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

**November 04, 2025**
**REGULAR MEETING**
**CLOSED SESSION 3:30 PM**
**OPEN SESSION 4:30 PM**
**AGENDA**

**PUBLIC ACCESS AND PARTICIPATION**

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

**To Observe the Meeting:**

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

**To Provide Comment to the Council:**

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

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

# CALL TO ORDER / ROLL CALL

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

## CLOSED SESSION

The City Council will hold a Closed Session on the following:

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

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

## OPEN SESSION

1. Announcement from Closed Session

2. Pledge of Allegiance

3. Changes/Corrections to the Agenda

4. Recusals

5. Adoption of Agenda

## PRESENTATIONS AND PROCLAMATIONS

None this meeting.

## PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

## REPORTS / DISCUSSIONS

1. Council Announcements and Reports

2. Administration Reports

# CONSENT CALENDAR

Consent calendar **items 1 - 6** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

## 1. PROCLAMATION RECOGNIZING NOVEMBER 2025 AS HOMELESS YOUTH AWARENESS MONTH

The City Council shall consider adopting Resolution No. 9414 in recognition of November 2025 as Homeless Youth Awareness Month.

**ACTION REQUESTED -**

**ADOPT RESOLUTION NO. 9414 AND AUTHORIZE THE MAYOR TO SIGN.**

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

The City Council shall consider approving a resolution declaring the City-owned property-9 Midway as Exempt Surplus Land and making associated findings.

This resolution is to declare the property as “exempt surplus land” appropriate for disposition for affordable housing development pursuant to Government Code Section 54221 (f)(B)(i), and to make certain findings regarding the sale of the parcel pursuant to Government Code Section 37364.

**ACTION REQUESTED -**

**ADOPT RESOLUTION NO. 9415 - A RESOLUTION DECLARING THE PROPERTY LOCATED AT 9 MIDWAY DRIVE (APN 033-232-008) AS EXEMPT SURPLUS LAND AND MAKING ASSOCIATED FINDINGS.**

## 3. POLICE DEPARTMENT COPIER LEASE AGREEMENT

The City Council shall consider a Lease Agreement with Global Office Inc., utilizing the National Association of State Procurement Officials (NASPO) contract, for the replacement of the existing Police Department copier.

**ACTION REQUESTED -**

**AUTHORIZE STAFF TO UTILIZE THE NASPO CONTRACT IN THE LEASE OF ONE COPIER FOR THE POLICE DEPARTMENT.**

## 4. SECOND READING AND ADOPTION OF ORDINANCE AMENDING OMC CHAPTER 5.06 – ALIGN BID BILLING/DUE DATES WITH BUSINESS LICENSE FEES; REPLACE NEW-BUSINESS WAIVER WITH PRORATION

The City Council shall conduct the second reading and consider adopting an ordinance amending Oroville Municipal Code (OMC) Chapter 5.06 (Downtown Oroville Business Improvement District) to:

1. Align the collection of BID assessments with business license fees by making BID assessments due January 31 each year (billed January 1), and
2. Replace the existing first-year new-business waiver with a proration method based on the number of months remaining in the calendar year, counting the initiation month as a full month.

(Existing provisions to be amended: OMC 5.06.070 and OMC 5.06.080.)

**ACTION(S) REQUESTED -**

1. **CONDUCT THE SECOND READING BY TITLE ONLY AND ADOPT THE ORDINANCE AMENDING OMC SECTIONS 5.06.070 AND 5.06.080 AS PRESENTED; AND**
2. **AUTHORIZE STAFF TO IMPLEMENT THE CHANGES AND COORDINATE WITH THE DOWNTOWN BID TO ENSURE A SMOOTH TRANSITION TO THE REVISED BILLING CYCLE.**

## 5. AGREEMENT AMENDMENT #2 WITH HOPE CENTER (CITY WORKS)

The City Council shall consider approving an amendment to the agreement with the Hope Center, “City Works Program” to continue to provide services to the City of Oroville and to increase the budget for the program.

**ACTION(S) REQUESTED –**

1. **APPROVE AN INCREASE IN THE ANNUAL HOPE CENTER AGREEMENT (CITY WORKS PROGRAM) BUDGET FROM $30,000 TO $115,000 TO ENSURE CONTINUED PROGRAM OPERATIONS THROUGH JUNE 2026; AND**

2. **ADOPT RESOLUTION 9416 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AGREEMENT AMENDMENT WITH HOPE CENTER (CITY WORKS) TO CONTINUE TO PROVIDE SERVICES TO THE CITY OF OROVILLE THROUGH JUNE 2026.**

## 6. APPROVAL OF A SERIES OF CITY COUNCIL MEETING MINUTES

The City Council shall consider approving a series of meeting minutes of the Oroville City Council.

**ACTION REQUESTED -**

**APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.**

# REGULAR BUSINESS

## 7. RATIFICATION OF AGREEMENT WITH DAY, CARTER AND MURPHY AND RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE ESTABLISHING ORO VERDE, OROVILLE'S NEW PUBLIC UTILITY

The City Council shall consider adopting Resolution No. 9417 (attachment 1) authorizing the establishment of *Oro Verde*, a municipally owned public utility created to serve industrial businesses within the City of Oroville. This initiative represents a collaborative partnership with the Butte Renewable Energy Initiative (BREI), which will fully fund the development and construction of renewable energy generation and transmission infrastructure to be gifted to the City for ownership, operation, and maintenance.

**ACTION(S) REQUESTED –**

1. **ADOPT THE RESOLUTION NO. 9417 - ESTABLISHING THE OROVILLE PUBLIC UTILITY AND AUTHORIZE THE COMMUNITY DEVELOPMENT DIRECTOR TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE FORMATION OF THE PUBLIC UTILITY AND BRING FORWARD FUTURE ACTIONS FOR COUNCIL CONSIDERATION; AND**
2. **RATIFY AGREEMENT WITH OUTSIDE COUNSEL FOR ENERGY RELATED MATTERS.**

## 8. AMENDMENT TO ELECTED OFFICIALS GUIDING PRINCIPLES HANDBOOK

The City Council shall consider amending the Elected Officials Guiding Principles handbook that was adopted by the City Council on December 17, 2024.

**ACTION REQUESTED -**

**PROVIDE INPUT TO STAFF ON EDITS THE COUNCIL WOULD LIKE TO SEE IN THE GUIDING PRINCIPLES HANDBOOK.**

## 9. PRESENTATION FOR DESIGN RENOVATION OF 2000 CHALLENGER AVENUE FOR PUBLIC SAFETY FACILITY #2

The City Council shall receive a presentation for the design for potential renovation of 2000 Challenger Avenue into a second Public Safety Facility for the City.

**ACTION(S) REQUESTED -**

1. **MOVE FORWARD WITH 2000 CHALLENGER AS THE FUTURE PUBLIC SAFETY FACILITY (ALTERNATIVE ONE); OR**
2. **LOOK FOR ALTERNATIVE LOCATIONS FOR FUTURE PUBLIC SAFETY FACILITY (ALTERNATIVE TWO); OR**
3. **DO NOTHING AT THIS TIME (ALTERNATIVE THREE).**

## 10. LINCOLN AND MONTGOMERY STREET CITY LIGHT POLE REPLACEMENT UPDATE

The City Council shall receive an update on the replacement of City owned light pole located at the corner of Lincoln and Montgomery Street, which was damaged due to a vehicle collision.

**ACTION REQUESTED -**

**ACCEPT FOR INFORMATION.**

## 11. CONSIDERATION AND ADOPTION OF 2026 MASTER MEETING CALENDAR

The City Council shall consider the drafted 2026 Master Meeting Calendar for adoption.

**ACTION REQUESTED -**

**ADOPT 2026 MASTER MEETING CALENDAR.**

# PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

## 12. 5:00PM - PUBLIC HEARING TO DISCUSS THE 2025 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

The City Council shall conduct a public hearing to receive a presentation and provide direction to staff regarding the submittal of the 2025 Community Development Block Grant (CDBG) application.

**ACTION REQUESTED -**

**AUTHORIZE THE SUBMISSION OF ONE (1) PUBLIC SERVICE APPLICATION IN THE AMOUNT OF $300,000 FOR NEIGHBORHOOD CLEANUP ACTIVITIES, ONE (1) HOUSING PROGRAM APPLICATION FOR SINGLE FAMILY (1-4 UNITS) HOUSING REHABILITATION FOR $500,000, AND ONE (1) PUBLIC INFRASTRUCTURE PROJECT FOR STORM DRAIN IMPROVEMENTS FOR $2,564,486, WITH THE REMAINING FUNDS IDENTIFIED FOR GENERAL ADMINISTRATION IN THE AMOUNT OF $235,514; OR**

**PROVIDE OTHER DIRECTION TO STAFF.**

**13. 5:15PM - PROPOSED ORDINANCE UPDATE TO CHAPTER 13.08 WASTE AND BURNING REGULATIONS**

The City Council shall consider amendments to Chapter 13.08 of the Oroville Municipal Code to address outdated provisions and improve the ordinance's clarity and enforceability. The proposed updates aim to better align with current practices, public safety priorities, and environmental regulations.

**ACTION REQUESTED -**

**WAIVE THE FIRST READING OF THE ORDINANCE AND INTRODUCE ORDINANCE BY TITLE "AN ORDINANCE UPDATING AND AMENDING LANGUAGE TO CHAPTER 13.8 WASTE AND BURNING REGULATIONS" AND DIRECT STAFF TO BRING BACK AT THE NOVEMBER 18TH, 2025 CITY COUNCIL MEETING FOR ADOPTION; OR**

**PROVIDE DIRECTION TO STAFF.**

## PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

## FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence

## ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on November 18, 2025 at 4:00 p.m.

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

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

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN & COUNCIL MEMBERS**

**FROM:** **KAYLA REASTER, ASST. CITY CLERK**

**RE:** **PROCLAMATION RECOGNIZING NOVEMBER 2025 AS HOMELESS YOUTH AWARENESS MONTH**

**DATE:** **NOVEMBER 4, 2025**

## SUMMARY

The City Council shall consider adopting resolution no. 9414 in recognition of November 2025 as Homeless Youth Awareness Month.

## DISCUSSION

National Homeless Youth Awareness Month is observed every November, highlighting the challenges faced by homeless youth and advocating for polices to support them. This is an official proclamation to recognize November 2025 as Homeless Youth Awareness Month in the City of Oroville. This proclamation serves as official recognition to the important role all adults play in advocating and providing safe alternatives to this vulnerable population of young people.

## FISCAL IMPACT

None.

## ACTION REQUESTED -

**ADOPT RESOLUTION NO. 9414 AND AUTHORIZE THE MAYOR TO SIGN.**

## ATTACHMENTS

Resolution No. 9414

**CITY OF OROVILLE**

**RESOLUTION NO. 9414**

**CITY OF OROVILLE RECOGNIZES NOVEMBER 2025 AS HOMELESS YOUTH AWARENESS MONTH**

**WHEREAS,** the California Department of Education reports there were 286,853 students experiencing homelessness statewide, including some 1,798 K-12 students in Butte County enrolled during the 2023/24 school year; and,

**WHEREAS,** approximately 25% of youth exiting foster care will experience homelessness; and,

**WHEREAS,** natural disasters and lack of affordable housing have exacerbated youth homelessness across rural California; and,

**WHEREAS,** a high percentage of homeless youth have been physically, sexually and/or emotionally abused by their guardians and are frequently re-victimized and exploited while living on the streets and in shelters; and,

**WHEREAS,** LGBTQ+ young adults are at a 120% higher risk of homelessness when compared to their peers, and comprise about 40% of the unaccompanied homeless youth population; and,

**WHEREAS,** due to the lack of stable housing, homeless youth face great difficulty in accessing stabilizing, and succeeding in school, reducing the likely hood of successful graduation; and,

**WHEREAS,** the citizens of Oroville, California are key to helping prevent youth homelessness by acting as mentors and role models for youth, guiding them towards available resources, productive choices and creating opportunities for youth to successfully transition to adulthood.

**NOW, THEREFORE**, **BE IT RESOLVED** that the Oroville City Council passes and adopts this proclamation on the 4th day of November, 2025 by the following vote:

**AYES:**
**NOES:**
**ABSENT:**
**ABSTAINED:**

APPROVED AS TO FORM:

_____ _____

David Ritchie, Asst. City Attorney David Pittman, Mayor

ATTEST:

_____
Kayla Reaster, Asst. City Clerk

**OROVILLE CITY COUNCIL**
**STAFF REPORT**

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

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

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

**DATE:** **NOVEMBER 4, 2025**

## SUMMARY

The City Council shall consider approving a resolution declaring the City-owned property-9 Midway as Exempt Surplus Land and making associated findings.

This resolution is to declare the property as “exempt surplus land” appropriate for disposition for affordable housing development pursuant to Government Code Section 54221 (f)(B)(i), and to make certain findings regarding the sale of the parcel pursuant to Government Code Section 37364.

## DISCUSSION

City recently acquired property (APN: 033-232-008) through Foreclosure. City staff wishes to place this home for sale at market rate to recoup the city’s investment.

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

## FISCAL IMPACT

No General Fund Impact

**ACTION REQUESTED -**

1. **ADOPT RESOLUTION NO. 9415 - A RESOLUTION DECLARING THE PROPERTY LOCATED AT 9 MIDWAY DRIVE (APN 033-232-008) AS EXEMPT SURPLUS LAND AND MAKING ASSOCIATED FINDINGS.**

**ATTACHMENTS**

1. Resolution No. 9415
2. Parcel Detail and Map

**OROVILLE CITY COUNCIL**
**RESOLUTION NO. 9415**

**A RESOLUTION DECLARING THE PROPERTY LOCATED AT 9 MIDWAY DRIVE APN 033-232-008 AS EXEMPT SURPLUS LAND AND MAKING ASSOCIATED FINDINGS**

**WHEREAS** the City of Oroville owns a parcel (.20 Acres on the parcel detail and map) located at 9 Midway Drive, APN 033-232-008; and

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

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

1. The City Council of the City of Oroville finds that the .20 acre parcel owned by the City and located at 9 Midway, APN 033-232-008 is less than one-half acre in area, and not contiguous to land owned by a state or local agency that is used for open space or low and moderate income housing purposes, as defined in Government Code Section 54221(e).

2. That the City Council of the City of Oroville declares the .20 Acre parcel owned by the City and located at 9 Midway, APN 033-232-008, in Oroville CA as "Exempt Surplus Land" pursuant to Government Code section 54221(f)(1)(B).

3. That the City Council of the City of Oroville, hereby authorizes and directs staff to take all steps necessary and required to proceed with disposition of the property; and to bring forth the agreement for purchase and sale or otherwise for disposal of the property to the City Council for final approval.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on November 4, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

David Ritchie, Assistant City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

PARCELQUEST
LIST 1
DETAIL

☑ 1 Property Address: 9 MIDWAY DR OROVILLE CA 95966-3627

## Ownership

County: **BUTTE**
Assessor: **ALYSSA DOUGLASS**
Parcel # (APN): **033-232-008-000**
Parcel Status: **ACTIVE**
Owner Name: **MARCELLA KIRSTEN LEEANN ETAL**
Mailing Address: **9 MIDWAY DR OROVILLE CA 95966**
Legal Description: **9 MIDWAY DR**

## Assessment

Total Value: **$246,574**
Land Value: **$119,646**
Impr Value: **$126,928**
Other Value:
% Improved: **51%**
Exempt Amt:
Exempt Type:

Tax Rate Area: **004-015**
Year Assd: **2025**
Census Tract: **27.00/3**
Use Code: **RS**
Use Type: **RESID. SINGLE FAMILY**

PQ Zoning Code: **RL**
PQ Zoning Type: **RESIDENTIAL**
PQ Zoning Jurisdiction: **OROVILLE**
PQ Zoning Description: **LARGE-LOT RESIDENTIAL**

## Sale History

| | Sale 1 | Sale 2 | Sale 3 | Transfer |
|---|---|---|---|---|
| Document Date: | **10/21/2022** | **01/31/2014** | **06/03/1992** | **10/21/2022** |
| Document Number: | **2022R0034741** | **2014R0003458** | **1992R0024507** | **2022R0034741** |
| Document Type: | **GRANT DEED** | **GRANT DEED** | | |
| Transfer Amount: | **$237,000** | **$100,000** | | |
| Price/SqFt: | **$318.55** | | | |
| Seller (Grantor): | **HELMS MACKENZIE** | | | |

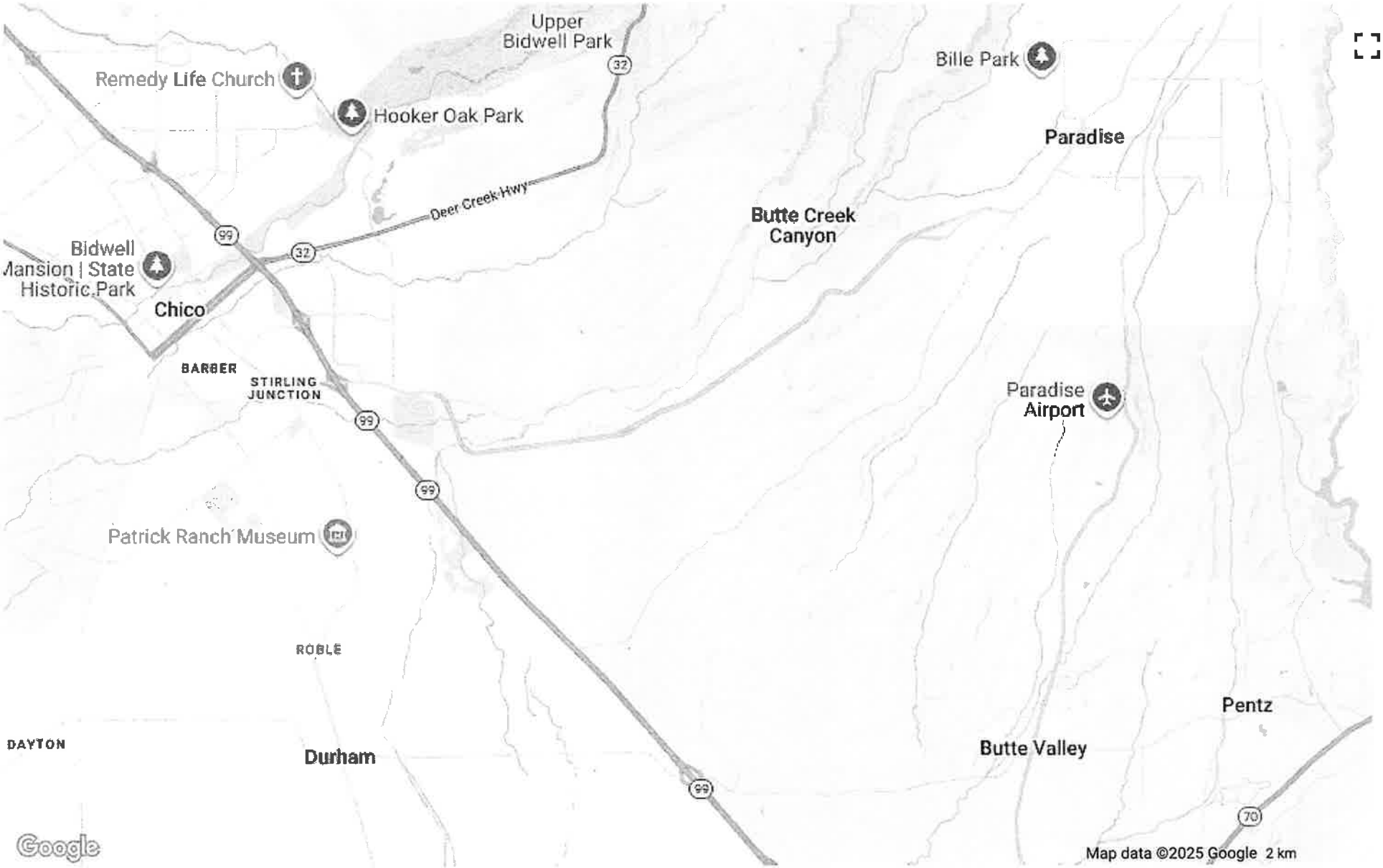
## Property Characteristics

ooms: **2** Fireplace: **Y** Units: **1**

| | | | | | |
|---|---|---|---|---|---|
| Baths (Full): | 1 | A/C: | | Stories: | 1.0 |
| Baths (Half): | | Heating: | CENTRAL | Quality: | 5.0 |
| Total Rooms: | 2 | Pool: | | Building Class: | D |
| Bldg/Liv Area: | 744 | Park Type: | ATTACHED GARAGE | Condition: | |
| Lot Acres: | 0.200 | Spaces: | | Site Influence: | |
| Lot SqFt: | 8,712 | Garage SqFt: | 231 | Timber Preserve: | |
| Year Built: | 1942 | | | Ag Preserve: | |
| Effective Year: | 1942 | | | | |


PTN. S 1/2 SEC. 9, T.19N. R4E. M.D.B.&M.
33-23
(FEATHER RIVER HWY.)
ORO DAM BLVD.
VALLEY VIEW DRIVE
(STATE ROUTE NO. 24)
1"=100'
MIDWAY
HIGHLANDS BLVD.
ACACIA AVE.
OAK PARK AVE.
CANYON HIGHLANDS DR.
S12°00'00"W
S80°01'00"E
N88°41'00"W
152RS77
63PM28
82PM34
231
232
233
234
22
24
39
27
Butte County Assessor's Map
Book 33, Page 23
NOTE: These parcels are for assessment purposes only and may not constitute legal parcels.
CREATED BY PS CREATED ON 11-26-2001
REVISED BY BT REVISED ON 11-14-2013
EFFECTIVE 2014-15 ROLL
Compiled By The Butte County Assessor's Office
FEATHER PORTALS UNIT NO. 1 M.O.R. BK. A PG. 22-22A

PARCELQUEST




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# CITY OF OROVILLE
# STAFF REPORT

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

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

**RE:** **POLICE DEPARTMENT COPIER LEASE AGREEMENT**

**DATE:** **NOVEMBER 4, 2025**

## SUMMARY

The City Council shall consider a Lease Agreement with Global Office Inc., utilizing the National Association of State Procurement Officials (NASPO) contract, for the replacement of the existing Police Department copier.

## DISCUSSION

The Police Department's current copier has reached the end of its 5-year lease. The existing lease cost is $177.41 per month. Staff recommends entering into a new 5-years lease agreement for a Canon ImageForce C5140. The lease will utilize pricing from the NASPO cooperative purchasing contract, ensuring competitive rates. The new monthly lease cost is fixed for the term of the agreement at $245.23/month and includes all toner, parts and maintenance.

## FISCAL IMPACT

Funding is available as part of the 2025/26 adopted budget.

## ACTION REQUESTED -

**AUTHORIZE STAFF TO UTILIZE THE NASPO CONTRACT IN THE LEASE OF ONE COPIER FOR THE POLICE DEPARTMENT.**

## ATTACHMENTS

1) Lease Agreement
2) Maintenance Agreement
3) imageForce C5140 spec sheet

GlobalOffice Inc

# Lease Agreement

| APPLICATION NO. | AGREEM A-35 |
|---|---|

*1905 Notre Dame Blvd. Ste. 230 Chico CA 95926 • Phone: 877.287.5033*

The words **Lessee, you** and **your** refer to **Customer.** The words **Lessor, we, us** and **our** refer to **GLOBAL OFFICE, INC**.

## CUSTOMER INFORMATION

| FULL LEGAL NAME | | | | EQUIPMENT LOCATION (IF DIFFERENT) | | |
|---|---|---|---|---|---|---|
| City Of Oroville | | | | | | |
| STREET ADDRESS | | | PHONE | CITY | STATE | ZIP |
| 2055 Lincoln Street | | | 530 538 2448 | | | |
| CITY | STATE | ZIP | FAX | FEDERAL TAX I.D. # | | |
| Oroville | CA | 95965 | | 94-6000387 | | |

## EQUIPMENT DESCRIPTION

| MAKE/MODEL/ACCESSORIES | SERIAL NO. |
|---|---|
| Canon imageFORCE C5140 (Copy-Scan-Print-Fax-Staple-4 Drawers-Uniflow-RFID) | |
| | |
| | |
| | |

☐ **CHECK HERE FOR MULTIPLE PLACEMENTS - SEE ATTACHED SCHEDULE "A"**

## TERM AND PAYMENT SCHEDULE

| **Months** 60 | **Monthly Payment* 245.23** | *(The lease contract payment ("Payment") period is monthly unless otherwise stated.)* *plus applicable taxes |
|---|---|---|

| | |
|---|---|
| **INSURANCE & TAXES** | You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Agreement or the Equipment (see paragraphs 2 and 4 on page 2 of this Agreement). If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption. |
| **UCC & MISCELLANEOUS** | You agree that we will file Uniform Commercial Code ("UCC") documents and obtain credit bureau reports. You authorize us to sign any documents in connection with the Uniform Commercial Code on your behalf. You agree to pay a one-time fee, not to exceed $159.00 for the purpose of filing the UCC documents. |

## END OF LEASE OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

## CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

| City Of Oroville | X | | |
|---|---|---|---|
| CUSTOMER (as referenced above) | SIGNATURE | TITLE | DATED |
| | | | |
| | PRINT NAME | | |

## ACCEPTANCE OF DELIVERY

The undersigned hereby certifies that: (i) all of the above-described equipment (the "Equipment") has been delivered to the above-named customer (the "Customer") at the address indicated above, (ii) the Equipment has been installed, is fully operational and in good condition, and is unconditionally accepted.

| | X | | |
|---|---|---|---|
| CUSTOMER (as referenced above) | SIGNATURE | TITLE | DATE OF DELIVERY |

## LESSOR ACCEPTANCE

| **GLOBAL OFFICE, INC.** | | | |
|---|---|---|---|
| LESSOR | SIGNATURE | TITLE | DATED |

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. Unless otherwise stated in an addendum hereto, this Agreement will renew for 3-month term(s) unless you send us written notice at least 90 days (before the end of any term) that you want to purchase or return the Equipment. All of the provisions of this Agreement shall continue to apply, including, without limitation, your obligations to remit Payments and other charges, until all of the Equipment is either returned to us or purchased by you. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You understand and agree that we have no right, title or interest in intangible property or associated services such as periodic software licenses and prepaid database subscription rights (such intangible property "Software") and you will comply throughout the term of this Agreement with any license and/or other agreement ente[illegible]ith the supplier of the Software.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is [illegible]ay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charg[illegible]ng fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee of $150, as shown on our invoic[illegible] to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

Item 3.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** You agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to one of the following options, the selection of which is at our sole discretion: (1) we may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (2) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment, although we reserve the right to participate in the defense and to select or approve defense counsel. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: WE ARE THE OWNER OF THE EQUIPMENT. YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. You agree that we may sell or assign the Agreement without notice and the new Lessor will have the same rights that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **FAXED OR SCANNED DOCUMENTS, OR E-SIGNATURE, MISC.:** This Agreement may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If you manually or electronically sign and transmit this Agreement to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Agreement manually signed by us, when attached to the facsimile or other electronic copy signed by you (manually or electronically), shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Agreement, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the manual or electronic signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: when you open an account, we will ask for your name, address and other information that will allow us to identify you. We may also ask to see identifying documents. You authorize us to furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, purchasers or investors.

8. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. THIS AGREEMENT IS A NET AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

9. **LAW, JURY WAIVER:** **Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY**.

A-3573

# Equipment Maintenance Agreement

GlobalOffice Inc
2070 Commerce Ave., Concord, CA 94520

9/11/2025

## CUSTOMER

| BILL TO: | | | |
|---|---|---|---|
| **Company Name:** | City Of Oroville | | |
| **Department:** | | | |
| **Address:** | 2055 Lincoln Street | | |
| | | | |
| **City:** | Oroville | **County:** | Butte |
| **State:** | CA | **Zip:** | 95965 |
| **Contact:** | Tyson Pardee | **FAX:** | |
| **Phone:** | 530 538 2493 | | |
| **Email:** | tpardee@cityoforoville.org | | |

| SHIP TO: | | | |
|---|---|---|---|
| **Company Name:** | City Of Oroville | | |
| **Department:** | Police Department | | |
| **Address:** | 2055 Lincoln Street | | |
| | | | |
| **City:** | Oroville | **County:** | Butte |
| **State:** | CA | Zip: | 95965 |
| **Contact:** | Tyson Pardee | FAX: | |
| **Phone:** | 530 538 2493 | | |
| **Email:** | tpardee@cityoforoville.org | | |

| Meter Contact Information | |
|---|---|
| **Contact Name:** | Tyson Pardee |
| **Phone Number:** | 530 538 2493 |
| **Email Address:** | see above |
| **Service Tech:** | Edgar |

**START DATE:** Term Of Lease

**END DATE:** Term Of Lease

## EQUIPMENT MAINTENANCE DETAILS

| N | Location | Make & Model | Serial | Equip ID | BW Images Incl | CLR Images Incl | BW Rate | CLR Rate | BW Overage | CLR Overage | CPC Base Charge | Charge |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Police Department | C5140 | | | - | - | 0.0070 | 0.0500 | 0.0070 | 0.0500 | $0.00 | $0.00 |
| 2 | | | | | | | | | | | | |
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| 19 | | | | | | | | | | | | |
| 20 | | | | | | | | | | | | |
| | | | **Total Images Included** | | - | - | | | | | | |

**Special EMA Instructions:**

Please bill for usage monthly. No base amount

| | |
|---|---|
| Tax / Fees / Misc | $0.00 |
| **Total** | **$0.00 (plus tax)** |

Base Frequency: monthly

Overage Frequency: monthly

## CUSTOMER ACCEPTANCE

**Print Name** **Signature** **Date**

**Global Office Inc** **Signature** **Date**

2070 Commerce Ave., Concord CA 94520 *Spiro Theveos* 9/11/2025

# Equipment Maintenance Agreement - Terms and Conditions

This Maintenance Agreement is entered into between you the customer, and Global Office, Inc. Subject to the terms and conditions set forth in this agreement and on the front page of this document, the parties agree as follows:

**Term:** This Agreement shall become effective on the date of delivery of the equipment and unless sooner terminated as provided in this agreement, shall remain in full force for an initial term as defined on page 1 of this agreement. Annual plans are for a 12-month period or the specified number of copies, whichever occurs first. All plans are subject to a minimum 5% annual increase.

**Automatic Renewal:** Upon expiration of the initial Term, this Agreement shall be automatically extended for successive one-year terms unless thirty days (30) prior to the expiration of the initial Term, or any extended term, a party hereto gives written notice to the other party of its termination of this Agreement as of such expiration date.

**Global Office, Inc Responsibilities:** During the term of the Equipment Maintenance Agreement (EMA), Global Office Inc. (Global) will provide on-site service and repair (including parts and labor) preventative maintenance as required and all supplies excluding staples and paper (for supply inclusive contracts) for the equipment listed on the front of this document or subsequent amendment or equipment schedule.

Global guarantees a 4 hour average response time during normal working business hours. If Global cannot maintain the equipment to its performance specifications, Global will replace the equipment with a comparable model at no additional charge to the Customer.

For the term following the date of original installation, or purchase of EMA, Global guarantees the copier to operate at 98% uptime. The uptime is calculated per quarter on 600 working hours (8:00 AM - 5:00 PM). Customer will be reimbursed for the time the copier is out of service in excess of 2% of normal working hours per quarter (12 hours). The reimbursement will be determined in increments of 9 working hours and to be settled quarterly.

**Exclusions:** This service agreement shall not apply to services or repairs made necessary due to customer neglect, damage caused by the relocation of equipment without prior notification, service performed by NON-Global employees, or any damage caused by natural disasters or other than normal equipment wear and tear. A monthly fee of $5 per system will be charged to cover shipping cost's related to the shipping of toner for supply inclusive contracts.

**Toner-Excess Usage:** This maintenance agreement includes toner based on the manufacturers specifications. Customers who use excess toner may be charged for an additional usage fee.

**After hours or non-contract charges:** An hourly rate for non-contract customers is $150 per hour with a two-hour minimum. After hours service (after 5pm) can be provided for contract customers at the non-contract rate. All chargeable service calls will be billed $50 travel time. Global will provide service to non-EMA customers on a time and material basis.

**Connecting and Networking devices:** Global Office will cover and support connecting your new device to your network, support and train your designated employee to perform driver installation, setup scan and network settings, and perform training for end users. A 3% Standard Support Fee will be billed monthly to cover access to our remote help desk team for ongoing support related to any printer or device issues. This fee ensures you can reach out for assistance with troubleshooting, driver updates, configuration support, and other printer-related matters.

**Meters:** Meters will be read automatically utilizing Printanista or manufacturer remote monitoring services. Devices unable to collect meters using automated sources listed will require a $10 per month/device fee to be charged on maintenance agreement

**Termination:** This maintenance agreement may be cancelled by either the customer or Global upon 30 days written notice. Customers termination of a maintenance agreement prior to the expiration date will be billed in accordance with the terms in effect on the termination date. Termination will be subject to the monthly minimum coverage through the termination month and the customer will be billed an early termination charge based on the number of full months remaining on the maintenance agreement.

**Limitations:** Global will not be responsible for any consequental or incidental damages resulting from the use or service of the equipment. Such damages incude loss of revenue, downtime cost and loss of use of equipment.

**Breach:** If the customer fails to pay in a timely manner for services, Global can withhold service and supplies for the equipment covered under this agreement. Invoices are payable upon receipt, terms are net. All accounts which go beyond 30 days, will be charged a late fee equal to 1.5% of the outstanding balance. Customer shall be responsible for all costs incurred as a result of any collection activity required to satisfy all outstanding balances.

| Initial | |
|---|---|

Canon

# imageFORCE
## C5170/C5160
## C5150/C5140

# THE POWER OF NEXT






- Color A3 Multifunction Printer
- Prints up to 70 ppm (BW/Color, Letter)
- Scans up to 270 ipm (300 dpi BW/Color Duplex)
- Up to 4800 x 2400 dpi Print Resolution

*Device shown with optional accessories.*

# THE POWER OF NEXT

To push the boundaries of what's possible, you must be bold. The **Power of Next** represents Canon's latest phase of ambitious and advanced print innovation with the comprehensive line-up of imageFORCE technology. This highly productive lineup is designed to help you **print better**, **do more**, and **stay ahead** in today's digital workplace. Backed by a strong commitment to the *Kyosei* philosophy—which promotes living and working together for the common good—Canon ushers in a new era of purposeful printing—where cutting-edge innovation meets environmental responsibility.

## imageFORCE C5100 SERIES

Thoughtfully manufactured with today's mid-to-high-volume print environments in mind, the imageFORCE C5100 series supports productive performance and intuitive design. From vibrant color prints to advanced scanning features, is designed to help organizations operate efficiently, enhance output quality, and keep up with daily demands.

## Performance for Any Pace



**70 ppm**
Optimal speed for enterprise departments with higher volume printing and scanning.



**60 ppm**
Best suited for busy enterprise spaces or schools with increased volume demands.



**50 ppm**
Perfect for busier professional settings such as fast-paced co-working spaces.



**40 ppm**
Ideal for smaller workspaces with regular color print and scan requirements.



# PRINT BETTER

## BRILLIANT QUALITY AND RELIABLE RESULTS

Achieve stunning, high-resolution prints with advanced precision, vibrant colors, and the trusted performance Canon is known for.

### EXCEPTIONAL IMAGE QUALITY

D² Exposure Technology (Defined and Detailed)

**Cutting-Edge OLED Technology:** Combines Solid State Exposure using OLED and Silicon technologies to help produce excellent image quality and consistency.

**Brilliant 4800 dpi:** Canon's unique D² Exposure technology is designed to achieve up to 4800 x 2400 dpi resolution.

**Outstanding Precision:** Help minimize color shift and provide precise color registraion across printed pages.

**Crisp Text and Fine Line:** Printed text appears smooth, highly defined against colored backgrounds.







### COMMAND PRECISION IN EVERY PRINT

Canon's imagePASS is a powerful print server that helps to advance the performance of your Canon device and supports professional, high-quality results by enhancing processing speeds, sharpening color accuracy, and administering complex tasks.

The imageFORCE C5100 series also has dual controller support, which helps to expand performance by designating the native Canon controller as a primary and imagePASS-T1 controller as a secondary.

### HELP EXPAND PRINT EFFICIENCY WITH WORKFLOW SOLUTIONS

Manage tasks, track costs, and print and scan all on one platform with the optional uniFLOW Online, a powerful cloud-based solution that helps to reduce IT workload and adds flexibility to your print environment.

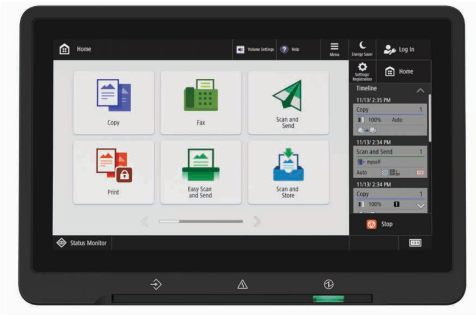
### PRINT BETTER, BUILT TO PERFORM

The imageFORCE C5100 series features Canon's unique and sturdy anti-loosening welded frame, designed to handle long-term usage and promote peak performance.

# DO MORE

## INTUITIVE WORKFLOWS FOR EVERYDAY USE

Help elevate daily efficiency with seamless workflows, simple and intuitive print technology, integrated solutions, and flexible media handling.



### SIMPLE USER INTERFACE

Each model within the imageFORCE line-up supports a consistent user interface, enabling operators to effortlessly run the device with a minimal learning curve.

- Large 10.1" responsive and intuitive touchscreen.
- Familiar interface with icons categorized by color.
- Easy customization settings for language, accessibility, and display preferences.

### VERSATILE PRINT APPLICATIONS

Support for various paper sizes, finishes, and media types that adapt seamlessly to diverse office printing needs.



Brochures



Postcards



Flyers



Booklets



Envelopes



Long Sheets
12⅝" x 51¼"

### CLOUD READY SOLUTIONS

Canon's imageFORCE systems have the ability to integrate seamlessly with a range of powerful Canon and third-party software to help your workflow evolve. For example, you can easily print and scan to—and from—your favorite cloud storage services with Cloud Connector.

### GAIN CONTROL OF YOUR FLEET

Centralize the management of your print fleet and maximize uptime with the support of imageWARE Enterprise Management Console. A standard feature on Canon devices, this console helps to monitor device status and consumables, apply security settings, update firmware, capture meter readings, and much more—anytime and anywhere.

### HASSLE-FREE SETUP AND MAINTENANCE

Canon U.S.A.'s range of Smart Services is designed to help support you at every stage of the device management life cycle. Benefits include:

- Setting up and deploying your devices quickly.
- Enabling proactive service and fast issue resolution.
- Access upgrades and replace parts with ease.

### PRINTING THAT PERFORMS. SCANNING THAT DELIVERS.

Performance doesn't need to stop at print. Scan speeds of up to 270 images per minute. Scan full-color documents quickly and accurately at single-pass duplex scan speeds. Whether you're digitizing reports, ID cards, or mixed media files, you can capture clean, high-resolution scans that integrate seamlessly into your digital workflows.

# STAY AHEAD

## FUTURE-READY. SECURITY-FOCUSED. ECO-CONSCIOUS.

Make the move forward with cutting-edge print technology that is built to help your organization be more productive, and more prepared for the unexpected.

### SECURITY FEATURES TO HELP SAFEGUARD YOUR INFRASTRUCTURE

Defend your data and your device with robust security features designed with the modern workplace in mind. These include:

**Security Environment Estimation:** Recommends security settings based on the device's operating environment.

**Verify System at Startup:** At device start-up, helps to verify that the boot process, firmware, and applications have not been altered or tampered with. Includes automatic recovery of boot process.

**FIPS 140-3 Storage Encryption:** A U.S. government standard for cryptographic modules, supporting data encryption and security in hardware and software systems.

**SIEM Integration:** Integrates your print devices into your universal security and event monitoring strategy.

**Trellix™ Embedded Control:** Utilizes whitelisting to help prevent execution of unrecognized malware or tampering of existing firmware/applications.

**Control Access:** Provides flexible authentication methods for PIN, username/password, or badge authentication accessibility, and display preferences.

### CANON'S FUTURE-READY UNIFIED FIRMWARE PLATFORM

With Canon's Unified Firmware Platform (UFP), a common source code for firmware development embedded within the imageFORCE products, your device can benefit from regular updates—including additional functionality to existing models—and the latest features.



### BUILT WITH A FOCUS ON SUSTAINABILITY

From product design to power use, Canon's commitment to the environment takes center stage with the imageFORCE series of printers. Features include:

**Low Energy Consumption:** A combination of highly efficient fusing technologies and low-melting-point toner helps to minimize power requirements and achieve low energy consumption.

**Cardboard Packaging:** Designed with more recycled materials than ever before and featuring both interior and exterior cardboard components.

**Prestigious Certifications:** ENERGY STAR® certified and Rated EPEAT Gold and EPEAT Climate+.

# CONFIGURATION OPTIONS

imageFORCE
C5170/C5160
C5150/C5140

## Internal Output Options



**Inner 2Way Tray-M1**

- 2-tray, 100-sheet capacity each tray



**Inner Finisher-N1**

- 2-tray, 550-sheet capacity
- Corner and double stapling up to 50 sheets
- Supports Staple-Free Stapling and Staple on Demand

## Long Sheet Options



**Long Sheet Catch Tray-D1**



**Long Sheet Feeding Tray-A1**

## Finishing Options



**Staple Finisher Lite-A1***

- Staple capacity of up to 65 sheets
- Output capacity of up to 1,750 sheets
- Supports Staple on Demand



**Staple Finisher-AB3**

- 2-tray, up to 3,250-sheet capacity
- Corner and double stapling up to 65 sheets
- Supports Staple-Free Stapling and Staple on Demand



**Booklet Finisher-A2 With Tri-Fold**

- 2-trays, up to 3,250 sheet capacity
- Corner and double stapling up to 65 sheets
- Supports Staple-Free Stapling and Staple on Demand
- Booklet-making up to 20 sheet
- Built in C-Fold up to 6 sheets

## Paper Folding Option



**Paper Folding Unit-L1**

- Offers Z-Fold




## Controller Option



**imagePASS-T1**

Note: Device includes standard support for UFR II/PCL/PS Printing.

## Paper Feeding Options



**Cassette Feeding Unit-AY1**

- Two 550-sheet cassettes
- Supports up to 12" x 18"
- 14 lb. Bond to 110 lb. Cover



**High Capacity Cassette Feeding Unit-F1**

- Up to 2,450-sheet capacity, Letter Only
- 14 lb. Bond to 110 lb. Cover



**Paper Deck-F2**

- Up to 2,700-sheet capacity, Letter Only
- 14 lb. Bond to 140 lb. Index



**Cabinet Type-V**

* Requires the following Unified Firmware Platform (UFP) versions: V4.1 or later: imageFORCE C5100 series

Please reference specification sheet and configurator tool on Canon's website for detailed specifications and supported configurations.

# PRINTER SPECIFICATIONS

imageFORCE
C5170/C5160
C5150/C5140

| | |
|---|---|
| **Technology/Type** | OLED/A3 Color Multifunction |
| **Core Functions** | Standard: Print, Copy, Scan, Send, Store<br>Optional: Fax, Up to 4 lines |
| **Print/Copy Speed (BW and Color)** | imageFORCE C5170<br>Up to 70 ppm[1] (Letter)<br>Up to 42 ppm (Letter-R)<br>Up to 40 ppm (Legal)<br>Up to 35 ppm (11" x 17")<br><br>imageFORCE C5160<br>Up to 60 ppm[1] (Letter)<br>Up to 36 ppm (Letter-R)<br>Up to 34 ppm (Legal)<br>Up to 32 ppm (11" x 17")<br><br>imageFORCE C5150<br>Up to 50 ppm[1] (Letter)<br>Up to 30 ppm (Letter-R)<br>Up to 29 ppm (Legal)<br>Up to 27 ppm (11" x 17")<br><br>imageFORCE C5140<br>Up to 40 ppm[1] (Letter)<br>Up to 24 ppm (Letter-R)<br>Up to 23 ppm (Legal)<br>Up to 20 ppm (11" x 17") |
| **Scan Speed (ipm, BW and Color, Letter)** | Single-Scanning 135/135 (300 x 300 dpi, Send), 80/80 (600 x 600 dpi, Copy), Double-sided Scanning 270/270 (300 x 300 dpi, Send), 160/90 (600 x 600 dpi, Copy) |
| **Memory** | 6.0 GB RAM |
| **Solid-State Drive** | Standard: 256 GB<br>Optional: 1TB |
| **Warm-up Time** | Quick Startup Mode: Approx. 4 Seconds[2] |
| | From Sleep Mode: Approx. 7 Seconds[3] (imageFORCE C5170)<br>Approx. 6 Seconds[3] (imageFORCE C5160/C5150/C5140) |
| | From Power On: Approx. 6 Seconds[4] |
| **Paper Capacity (Letter, 20 lb. Bond)** | Standard: 1,200 Sheets<br>Maximum: 6,350 Sheets |
| **Supported Media Types** | Paper Cassettes: Thin, Plain, Recycled, Eco, Color, Heavy, Bond, Transparency, Pre-punched, Letterhead, Envelope (Requires standard envelope feeder attachment) |
| | Multi-Purpose Tray:<br>Thin, Plain, Recycled, Eco, Color, Heavy, Coated, Tracing, Bond, Transparency, Label, Pre-punched, Letterhead, Tab, Envelope |
| **Supported Media Sizes** | Upper Cassette: Letter, Executive, Statement-R, Envelopes [COM10 (No.10), Monarch, DL, ISO-C5], Custom Size (3-7/8" x 5-7/8" to 11-3/4" x 8-1/2") |
| | Lower Cassette: 12" x 18", 11" x 17", Legal, Letter, Letter-R, Executive, Statement-R, Envelopes [COM10 (No.10), Monarch, DL, ISO-C5], Custom size (3-7/8" x 5-7/8" to 12" x 18") |
| | Multi-Purpose Tray: 12" x 18", 11" x 17", Legal, Letter, Letter-R, Executive, Statement, Statement-R, Envelopes[COM 10 (No.10), Monarch, DL, ISO-C5], Custom size/Free Size (3-7/8" x 5-1/2" to 12-5/8" x 18"), Long sheet[5] (3-7/8" x 18" to 12-5/8" x 51-1/4") |
| **Supported Media Weights** | Upper Cassette: 14 lb. bond to 140 lb. index (52 to 256 gsm)<br>Lower Cassette: 14 lb. bond to 110 lb. cover (52 to 300 gsm) |
| | Multi-Purpose Tray: 14 lb. bond to 110 lb. cover (52 to 300 gsm) |
| | Duplexing: 14 lb. bond to 140 lb. index (52 to 256 gsm) |
| **Dimensions (W x D x H)** | 24-3/8" x 28-1/2" x 36-7/8" (620 x 722 x 937 mm)[6] |
| **Weight** | Approx. 231.5 lb. (105 kg)[7] |
| **Environmental Standards** | ENERGY STAR® certified<br>EPEAT Gold<br>EPEAT Climate+ |

[1] When paper is fed from Upper Cassette, High Capacity Cassette, Feeding Unit-F1, or Paper Deck Unit-F2.
[2] Time from device power-on to when the copy icon appears and is enabled to operate on the touch panel display.
[3] Time from exiting Sleep mode to when printing is operational.
[4] Time from device power-on until copy ready (not print reservation).
[5] Long Sheet Feeding Tray-A1 is required.
[6] Includes main unit and standard ADF.
[7] Includes consumables.

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06/25-1853-1

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN & COUNCIL MEMBERS**

**FROM:** **PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

**RE:** **SECOND READING AND ADOPTION OF ORDINANCE AMENDING OMC CHAPTER 5.06 – ALIGN BID BILLING/DUE DATES WITH BUSINESS LICENSE FEES; REPLACE NEW-BUSINESS WAIVER WITH PRORATION**

**DATE:** **NOVEMBER 4, 2025**

## SUMMARY

The City Council shall conduct the second reading and consider adopting an ordinance amending Oroville Municipal Code (OMC) Chapter 5.06 (Downtown Oroville Business Improvement District) to:

1. Align the collection of BID assessments with business license fees by making BID assessments due January 31 each year (billed January 1), and
2. Replace the existing first-year new-business waiver with a proration method based on the number of months remaining in the calendar year, counting the initiation month as a full month.

(Existing provisions to be amended: OMC 5.06.070 and OMC 5.06.080.)

## DISCUSSION

### Background.

At its regular meeting of October 21, 2025, the City Council conducted a public hearing and introduced an ordinance amending OMC Chapter 5.06. The proposed changes were designed to streamline billing and ensure fair participation among new businesses in the Downtown Oroville Business Improvement District (BID).

### Proposed Amendments.

- OMC 5.06.080 (Collection): Revised so the BID assessment is billed January 1 and due January 31 of the same calendar year, concurrent with the business license due date.

- OMC 5.06.070 (New Businesses): Replaced the existing first-year waiver with a proration formula:

  Annual Assessment ÷ 12 × Number of Months Remaining in the Calendar Year

The initiation month is counted as a full month, and “initiation” is defined as the date of business-license issuance. No proration applies to ownership or location changes of existing businesses.

Rationale.
Aligning due dates simplifies compliance, reduces administrative overhead, and provides earlier cash flow for the BID. The proration approach ensures that new businesses contribute proportionally based on the duration of their benefit within the first year.

Council Action to Date.
During the first reading, the Council unanimously introduced the ordinance and waived further reading. No written or oral protests were received during the public hearing.

Implementation.
Upon adoption, the ordinance will take effect 30 days after approval. The first unified billing cycle will begin January 1 following the effective date. Staff will coordinate with the Finance Department and the Downtown BID to notify businesses and provide guidance on the new proration formula.

## FISCAL IMPACT

Administrative costs associated with preparing, noticing, and implementing the ordinance are minimal and can be absorbed within existing departmental budgets. Aligning billing cycles is expected to improve cash flow for the BID and modestly increase revenue by replacing the first-year waiver with proration.

## ACTION(S) REQUESTED -

1. **CONDUCT THE SECOND READING BY TITLE ONLY AND ADOPT THE ORDINANCE AMENDING OMC SECTIONS 5.06.070 AND 5.06.080 AS PRESENTED; AND**
2. **AUTHORIZE STAFF TO IMPLEMENT THE CHANGES AND COORDINATE WITH THE DOWNTOWN BID TO ENSURE A SMOOTH TRANSITION TO THE REVISED BILLING CYCLE.**

## ATTACHMENTS

Attachment 1: Draft Ordinance amendment (Redline)

Attachment 2: OMC Chapter 5.06 Downtown Oroville Business Improvement District Amendment

# Title 5. Business Licenses and Regulations

# Chapter 5.06. DOWNTOWN OROVILLE BUSINESS IMPROVEMENT DISTRICT

## § 5.06.010. Definitions.

To distinguish between district businesses and for the purpose of calculating and applying the amount of assessments owed, the following definitions shall apply:

"Billing period" shall refer to the fiscal year, commencing July 1 of the initial year and each and every year thereafter unless disestablished per Section **5.06.130** of this chapter.

"Financial" includes banks, savings & loans, credit unions, etc.

"Fiscal year" means July 1st to and including June 30th of the following calendar year.

"Professional" includes attorneys, architects, accountants, engineers, surveyors, physicians, dentists, optometrists, chiropractors and others in a medical/health service field, consultants, real estate brokers, financial advisors, laboratories (including dental and optical), hearing aid services, artists, photographers and designers.

"Restaurants" include cafes, eating establishments, sandwich shops, dinner houses, restaurants and fast food services and other similar businesses.

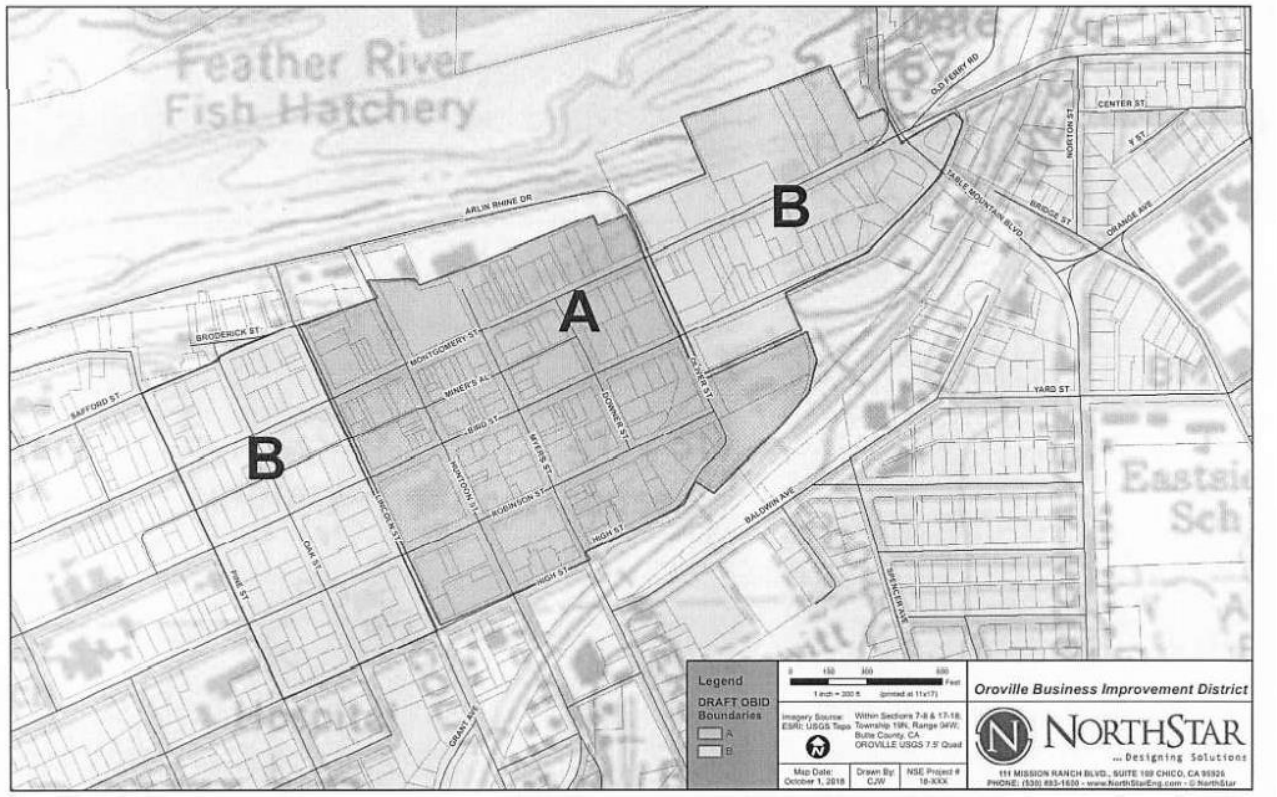
"Retail businesses" include all businesses not covered by other definitions set out in this section, at least 50% of whose gross income is derived from "retail sales" as that term is defined under the California Sales and Use Tax Law. The fact that a substantial part of its business consists of sales other than retail sales does not exclude said business from this classification so long as such other business component does not account for more than 50% of said business' gross income.

"Sales and service" businesses include businesses that combine retail and product services. Examples are appliance stores, most automotive-oriented businesses, repair shops, repairing and servicing businesses and service stations. Other businesses of a general service-type nature such as personal care salons, lodging, general office, news and advertising media, printers, renting and leasing businesses, utilities, vending machine businesses, household finance companies, entertainment businesses and other similar businesses not otherwise included in this section.
(Ord. 1839 § 1, 2019)

## § 5.06.020. Establishment of boundaries.

A Parking and Business Improvement District is hereby established pursuant to the Parking and Business Improvement Area Law of 1989, **Streets and Highways Code** Section 36500 et seq. The boundaries of the district and the benefit zones within the district shall be as set forth on Exhibit "A". This district shall be known as the "Downtown Oroville Business Improvement District," (the "District").

**Exhibit A**




(Ord. 1839 § 1, 2019)

## § 5.06.030. Establishment of district board of directors.

There shall be a board of directors ("board") of the district to administer the affairs of the district. Said board shall be constituted of businesses within the district. Within the board there shall be a president, vice-president, secretary and treasurer elected by the membership, and such other officers as deemed necessary by the board. Such other officers shall be appointed by the board of directors at their discretion. All voting within the district regarding election of board members and any actions regarding the normal and routine conducting of district business shall be based on one vote per assessed dollar, and said business must be current in payment of their district assessment(s) to participate in such votes.
(Ord. 1839 § 1, 2019)

## § 5.06.040. Establishment of benefit assessment.

All businesses, trades, and professionals located within the district shall, commencing July 1, 2019, pay an annual benefit assessment to the district in the following amounts:

| Zones of Benefit: | Zone A | ZoneB |
|---|---|---|
| Retailers and restaurants | (Small) $250 | $150 |
| | (Large) $350 | $150 |
| Service Businesses | $200 | $100 |
| Professional Businesses | $200 | $100 |
| Financial | $500 | $500 |

A. The average benefit assessment is $196.37 per year.

B. Zones of benefit are determined by the map in Exhibit A of the resolution of intent.

C. Size category is determined by number of full-time employees as follows:

1. Small is 1-3 full-time employees including owner

2. Large is 4 or more full-time employees including owner.

D. Business type definitions are as follows:

1. Retail and Restaurant. Businesses that buy and resell goods, examples are clothing stores, shoe stores, office supplies as well as businesses that sell prepared foods.

2. Service Businesses. Businesses that sell services. Examples are beauty and barber shops, repair shops, most automotive-oriented businesses, lodging businesses, entertainment businesses such as theaters, etc.

3. Professional Businesses. Includes architects, engineers, attorneys, dentists, doctors, accountants, optometrists, realtors, insurance offices, mortgage brokers and most other businesses that require advanced and/or specialized licenses and/or advanced academic degrees.

4. Financial Institutions. Includes banking and savings and loan institutions as well as credit unions, etc.

(Ord. 1839 § 1, 2019)

## § 5.06.050. Purpose and use of benefit assessments.

The types of improvements and activities proposed to be funded by the levy of assessments on businesses in the district are to be determined by the board of directors of the ODBA, but initially 40% to civic beautification and signage programs and 60% to commercial marketing and special events, generally as follows:

A. The acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of 5 years or more including, but not limited to, the following improvements:

1. Benches;

2. Trash receptacles;

3. Decorations;

4. Facade improvements;

5. Permanent landscaping.

B. Activities including, but not limited to, the following:

1. Promotion of public events which benefit businesses in the area and which take place on or in public places within the area;

2. Furnishing of music in any public place in the area;

3. Any other activities which benefit businesses located and operating in the area, including, but not limited to, downtown markets, commercial marketing, advertising and promotional programs.

(Ord. 1839 § 1, 2019)

## § 5.06.060. Exclusions from benefit assessment.

No person or business within the district shall be required to pay an assessment based on: (a) a residential use of the property within the district; or (b) a nonprofit organization as defined by Section 501 (C) (3) or (C) (6) of the Internal Revenue Service Code.
(Ord. 1839 § 1, 2019)

## § 5.06.070. New business assessment ~~waiver~~proration.

Any new business established within the district shall pay a prorated assessment for the billing period during which said business is initiated. The proration shall be calculated as **(annual assessment ÷ 12) × the number of months remaining in that calendar year**, with the month of initiation counted as a full month. The business will be considered initiated on the date of issuance of the business license. This proration shall not apply to an existing business that has changed ownership or location within the district. The City shall supply the district with timely information regarding new businesses initiated within the district."

~~Any new business established within the district shall not be required to pay an assessment for the billing period during which said business is initiated. The business will have been considered initiated on the date of issuance of the business license. This waiver shall not apply to an existing business that has changed ownership or location within the district. The city agrees to supply the district with timely information regarding new businesses initiated within the district.~~
(Ord. 1839 § 1, 2019)

## § 5.06.080. Collection of benefit assessment.

The benefit assessment authorized by Section 5.06.040 for Oroville businesses shall be **billed each calendar year on January 1** and shall be **due and payable on January 31** of the same calendar year, concurrent with the due date for business license fees. The City will bill and collect the assessments, at no charge to the district, and forward all funds collected to the district within thirty (30) days of collection."

~~The benefit assessment authorized by Section **5.06.040** for Oroville businesses shall be billed each calendar year on January 1, and collected on July 1. The city will bill and collect the assessments, at no charge to the district and forward all funds collected to the district within 30 days of collection.~~
(Ord. 1839 § 1, 2019)

## § 5.06.090. Voluntary contributions to district.

Contributions to the district shall be permitted on a voluntary basis. The boundary of the district shall not be modified as a result of the contribution. Said contributing business may be considered a member of the district for voting or other purposes upon approval by the board of directors. However, said business making a voluntary contribution may be entitled to participate in the programs of the district upon a finding by the board of directors that the district derives a benefit from said business' participation in the program.
(Ord. 1839 § 1, 2019)

## § 5.06.100. Annual budget process.

Pursuant to the act, it shall be necessary for the district board of directors to present an annual budget for city council review and approval prior to the beginning of each fiscal year. The purpose of this process is to comply with the act provisions regarding public notice and hearing prior to establishing the benefit assessments for the following fiscal year. The city shall not adopt, modify or otherwise amend any fiscal

year budget of the district that is inconsistent in any way with said fiscal year's budget as agreed to and presented by the district board of directors except in the case of a written majority protest (regarding elimination or modification of any specific budget item) from business owners which will pay 50% or more of the assessments proposed to be levied as to any specific budget item pursuant to California **Government Code** Section 36525 (b). In such case the written protest regarding any specific budget item shall be grounds to eliminate or modify said expenditure from the district's proposed budget pursuant to the written protest.
(Ord. 1839 § 1, 2019)

## § 5.06.110. Decisions regarding expenditure of funds.

As provided for within the guidelines of Streets and Highways Code Section 36500 et seq. (SB 1424 - Parking and Business Improvement Law of 1989, Chapter 2), decisions of the district board of directors regarding expenditure of all funds generated under this program shall be final.

(Ord. 1839 § 1, 2019)

## § 5.06.120. District proceeds do not offset city services.

City specifically finds and declares that the funds derived from the district shall not be used to offset or diminish current maintenance, capital improvement programs, including, but not limited to, public property and sidewalk cleaning, street cleaning and maintenance, tree maintenance, restroom cleaning and maintenance. The city declares its intent to provide at least the same level and standard of maintenance and repair of public property within the district providing city funds are available from year to year.
(Ord. 1839 § 1, 2019)

## § 5.06.130. Disestablishment of the district.

Proceeding to disestablish the district shall be initiated by the city council following the presentation of a petition to the city council signed by business owners paying 50% or more of the assessments levied in the district. Proceedings to disestablish the district shall follow the procedures set forth in California **Government Code** Section 36550. The city council shall disestablish the district if, following the public hearing prescribed in California **Government Code** Section 36550(b), written protests are not withdrawn as to reduce the protests below the 50% level. In the event of disestablishment of the district, remaining revenues of the district shall be refunded to paying business owners in a pro-rata manner calculated in the same manner as was used to establish the most recent assessments applied in the district.
(Ord. 1839 § 1, 2019)

# ORDINANCE NO. 1839

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING CHAPTER 5.06 OF THE OROVILLE MUNICIPAL CODE (DOWNTOWN OROVILLE BUSINESS IMPROVEMENT DISTRICT) REGARDING BILLING/DUE DATES AND NEW-BUSINESS PRORATION

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

SECTION 1. Amendment of OMC § 5.06.070 (New Businesses).

OMC § 5.06.070 is amended in its entirety to read as follows:

"5.06.070 – New business assessment proration.
Any new business established within the district shall pay a prorated assessment for the billing period during which said business is initiated. The proration shall be calculated as (annual assessment ÷ 12) × the number of months remaining in that calendar year, with the month of initiation counted as a full month. The business will be considered initiated on the date of issuance of the business license. This proration shall not apply to an existing business that has changed ownership or location within the district. The City shall supply the district with timely information regarding new businesses initiated within the district."

SECTION 2. Amendment of OMC § 5.06.080 (Collection of Benefit Assessment).

OMC § 5.06.080 is amended to read as follows:

"5.06.080 – Collection of benefit assessment.
The benefit assessment authorized by Section 5.06.040 for Oroville businesses shall be billed each calendar year on January 1 and shall be due and payable on January 31 of the same calendar year, concurrent with the due date for business license fees. The City will bill and collect the assessments, at no charge to the district, and forward all funds collected to the district within thirty (30) days of collection."

SECTION 3. CEQA.

The City Council finds this ordinance is not a project, or is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines § 15061(b)(3), because alignment of billing dates and implementation of a proration method has no potential for causing a significant effect on the environment.

SECTION 4. Severability.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council declares it would have adopted this ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of any one or more parts being declared invalid.

SECTION 5. Effective Date.

This ordinance shall take effect thirty (30) days after its adoption. The first unified January billing cycle shall be the first January occurring after the effective date of this ordinance.

SECTION 6. Certification.

The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published/posted as required by law.

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

David Pittman, Mayor

ATTEST:

_____

Kayla Reaster, Asst. City Clerk

APPROVED AS TO FORM:

_____

David Ritchie, Asst. City Attorney

# CITY OF OROVILLE
# STAFF REPORT

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

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

**RE:** **AGREEMENT AMENDMENT #2 WITH HOPE CENTER (CITY WORKS)**

**DATE:** **NOVEMBER 4, 2025**

## SUMMARY

The City Council shall consider approving an amendment to the agreement with the Hope Center, “City Works Program” to continue to provide services to the City of Oroville and to increase the budget for the program.

## DISCUSSION

Since December 2016, the City of Oroville and the Hope Center have partnered to operate the City Works Program, a proven initiative that provides valuable community services while supporting individuals in need of employment and job training opportunities. Both parties have consistently met all guidelines and performance expectations outlined in our agreement.

After nine successful years and exhausting current grant funding, it is time to re-examine and update this agreement to reflect current operational needs and costs.

Over the past three years, wages and related expenses for the City Works Program have been supported by the Clean Streets Community Development Block Grant (CDBG). This grant has significantly benefited both the City and the program; however, funds were exhausted in June 2025.

The current annual contract for City provided funding for the City Works Program is $30,000. Due to increased program demands and expenses, we have already exceeded this amount by approximately $17,000. To sustain operations and maintain program quality through this fiscal year, staff are requesting to increase the annual City funded program budget from $30,000 to $115,000. This will add an additional $85,000 to the existing $30,000.

This increase will cover the existing $17,000 shortfall and provide full funding for program operations through June 2026.

At that time, the City of Oroville will again review the budget and program outcomes to determine future funding needs.

The City Works Program continues to demonstrate its value to the City of Oroville and its citizens by enhancing community cleanliness, safety, and quality of life, while offering participants a pathway to stability and success. This partnership remains an essential and effective investment in the improvement of our city and its citizens.

## FISCAL IMPACT

$85,000.00 to be paid with Contingency Fund dollars (5/7 vote required).

## ACTION(S) REQUESTED –

1. **APPROVE AN INCREASE IN THE ANNUAL HOPE CENTER AGREEMENT (CITY WORKS PROGRAM) BUDGET FROM $30,000 TO $115,000 TO ENSURE CONTINUED PROGRAM OPERATIONS THROUGH JUNE 2026; AND**

2. **ADOPT RESOLUTION 9416 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AGREEMENT AMENDMENT WITH HOPE CENTER (CITY WORKS) TO CONTINUE TO PROVIDE SERVICES TO THE CITY OF OROVILLE THROUGH JUNE 2026.**

## ATTACHMENTS

1. Staff Report
2. Original Hope Center Mou
3. Amendment To Agreement 02-22-2022
4. Resolution 9028
5. Resolution No. 9416
6. 2nd Amendment to Agreement Home Center (City Works)

# CITY OF OROVILLE
## PUBLIC SAFETY DEPARTMENT

2055 LINCOLN STREET • OROVILLE, CALIFORNIA 95966-5385

**BILL F. LAGRONE**
**DIRECTOR OF PUBLIC SAFETY**
**(530) 538-2451**


AGREEMENT FOR COMMUNITY CLEANING AND WEED ABATEMENT PROJECTS BETWEEN

CITY OF OROVILLE

AND

THE HOPE CENTER

This is an agreement between the City of Oroville (Hereinafter referred to as "City"), and The Hope Center (Hereinafter referred to as "Service Provider"). In consideration of the services rendered, the sum to be paid and each and every covenant and condition contained herein, the City and Service Provider agree as follows:

**RECITALS**

A. SERVICE PROVIDER is experienced and competent to perform the services which will be required by this Agreement under the terms and conditions described herein.

B. SERVICE PROVIDER possess the skill, the experience, ability, background and knowledge to provide the services described in this Agreement under the terms and conditions described herein.

C. CITY desires to retain SERVICE PROVIDER to render professional services as set forth in the Agreement.

**AGREEMENT**

**1.** Definitions

A. "Community Cleaning": Community Cleaning includes, but is not limited to, activities such as those listed in Attachment A.
B. "Weed Abatement": Weed Abatement includes, but is not limited to, activities such as those listed in Attachment A.
C. "Community Cleaning / Weed Abatement Program": Any effort, or collection of efforts, focused on Community Cleaning / Weed Abatement, as defined above.

2. **TERMS & TERMINATION of AGREEMENT-** This agreement shall take effect October 15, 2016 and shall continue unless terminated by either party at any time with thirty (30) days written notice.

3. **COMPENSATION-**

a. Compensation rates as are set forth in Attachment B and incorporated herein by this reference

b. At or near the end of each month, SERVICE PROVIDER shall submit to CITY an invoice for serviced provided during the preceding month. The invoice shall include a brief description of the work performed, the dates of work, the number of hours worked, location of work performed, and payments. City shall pay the invoice within 30 days of its receipt.

c. In no event shall the total compensation and cost payable to SERVICE PROVIDER under this Agreement exceed the sum of Fifteen Thousand Dollars ($15,000.00) unless specifically approved in advance and in writing by the CITY.

4. **STATUS OF RELATIONSHIP-** It is the intent of both parties under this agreement that SERVICE PROVIDER, its agents and employees, shall be independent contractors and not relationship between the parties to this agreement.

5. **INDEMNIFICATION** – SERVICE PROVIDER shall indemnify the CITY as follows: Indemnitor shall defend, indemnify, save and hold harmless Indemnitee, its officers, agents, and employees against any and all cost, losses, liabilities, expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with any claims arising out of the performance of this Agreement, unless the claim arises from the gross negligence or willful misconduct of Indemnitee as determined by the Court or other forum of competent jurisdiction. The Indemnitor's duty to defend, indemnify, save and hold harmless indemnitee shall arise immediately upon tender of any matter or claim potentially covered by the indemnitor's obligation to defend, indemnify, and save and hold harmless indemnitee under this Agreement.

The provision shall be in addition to any rights to defense, being held harmless, and/or indemnification that indemnitee may have under the laws and shall survive and remain in effect following the termination of this Agreement. Should any part of this provision be determined to be unenforceable, the parties agree that the remainder of the provision shall apply to the maximum extent permitted by law.

6. **INSURANCE** –

a. SERVICE PROVIDER, at SERVICE PROVIDER's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. SERVICE PROVIDER shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees, if any, in accordance with the laws of the State of California. In addition, SERVICE PROVIDER shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. SERVICE PROVIDER shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by SERVICE PROVIDER for CITY.

ii. General Liability Coverage. SERVICE PROVIDER shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars (1,000,000.00) per occurrence for bodily injury, personal injury and property damage.

iii. Automobile Liability Coverage. SERVICE PROVIDER shall maintain automobile liability insurance of $500,000.00 and Umbrella Policy $500,000.00 (Combined $1,000,000.00 coverage)

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing and AM Best's ration of no less than A: VII and shall name the City as an additional insured.

c. Deductibles and Self-Insured Retentions. The SERVICE PROVIDER shall be responsible for all deductibles in all of SERVICE PROVIDER's insurance policies.

d. Certificates of Insurance. SERVICE PROVIDER shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. SERVICE PROVIDER shall not commence work under this contract until all insurance required under this section has been approved by CITY as to form, amount and carrier, nor shall SERVICE PROVIDER all any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved.

7. **DISPUTE RESOLUTION** – The parties agree that any and all disputes, claims or controversies arising out of relating to this Contract shall be filed in Butte County Superior Court or in the U.S. District court, Eastern District of California. The parties may elect to submit the dispute, claim or controversy to mediation upon mutual agreement of the Parties.

8. **ATTORNEYS' FEES-** In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement or the interpretation, performance, or breach thereof, the prevailing party shall be entitled to recover from the other party reasonable fees and expenses (including attorneys' fees) and cost incurred therein or in the enforcement or collection of any judgment or award rendered therein.

Larry Haden, Hope Center

12-23-2016
Date

Bill LaGrone, City of Oroville

12/24/16
Date

## ATTACHMENT A

SCOPE OF WORK

The scope of this work for this Agreement includes, without limitation, the following task:

1. City Park grounds keeping such as weeding, watering, cleaning (to include restrooms) and any other function mutually agreed upon for care of park facility
2. Street gutter cleaning to include the removal of debris, weeds, or buildup of excess of dirt
3. Alley maintenance to include weed removal, debris removal and any other activity mutually agreed upon
4. Fire Department weed abatement projects
5. City owned property weed abatement projects
6. Graffiti removal
7. Public area/ Public Parking lot clean up
8. Any other duty that would benefit the City of Oroville and be mutually beneficial and agreeable to the Hope Center

## ATTACHMENT B

APPROVED FEE SCHEDULE

This Contract Shall NOT exceed $15,000.00

| | |
|---|---|
| 1. One (1) Supervisor and One (1) Worker | $32.00 per hour |
| 2. One (1) Supervisor and Two (2) Workers | $42.00 per hour |
| 3. Each additional Worker | $10.00 per hour per Worker |

**AMENDMENT TO AGREEMENT NO. 3204**
**BETWEEN THE CITY OF OROVILLE AND HOPE CENTER (CITY WORKS).**

**(Agreement No. 3204)**

This First Amendment ("Amendment") dated February 2, 2022, is to Agreement No. 3204 between the City of Oroville and the Hope Center. In consideration of the terms and conditions herein, the City of Oroville and the Hope Center agree that Agreement No. 3204 shall be amended as follows:

1. Increase the current budget from $15000 per year to $30000 per year.

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

**CITY OF OROVILLE**

By:_____
Mayor Chuck Reynolds

APPROVED AS TO FORM:

By:_____
Scott Huber, City Attorney

**THE HOPE CENTER**

By:_____

ATTEST:

By:_____
Jackie Glover, Assistant City Clerk

**CITY OF OROVILLE**
**RESOLUTION NO. 9028**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND THE AGREEMENT WITH HOPE CENTER (CITY WORKS) TO CONTINUE TO PROVIDE SERVICES TO THE CITY OF OROVILLE.**

**(Agreement 3204-1)**

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

1. The Mayor is hereby authorized and directed to execute an amended agreement with the Hope Center (City Works). A copy of the amended agreement is attached hereto.

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 March 01, 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

**CITY OF OROVILLE**
**RESOLUTION NO. 9416**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND THE AGREEMENT WITH HOPE CENTER (CITY WORKS) TO CONTINUE TO PROVIDE SERVICES TO THE CITY OF OROVILLE.**
**(Agreement 3204-2)**

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

1. The Mayor is hereby authorized and directed to execute an amended agreement with the Hope Center (City Works). A copy of the amended agreement is attached hereto.

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

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting on November 4, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, Assistant City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

**AMENDMENT TO AGREEMENT NO. 3204**
**BETWEEN THE CITY OF OROVILLE AND HOPE CENTER (CITY WORKS).**

**(Agreement No. 3204-2)**

This Second Amendment ("Amendment") dated November 4, 2025, is to Agreement No. 3204 between the City of Oroville and the Hope Center. In consideration of the terms and conditions herein, the City of Oroville and the Hope Center agree that Agreement No. 3204 shall be amended as follows:

1. Increase the current budget from $30,000 per year to $115,000 per year.

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

| **CITY OF OROVILLE** | **THE HOPE CENTER** |
|---|---|
| By:_____ | By:_____ |
| Mayor David Pittman | |
| APPROVED AS TO FORM: | ATTEST: |
| By:_____ | By:_____ |
| Scott Huber, City Attorney | Kayla Reaster, Assistant City Clerk |

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN & COUNCIL MEMBERS**

**FROM:** **KAYLA REASTER, ASST. CITY CLERK**

**RE:** **APPROVAL OF A SERIES OF CITY COUNCIL MEETING MINUTES**

**DATE:** **NOVEMBER 4, 2025**

## SUMMARY

The City Council shall consider approving a series of drafted City Council meeting minutes.

## DISCUSSION

Pursuant to the City Council's established procedures, the minutes of each regular meeting are prepared and submitted for approval at a subsequent meeting. The minutes serve as the official record of the City Council's actions, documenting motions, votes, and key discussions in accordance with the Ralph M. Brown Act and City policy.

The June 18, 2024, July 9, 2024, April 8, 2025 and October 21, 2025, City Council meeting minutes are included for consideration.

## FISCAL IMPACT

None.

## ACTION REQUESTED -

**APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.**

## ATTACHMENTS

Drafted 06.18.24, 07.09.24, 04.08.25, and 10.21.2025 Meeting Minutes

Public Works September 2025 Update to Council

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

**June 18, 2024**
**REGULAR MEETING**
**CLOSED SESSION 4:00 PM**
**OPEN SESSION 4:30 PM**
**MINUTES**

# CALL TO ORDER / ROLL CALL

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

# CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(a), the Council met with the City Administrator, and the City Attorney relating to existing litigation: Raiter v. City of Oroville, United States District Court, Eastern District of California, Case No.2:22-CV-00530.

2. Pursuant to Government Code section 54956.9(a), the Council met with the City Administrator, and the City Attorney relating to existing litigation: Sears v. City of Oroville, United States District Court, Eastern District of California, Case No.2:22-CV-01624.

3. Pursuant to Government Code section 54956.9(b). the Council met with the City Administrator, and the City Attorney relating to significant exposure to litigation – one case.

# OPEN SESSION

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

2. Pledge of Allegiance – led by Council Member Riggs

3. Adoption of Agenda –

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

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

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: None

# PRESENTATIONS AND PROCLAMATIONS

**1. A RESOLUTION OF THE OROVILLE CITY COUNCIL RECOGNIZING THE 100 YEARS OF SERVICE BY THE ROTARY CLUB TO THE CITY OF OROVILLE**

The City Council adopted Resolution No. 9278 recognizing the 100 years of service provided to the Community by the Oroville Rotary Club.

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

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

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: None

**2. SWEARING IN OF NEW OFFICERS**

Assistant Chief of Police Jess Darnell swore in the new officers of the Oroville Police Department.

This was accepted for information by the City Council.

# PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: The CameraMan; Sherrie French; Bill Speer; Bryan Williams; Linda Draper.

# REPORTS / DISCUSSIONS

1. Council Announcements and Reports

**Vice Mayor Smith –** Reminded the public and staff that the 4th of July Fireworks show is coming up. He gave kudos to the Police Department for their work recently around town.

**Council Member Webber –** Spoke on the Juneteenth celebration at the Martin Luther King Jr. Park. He thanked the Oroville Police Department for their work. Additionally, he thanked Fred Mayo, Director of Public Works and Ron Belser, Director of Code Enforcement for their hard work.

2. Administration Reports

**Patrick Piatt, Director of Community Development** – Reminded the public and Council of the upcoming Civic 101 workshop. It will be held at the Oroville Fire Department.

**Fred Mayo, Director of Public Works** – Provided an update on the streets and trees department. They have been up to a lot of work this year. He compared this years completed tasks, to last years.

**Amy Bergstrand, Director of Business and Housing Development** – Provided the City Council with an update regarding the Affordable Housing Grant. There was an update in the threshold score.

# CONSENT CALENDAR

Consent calendar **items 1 - 4** were adopted in one action by the Council.

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

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

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: None

**1. AGREEMENT WITH ST FRANCIS ELECTRICAL FOR MONTGOMERY STREET PARKING LOT LIGHTING IMPROVEMENT**

The City Council authorized the Director Of Public Works to execute an agreement with St. Francis Electric Company for the necessary underground electrical infrastructure and lighting at the city parking lot located at 2110 Montgomery street, Oroville, ca.

**2. CITY HALL COPIER LEASE AGREEMENT**

The City Council approved a Lease Agreement with Global Office Inc., utilizing the National Association of State Procurement Officials (NASPO) contract, in the monthly amount of $561.19, for the replacement of two (2) City Hall copiers.

**3. CONSIDER AND APPROVE A JOB DESCRIPTION AND SALARY RANGE FOR AN APPRENTICE ELECTRICIAN**

The City Council adopted the attached a job description and salary range for an Apprentice Electrician.

**4. FORECLOSURE OF 2050 GRAY STREET**

The City Council approved initiating foreclosure proceedings related to the City of Oroville's interest in the Deed of Trust against the property located at 2050 Gray Street, Oroville (APN 012-221-003). The City Council adopted Resolution No. 9297.

# REGULAR BUSINESS

## 5. 2024/25 ADOPTED BUDGET

The City Council received and approved of the fiscal year 2024/25 Budget by the following vote:

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

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

NOES: Mayor Pittman

ABSENT: Council Member Goodson

ABSTAINED: None

## 6. PRESENTATION TO UPDATE COUNCIL ON THE MISSION ESPERANZA PALLET SHELTER PROJECT

The City Council received and accepted for information, a presentation from Suzi Kochems, city consultant, regarding the Mission Esperanza Project.

## 7. 2024 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

The City Council received a presentation and authorized staff to submit the 2024 Community Development Block Grant (CDBG) application to cover one over the counter application to purchase an aerial ladder truck and a type 1 fire engine ($3.1m) and the submission of two competitive planning and technical assistance applications ($264,486 total) for: southside village core master plan and drainage plan and street acquisitions for Elgin and Fort Wayne Streets by the following vote:

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

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

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: None

**8. NOVEMBER 5, 2024 GENERAL MUNICIPAL ELECTION RESOLUTION RELATING TO ARTICLE XXXIV VOTER APPROVAL OF LOW AND VERY LOW INCOME HOUSING LOCATED AT 2131 FOGG AVENUE, IN OROVILLE CA**

The Housing Authority of the County of Butte has requested the City Council adopt Resolution Nos. 9281 and 9282, as they are necessary to call a special election and place ballot measures before the voters regarding Article XXXIV approval of a low and very low-income housing located at 2131 Fogg Avenue. This was approved by the following vote:

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

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

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: None

**9. AMENDED AND RESTATED LEGAL SERVICES AGREEMENT WITH COLE HUBER, LLP**

The City Council approved an amended and restated legal services agreement with Cole Huber, LLP and adopted Resolution No. 9280 by the following vote:

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

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

NOES: None

ABSENT: Council Member Goodson

ABSTAINED: None

# PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

**No public hearings scheduled for this meeting.**

# PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

## FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
    i. Governing Board of Oroville High School- Increasing School Facilities Fees
    ii. Public Hearing- Palermo Elementary

## ADJOURN THE MEETING

The meeting was adjourned at 7:15PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

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

**July 09, 2024**
**SPECIAL MEETING**
**MINUTES**

# CALL TO ORDER / ROLL CALL

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

# OPEN SESSION

. Pledge of Allegiance – led by Vice Mayor Smith

. Adoption of the Agenda –

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

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

# REGULAR BUSINESS – Action Calendar

**1. RATIFICATION OF EMERGENCY DECLARATION DUE TO THE THOMPSON FIRE**

The City Council met to ratify the Local Emergency Declaration due to the Thompson Fire. This was passed by the following vote:

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

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

**2. EMERGENCY REGULATION TEMPORARILY BANNING FIREWORKS**

The City Council took action to keep the emergency regulation temporarily banning fireworks by the following vote:

Motioned by: Council Member Riggs Seconded by: Council Member Goodson

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

NOES: None

ABSENT: Council Member Thomson

ABSTAINED: None

# ADJOURNMENT

Meeting adjourned at 9:37AM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

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

**CITY COUNCIL SPECIAL MEETING**
**April 08, 2025**
**MINUTES**

***This meeting was recorded live on the City of Oroville website cityoforoville.org and on YouTube. ***

# CALL TO ORDER / ROLL CALL

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

Pursuant to Government Code Section 54956.9(c) the Council will meet with the City Attorney and City Administrator to discuss Initiation of Litigation. (1 Case)

# OPEN SESSION

. Pledge of Allegiance – led by Vice Mayor Smith

. Adoption of the Agenda –

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

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

NOES: None

ABSENT: None

ABSTAINED: None

# PUBLIC COMMENT - HEARING OF NON-AGENDA ITEMS

The following member(s) submitted public comment on this item: Ed Hopkins; Janice White; and Dorina Scofield.

# REGULAR BUSINESS – Action Calendar

**1. GOALS AND PRIORITIES WORKSHOP**

The City Council participated in a workshop to establish Council goals and priorities for the City for the upcoming Fiscal Year and provided direction to staff. Direction included continuing with projects presented.

# ADJOURNMENT

Adjourn to April 15, 2025 at 4:00 P.M. in the Oroville City Council Chambers

APPROVED BY:

Kayla Reaster, Assistant City Clerk

ATTESTED BY:

David Pittman, Mayor

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

**October 21, 2025**
**REGULAR MEETING**
**MINUTES**

# CALL TO ORDER / ROLL CALL

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

# CLOSED SESSION

The City Council held a Closed Session on the following:

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

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

# OPEN SESSION

1. Announcement from Closed Session – No reportable action.
2. Pledge of Allegiance – led by Council Member Reynolds.
3. Changes/Corrections to the Agenda – None.
4. Recusals – None.
5. Adoption of Agenda –

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

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

**NOES:** None

**ABSENT:** None

**ABSTAINED:** None

# PRESENTATIONS AND PROCLAMATIONS

None this meeting.

# PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Rhonda Magnussen; Skipper Clark; Bill Speer; Brian Wong.

# REPORTS / DISCUSSIONS

1. Council Announcements and Reports

**Council Member Webber:** Spoke on the Friday "Spooktacular" event in Downtown Oroville. He stated it was a great event that was well put together. The following day there was the Halloween parade downtown which Council Member Webber stated it was fun with an amazing turn out. He personally thanked Tracy Grant for her assistance it both events.

**Mayor Pittman:** Shared an idea he's been working on that is a conceptual idea at this point. It is in coordination with the Rainforest Art Project. The idea is to put mosaic panels up on the Oroville Dam where the cement blocks are along the top of the dam area. He stated the Rotary and the Butte County Housing Authority is in support of the idea. The Mayor would like to explore the idea further and he received general consensus from Council to continue exploring the project.

**Vice Mayor Smith:** Mentioned he'd like to have the 250th 4th of July event on the Oroville Dam, if possible.

2. Administration Reports

**Chris Tenns, Fire Chief:** Presented a plaque to Amy Bergstrand, who they explained has been instrumental to the success of the Fire Department.

**Jason Wines, Chief of Police:** No vacancies remaining in the officer ranks. There is one Lieutenant position that is being used to hire a detective. Coffee with a Cop event happened at Starbucks and was successful. He mentioned that the Community Connect platform is slated to go live in January of 2026. There was personnel from the PD who toured the Yuba City evidence facility and they are using that facility to inform the design and layout for a potential new evidence facility for the Oroville evidence facility. Statistics were provided to Council for the month of October and it is estimated that the PD receives around 4,000 calls for service monthly.

**Alyssa Stutz, Director of Public Works:** Report provide to Council, uploaded and reflected as an attachment to these minutes.

**Ron Belser, Director of Code Enforcement:** Stated the graffiti on the bike trail is addressed every couple of weeks, and the Code Enforcement staff will be painting over the graffiti soon.

**Brian Ring, City Administrator:** Notified Council that a representative from The Ferguson group will be here next Thursday, October 30, 2025 if any Council Members would like to meet with them or send over any issues they'd like to have addressed.

# CONSENT CALENDAR

Consent calendar **items 1 – 6** were adopted in one action by the Council. Items 2 and 4 were pulled for consideration and a separate vote:

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

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

**NOES:** None

**ABSENT:** None

**ABSTAINED:** None

**1. RESOLUTION RECOGNIZING THE GRAND OPENING OF E CENTER'S CORPORATE OFFICE**

The City Council adopted Resolution No. 9413- recognizing the grand opening of E Center's new corporate office, a regional hub dedicated to fostering community innovation, workforce development, and economic growth across Yuba, Sutter, Butte, Yolo, Lake, Glenn, and Tehama Counties.

**2. AGREEMENT WITH OURENERGY**

The City Council approved Agreement No. 3570 with OurEnergy, LLC to continue technical consulting services for the City's participation in PG&E's Microgrid Incentive Program (MIP) in an amount not-to-exceed $25,000.00. The new agreement replaces a prior contract that expired on June 30, 2025, and authorizes the use of remaining previously appropriated funds to complete the next phase of work—development and submission of the MIP Tranche 2 grant application for the Oroville Municipal Airport.

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

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

**NOES:** None

**ABSENT:** None

**ABSTAINED:** None

**3. HANGAR LEASE RENEWALS FOR BUTTE COUNTY SHERIFF'S OFFICE AVIATION AN MARINE UNITS – OROVILLE MUNICIPAL AIRPORT**

The City Council approved new hangar lease agreements with the County of Butte, on behalf of the Butte County Sheriff's Office (BCSO), for continued use of two hangars located at 205 and 405 Chuck Yeager Way at the Oroville Municipal Airport.

**4. AMENDMENT NO. 3 TO THE CONTRACT WITH BUTTE CONSTRUCTION COMPANY FOR THE MISSION ESPERANZA PROJECT**

The City Council approved Resolution No. 9412 amending the construction contract (A-3467-2) with Butte Construction Company to cover the additional costs of the final construction phase of the Mission Esperanza project in an amount not to exceed $3,056,649, plus a 10% contingency for a total amount of $3,396,277.

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

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

**NOES:** None

**ABSENT:** None

**RECUSED:** Council Member(s) Reynolds and Webber

**5. REIMBURSEMENT REQUEST – OVERSEAS TRAVEL TO REVIEW BIOMASS AND WASTE-TO-ENERGY TECHNOLOGIES**

The City Council approved the reimbursement of certain costs associated with international travel to London, England, and Venice, Italy, to review energy-related technologies that may have application within the City of Oroville's developing renewable-energy and waste-management framework in an amount not-to-exceed $3462.00. During this trip, scheduled for November 7 - November 15, 2025, staff will meet with BREI project partners and review comparable operations that support the City's planned local biomass and solid-waste-to-energy initiatives.

**6. APPROVAL OF THE 10.07.2025 CITY COUNCIL REGULAR MEETING MINUTES**

The City Council approved the drafted 10.07.2025 City Council Regular Meeting Minutes.

# REGULAR BUSINESS

## 7. APPROVAL OF NEW MUSEUM ASSISTANT JOB DESCRIPTION

The City Council approved the new Seasonal Museum Assistant job description and moved the current 0.7 FTE seasonal worker position from Parks and Trees, to Museums. This position is proposed to provide flexible, seasonal support to the City's museums, assisting with visitor services, volunteer coordination, and preservation of cultural exhibits across multiple sites. The position will help ensure that facilities remain open, welcoming, and well-staffed during periods of higher public demand such as weekends, holidays, and special events. This was approved by the following vote:

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

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

**NOES:** None

**ABSENT:** None

**ABSTAINED:** None

## 8. APPROVAL OF UPDATED MASTER SALARY SCHEDULE

The City Council approved an updated Master Salary Schedule reflecting the addition of the recently approved classifications of City Engineer and Seasonal Museum Assistant by the following vote:

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

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

**NOES:** None

**ABSENT:** None

**ABSTAINED:** None

**9. APPROVAL OF CONTRACT WITH DUKE SHERWOOD CONTRACTING FOR CONSTRUCTION OF THE MONTGOMERY ROUNDABOUT IMPROVEMENT PROJECT**

The City Council approved Agreement No. 3572 for the Montgomery Street Roundabout Improvement Project to Duke Sherwood Contracting, the lowest responsive and responsible bidder, and authorized the Mayor to execute the contract on behalf of the City by the following vote:

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

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

**NOES:** None

**ABSENT:** None

**ABSTAINED:** None

**10. APPROVAL OF CONTRACT WITH ALPHACM FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MONTGOMERY ROUNDABOUT IMPROVEMENT PROJECT**

The City Council approved Agreement No. 3571 with AlphaCM to provide construction management, inspection, and materials testing services for the Montgomery Street Roundabout Improvement Project and authorized the Mayor to execute the agreement on behalf of the City by the following vote:

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

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

**NOES:** None

**ABSENT:** None

**ABSTAINED:** None

**11. OROVILLE MUNICIPAL CODE CONSIDERATIONS REGARDING DRIVEWAY CULVERT MAINTENANCE RESPONSIBILITY**

Direction provided to staff: General consensus to from the City Council was that the culverts located on private property are the responsibility of the property owner. Additional direction was given to explore funding options such as the Owner-Occupied Rehabilitation Program for those who may be effected or unable to cover costs out of pocket.

**12. CITY PARK DESIGNATION**

The City Council directed staff to conduct further analysis into designating part of the levy as a wildlife preserve. This would allow for better funding options to be explored.

# PUBLIC HEARINGS

**13. 5:15PM – AMENDMENT TO OMC CHAPTER 5.06 – ALIGN BID BILLING/DUE DATES WITH BUSINESS LICENSE FEES; REPLACE NEW-BUSINESS WAIVER WITH PRORATION**

**Opened at: 5:20PM** **Closed at: 5:24PM**

The City Council conducted a public hearing and considered introducing an ordinance amending Oroville Municipal Code (OMC) Chapter 5.06 (Downtown Oroville Business Improvement District) to:

1. Align the collection of BID assessments with business license fees by making BID assessments due January 31 each year (billed January 1); and

2. Replace the existing first-year new-business waiver with a proration method based on the number of months remaining in the calendar year, counting the initiation month as a full month. (Existing provisions to be amended: OMC § 5.06.070 and OMC § 5.06.080.).

The City Council introduced, read by title only, and waived further reading of an ordinance amending OMC § 5.06.070 and OMC § 5.06.080 as described; and directed staff to return at the next regular meeting for adoption and to implement associated administrative updates by the following vote:

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

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

**NOES:** None

**ABSENT:** None

**ABSTAINED:** None

## PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

No additional public comment received.

## FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items –

**Vice Mayor Smith:** Would like the City staff to explore creating a policy for dilapidated equipment such as the old historic Buick kept at the Lott Home, and the 1911 Fire Apparatus truck at the Fire Department. He would also like to explore potential MOU opportunities with potential partnering agencies to tackle the Museums and the costs of upkeep.

2. Correspondence

   i. Business Assistance and Housing Development Monthly Report

## ADJOURN THE MEETING

The meeting was adjourned at: 6:19PM

Kayla Reaster, Asst. City Clerk

David Pittman, Mayor

# CITY OF OROVILLE

## PUBLIC WORKS DEPARTMENT CITY COUNCIL UPDATE

SEPTEMBER 2025

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

Date: 10/21/2025

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

## Misc. Notes:

- Continuing to make updates to the City website
- Continuing to work through requests via new 311 system

# Airport Division

## Operations:

- Swept all runways and associated taxiways



- Continued work with legal team on pending hangar evictions for lack of payments. Notices posted
- Changed main filters on 12,000 gallon AVGas 100LL and Jet A tanks
- Secured / received Airport Infrastructure Grant (AIG-029)
- Execution of contract for runway 13/31 Marking Upgrade as part of FAA Airport Infrastructure Grant (AIG)
- Secured / received official Airport Improvement Program Grant (AIP-030) which will partially fund crack seal projects at North and South Ramps as well as taxilanes between hangar rows A, B and C. Contract for this work is currently out for signatures
- Attended annual Association of California Airports Conference, network with FAA and other airport officials
- Submitted AIP-024- and AIP-027 closeout document packages to FAA




- Completed updates to Based Aircraft Database through diligent work with aircraft owners and managers of other airports to mitigate dual-registration of many aircraft
- 1372 gallons of AVGas sold
- 890 gallons of Jet A sold

## Maintenance:

- Lubricated various hangar doors
- Daily lighting inspections
- Daily FOD inspections
- Repaired 100LL ground cable which was damaged by pilots
- Ventilation fan replacement on main electrical building which keeps all airfield electrical transformers cool

## Projects:

- Continued upgrades to LED lighting as time allows
- Soliciting updated bids for roof repairs on FBO
- Training updates

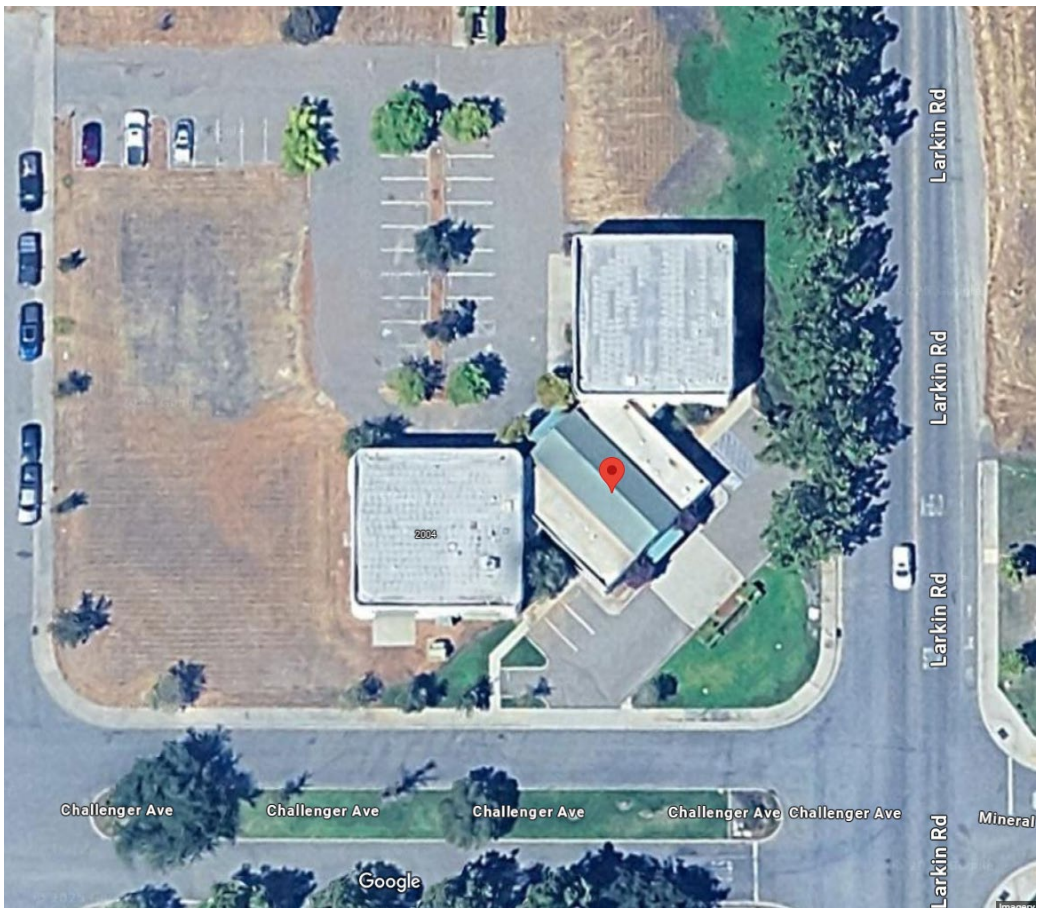


# Engineering Division

## 2000 Challenger Avenue Update

The original designer has submitted a proposal for the renovation design.

The proposal is currently in review for adequacy and scope.



## Hewitt Park Update

Contract Award Amount: $4,530,077

Current Contract Amount: $4,749,116

Current Change Orders Planned: $0

Contingency Remaining (including Planned Change Orders): $234,284

Rubber surfacing has been completed on the playground and hillside. Handrails on the ADA ramp are complete. Fencing installation underway on the pickleball courts, with completion scheduled in October. Mechanical room has been completed. Another Community Day will be planned for November 4th.

Work planned for October:

- Concrete stairs, sidewalks, wall footings at shade structures and pavilion
- Fencing around pickleball courts
- Basketball court cleaning and painting
- Hydroseeding on hillside
- Tree planting on hillside
- Water feature installation for splashpad




Hillside Slide


Accessible Slide




## Corporation Yard Update

Contractor: United Building Contractors (UBC)

Architect: Studio W

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

Contract Award: April 15th, 2025

### Discussion:

Proposal for GMP received September 24th. Proposal is significantly above available budget.

Met with UBC to discuss changing the requirements based on direction from previous City Council meeting. Change Order in development to capture the updated requirements.

## Bedrock Park

Contract Award Date: April 15, 2025

Contractor: Melton Design Group, Inc.

Contract Amount: $103,175

Project Phasing:

- ✓ Task 1 – Project Launch and Coordination
- ✓ Task 2 – Site Analysis, Topographic Survey, Base Development
- ✓ Task 3 – Master Plan, Program Development, Cost Analysis

PAUSE HERE FOR COMMISSION/COUNCIL REVIEW/APPROVAL

•Task 4 – Design Development to 50% (Phase 1 only) - Current phase in execution

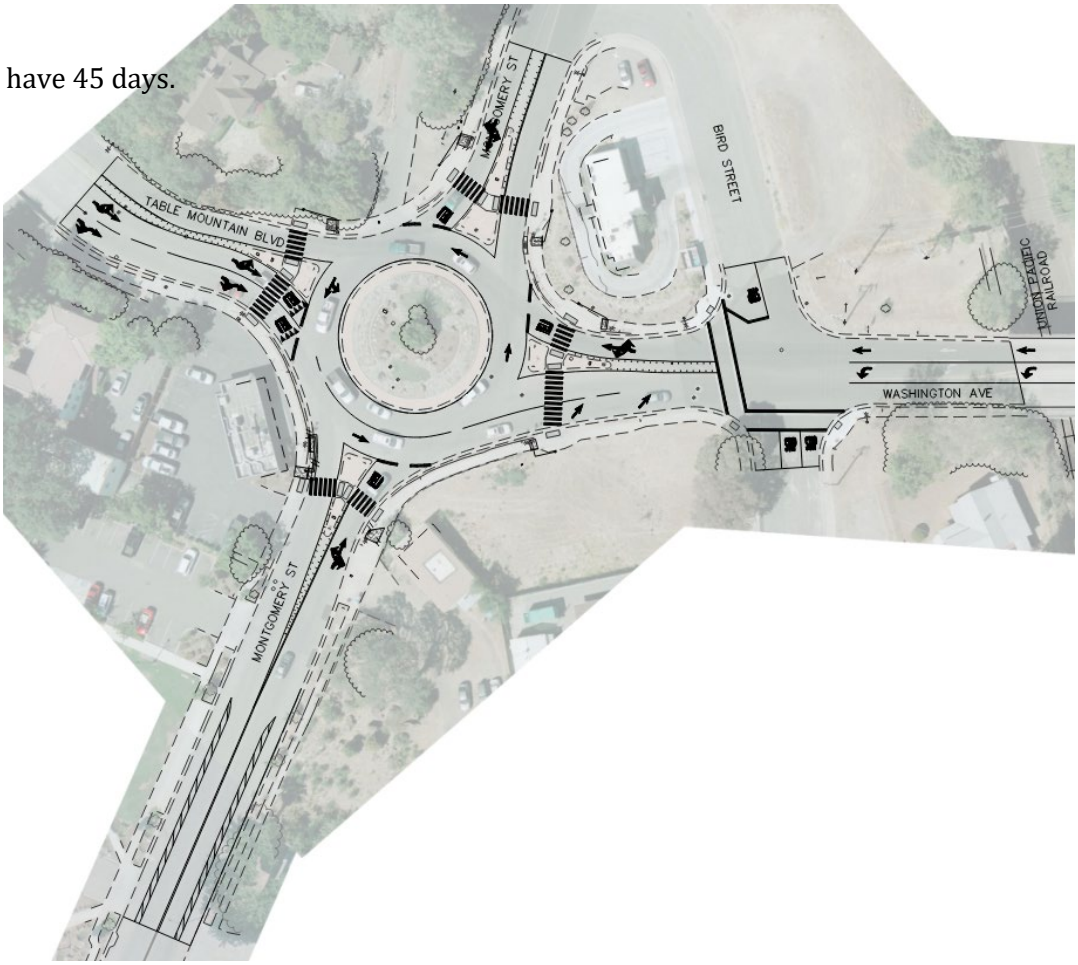
•Task 5 – Construction Drawings, Specs, Submittals (Phase 1 Only)

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

## Montgomery Roundabout

Construction and Construction Management Projects do be approved at Council Meeting on 10/21.

Contractor will have 45 days.



## South Oroville Drainage Improvements

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

## Washington and Table Mountain Complete Streets Project

Project is underway with Mark Thomas. 30% Design is complete. Working through utility conflicts. Information regarding the project is now posted on the City's website at City Projects | Oroville, CA Public Workshops forthcoming.




## Norton Street Repave Project

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

## Traffic Light at Acacia and Orange

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

## SR162 Complete Streets

Discovered missing "Before" pedestrian/bicycle counts required for ATP reporting — potential compliance issue flagged.

# Streets and Storm Drain Division

## Operations:

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

## Maintenance:

- Major emphasis on storm drain ditch cleaning off Highlands, Boynton, Oro Dam East, Gilmore, etc. Got through about 75% of ditches with major invasive vegetation removal.
- Replaced regulatory signs
- Operated street sweeper 105 hour
- Graded levee and surrounding areas that could be graded
- Worked numerous hours on Salmon Festival






# Parks & Trees Division

## Operations

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

## Maintenance:

- Cleaned parks and green areas 4 days a week.
- Mowed parks and green areas on a routine basis.
- Cleaned and weeded Landscape, Lighting, and Assessment Districts.
- Trimmed 155 street trees.
- Watered street trees for 154 crew hours.
- Sprayed herbicides throughout parks and green areas.
- Checked and made numerous irrigation repairs in parks and green areas.
- Worked weekends opening and closing museums and working numerous events in parks
- Worked numerous hours on Salmon Festival
- Planted numerous trees at Centennial Plaza



# Museums

## Operations

### Museum Closures and Modified Hours

- **Antique Tool Museum** remains closed for building and exhibit maintenance.
- **Lott Home** is open Saturdays only.
- **Nature Center** is open for special events and programs only.
- For the **Museum Mile Trick-or-Treat** event on **October 31**, participating museums will be open from **3:00–7:00 p.m.**; regular hours will be suspended that day.
- Seasonal museum closures will begin in **December**.

### Strategic Planning

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

### Docent Association

- The Docent Association's structure and bylaws are under review by City staff.
- City volunteer policies and the Docent Handbook are being reviewed for updates.
- The Docent Association is holding elections for its Executive Board.

### Collections Management and Care

- The **Nature Center's Native collection** has been removed for inventory per NAGPRA.
    - *Update:* The Curator is seeking consultation to ensure compliance with NAGPRA and CalNAGPRA Summary Provisions for all museums.
- The **Nature Center's eagle permit application** process is underway with U.S. Fish and Wildlife.
    - *Update:* The process is paused due to the federal government shutdown.
- Housekeeping plans are in development.



Curator Vanessa working to remove dust and dermestid activity from the bald eagle taxidermy specimen at the Feather River Nature Center.

### Exhibits

Museums received a complimentary exhibit consultation from **Exhibit Envoy**.

### Events and Programs

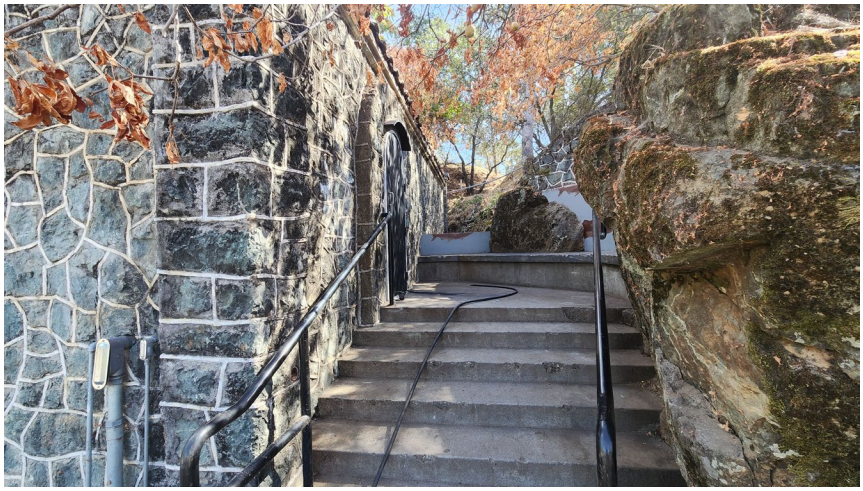
- Museums participated in the **2025 Salmon Festival** on **September 27**, opening from **11 a.m.–3 p.m.** with free admission and kids' activities. The event drew approximately **560 visitors** across all museums.
- Planning is underway for **Fall/Winter 2025 events**:
    - **October 12:** Tea Workshop – *C.F. Lott Home*
    - **October 31:** Museum Mile Trick-or-Treat – *C.F. Lott Home, Pioneer Museum, Chinese Temple, and Ehmann Home (BCHS)*
    - **December 13:** Pioneer Christmas – *Pioneer Museum*
    - **December 14:** Tea Workshop – *C.F. Lott Home*

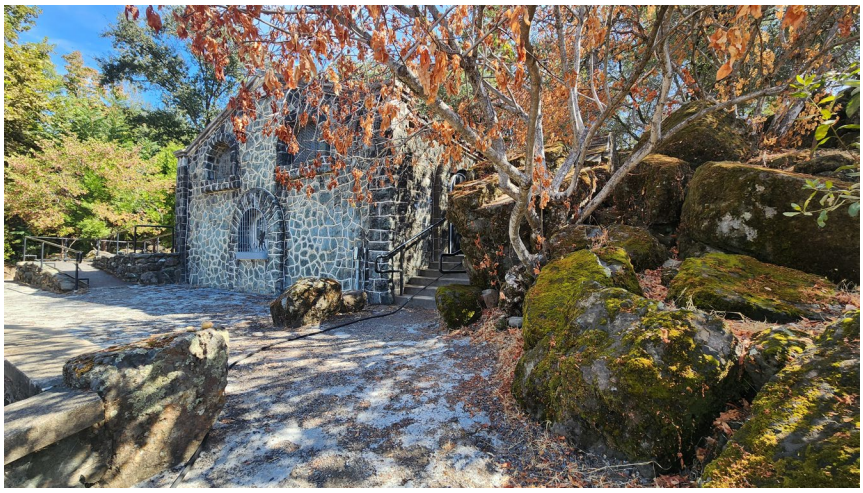


Volunteer, Harmoni prepping a craft for the Salmon Festival at the Feather River Nature Center

## Building Maintenance

- **Nature Center:** Volunteers worked to clean and prepare the inside and outside surroundings of the bath house in preparation of the Salmon Festival.
- **Pioneer Museum:** Roof and HVAC bids in progress; installation tentatively scheduled for December.
- **Pioneer Museum** has been assessed by City staff for ADA compliance.
- **Antique Tool Museum:** Roof and HVAC repairs needed to prevent leaks.
- The Curator is working with the Parks team to remove the Bolt name from the Antique Tool Museum, including building signage.





The Feather River Nature Center bathhouse received an exterior cleaning before the Salmon Festival, including a fresh coat of paint on the door, which had previously been vandalized with graffiti.

## Special Projects

- **Chinese Temple Documentary** (with Chico State) remains in editing.
- **Chinese Temple Augmented Reality Exhibition** (with Chico State and the Chinese Historical Society, SF) is in progress.
    - *Update:* Completion expected **December 2025**.
- The Curator, representing the City, is collaborating with the **Any Given Child Initiative** to deliver art-inspired programming for third and fourth graders at the Chinese Temple and Pioneer Museums.
    - *Update:* Programming begins **December 2025**.
- A **historic oil painting of Bidwell Mansion** from the Pioneer Museum collection is undergoing conservation treatment, supported by donations.
    - *Update:* Completion expected **November 2025**.

## Electrical Division

The electrical department completed the fabrication of a box over the damaged streetlight at Montgomery St and Lincoln.



Meet with contractor and obtained quote for damaged streetlight replacement Montgomery St Lincoln Blvd

Obtained quotes for traffic loop repairs at Washington Ave and Mitchell.

Installed new light switches at city hall.

Diagnosed and shipped off for repairs, radar sign at Montgomery and 5th Ave.

Checked/Tested transfer switch at Riverview lift station (not functioning properly)

Routine maintenance of all city Airport lighting, traffic signals and streetlights.

# Fleet Division

## Operations:

In the month of September, the fleet mechanic shop facilitated 61 repairs/services of city vehicles

- 17 Vehicles from the police department
- 9 vehicles/equipment from the sewer department
- 8 vehicles/equipment from the Parks department
- 2 vehicles from the building department –
- 18 vehicles/equipment from the Street department –
- 1 vehicle from the electrical department –
- 2 vehicles from the Code Enforcement department.
- 2 vehicles from the Corp yard
- 2 vehicles from the fleet shop
- CARB inspections of 10 diesel trucks. All passed except 1, It is currently in the shop being repaired.
- Researched CMMS program for fleet department.
- Fuel station is up and running, (Gas side only) Diesel side should be up and running next week when new float meter is installed.
- In process of ordering parts and transmission for damaged street sweeper #81 (See pictures below)

Damaged broom box street sweeper



Damaged tie rod street sweeper



Front end damage to Police department vehicle



## Sewer Division

The city sewer crew's conducted CCTV inspections on 5,905 ft, 1.1 mile of sewer main. Jet Rod/cleaned 36,933 ft, 6.9 miles of sewer main in the month of September. This includes the Restaurant line list (night work due to the highway) and our Off-road list that is always facilitated in the month of September before the wet weather arrives.

The city sewer crew and electrical crew completed state required utility locator course on 9/11/25.

The city sewer crew worked night shift during the week of 9/15/25 - 09/19/25 to clean the city sewer main on highway 162 from Foothill Blvd to Lincoln.



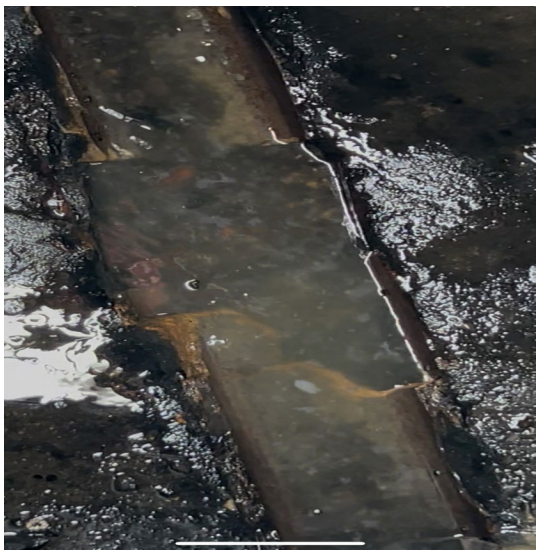


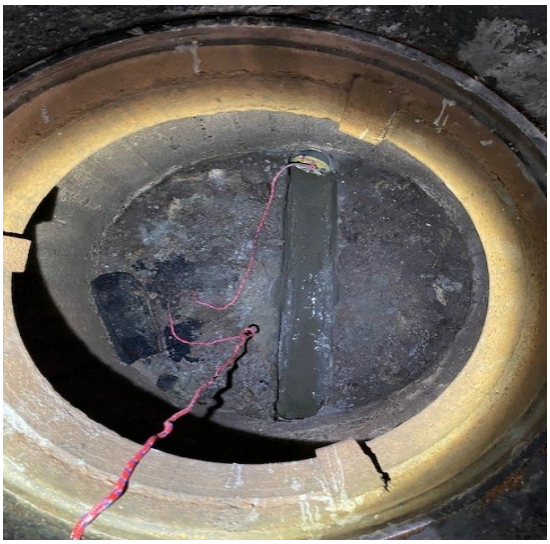
The city sewer crew also conducted CCTV inspection of a city sewer main at night due to high flows during the daytime from Fogg Ave down Grand Ave under highway 70 to 5th Ave





The city sewer crew facilitated a repair at night on asset Z27 (U.S. Bank) on a large void in the trough.





# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN & COUNCIL MEMBERS**

**FROM:** **PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

**RE:** **RATIFICATION OF AGREEMENT WITH DAY, CARTER AND MURPHY AND RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE ESTABLISHING ORO VERDE, OROVILLE'S NEW PUBLIC UTILITY**

**DATE:** **NOVEMBER 4, 2025**

## SUMMARY

The City Council shall consider adopting a Resolution No. 9417 (attachment 1) authorizing the establishment of *Oro Verde*, a municipally owned public utility created to serve industrial businesses within the City of Oroville. This initiative represents a collaborative partnership with the Butte Renewable Energy Initiative (BREI), which will fully fund the development and construction of renewable energy generation and transmission infrastructure to be gifted to the City for ownership, operation, and maintenance.

## DISCUSSION

The City of Oroville has taken an increasingly proactive approach to ensuring energy reliability and economic stability for local industry. Establishing Oro Verde aligns with the City's long-term vision of supporting sustainable economic growth while remaining a cooperative partner with existing energy providers such as PG&E and Pioneer Energy.

To support the legal and regulatory components of utility formation, the City has retained the law firm of Day, Carter, and Murphy with an Engagement Letter (Attachment 2) to provide specialized legal counsel with expertise in public utility establishment and municipal energy systems. This legal support will guide the City through the formation of Oro Verde, regulatory filings, production of agreements, and drafting of operational frameworks.

Under this collaboration, BREI will finance the planning, development, and construction of renewable generation facilities and all related transmission infrastructure. Upon

completion, the infrastructure will be transferred to the City as a gift, positioning Oroville to locally manage distribution to key industrial customers.

This approach will not replace or compete with existing utilities; rather, it will provide an alternative, complementary service to strengthen energy resiliency and reduce potential downtime risks for Oroville's industrial businesses. The Oro Verde public utility will operate under Council-approved tariff structures to ensure transparency, equity, and accountability in rate setting.

## FISCAL IMPACT

There will be no fiscal impact to the City's General Fund for the development or construction of Oro Verde's infrastructure, as BREI will cover all related costs.

To fund the administrative, legal, and consultant expenses necessary for the initial formation and implementation of the public utility, the City will establish a replenishable fund capitalized through a $30,000 deposit provided by BREI. The fund will be replenished as needed to maintain an adequate balance for services required during the formation and early operational phases of Oro Verde.

## ACTION(S) REQUESTED -

1. **ADOPT THE ATTACHED RESOLUTION NO. 9417 - ESTABLISHING THE OROVILLE PUBLIC UTILITY AND AUTHORIZE THE COMMUNITY DEVELOPMENT DIRECTOR TO TAKE THE NECESSARY STEPS TO IMPLEMENT THE FORMATION OF THE PUBLIC UTILITY AND BRING FORWARD FUTURE ACTIONS FOR COUNCIL CONSIDERATION; AND**
2. **RATIFY AGREEMENT WITH OUTSIDE COUNCIL FOR ENERGY RELATED MATTERS.**

## ATTACHMENTS

1. Resolution No. 9417 Establishing the Oroville Public Utility
2. Agreement with Day, Carter and Murphy

**CITY OF OROVILLE**
**RESOLUTION NO. 9417**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING THE ESTABLISHMENT OF A MUNICIPALLY OWNED UTILITY**

**WHEREAS,** the City of Oroville ("City") is a municipal corporation organized, formed and incorporated under the laws of the State of California; and

**WHEREAS,** the California Constitution, art. XI, section 9(a), California Public Utilities Code § 10004, and California Government Code § 39732(a) empower a municipal corporation to establish, purchase, lease, own, and operate public works and utilities to furnish its jurisdiction with electrical power; and

**WHEREAS,** the City recognizes the importance of reliable, affordable, and sustainable energy as essential to the economic and environmental well-being of the community; and

**WHEREAS,** the City Council seeks to enhance local control over energy distribution and advance the City's long-term vision for energy resiliency, sustainability, and economic development; and

**WHEREAS,** a City-owned public utility may provide opportunities to support local businesses and industries and ensure equitable access to modern energy infrastructure; and

**WHEREAS,** the City seeks to form a municipally-owned utility system consistent with California and Federal law, through which it may elect to provide electric service to customers located within the City; and

**WHEREAS**, the City Council has determined that the formation of a municipally-owned utility could enhance the quality of life and provide benefits to the citizens and businesses of the City.

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

1. The above recitals are true and correct and are incorporated herein by reference as an operative part of this Resolution.

2. The establishment of a municipally-owned electric utility (the "Municipal Utility") is not a "project" as that term is defined in the California Environmental Quality Act ("CEQA"). An activity is a "project' subject to CEQA only if it has the potential to result in either a direct physical change to the environment or a reasonably foreseeable indirect change in the environment. (State CEQA Guidelines, § 15378). The mere creation of the Municipal Utility is an organizational or administrative activity of government that would not result in a reasonably foreseeable direct or indirect physical

**CITY OF OROVILLE**
**RESOLUTION NO. 9417**

change in the environment, as the establishment of the Municipal Utility only involves such actions as identifying potential service areas and evaluating potential utility rates, which are administrative in nature and do not commit to any specific project. (CEQA Guidelines, § 15378(b).)

3. The City of Oroville does hereby establish a Municipal Utility, Oro Verde, to provide electric service in the City of Oroville.

4. The City Administrator, or designee, is hereby authorized to take all necessary steps to create and establish the Municipal Utility, with the power to evaluate the areas, manner, and rates for the potential provision of electric utility services.

5. The Municipal Utility may provide electric service within the boundaries of the City, as determined by the City Administrator, following appropriate evaluation and study and with approval by the City Council.

6. The City Council will determine and may amend, from time to time, the nature of utility service provided by the Municipal Utility.

7. The City Administrator, or designee, is hereby authorized to take all necessary actions to provide for the study of the operation and maintenance of the Municipal Utility, including, but not limited, to:

    a. Identifying areas within the City that should be served by the Municipal Utility;

    b. Negotiating agreements with consultants, special counsel, underwriter(s), and financial advisors in connection with regulatory, legal, or financial matters for approval by the City Council;

    c. Identifying power procurement and electric service distribution needs.

    d. Recommending utility rates and terms of service.

    e. Determining what additional staffing is required, if any.

This Resolution shall be effective immediately after its adoption by the City Council, and shall be certified by the City Clerk.

**PASSED AND ADOPTED** by the City Council of the City of Oroville on this 4th day of November, 2025, by the following vote:

**CITY OF OROVILLE**
**RESOLUTION NO. 9417**

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
David Pittman, Mayor

**APPROVED AS TO FORM:**

_____
David Ritchie, Assistant City Attorney

**ATTEST:**

_____
Kayla Reaster, Assistant City Clerk

DAY ▪ CARTER ▪ MURPHY LLP

3620 American River Dr., Suite 205
Sacramento, CA 95864
T: 916.570.2500

daycartermurphy.com

Ann L. Trowbridge
atrowbridge@daycartermurphy.com

October 27, 2025

**VIA ELECTRONIC MAIL**

Brian Ring
City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Email: bring@cityoforoville.org

Re: *Engagement Letter*

Dear Mr. Ring:

Thank you for the opportunity to assist you. Pursuant to California Business and Professions Code Section 6148, our firm is obligated to execute a written fee agreement with you, and it is the purpose of this letter to satisfy that obligation.

City of Oroville ("City") is hiring Day Carter & Murphy LLP to serve as special counsel providing services related to the establishment and operation of a municipal electric utility ("MEU"). This work may include, as directed by the City, services relating to preparation of formation documents, negotiation of contracts with energy suppliers and potential customers, preparation of tariff, and advice regarding regulatory compliance (e.g., Renewable Procurement Standard, resource adequacy, etc.) and relevant legal issues. We shall provide those legal services reasonably required to represent the City. We shall also take reasonable steps to keep the City informed of significant developments and to respond to its inquiries.

We will charge by the hour at the prevailing rates for the time our legal personnel spend working on City matters. I will be primarily responsible for this representation, and my billing rate is $650 per hour. Another attorney who may work on your matters, together with her respective billing rate is our associate, Katie Eng ($300.00). Our rates are subject to periodic change.

We will inform he City of any changes in our hourly rates. The City agrees to pay for our legal services at the prevailing rates, provided we notify you of any changes in rates prior to billing any work at such new rates.

Our legal personnel bill in minimum units of 0.10 hours (6 minutes). The City will not be charged for any inquiries which concern its billings. The City will be charged for all other telephone calls including those made to or received from opposing counsel. The City will be charged for all interoffice conferences by each involved timekeeper. We will also charge for waiting and travel time at the hourly rates shown above.

The City agrees to pay for costs and expenses we may incur, in addition to the hourly charges for services rendered by our legal personnel. Such costs commonly include FedEx (varies by package size and destination), computerized research (pass-through Lexis fees) and document filing charges (varies by agency). The firm, at its election, may impose late fees or interest on delinquent accounts to the extent allowed by law.

We will send the City a statement for fees and costs on a monthly basis. Our statements will clearly show the unpaid balance and include a quantified calculation of fees by entry and time. All costs will be clearly identified and quantified.

The City may discharge us at any time. We maintain errors and omissions coverage applicable to the professional services to be rendered to the City pursuant to this engagement.

Upon termination or conclusion of our services, all unpaid charges shall immediately become due and payable. We acknowledge our obligation, upon the City's demand, to deliver to the City its files and other materials created as a result of our representation.

We have made no express promises or guarantees to the City about the outcome of its matter(s), nothing in this letter should be construed as such a promise or guarantee. Pursuant to Subsection C of Section 6148 of the California Business and Professions Code, we can still collect reasonable attorney fees services rendered even if The City fails to sign and return this letter.

If the City is in agreement as to the provisions contained in this letter, please sign the acknowledgment at the bottom of this letter and email a signed copy to our office.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

DAY CARTER & MURPHY LLP

A L. Trowbridge

Ann L. Trowbridge

ALT:cb

4937-7066-8659, v. 2

AGREED TO AND ACCEPTED:

City of Oroville

By: _____

Date: 10/30/25

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **VICE MAYOR AND COUNCIL MEMBERS**

**FROM:** **MAYOR PITTMAN**

**RE:** **AMENDMENT TO ELECTED OFFICIALS GUIDING PRINCIPLES HANDBOOK**

**DATE:** **NOVEMBER 4, 2025**

## SUMMARY

The City Council shall consider amending the Elected Officials Guiding Principles handbook that was adopted by the City Council on December 17, 2024.

## DISCUSSION

In 2024, staff were directed to develop a document that would be used by the City Council to provide framework and standards to promote ethical and responsible governance. City officials are expected to demonstrate the highest standards of personal integrity, honesty and conduct in all activities to inspire public confidence and trust.

The handbook is not intended to be the end all be all for Elected Officials to refer to for every situation they may encounter. It is intended to provide some general guidance and framework.

The handbook was introduced at the December 3, 2024 City Council meeting for input, and adopted by the Council at the December 17, 2024 City Council meeting.

At the request of Mayor Pittman, staff are bringing this document back for review and consideration of changes to the agreement that include language on:

- Training available to new Council members (or to seasoned Council members who would like refresher training);
- Reinforced communication protocols that stress any direct communication to staff requesting some sort of action must include City Administrator – to allow City Administrator to assess whether this is direction that needs majority Council direction;
- Modifications to consequences for not following outlined protocols;
- Other suggestions.

## FISCAL IMPACT

None.

## ACTION REQUESTED -

## PROVIDE INPUT TO STAFF ON EDITS THE COUNCIL WOULD LIKE TO SEE IN THE GUIDING PRINCIPLES HANDBOOK.

## ATTACHMENTS

Amended Elected Officials Guiding Principles Handbook

# City of Oroville City Council Guiding Principles Handbook

## Introduction

The purpose of this handbook is to establish a set of core principles that will guide the actions and decisions of elected officials. The handbook is intended to promote ethical and responsible governance, ensure compliance with the Ralph M. Brown Act, and provide a framework for effective decision-making that benefit the residents of Oroville.

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1. Role of the City Council and Oath of Office
2. General Policies and Expectations
3. Behavior and Etiquette
4. Brown Act Compliance
5. Meeting Protocols
6. Public Participation
7. Conflict of Interest
8. Transparency and Ethics
9. Staff Interactions
10. Consequences for Non-Compliance
11. Amendments and Updates

## 1. Role of the City Council

The City Council is responsible for governing the City of Oroville by establishing policies, passing ordinances, and making decisions on behalf of the public. Council members represent the community and are tasked with ensuring that the City government operates effectively, ethically, and in the best interests of residents.

## 2. General Policies and Expectations

- Accountability: Council members should take responsibility for their actions and decisions and be transparent in their communication with the public and City staff.
- Respect: Council members should maintain respectful communication with each other, City staff, and members of the public, even in situations of disagreement.
- Professionalism: The Council is expected to conduct itself with professionalism and integrity at all times, adhering to the ethical standards set forth in local and state law.
- Collaboration: Cooperation and teamwork are critical in decision-making processes to achieve the best outcomes for the city.

## 3. Behavior and Etiquette

- Respect for Others: Council members should be courteous and respectful during all official proceedings and interactions. Disparaging comments, personal attacks, or abusive language are strictly prohibited.
- Active Listening: Council members should listen attentively to each speaker during meetings and avoid side conversations, interruptions, or distractions.
- Civil Discourse: All discussions should remain focused on the issue at hand, with an emphasis on solving problems constructively. Personal opinions should be expressed respectfully, and Council members should avoid inflammatory or accusatory language.
- Time Management: To respect everyone’s time, Council members should be prepared for meetings by reviewing agendas and documents in advance, ensuring meetings run efficiently.
- Public Communication: When representing the City of Oroville, Council members should maintain a tone of professionalism and diplomacy.
- Staff Interactions: Understand that Department leadership take direction from a majority of the Council. Council Members shall~~should~~ not give individual members of department leadership (or any employees) direction nor take up

excessive staff time that takes away from staff implementing the wishes of the Council (refer further to section 9).

**4. Brown Act Compliance**

The Ralph M. Brown Act (“Brown Act”) governs open meetings for local government bodies to ensure transparency in decision-making. The Oroville City Council is committed to complying fully with the Brown Act to maintain public trust.

- Public Meetings: All Council meetings must be open to the public, except for closed sessions as permitted under specific conditions outlined in the Brown Act. Some committees and subcommittees are also subject to the Brown Act. Advisory committees composed solely of members of the legislative body that are less than a quorum of the legislative body are not subject to the Brown Act unless it’s a committee created by formal action that covers continuing subject matters. Ad hoc committee’s containing less that a quorum of the legislative body that are for a limited duration are not likely subject to the Brown Act. Committees with less than a quorum of the legislative body that also include members of the public or staff, are subject to Brown Act.
- Agenda Posting: Meeting agendas must be posted 72 hours before regular meetings and 24 hours before special meetings, outlining all items to be discussed or acted upon. No action can be taken on items not listed on the agenda.
- Quorum and Serial Meetings: Council members must avoid engaging in discussions impacting City business with each other outside of publicly noticed meetings where a quorum (majority of Council) could be present. Serial meetings, a series of private meetings where a majority of the Council commit to voting a certain way, are prohibited.
- Public Participation: The public must be given the opportunity to address the Council during open meetings. Time limits for public comments may be imposed to ensure orderly proceedings, but the public's right to participate must be respected.
- Closed Sessions: Closed sessions are allowed only for specific issues such as litigation, personnel matters, or real estate negotiations. Decisions made in closed sessions must be reported during the open session when required. Discussions that happen during closed session are confidential and must not be shared.

**5. Meeting Protocols**

- Chairing Meetings: The Mayor (or the Vice Mayor if Mayor is unavailable) will preside over meetings and ensure that the proceedings are orderly. Council members should respect the authority of the presiding officer and adhere to the established meeting procedures.
- Motions and Voting: Council members may introduce motions on any item listed on the agenda. A second is required for a motion to be considered. If multiple motions are made, voting shall take place according to Rosenberg's Rules of Order. Voting is conducted openly, and the results are recorded in the meeting minutes.
- Public Hearings: For matters requiring public hearings, adequate notice must be provided to the community. All testimony, both written and verbal, must be taken into account before any final decision is made.
- Engagement with the public during meetings must be limited to agendized items. Interest in a topic raised by a member of the public during public comments should be discussed at a later meeting after having the topic agendized appropriately.

**6. Public Participation**

- Public Input: The Council encourages residents to participate in the decision-making process by attending meetings and providing input on agenda items. Public comment is permitted on both agenda and non-agenda items.
- Written Comments: Members of the public may submit written comments to the City Clerk prior to meetings, which will be distributed to the Council and included in the record.
- Decorum: Members of the public are expected to conduct themselves respectfully during meetings. Disruptive behavior, including shouting or personal attacks, may result in removal from the meeting.

**7. Conflict of Interest**

Council members must adhere to all conflict-of-interest laws and disclose any personal, financial, or other interests that could affect their impartiality in decision-making. Council members must recuse themselves from participating in discussions or votes where a conflict of interest exists.

**8. Transparency and Ethics**

- Transparency: Council members must conduct City business in a manner that is open and transparent to the public. This includes full disclosure of any pertinent information that may affect decision-making.
- Ethical Conduct (Assembly Bill 1234): Council members must follow ethical standards in all interactions, avoiding any appearance of impropriety or undue influence. Acceptance of gifts, favors, or other incentives that could sway official decisions is strictly prohibited as would be any promise for future gifts, favors, or incentives

**9. Staff Interactions**

The City Council as a body sets the policy and direction through the budget process and official actions taken by the Council. City staff are tasked with implementing that direction. While staff should provide Council members with data and information when requested, individual Council members need to understand their larger role as setting policy and shall not give individual direction to staff on specific matters. Specific direction to staff must come from the majority of the Council.

In order to respect the busy schedules of City staff, Council Members shall schedule meetings in advance (ideally 24 hours' notice) with Staff (with notification to the City Administrator), should there be a desire to meet with them. To promote transparency, Council members should report out on conversations that take place with Staff during Council Announcements and Reports at City Council meetings.

**10. Training**

In addition to required training pursuant to Assembly Bill 1234 (ethics) and Assembly Bill 1661 (sexual harassment prevention), additional training is available for newly elected Council Members or seasoned Council members who are looking for refresher training.

**11. Consequences for Non-Compliance**

Failure to comply with these policies and the Brown Act can result in legal action, personal liability, sanctions, training recommendations or censorship by the Council. In addition, vViolations of decorum or ethical standards can lead to ~~censure or~~ removal from Council committees.

This handbook is intended to be self-enforcing. Appropriate actions as outlined above will be taken if Council members ~~who~~ repeatedly do not follow proper conduct outlined in the Elected Officials Guiding Principles Handbook ~~may be formally censured by the Council or lose committee assignments~~. Individual Council members should point out to the offending Council member perceived infractions. If the offenses continue, the matter

should be referred to the Mayor in private (unless the Mayors actions are being questioned, then the matter should be referred to the Vice Mayor). It would be up to the Mayor (or Vice Mayor) to initiate any actions. If no actions are taken, then the matter can be brought forward to the full Council.

Council members who do not sign an acknowledgement that they have read and understand the Elected Officials Guiding Principles Handbook, shall be ineligible for committee assignments.

**12. Amendments and Updates**

This handbook will be reviewed and updated periodically to ensure compliance with changes in law and to reflect the evolving needs of the City of Oroville. Amendments must be approved by a majority vote of the City Council.

*I affirm that I have read and understand the City of Oroville Elected Official Guiding Principles Handbook.*

Signature Date

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN & COUNCIL MEMBERS**

**FROM:** **TIM KABER, PROJECT MANAGER**

**CHRIS TENNS, FIRE CHIEF**

**RE:** **PRESENTATION FOR DESIGN RENOVATION OF 2000 CHALLENGER AVENUE FOR PUBLIC SAFETY FACILITY #2**

**DATE:** **NOVEMBER 04, 2025**

## SUMMARY

The City Council shall receive a presentation for the design for potential renovation of 2000 Challenger Avenue into a second Public Safety Facility for the City.

## DISCUSSION

Griffith Architects designed the original facility at 2000 Challenger Avenue in 1993 and performed a feasibility study for renovation of said facility in July 2025. The feasibility study confirmed the current facility is in good condition and is an ideal candidate for renovation into a Public Safety Facility.

The City owns the facility at 2000 Challenger Avenue, which is in an ideal location for a fire station to serve the local area. The facility was constructed in 1994 as the Manufacturing Development Center for the Oroville Redevelopment Agency. The design of the facility was accomplished using the 1991 California Building Code (CBC). There have been multiple revisions of the CBC since 2000 Challenger Avenue was first designed and constructed. A fire station is considered a First Responder Facility, which is to be designed to a higher standard than most facilities.

Staff will present on the specific location of Challenger Avenue, along with the engineers analysis on the work that would need to be completed. Designing the facility to be the City's future second Public Safety Facility would be Phase One of this transition, followed by formalizing funding (Phase Two) and ultimately construction (Phase Three). It's estimated this process could take three to four years (depending on funding options).

## FISCAL IMPACT

Total costs of a renovation are estimated to be $4.5M which includes design, construction, and outfitting.

## ACTION REQUESTED -

**Direct staff to:**

**Move forward with 2000 Challenger as the future Public Safety Facility (Alternative One); or**

**Look for alternative locations for future Public Safety Facility (Alternative Two); or**

**Do nothing at this time (Alternative Three).**

## ATTACHMENTS

Fire Department Presentation on Need for PSF #2

# City of Oroville
# Public Safety Facility #2

## Strategic Expansion of Fire Services:

### Proposal for Oroville's Second Public Safety Facility

*Presented by: Chris Tenns, Fire Chief*
*Tim Kaber, Sr. Engineer*

# Purpose of Presentation

## Goals:

- Is 2000 Challenger Avenue the best location for a second Public Safety Facility (PSF):
  - Reduce response times
  - Improve City-wide fire protection
  - Plan for future growth and annexation
  - Consistent with City General Plan

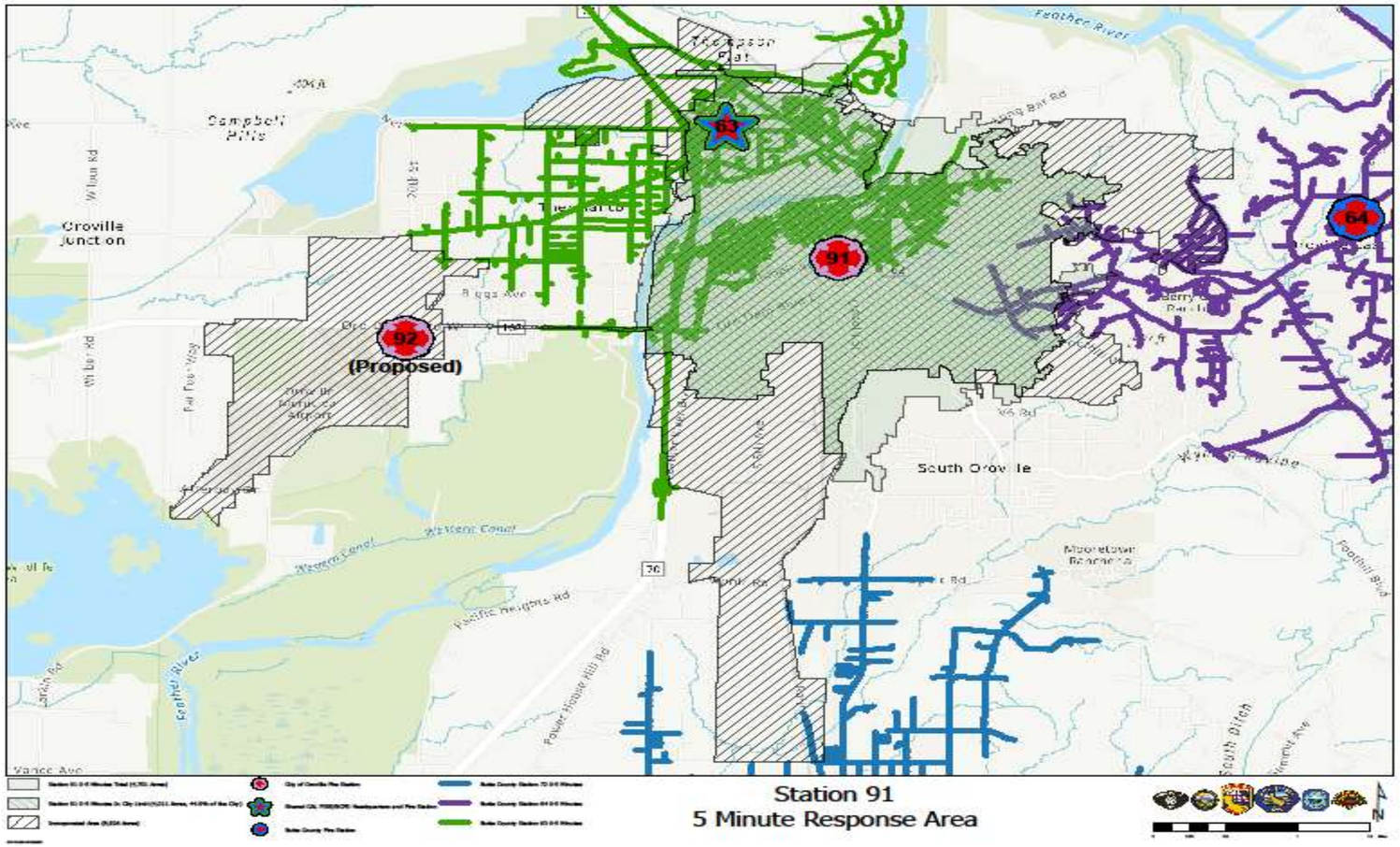
# Presentation Topics

**Is 2000 Challenger Avenue the best location for a second Public Safety Facility (PSF)**

- Review call volume data (response times)
- Review engineers report on facility (costs)

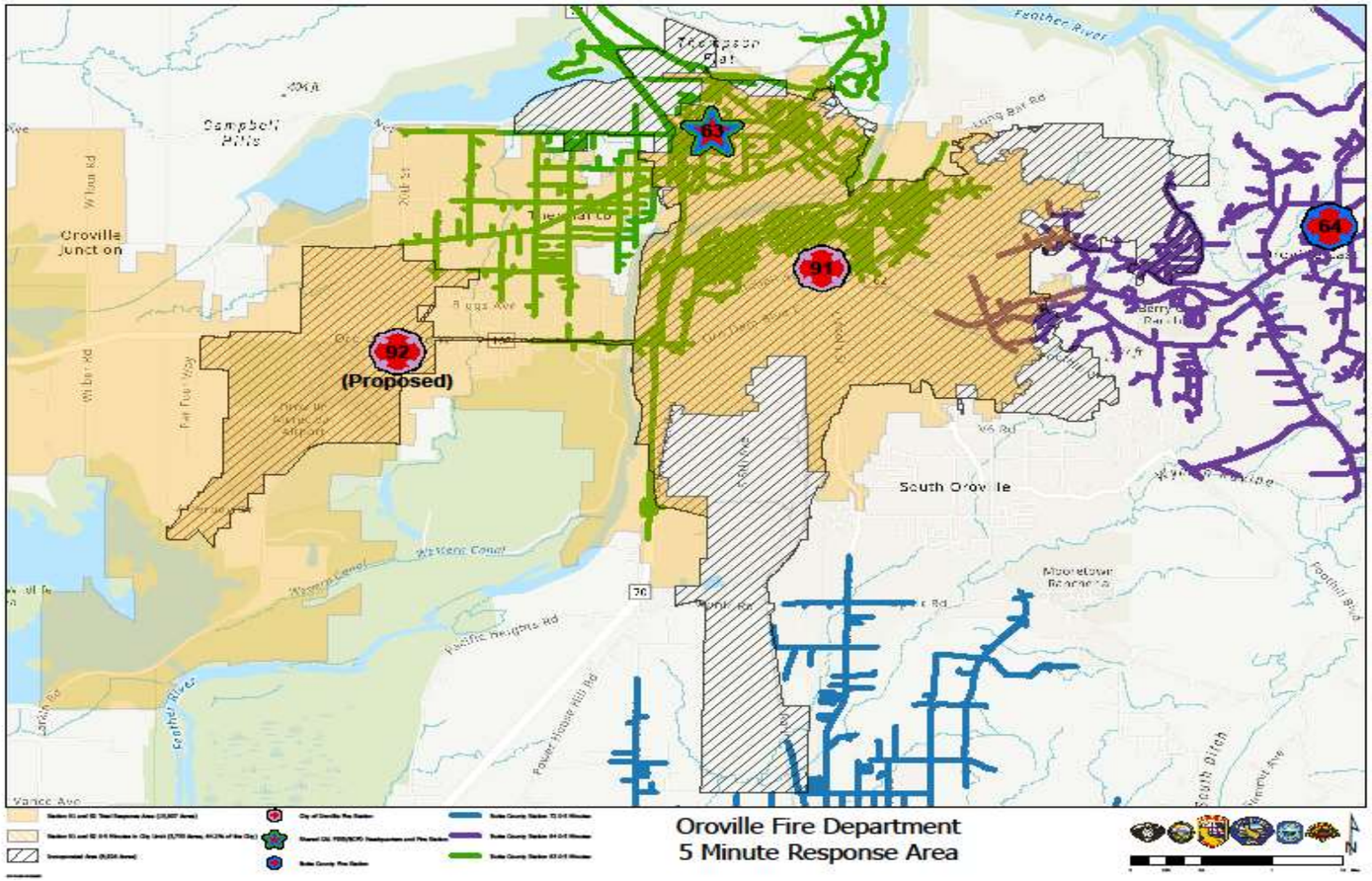
# Current Response

## 5 Minutes



# Reduce Response Times

## Second Station (5 Minutes)



# Current Fire Protection

- 45% of the city acreage is covered by one fire station with CALFIRE station 63
  - This number will decline as you annex
- Adding Fire Station 92 increases overall city response times to 65% (20% more coverage within current city boundaries)
- The goal is 90% according to the general plan which would be accomplished in the fire dept master plan.

# Benefits of Establishing a Second Public Safety Facility:

- Enhanced Service Coverage:
  - Direct services to the airport, industrial zones, and expanding residential areas.
  - Addresses the needs of Mello-Roos districts.
- Support for Economic Growth:
  - Facilitates industrial and commercial expansion.
  - Enhances support for airport growth
- Alignment with City Development Plans:
  - Supports the Fire Departments strategic growth initiative
  - Enables effective emergency response in the City's westward expansion areas.

# Looking Forward - Staffing

- Minimal initial staffing level for 24/7 Coverage:
- 3/0 Staffed Engine
  - 9 positions
    - Approximately $2.2M annually
  - Current revenue from existing CFD – approximately $1.1M in each account (Facility and Staffing)
  - Currently receiving approximately $100K annually in each account in total revenue
    - This is not enough funding to build or staff this facility.

# 2000 Challenger Avenue



# 2000 Challenger Avenue

- Currently City owned
- Built in 1996
- 10,700 square feet
- Located in western portion of the City limits
- Past building tenants
  - BNTIF
  - PAR Electrical

# 2000 Challenger Avenue



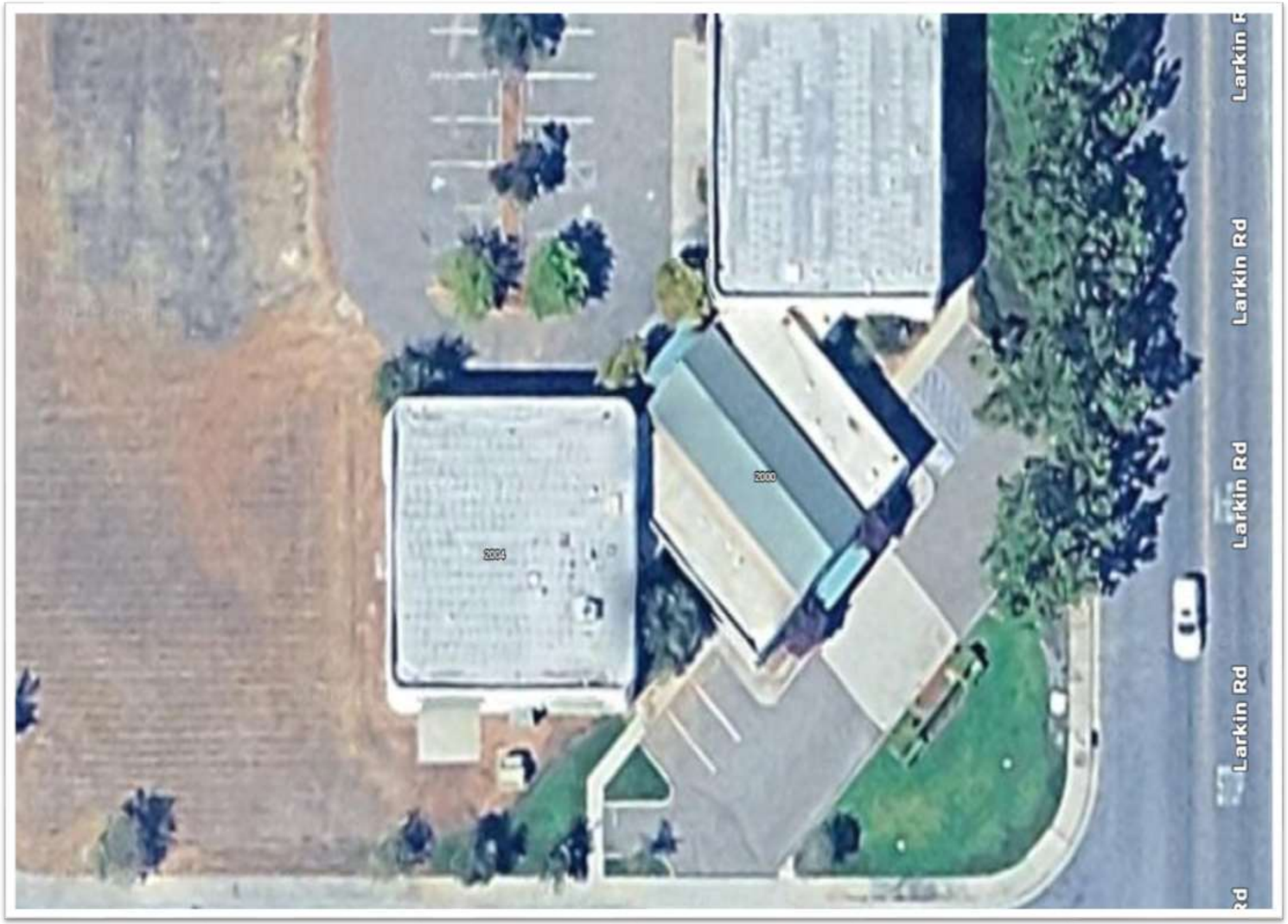
# 2000 Challenger Avenue



# 2000 Challenger Avenue



# 2000 Challenger Avenue



# 2000 Challenger Avenue



# 2000 Challenger Avenue

- Requires interior remodel, pavement upgrade, connection to streets
- Has room to accommodate Law Enforcement personnel for City sub-station
- Bays will accommodate the storage of fire department staffed and reserve equipment
- Interior has been changed over the years to meet the needs of past tenants
  - Add kitchen and dinning area
  - Add barracks for current and future personnel

# Renovation Estimated Costs

- Design - $250k (includes Geotech)
- Sitework - $500k (parking lot, street access)
- Structural - $200k (required to convert to a First Responders facility)
- Interior and Finishes - $700k (doors, fixtures, flooring, roofing)
- MEP (mechanical, electrical, plumbing) - $600K
- Anticipated Costs - $1.5M (construction management, designer construction support, material increases, Contingency)

# Fire Station Cost Example

The new station would be located at Fountaingrove Parkway and Stagecoach Road. Including its engine bay, it would be about 10,800 square feet — nearly twice the size of the former 5,500-square-foot station on Newgate Court.




*A rendering of the proposed Fire Station 5 at Fountaingrove Parkway and Stagecoach Road. The rendering is looking south across Stagecoach Road at the front of the proposed station's engine bay. (City of Santa Rosa)*

The decision to build bigger has fueled the price increase, as has a steep rise in labor and materials needed to build the fire station the city wants, according to officials. The evolving estimates of late included a sharp jump in price, from roughly $17.3 million as recently as December to the latest figure of $21 million.

# Direction to Staff

Alternative One: Direct staff to move forward with 2000 Challenger Avenue as the future Public Safety Facility #2 (Westside Public Safety Facility)

- Design and Engineering – 9-12 months – approximately $230K
  - Includes architectural and engineering
- Target application for Community Development Block Grant application in Fall 2026 for construction funding assistance
- Target construction Fall 2027
- Target construction completion Summer 2028
  - Funded with CFD and CDBG (likely requirement)

Staffing: long term challenge – will need funding plan

- Grant options, State partnership

# Direction to Staff

Alternative Two: Direct staff to look for other alternatives for future Public Safety Facility #2

- Will be significantly higher in cost

Alternative Three: Direct staff to do nothing at this time

# Thank You

Questions?

# CITY OF OROVILLE
# STAFF REPORT

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

**FROM:** **BRIAN RING, CITY ADMINISTRATOR**

**RE:** **LINCOLN AND MONTGOMERY STREET CITY LIGHT POLE REPLACEMENT UPDATE**

**DATE:** **NOVEMBER 4, 2025**

## SUMMARY

The City Council shall receive an update on the replacement of City owned light pole located at the corner of Lincoln and Montgomery Street, which was damaged due to a vehicle collision.

## DISCUSSION

A traffic collision occurred in which a private driver struck a City-owned light pole, also causing damage to adjacent private property. Following the incident, City staff initiated a claim with the driver's insurance provider to recover the City's costs related to the accident response, cleanup, and necessary repairs.

Initially, the insurance company proposed reimbursement to the City in the amount of approximately $6,500. The City's estimated total costs associated with this incident (accident response, repair and restoration) are approximately $29,000. City staff met with the insurance provider to review the claim details and ensure all relevant information and documentation were considered.

Following this meeting, the insurance company issued a revised determination, authorizing payment of $20,430 to offset the City's costs. Due to the driver's policy limit, the City and affected property owners will not be able to recover the full cost of repairs.

Attached is the analysis done by Engineer staff regarding the replacement of the light pole and its foundation.

## FISCAL IMPACT

None.

## ACTION REQUESTED -

**ACCEPT FOR INFORMATION.**

## ATTACHMENTS

Technical replacement assessment performed by City Engineer.

# City of Oroville – Public Works Department
# Technical Memorandum

Date: 9/16/2025

To: City Administrator / Risk Management / City Council (as applicable)

From: Alyssa Stutz, Public Works Director

Subject: Replacement of Streetlight Foundation and Pole – Vehicle Collision

## Background

Several weeks ago, a vehicle collided with a privately owned building, 1790 Montgomery St., adjacent to City Hall, also striking a City-owned streetlight. Initial discussions considered whether to reuse the existing streetlight foundation. The measured bolt spacing is non-standard, and the condition of the foundation—including visible cracking and spalling—suggests potential structural compromise beyond superficial damage. Given these observations, reuse of the existing foundation or anchor bolts is not recommended. Removal and replacement remain the most prudent course of action.

## Technical Findings

• Anchor Bolt Condition: Rusted, bent/yielded anchor bolts should not be reused. Once anchor steel yields, it loses original capacity, may contain micro-fractures, and cannot be restored to specification by bending back into place. The electricians had to attempt to straighten out the rusted bolts just to try to get the nuts off them. Significant torque was required to remove the damaged anchor nuts, necessitating the use of an extended wrench handle (cheater bar).

• Foundation Integrity: There is no reliable non-destructive method to confirm whether the concrete footing itself is cracked (cracking shows in the photo below) or whether bond around the anchor bolts has been compromised. Impact forces of this magnitude raise a strong likelihood of hidden damage.



• Standardization: The existing pole design predates current standards. Custom fabrication of a non-standard base plate would create a one-off installation, complicating future replacement and potentially exposing the City to liability.

## Alternatives Considered

1. Reuse Existing Foundation with Custom Base Plate

- Pros: Less surface disruption.

- Cons: Requires custom fabrication, does not restore anchor capacity, introduces future maintenance and liability risks.

2. Install New Foundation and Pole (Recommended)

- Pros: Restores structural integrity, uses current standard details, allows standard pole replacement in future, defensible in insurance claim.

- Cons: Higher upfront cost, requires excavation, demolition, and surface restoration.

## Recommended Course of Action

The Public Works Department recommends removal of the existing foundation and installation of a new streetlight foundation and pole. The work shall conform or exceed the design of the City's standard details. The scope will include:

1. Site Preparation and Safety
   - Work will be completed after Salmon Festival to avoid any construction conflicts.
   - An A-frame barricade will be placed over the existing electrical box until permanent work is complete to prevent trip hazards and ensure the isolated circuit remains protected.

2. Foundation Removal
- Sawcut and remove decorative surface materials (brick/pavers) for salvage and reinstallation.
- Demolish and remove portion of existing concrete footing, anchor bolts, and base for installation of Christy box.

3. New Foundation Installation
- Excavate to required depth and dimensions.
- Install reinforcing steel cage and new anchor bolt template per standard plan.
- Place and finish structural concrete; maintain alignment and elevation of anchor template.
- Cure concrete in accordance with specifications.

4. Pole Installation and Electrical Reconnection
- Install new streetlight pole
- Torque anchors per specification and grout base as required.
- Reconnect electrical conduit and wiring; perform insulation resistance/meggar test.
- Conduct night-time operational test.

5. Surface Restoration
- Replace decorative brick/pavers or concrete sidewalk to pre-construction condition.
- Ensure ADA compliance and uniform surface finish.

6. Documentation
- Photo documentation before, during, and after work.
- Material tickets, invoices, and labor/equipment logs to support insurance claim.
- Update City asset records to reflect new installation date and specifications.

## Conclusion

Because the existing foundation and anchor bolts were compromised by the collision, reusing the foundation is not recommended. The City should proceed with a complete replacement of the foundation and streetlight pole. This approach ensures public safety, aligns with industry standards, simplifies future maintenance, and is fully supportable for insurance recovery.

Prepared by:

Alyssa Stutz

Public Works Director

City of Oroville

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN & COUNCIL MEMBERS**

**FROM:** **KAYLA REASTER, ASST. CITY CLERK**

**RE:** **CONSIDERATION AND ADOPTION OF 2026 MASTER MEETING CALENDAR**

**DATE:** **NOVEMBER 4, 2025**

## SUMMARY

The City Council shall consider the drafted 2026 Master Meeting Calendar for adoption.

## DISCUSSION

Each year, the City Council adopts a Master Meeting Calendar to provide a consistent schedule of City Council and City Commission meetings for the upcoming year. The calendar serves as an essential planning tool for Council, staff, and the public by identifying regular meeting dates, holidays, and any proposed adjustments to the standard meeting schedule.

The proposed 2026 Master Meeting Calendar reflects:

- Regular City Council meetings held on the first and third Tuesdays of each month at 4:30 p.m., unless otherwise noted.
- Adjustments for holidays or known scheduling conflicts.
- Inclusion of scheduled meetings for the Planning Commission, Parks Commission, Arts Commission, and other City bodies, as applicable.

## FISCAL IMPACT

No fiscal impact.

## ACTION REQUESTED -

**ADOPT THE 2026 MASTER MEETING CALENDAR.**

## ATTACHMENTS

Drafted 2026 Master Meeting Calendar

# CITY OF OROVILLE MEETING SCHEDULE 2026

## January

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## August

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## December

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**City Council Meeting (1st & 3rd Tuesday Monthly)**

**Planning Commission Meeting (4th Thursday Monthly)**

**Citizen's Oversight Committee (Measure U) (Quarterly)**

**Housing Loan Advisory Committee (2nd Thursday Monthly)**

**Supplemental Benefits Fund Committee Meeting (Quarterly)**

**Holiday**

**& Arts/Parks Commission Meeting (2nd Tuesday Every Other Month - Arts 4:00PM; Parks 5:15PM)**

# CITY OF OROVILLE
# STAFF REPORT

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

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

**RE:** **PUBLIC HEARING TO DISCUSS THE 2025 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION**

**DATE:** **NOVEMBER 4, 2025**

## SUMMARY

The City Council shall conduct a public hearing to receive a presentation and provide direction to staff regarding the submittal of the 2025 Community Development Block Grant (CDBG) application.

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## DISCUSSION

The California Department of Housing and Community Development (Department) has released the 2025 Notice of this Funding Availability (NOFA) for approximately $27 million in federal funds for the Community Development Block Grant (CDBG) program. Under this NOFA, non-entitlement communities will be allowed to apply for a maximum of $3,600,000 for up to three (3) activities. The objectives of the CDBG program are to develop viable communities by the provisions of decent affordable housing, a suitable living environment, and to expand economic opportunities, principally for the benefit of Low-and Moderate- Income (LMI) persons, families, households, and neighborhoods. Eligible activities must meet one or more of the three national objectives listed in CDBG federal statutes as follows: benefit to low-income households or persons; elimination of slums and blight; or meeting urgent community development need (a need from a state or federally declared disaster).

The changes to this NOFA are outlined below.

1. A set-aside for the applicants who haven't been awarded CDBG funds in the past five (5) NOFA cycles (2020-2024) has been established.
2. All applications will be eligible under a Competitive Application process with certain submissions competing under defined set-asides. There are NO over the counter (OTC) applications.
3. The allowable activities are 1. Public Service and Planning, 2. Programs that include Housing programs and Economic Development Programs, 3. Projects that include Public Facilities, Infrastructure Projects, and Housing Projects.

4. All applications must meet the 50 Percent, Rule.
5. The scoring system has been updated.

Total funding per jurisdiction is capped at $3.6M. Funding maximums per category are $300,00 for Public Service, $300,000 for Planning, $3.3M for Projects and $1.5M for Programs.

| |
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| Planning and Technical Assistance ($300,000) Study or plan. The product must show a connection to assisting with an eligible CDBG activity that, if implemented, meets a National Objective. Completed planning documents are submitted to the State at the time of completion. Examples include studies, analysis, data gathering, preparation of plans, and identification of action that will implements the plan, NEPA and environmental plans. |
| Public Services ($300,000) Examples include childcare, health care, recreation programs, fair housing counseling, drug and alcohol abuse counseling and testing, homeless services, food bank, senior services, domestic violence services, neighborhood cleanup services, youth programs and nutrition services benefitting low-and moderate-income persons. |
| Programs ($1.5M) Examples include:<br><br>Homeownership Assistance Programs: *Mortgage Assistance* for downpayment or closing costs, *Housing Rehabilitation* program for Single Family Homes: includes repairs and improvements of owner-occupied units. *Energy Efficiency Improvements* and *Housing Counseling*.<br><br>Business Assistance or Microenterprise Assistance: *Business Assistance Loans* to include financing of working capital, furniture, equipment, and property repairs/improvements. *Microenterprise Assistance* includes business training, financing of working capital, furniture, equipment, and property repairs/improvements.<br><br>Code Enforcement: |
| Projects ($3.3M) Examples Include:<br>*Public Infrastructure Improvements* provide funding for construction, project implementation, design, federal compliance and overlay requirements, environmental and other soft costs related to the project. Project may include water, sewer, storm drains, sidewalks, roadways, wells, water storage tanks and other public infrastructure systems.<br>*Public Facility Improvements* includes funding for project equipment, construction of community/senior centers, homeless facilities, parks and recreation facilities, fire stations, fire equipment, health facilities and other public facilities that meet the national objective of the program. |

**FISCAL IMPACT**

There is no impact to the General Fund.

**ACTION REQUESTED -**

**AUTHORIZE THE SUBMISSION OF ONE (1) PUBLIC SERVICE APPLICATION IN THE AMOUNT OF $300,000 FOR NEIGHBORHOOD CLEANUP ACTIVITIES, ONE (1) HOUSING PROGRAM APPLICATION FOR SINGLE FAMILY (1-4 UNITS) HOUSING REHABILITATION FOR $500,000, AND ONE (1) PUBLIC INFRASTRUCTURE PROJECT FOR STORM DRAIN IMPROVEMENTS FOR $2,564,486, WITH THE REMAINING FUNDS IDENTIFIED FOR GENERAL ADMINISTRATION IN THE AMOUNT OF $235,514; OR**

**PROVIDE OTHER DIRECTION TO STAFF.**

**ATTACHMENTS**

Presentation

# 2025

# Community Development Block Grant Notice of Funding Availability (NOFA)

*Presented by: Amy Bergstrand*
*Director, Business Assistance/Housing*

# Background

- The City of Oroville is a non-entitlement jurisdiction that does not receive an annual federal formula allocation from the U.S. Department of Housing and Urban Development (HUD). The City of Oroville applies competitively for grant funding, as needed.
- The California Department of Housing and Community Development makes grants available to the local non-entitlement jurisdiction.

# Background

- The purpose of the CDBG Program is to provide decent housing, a suitable living environment, and to expand economic opportunities, primarily for low-and moderate-income persons (individuals, families, households).
- CDBG Objectives:
  - Benefit low-and moderate-income (LMI) persons
  - Aid in the prevention and/or elimination of slums and blight.
  - Meet a need having particular urgency (to alleviate emergency conditions)

# Estimated Timeline

| | |
|---|---|
| CDBG NOFA Release: | September 30, 2025 |
| Submission Portal Opening: | December 1, 2025 |
| Application Deadline: | January 30,2025 |
| Award Letters Signed: | July 2026 |
| Standard Agreement Execution: | On a rolling basis starting August 2026 |
| Expenditure Deadline: | 2 years, 9 months Standard Agreement execution by the Department. |

# State Income Limits

CDBG Definitions of Low and Moderate Income:

- Low Income <50% of Area Median Income (AMI)
- Moderate Income < 80% of AMI
- 2025 AMI of family of 4: $96,600

2025 Income Limits for Butte County (updated annually around May)

- Low Income <50% AMI: $46,950
- Moderate Income <80% AMI: $75,100

(US Department of Housing and Urban Development, 2025)

# Changes to this NOFA

1. A set-aside for the applicants who haven't been awarded CDBG funds in the past five (5) NOFA cycles (2020-2024) has been established.
2. All applicants will be eligible under a competitive application process with certain submission competing under defined set-Asides. There are NO over-the–counter (OTC) applications.
3. The allowable activities are 1. Public Services and Planning, 2. Programs that include Housing, Economic Development and Code Enforcement, and 3. Projects that include Public Infrastructure, Public Facilities and Housing projects.
4. The scoring system has been upgraded.

# Funding Allocations (approx. $27M)

| Funding Category Allocation | Percentage | Estimated Dollar Amount |
|---|---|---|
| Local Administration | 7% | $2,000,000.00 |
| Public Service | <15% | $4,400,000.00 |
| Planning | <10% | $2,900,000.00 |
| Programs and Projects | 34% | $9,250,000.00 |
| Set-aside for applicants w/o previous awards (2020-2024) | <25% Up to 4 awards | $6,750,000.00 |
| Colonias Set-aside | Set-aside of 5% | $1,480,000.00 |
| Non-Federally Recognized Tribe Set-aside | Set-aside of 1.25% | $371,000.00 |

# Funding Allocation

Each Jurisdiction can apply for up to $3.6M

- Public Service or Planning $300,000 Maximum
- Programs $1.5M Maximum
- Projects $3.3M Maximum

# Funding Allocation

Eligible Categories:

- 1 Project+1 Program+ 1 Public Service or Planning, **or**
- 1 Project +2 Public Service or Planning, **or**
- 1 Program + 2 Public Service or Planning.

# Application Requirements

- Housing Element Compliance.
- Americans with Disabilities Act and Physical Accessibility Requirements apply
- Construction Standards/Requirements of the State of California and locally adopted codes and ordinances. Housing construction codes for building in California follow federal and state laws, regulations and adaptions for construction of single family and multi-family units.
- Milestones-All CDBG funded activities must be implemented in a timely manner as outlined in the Standard Agreement.
- Most recent single audit must be submitted with the application.
- Site Control
- NEPA Review
- Public Facilities are subject to a five-year no change in use restriction. Restriction is recorded against the property.
- Projects must be “shovel ready”

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# Project Examples

Projects in support of Housing

- Multi-family Housing Rehabilitation.
- Acquisition of Real Property for Mult-family Housing Projects.
- Public Improvements in Support of Housing
  - New streets
  - New curb, gutters, sidewalks
  - New Sewer/laterals

General Projects

- Public Improvements (other than in support of housing or economic development)
- Public Facilities (Fire Station, Homeless Centers, Senior Center etc.)
- Public Infrastructure (sewer, storm drains, sidewalk improvements, street improvements, acquisition of property)

# Project Examples- Continued

Economic Development Projects

- Commercial/Industrial Building Acquisition, construction, rehabilitation or other improvements
- Public Infrastructure in Support of for-profit Business

# Program Examples

- Single Family Rehabilitation and/or Energy Efficiency (loans)
- Homebuyer Assistance (loans)
- Homebuyer Counseling
- Code Enforcement (must correlate code violation that requires remediation through Housing Rehabilitation)
- Business Assistance (loans)
- Microenterprise Assistance (for low-and moderate-income business owners that employ fewer than 5, small amount of capital)

# Public Service Examples

- Senior Services
- Youth Services
- Employment Training
- Services for victims of Domestic Violence
- Neighborhood Cleanup
- Food Banks
- Transportation Services

# Planning Examples

- Comprehensive Plans.
- Community Development Plans.
- Functional Plans ( Housing Consolidated plan, Land Use and Urban Environmental Design, Economic Development, Open Space and Recreation, Energy Use and Conservation, Transportation, Utilities).
- Other Plans and Studies (small area and neighborhood plans, Capital Improvement Programs, Individual Project Plan, Development of Codes, Ordinances and Regulations.
- Activity Related Planning Projects that include engineering, architectural and design costs ( bid ready plans and specs).

# Leadership Recommendation

| Activity Description | Amount | Matrix Code |
|---|---|---|
| General Administration (7%) | $235,514.00 | 21A |
| Public Infrastructure-Storm Drain Improvements | $2,564,486.00 | 03K |
| Public Service-Neighborhood Cleanup | $300,000.00 | 05V |
| Housing Program-Single Family (1-4) Housing Rehabilitation | $500,000.00 | 14A |
| Total | $3,600,000.00 | |

# Next Steps

- Approve Leadership Recommendation, **or**
- Provide Alternate Direction to Staff.
- Staff will return to Council with a resolution November 18 to approve the application submittal

# Thank You

For Your Consideration

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN & COUNCIL MEMBERS**

**FROM:** **CHRIS TENNS, FIRE CHIEF**

**RE:** **PROPOSED ORDINANCE UPDATE TO CHAPTER 13.08 WASTE AND BURNING REGULATIONS**

**DATE:** **NOVEMBER 4, 2025**

## SUMMARY

The City Council shall consider amendments to Chapter 13.08 of the Oroville Municipal Code to address outdated provisions and improve the ordinance's clarity and enforceability. The proposed updates aim to better align with current practices, public safety priorities, and environmental regulations.

## DISCUSSION

The City Council shall consider amendments to Chapter 13.08 of the Oroville Municipal Code to address outdated provisions and improve the ordinance's clarity and enforceability.

One of the primary updates to the ordinance is the alignment of burn hours with Butte County and other local agencies. This change promotes consistency across jurisdictions and allows the Fire Chief to modify or suspend burning activities based on weather conditions, fire danger, or air quality concerns. Burn permits will be valid for one year from the date of purchase, and the ordinance would clearly state that permits may be revoked or suspended at any time in the interest of public safety.

Additional updates include more detailed safety requirements, such as mandatory supervision during burning, increased maximum pile sizes and clarification of prohibited materials. The ordinance also strengthens enforcement measures by authorizing administrative citations, permit revocation, cost recovery, and misdemeanor penalties for violations.

## FISCAL IMPACT

NONE

## ACTION(S) REQUESTED -

1) **WAIVE THE FIRST READING OF THE ORDINANCE AND INTRODUCE ORDINANCE BY TITLE "AN ORDINANCE UPDATING AND AMENDING LANGUAGE TO CHAPTER 13.8 WASTE AND BURNING REGULATIONS" AND DIRECT STAFF TO BRING BACK AT THE NOVEMBER 18TH, 2025 CITY COUNCIL MEETING FOR ADOPTION; OR**
2) **PROVIDE DIRECTION TO STAFF.**

## ATTACHMENTS

**Proposed Ordinance With Updates**

# Title 13. Public Services

## Chapter 13.08. ~~MUNICIPAL SOLID WASTE, RECYCLABLE MATERIALS AND COMPOST COLLECTION AND DISPOSAL~~ Waste and Burning Regulations

## Article 1. ~~In General~~ Open (Dooryard) Burning

### § 13.08.090. ~~Burning of MSW, recyclable material or organic waste.~~ Purpose and Scope

A. ~~Generally. No person shall burn or bury any MSW, recyclable material, or organic waste within the city except those combustibles may be disposed of by burning inside buildings in stoves for that purpose to the extent permitted under laws of the state, and except that MSW, recyclable material, and organic waste may be disposed of by burning to the extent hereafter provided~~. This article establishes regulations governing open (dooryard) burning with the City of Oroville to protect public safety, air quality, and environmental health. These regulations align with applicable fire safety and air quality standards.

B. Definitions:

1. Open or Dooryard Trash Burning Defined (Nonagricultural). Open burning or dooryard burning is the burning of growth materials or non-soiled paper from the property owned or controlled by the permittee. This does not include lot clearing, agricultural crop waste or commercial properties. Valid for one-and two-family dwelling properties.

2. Agricultural Burning Defined. "Agricultural burning" shall be defined in the Butte County air pollution control district agricultural and land clearing laws and shall include orchard debris, field crops and all other agricultural waste and land clearing~~.~~

C. Authority: The Chief of the Oroville Fire Department or their designee has the following:

1. Authority to Modify or Revoke. The Fire chief may alter burn hours, impose additional restrictions, or revoke permits at any time in the interest of public safety.

2. Final Authority. The Fire Chief's decisions regarding permits are final and not subject to appeal. Written notice shall be provided to permit holders when feasible.

D. Permit Requirements

1. Open or Dooryard Burning. A dooryard burn permit (OFD 12-6900) shall be obtained from the Oroville Fire Department, Oroville City Hall or online before igniting any open or dooryard fire. No person shall conduct opening burning without a valid Burn Permit issued by the City of Oroville.

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a. ~~The permit shall be valid for one calendar year~~. Burn Permits are valid for one year from the date of issuance unless revoked or suspended.

b. ~~Permits issued after October 31st of any year shall be valid for the entire calendar year unless otherwise specified~~. The Fire Chief and or designee retains sole discretion to issue, deny, or revoke permits at any time based on factors including, but not limited to, fire risk, air quality, weather conditions, or other relevant safety considerations.

c. An annual permit fee of the amount outlined in the master fee schedule is hereby established for all open burning and agricultural permits issued.

2. Agricultural Burning. ~~An agricultural or dooryard trash burn permit (OFD 12-6500) shall be issued by the fire department after the permittee has obtained an air pollution control board permit. The permit shall be valid for one calendar year. The burning site shall be inspected and approved by the Oroville Fire Department~~. Pursuant to City of Oroville regulations, a Fire Department burn permit (OFD 12-6500) shall not be required if the permittee holds a valid agricultural burn permit issued by the Butte County Air Quality Management District. However, all agricultural burns conducted within the city limits of Oroville shall be subject to inspection and approval by the Oroville Fire Department prior to the burn.

E. Open Burning/Dooryard Burning Requirements

1. ~~Burning hours are 6:00 a.m. to 11:00 a.m. All fires shall be completely extinguished prior to 11:00 a.m. The fire chief may eliminate the burning hours restrictions during non-fire season in order to be consistent with other local fire agencies. Effective dates:~~ Starting on May 1 of each year all burning is permitted between the hours of 6:00 AM and 11:00 AM (must be completed and fully extinguished by 11:00 AM). Burning will be temporarily suspended once the Fire Chief determines that all hazardous conditions have been abated or when local conditions are deemed too dangerous for burning.

2. Post Burn Suspension (Typically Fall and Winter): Burning is permitted from 8:45 a.m. until one (1) hour before sunset (unless further restricted by Fire Chief) on days when burning is allowed.

   T~~he Oroville fire department shall be notified prior to burning by telephone to (916) 532-0480 or (916) 532-0448 or such other telephone number as may be published by the Oroville Fire Department~~. No prior notification required. Permit holders are not required to notify the Oroville Fire Department prior to burning. However, the Permittee is required to present a copy of permit to any fire officer upon request.

3. Daily Burn Status check. Permit holders must confirm the daily burn status with the BCAQMD before igniting:

   Residential Burning: www.bcaqmd.org

   Agricultural burning: see BCAQMD agricultural guidance

   Permit inquires: Contact the Oroville Fire Department

4. ~~Permittee shall have a sufficient number of persons, including self, present at the time of burning to ensure complete safety~~. Permittee shall ensure that a sufficient number of individuals, including themselves, are present at the time of burning to maintain complete safety.

5. An individual 18 years of age or older must be in attendance and responsible for supervising the burn at all times.

6. Burn permits may only be issued to the legal property owner.

7. No burning shall be undertaken unless weather conditions (particularly wind) are such that they can reasonably be considered safe (wind velocity less than 5 mph during burning).

8. Maximum pile size~~: 4 foot~~ 6 foot diameter piles.

9. Area within 10 feet of the outer edge of pile is maintained free and clear of all flammable material and vegetation.

10. Have water supply at burning site capable of controlling the fire.

11. Residential burning by the use of an open, outdoor fire does not include any material from a business, industry, agriculture, or any other source other than applicant's residence.

12. This permit does not allow the burning of ~~MSW~~ household trash or garbage~~,~~ recyclable material, and organic waste, demolition or construction debris (two-by-fours, plywood, etc.); rubberized, asphalt or petroleum products, materials, impregnated with any form of oil, resin, asphalt or rubber cotton, hemp, wool products, clothing, mattresses and/or bedding.

13. Permittee required to present copy of permit to any fire officer upon request.

F. Burning Bans.

1. Burning bans may be implemented during periods of extreme fire danger due to high temperatures, low humidity or high winds or a combination of these factors.

2. All burning permits are automatically suspended during a declared burn ban.

3. When a burning ban is enacted, all local media will be notified for public advisory, however it remains the responsibility of each individual to determine prior to ignition whether or not a burning ban has been enacted.

G. Penalty for Violation. ~~Any person violating any of the provisions of this section shall be guilty of a misdemeanor.~~ Violations of this Ordinance may result in immediate extinguishment, permit revocations, administrative citation, correction notices, and cost recovery. Each day a violation continues shall constitute a separate and enforceable offense.

1. Enforcement

Any fire found to be in violation of this Article, or determined to present a hazard, may be ordered extinguished immediately by the responding officer.

2. Permit Revocation

Burn permits may be suspended or revoked by the Fire Chief or a designated enforcement officer.

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3. Administrative Citation

   Violations of this Chapter or any condition of a burn permit are subject to administration citation in accordance with the Oroville Municipal Code.

4. Correction Notices

   Violators may be issued with written notices requiring corrective action within a specified timeframe.

5. Cost Recovery

   The City may recover all costs associated with enforcement or emergency response from the responsible party.

6. Continuing Violations

   Each day that a violation continues shall be considered a separate offense, subject to additional enforcement actions.

(Ord. 1467 § 2; Ord. 1579 § 1; Ord. 1861 § 2, 2021)

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