consulting services for a variety of clients and complex projects over the past 30 years. Two primary methods for consistently delivering a quality product on-time and within budget; internal communications that established a clear level of expectations, and peer review for clarity and accuracy for salient deliverables.

Amendment 1
City Contract No. 3387
Task Order 12
Exhibit A

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Task 2 Underground Tank Detection

NorthStar will retain Sierra Nevada GSI from Grass Valley as a subconsultant. GSI will utilize Ground Penetrating Radar (GPR) to search for underground facilities on the project site. If detected, the location will be marked on the surface and approximate depths provided.

Task 3 Base Mapping

If a tank or tanks are detected, NorthStar will perform a topographic survey and provide a base map suitable to determine the location of found tank(s) relative to onsite and offsite improvements. The survey shall include:

- Survey control established by a post-processed GNSS survey
- Surface improvements, including adjoining buildings and utility facilities
- Underground features as identified by the GPR with approximate depths
- Trees

Task 3.1 Base Mapping

NorthStar will perform a topographic survey and provide a base map suitable for the design of the new improvements. The topographic map shall include:

- Surface improvements
- Underground utilities compiled from utility surface features, survey of storm drain system, as-built plans, and franchise utility system maps (research performed by NorthStar).
- Above ground utilities; power poles, hydrants, and utility lids.
- Fence Lines
- Trees larger than 5” diameter, measured at breast height.
- Surface Roadway Features, tops, toes, edge etc.

The vertical control will be on the North American Vertical Datum of 1988 (NAVD88). Horizontal coordinates will be on the California Coordinate System, Zone 2, NAD 83 (CCS83). Using geodetic coordinates and a current elevation datum will enable the City to report geodetic locations to State or Federal Agencies if the need arises. This will also allow the City to easily add the mapped information to their existing GIS data base.

The base map will be compiled in AutoCAD Civil 3D 2022. A signed pdf file of the Topographic Base Map and the AutoCAD drawing file will be provided for the project teams use.

This survey excludes any right-of-way or boundary line determination within the project area. If it is determined that right-of-way or boundary lines are needed a separate scope and estimate shall be provided by NorthStar.

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Task 4 Design

Utility Coordination.

NorthStar will coordinate with utility companies to identify utility conflicts and collaborate on appropriate avoidance or relocation solutions.

Civil Design: 35%, 60%, & 90% Plans

The 35% design completion serves multiple functions in the design process such identifying and resolving site specific prospective challenges. Utilizing this phase of development for problem solving and iterative design prevents unnecessarily expenditure of resources on an errant design trajectory.

Next, 60% design task will progress the 35% preliminary design by incorporation of discussed refinements and preferred alternatives. This task is intended to perform the bulk of the design effort, and will include developing the bid item list, quantities, engineer's estimate, and special (technical) specifications.

Based on the City's technical review and comments to the 60%, the project plans, specifications and estimate will be progressed to a 90% level of completion including preparation and inclusion of applicable bid documents. Additionally, this level of design will be developed to support submittal for the Request for Allocation for the construction phase of the project. The project plans will include label detailing, notes, and design refinements to support implementation of the project by any contractor. Similarly, project specifications and engineer's estimate will be refined to support successful implementation of the project.

DELIVERABLES:

- 90% Complete Civil Design
- Engineers Estimate
- General specifications

Final Design and Contract Documents

After receiving comments from City of Oroville on the 90% level of design, the Contract and Construction Documents will be refined to address applicable comments and best support constructability of the project.

DELIVERABLES:

- One set of hard copy (letter size) and digital copy (pdf and MS Word) 90% level of project Bid Book; including
  - General, Standard Special, revised (as applicable), Amended (as applicable) Provisions;
  - Bid Documents
- One set of hard copy (24x36) and digital copy (pdf or Design Review) 100% Contract and Construction Documents

Amendment 1
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Task 5 Storm Drain MS4

It is our understanding that the City of Oroville does not follow MS4 standards and specifications. It is assumed that storm drain MS4 management system complying with Post Construction Standards will not be required for this project and is not included in the proposal.

Although MS4 is not required, time has been included in the estimate to provide a clarification letter and supporting documentation to the City of Oroville.

Task 6 Bidding

NorthStar will route for signatures and deliver the Final (100%) Contract Documents for bidding purposes after completion of full review and subsequent modifications.

Additionally, NorthStar will aid the City during the construction bidding and awarding process. Specifically, NorthStar will provide technical support to the City by answering and documenting questions from potential bidders and staff. NorthStar will also provide written responses to contractor requests for information (RFI's) during the bidding process and draft addendums as applicable.

NorthStar will coordinate and assist the Client with the following:

- Answer any questions from contractors and/or bidders
- Responses will be provided via phone, email, formally response to submitted RFI's
- Prepare addendums to be released to the bidders

PROJECT EXCLUSIONS

- Environmental Review: including preparation of a Notice of Exemption (NOE) for the proposed project pursuant to CEQA Guidelines Section 15062 and Appendix E
- Landowner coordination: including right of way appraisals and acquisitions when necessary
- SWPPP can be provided for additional cost
- Construction staking can be provided for an additional cost
- Traffic control plans
- Utility improvements other than drainage
- Right of way/ boundary survey

Amendment 1
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COST PROPOSAL

CONSULTANT FEE:	The estimated fee to complete the Scope of Services is:	**$ 29,520**
Task 1: Project Management		$ 1,200
Task 2: GPR Subconsultant		$ 1,200
Task 3: Base Mapping		$ 3,900
Task 3.1: Base Mapping		$ 5,320
Task 4: Design		$ 12,800
Task 5: MS4		$ 2,240
Task 6: Bidding		$ 2,880

Amendment 1
City Contract No. 3387
Task Order 12
Exhibit A

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL**

FROM: **DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR**

RE: **AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR PLACEWORKS, INC. FOR GENERAL PLAN CIRCULATION ELEMENT UPDATE**

DATE: **February 7,2023**

SUMMARY

Authorize the City Administrator, or designee, to sign an amendment to the development agreement for Placeworks, Inc to conduct an update of the Oroville General Plan Circulation Element.

DISCUSSION

On April 5, 2022, the City Council approved an agreement for Placeworks to update the Circulation Element, which had a 9-month time constraint. The contract was executed on June 7, 2022, and thus expires on March 7, 2023. The work has stretched out longer than anticipated, and staff request an extension to the contract to December 31, 2023. Staff is satisfied as to the work so far being performed.

No other contract changes are requested.

FISCAL IMPACT

None. The contract amount not to exceed $90,000 is unchanged.

RECOMMENDATION

Authorize the City Administrator, or designee, to sign an amendment to the agreement to extend the existing contract with Placeworks, Inc. to December 31, 2023.

ATTACHMENTS:

Agreement No. 3409 Amendment to
Agreement No. 3409

AMENDMENT TO THE CONSULTING AGREEMENT FOR THE GENERAL PLAN CIRCULATION ELEMENT UPDATE BY AND BETWEEN THE CITY OF OROVILLE AND PLACEWORKS, INC.

(Amendment No. 1)

This Amendment dated February 7, 2023, is to Agreement No. 3409 between the City of Oroville ("City") and Placeworks, Inc ("Consultant").

A copy of Contract Agreement No. 3409 is attached as Attachment "A" including all prior amendments.

In consideration of terms and conditions herein, City and Owners agree that Agreement No. 3409 shall be amended as follows:

1. The Agreement shall be amended to extend the contract term to December 31, 2023.

2. Conflicts between the Agreement and any previous amendment to the Agreement shall be controlled by this amendment. All other provisions within Agreement No. 3409 as amended shall remain in full force effect.

CITY OF OROVILLE	CONSULTANT
David Pittman, Mayor	By: Keith McCann, CEO
ATTEST:	APPROVED AS TO FORM:
Jackie Glover, Assistant City Clerk	Scott E. Huber, City Attorney

CITY OF OROVILLE
RESOLUTION NO. 9040a

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE AND PLACEWORKS, INC. (Agreement 3409), WITH A CORRESPONDING BUDGET ADJUSTMENT

WHEREAS, Senate Bill 743 was passed into law on September 27, 2013, which requires cities and counties by June 30, 2021 to adopt VMT analysis as the basis for environmental review of transportation impacts under CEQA, in addition to the existing Level of Service (LOS) analysis; and

WHEREAS, the State's recommended CEQA Significance thresholds and mitigation measures under SB 743 are quite strict, and are more relevant to urban areas rather than Oroville's more rural environment; and

WHEREAS, Oroville and other rural communities cannot possibly adopt the significance thresholds and traffic mitigation measures recommended by the State without project proponents enduring undue and unnecessary cost
and scheduling impacts; and

WHEREAS, it is therefore in the best interest of the city to update its General Plan Circulation Element to incorporate the required Vehicle Miles Traveled (VMT) analysis, and to develop its own CEQA traffic significance thresholds; and

WHEREAS, Placeworks, Inc. is available and competent to complete the required analysis on behalf of the city.

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

Section 1. The Mayor is hereby authorized and directed to execute a professional services agreement between the City of Oroville and Placeworks, Inc. to update the city's General Plan Circulation Element, and to create the appropriate Budget Adjustment.

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

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on April 5, 2022, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Jackie Glover, Assistant City Clerk

ATTACHMENT A
CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of 6/7/22 by and between the **City of Oroville,** a municipal corporation ("City") and **Placeworks, Inc.** ("Consultant") to provide consulting services for **an update of the Oroville General Plan Circulation Element.**

RECITALS

A. Consultant is specially trained, experienced, and competent to provide the services as required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and

C. City desires to retain Consultant to provide administrative and technical services relating to the completion of the **Circulation Element Update** in accordance with the Scope of Work in Attachment A.

AGREEMENT

1. SCOPE OF SERVICES. The Consultant shall furnish but are not limited to the Scope of Work as described in the Attachment A.

2. TIME OF PERFORMANCE. The project shall be completed within nine (9) months unless extended with prior approval of the City.

3. COMPENSATION. Compensation to be paid to Consultant is set forth as follows:

In no event shall Consultant's compensation exceed the amount of:

a. **Ninety thousand ($90,000) dollars with an Addendum to the General Plan EIR, or**

Agreement No. 3409

b. **One hundred fifty thousand ($150,000) dollars if a Supplemental EIR is necessary**

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

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

and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

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

9. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written

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

10. LOBBYING

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

11. CONSULTANT'S BOOKS AND RECORDS.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate

performance under this Agreement for a minimum of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, Housing and Urban Development (HUD), California State Housing and Community Development (HCD), the Inspector General or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement for a period of (5) five years or longer, from the date of termination or completion of this agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.

12. INDEPENDENT CONTRACTOR. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any

claim it may have to any such rights.

13. INTEREST OF CONSULTANT. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

1. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
2. possess no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

14. PROFESSIONAL ABILITY OF CONSULTANT. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work under this Agreement shall be performed by Consultant and shall be in accordance with

applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

15. COMPLIANCE WITH LAWS. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

16. LICENSES. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.

17. INDEMNITY. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), to the extent arising from its negligent performance or willful misconduct of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

18. INSURANCE REQUIREMENTS. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.

19. NOTICES. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such

notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Consultant:

Kara L. Kosel, Director-Finance
PlaceWorks, Inc.
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

20. ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive statement of agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

21. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

22. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual

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

23. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

24. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

25. CONTROLLING LAW AND VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte, or in the United States District Court, Easter District of California.

26. LITIGATION EXPENSES AND ATTORNEYS' FEES. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five

mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

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

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

30. PROHIBITED INTERESTS. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. DISCRIMINATION ACTS AND ASSURANCES. The Consultant during the performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

32. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 3 REQUIREMENTS. If the work to be performed under this Agreement is on a project assisted under a program assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFG Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements. The City at direction from the State, will take

appropriate action pursuant to this agreement upon a finding that the Consultant or its subcontractor(s) is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.

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

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

11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

Furthermore:

a. Consultant shall take affirmative action to insure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.

c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.

35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment

Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this Agreement either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or the City in securing the goods or services hereunder shall be borne and paid for by the Consultant and by their surety under performance bond, if any, and, in addition to other remedies, the State of California and the City may deduct from any monies due or that thereafter become due to the Consultant the difference between the price named in the particular agreements and the actual cost thereof to the State of California and the City.

36. COMPLIANCE WITH LABOR CODE OF STATE OF CALIFORNIA Pursuant to the provisions of Section 3700 of the Labor Code, Consultant will require every employer to be insured against liability for workman's compensation, or to undertake self-insurance in accordance with the provisions of that code and will comply with such provisions before commencing the performance of the work of a particular agreement. Furthermore, Consultant shall also provide evidence of workmen's compensation insurance, unemployment insurance and disability insurance to cover all of Consultant's employees.

37. THE CIVIL RIGHTS ACT, HCD, AGE DISCRIMINATION AND REHABILITATION ACTS ASSURANCE During the performance of this Agreement the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act

of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.

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

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

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

c. The Consultant will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other agreement or understanding, if any, a notice advertising the said labor

organization or worker's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Consultant will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. STATE NONDISCRIMINATION CLAUSE

a. During the performance of this Agreement, Consultant and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin,

ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of _____2021, at City of Oroville, California.

CITY OF OROVILLE
A Municipal Corporation

_____
Mayor, Chuck Reynolds

CONSULTANT

_____
Name of CEO: Keith McCann
Title: CEO

APPROVED AS TO FORM:

By:_____
City Attorney, Scott E. Huber

ATTEST:

By:_____
Assistant City Clerk, Jackie Glover

Attachments:

A. Scope of Work
B. Insurance Requirements

CITY OF OROVILLE
STAFF REPORT

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

FROM: **DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR**
WES ERVIN, PRINCIPAL PLANNER

RE: **COUNCIL SUPPORT LETTER FOR BIOMASS DEVELOPMENT OPPORTUNITY ZONE GRANT APPLICATION BY THE BUTTE COUNTY FIRE SAFE COUNCIL**

DATE: **FEBRUARY 7, 2023**

SUMMARY

The City Council may approve the attached letter supporting a grant application by the Butte County Fire Safe Council for development of a Biomass Development Opportunity Zone designation (BDO Zone).

DISCUSSION

The Butte County Fire Safe Council, with the help of the informal Butte County Biomass Task Force, has been actively identifying, quantifying, locating, accessing, and brokering utilization of forest biomass, and especially the historic surpluses generated from the North Complex and Dixie fires. This vast supply of forest biomass, when added to the significant agricultural woody biomass from orchard pruning and other activities, has great potential to be feedstock for the manufacture of biofuel, renewable chemicals, energy, and biogas such as hydrogen and methane.

Oroville's hundreds of acres of lands zoned for heavy manufacturing are an excellent location for many of these manufacturing facilities, including the Yosemite Clean project and a potential restart of the former Pacific Oroville Power plant (POPI). If this USDA grant is awarded, Oroville would clearly benefit from the information that will be generated from the BDO and the future economic development the project would help catalyze.

FISCAL IMPACT

None. The project would be fully funded via a USDA Rural Business Development Grant.

RECOMMENDATION

Staff recommends the Council authorize the mayor to sign and submit the grant support letter. .

ATTACHMENTS

1. Draft BDO Zone support letter

CITY OF OROVILLE
OFFICE OF THE MAYOR
1735 MONTGOMERY STREET ● OROVILLE, CA 95965-4897

530-538-2535
Fax 530-538-2468

February 7, 2023

Maria Herrera, State Director
USDA Rural Development
430 G Street, # 4169
Davis, CA 95616-4169

Dear Ms. Herrera,

On behalf of the City of Oroville, we are pleased to support Butte County Fire Safe Council's FY2023 Rural Business Development Grant application to the United States Department of Agriculture (USDA). If awarded, the grant will fund the development of a Biomass Development Opportunity Zone (BDO Zone) designation, which is a powerful economic development tool that de-risks project finance and helps establish clean energy plants in areas that are most likely to succeed, like Butte County.

Butte County has been heavily impacted by wildfires in recent years, with the deadliest, most destructive fire in the state's history occurring in Butte County in 2018. In 2020, California's wildfires burned over 4 million acres including the North Complex Fire in Butte County. Another 2.5 million acres burned in 2021, with the Dixie Fire igniting in Butte County and reaching nearly 1 million acres across several Northern California counties. Due to these fires, Butte County is dealing with a historic surplus of woody feedstock that is being left in piles, burned onsite, or chipped offsite.

In addition to feedstock generated by these devastating wildfires, Butte County is home to over 400,000 acres of productive agricultural, producing a 10-year average of $713M in estimated gross value. Crop maintenance and drought impacts generate additional woody feedstock with potential for greater value through biomass utilization.

The Butte County Fire Safe Council is currently evaluating the volume of woody feedstock resulting from wildfire clean-up, forest health projects, and drought impacts within the County to provide metrics to support the BDO Zone designation. This feedstock is required by new manufacturing facilities to produce

ground/aviation biofuel, renewable chemicals, and biogas economic development. The designation will communicate readiness to interact with biobased investors and developers from around the world due to, among other assets, the feedstock available in and around Butte County.

Biomass utilization plays a key role in forest health, wildfire recovery and risk reduction efforts, and mitigating drought impacts – all of which are vital to the economic health and safety of Butte County. For these reasons, City of Oroville is pleased to support the Butte County Fire Safe Council's USDA grant application to establish a BDO Zone.

Please do not hesitate to contact the Oroville Planning Department at 530.538.2408 with any questions.

Sincerely,

David W. Pittman
Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND CITY COUNCIL**

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

RE: **FORECLOSURE OF 2991 LOWER WYANDOTTE RD.**

DATE: **FEBRUARY 7, 2023**

SUMMARY

The City Council may consider initiating foreclosure proceedings related to the City of Oroville's interest in the Deed of Trust against the property located at 2991 Lower Wyandotte Rd., Oroville (APN 013-310-018).

DISCUSSION

Staff is seeking authorization from the Council to initiate foreclosure on the property located at 2991 Lower Wyandotte Rd. Staff received notification that Linda Stoucky had passed away in December 6, 2021. At that time Mrs. Stouky's sons were notified that the remaining City of Oroville liens on the property were due and payable in a total amount of approximately $81,190.00. After several unsuccessful attempts at communication by both the City and the City's legal counsel, Cole Huber, LLP, staff is requesting approval to start foreclosure proceedings at 2991 Lower Wyandotte Rd., Oroville CA.

During this time frame, the Stouky brothers have continued to pay the $75.00 amortized landscape loan payment.

Address	Amount Due to Primary Lender	Amount of City Loan	Total Loans	Value Based on Comparable
2991 Lower Wyandotte Rd.	$32,157.74 through 03/01/2023	$81,190.05 through March 1, 2023	$113,347.79 (approx.)	$246,479.00

If the City Council authorizes staff to secure the City's interest in this property; staff is proposing that the property be resold on the open market to recoup homebuyer loan costs and/or transfer property to and affordable housing developer. Staff has not gained access the interior of the home to determine what, if any, repairs are needed. Staff will bring these items back to Council if repairs in excess of normal wear and tear maintenance are required.

FISCAL IMPACT

There is no general fund impact. Approximately $5,000 will be needed to cure the default, including foreclosure fees from Fund 221, budget unit 7011, account number 6360, project code 1418910. There is a current available balance of $ $837,291.00.

RECOMMENDATION

Adopt Resolution No. 9124 -A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 2991 LOWER WYANDOTTE RD., OROVILLE (APN 013-310-018)

ATTACHMENTS

Resolution 9124

CITY OF OROVILLE
RESOLUTION NO. 9124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 2991 LOWER WYANDOTTE RD., OROVILLE (APN 013-310-018)

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

1. The Mayor is hereby authorized and directed to execute all documents and any amendments thereto necessary to initiate and complete foreclosure proceedings on 2991 Lower Wyandotte Rd., Oroville CA, (APN 013-310-018) Oroville, California; and

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

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

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Jackie Glover, Assistant City Clerk

CITY OF OROVILLE
STAFF REPORT

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

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

RE: **APPROVE LEASE AND SUBLEASE WITH THE OROVILLE RESCUE MISSION FOR MISSION ESPERANZA**

DATE: **FEBRUARY 7, 2023**

SUMMARY

The City Council may consider approving lease agreement and a sublease agreement with Oroville Rescue Mission for the Mission Esperanza project located at 4248 Lincoln Blvd., Oroville (APN 035-200-034), for a period of three (3) years.

DISCUSSION

The Mission Esperanza property is a vacant 1.92-acre property, zoned commercial light manufacturing (CLM) and is located to the North of the Oroville Rescue Mission.

In September 2018, the City Council adopted a resolution that declared the City has a shelter crisis and subsequently adopted Resolution 8745, pursuant to the State of California's SB 850 and Government Code 8698.2 and associated City of Oroville's Emergency Housing Site Administrative Guidelines, which collectively set forth the requirements and processes for the City to review and authorize, through a permit approved by Council, the establishment and operation of Emergency Housing Sites (EHS). An EHS provides short-term, emergency, temporary housing to not more than 30 individuals using Emergency Sleeping Cabins as defined by Appendix O of the California Building Code. The site may also accommodate no more than 40 persons in congregate shelter, no more than 10 persons in tents and no more than 10 persons in vehicles. Each EHS must adhere to Administrative Guidelines and develop and post good Neighbor Policies addressing the EHS premises and the immediate surrounding neighborhood.

The City of Oroville wished to lease the Mission Esperanza property with the intention to sublease the property to the Oroville Rescue Mission for the operation of the EHS to provide social services to the income-restricted population and will assist the unsheltered population with housing that will ultimately benefit the community as a whole.

If at any time, the state regulations for the use of pallet shelters under the emergency shelter crisis declaration are amended or if the City terminates the emergency shelter crisis declaration,

the Oroville Rescue Mission will deconstruct the units until such time the state and local building codes and regulation approve of such units for short-term emergency housing use.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATION

1. Approve Lease Agreement with Oroville Rescue Mission for property 4248 Lincoln St. for the Mission Esperanza project, dated February 7, 2023 for a period of three (3) years.

2. Approve Sub-Lease Agreement with Oroville Rescue Mission for property 4248 Lincoln St. for the Mission Esperanza project, dated February 7, 2023 for a period of three (3) years.

ATTACHMENTS

1. Lease with Oroville Rescue Mission
2. Sublease with Oroville Rescue Mission

PROPERTY LEASE WITH CITY OF OROVILLE

PREAMBLE AND RECITALS

This Property Lease (hereinafter referred to as the "Lease") is entered into by and between the Oroville Rescue Mission ("ORM"), referred to in this Lease as "Lessor" and the City of Oroville, a California charter city, referred to in this Lease as "City/Lessee."

WHEREAS, Lessor is the owner of certain real property in the County of Butte, State of California, commonly referred to as 4248 Lincoln Blvd., Oroville (APN 035-200-034-000), described and depicted on Exhibits A and B (hereinafter referred to as the "Mission Esperanza Property") which is attached and made a part of this Lease; and

WHEREAS, the Mission Esperanza Property is a vacant 1.92-acre property, zoned commercial light manufacturing (CLM) and located to the North of the Oroville Rescue Mission facility; and

WHEREAS, in September 2018, the City Council adopted a resolution that declared the City has a shelter crisis and subsequently adopted Resolution 8745, pursuant to the State of California's SB 850 and Government Code § 8698.2 and the associated City of Oroville's Emergency Housing Sites Administrative Guidelines, which collectively set forth the requirements and process for the City to review and authorize, through a permit approved by the Council, the establishment and operation of Emergency Housing Sites (EHS); and

WHEREAS, an EHS provides short-term, emergency, temporary housing to not more than 30 individuals using Emergency Sleeping Cabins as defined in Appendix O of the California Building Code. The site may also accommodate no more than 40 individuals in congregate shelter, no more than 10 persons in tents and no more than 10 persons in vehicles. Each EHS must adhere to the Administrative Guidelines and develop and post Good Neighbor Policies addressing the EHS premises and the immediate surrounding neighborhood; and

WHEREAS, the Lessor wishes to lease to Lessee the Mission Esperanza Property (as shown on Exhibits A and B) to comply with Government Code section 8698.4(a)(1) and for the purpose of the Lessee to access and utilize Encampment Resolution Funding develop a partnership with a service provider and sublease the Mission Esperanza Property to the service provider for the operation of an EHS; and

WHEREAS, the Lessee desires to lease from Lessor the Mission Esperanza Property under the terms and conditions set forth in this Lease as more particularly described herein.

NOW, THEREFORE, BE IT RESOLVED found and determined that for the mutual promises contained herein, the Lessor and Lessee, together the "Parties" hereby agree as follows:

ARTICLE 1. LEASE OF MISSION ESPERANZA PROPERTY AND TERM OF LEASE

1.01 **Purpose.** For and in consideration of the rents to be paid the Mission Esperanza Property is hereby leased for the exclusive purpose of Lessee shall use the Mission Esperanza Property for the sole purpose of subleasing the property for the operation of an EHS during the term of the Lease. The Lessor and Lessee agree that the use, operation, and maintenance of the Mission Esperanza Property shall be consistent with this Lease. Except as expressly otherwise provided in this Lease, the Mission Esperanza Property includes the real property plus any appurtenances and easements described in Exhibits A and B of this Lease, and any improvements now or hereafter located or constructed on the Mission Esperanza Property.

1.02 **Term of Lease and Termination by Lessee.** The term of this Lease (the "Term") shall commence on the date this lease is executed by the City and shall expire on the date that is three (3) years therefrom. Lessee may terminate this Lease without demonstration of cause being necessary upon ninety (90) calendar days written notice to Lessor at the address set forth in Section 8.06. Lessor may terminate this Lease without demonstration of cause being necessary upon ninety (90) calendar days written notice to Lessee at the address set forth in Section 8.06.

1.03 **Renewal.** On or about 6 months prior to the expiration of the Lease, the Parties shall meet to determine if sufficient third party funding exists for an extension or renewal of the Lease. In the event that sufficient funding exists, as determined by the Parties, a new lease or an amendment to this Lease will be executed by the Parties.

ARTICLE 2. LEASE CONSIDERATION

2.01 **Consideration.** As mutual consideration for the Lease, which consideration is agreed upon and acknowledged by the Parties, Lessee agrees to provide oversight of the Mission Esperanza Property and to use the Property as set forth in Section 3.01 and to improve the Property as set forth in Section 5.01. The Lessee's intention is to sublease the Mission Esperanza Property for the operation of an EHS to provide a social service to the income-restricted population and will assist the unsheltered population with housing that will ultimately benefit the community as a whole.

ARTICLE 3. USE OF MISSION ESPERANZA PROPERTY

3.01 **Use of Mission Esperanza Property.** Lessee shall use the Mission Esperanza Property for the sole purpose of subleasing the property for the operation of an EHS. Lessee shall not use or permit the Mission Esperanza Property to be used for any other purpose without the prior written consent of the Lessor. Operation of an EHS shall follow state and local regulations, declarations and ordinances regarding pallet shelters units, and if at any time, those regulations, declarations or ordinances are altered or amended, the pallet shelter units will be deconstructed.

3.02 **Prohibited Uses**. Lessee shall not permit the Mission Esperanza Property or any portion of the Mission Esperanza Property to be used or occupied in any manner or for any purpose that is in any way in violation of any valid law, ordinance, or regulation of any federal, state, county, or local governmental agency. Furthermore, Lessee shall not maintain, commit, or permit the maintenance or commission of any

nuisance as now or hereafter defined by any statutory or decisional law applicable to the Mission Esperanza Property or any part of the Mission Esperanza Property.

3.03 **Assignment and Subletting.** Lessee shall not assign this Lease or sublet to any portion of the Mission Esperanza Property without prior written consent of the Lessor's Executive Director, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.

ARTICLE 4. UTILITIES

4.01 During the term of this Lease, Lessor shall pay or cause to be paid, prior to delinquency any and all utilities furnished to the Mission Esperanza Property including, without limitation, water, electricity, and other public utilities. Lessor shall hold the Lessee free and harmless from all charges for the furnishing of utilities to the Mission Esperanza Property.

ARTICLE 5. IMPROVEMENTS

5.01 **Improvements to the Mission Esperanza Property.** The Lessee and Lessor will coordinate site improvements based on the approved site plan and engineered construction plans. Lessor retains responsibility for the costs of site improvements, including payment of all permits, fees and costs.

ARTICLE 6. MAINTENANCE AND REPAIRS

6.01 **Maintenance by Lessor.**

a. During the term of this Lease, Lessor shall, at Lessor's own cost and expense, keep and maintain the Mission Esperanza Property, all improvements, and all appurtenances, now or hereafter on the Mission Esperanza Property, in good order and repair and in a safe and clean condition. Lessor shall remove all garbage and rubbish from the Mission Esperanza Property on a routine and regular basis.

b. Lessor shall do, or cause to be done without delay, all those things which, in the opinion of the ORM Board of Directors and/or City Administrator, are necessary or desirable in the interest of safety or to maintain the Mission Esperanza Property and improvements in good repair and appearance.

c. Lessee shall not make or cause to be made any alterations or improvements to the Mission Esperanza Property without first securing the written consent of the Lessor's Executive Director. This clause shall not prohibit the City from taking action to enforce its municipal code or any other law applicable to the Mission Esperanza Property.

6.02 **Surrender of Mission Esperanza Property.** All alterations or improvements shall become a part of the Mission Esperanza Property and ownership of all improvements shall remain with Lessor at the expiration or termination of this Lease.

ARTICLE 7. INDEMNITY

7.01 **Mutual Indemnification.** Each party shall indemnify and hold the other Party

harmless from all liabilities, costs and expenses (including, without limitation, attorney's fees) that such Party may suffer, sustain or become subject to as a result of any misrepresentation or breach of warranty, covenant or agreement of the indemnifying Party contained herein or the indemnifying Party's gross negligence or willful misconduct in performance of its obligations under this Lease. This indemnification shall not include a duty to defend the other party and shall only be applicable upon a judgment or finding of fault by a court of competent jurisdiction.

ARTICLE 8. MISCELLANEOUS

8.01 **Default.** In the event of a breach by Lessee of any of the terms of this Lease, all rights of Lessee hereunder shall cease and terminate, and in addition to all other rights it may have at law or in equity Lessor may take possession of the Mission Esperanza Property without notice, and may remove any and all persons therefrom, and may also cancel and terminate this Lease; and upon any such cancellation, all rights of Lessee in and to the Mission Esperanza Property shall cease and terminate.

8.02 **Force Majeure.** Except as otherwise expressly provided in this Lease, if the performance of any act required by this Lease to be performed by either Lessee or Lessor is prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused. However, nothing contained in this Section shall excuse the prompt payment of Rent by Lessee as required by this Lease or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

8.03 **Attorneys' Fees.** In any dispute between the Lessee and Lessor, whether or not resulting in litigation, the prevailing party shall be entitled to recover from the other party all reasonable costs, including without limitation, reasonable attorneys' fees. "Prevailing party" shall include without limitation, a party who dismisses an action for specific performance or for damages in exchange for sums allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action, or which receives from the other party, in connection with any dispute, performance substantially equivalent to any of these.

8.04 **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of California. Any claim or lawsuit pertaining to this Lease shall be filed and litigated only in the Superior Court of Butte County or in the United States District Court, Eastern District of California.

8.05 **Lessor's Covenant Against Further Encumbrance.** During the Lease term, Lessor shall not enter into new leases or any other obligations or agreements affecting the Lessee or the Lease without prior written consent of Lessee.

8.06 **Notices.** Any notices required to be given under this Lease shall be in writing and shall be deemed properly delivered, given, or served when personally delivered to the Lessee or Lessor, or in lieu of such personal service, sent by United States mail, registered or certified, return receipt requested, addressed as follows:

LESSEE: **LESSOR:**

City of Oroville
Attention: City Administrator
1735 Montgomery Street
Oroville, CA 95965

Oroville Rescue Mission
Attn: Executive Director
P.O. Box 2481
Oroville, CA 95965

WITH COURTESY COPY TO:
City Attorney – City of Oroville
c/o Cole Huber LLP
2281 Lava Ridge Court #300
Roseville, CA 95661

In the event of personal service, notice shall be deemed given when personally served. In the event of service by mail, notice shall be deemed to have been given seventy-two (72) hours after deposit of same in the United States mailbox in the State of California, postage prepaid, addressed as set forth above, or upon the date of the signed return receipt, whichever is sooner. Either party may change its address for the purposes of this section by giving written notice of such change to the other party in the manner provided in this section.

8.07 **No Third-Party Beneficiaries Intended.** Unless specifically set forth, the parties to this Lease do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

8.08 **Partial Invalidity.** If any provision of this Lease is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

8.09 **Entire Lease.** This Lease, which includes all exhibits attached hereto and incorporated by reference herein, contains all the representations and the entire understanding and agreement between the parties pertaining to the use of the Mission Esperanza Property and any other matters connected therewith. All correspondence, memoranda, or oral or written agreements pertaining to the Mission Esperanza Property or the parties hereto, which originated before the date of this Lease are null, void and no longer in force and with no effect, and are replaced in total with this Lease unless otherwise expressly stated in this Lease.

8.10 **Headings, Reference and Joint and Several Liability.** The titles and headings of the various Sections of this Lease are intended solely for convenience of reference and are not intended to explain, modify, or place any provisions of this Lease. Masculine and feminine, or neutral gender and the singular and the plural number shall each be considered to include the other whenever the context so requires. If either party consists of more than one person, each such person shall be jointly and severally liable.

8.11 **No Party Deemed Drafter.** In the event of a dispute between any of the parties hereto over the meaning of this Lease, no party shall be deemed to have been the drafter hereof, and the principle of law set forth in Civil Code §1654 that contracts are construed against the drafter shall not apply.

8.12 **Waivers and Amendments.** All waivers of the provisions of this Lease must be in writing and signed by the appropriate authorities of the Lessee or Lessor, and all amendments hereto must be in writing and signed by the appropriate authorities of the Lessee and the Lessor. However, amendments which do not result in a

substantial or functional change to the original intent of the Lease and do not cause an increase to the amount payable under this Lease shall be deemed "minor amendments" and may be agreed to in writing between the ORM Executive Director and the City Manager without requiring approval of the ORM Board or City Council.

8.13 **Authority**. Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Lease on behalf of the respective parties to this Lease, that they have full right, power, and lawful authority to undertake all obligations as provided in this Lease; and that the execution, performance, and delivery of this Lease by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Lease.

8.14 **Effective Date of Lease.** The Effective Date of this Lease shall be February 7, 2023, as noted in Section 1.02.

LESSEE:	**LESSOR:**
_____	_____
David Pittman, Mayor	Jill LaMalfa, Board Chair

Exhibit A-Legal Description
Exhibit B-Location Map

EXHIBIT 'A'-LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF BUTTE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL I:
LOTS 263 AND 264, AS SHOWN ON THAT CERTAIN MAP ENTITLED "OFFICIAL MAP OF THE LEE-HIGGINS TRACT, NEAR OROVILLE, BUTTE CO., CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, APRIL 7, 1910, IN BOOK 6 OF MAPS, AT PAGE(S) 73.
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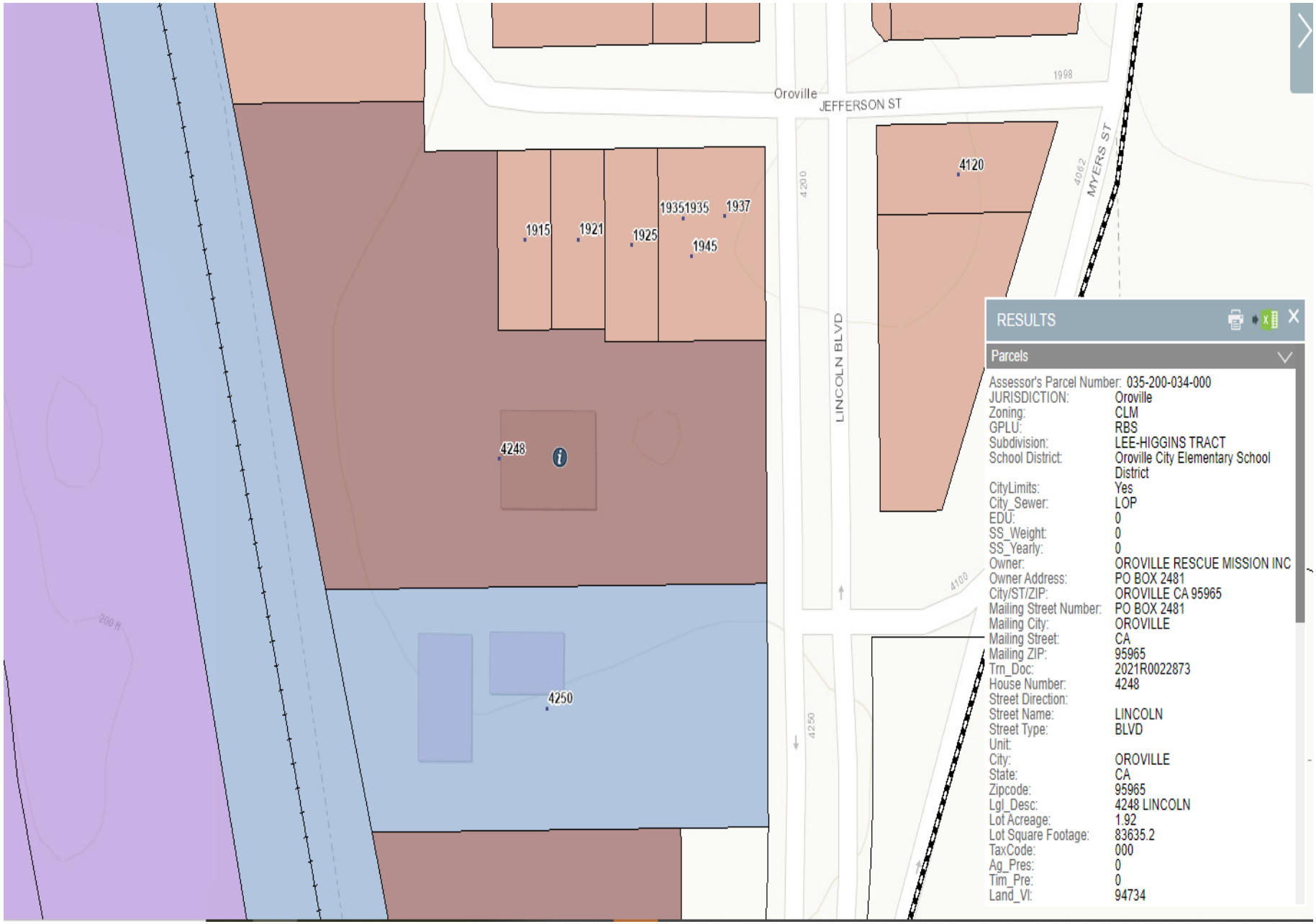
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A.P.N. 035-200-034-000

EXHIBIT 'B'-LOCATION MAP



PROPERTY SUBLEASE WITH OROVILLE RESCUE MISSION

PREAMBLE AND RECITALS

This Property Sublease (hereinafter referred to as the "Sublease") is entered into by and between the City of Oroville, a California charter city, referred to in this Sublease as "Sublessor" and the Oroville Rescue Mission, a non-profit organization, referred to in this Sublease as "Sublessee."

WHEREAS, on February 7, 2023, the Oroville City Council considered and approved a property lease between the City of Oroville and the Oroville Rescue Mission for the Mission Esperanza Property located at 4248 Lincoln Blvd., Oroville, California; and

WHEREAS, the City of Oroville is the Lessee of certain real property in the County of Butte, State of California, commonly referred to as 4248 Lincoln Blvd (APN 035-200-034-000), described and depicted on Exhibits A, B and C (hereinafter referred to as the "Mission Esperanza Property") which is attached and made a part of this Sublease; and

WHEREAS, the Mission Esperanza Property is currently a vacant 1.92-acre property, zoned commercial light manufacturing (CLM) and located to the North of the Oroville Rescue Mission facility; and

WHEREAS, in September 2018, the City Council adopted a resolution that declared the City has a shelter crisis and subsequently adopted Resolution 8745, pursuant to the State of California's SB 850 and Government Code § 8698.2 and the associated City of Oroville's Emergency Housing Sites Administrative Guidelines, which collectively set forth the requirements and process for the City to review and authorize, through a use permit approved by the Council, the establishment and operation of Emergency Housing Sites (EHS); and

WHEREAS, an EHS provides short-term, emergency, temporary housing to not more than 30 individuals using Emergency Sleeping Cabins as defined in Appendix O of the California Building Code. The site may also accommodate no more than 40 individuals in congregate shelter, no more than 10 persons in tents and no more than 10 persons in vehicles. Each EHS must adhere to the Administrative Guidelines and develop, post, and enforce Good Neighbor Policies addressing the EHS premises and the immediate surrounding neighborhood; and

WHEREAS, the Sublessor wishes to Sublease to Sublessee the Mission Esperanza Property (as shown on Exhibits A, B and C) for the purpose of EHS operations and services; and

WHEREAS, the Mission Esperanza Property infrastructure will be completed by the Sublessee, including up to thirty (30) pallet shelters; and

WHEREAS, the Sublessee desires to Sublease from Sublessor the Mission Esperanza Property under the terms and conditions set forth in this Sublease as more particularly described

herein.

NOW, THEREFORE, BE IT RESOLVED found and determined that for the mutual promises contained herein, the Sublessor and Sublessee, together the "Parties" hereby agree as follows:

ARTICLE 1. SUBLEASE OF MISSION ESPERANZA PROPERTY AND TERM OF SUBLEASE

1.01 **Purpose.** For and in consideration of Sublessee's provision of the consideration set forth in Section 2.01, the Mission Esperanza Property is hereby Sublet for the exclusive purpose that Sublessee shall use the Mission Esperanza Property for the sole purpose of operation of an EHS during the term of this Sublease. The Sublessor and Sublessee agree that the use, operation, and maintenance of the Mission Esperanza Property shall be consistent with this Sublease. Except as expressly otherwise provided in this Sublease, the Mission Esperanza Property includes the real property plus any appurtenances and easements described in Exhibits A, B and C of this Sublease, and any improvements now or hereafter located or constructed on the Mission Esperanza Property.

1.02 **Term of Sublease and Termination.** The term of this Sublease (the "Term") shall commence on the date this Sublease is executed by the City and shall expire on the date that is three (3) years therefrom. Sublessee may terminate this Sublease without demonstration of cause being necessary upon ninety (90) calendar days written notice to Sublessor at the address set forth in Section 8.06. Sublessor may terminate this Sublease without demonstration of cause being necessary upon ninety (90) calendar days written notice to Sublessee at the address set forth in Section 8.06.

1.03 **Renewal.** On or about 6 months' prior to the expiration of the Lease, the Parties shall meet to determine if sufficient third party funding exists for an extension or renewal of the Lease. In the event that sufficient funding exists, as determined by the Parties, a new lease or an amendment to this Lease will be executed by the Parties.

1.04 **Compliance with City Ordinances Upon Termination of Sublease.** Upon termination of the Sublease, Sublessee agrees that the Mission Esperanza Property shall comply with all City ordinances and codes. This includes but is not limited to the possible deconstruction and/or demolition of any installed pallet shelters and other structures which, in the opinion of the City, in its sole and absolute discretion, do not comply with the City's municipal codes or ordinances at the time of termination of the Sublease.

ARTICLE 2. SUBLEASE CONSIDERATION

2.01 **Consideration.** As mutual consideration for the Lease, which consideration is agreed upon and acknowledged by the Parties, Sublessee agrees to provide oversight of the Mission Esperanza Property and perform the services set forth in Section 3.01 and improvements set forth in 5.01. The Sublessee's property monitoring and maintenance will eliminate loitering, squatting, debris accumulation, reduce deferred maintenance and the improvements installed may benefit future development of the property. In addition, the

Sublessee's intention is to provide a social service, to the income-restricted population and will assist the unsheltered population with housing that will ultimately benefit the community as a whole.

ARTICLE 3. USE OF MISSION ESPERANZA PROPERTY

3.01 **Use of Mission Esperanza Property.** Sublessee shall use the Mission Esperanza Property for the sole purpose of operation of an EHS in accord with the City of Oroville's Emergency Housing Sites Administrative Guidelines dated January 15, 2023, incorporated herein by this reference. Sublessee shall not use or permit the Mission Esperanza Property to be used for any other purpose without the prior written consent of the Sublessor.

If at any time, the state regulations for use of pallet shelters under an emergency shelter crisis declaration are amended or if the City terminates the emergency shelter crisis declaration, the Lessor agrees to deconstruct the units until such time the state and local building codes and regulations approve of such units for short-term emergency housing use.

3.02 **Prohibited Uses**. Sublessee shall not permit the Mission Esperanza Property or any portion of the Mission Esperanza Property to be used or occupied in any manner or for any purpose that is in any way in violation of any law, ordinance, or regulation of any federal, state, county, or local governmental agency. Furthermore, Sublessee shall not maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Mission Esperanza Property or any part of the Mission Esperanza Property.

A. While in possession of the Property and in the performance of the consideration set forth herein, Sublessee shall not discriminate against any employee or applicant for employment or recipient of services because of race, color, ancestry, national origin, religious creed, sex sexual orientation, gender-identification, disability, age, marital status, political affiliation, or membership or non-membership in any organization.

3.03 **Assignment and Subletting.** Sublessee shall not assign this Sublease or sublet to any portion of the Mission Esperanza Property without prior written consent of the Sublessor's Executive Director, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Sublessor, may terminate this Sublease.

ARTICLE 4. UTILITIES

4.01 During the term of this Sublease, Sublessee shall pay or cause to be paid, prior to delinquency any and all utilities furnished to the Mission Esperanza Property including, without limitation, water, electricity, and other public utilities. Sublessee shall hold the Sublessor free and harmless from all charges for the furnishing of utilities to the Mission Esperanza Property

ARTICLE 5. MAINTENANCE AND REPAIRS

5.01 Maintenance by Sublessee.

a. During the term of this Sublease, Sublessee shall, at Sublessee's own cost and expense, keep and maintain the Mission Esperanza Property, all improvements, and all appurtenances, now or hereafter on the Mission Esperanza Property, in good order and repair and in a safe and clean condition. Sublessee shall remove all garbage and rubbish from the Mission Esperanza Property on a routine and regular basis.

b. Sublessee shall do, or cause to be done without delay, all those things which, in the opinion of the City Administrator, are necessary or desirable in the interest of safety or to maintain the Mission Esperanza Property and improvements in good repair and appearance.

5.02 Surrender of Mission Esperanza Property. All alterations or improvements shall become a part of the Mission Esperanza Property and ownership of all improvements shall remain with Sublessee at the expiration or termination of this Sublease. At the expiration or termination of this Sublease, Sublessee shall leave the Mission Esperanza Property, along with the emergency sleeping cabins, in good condition, normal wear and tear excepted.

ARTICLE 6. INDEMNITY

6.01 Mutual Indemnification. Each party shall indemnify and hold the other Party harmless from all liabilities, costs, and expenses (including, without limitation, attorney's fees) that such Party may suffer, sustain, or become subject to as a result of any misrepresentation or breach of warranty, covenant or agreement of the indemnifying Party contained herein or the indemnifying Party's gross negligence or willful misconduct in performance of its obligations under this Lease. This indemnification shall not include a duty to defend the other party and shall only be applicable upon a judgment or finding of fault by a court of competent jurisdiction.

6.02 Americans with Disabilities Act. As the sole occupant of Mission Esperanza Property, Sublessee shall indemnify, defend, and hold Sublessor harmless from any and all cost, expense, liability, or obligation that may arise, or be imposed on the Sublessee, Sublessor, or the Mission Esperanza Property under the Americans With Disabilities Act of 1990, as now in effect or hereafter amended, and all rules and regulations issued under that law (collectively referred to as the "ADA"). Without limitation of the foregoing, Sublessee shall be solely responsible for compliance with any of the following requirements of the ADA that may be applicable, and all cost and expense related thereto: barrier removal to ensure that members of the public with disabilities have access to the Mission Esperanza Property and all services provided thereon; providing auxiliary aids and services when necessary to remove communication barriers for members of the public with disabilities; and compliance with the ADA Accessibility Guidelines when performing any alterations, renovations, or remodels, or when otherwise required by local, state or federal authorities. This indemnification shall include the

defense of any action or proceeding (including the payment of attorney's fees and court costs) brought against Sublessor by any agency, individual or class of individuals, alleging violation or non-compliance with the ADA, and payment of any liability arising out of such actions or proceedings.

ARTICLE 7. DAMAGE

7.01 **Damage or Loss.** Sublessee, as a material part of the consideration to Sublessor, hereby assumes all risk of damage to its property or injury to persons in or upon the Mission Esperanza Property. Sublessee hereby relieves Sublessor, and waives its entire right of recovery against Sublessor, for loss or damage arising out of or incident to the use of the Mission Esperanza Property, whether due to the negligence of the Sublessee or their respective agents, employees and/or contractors.

ARTICLE 8. INSURANCE

8.01 **Coverage.** Unless modified in writing by City's Risk Manager and City Attorney, Sublessee shall maintain the following noted insurance during the duration of the Sublease:

a. Insurance Services Office form number CG-0001, Commercial General Liability Insurance, in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury, personal injury and property damage.

b. The City does not accept insurance certificates or endorsements with the wording "but only in the event of a named insured's sole negligence" or any other verbiage limiting the insured's insurance responsibility.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or the Sublessee shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

The General Liability shall contain or be endorsed to contain the following provisions:

c. City, its elected officials, officers, employees, and agents are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of Sublessee; premises owned, leased, or used by Sublessee; or automobiles owned, leased, hired or borrowed by Sublessee. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, employees, agents, and volunteers.

d. The insurance coverage of Sublessee shall be primary insurance as respects City, its elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its elected officials, officers, employees, agents, and volunteers, shall be in excess of Sublessee's insurance and shall not contribute with it.

e. Coverage shall state that the insurance of Sublessee shall apply separately to each

insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Each insurance policy required by this Sublease shall be endorsed to state that coverage shall not be canceled except after thirty (30) calendar days' prior written notice has been given to City. In addition, Sublessee agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) calendar days' prior written notice has been given to City.

g. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII.

h. Sublessee shall designate the City of Oroville as a Certificate Holder of the insurance. Sublessee shall furnish City with certificates of insurance and original endorsements effecting the coverages required by this clause. Certificates and endorsements shall be furnished to: Risk Management Department, City of Oroville, 1735 Montgomery St., Oroville, CA 95965. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City's Risk Manager and City Attorney prior to the commencement of contracted services. City may withhold payments to Sublessee if adequate certificates of insurance and endorsements required have not been provided, or not been provided in a timely manner.

i. The requirements as to the types and limits of insurance coverage to be maintained by Sublessee as required by Article 8.01 of this Sublease, and any approval of said insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Sublessee pursuant to this Sublease, including, without limitation, provisions concerning indemnification.

j. If any policy of insurance required by this Section is a "claims made" policy, pursuant to Code of Civil Procedure § 342 and Government Code § 945.6, Sublessee shall keep said insurance in effect for a period of eighteen (18) months after the termination of this Contract.

k. If any damage, including death, personal injury, or property damage, occurs in connection with the performance of this Sublease, Sublessee shall immediately notify City's Risk Manager by telephone at (530) 538-2407. No later than three (3) calendar days after the event, Sublessee shall submit a written report to City's Risk Manager containing the following information, as applicable: 1) name and address of injured or deceased person(s); 2) name and address of witnesses; 3) name and address of Sublessee's insurance company; and 4) a detailed description of the damage and whether any City property was involved.

ARTICLE 9. MISCELLANEOUS

9.01 **Default.** In the event of a breach by Sublessee of any of the terms of this Sublease, all rights of Sublessee hereunder shall cease and terminate, and in addition to all other rights it may have at law or in equity Sublessor may take possession of the Mission Esperanza

Property without notice, and may remove any and all persons therefrom, and may also cancel and terminate this Sublease; and upon any such cancellation, all rights of Sublessee in and to the Mission Esperanza Property shall cease and terminate.

9.02 **Force Majeure.** Except as otherwise expressly provided in this Sublease, if the performance of any act required by this Sublease to be performed by either Sublessee or Sublessor is prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused. However, nothing contained in this Section shall excuse the prompt delivery of the consideration set forth in Section 2.01 and 3.01 as required by this Sublease or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

9.03 **Attorneys' Fees.** In any dispute between the Sublessee and Sublessor, whether or not resulting in litigation, the prevailing party shall be entitled to recover from the other party all reasonable costs, including without limitation, reasonable attorneys' fees. "Prevailing party" shall include without limitation, a party who dismisses an action for specific performance or for damages in exchange for sums allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action, or which receives from the other party, in connection with any dispute, performance substantially equivalent to any of these.

9.04 **Governing Law.** This Sublease shall be governed by and construed in accordance with the laws of the State of California. Any claim or lawsuit pertaining to this Sublease shall be filed and litigated only in the Superior Court of Butte County or in the United States District Court, Eastern District of California.

9.05 **Possessory Interests.** Pursuant to Revenue and Taxation Code Section 107.6, Sublessee is advised that this Sublease may create a possessory interest subject to taxation. Sublessee is responsible for the prompt payment of all taxes in relation to its exclusive possession of the Property and shall promptly remit all such taxes when due.

9.06 **Notices.** Any notices required to be given under this Sublease shall be in writing and shall be deemed properly delivered, given, or served when personally delivered to the Sublessee or Sublessor, or in lieu of such personal service, sent by United States mail, registered, or certified, return receipt requested, addressed as follows:

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

SUBLESSEE:
Oroville Rescue Mission
Attention: Executive Director
P.O, Box 2481
Oroville, CA 95965

WITH COURTESY COPY TO:
City Attorney – City of Oroville
c/o Cole Huber LLP

2281 Lava Ridge Court #300
Roseville, CA 95661

In the event of personal service, notice shall be deemed given when personally served. In the event of service by mail, notice shall be deemed to have been given seventy-two (72) hours after deposit of same in the United States mailbox in the State of California, postage prepaid, addressed as set forth above, or upon the date of the signed return receipt, whichever is sooner. Either party may change its address for the purposes of this section by giving written notice of such change to the other party in the manner provided in this section.

9.07 **No Third-Party Beneficiaries Intended.** Unless specifically set forth, the parties to this Sublease do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

9.08 **Partial Invalidity.** If any provision of this Sublease is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Sublease shall remain in full force and effect unimpaired by the holding.

9.09 **Entire Sublease.** This Sublease, which includes all exhibits attached hereto and incorporated by reference herein, contains all the representations and the entire understanding and agreement between the parties pertaining to the use of the Mission Esperanza Property and any other matters connected therewith. All correspondence, memoranda, or oral or written agreements pertaining to the Mission Esperanza Property or the parties hereto, which originated before the date of this Sublease are null, void and no longer in force and with no effect, and are replaced in total with this Sublease unless otherwise expressly stated in this Sublease.

9.10 **Headings, Reference and Joint and Several Liability.** The titles and headings of the various Sections of this Sublease are intended solely for convenience of reference and are not intended to explain, modify, or place any provisions of this Sublease. Masculine and feminine, or neutral gender and the singular and the plural number shall each be considered to include the other whenever the context so requires. If either party consists of more than one person, each such person shall be jointly and severally liable.

9.11 **No Party Deemed Drafter.** In the event of a dispute between any of the parties hereto over the meaning of this Sublease, no party shall be deemed to have been the drafter hereof, and the principle of law set forth in Civil Code §1654 that contracts are construed against the drafter shall not apply.

9.12 **Waivers and Amendments.** All waivers of the provisions of this Sublease must be in writing and signed by the appropriate authorities of the Sublessee or Sublessor, and all amendments hereto must be in writing and signed by the appropriate authorities of the Sublessee and the Sublessor. However, amendments which do not result in a substantial or functional change to the original intent of the Sublease and do not cause an increase to the amount payable under this Sublease shall be deemed "minor amendments" and may be agreed to in writing between the City Manager and the Oroville Rescue Mission.

9.13 **Authority**. Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Sublease on behalf of the respective parties to this Sublease, that they have full right, power, and lawful authority to undertake all obligations as provided in this Sublease; and that the execution, performance, and delivery of this Sublease by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Sublease.

9.14 **Effective Date of Sublease.** The Effective Date of this Sublease is the date it is executed by the City, as noted in Section 1.02.

LESSEE:	**LESSOR:**
_____	_____
David Pittman, Mayor	Jill LaMalfa, Board Chair

Exhibit A-Legal Description
Exhibit B-Location Map

EXHIBIT 'A'-LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF BUTTE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

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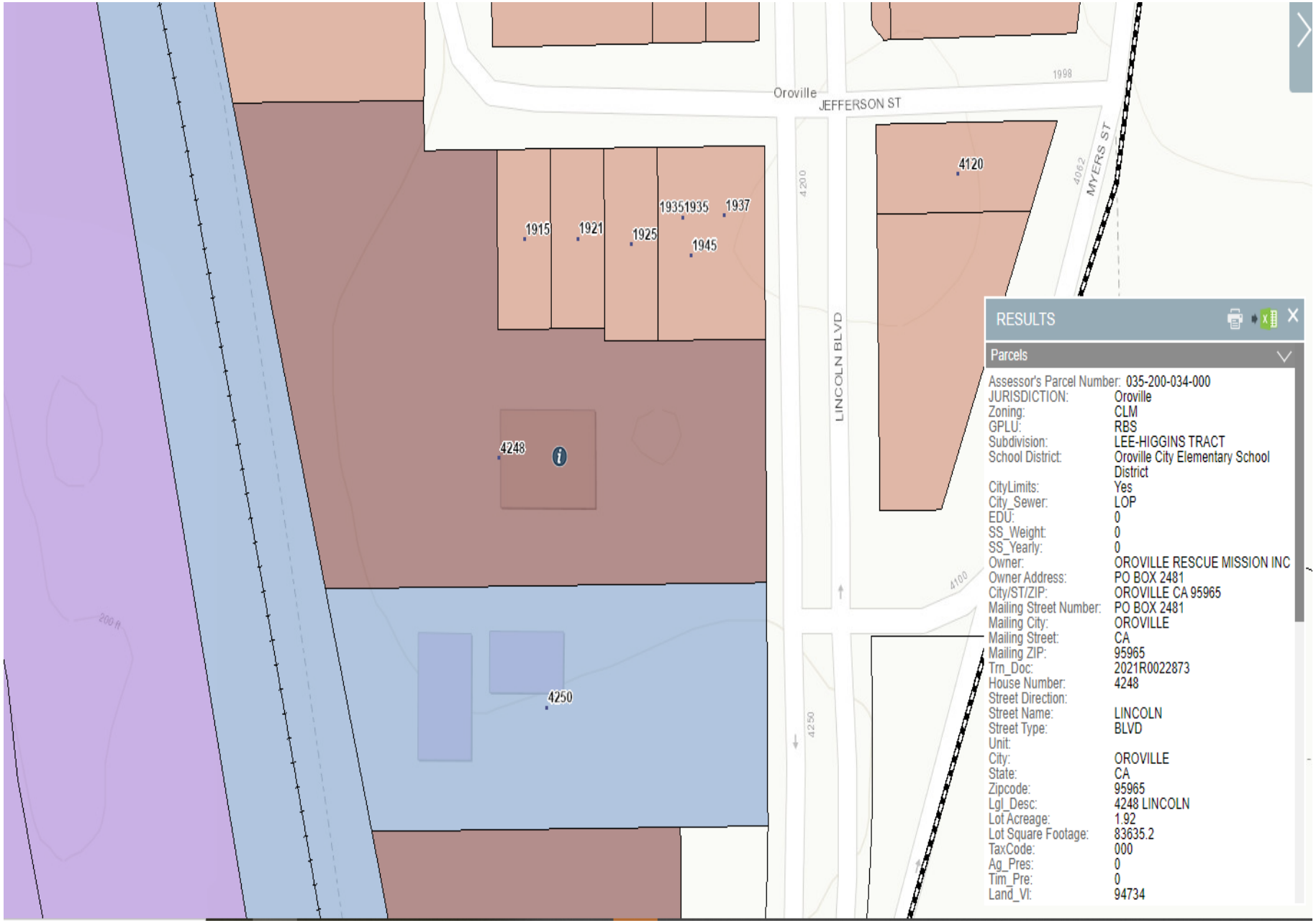
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A.P.N. 035-200-034-000

EXHIBIT 'B'-LOCATION MAP



CITY OF OROVILLE
STAFF REPORT

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

FROM: **BILL LAGRONE, INTERIM CITY ADMINISTRATOR**

RE: **EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BRIAN RING**

DATE: **FEBRUARY 7, 2023**

SUMMARY

The Council will consider a 3-year employment agreement between the City of Oroville and Brian Ring as City Administrator, with an annual salary of $204,365.00.

DISCUSSION

The Council began a search for a new City Administrator in late December 2022. Several options were considered. Those options included using an outside employment firm. This option was very expensive and did not meet the need to expeditiously fill the position. A second option was to have internal staff handle the recruitment process. This resulted in the City receiving two very well qualified candidates from the local area.

On January 11, 2023, the Council meet with and interviewed both Candidates. After interviewing both candidates and deliberating the decision, Staff was given direction to negotiate a contract with candidate Brian Ring.

Mr. Ring's educational background includes a Bachelor of Science degree in Business Administration as well as a Master of Science degree in Business Administration both were earned at Chico State. Mr. Ring is currently working as a Deputy Chief Administrative Officer for Butte County. Mr. Ring has been employed at Butte County for the 13 years. Prior to working for Butte County, Mr. Ring worked Colusa County and for the Butte County Office of Education. Mr. Ring has extensive ties to this area and has committed his career to the betterment of this area.

Staff was able to successfully negotiate a three-year contract effective February 27, 2023 to February 26, 2026, Ring may request a two year extension if he so desires. The annual salary will be $204,365.00, all other terms and conditions are the standard

terms and conditions contained in Department head contracts. For additional details see attached contract.

FISCAL IMPACT:

This position is funded in the 2022/2023 fiscal year budget.

RECOMMENDATION:

Adopt Resolution No. 9123 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BRIAN RING TO SERVE AS THE CITY ADMINISTRATOR – (Agreement No. 3444).

ATTACHMENTS:

1. Agreement 3444

OROVILLE CITY COUNCIL
RESOLUTION NO. 9123

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BRIAN RING

(Agreement No. 3444)

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

1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Brian Ring. The Agreement is attached hereto as Exhibit "A".

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

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

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Bill LaGrone, City Clerk

City of Oroville

Administration

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2402 FAX (530) 538-2426
www.cityoforoville.org

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BRIAN RING

This employment agreement ("Agreement") is made and entered into on February 7, 2023**,** by and between the City of Oroville ("City") and Brian Ring ("EMPLOYEE") both of whom understand as follows:

Witnessed:

WHEREAS, City desires to employ the services of Ring as its City Administrator; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish wages, hours, terms and conditions of employment for Ring; and

WHEREAS, Ring desires to accept employment as the City Administrator for the City of Oroville.

Now, therefore, in consideration of the mutual covenants herein contained, the parties agree that this Agreement supersedes in total any prior employment agreements between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ RING as the City Administrator of the City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City, the approved job description (which may be amended from time to time) and such other legally permissible and proper duties and functions as the Council shall from time to time assign to him.

Section 2. Term; Termination; Severance Compensation:

A. The term of this Agreement shall be effective February 27, 2023 and shall continue until February 26, 2026, at which time RING may request a (2) two year extension of this contract, on or before September 26, 2025. RING shall give written notice to City if he wishes to extend the agreement on the same terms and conditions for the additional (2) two years. Thereafter the Council shall determine, within 30 days, whether or not it wishes to continue and/or extend the agreement and shall give written notice to RING of its decision. If the Council approves the continuation and/or extension, the parties shall meet in an effort to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this agreement shall terminate as outlined above, and thereafter RINGS shall not be entitled to

any compensation except for any accrued vested benefits as listed below.

B. If RING resigns his position as the City Administrator before the expiration date of the initial or any extended term of the agreement, RING shall give City a 60-day written notice in advance. In such event, RING shall not be entitled to the severance compensation provided for in Section 2.C. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than 30 days without penalty should RING make such request.

C. As an at will employee, City may terminate this agreement at any time with or without cause. If the City discharges RING from his position, without cause, as City Administrator, the City shall pay RING a lump-sum cash payment equal to six months salary. In addition, RING shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation and administrative leave. The City shall not contribute any payment towards continued health insurance (i.e. COBRA) or any other benefits contained in this Agreement, including but not limited to vehicle allowance and technology allowance. However, in the event RING is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation except for any vested benefits. In any event, if the City chooses to terminate the agreement, RING shall have the opportunity to retire from City employment through PERS, in lieu of termination.

Section 3. Random Drug Testing Policy:

EMPLOYEE agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If EMPLOYEE becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the agreement, subject to the severance pay provisions of Section 2. C.; provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the Californian Fair Employment and Housing Act.

Section 5. Salary:

City agrees to place EMPLOYEE at Step E of the City Administrator salary schedule, an annual base salary of $204,365.00 upon the effective date noted above and payable at the same time and manner as other Council Appointed Employees of the City are paid,

Section 6. Hours of Work; Administrative Leave:

Employed on a full-time basis, and for optimal customer service should perform such work, during normal business hours. However, it is recognized that it shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to take 85 hours per calendar year of Administrative Leave, unless City and employee agree upon an alternate amount of leave. Employee shall have the option to cash out up to 20 hours of administrative leave per calendar year.

Section 7. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or when death appears imminent, employee shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against his sick leave. Before taking such leave, RING shall notify, in writing, the City Administrator of the time of absence needed and the expected date of return to work. The immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 8. Automobile Allowance:

City shall provide an automobile to RING suitable for his use while performing his duties or compensate him if no vehicle is available at $300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5 T(k)(6).

Section 9. Vacation and Sick Leave:

RING shall accumulate sick leave at the rate of one (1) workday for each month of employment. RING shall be permitted to accumulate an unlimited amount of sick leave.

RING shall accumulate vacation leave at the rate of 20 working days of vacation per year. RING shall be permitted to accumulate an unlimited amount of vacation.

The City recognizes Ring is leaving an organization with substantial accruals that will be lost. The City will allow for Ring to bring 972 hours of sick leave as a one time transfer to accommodate Rings transition to the City of Oroville. In addition, Ring will be credited with a starting balance of 40 hours of vacation.

Section 10. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for RING and his eligible dependents.

Section 11. Holidays: RING is authorized to celebrate the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. President's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. The Day After Thanksgiving Day
11. Last Workday Before Christmas Day
12. Christmas Day

EMPLOYEE shall be compensated for each holiday of straight time compensation.

Section 12. Technology Fee:

City shall provide a technology allowance to RING in the amount of $100/month to compensate his for the use of his private cell phone and laptop/tablet for City business.

Section 13. Retirement:

RING will pay 7% of the employee share of his CalPERS retirement contribution upon commencement of this agreement. In the event that any legislation mandates that the employee share increase above 9% during the term of this agreement or any extensions, RING and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4th level for RING.

Sick Leave Conversion at the Time of Retirement:

Upon regular retirement from the City of Oroville, RING shall have the option to convert his unused sick leave balance to CalPERS for service credit or he may convert it to a dollar value account at the rate of one month premium for each three (3) days of accrued but unused sick leave remaining on the books at the date of retirement, to pay premiums for medical, dental and vision insurance. RING may also elect to split his unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

If RING elects to convert his unused sick leave to a dollar value account to pay for medical, dental and vision insurance and it becomes exhausted, RING shall have the option of continuing medical, dental and vision insurance coverage at his own expense, consistent with current City policy and Federal law. If, after his retirement, RING becomes deceased before his dollar value account has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

RING will be eligible for the Medical longevity benefit as previously approved by the City Council once he reaches the age of 55. This benefit allows for RING to be eligible for continued medical coverage with the City paying the full premium until age 65 when employee becomes eligible for Medicare

Section 15. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan for RING. The City shall contribute 3% of EMPLOYEE's base salary to RING's Deferred Compensation Plan. In addition, the City shall match the first 2% that RING contributes to RING's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the agreement, and any extensions thereof, RING shall only accept outside employment that involves teaching or training related to his profession and any existing agreements. Any outside employment shall not interfere with RING's duties as while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of RING necessary for his continuation and full participation in national, regional, state and local associations and organizations as are desirable for his continued professional participation, growth and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

Section 18. Professional Development:

A. City agrees to budget for and to pay for travel and subsistence expenses of RING for professional and official travel, meetings, and occasions to continue the professional development of RING, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which RING serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

B. City also agrees to budget for and to pay for travel and subsistence expenses of RING for short courses, institutes and seminars that are necessary for his professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by RING, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Administration's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and RING is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of RING's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify RING against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of RING's duties as City Administrator, except for any civil action or proceeding brought against RING for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of RING under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and RING that RING is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, RING serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to the agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965

B. TO EMPLOYEE: RING at his permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to the agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.

B. The agreement shall be binding upon and inure to the benefit of the heirs at law and executors of RING.

C. The agreement shall not be assigned by RING or City.

D. The agreement shall not be modified without the written consent of RING and City.

E. If any provision, or any portion thereof, contained in the agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held February 7, 2023.

CITY OF OROVILLE

David Pittman, Mayor

BRIAN RING

Brian Ring

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

CITY OF OROVILLE
STAFF REPORT

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

FROM: **BILL LAGRONE, CITY ADMINISTRATOR**

RE: **COUNCIL APPOINTMENT TO COMMITTEES, COMMISSIONS AND BOARDS**

DATE: **FEBRUARY 7, 2023**

SUMMARY

The Mayor may appoint Council Members to various Committees, Commissions and Boards or leave assignments the status quo. Once the Mayor has made these assignments, the Council will vote to confirm the assignments.

DISCUSSION

The Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute or City Charter. The role of the Council is to advise and consent (i.e. approve or reject), however, the Council may not substitute its desired appointments for that of the Mayor. This appointment authority shall not extend to citizen appointments to the Planning Commission, the Parks Commission, the Arts Commission, or the Citizen's Oversight Committee related to Measure U, which shall be appointed by a majority vote of the Council.

The Mayor shall announce his appointments at or before a properly noticed regular or special meeting of the City Council Agenda which lists this matter as an item for action to be taken. A vote of the council shall be taken. Appointments must be approved by a majority of the council present at the meeting. Appointments shall expire in February of each year, unless otherwise announced by the Mayor prior to the appointment or otherwise approved by the Council.

FISCAL IMPACT

None

RECOMMENDATION

Mayor assigns Council Members to various assignments; council discusses assignments and votes to confirm or deny.

From: David Pittman, Mayor
To all City Council members
Subject: Committee appointments

My thanks to Council members and Vice Mayor for returning your comments, concerns and advice toward this year's Council committee appointments. Based upon last meeting comments I reduced the 2 new ideas for committees for this year but will reintroduce those ideas for 2024.
Your service to this City is greatly appreciated.
Many adjustments were made to appointments considering your time available, area of interest, experience along with ability to serve and the community appreciates your willingness to offer your personal time.

CITY OF OROVILLE COMMITTEE AND BOARD ASSIGNMENTS 2023

	David Pittman	Scott Thomson	Krysi Riggs	Janet Goodson	Tracy Johnstone	Shawn Webber	Eric Smith		
ALUC - Airport Land Use					X			1, Alt	Airport Manager
ARTS COMMISSION				A	X			1, Alt	Community Development Director
BCAG - Butte County Assoication of Governments	X						A	1, Alt	City Administrator or City Engineer
BCAQCB - Butte County Air Quality Control Board	A						X	1, Alt	City Administrator or Director of Community Develop
CHAMBER OF COMMERCE		A				X		1, Alt	City Administrator
Citizens Oversight Committee		X		X		A		2, Alt	Finance Director
COCC - Butte County Continuum of Care					X		A	1, Alt	Director of Community Development
EXECUTIVE COMMITTEE/ INTERGOVERNMENTAL	X		X	X				3	City Administrator
LEAGUE OF CALIFORNIA CITIES			X				A	1, Alt	City Administrator
LOAN ADVISORY HOUSING and ECONOMIC DEVEL					X	X	X	3	Business Assistance and Housing Director
ODBA - Oroville Downtown Business Assoication			X			A		1	PIO
ORAC - Oroville Recreation Area Committee					A	X		1, Alt	PIO
SBF - Supplemental Benefit Committee	X	A	X	A	X	A		3, 3 Alt	Program Specialist
SC-OR - Sewerage Commission Oroville Region	X			A				1, Alt	City Engineer
Wyandotte Creek - Groundwater Management						X	A	1, Alt	City Engineer
Butte County Mosquito & Vector Control		A					X	1	Director of Community Development
TOURISM						X		1	PIO
VETERAN MEMORIAL PARK		X						1	City Administrator
Oroville Dam Citizen Advisory Commission	X			A			X		City Administrator
Butte Choice Energy Authority (BCEA)		A			X	X	A	2, 2 Alt	Community Development Director
LAFCO									Appointed by BC City Selection Committee

X - Voting Member A - Alternate Member

CITY OF OROVILLE COMMITTEE AND BOARD ASSIGNMENTS 2023

Committee or Board	Meeting Date	Meeting Time
ALUC - Airport Land Use	3rd Wednesday	9:00 AM
ARTS COMMISSION	2nd Tuesday	4:00 PM
BCAG - Butte County Assoication of Governments	4th Thursday	9:00 AM
BCAQCB - Butte County Air Quality Control Board	4th Thursday	10:00 AM
CHAMBER OF COMMERCE	2nd Wednesday	3:00 PM
Citizens Oversight Committee	4th Tuesday	Quarterly
COCC - Butte County Continuum of Care	3rd Monday	1:00 PM
EXECUTIVE COMMITTEE/ INTERGOVERNMENTAL(w/County)	As Needed	
LEAGUE OF CALIFORNIA CITIES	Various	
LOAN ADVISORY HOUSING	2nd Thursday	10:00 AM
ODBA - Oroville Downtown Business Assoication	3rd Thursday	8:30 AM
ORAC - Oroville Recreation Area Committee	1st Friday	10:00 AM
SBF - Supplemental Benefit Committee	3rd Wednesday	2:00 PM
SC-OR - Sewerage Commission Oroville Region	4th Wednesday	5:00 PM
Wyandotte Creek - Groundwater Management	4th Thursday	1:00 PM
Butte County Mosquito & Vector Control	2nd Wednesday	4:00 PM
TOURISM	2nd Tuesday	10:00 AM
VETERAN MEMORIAL PARK	3rd Monday	6:45pm
Oroville Dam Citizen Advisory board	4th Friday - Quartely	10:00 AM
Community Choice Aggregation (CCA)	1st Monday	5:30 PM
LAFCO	1st Thursday	9:00 AM

NEWS RELEASE
CALIFORNIA WATER SERVICE

Quality. Service. Value.

January 24, 2023
Contact: Yvonne Kingman, 310-257-1434
For Immediate Release

California Water Service Customers Saved 16.5 Percent Water in December, Eighth Straight Month of Savings

SAN JOSE, Calif.—California Water Service (Cal Water) customers surpassed the state's conservation target of 15% in December 2022, saving 16.5% company-wide over December 2020. This is the eighth month in a row Cal Water customers reduced their water use, with 11 districts saving more than 15%.

The 11 Cal Water districts that surpassed 15% in water-use reductions are:

- Bakersfield, saving 21.6%
- Bear Gulch, saving 29.9%
- Kern River Valley, saving 25.3%
- King City, saving 17.1%
- Livermore, saving 25.4%
- Los Altos, saving 37.3%
- Marysville, saving 17.2%
- Mid-Peninsula, saving 15.4%
- Oroville, saving 21.9%
- Palos Verdes, saving 32.9%
- Selma, saving 21.9%
- Westlake, saving 46.0%
- Willows, saving 15.5%

Previously, Cal Water customers throughout the state reduced their water use in May 2022 by 6.5%, in June by 11.6%, in July by 12.4%, in August by 12.3%, in September by 10.6%, in October by 12.1%, and in

NEWS RELEASE
CALIFORNIA WATER SERVICE

Quality. Service. Value.

November by 13.6%. Conservation savings for all Cal Water districts are available at **drought.calwater.com/reductions**.

Even as the state has seen a wet start to the winter season, Cal Water encourages customers to remain vigilant in their conservation efforts. Last year, the state saw a promising snowpack in December melt away by April.

"I would like to thank our customers for their continuing conservation efforts, which were above and beyond the 15 percent state goal in December," said Martin A. Kropelnicki, President and CEO. "While we have seen a strong start to this winter, increasingly warm temperatures and a less reliable snowpack make conservation a necessary way of life in California. We urge our customers to stay mindful of their water use and continue to save water every day."

Residents and businesses can take advantage of rebates for water-efficient clothes washers, toilets, and other devices to help with continual water savings. Programs are also available for changing landscaping from a thirsty lawn to drought-resistant garden and getting a smart landscape tune-up, which offer long-term benefits. Customers can get more information about conservation rebates and programs, drought resources, and water restrictions at **drought.calwater.com**.

About California Water Service

California Water Service provides high-quality, reliable water utility services to about 2 million people statewide through 494,500 service connections. What sets Cal Water apart is its commitment to enhancing the quality of life for its customers and communities. Guided daily by their promise to provide quality, service, and value, the utility's employees lead the way in protecting the planet, caring for people, and operating with the utmost integrity. Integral to Cal Water's strategy is investing responsibly in infrastructure, sustainability initiatives, and community well-being. The utility has been named one of "America's Most Responsible Companies" by *Newsweek* and a Great Place to Work®. More information is available at www.calwater.com.

# # #

Pacific Gas and Electric Company
Mail Code B13U
P. O. Box 770000
San Francisco, CA 94177-0001

CITY OF OROVILLE
FEB 01 2023
CITY CLERK DEPT.

January 30, 2023

Notice to owners of property within one mile of land owned by PG&E that is part of the company's Land Conservation Commitment

CITY OF OROVILLE

1735 MONTGOMERY ST.
OROVILLE, CA 95965

Dear Neighbor,

You are receiving this notice in accordance with required regulatory noticing procedures because you own property within one mile of land owned by Pacific Gas & Electric (PG&E) that is part of PG&E's Land Conservation Commitment. The document found at **https://www.pge.com/tariffs/assets/pdf/adviceletter/ELEC_6845-E.pdf** describes a regulatory request before the California Public Utilities Commission (CPUC). In this request, PG&E is seeking permission from the CPUC to create a conservation easement that applies specifically and solely to property owned by PG&E.

The Land Conservation Commitment is PG&E's pledge to permanently protect 140,000 acres of its watershed lands – over 1,000 parcels in 22 California counties across the Sierra Nevada and Cascade Mountains – through the donation of conservation easements to qualified conservation organizations. The conservation easements safeguard the protection of beneficial public values including: natural habitat for wildlife, fish and plants; open space; sustainable forestry; agricultural uses; outdoor recreation by the public; and historical values. A portion of the 140,000 acres of land not required for ongoing hydroelectric operations will be made available for donation to qualified organizations and local, state, and federal agencies.

PG&E works closely with the Pacific Forest and Watershed Lands Stewardship Council (Stewardship Council) to permanently protect these watershed lands. The Stewardship Council is an independent non-profit organization created to oversee the implementation of PG&E's Land Conservation Commitment. This oversight includes making recommendations for qualified organizations to receive fee and conservation easement interests in the lands.

For more information about the Land Conservation Commitment, visit PG&E's web site at:
http://www.pge.com/en/about/environment/pge/stewardship/land/index.page

Or the Stewardship Council's web site at:
http://www.stewardshipcouncil.org/index.htm

If you have additional questions, please send all inquiries to PG&E Tariffs, and include a reference to Advice Letter 6845-E with any inquiry.
E-mail: PGETariffs@pge.com
Facsimile: (415) 973-3582

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