OROVILLE CITY COUNCIL
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965
August 20, 2024
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following: No Closed Session items.

OPEN SESSION

1. Announcement from Closed Session
2. Pledge of Allegiance
3. 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 - 9** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

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

The Council will consider authorizing the transfer of City of Oroville enclosed cargo trailer #73 to the Hope Center/City Works Program.

ACTION REQUESTED – APPROVE RESOLUTION 9305 TO TRANSFER 2012 HAULMARK CARGO TRAILER TO THE #73.

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

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

ACTION REQUESTED - APPROVE RESOLUTION 9306 FOR SECOND AMENDMENT TO AGREEMENT #3386 WITH JENNIFER ARBUCKLE CONSULTING FOR GRANT MANAGEMENT AND SB 1383 COMPLIANCE AND AUTHORIZE THE MAYOR TO SIGN.

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

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

ACTION REQUESTED - ADOPT RESOLUTION 9294 APPROVING BUDGET ADJUSTMENT (REQUIRES 5/7 VOTE).

4. NELSON AVE GRIND & PAVE – BUDGET ADJUSTMENT

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

ACTION REQUESTED - APPROVE SUPPLEMENTAL BUDGET ADJUSTMENT OF $50,000.00 (INCREASE FROM PREVIOUSLY APPROVED $283,526.56 TO $333,526.56) FROM SB1 FUNDING AND AUTHORIZE PAYMENT TO KNIFE RIVER FOR ADDITIONAL GRIND AND PAVE (REQUIRES 5/7 VOTE).

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

The Council shall consider an agreement with J&C Investigations for background investigations for the Oroville Police Department.

ACTION REQUESTED - APPROVE RESOLUTION 9307 FOR AGREEMENT WITH J&C INVESTIGATIONS FOR BACKGROUND INVESTIGATION SERVICES AND AUTHORIZE MAYOR TO SIGN.

6. LETTER OF SUPPORT FOR LINCOLN STREET SENIOR APARTMENTS

The Council will consider a letter of support to the Richman Group for the proposed Lincoln Street Senior Apartments.

ACTION REQUESTED - APPROVE LETTER OF SUPPORT TO THE RICHMAN GROUP TO APPLY FOR CDBG DR-MHP, ROUND ONE FUNDS AND AUTHORIZE THE MAYOR TO SIGN.

7. LETTER OF SUPPORT FOR FOGG AVENUE APARTMENTS

The Council will consider a letter of support to the Housing Authority of the County of Butte (HACB) for the proposed Fogg Avenue Apartments.

ACTION REQUESTED - APPROVE LETTER OF SUPPORT TO THE HOUSING AUTHORITY OF THE COUNTY OF BUTTE APPLY FOR CDBG DR-MHP, ROUND ONE FUNDS AND AUTHORIZE THE MAYOR TO SIGN.

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

It is requested that the City Council purchase a table at the Oroville Economic Alliance Annual BBQ on Thursday, August 29 at Riffles Resort.

ACTION REQUESTED - PURCHASE A TABLE OF 8 FOR $540 DOLLARS.

9. APPROVAL OF THE 08.06.2024 CITY COUNCIL REGULAR MEETING MINUTES

The Council may consider approving the August 6, 2024 City Council Regular Meeting Minutes.

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

REGULAR BUSINESS

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

Staff will provide a high-level factual overview of the recent U.S. Supreme Court Decision in Grants Pass. Johnson, along with the State of California's Executive Order N-1-24. In addition, staff will provide a summary of the proactive efforts that have been implemented in the City to assist unhoused individuals in need.

ACTION REQUESTED - PROVIDE STAFF WITH DIRECTION OR ADDITIONAL IDEAS FOR MOVING FORWARD WITH PROGRAMS.

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

The Council will consider a change in the relationship between the City and Verizon Wireless with regard to the current Tower and Ground Lease Agreement. Consideration will include an amendment to the current lease agreement that would reduce current rent by 36%, or a new 40-year easement agreement that would provide for a one-time payment of $360,000.

ACTION REQUESTED – CONSIDER APPROVING AN AMENDMENT TO THE CURRENT VERIZON LEASE AND PROVIDE DIRECTION TO STAFF.

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

The Council will consider approving a $100,000.00 budget adjustment for mastic placement along Myers and Montgomery to prepare the road's surfaces for micro surfacing expected to occur this Fall. Funding would come from unspecified road improvements assigned in the FY 2024/25 budget.

ACTION REQUESTED - APPROVE $100,000.00 BUDGET ADJUSTMENT TO BE USED FOR ADDITIONAL MASTIC PLACEMENT, FOCUSING ON CRACKING AND POTHOLING ON MYERS AND MONTGOMERY STREETS (5/7 VOTE REQUIRED).

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

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

ACTION REQUESTED - APPROVE THE PURCHASE OF PARCEL OF PROPERTY AT 1859 EHMAN ST., OROVILLE, CA (ALSO KNOWN AS PARCEL 012-212-080—000) AND AUTHORIZE STAFF TO SIGN ALL APPLICABLE PAPERWORK.

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

The Council will consider authorizing the expenditure of funds previously authorized in the FY 2024 / 2025 budget for the purchase and installation of Emergency Equipment in (5) five new Police vehicles.

ACTIONS REQUESTED -

1. **AUTHORIZE THE PURCHASE OF THE EMERGENCY VEHICLE EQUIPMENT AND INSTALLATION OF THE EMERGENCY EQUIPMENT BY SUTTER BUTTES COMMUNICATION FOR A TOTAL PRICE OF $116,000.15.**
2. **AUTHORIZE THE REALLOCATION OF PREVIOUSLY ALLOCATED FUNDING FOR ONE TRANSIT VAN TO BE UTILIZED FOR THE PURPOSE OF FUNDING EMERGENCY EQUIPMENT UPFITTING, AND PURCHASE OF PRIOR YEAR VEHICLE CARGO BOX PURCHASE. ($27,348.75)**

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

The Council will consider a new contract with the Butte County District Attorney's Office to continue investigative services for specific child abuse cases.

ACTION REQUESTED - ADOPT RESOLUTION 9308 - APPROVING AGREEMENT WITH THE BUTTE COUNTY DISTRICT ATTORNEY'S OFFICE FOR INVESTIGATIVE SERVICES IN AN AMOUNT NOT TO EXCEED $400,000 AND AUTHORIZE THE MAYOR TO SIGN.

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

The Council may consider authorizing the execution of an agreement with the County of Butte for partial reimbursement for alley maintenance of service area 17 Zone 2 alleys.

ACTION REQUESTED - APPROVE RESOLUTION 9309 EXECUTING AN AGREEMENT WITH THE COUNTY OF BUTTE FOR PARTIAL REIMBURSEMENT FOR ALLEY MAINTENANCE OF SERVICE AREA 17 ZONE 2 ALLEYS AND AUTHORIZE THE MAYOR TO SIGN.

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

The Council will consider an amendment to the employment contract with Fred Mayo, Public Works Director that would advance Mr. Mayo from step F, $158,025 annual salary to Step G, $166,345 annual salary.

ACTION REQUESTED – ADOPT RESOLUTION 9310 AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND FRED MAYO –(AGREEMENT NO. XXXX)

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

The Council will consider an amendment to the employment contract with Patrick Piatt, Community Development Director, that would advance Mr. Piatt from Step D, $142,619 annual salary to Step E, $150,123 annual salary.

ACTION REQUESTED - ADOPT RESOLUTION 9311 AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND PATRICK PIATT – (AGREEMENT NO. XXXX).

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

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

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

ACTIONS REQUESTED -

1. **CONDUCT A PUBLIC HEARING ON THE PROPOSED REZONE AND GENERAL PLAN AMENDMENT.**
2. **RECOMMEND THAT THE CITY COUNCIL:**
   a. **ADOPT THE NOTICE OF EXEMPTION AS THE APPROPRIATE LEVEL OF ENVIRONMENTAL REVIEW FOR THE PROJECT.**
   b. **APPROVE GENERAL PLAN AMENDMENT GPA24-01**
   c. **APPROVE ZONE CHANGE ZC24-03**
3. **ADOPT RESOLUTION NO. P2024-10**

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.

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 September 3, 2024 at 4:00 p.m.

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

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

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

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

DATE: **AUGUST 20, 2024**

SUMMARY

The Council will consider authorizing the transfer of City of Oroville enclosed cargo trailer #73 to the Hope Center/City Works Program.

DISCUSSION

In December 2016 the City of Oroville entered into an agreement with the Hope Center creating the City Works program. The program is partially funded by the City of Oroville. The program has shown success by beautifying our city and helping City Works employees gain valuable job experience to better their lives, build confidence and take pride in work.

A large portion of City Works' efforts are devoted to landscaping jobs assigned by the Public Works Department. These jobs require the use of expensive landscaping equipment owned by the Hope Center. City Works is in much need of an enclosed trailer to secure this expensive landscaping equipment and tools. They currently have one open bed truck that is used to transport these tools to jobsites. When preoccupied with work tasks equipment is left unsecure and subject to theft.

The trailer is no longer used and would be put to good use by City Works to secure landscaping equipment (trimmers, chainsaws, pole saws, tools and other equipment). Public Works Director Fred Mayo and Public Works Manager Wade Atteberry both supported this idea.

When the transfer is complete, the Hope Center will take full ownership of this trailer. All future registration responsibilities and maintenance would be the responsibility of the Hope Center.

FISCAL IMPACT:

None.

RECOMMENDATION

Approve resolution to transfer 2012 Haulmark Cargo Trailer #73 to the Hope Center/City Works Program and authorize the Mayor to sign.

ATTACHMENTS

Photograph of City of Oroville's Enclosed Trailer #73; and
Resolution.


73
Transport
#73 STREET DEPT.
2012 HAULMARK CARGO TRAILER
VIN#16HCB1013CA041895
LIC#1356617

CITY OF OROVILLE
RESOLUTION NO. 9305

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZATION TO TRANSFER OF CITY OF OROVILLE 2012 HAULMARK CARGO TRAILER #73 TO THE HOPE CENTER/CITY WORKS PROGRAM.

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

a. The Council hereby authorizes the transfer of City of Oroville 2012 Haulmak Cargo Trailer #73 to the Hope Center/City Works Program.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on August 20, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster Acting City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH JENNIFER ARBUCKLE CONSULTING**

DATE: **AUGUST 20, 2024**

SUMMARY

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

DISCUSSION

Nearly all CalRecycle regulations are found in Title 14 and Title 27 of California Code of Regulations. Previously, there were four diversion programs in effect, however, a fifth program (SB 1383) came into effect January 1, 2022. Additionally, the City has also adopted Ordinance 13.08 to meet the necessary regulations mandated by SB 1383.

In October 2021, the Council entered into an agreement with Jennifer Arbuckle Consulting, a qualified professional consultant to provide grant management and implementation of SB 1383. This agreement was extended in September of 2022 for the 2022/23 and 2023/24 fiscal years. Additional services include stakeholder engagement, sustainable development, education, and marketing as well as support and guidance to allow for a smooth transition to the new Recycling Coordinator at the City. The Agreement included services at $95 per hour for up to 100 hours per month. Funding in the budget was allocated for the fiscal years 2021/22 and 2022/23 and 2023/24.

The Consultant will continue to provide services under the Agreement, including training, until the City's Recycling Coordinator is able to take over the tasks required. Ms. Arbuckle proposes to continue to work up to 20 hours per week at $125 per hour to train the newly hired Recycling Coordinator, continue research, meet deadlines, manage SB1383 city requirements and the necessary reporting, for compliance. Accordingly, Staff requests an amendment to this agreement not to exceed $130,000.00 for FY 2024/25.

FISCAL IMPACT:

Funding included in the 2024/2025 budget.

RECOMMENDATION

Approve resolution for Second Amendment to Agreement #3386 with Jennifer Arbuckle Consulting for grant management and SB 1383 Compliance and authorize the Mayor to sign.

ATTACHMENTS

First Amendment to Agreement #3386;

Agreement # 3386;

Second Amendment to Agreement #3386; and

Resolution.

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF OROVILLE AND ARBUCKLE CONSULTING

(Agreement No. 3386)

This First Amendment ("First Amendment") dated August 15, 2023, is to Agreement No. 3386 ("Agreement") between the City of Oroville and Jennifer Arbuckle Consulting. In consideration of the terms and conditions herein, the City of Oroville and Jennifer Arbuckle Consulting agree that Agreement shall be amended as follows:

1. Paragraph 5 shall be replaced with the following language: "TERM. The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting full execution of the Agreement by both parties ("Effective Date"), and ends on June 30, 2024, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).
2. Exhibit B, Paragraph 1 shall be replaced with the following language: AUTHORIZED HOURLY RATES. Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 2.1 of the Agreement. Specific personnel shall be identified in task orders.
   Jennifer Arbuckle Consulting: $95 per hour (not to exceed 100 hours per month) for fiscal year 2023-2024.
3. Conflicts between the Agreement and this Amendment shall be controlled by this Amendment. All other provisions within the Agreement shall remain in full force and effect.

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

CITY OF OROVILLE

By: _____
David Pittman, Mayor

ARBUCKLE CONSULTING

By: _____

APPROVED AS TO FORM:

By: _____
Scott Huber, City Attorney

ATTEST:

By: _____
City Clerk

A-3386-1

SERVICES AGREEMENT (PROFESSIONAL CONSULTING SERVICES)
Grant management and SB 1383 Compliance
City Agreement No. *3386*

This Services Agreement (Professional Services) for Grant management and SB 1383 Compliance ("**Agreement**") by and between the City of Oroville, a California charter city ("**City**"), and **JENNIFER ARBUCKLE CONSULTING** ("**Consultant**"), is effective on the Effective Date identified on the signature page.

RECITALS

A. The City desires to obtain the Services more particularly described in this Agreement and Exhibit "A," and generally including Grant management and SB 1383 Compliance.

B. On September 20, 2021 the Consultant submitted a proposal demonstrating the Consultant's qualifications and experiences to provide such Services.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant, acting in its capacity as an consultant, will perform the Services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference ("**Services**"), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City's authorized representative, the City Administrator ("**City's Authorized Representative**").

1.2. Standard of Care. In performing the Services, Consultant will meet or exceed the applicable standard of care for and exercise the degree of skill and diligence ordinarily used by reputable professionals within the State of California who provide the same or similar type of professional Services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or

reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the dates and within any timeframes set forth in task orders issued by the City and accepted by the Consultant. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.6. Errors and Omissions. Consultant is solely responsible for costs arising from its errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.

1.7. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed under task orders accepted by Consultant and in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed the amount specified in task orders without prior written authorization from the City. If the City authorizes Consultant to perform Services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional Services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum,

the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts. Separate invoices shall be submitted for individual task orders.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns **Jennifer arbuckle,** to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY: Dawn Nevers, Asst. Community Development Director
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
dnevers@cityoforoville.org

TO CONSULTANT: Jennifer Arbuckle
Jennifer Arbuckle Consulting
817 Alan Lane
Chico, CA 95926
Jarbuckleconsulting@gmail.com

5. TERM. The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting full execution of the Agreement by both parties ("**Effective Date**"), and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or

termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. CITY'S RIGHT TO TERMINATE. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.1.1. Name and contact information of any witness;

9.1.2. Name and address of the injured or deceased person(s); and
9.1.3. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. To the extent that Services are "design professional Services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. INSURANCE. Without limiting Consultant's indemnification obligations in section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

11.1. General Liability Policy. Comprehensive or Commercial General Liability Insurance ("**CGL**") at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of $1,000,000 per occurrence. If the Services involve explosive, underground or collapse risks, XCU will be included. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.2. Automobile Liability Policy. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than $1,000,000 per accident, combined single limit.

11.3. Workers' Compensation. Workers' Compensation insurance meeting statutory limits of the Labor Code. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.

11.4. Professional Liability. Professional liability insurance insuring against Consultant's errors and omissions in performing the Services, with a policy limit of at least $1,000,000. The professional liability insurance will include prior acts coverage sufficient

to cover all Services provided by Consultant, and which will remain in effect for four years following expiration or termination of this Agreement.

11.5. Endorsements. The CGL and automotive liability policies will contain or be endorsed with the following provisions:

11.5.1. The City, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.5.2. The Consultant's insurance is primary and no insurance held by the City will be called upon to contribute to a loss. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

11.6. All Policies.

11.6.1. For all insurance policies required under this Agreement, prior to the City's execution of this Agreement, Consultant will furnish the City with certificates and original endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.6.2. Any deductible or self-insured retention of $100,000 or more will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

11.6.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

12. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant

knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Oroville business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Butte.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements,

and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

#####

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF OROVILLE,
a California charter city,

By:_____
Chuck Reynolds, Mayor

CONSULTANT:
JENNIFER ARBUCKLE CONSULTING,

By:_____
Jennifer Arbuckle

ATTEST:

By:_____
Jackie Glover, City Clerk

Date:_____ ("**Effective Date**")

APPROVED AS TO FORM:

_____

Scott Huber, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

1) SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

2) SCHEDULE OF PERFORMANCE.

a) REQUESTS FOR SERVICES. Upon request by City, Consultant will provide the Services described above, beginning and ending on dates as provided in the individual tasks orders. The Services will be provided for a variety of individual matters, as required by the City. Upon request by the City's Authorized Representative for Consultant to perform Services for a particular matter, Consultant will provide a written estimate of the time within which Services for the matter will be completed, and the estimated cost for providing the requested Services. Following written authorization from the City's Authorized Representative, Consultant will perform and complete the Services as specified in the written authorization. Consultant is not entitled to payment for any Services performed without a written authorization, or for Services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form.

3) PREVAILING WAGE COMPLIANCE. If this Agreement includes work performed during the "design and preconstruction phases of construction" (including inspection or field surveying Services), as defined by "Prevailing Wage Laws" (as set forth in the California Labor Code, including section 1720 et seq.), the City hereby determines that those Services are "public works," and this Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, and all related regulations, including requirements pertaining to wages, working hours, and workers' compensation insurance, and the following provisions. Subconsultants performing "public works" under this Agreement are subject to all of the requirements of this Section.

4) PREVAILING WAGES. Consultant must comply with the prevailing wage requirements applicable in Butte County for each craft, classification, or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, and apprenticeship. The prevailing wage rates are on file with the City Engineer's office and are also available online at http://www.dir.ca.gov/DLSR. Pursuant to Labor Code section 1775, Consultant will forfeit to City as a penalty up to $200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each such worker the difference between the applicable prevailing wage rate and the amount actual paid to the worker.

5) WORKING HOURS. Pursuant to Labor Code section 1810, eight hours of labor constitutes a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty, the sum of $25 for each day during which a worker employed by Consultant is required or permitted to work more than eight hours during any one

calendar day, or more than 40 hours per calendar week, unless such worker is paid overtime wages pursuant to Labor Code section 1815. All Services must be performed during City's regular business days and hours, except as otherwise specified in this Agreement or subject to City's prior written authorization.

6) PAYROLL RECORDS. Consultant must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and any implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant must certify under penalty of perjury that the information in the payroll is true and correct and complies with the requirements of Labor Code sections 1771, 1861, and 1815. Consultant must electronically submit certified payroll records as required by Labor Code section 1771.4(a).

7) APPRENTICES. If the total compensation payable under this Agreement is $30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.

8) COMPLIANCE. The Agreement is subject to compliance monitoring and enforcement by the DIR. Pursuant to Labor Code section 1725.5, Consultant must be registered with the DIR to perform public works projects, subject to any applicable exceptions, if any. Consultant must post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4. Pursuant to Labor Code section 1861, by executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Labor Code 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing performance of the work on this contract."

EXHIBIT "B" COMPENSATION RATES AND CHARGES

1. AUTHORIZED HOURLY RATES:

Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 2.1 of the Agreement. Specific personnel shall be identified in task orders.

Jennifer Arbuckle Consulting

Hourly Rate: $95.00 per hour (not to exceed 100 hours per week)

2. AUTHORIZED EXPENSES AND RATES:

Notwithstanding the requirements of Section 2.2 of the Agreement, the Consultant is not required to identify hourly rates for Services performed under this Agreement. Rather, the Consultant will submit invoices to the City based on completion of the "Performance Tasks" identified in task orders, for which, upon approval of completion by the City's Authorized Representative, the City will pay the Consultant within 30 days after approval of each invoice the corresponding lump sum payment, as set forth in task orders subject to the not-to-exceed limit in Section 2.1 of the Agreement:

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF OROVILLE AND ARBUCKLE CONSULTING (Agreement No. 3386)

This Second Amendment ("Amendment") dated August 20, 2024, is to Agreement No. 3386 ("Agreement") between the City of Oroville and Jennifer Arbuckle Consulting. In consideration of the terms and conditions herein, the City of Oroville and Jennifer Arbuckle Consulting agree that Agreement shall be amended as follows:

1. Paragraph 5 shall be replaced with the following language: "TERM. The term of this Agreement shall begin on the date it is signed by the Clerk, below, attesting full execution of the Agreement by both parties ("Effective Date"), and ends on June 30, 2025, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes) and Section 14 (General Provisions).

2. Exhibit B, Paragraph 1 shall be replaced with the following language: AUTHORIZED HOURLY RATES. Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 2.1 of the Agreement. Specific personnel shall be identified in task orders. Jennifer Arbuckle Consulting: $125 per hour (not to exceed 20 hours per week) and not to exceed $130,00 for fiscal year 2024-2025.

3. Conflicts between the Agreement and this Amendment shall be controlled by this Amendment. All other provisions within the Agreement shall remain in full force and effect.

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

CITY OF OROVILLE

By: _____
David Pittman, Mayor

ARBUCKLE CONSULTING

By: _____
Jennifer Arbuckle

APPROVED AS TO FORM:

By: _____
Scott Huber, City Attorney

ATTEST:

By: _____
Kayla Reaster, City Clerk

CITY OF OROVILLE
RESOLUTION NO. 9306

A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING SECOND AMENDMENT TO AGREEMENT #3386 WITH JENNIFER ARBUCKLE CONSULTING

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

a. The Council hereby approves the Second Amendment to agreement #3386 with Jennifer Arbuckle Consulting.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on August 20, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster Acting City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **BUDGET ADJUSTMENT FOR SALARY AND WAGES FOR CODE ENFORCEMENT DEPARTMENT**

DATE: **AUGUST 20, 2024**

SUMMARY

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

DISCUSSION

In January of 2021, I was tasked with developing a stand-alone Code Enforcement Department for the City of Oroville. As part of the development of the program there were established positions and job descriptions that would allow growth and longevity within the Code Enforcement Department. Part of the job descriptions were the Code Enforcement Technicians. These are the boots on the ground employees that address code enforcement complaints, quality of life issues and other duties as assigned. The existing positions are Code Enforcement Technician 1, Code Enforcement Technician II and Code Enforcement Technician III. To be promoted to each Code Enforcement tier within this program, the technician must be able to perform all the tasks listed in the job description and complete a module course through the California Code Enforcement Officers Association academy module and examination. This consists of three separate modules. All modules are 40 hours long and contain a State examination.

On June 21, 2024 Code Enforcement Technicians completed the California Association of Code Enforcement Officers Module 3 training and State examination. Upon completion of the training and examination Code Enforcement Technicians will be promoted to Code Enforcement Technician III. These promotions were inadvertently left out of the 2024-25 budget.

FISCAL IMPACT:

Reduction in contingency of $34,486.95.

RECOMMENDATION

Approve budget adjustment (requires 5/7 vote).

ATTACHMENTS

Certificate of Completion Module 3
Resolution - 9294
Job Description for Code Enforcement Tech III

CITY OF OROVILLE
RESOLUTION NO 9294

A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING BUDGET ADJUSTMENT FOR THE CODE ENFORCEMENT DEPARTMENT FISCAL YEAR 2024-2025.

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

a. The Council hereby ratifies all documents relating to budget adjustment for Code Enforcement Department fiscal year 2024-2025 in the amount of $34,486.95.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on August 20, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster Acting City Clerk

Code Enforcement Technician III

Description

Under general supervision, performs a variety of technical duties in support of the City's code enforcement programs; monitors and enforces a variety of codes and ordinances in support of City departments including those related to zoning codes, building codes, housing, public nuisances, State Health & Safety Codes, and other issues relating to health, safety, and welfare of the community; prepares abatement cases for and testifies in public hearings and court proceedings on behalf of the City; and serves as a resource and provides information on City regulations to property owners, residents, businesses, the general public, and other City departments and divisions.

DISTINGUISHING CHARACTERISTICS

CODE ENFORCEMENT TECHNICIAN I: This is the entry level class in the Code Enforcement series. Positions in this class typically have limited directly related work experience. The Code Enforcement Technician I class is distinguished from the Code Enforcement Technician II level by the performance of less than the full range of duties assigned to the Code Enforcement Technician II level. Incumbents work under immediate supervision while learning job tasks, progressing to general supervision as procedures and processes of assigned area of responsibility are learned. The areas of focus include zoning, nuisance, property maintenance, vehicle abatement or other neighborhood related improvement issues. Receives immediate supervision from a Code Enforcement Lead and or Code Enforcement Director. Incumbents are not automatically promoted to the higher level; the needs of the department determine the level of assignment.

CODE ENFORCEMENT TECHNICIAN II: This is the journey level class in the Code Enforcement Technician series and is distinguished from the I level by the assignment of the full range of duties. Employees at this level receive only occasional instruction or assistance as new, unusual, or unique situations arise and are fully aware of the operating procedures and policies within the work unit. Receives general supervision from Director of Code Enforcement. Positions in this class are flexibly staffed and are normally filled by advancement from the Code Enforcement Technician I level if the incumbent meets the qualification standards of the Code Enforcement Technician II level, demonstrates an ability to perform the full scope of the work, and meets performance standards. Incumbents are not automatically promoted to the higher level; the needs of the department determine the level of assignment. If filled externally, requires directly related experience.

CODE ENFORCEMENT TECHNICIAN III: This is the advanced level class in the Code Enforcement Technician series and is distinguished from the II level by the assignment of the full range of duties. Employees at this level receive only occasional instruction or assistance as new, unusual, or unique situations arise and are fully aware of the operating procedures and policies within the work unit. Receives general supervision from Director of Code Enforcement. Positions in this class are flexibly staffed and are normally filled by advancement from the Code Enforcement Technician I level if the incumbent meets the qualification standards of the Code Enforcement Technician II level, demonstrates an ability to perform the full scope of the work, and meets performance standards. Incumbents are not automatically promoted to the higher level; the needs of the department determine the level of assignment. If filled externally, requires directly related experience.

Representative Duties

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. The following duties are typical for this classification. Incumbents may not perform all the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.
    1. Performs a variety of field and office work in support of the City's code enforcement program; enforces municipal codes and other applicable codes related to nuisance, zoning, building, pest infestation, noise, blight, graffiti, signage, junk, and debris, abandoned or inoperable vehicles on private property, housing, and related abatement activities.
    2. Investigates for violations on private properties and in public areas; issues and posts warning notices, notices of violation, corrective notices, orders to comply, and related documentation for code violations; schedules and performs all follow-up functions to gain compliance including letters, inspections, calls, meetings, discussions, and negotiations to ensure compliance with appropriate codes and ordinances; notes actions taken, and results achieved in case files and on computer database.
    3. Receives and responds to citizen complaints and reports from other agencies and departments on alleged violations of City zoning and related municipal codes; conducts on-site investigations to identify nuisances, potentially hazardous conditions, and code violations; prepares photographic evidence of violations; interviews complainant and witnesses; reads, interprets, explains, and applies applicable codes; provides recommendations for resolution; composes written responses as required.

4. Research property ownership, zoning, and parcel history; research ordinances and history of ordinances affecting property uses; determines compliance of specific land with use permits, variances, and development plans where improvements have been directed to meet zoning requirements.
5. Coordinates joint abatement and investigation activities with other City departments and agencies; informs departments of pending and ongoing investigations and activities; provides follow-up reports, records, and data to assist other departments involved in the zoning and abatement process.
6. Prepares and maintains a variety of records, reports, logs, memoranda, and files related to field and office investigations and activities.
7. Compiles case files for public hearings and court proceedings; testifies at hearings on behalf of the City as necessary.
8. Responds to public inquiries in a courteous manner; provides information within the area of assignment; resolves complaints in an efficient and timely manner.
9. Works closely with homeowners, landlords, tenants, businesses, and community groups to grow strong neighborhoods through public relations, education and code enforcement activities.
10. Operates computer to process and acquire data relative to inspection sites and effective code enforcement.
11. Attends training seminars to obtain relevant certificates related to code enforcement and stay updated with current procedures and information.
12. Performs related duties as required.

Qualifications

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Operations, services, and activities of a municipal code compliance program.
- Concepts and principles of constitutional limitations related to search and seizure.
- Principles, practices, and methods used in the enforcement of a variety of codes.
- Pertinent state and local codes, ordinances, laws, and regulations pertaining to building, substandard housing, zoning, nuisance abatement, vehicle codes, health and safety, and related areas.
- Procedures involved in the enforcement of codes and regulations including methods and techniques of conducting and documenting field investigations.
- City services and organizational structure as they relate to code compliance.
- Legal actions applicable to code enforcement compliance.
- Effective public relations practices.

- Discovering property ownership and zoning background, research methods and techniques related to all applicable codes.
- Basic mathematical principles.
- Principles and procedures of record keeping.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Occupational hazards and standard safety practices.
-
- English usage, spelling, grammar, and punctuation.

Ability to:

- Independently perform a full range of municipal code enforcement and compliance duties.
- Research, interpret, explain, and apply applicable codes, ordinances, and regulations related to zoning, nuisance abatement, and health and safety issues.
- Investigate and identify violations of applicable codes and ordinances.
- Enforce pertinent codes, ordinances, laws and regulations with impartiality and efficiency.
- Design public information and education programs related to code compliance activities.
- Make oral presentations and testify in court.
- Analyze situations and develop sound solutions, while maintaining safety at all times.
- Plan and organize work to meet changing priorities and deadlines.
- Obtain information through a variety of interview techniques.
- Work fairly and courteously with all customers.
- Coordinate activities with other City departments, associated enforcement jurisdictions, and other parties of interest.
- Read maps and learn the City's geography.
- Develop and accurately maintain a variety of work records and documents including complete case files, logs, reports, and memoranda.
- Make presentations to community groups concerning codes, ordinances, and City compliance programs.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Respond to inquiries, complaints, and requests for service in a fair, tactful, and firm manner.
- Investigate complaints and mediate resolutions in a timely and tactful manner.
- Prepare clear and concise technical reports.
- Work independently in the absence of supervision.
- Communicate clearly and concisely, both orally and in writing.

- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:
Equivalent to the completion of the twelfth grade supplemented by specialized training and/or college level coursework in criminal justice, planning, public administration, law enforcement, construction inspection, or a related field.

Completion of California Association of Code Enforcement Officers Module 3 course and examination.

Experience:
Two years of experience involving a high level of public contact and enforcing administrative rules and regulations involving field investigations pertaining to code compliance.

License or Certificate:

- Possession of an appropriate, valid California Class C driver's license and satisfactory driving record as determined by the City required at the time of appointment.
- Successful completion of Basic and Intermediate Code Enforcement Technician certification from an accredited college, university or professional training organization is required as a condition of continued employment within one year after the date of appointment/employment.
- Successful completion of p.o.s.t. 832 p.c. (or equivalent or higher) course within six months after date of appointment/employment.

Physical Demands and Work Environment

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed in both indoor and outdoor environments; work alone; travel from site to site; incumbents may be exposed to noise, dust, inclement weather conditions, potentially hostile environments, and aggressive and/or ill animals.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting and in a field environment; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to walk on uneven terrain, loose soil, and sloped surfaces; to lift, carry, push, and/or pull light to

moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations; to operate equipment and vehicle; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Certificate of Completion

This is to certify that

Pa Cha Vang

has passed the exam for:

Module Three Exam Online on 6/21/2024

One (1) Module Credit awarded towards CCEO eligibility

Karl Baur

Karl Baur, CMP, CAE, Executive Director

Jamie Zeller

Jamie Zeller, CCEO, President

Certificate of Completion

This is to certify that

Pa Nhia Vang

has passed the exam for:

Module Three Exam Online on 6/21/2024

One (1) Module Credit awarded towards CCEO eligibility

Karl Baur

Karl Baur, CMP, CAE, Executive Director

Jamie Zeller

Jamie Zeller, CCEO, President

Certificate of Completion

This is to certify that

Julio Salcedo

has passed the exam for:

Module Three Exam Online on 6/21/2024

One (1) Module Credit awarded towards CCEO eligibility

Karl Baur

Karl Baur, CMP, CAE, Executive Director

Jamie Zeller

Jamie Zeller, CCEO, President

Certificate of Completion

This is to certify that

Willow Emberland

has passed the exam for:

Module Three Exam Online on 6/21/2024

One (1) Module Credit awarded towards CCEO eligibility

Karl Baur

Karl Baur, CMP, CAE, Executive Director

Jamie Zeller

Jamie Zeller, CCEO, President

Certificate of Completion

This is to certify that

Christopher Billington

has passed the exam for:

Module Three Exam Online on 6/21/2024

One (1) Module Credit awarded towards CCEO eligibility

Karl Baur

Karl Baur, CMP, CAE, Executive Director

Jamie Zeller

Jamie Zeller, CCEO, President

Certificate of Completion

This is to certify that

Matthew Cervantes

has passed the exam for:

Module Three Exam Online on 6/21/2024

One (1) Module Credit awarded towards CCEO eligibility

Karl Baur

Karl Baur, CMP, CAE, Executive Director

Jamie Zeller

Jamie Zeller, CCEO, President

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **FRED MAYO, DIRECTOR OF PUBLIC WORKS**

RE: **NELSON AVE GRIND & PAVE – BUDGET ADJUSTMENT**

DATE: **AUGUST 20, 2024**

SUMMARY

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

DISCUSSION

The extents of the project as bid did not encompass the entirety of the trench work performed by Thermalito Water and Sewer District. An additional $50,000 is needed to grind and pave a 3,000 square foot area adjacent and west of the original project footprint.

FISCAL IMPACT

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

ACTION REQUESTED

Approve supplemental budget adjustment of $50,000.00 (increase from previously approved $283,526.56 to $333,526.56) from SB1 funding and authorize payment to Knife River for additional grind and pave (requires 5/7 vote).

ATTACHMENTS

Image of increased project footprint and photo of existing condition.

Nelson Ave. project footprint as-bid is shown in gray. Additional 3,000-square-foot area of grind and pave is shown in the hatched area. The blue-filled area in the lower image shows the extents of the trench work done by Thermalito Water and Sewer District not within the original project footprint.



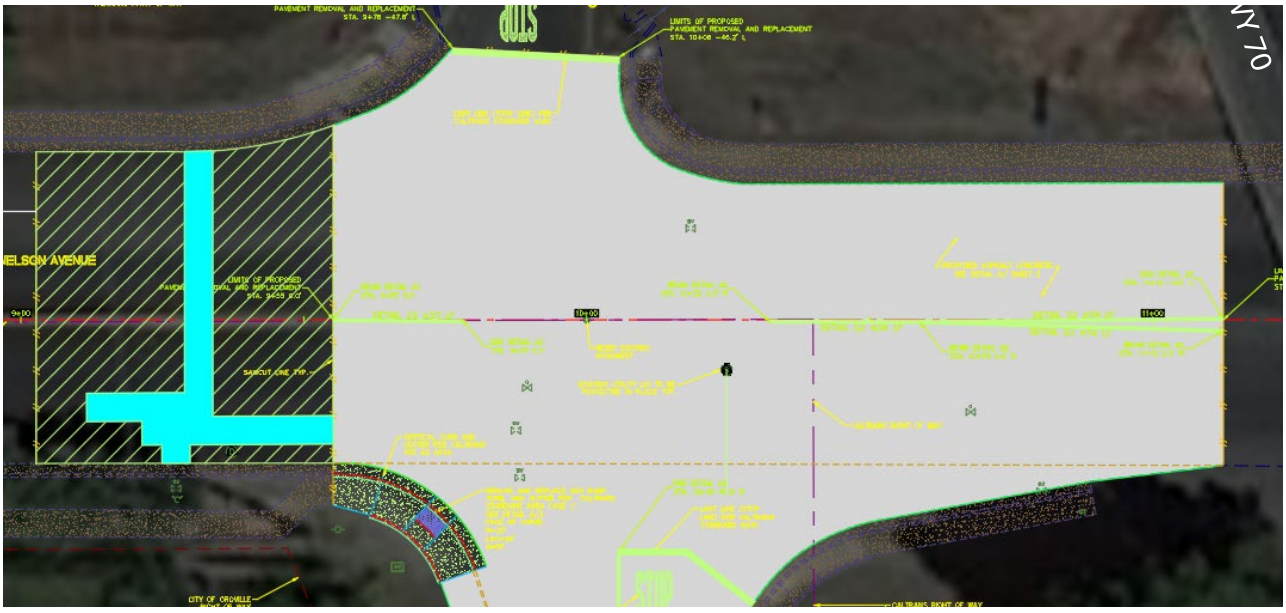


Photo during construction looking south/south-east. Red outline shows trench location. Green line shows project extent.



Photo taken looking north-west.



CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **JESS DARNELL, ASSISTANT CHIEF OF POLICE**

RE: **AGREEMENT WITH J&C INVESTIGATIONS FOR OROVILLE POLICE DEPARTMENT BACKGROUND INVESTIGATIONS**

DATE: **AUGUST 20, 2024**

SUMMARY

The City Council shall consider an agreement with J&C Investigations for background investigations for the Oroville Police Department.

DISCUSSION

Currently the Oroville Police Department uses Employment Investigative Services for all background investigations. In an attempt to add additional capacity to the background investigation process, the Oroville Police Department is requesting to use the services J&C Investigations.

The Owner of J&C Investigations is Mr. John McFadden. Mr. McFadden is a retired law enforcement professional with over 30 years of law enforcement experience. He is a certified background investigator with California Peace Officer Standards and Training.

FISCAL IMPACT

Rates per investigation:
Sworn: $2,100
Sworn Expedited: $2,600

RECOMMENDATION

Approve resolution for agreement with J&C Investigations for background investigation services and authorize Mayor to sign.

ATTACHMENTS

Copy of J&C Investigations proposal for pre-employment background investigations; and Resolution.

Proposal

PUBLIC SAFETY
PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS

City of Oroville Police Department

JOHN & CLAIRE INVESTIGATIONS
6259 Greenleaf Lane,
Foresthill, CA 95631
(707) 246-7922

Re: Public Safety Pre-Employment Background Investigations Proposal

Jess N. Darnell
Assistant Chief of Police
Oroville Police Department
2055 Lincoln Street
Oroville, CA 95966

Dear Jess:

We spoke yesterday regarding the possibility of providing pre-employment background investigations for Oroville Police Department. I hope you will have the opportunity to look over our services and consider using us. John & Claire Investigations ("JCI") is a full service, statewide agency dedicated to our clients' success. We can conduct comprehensive public safety pre-employment background investigations for you that will assist you in the selection of qualified law enforcement professionals.

We understand and respect the Oroville Police Department's dedication to providing service to your community to enhance the quality of life and having officers who strive to protect and defend them.

JCI pledges an equal level of commitment to you in our quality of service, integrity and ethics.

We focus on our client's best interest, and we never lose sight of those goals. We have over 30 years of law enforcement experience in addition to 20 years of working in the field of background investigations. Our proven track record of successful investigations coupled with our experienced staff allows us to offer you the highest quality investigations at cost-effective competitive rates.

We are mindful of budgetary constraints faced by both public and private sector entities in these challenging times. We do everything possible to contain costs for our clients, however will not cut corners or do marginal investigations for the sake of saving money.

In public safety, it is imperative that you have as much information as possible so that you can accurately assess the qualifications of potential candidates. Not conducting a thorough background check can lead to the selection of the wrong person and expose you to liability. Simply stated, ***investing money in a proper background check can save you money later***.

I appreciate you taking the time to look over our qualifications and services.

Respectfully submitted,

John & Claire Investigations



John McFadden
Owner/ Qualified Manager

Enclosures: Summary of Services, Licenses, Executive Bio, Licenses

JOHN & CLAIRE INVESTIGATIONS
6259 Greenleaf Lane,
Foresthill, CA 95631
(707) 246-7922

California P. I. License No. 1888513

PUBLIC SAFETY PRE-EMPLOYMENT BACKGROUND INVESTIGATION

All public safety pre-employment background investigations will be conducted in compliance with the Purposes and Objectives as set forth by Peace Officer Standards and Training ("P.O.S.T.") guidelines.

Each candidate's background will consist of, but not be limited to, comprehensive investigation of the candidates' past education, employment, legal, financial and personal history.

1. **Candidate Interview**
   In-depth interview with the candidate, review of personal history statement, supplemental questionnaires, required documents, and FCRA and ICRA compliant waivers and authorizations

2. **Investigation**
   Review and/or verification of personal history statement information and field investigations related to the following:

   a. Criminal and civil history
   b. Department of Motor Vehicles records
   c. Education
   d. Current and previous employers
   e. Neighborhood check
   f. References – personal, relatives, and others developed through investigation
   g. Military service – selective service registration
   h. Credit history – Experian, Trans Union
   i. Professional licenses/certifications
   j. Legal documents – including birth certificates, social security card, etc.
   k. Public safety agencies – records check, agencies candidate sought employment
   l. General Internet – blogs, social networking, and media/press articles, etc.

3. **Report**
   A comprehensive report will be submitted for each candidate, which will include all investigative results and documents obtained. We have developed a customized report format structured to meet P.O.S.T. requirements. All original documents received from you are returned along with the final report. Documents are indexed using tabs and bound in 3-ring binders.

4. We will coordinate with your polygraph examiner (pursuant to your authorization) to ensure that significant information developed during the polygraph examination is investigated.

5. We will contact you immediately if negative and/or potentially disqualifying

JOHN & CLAIRE INVESTIGATIONS
6259 Greenleaf Lane,
Foresthill, CA 95631
(707) 246-7922

information is discovered and will suspend further investigation pending your authorization to continue.

6. We will provide you with updates during the investigation to ensure that the investigation is being done as expeditiously as possible and meeting your expectations.

7. We will not travel outside of the immediate San Francisco Bay area without conferring with you and receiving your authorization.

INVESTIGATORS

John McFadden, Owner, and Qualified Manager is highly qualified with extensive experience conducting in-depth investigations. John is a retired law enforcement professional with over 30 years' experience and has conducted hundreds of pre-employment backgrounds for numerous Law Enforcement Agencies throughout the State of California. He is a certified Background Investigator with P.O.S.T (Peace Officers Standards & Training)

COST

Rates per investigation:
Sworn: $2,100
Sworn Expedited: $2,600
Suspended backgrounds are billed at $85/ hour, not to exceed the flat rates listed above.

Credit Report:	$75
Mileage:	Billed at prevailing government reimbursement rate from John & Claire Investigations, Moraga, CA or Investigator's location (whichever is less)
Mileage	$ .67 p/mile
Expenses (if any):	e.g. – tolls, parking, postage, etc.

If the above rates and services are acceptable, please sign, date and return at your convenience.

_____ _____
Signature and Title Date

JOHN & CLAIRE INVESTIGATIONS
6259 Greenleaf Lane,
Foresthill, CA 95631
(707) 246-7922

John McFadden

Owner/ Qualified Manager

John retired from law enforcement after serving 30 years with the Benicia Police Department. John was recruited by STI Investigations upon his retirement.

In 2018, John opened J&C Investigations. He has extensive experience in conducting general private investigations, including POST background investigations, litigation support and research on complex civil cases, corporate due diligence investigations for mergers and acquisitions, security consulting and internet profiling.

OROVILLE CITY COUNCIL
RESOLUTION NO. 9307

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT FOR BACKGROUND INVESTIGATIVE SERVICES FROM J&C INVESTIGATIONS

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

1. The Mayor is hereby authorized and directed to execute an agreement between the City of Oroville and J&C Investigations. A copy is attached hereto as Exhibit “A”.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 20, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

CITY OF OROVILLE
STAFF REPORT

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

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

RE: **LETTER OF SUPPORT FOR LINCOLN STREET SENIOR APARTMENTS**

DATE: **AUGUST 20, 2024**

SUMMARY

The Council will consider a letter of support to the Richman Group for the proposed Lincoln Street Senior Apartments.

BACKGROUND

On August 2, 2021, the City was notified of a Community Development Block Grant Disaster Recovery (CDBG-DR) Multi-family Housing Program grant award in the amount of $8,850,089 for Lincoln Village Apartments. On August 2, 2022, the City Council approved an amended resolution to increase the CDBG-DR award to include Lincoln Street Senior Apartments for a total award amount of $17,000,089. Each phase consists of sixty-one (61) units and at least 10% will be restricted to occupancy by tenants who are homeless or at risk of homelessness.

The developer, the Richman Group, successfully applied for and was awarded 9% Low Income Housing Tax Credit (LIHTC) for Lincoln Village Apartments, which is currently under construction and scheduled to be complete in October of this year. Additionally, the Richman Group has applied for highly competitive LIHTC for the Lincoln Street Senior Apartments four times without success.

On June 4, 2024, the Council approved a Housing Program Fund loan in the amount of $750,000 to assist with infrastructure costs incurred in connection with both the Lincoln Village Apartments and Lincoln Street Senior Apartments.

DISCUSSION

While the Richman Group has not received an official letter informing them that Lincoln Street Senior project has not been awarded Low Income Housing Tax Credits (LIHTC), a simulation that was published recently casts significant doubt of an award.

To complete the financing for this project, the Richman Group is requesting the City of Oroville support their application for Community Development Block Grant Disaster Recovery, Multifamily Housing (CDBG DR-MHP) funding.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve letter of support to the Richman Group to apply for CDBG DR-MHP, round one funds and authorize the Mayor to sign.

ATTACHMENTS

Draft Letter of Support

City of Oroville

OFFICE OF THE MAYOR

David Pittman
Office of the Mayor

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

August 20, 2024

Jenny Cho
Deputy Director
Department of Housing and Community Development
651 Bannon St.
Sacramento, CA 95811

Re: Support Letter for the Lincoln Street Senior Apartments (Affordable Housing) California Department of Housing and Community Development - Disaster Recovery Multifamily Housing Program

Dear Ms. Cho:

We are aware that The Richman Group is submitting the fully entitled, 2nd phase, "Lincoln Street Senior Apartments" affordable housing development to the California Department of Housing and Community Development (HCD) to be considered for the Disaster Recovery Multifamily Housing Program, Round One.

This transformative development which also includes additional HCD-sponsored CDBG DRM MHP subsidy includes 61 senior residential units and will complete the multi-phase affordable development.

Our Council wholeheartedly supports this project, and we are committed to working with the development and HCD to ensure that this project can get full points for their CDBG DR MHP application.

Sincerely,

David Pittman
Mayor, City of Oroville

CITY OF OROVILLE
STAFF REPORT

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

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

RE: **LETTER OF SUPPORT FOR FOGG AVENUE APARTMENTS**

DATE: **AUGUST 20, 2024**

SUMMARY

The Council will consider a letter of support to the Housing Authority of the County of Butte (HACB) for the proposed Fogg Avenue Apartments.

DISCUSSION

At the June 18, 2024, the City Council approved a resolution that was necessary to call a special election and place a ballot measure before the voters regarding Article 34 approval of a low and very low, 18-unit housing project located at 2131 Fogg Ave. As a public entity, the HACB can only develop housing with city of Oroville citizen authority stipulated by State Constitution Article XXXIV.

In anticipation of the measure passing, the Housing Authority of the County of Butte is putting together a financing strategy for a successful project, including applying for Community Development Block Disaster Recovery multifamily Housing (CDBG DR-MHP) program funds. In order to be eligible, the jurisdiction where the project is located must submit a letter in support of the project, or resolution of support.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve letter of support to the Housing Authority of the County of Butte apply for CDBG DR-MHP, round one funds and authorize the Mayor to sign.

ATTACHMENTS

Draft Letter of Support

City of Oroville

OFFICE OF THE MAYOR

David Pittman
Office of the Mayor

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

August 20, 2024

Jenny Cho
Deputy Director
Department of Housing and Community Development
651 Bannon St.
Sacramento, CA 95811

Re: Support Letter for Fogg Avenue Apartments – CDBG 2020 Disaster Recovery – Multifamily Housing Program Funding

Dear Ms. Cho:

We are writing this letter to express the support of the City of Oroville City Council for Fogg Avenue Apartments, which will provide 18 units of affordable housing, located at 2131 Fogg Avenue in Oroville, California. We strongly encourage you to consider Fogg Avenue Apartments for funding from the CDBG 2020 Disaster Recovery Multifamily Housing Program.

Please contact Brian Ring, City Administrator (530.521.0096) should you have any questions.

Sincerely,

David Pittman
Mayor, City of Oroville

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

AUGUST 06, 2024
REGULAR MEETING
MINUTES

This agenda was posted on August 2, 2024. This meeting was recorded and may be viewed at Cityoforoville.org or on Youtube.

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with the Personnel Officer and City Attorney to consider the evaluation of performance related to the following positions: Public Works Director and Community Development Director

2. Pursuant to Government Code Section 54957(b), the Council met with the Personnel Officer and City Attorney to consider the employment related to the following position: Chief of Police.

OPEN SESSION

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

2. Pledge of Allegiance – Led by Vice Mayor Smith

3. Adoption of Agenda

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

Ayes: Council Member(s) Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Riggs, Thomson, Webber

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: Amy Jernigan and Rhonda Magnusson.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

   None

2. Administration Reports

   Amy Bergstrand, Director of Business Assistance and Housing – Notified the Council that the NOFA will not be available until August.

   Ruth Duncan, Director of Finance - Notified the Council that the last Accounting Technician vacancy was filled. She anticipates a new project coming up.

   Bill LaGrone, Chief of Police – Provided a brief update on cleaning underneath the overpasses including painting the sidewalk one color, etc.

   Brian Ring, City Administrator – Provided the Council with a brief update on the status of the project getting done at Myers and Montgomery Street.

CONSENT CALENDAR

Consent calendar **items 1 – 8** were adopted in one action by the Council.

Motioned by: Vice Mayor Smith Seconded by Council Member Goodson

Ayes: Council Member(s) Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Riggs, Thomson, Webber

1. Job Description For Payroll Technician Position

The City Council approved the john description for Payroll Technician.

2. Public Works Engineering Staffing Request

The City Council added one Project Manager / Senior Civil Engineer allocation and delete one vacant Assistant Engineer Allocation.

3. Budget Adjustment For Salary And Wages For Code Enforcement Department

Item removed from the agenda, due to come back August 20, 2024.

4. Nelson Ave Grind & Pave – Budget Adjustment

Item removed from the agenda, due to come back August 20, 2024.

5. Agreement With Original Grants For Washington Avenue Complete Streets Grant Application To The Federal Active Transportation Infrastructure Investment Program

The City Council approved agreement A-3514.

6. Approval Of Permanent Local Housing Allocation (PLHA) Owner-Occupied Rehabilitation Loan Program Guidelines

The City Council adopted Resolution No. 9295 - A Resolution of the Oroville City Council Authorizing the Adoption of the Permanent Local Housing Allocation Owner-occupied Home Rehabilitation Program Guidelines.

7. Request For The City To Purchase A Table At The Oroville Economic Alliance Annual Barbeque

Item removed from the agenda, due to come back August 20, 2024.

8. Approval of Regular City Council Meeting Minutes

The City Council approved minutes for 07.18.2023; 08.01.2023; 10.17.2023; and 07.16.2024.

REGULAR BUSINESS

9. Two-Year Contract With Verdin Marketing To Create And Implement Oroville's Community Pride And Economic Development Marketing Plan

The City Council approved the proposed two-year marketing contract with Verdin Marketing (Verdin) for $100,000 per year to implement the approved marketing strategy; plus, up to $25,000 per year for optional tasks is being recommended by staff with an option to extend the contract for up to two additional years with Council approval by the following 4-0-3 vote:

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

Ayes: Council Member(s) Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Riggs, Thomson, Webber

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

10. Lease / Operating Agreement For The Oroville Convention Center Between The City Of Oroville And Feather River Recreation And Park District

The City Council adopted Resolution No. 9296, a lease / operating agreement with Feather River Recreation and Park District for the lease and operation of the Municipal Auditorium by the following 4-0-3 vote:

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

Ayes: Council Member(s) Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Riggs, Thomson, Webber

11. Downtown Oroville Business Improvement District Annual 2024-25 Fiscal Year Budget

The City Council received the 2024-25 annual budget for the Oroville Downtown Business Improvement District (BID). The budget was approved by the following 3-1-3 vote:

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

Ayes: Council Member Goodson, Vice Mayor Smith, Mayor Pittman

Noes: Council Member Johnstone

Abstained: None

Absent: Council Member(s) Riggs, Thomson, Webber

12. 655 Cal Oak Road - New Corp Yard Preliminary Design Of Administration Building And Proposed Budget

The City Council accepted the presentation for information.

13. Agreement With City Of Chico On Use Of Rule 20a Credits From Butte County

The City Council approved an agreement with the City of Chico which allows the City of Chico to receive Rule 20A credits from Butte County (approximately $5,743,000), with the understanding that if the City of Oroville does not receive an additional amount of reallocated Rule 20A credits to fully fund the City's Myers Street Underground Utility District project, the City of Chico would provide the difference needed, not to exceed $2,871,000 (fifty percent of the County's credits), with an in-lieu cash contribution for the construction of the Myers Street project, upon approval of the project from Pacific Gas and Electric. This was approved by the following 4-0-3 vote:

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

Ayes: Council Member(s) Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Riggs, Thomson, Webber

14. The Great Feather River Mosaic Mural Project Sponsorship Program

The City Council authorized staff to proceed with development of a sponsorship program for the Great Feather River Mosaic Mural Art Project by the following 4-0-3 vote:

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

Ayes: Council Member(s) Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Riggs, Thomson, Webber

15. Resolution For Cal OES Form 130 Designation Of Applicant's Agent

The City Council adopted Resolution No. 9297, authorizing the City Administrator (or Acting, or Interim, or Assistant City Administrator) to execute the remaining applications and forms to the Federal Emergency Management Agency (FEMA) and the State of California Office of Emergency Services (Cal OES) relating to the Thompson Fire incident, by the following 4-0-3 vote:

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

Ayes: Council Member(s) Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Riggs, Thomson, Webber

16. Annual Special Tax For The City's Community Facilities District No. 2006-1 (Westside Public Safety Facilities) And District No. 2006-2 (Public Safety Services) For Fiscal Year 2024/25

The City Council adopted Resolution Nos. 9305 and 9306 relating to the annual special tax relating to the City's Community Facilities Districts. The City Council also authorized the Mayor to sign the Proposition 218/Compliance Certification by the following 4-0-3 vote:

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

Ayes: Council Member(s) Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Riggs, Thomson, Webber

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

17. Public Hearing - 5:05 PM - Annual Sanitary Sewer Service To Be Levied On The 2024-25 Tax Roll

The Council adopted Resolution No. 9302 certifying that the Sewer Service charges to be levied on the 2024-25 tax roll are in compliance with Proposition 218 by the following 4-0-3 vote:

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

Ayes: Council Member(s) Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Riggs, Thomson, Webber

18. Public Hearing - 5:10PM - General Plan Circulation Element Revision And Adoption Of An Interim Transportation Threshold

The City Council adopted Resolution 9301 regarding a General Plan amendment that meets the requirements of Senate Bill 743, which requires Vehicle Miles Traveled (VMT) to be the new analytical emphasis for improving air quality by the following 4-0-3 vote:
Motioned by: Council Member Goodson Seconded by: Vice Mayor Smith

Ayes: Council Member(s) Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Riggs, Thomson, Webber

19. Public Hearing - 5:15PM - Annual Assessments For The City's Consolidated Benefit Assessment District, Zones 1, 2, 4, 6-8

The City Council will collect no assessment this year, providing assessment holiday, due to low expenditures and sufficient zone reserves to cover those costs by the following 4-0-3 vote:

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

Ayes: Council Member(s) Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Riggs, Thomson, Webber

20. Public Hearing - 5:15PM - Annual Assessments For The City's Consolidated Benefit Assessment District, Zones 3, 5, 9

The City Council will collect no assessment this year, providing assessment holiday, due to low expenditures and sufficient zone reserves to cover those costs by the following 4-0-3 vote:

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

Ayes: Council Member(s) Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Riggs, Thomson, Webber

21. Annual Assessments For The City's Consolidated Landscape And Lighting Maintenance Assessment Districts, Zones 1, 4, 6, 11, 13, 16, 18

The City Council affirmed Resolution #9290 adopted by Council on July 16, 2024, affirming the Annual Assessment Report and declaring intent to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance District for fiscal year 2024/25; and adopted Resolution No. 9303 - Resolution of the Oroville City Council certifying to the County of Butte the validity of the legal process used to place direct charges on the secured tax roll and authorizing the mayor to execute the Proposition 218 Certification of tax bill levy by the following 4-0-3 vote:

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

Ayes: Council Member(s) Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Riggs, Thomson, Webber

22. Annual Assessments For The City's Consolidated Landscape And Lighting Maintenanc Assessment Districts, Zones 2, 3, 5, 7, 10, 12, 14, 15, 17

The City council affirmed Resolution No. 9291 adopted by Council on July 16, 2024, affirming the Annual Assessment Report and declaring intent to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance District for fiscal year 2024/25; and adopted Resolution No. 9304 - Resolution of the Oroville City Council certifying to the County of Butte the validity of the legal process used to place direct charges on the secured tax roll and authorizing the Mayor to execute the Proposition 218 Certification of tax bill levy by the following 4-0-3 vote:

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

Ayes: Council Member(s) Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Abstained: None

Absent: Council Member(s) Riggs, Thomson, Webber

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
   i. PG&E Wildfire Rate Relief

ADJOURN THE MEETING

The meeting was adjourned at 6:40PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BILL LAGRONE, CHIEF OF POLICE**

RON BELSER, CODE ENFORCEMENT DIRECTOR

DAVE RITCHIE, ASSISTANT CITY ATTORNEY

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

DATE: **AUGUST 20, 2024**

SUMMARY

Staff will provide a high-level factual overview of the recent U.S. Supreme Court Decision in Grants Pass. Johnson, along with the State of California's Executive Order N-1-24. In addition, staff will provide a summary of the proactive efforts that have been implemented in the City to assist unhoused individuals in need.

DISCUSSION:

Most communities have recently seen an increase in the transient homeless population. There are many factors which these increases can be attributed. These factors include substance addiction, mental health issues, character issues, life skills issues, educational issues and many other issues that cannot be generalized. Each homeless person is unique and struggles with their personal issues. No one solution will solve all of the issues that surround why a person would be homeless.

A homeless person is someone who was previously housed, and through undesirable circumstances, they have become homeless. A homeless person may have their issues, like everybody else, but most want to get back into housing. Many homeless people work full or part time, and still cannot afford local housing.

The Impacts suffered by this community are not due to the definition of homeless provided above. Not every person is homeless by choice, some are from circumstance, but it is becoming increasingly apparent that some are choosing the lifestyle. These homeless are creating issues for many within our community. Those issues include habitual inebriation, drug abuse, aggressive panhandling, unlawful camping, trespassing, theft, littering, staying out of the roadway, and many other low level crimes. Most crimes are property type crimes and are very disruptive to the quality of life for

many of our citizens.

The impacts that are most often observed is due to a population of people that choose to not follow basic laws. The impacts are affecting the quality of life for all the residents of this community. While we must be compassionate, we must also maintain minimum standards. Those that are living on the street deserve our help but must accept our standards of conduct in public. It is not acceptable to demand services and not live to a minimum standard. We are all subject to these standards. These standards have evolved over time to ensure the safety of our community.

Quality of life type issues have increased the number of crimes that have occurred, while decreasing a sense of order within the City of Oroville. Some of these issues include, loitering, public urination, prowling, trespassing, thefts, vandalism, speeding in neighborhoods, panhandling, etc. A common belief is that these types of issues are only caused by homelessness. In fact, there are a number of quality of life type offenses that have nothing to do with homelessness. Homelessness may be a factor, but due to law changes within AB 109 & Prop 47 and Prop 57, traditional enforcement practices are no longer available.

The current penal system is not equipped to deal with these types of low-level offenses. The individuals committing these types of crimes are aware of this hole in the penal system and commit the crimes with little concern of consequence.

It has become apparent that another level of enforcement must be developed to combat this type of community problem. If this problem remains unchecked it will continue to grow and worsen. This type of problem cannot be punished away. The Penal system has been attempting to punish problems away for many years; the results have not been remarkable or reportable as success. This type of problem is only going to be solved with life-changing adjustments to the individual committing the crimes.

The individual must be given direction, education, training, treatment, counseling, housing and job skills to truly effect change. If we continue to “force the square peg into the round hole” we will continue to get the same result. It is time for change and utilization of all available resources to address the problem.

The issue that arises is Law Enforcement (LE) is not the proper arm of government to provide the services listed in the paragraph above. Law enforcement’s role would be to enforce the applicable laws and provide consistent pressure to follow the law on those that choose not to.

Over the past few years, the Oroville City Council has provided tools and personnel to manage these issues on our community. The number of resources within the City that are being expended on these types of issues in Fiscal Year 23/24, upwards of 20,000 hours of Police time was spent responding to and handling the call for service on these types of issues. Additional time was spent transporting subjects to jail, writing reports, logging evidence, etc. That number would multiply as a good portion of calls require multiple officers to respond.

The Essence of the Grant's Pass Decision:

Please note that the content of this section is not intended to provide legal advice but is a generalized assessment of the Grant's Pass decision and the Governor's Executive Order. It does not analyze compliance of any of the City's current processes.

The recent ruling in City of Grants Pass, Oregon v. Johnson by the United States Supreme Court found that the prohibition of camping on public property does not violate the Eighth Amendment of the United States Constitution. This decision does not, however, universally prohibit camping on public spaces but provides cities with some leeway in managing public property, ensuring a balance is maintained to protect the quality of life for all citizens while respecting constitutional protections.

Relevant California case law includes: Tobe v. City of Santa Ana, where the Supreme Court of California held that an ordinance banning camping and storage of personal property in designated public areas was not unconstitutionally overbroad. The court found no impermissible restriction on the right to travel and noted that there is no inherent right to use public property for living accommodations unless permitted by government regulations (Tobe v. City of Santa Ana, 9 Cal.4th 1069 (1995))[1].

Additionally, the Ninth Circuit's decisions in Lavan v. City of Los Angeles and Garcia v. City of Los Angeles further articulate the limits on cities' actions concerning the property of unhoused individuals. In Lavan, the Ninth Circuit upheld an injunction preventing Los Angeles from seizing and destroying unattended property of unhoused individuals, highlighting the protection of such property under the Fourth Amendment (Sullivan v. City of Berkeley, 383 F.Supp.3d 976 (2019))[2]. The court concluded that the City knew the property was not abandoned and its actions were therefore unconstitutional. Following this, in Garcia, the court challenged a city ordinance that allowed for the immediate destruction of bulky items, deeming it unconstitutional for violating the Fourth Amendment's prohibition on illegal seizures (Garcia v. City of Los Angeles, 611 F.Supp.3d 918 (2020))[3].

If anti-camping ordinances are enforced, these enforcement efforts would almost necessarily implicate issues surrounding what to do with property located at an encampment on public property, attended or not. This is presumptively why the Governor's executive order requesting local government entities adopt ordinances, provide that, if passed, these contain procedures for storage of personal property items collected when clearing encampments.

The Grant's Pass case, as decided by the Supreme Court in "City of Grants Pass, Oregon v. Johnson", does not appear to directly impact the rulings regarding the Fourth and Fourteenth Amendment protections as discussed in the "Lavan v. City of Los Angeles" and "Garcia v. City of Los Angeles" cases. The Grant's Pass case primarily dealt with the constitutionality of city ordinances prohibiting sleeping or camping on public property and the associated civil and criminal penalties, rather than the

immediate seizure and destruction of personal property without notice or opportunity for a hearing, which are central issues in the Lavan and Garcia cases.

In the Lavan case, the court found that the seizure and destruction of homeless individuals' personal property without adequate notice violated their Fourth and Fourteenth Amendment rights, emphasizing the need for procedural due process and the protection of personal property rights. Similarly, in the Garcia case, the court held that the City's ordinance allowing the destruction of "bulky" personal property without notice was an unreasonable seizure under the Fourth Amendment and violated due process protections (Garcia v. City of Los Angeles, 481 F.Supp.3d 1031 (2020))[1]. These cases indicate a strong judicial stance on ensuring that even in efforts to clean public spaces, the constitutional rights of homeless individuals to procedural due process and protection against unreasonable seizures must be respected. The Supreme Court's decision in Grant's Pass does not negate these protections, as it addresses a somewhat different aspect of homeless rights, focusing more on the legality of anti-camping ordinances rather than the procedures used to enforce city cleanliness standards that impact personal property. Therefore, the impact of the Grant's Pass case on the issues addressed in Lavan and Garcia is limited, as those cases specifically deal with the rights related to personal property and due process, which were not the central focus of the Grant's Pass decision.

Following the Grant’s Pass decision, the Governor signed Executive Order N-1-24, emphasizing the need for urgent and humane action to remove dangerous encampments from public spaces. The order highlights the importance of collaboration between State, local, and nonprofit entities in addressing encampments, stressing that the removal of such encampments should be carried out with dignity and respect for those affected. Local governments are encouraged to align their policies with the State's guidelines and to utilize available resources to address the crisis with the urgency it demands. The order underscores that while the State has provided substantial resources, local jurisdictions are now expected to act decisively and compassionately to resolve encampments, particularly those posing significant threats to health and safety.

Balancing Constitutional Protections and Community Interests:

The information creates a challenging environment for managing the current situation. It is understandable that the public does not want their quality of life diminished by unsightly camps in public spaces. A balance must be reached to effectively enforce the law while respecting everyone’s Constitutionally protected rights. The City and the Police Department has effectively achieved this balance for several years. The issues that are commonly associated with an unhoused population have been well managed and kept to a minimum. The unhoused population in Oroville is not as robust as most other communities due to this management of the condition.

Proactive Measures Implemented in the City to Assist with these Challenges

Addition of Municipal Law Enforcement Positions:

To help manage these challenges the City Council has allocated 17 MLE positions to the Police Department. Over the past year the Police Department has consistently attempted to fill the vacant positions. Currently 8 of the 17 positions are filled. One of the positions is filled by a full-time evidence technician, who is not used for daily street enforcement activities, and another is covering a Dispatch shift, effectively reducing street patrol to 6 MLE's. Despite diligent efforts to recruit for the vacant positions hiring has been slow. The applicant screening process has disqualified numerous applicants for various reasons. Currently the Department has three applicants in background check and 5 applicants that have recently successfully interviewed and will begin a background check soon.

The timeline for adding additional duties to the MLE's is difficult to determine. Currently the department is staffing 3 MLE's per day typically from 0600 to 1600.

As higher level of staffing is achieved the department will increase the hours of service and will increase the frequency of specific patrol duties.

The following programs are department initiated activities to help address the issues that surround the unhoused community.

Development of Community Navigator:

The role of the Community navigator is to imbed themselves into the patrol operations of the Police Department, to be the first point of contact for those experiencing homelessness. The navigator will contact those living unhoused and provide them with options for services. The navigator then follows up as often as possible to ensure the services offered are being utilized and help remove barriers to those services. The Navigator is currently volunteering approximately 25 hours per week. This program has been a success and could be more successful. The department would like to employ the navigator on a full-time basis to ensure their availability and to expand the program to incorporate volunteers. There has been many that wish to volunteer for this program, but limit oversight has hindered the expansion of the program.

The funding for this would come from the utilization of one MLE position to be used as the navigator position.

Community Cleaning projects funding:

The City Works Program has been utilized within the City since late 2017. The program involves members of the Hope Center, and Butte Community service. The program has been funded by the Clean Streets Grant as well as City funding. City Works and Butte Community Service are important programs that encompasses many benefits to the City of Oroville, the Hope Center and Butte Community Service. The members of these programs help our City by abating junk, trash and debris left on City properties, thus

reducing blight. They collect abandoned furniture and appliances that are left on City roadways, alley ways and sidewalks. They help by maintaining the landscape of City owned properties, clean up vacated illegal encampments, and clear/reduce fire hazards by clearing weeds from City properties.

These programs utilize the services of those who were previously living unhoused or previously struggled with addiction. These programs benefit the provider by providing important work to help train and reinforce good work habits.

Partnership with Rescue Mission for Development of Mission Esperanza:

Significant efforts have been made via a partnership with the Rescue Mission, to obtain grant and other funding for the development of congregate and non-congregate housing that will provide necessary wraparound services to those experiencing homelessness. Specifically, the project includes:

- 30 non-congregate climate-controlled pallet shelters that house up to two people per unit:
- 40 congregate beds:
- 5 safe tent sites: and
- 5 parking spaces.

Park patrols:

Currently MLE's patrol the parks and trails as time allows. The staffing level compared to the volume of calls for service has significantly limited these activities. When full time is achieved there will be MLE's specifically assigned to the activities of patrolling parks and trails. These duties include moving along those that would disrupt the peaceful use of the parks, report maintenance issues, help remove trash and debris, and generally provide an overall feeling of safety for those visiting our parks.

Retail theft partnering:

The department has recently had conversations with major retailers regarding retail theft. Since the implementation of the changes in the law because of the voter approved proposition 47. Retail theft in California is rampant, and overwhelming to retailers and Police. The lack of consequence for retail thieves, along with retailer's understandable fear of being sued for attempting to prevent theft, all but encourages thieves to steal.

To help reduce these thefts the department has periodically placed officers in stores in plain clothing to act as shoppers, to apprehend those that choose to steal. Staffing has limited the number of hours that can be devoted to this activity. The department has recently worked with one major retailer to potentially open a satellite office inside of the retailer's facility. The program would allow MLE's to work from the location and help prevent theft when on sight. The MLE's would not be assigned to security for the retailer only work out of the location. The MLE would respond to all calls for service as normal. The difference would be a physical presence, with signage to inform the shoppers that

law enforcement is onsite. There will be no cost to the City. If this reduces theft at the location the same service will be offered to other retailers.

Shopping cart recovery system:

Due to the amount of shopping carts that are removed from retail locations and then utilized to move personal property throughout the City, the need for a shopping cart recovery team has become necessary. It would be the departments recommendation that once to twice a week a cart collection team be utilized to retrieve carts. The team would be made up of members from City works and Butte Community service. The team would recover carts abandoned and carts being used move personal property. The cart being used would be a nonconfrontational contact. If the person refuses to return the cart a Police Officer or MLE will be called to the location to assist in recovering the cart. A large contractor type plastic bag will be provided to accommodate the removal of the personal property from the cart. The collection team will then deliver the cart back to the retailer from which it was taken. This program will result in a modest cost to the City.

Travel Assistance:

This transportation program has assisted those living unhoused within the City of Oroville to receive transportation to their home of record or the homes of a family member. This program has assisted approximately 25 people with transportation back to their home community. The cost is usually between 100 to 300 dollars per person and location.

The person offered this assistance have come to the attention of the Police Department due to their frequent contacts with Police, and the best resolution is to help the individual with transportation to a family member who can better help the individual with their personal issues.

FISCAL IMPACT

None.

RECOMMENDATION

Provide staff with direction or additional ideas for moving forward with programs.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **CONSIDERATION TO MODIFY TOWER AND GROUND LEASE AGREEMENT WITH VERIZON WIRELESS**

DATE: **AUGUST 20, 2024**

SUMMARY

The Council will consider a change in the relationship between the City and Verizon Wireless with regard to the current Tower and Ground Lease Agreement. Consideration will include an amendment to the current lease agreement that would reduce current rent by 36%, or a new 40-year easement agreement that would provide for a one-time payment of $360,000.

DISCUSSION

The City entered into a Tower and Ground Lease Agreement ("Agreement") with Verizon Wireless on February 18, 2016. Said Agreement had an initial term of five (5) years, with the ability to renew for four (4) more addition five (5) year terms. The City and Verizon are currently in the middle of the first five (5) year renewal term, which is set to terminate on February 17, 2026. Initial rent in 2016 started at $1,800/month, with a 3% escalator annually. Current rent is $2,280/month.

Representatives from Verizon reached out to the City in April of 2024, indicating that Verizon is assessing which towers to retain in their expansion to 5G technology. A requirement of this expansion is getting more towers in play. With that, Verizon is seeking to reduce its current lease expenditures to offset its costs and assist in facilitating this expansion. The City has been presented with two options to consider. The two options included:

1. Changing from the existing five (5) year agreement (with options to review), currently at $2,280/month that includes a 3% annual escalator, to a new agreement that would lower the rent to $1,500/month with 10% rent escalator every five (5) years, with the option to renew for seven (7) additional five (5) year terms; or
2. Changing from the existing agreement described above to a lump sum payment of $360,000 for a forty (40) year easement on the property.

Alternatively, the Council could choose to continue work under the existing agreement, until Verizon chooses to terminate.

FISCAL IMPACT

Depending on which action is taken, the City will see either a reduction is the lease amount received; or an elimination of the lease amount offset by a one time payment of approximately $360,000.

RECOMMENDATION

Consider approving an amendment to the current Verizon lease and provide direction to staff.

ATTACHMENTS:

Existing Contract; and
Letter outlining new terms offered to the City.

CITY OF OROVILLE
RESOLUTION NO. 8448

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH SACRAMENTO VALLEY LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE INSTALLATION OF COMMUNICATION EQUIPMENT

(Agreement No. 3160)

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

1. The Mayor is hereby authorized and directed to execute an Agreement with Sacramento Valley Limited Partnership d/b/a Verizon Wireless for the installation of communication equipment. A copy of the Agreement is attached to this Resolution.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on December 15, 2015, by the following vote:

AYES: Council Members Berry, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

NOES: None

ABSTAIN: None

ABSENT: Council Member Del Rosario

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM

Scott E. Huber, City Attorney

ATTEST:

Donald Rust, Acting City Clerk

CITY OF OROVILLE
OPTION AND COMMUNICATIONS SITE TOWER AND GROUND LEASE AGREEMENT

THIS OPTION AND COMMUNICATIONS SITE TOWER AND GROUND LEASE AGREEMENT ("**Agreement**") is entered this 18 day of February, 2016 ("Effective Date"), by and between **CITY OF OROVILLE, a California municipal corporation**, with its principal place of business at 1735 Montgomery Street, Oroville, CA 95965 ("**Lessor**") and **SACRAMENTO VALLEY LIMITED PARTNERSHIP d/b/a Verizon Wireless**, with its principal place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("**Lessee**"). This Agreement may refer to Lessor and Lessee individually as a "**Party**" or collectively as the "**Parties**."

The Lessor, a municipal corporation acting solely in its proprietary capacity as the owner of land, owns that certain real property commonly known as an existing Lessor owned 190' Self Support tower and Shelter located at the SE Corner of Arlin Rhine Memorial Drive and Lincoln Street Oroville, County of Butte, California, as shown on the Tax Map of the County of Butte as Assessor's Parcel Numbers 012-031-001, -009, and -011 (the entirety of Lessor's property is more particularly described and depicted in Exhibit "A", attached to and incorporated into this Agreement by this reference, and is referred to hereinafter as the "**Property**"). Lessor, as landowner, and Lessee desire to enter into this Agreement to grant Lessee an option to lease a portion of said Property, being described as an approximately 416.44 square foot parcel (the "**Land Space**") sufficient for the installation of Lessee's equipment, together with a portion of that certain space (the "**Tower Space**") on the Lessor's tower, hereinafter referred to as the "**Tower**", located on the Property, together with the non-exclusive right (the "**Rights of Way**") for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a right of way extending from the nearest public right of way to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space; and together with any further rights of way (the "**Further Rights of Way**") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Rights of Way and Further Rights of Way, if any, are substantially described in Exhibit "B", attached to and incorporated into this Agreement by this reference, and collectively referred to hereinafter as the "**Premises**".

NOW THEREFORE, in consideration of the sum of Two Thousand Five Hundred Dollars ($2,500.00), to be paid by Lessee to the Lessor, the Lessor hereby grants to Lessee the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by Lessee within forty five (45) days of execution of this Agreement or of receipt by Lessee from

Lessor of the Rental Documentation, as defined in and in accordance with Section 7.b of the Agreement below, whichever occurs later. The providing by Lessor of Rental Documentation to Lessee shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by Lessee, and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any payment(s) until Rental Documentation has been supplied to Lessee.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless Lessee gives written notice to the Lessor of the intent not to extend prior to the end of the initial option period. If the option is extended, Lessee shall make an additional payment of Two Thousand Five Hundred Dollars ($2,500.00) to Lessor within thirty (30) days of the option being extended, provided Lessor has supplied to Lessee the Rental Documentation, as defined in and in accordance with Section 7.b of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the Lessor decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify Lessee in writing so that Lessee can take steps necessary to protect Lessee's interest in the Premises.

This option may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the Lessee in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Lessor, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

Should Lessee fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and Lessor shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

Lessor shall cooperate with Lessee in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will

permit Lessee use of the Premises. Lessor shall take no action which would adversely affect the status of the Property with respect to the proposed use by Lessee.

The Lessor shall permit Lessee, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as Lessee may deem necessary, at the sole cost of Lessee.

Lessor agrees to execute a Memorandum of this Option and Communications Site Tower and Ground Lease Agreement ("**Memorandum of Agreement**") which Lessee may record with the appropriate Recording Officer. The date set forth in the Memorandum of Agreement is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by Lessee to the Lessor in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted and thereupon the following agreement shall take effect:

COMMUNICATIONS SITE TOWER AND GROUND LEASE AGREEMENT

This Agreement is entered this 18 day of February, 2016, by and between **CITY OF OROVILLE, a California municipal corporation**, with its principal place of business at 1735 Montgomery Street, Oroville, CA 95965 ("**Lessor**") and **SACRAMENTO VALLEY LIMITED PARTNERSHIP d/b/a Verizon Wireless**, with its principal place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("**Lessee**"). This Agreement may refer to Lessor and Lessee individually as a "**Party**" or collectively as the "**Parties.**"

WITNESSETH

NOW THEREFORE, the Parties agree as follows:

1. **Grant of Lease.** Lessor hereby leases to the Lessee a portion of that certain parcel of property (the entirety of Lessor's property is referred to hereinafter as the "**Property**"), located at the SE Corner of Arlin Rhine Memorial Drive and Lincoln Street Oroville, County of Butte, California, and being described as an approximately 416.44 square foot parcel (the "**Land Space**") sufficient for the installation of Lessee's equipment , together with a portion of that certain space (the "**Tower Space**") on the Lessor's tower, hereinafter referred to as the "**Tower**", located on the Property, together with the non-exclusive right (the "**Rights of Way**") for ingress and egress, seven (7) days a

week twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a right of way extending from the nearest public right of way to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space; and together with any further rights of way (the "**Further Rights of Way**") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Rights of Way and Further Rights of Way, if any, are substantially described in Exhibit "B", attached hereto and made a part hereof, and collectively referred to hereinafter as the "**Premises**". The Property is also shown on the Tax Map of the County of Butte as Assessor's Parcel Numbers 012-031-001, -009, and -011.

Lessee shall notify the Lessor at (530)538-2493, prior to Lessee's entry on the Premises, except in the event of an emergency.

In the event any public utility is unable to use the Rights of Way or Further Rights of Way, the Lessor hereby agrees to grant an additional right-of-way(s) either to the Lessee or to the public utility at no cost to the Lessee.

Lessor hereby grants permission to Lessee to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto and made a part hereof. Lessor hereby agrees that Lessee's radio communications equipment, antennas and appurtenances shall occupy the highest location of any and all radio communications equipment, antennas, and/or appurtenances on the Tower at all times throughout the Term (hereinafter defined) of this Agreement.

Lessee reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. **Access - Lessor's Right of Entry.** Upon at least 48 hours prior written notice to Lessee (except in the event of an emergency to life or limb) and provided that Lessor is accompanied by an authorized representative of Lessee, Lessor shall have the right to enter in and on the Premises at all reasonable times. Lessor shall be permitted to (1) inspect the Premises, except Lessee's equipment in the shelter; (2) post notices of non-responsibility for alterations, additions, or repairs; and (3) in an emergency to life or limb, take any reasonably necessary action to protect persons or property. Lessor shall not interfere with or terminate Lessee's operations.

3. **Permitted Use.**
   a. **Communication Facility.** Lessee may use the Premises to (i) transmit and receive communication signals within the radiofrequency bands that the Federal Communications Commission ("**FCC**") may duly license to Lessee from time to time throughout the Term; (ii) construct, install, maintain, repair, and replace cabinets, shelters, antennas, cables, radios, generator, and other accessories and electronic equipment ("**Communication Facility**") as more particularly described and depicted in Exhibit "B" attached to hereto; and (iii) activities reasonably related to (i) and (ii) provided that no activities described in (i), (ii), or (iii) involve any physical expansion or relocation of any part of the Communication Facility outside the envelope of the Communication Facility originally authorized in Exhibit "B" or violate any obligation or standard of care required under this Agreement (collectively, the "**Permitted Use**").

   b. **Alterations & Upgrades.** Lessee shall not alter or upgrade its Communication Facility, other than shown on Exhibit "B" without prior written consent from Lessor, which Lessor shall not unreasonably withhold. Notwithstanding the foregoing, Lessee reserves the right to replace, without written consent from Lessor, the equipment shown on Exhibit "B" with similar and comparable equipment provided said replacement does not increase tower loading of said Tower. After Lessee obtains written consent from Lessor for changes requiring consent, the Parties shall substitute a new Exhibit "B" to accurately reflect the approved Communication Facility. Notwithstanding this Section 3.b, Lessee may remove its personal property from the Premises at any time without prior written consent from Lessor.

   c. **Limits on Permitted Use.** Subject to the provisions in Section 20 (Assignments) and Section 21 (Subleases), this Agreement expressly excludes all rights or privileges of Lessee to sublease, sublet, collocate, or in any other manner allow any other third party to use or access the Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld.

4. **Construction.**
   a. **Structural Review.** Prior to commencement of any construction of the Communication Facility on the Premises, Lessee shall submit a complete set of engineering plans and specifications, as well as a Structural Analysis Report, to Lessor for reliance upon by Lessor.

b. Intentionally Omitted.

c. Construction Space. For a period of ninety (90) days following the start of construction, Lessor grants Lessee the right to use such reasonable portions of Property contiguous to the Premises as may reasonably be necessary during construction and installation of the Communications Facility. Lessee's construction activities shall not unreasonably obstruct access to or otherwise unreasonably interfere with any other of Lessor's tenants at the Property. Lessee shall, to the greatest extent feasible, schedule its construction activities between the hours of eight o'clock in the morning Pacific Standard Time (8:00 A.M. PST) and six o'clock in the afternoon Pacific Standard Time (6:00 P.M. PST) or on weekends or holidays. Lessee, its employees, contractors and agents, shall maintain the construction area and construct all parts of the Communication Facility in a safe and workmanlike manner.

d. As-Built Site Plans. Within ninety (90) days after Lessee completes construction of the Communication Facility, Lessee, at Lessee's sole cost, shall provide Lessor with as-built drawings of the Communication Facility.

5. Government Approvals.

a. Lessee and its contractors and/or representatives that perform work at the Property shall bear sole responsibility to obtain and maintain all licenses, permits, and other authorization required by any federal, state, or local statutes, rules, regulations, ordinances ("**Government Approvals**"). Lessee shall at all times comply with all applicable laws and requirements in all Government Approvals.

b. Lessor authorizes Lessee to prepare all required application to obtain Government Approvals for the Permitted Use, and to reasonably cooperate with Lessee to obtain and maintain such Government Approvals. Notwithstanding anything to the contrary in this Agreement, Lessee shall not have the right to sign or otherwise execute any application, document, instrument, or agreement in connection with any Government Approval without prior written consent from the Lessor, which Lessor shall not unreasonably withhold or delay.

c. Lessee acknowledges that Lessor enters this Agreement only in its proprietary capacity as the owner of the Property. Lessee further acknowledges that Lessor's assent to this Agreement, Lessor's consent or refusal to consent in connection with this Agreement, or Lessor's response or failure to respond to any request for consent in connection with this

Agreement, shall not be deemed to constitute a Government Approval or to indicate that the City of Oroville in its regulatory capacity will approve or deny any Government Approval in connection with this Agreement or any request for consent in connection with this Agreement.

d. Promptly after Lessee obtains each Government Approval (or a renewal thereof), Lessee agrees to provide Lessor with a true and correct copy.

6. Term.

a. Initial Term. This Agreement shall commence on the Effective Date. Lessor leases to Lessee for an initial term of five (5) years ("**Initial Term**") commencing on the first day of the month in which notice of the exercise of the option, as set forth above, is effective ("**Commencement Date**"). The Initial Term shall automatically expire at midnight on the fifth (5th) anniversary of the Commencement Date.

b. Renewal Term(s). This Agreement shall automatically renew for up to four (4) additional five (5) year terms (each a "**Renewal Term**"), unless Lessee is in default of this Agreement on the last day of the Initial Term or any Renewal Term or Lessee delivers to Lessor written notice of its intent not to renew at least ninety (90) days before the end of any term. This Agreement shall automatically expire at midnight on the last day of the fourth (4th) Renewal Term. Lessee agrees and acknowledges that, regardless of any use or improvements, this Agreement does not entitle Lessee to any rights or expectancies to lease the Property or Premises after this Agreement naturally expires or if either Party terminates this Agreement pursuant to the termination process outlined in the Agreement.

c. Holdover Term. Lessee's right to possess and use the Premises shall immediately terminate at the expiration or the earlier termination of this Agreement. In the event that Lessee continues to possess or use the Premises or any part of the Property after this Agreement expires or terminates, then (1) the Term shall automatically convert to month-to-month ("**Holdover Term**"); (2) the rent during the Holdover Term shall automatically increase ten percent (10%) over the Rent (defined below) in effect at the time of the expiration or earlier termination this Agreement ("**Holdover Rent**"); and (3) all other terms and conditions in this Agreement shall continue. The Holdover Term and Holdover Rent shall continue until and unless Lessee completely removes and restores the Premises and Property as defined in Section 12.

d. The Parties may individually or collectively refer to the Initial Term and any Renewal Term(s) as the "**Term**."

7. **Rent; Other Pecuniary Consideration.**

a. **Base Rent.** Lessee shall pay Lessor a total annual rental of Twenty One Thousand Six Hundred and NO/100 Dollars ($21,600.00) to be paid in equal monthly installments on the first day of the month throughout the Term ("Rent"), in advance, to Lessor or to such other person, firm or place as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Section 27 below. Upon agreement of the Parties, Lessee may pay Rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee. Rent shall automatically commence and become due and payable on the Commencement Date, however, Lessor and Lessee acknowledge and agree that initial Rent payment(s) shall not actually be sent by Lessee until thirty (30) days after the exercise of the option is effective.

b. **Rental Documentation.** Lessor hereby agrees to provide to Lessee certain documentation (the "Rental Documentation") evidencing Lessor's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to Lessee in Lessee's reasonable discretion, evidencing Lessor's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Lessee, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by Lessee in Lessee's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Lessee, Lessor agrees to provide updated Rental Documentation in a form reasonably acceptable to Lessee. The Rental Documentation shall be provided to Lessee in accordance with the provisions of and at the address given in Section 27. Delivery of Rental Documentation to Lessee shall be a prerequisite for the payment of any rent by Lessee and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any rental payments until Rental Documentation has been supplied to Lessee as provided herein.

c. **Annual Rent Escalator.** On every Commencement Date anniversary throughout the Term, Rent shall automatically increase three percent (3%) over the Rent in effect during the immediately prior twelve (12) months.

d. **Administrative Fee.** Lessee shall pay Lessor a separate one-time only lump sum administrative fee in the amount of Fifteen Thousand and NO/100 Dollars ($15,000.00) ("**Administrative Fee**") within forty-five (45) days after the Commencement Date. The Parties agree that such Administrative Fee does not constitute Rent, an option payment or any offset thereof.

8. **Maintenance & Repairs.**

a. **Maintenance & Repairs to the Premises.** Throughout the Term, Lessee, at its sole cost and expense, shall secure, maintain, and repair all areas where it enjoys exclusive control, which includes the entire Premises, in a clean and neat manner, except for reasonable wear and tear. Lessor shall not have any responsibility to secure, maintain, or repair any areas where Lessee enjoys exclusive control. Lessee shall promptly repair any damage to any area where it enjoys exclusive control, which includes the Premises, to substantially the condition that existed on the Commencement Date, reasonable wear and tear excepted.

b. **Maintenance & Repairs to the Property.** Lessor shall maintain and repair the Property as reasonably necessary for Lessee's Permitted Use and to permit access to the Communication Facility as required in this Agreement, subject to reasonable wear and tear and damage from the elements. To the extent reasonably feasible, Lessor shall provide Lessee with written notice at least ninety (90) days before Lessor commences any maintenance or repairs to the Property that will or reasonably might temporarily impair Lessee's use of the Premises. Lessee shall, at its sole cost and expense, promptly repair any damage to the Property caused by Lessee, or its agents, contractors, employees, or representatives. This Section 8 shall not impede Lessee's right to make emergency repairs.

9. **Utilities.** Lessee shall procure its own electrical, telephone, and other such services (collectively, "**Utilities**") under its own account and at its sole cost and expense. Lessor shall reasonably cooperate with Lessee's Utilities providers to bring Utilities to the Communication Facility. Lessor shall not provide any Utilities whatsoever to Lessee, except to the extent that it provides general services to all entities as a local government. Under no circumstances shall Lessee "submeter" from Lessor.

10. **Liens.** Throughout the Term, Lessee shall keep the entire Premises free and clear from all liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee. Lessee shall at all times promptly

and fully pay and discharge any and all claims on which any such liens or encumbrances may or could be based, and shall indemnify Lessor against all such liens or encumbrances, claims of liens or encumbrances, and suits or other procedures that pertain thereto. Notwithstanding anything to the contrary in this Agreement, Lessee shall not have the right to execute or sign any document, instrument, or agreement, or to record or cause to be recorded any lien, encumbrance, or obligation that burdens the Property or Premises without prior written consent from Lessor, which Lessor may withhold for any or no reason. Notwithstanding anything in this Agreement to the contrary, Lessor retains the right to enter the Premises and post notices of non responsibility for any work or materials ordered. Lessee shall be entitled to record notice of its lease with the County Recorder.

11. **Lessee's Personal Property.** All equipment and other property brought, placed, or erected on the Property by Lessee shall be and remain the personal property of Lessee. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof, which shall be deemed personal property for the purpose of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee the right to remove all or any portion of the same from time to time, in Lessee's sole discretion and without consent from Lessor.

12. **Removal & Restoration.** Within ninety (90) calendar days after this Agreement expires or terminates, Lessee shall completely remove all its personal property and restore the Premises and any affected areas of the Property to its original condition as it existed before the Commencement Date, except for reasonable and ordinary wear and tear and casualty damage. Without limiting the generality of the foregoing, Lessee shall remove all utilities, wiring, and conduits. Lessee shall be deemed in actual possession of the Premises until and unless it completely removes and restores the Premises consistent with this Section 12.

13. **Interference.** Lessee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Lessor or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed Lessee's equipment causes such interference, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Agreement or relocate the equipment as long as Lessee is making a good faith

effort to remedy the interference issue. Lessor agrees that Lessor and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Lessee. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section 13 and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. Taxes.

a. Lessor shall timely pay all real property taxes, assessments, or fees on the Property, which includes the Premises. Lessee shall timely pay any taxes, assessments, or fees (which includes, without limitation, California Revenue and Tax Code § 107.6(a), as hereafter amended or superseded, when applicable), which Lessor demonstrates is directly attributable to the construction or presence of the Communication Facility, throughout the Term. Notwithstanding the foregoing, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property.

b. In the event that Lessor does not timely pay any such real property taxes, assessments, or fees, Lessee shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent.

c. Lessee, at its sole cost and expense, shall have the right to seek a reduction in its assessed value, or to contest any tax. Lessor shall reasonably cooperate with Lessee at Lessee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document.

15. Default and Remedies.

a. Default. A material default and breach under this Agreement ("**Default**") shall be deemed to occur when:

i. Lessee does not deliver any sums due under this Agreement within fifteen (15) calendar days after receipt of written notice of same from Lessor;

ii. Lessee does not observe or perform any term under this Agreement within thirty (30) calendar days after receipt of written notice of same from Lessor; provided, however, that no Default shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, Lessee commences to cure within thirty (30) calendar days of receipt of such written notice from Lessor, and Lessee diligently prosecutes its cure to completion;

iii. Lessor does not observe or perform any term under this Agreement within thirty (30) calendar days after receipt of written notice of same from Lessee; provided, however, that no Default shall occur when the nature of the cure reasonably requires more than thirty (30) calendar days, Lessor commences to cure within thirty (30) calendar days of receipt of such written notice from Lessee, and Lessor diligently prosecutes its cure to completion;

iv. Lessor fails, within five (5) calendar days after receipt of written notice of such failure, to perform an obligation required to be performed by Lessor if the failure to perform such an obligation interferes with Lessee's ability to conduct its business on the Property; provided, however, that if the nature of Lessor's obligation is such that more than five (5) calendar days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) calendar day period and thereafter diligently pursued to completion; or

v. Lessee attempts in any manner to exclude Lessor from the Property outside the Premises.

b. **Remedies.** Neither Party may maintain any action or effect any remedies for Default against the other Party unless and until the defaulting Party has failed to cure the breach within the time periods provided in this Section 15. Upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a Default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the

non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Premises are located; provided, however, Lessor shall use reasonable efforts to mitigate its damages in connection with a default by Lessee. If Lessee so performs any of Lessor's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by Lessee shall immediately be owing by Lessor to Lessee, and Lessor shall pay to Lessee upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable laws. Notwithstanding the foregoing, if Lessor does not pay Lessee the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from Lessor, Lessee may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to Lessor until the full undisputed amount, including all accrued interest, is fully reimbursed to Lessee.

16. Termination.

a. Grounds to Terminate. This Agreement shall automatically cease and terminate:

i. immediately after the Initial Term or any Renewal Term when Lessee delivers at least ninety (90) days prior written notice of its intent not to renew pursuant to Section 6.b;

ii. immediately after Lessee delivers written notice to Lessor that Lessee cannot obtain or maintain any Government Approval necessary to its Permitted Use, provided that Lessee demonstrate reasonable efforts to obtain and maintain such necessary Government Approvals;

iii. upon Lessee's thirty (30) days written notice to Lessor that Lessee cannot obtain reasonably acceptable title report, environmental, or soil test results before Lessee commences to construct its Communication Facility;

iv. upon Lessee's thirty (30) days written notice to Lessor of such termination for any reason or no reason.

b. Early Termination Fee. In the event that Lessee terminates this Agreement, as outlined in this Section 16, then Lessee shall include an early termination fee in an amount equal to six (6) months' Rent in effect at

the then-current rate ("**Early Termination Fee**") with its termination notice. However, Lessee shall not pay any Early Termination Fee when Lessee terminates this Agreement in any Holdover Term or pursuant to termination rights provided for in other sections of this Agreement.

17. **Casualty.** Lessee shall promptly deliver written notice to Lessor when Lessee knows of any material damage to the Premises. Upon such notice, Lessee may terminate this Agreement provided that Lessee did not cause such damage to the Premises. In the alternative, Lessee may elect to continue this Agreement, including without limitation the obligation to pay Rent, and place and operate a temporary communication facility (*e.g.*, a "cell on wheels" or "cell on light truck") in a location mutually acceptable to Lessee and Lessor throughout the time needed to repair the Premises. Lessee shall bear the full cost and expense to repair and restore any damage to the Premises or Property that it causes.

18. **Eminent Domain.**
    a. **Complete Takings.** In the event a government exercises its eminent domain power to take the entire Premises, then this Agreement shall terminate on the day said government takes possession.

    b. **Partial Takings.** In the event a government exercises its eminent domain power to take the Premises in part, then Lessee may elect to either terminate this Agreement or continue to this Agreement under the same terms and conditions. In the event that Lessee elects to terminate this Agreement pursuant to this Section 18, no Early Termination Fee shall be due. In the event that Lessee elects to continue this Agreement, the Parties shall prorate the Rent in proportion to the square footage taken under eminent domain.

    c. **Claims in Condemnation Proceedings.** Lessor and Lessee, each at its sole cost and expense, may file and pursue its own claim in any condemnation proceeding that involves the Premises, to the extent that Lessee has any such rights under applicable law.

19. **Insurance.**
    a. **Required Insurance Policies.** From the Commencement Date until Lessee no longer possesses or uses the Premises, Lessee shall procure and maintain insurance policies as follows (1) Commercial General Liability covering bodily injury and property damage with limits of One Million ($1,000,000) per occurrence; (2) Automobile Liability with a combined single limit of One Million ($1,000,000) per accident; Workers Compensation at statutory limits; Employer's Liability with limits of One Million ($1,000,000) each

accident/disease/policy limit; and All Risk insurance sufficient to cover all risks associated with the Communication Facility ("**Required Insurance Policies**"). Lessee's Commercial General Liability and Automobile Liability policies shall include Lessor, its officers, officials, employees, and volunteers ("**Additional Insureds**") as an additional insured as their interest may appear. All Required Insurance Policies shall insure, on an occurrence basis, against liability that arises from or in connection with Lessee's use or occupancy of the Premises or construction, operation, maintenance, upgrade, or repair of Lessee's Communication Facility. Lessee shall provide a certificate of insurance and blanket additional insured endorsement evidencing the coverage required by this Section 19 upon execution of this Agreement.

b. **Insurer Standards.** Lessee must obtain all Required Insurance Policies from an insurer licensed to do business in the State of California with an A.M. Best's Key Rating of at least "A-" and financial size VII.

20. Assignments.

a. **Assignment by Lessor.** Lessor may assign or transfer this Agreement to any person or entity without any prior approvals from Lessee so long as Lessor's transferee agrees in a signed written instrument to fulfill all the duties and obligations of Lessor under the Agreement.

b. **Assignment by Lessee.** Lessee may, upon thirty (30) days written notice to Lessor, assign or transfer its rights under this Agreement to any Affiliate, principal, parent, or subsidiary of Lessee, or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. "**Affiliate**" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "**Control**" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise. This section shall not preclude Lessee's right to enter into a standard roaming agreement allowing subscribers of other wireless carriers to use the Communication Facility specifically constructed for Lessee's use. Under all other circumstances, Lessee may not assign or transfer this Agreement without the prior written consent from Lessor, which Lessor shall not unreasonably withhold, and any unconsented assignment or transfer shall be void *ab initio*.

21. **Subleases.** Lessee shall not sublease, sublicense, or in any other manner allow a third party to occupy or use antenna space on its Communication Facility.

22. **Indemnification.**

a. **Lessor Indemnifications.** Lessor shall indemnify and hold Lessee harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of Lessor, its officials, officers, managers, members, employees, contractors, volunteers or agents, except to the extent such claims or damages are due to or caused by the negligence or willful misconduct of the Lessee or its directors, officers, employees, contractors or agents.

b. **Lessee Indemnifications.** Lessee shall indemnify and hold Lessor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of Lessee, its directors, officers, employees, contractors or agents, except to the extent such claims or damages are due to or caused by the negligence or willful misconduct of Lessor, its officials, officers, managers, members, employees, contractors, volunteers or agents.

c. **Defense of a Party.** In the event that any action or proceeding shall be brought against a Party in connection with any matter for which the other Party indemnifies that Party under this Agreement, the indemnifying Party shall, upon notice from the indemnified Party, at the indemnifying Party's sole cost and expense, resist and defend the same action or proceeding with legal counsel mutually selected by the Parties; provided, however, that the indemnifying Party shall not admit fault or liability in any such action or proceeding on the indemnified Party's behalf without prior written consent from the indemnified Party.

d. **Notice, Participation, & Expenses.** The indemnified Party shall promptly notify the indemnifying Party of any action or proceeding brought against the indemnified Party in connection with any matter for which the indemnifying Party indemnifies the other Party under this Agreement. Nothing in this Agreement shall limit or prohibit the indemnified Party or its own counsel from participating in the defense of any such action or proceeding. The indemnifying Party shall pay all reasonable expenses incurred to respond to such action or proceeding, which shall include all reasonable out-of-pocket expenses such as attorney's fees, the actual expenses of the indemnified Party and its agents, employees, and expert

witnesses, and disbursements and liabilities assumed by the indemnified Party in connection with such actions or proceedings.

23. Environmental.

a. Lessor represents that it does not know of any substance, material, particulate, chemical, or waste on the Property that any federal, State, or local law, regulation, or rule identifies as hazardous, toxic, or dangerous (collectively, "**Hazardous Substances**").

b. Lessor and Lessee agree that each shall be responsible for compliance with any and all environmental and industrial hygiene laws, regulations, guidelines, standards, or policies of any governmental authorities that regulate or impose standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

c. Lessee will not, nor allow its agents or employees to, place or use any flammable or Hazardous Substances materials on the Premises in any manner that violates any federal, State, or local law, regulation, rule, policies, or order that pertains to flammable or Hazardous Substances.

d. Lessor and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation, or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under this Section 23. Lessor agrees to hold harmless and indemnify Lessee from, and to assume all duties, responsibilities, and liabilities at Lessor's sole cost and expense for payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with Hazardous Substances prior to the Commencement Date of this Agreement or from such contamination caused by Lessor's acts or omissions during the Term. Lessee agrees to hold harmless and indemnify Lessor from, and to assume all duties, responsibilities, and liabilities at Lessee's sole cost and expense for payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Lessee. The indemnifications of this Section 23.d. specifically include reasonable costs, expenses, and fees

incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal, or restoration work required by any governmental authority.

e. The Parties intend the provisions of this Section 23 to survive the expiration or termination of this Agreement.

24. **Title & Quiet Enjoyment.** Lessor warrants and represents that it possesses the full right, power, and authority to execute this Agreement. Lessor further warrants and represents that Lessee shall have quiet enjoyment of the Premises throughout the Term, provided that Lessee is not in default of this Agreement and timely pays all Rent when due. Lessee, at its sole cost, shall have the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice.

25. **Public Record Disclosure.** Lessee acknowledges that Lessor is a public entity under the laws of the State of California. Furthermore, the Parties acknowledge that this Agreement constitutes a public record that Lessor must publically disclose under (1) the California Public Records Act, California Government Code sections 6250 *et seq.*; (2) Title 17, California Code of Regulations sections 91000 *et seq.*; (3) Article I, section 3, of the California State Constitution; and (4) any other law or regulation that may require public entities to disclose public records.

26. **Bankruptcy.**

a. In the event a receiver is appointed in any proceeding or action to which Lessee is a party who claims authority to take possession or control of the Premises or the business conducted thereon, or any action taken or offered by Lessee under any insolvency or bankruptcy action, such action shall constitute a material breach of this Agreement by Lessee, and this Agreement shall not be treated as an asset of Lessee. In such an event, this Agreement shall automatically cease and terminate, unless Lessee provides Lessor with assurances that it intends to cure the Default.

b. Lessor and Lessee expressly intend, agree, and acknowledge that in the event that Lessee becomes a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* ("**Bankruptcy Code**"), this Agreement is and shall be treated for all purposes and considered for all intents as an unexpired lease of nonresidential real property for purposes of Section 365 of the Bankruptcy Code, 11 U.S.C. § 365 (as may be amended or superseded), and subject to the provisions of 11 U.S.C. § 365(d)(3) and 11 U.S.C. § 365(d)(4) (as may be amended or superseded).

c. Any person or entity to which this Agreement is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Agreement both before and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor a written instrument that confirms such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be Lessor's exclusive property, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations that constitutes Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

27. **Notices.**

a. **General.** The Parties shall deliver all notices under this Agreement in writing through either (1) certified U.S. mail with return-receipt request and postage prepaid, or (2) a next-business-day delivery via nationally recognized overnight courier. All notices under this Agreement shall be effective only when properly addressed and actually or constructively received. The Parties shall address all notices under this Agreement as follows:

LESSOR:	City of Oroville, California Attn: City Administrator 1735 Montgomery Street Oroville, CA 95965
with a mandatory copy simultaneously delivered to:	City Attorney Cota Cole, LLP 2261 Lava Ridge Court Roseville, CA 95661
LESSEE:	Sacramento Valley Limited Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921

Attention: Network Real Estate

Notice to Lessor shall not be deemed effective unless delivered to both the City Manager and the City Attorney.

b. **Payments.** Lessee shall address and deliver all payments under this Agreement (which includes Rent, Bonus, Holdover Rent, etc.) as follows:

LESSOR's PAYEE: City of Oroville, California
Attn: Finance Department
1735 Montgomery Street
Oroville, CA 95965

c. **Change of Address.** Lessor or Lessee may from time to time designate a new or additional address for notices or deliveries through written notice to the other Party. Such new or additional address shall become effective thirty (30) days after receipt.

28. **Tower Compliance.** Lessor covenants that it will keep the Tower in good repair as required by all Laws (as defined in Section 31.h below). The Lessor shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the Lessor fails to make such repairs including maintenance the Lessee may make the repairs and the costs thereof shall be payable to the Lessee by the Lessor on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the Lessor does not make payment to the Lessee within ten (10) days after such demand, the Lessee shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the Lessee to the Lessor.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) calendar days following the execution of this Agreement, Lessor shall supply to Lessee copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, Lessor shall supply to Lessee copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the Lessor, Lessee agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of Lessor performing maintenance, repair or similar work at the Property or on the Tower provided:

a. The Temporary Relocation is similar to Lessee's existing location in size and is fully compatible for Lessee's use, in Lessee's reasonable determination;

b. Lessor pays all costs incurred by Lessee for relocating Lessee's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the Lessee's use, in Lessee's reasonable determination;

c. Lessor gives Lessee at least ninety (90) days written notice prior to requiring Lessee to relocate;

d. Lessee's use at the Premises is not interrupted or diminished during the relocation and Lessee is allowed, if necessary, in Lessee's reasonable determination, to place a temporary installation on the Property during any such relocation; and

e. Upon the completion of any maintenance, repair or similar work by Lessor, Lessee is permitted to return to its original location from the temporary location with all costs for the same being paid by Lessor.

29. Subordination. At Lessor's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by Lessor which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to Lessee being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, Lessor shall obtain for Lessee's benefit a non-disturbance and attornment agreement for Lessee's benefit in the form reasonably satisfactory to Lessee, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize Lessee's right to remain in occupancy of and have access to the Premises as long as Lessee is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if

Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill Lessor's obligations under the Agreement, and (3) promptly cure all of the then-existing Lessor defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, Lessee will execute an agreement for Lender's benefit in which Lessee (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of Lessor's defaults, provided such cure is completed within the deadline applicable to Lessor. In the event Lessor defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, Lessee, may, at its sole option and without obligation, cure or correct Lessor's default and upon doing so, Lessee shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and Lessee shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by Lessee to cure or correct such defaults.

30. Intentionally Omitted.

31. Miscellaneous.

a. Unenforceability; Severability. In the event that a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. Captions. The Parties intend the captions contained in this Agreement only for convenience. The Parties do not intend any caption as part of this Agreement. No caption in this Agreement shall carry any legal effect whatsoever, or affect how the Parties or any third parties construe or interpret this Agreement.

c. Government Claims. Any claim for money damages by Lessee against Lessor hereunder shall be subject to the California Government Code §§ 900 *et seq* (**"Government Claims Act"**). The claims presentation

provisions of the Government Claims Act are hereby modified such that the presentation of all claims hereunder to the Lessor shall be irrevocably waived if not made within six (6) months after Lessee's discovery of the accrual of the cause of action.

d. **Binding Effect.** The Parties represent and warrant that each possesses the full power and authority to execute and deliver this Agreement, and the specific person(s) that executes this Agreement possess the full power and authority to execute and deliver this Agreement, and that this Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms. This Agreement shall bind on and inure to the benefit of the successors and permitted assignees of the respective parties.

e. **Waivers.**

i. No provision of this Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Agreement.

ii. Any waiver by either Party of any provision of this Agreement shall not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

f. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

g. **Venue.** This Agreement shall be construed in accordance with the laws of the State of California without regard to conflicts of laws. Venue for any action or claim arising out of or connected with this Agreement shall reside exclusively in the Superior Court of the County of Butte or in the United States District Court, Eastern District of California ("**Court**"). All parties to this Agreement agree to be subject to the jurisdiction of the Court, and waive all claims whatsoever that would defeat the jurisdiction of the Court to hear and adjudicate any claim arising out of or connected with this Agreement.

h. **Compliance With Laws.** The Parties shall at all times comply with all federal, State, and local laws and statutes, rules and regulations, and

judicial or administrative tribunal orders that in any manner affect the performance of this Agreement (collectively, "Laws"). The Parties intend this Section 31.h to include, without limitation, any law that requires a license or nondiscriminatory employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin, or other prohibited basis.

i. **Survival.** Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation, or expiration of this Agreement shall so survive.

j. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding between the parties regarding Lessee's lease of the Premises and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by authorized representatives of both parties.

k. **No Presumption; Interpretation.** The Parties acknowledge and agree that each of the Parties have been represented by counsel and that each of the Parties has participated in the negotiation and drafting of this Agreement. The language of each part of this Agreement shall be construed simply and according to its fair and ordinary meaning, and this Agreement shall never be construed either for or against either Party for any reason.

l. **Anticipatory or Consequential Damages Waiver.** Neither Party will assert any claim whatsoever against the other Party for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred as a result of the construction or use of the Communication Facility or the use of Property.

m. **Submission of Agreement.** The submission of this Lease for examination does not constitute an offer to Lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties.

n. **Estoppels.** The Parties mutually agree to furnish the other with a truthful estoppel certificate in a reasonably timely manner as each Party may reasonably request within the Term.

o. **No Personal Liability.** Neither Party shall hold any employees, officers, officials, volunteers, or contractors of the other Party personally liable for any default or liability under this Agreement.

p. **Landlord Statutory Remedy.** The Lessor has the remedy described in California Civil Code Section 1951.4 (Lessor may continue Lease in effect after Lessee's breach and abandonment and recover Rent as it becomes due, if Lessee has the right to sublet or assign, subject only to reasonable limitations).

q. **Sums Paid During Breach.** Any sum paid from Lessee to Lessor after a default or breach of this Agreement shall not constitute a waiver unless expressly acknowledged in a written waiver signed by Lessor.

r. **Attorneys' Fees.** The prevailing party in any final or non-appealable decision on the merits arising hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees at the discretion of the Court. With respect to any provision in this Agreement providing for payment of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include, but not be limited to, fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes of this Agreement, the services of attorneys and their staff shall be valued at only the average rates for independent counsel prevailing in the City of Sacramento, California.

[signatures appear on the next page]
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below and acknowledge that this Agreement is effective as of the date first above written.

LESSOR:

City of Oroville, a Municipal Corporation

By: Linda L. Dahlmeier — Signature: Linda L. Dahlmeier

Title: Mayor — Date: 01.06.2016

Approved as to Form:

By: Scott E. Huber — Signature:

Title: City Attorney, City of Oroville — Date: 1/5/2016

Attest:

By: DONALD RUST — Signature:

City Clerk, City of Oroville — Date: 01.05.16

LESSEE:

Sacramento Valley Limited Partnership
d/b/a Verizon Wireless
By AirTouch Cellular, Its General Partner

By: Phillip French — Signature:

Title: Executive Director - Network — Date: 2/18/2016

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

[see following two sheets]

LEGAL DESCRIPTION

Real property in the City of Oroville, County of Butte, State of California, described as follows:

PARCEL I:

WEST 44 FEET OF OUTSIDE LOT 125 AND PART OF OUTSIDE LOT 133 BEGINNING 16 FEET WEST OF NORTHEAST CORNER OF OUTSIDE LOT 114; THENCE NORTHERLY 80.45 FEET; THENCE EAST 60 FEET; THENCE SOUTHERLY 114 FEET TO NORTH LINE OF OUTSIDE LOT 125; THENCE WEST 44 FEET; THENCE NORTH TO NORTHEAST CORNER OF OUTSIDE LOT 114; THENCE WEST TO BEGINNING.

PARCEL II:

THAT PORTION OF THE HEREIN AFTER DESCRIBED PROPERTY LYING NORTH OF THE LEVEE OF THE CITY OF OROVILLE:

THAT PORTION OF OUTSIDE LOT 133 AS SAID LOT IS SHOWN UPON THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN SOUTHERLY LINE OF OUTSIDE LOT 133, BEING 44 FEET EASTERLY OF NORTHWEST CORNER OF OUTSIDE LOT 125; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF OUTSIDE LOT 133; TO NORTHERLY LINE OF OUTISDE LOT 133; THENCE EASTERLY ALONG THE NORTHERLY LINE OF OUTSIDE LOT 133 TO A POINT, DISTANT AT RIGHT ANGLES WESTERLY 32 FEET FROM THE EASTERLY LINE OF OUTSIDE LOT 133 PRODUCED; THENCE SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF OUTSIDE LOT 133 AND DISTANT THEREFROM WESTERLY AT RIGHT ANGLES 32 FEET TO A POINT ON THE SOUTHERLY LINE OF OUTSIDE LOT 133; THENCE WESTERLY ALONG SOUTHERLY LINE OF OUTSIDE LOT 133 TO THE POINT OF BEGINNING.

PARCEL III:

THOSE PORTIONS OF OUTSIDE LOT 132 AND THE EASTERLY 32 FEET OF OUTSIDE LOT 133 LYING NORTH OF THE LEVEE OF THE CITY OF OROVILLE, AS SAID LOTS ARE SHOWN UPON THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA.

PARCEL IV:

ALL THAT CERTAIN REAL PROPERTY BEING OUTSIDE LOT 125 AND 126 OF THE TOWNSITE OF OROVILLE AS RECORDED IN THE OFFICE OF THE RECORDER, COUNTY OF BUTTE, STATE OF CALIFORNIA, IN BOOK 2 OF MAPS, PAGE 174, AND BEING SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 8, TOWNSHIP 19 NORTH, RANGE 4 EAST, M.D.B. & M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID OUTSIDE LOT 126 LYING SOUTHERLY OF THE LEVEE SOUTH RIGHT OF WAY LINE AS RECORDED IN THE OFFICE OF THE RECORDER SAID COUNTY OF BUTTE, BOOK 108, OFFICIAL RECORDS, PAGE 90, AND THE EASTERLY 56 FEET OF SAID OUTSIDE LOT 125.

PARCEL V:

ALL THAT PORTION OF OUTSIDE LOT 132, AS SHOWN ON THE MAP OF THE TOWNSITE OF OROVILLE, WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, IN BOOK 2 OF MAPS, AT PAGE 147, LYING SOUTHERLY OF THE LEVEE SOUTH RIGHT OF WAY LINE, AS DESCRIBED IN THE DEED RECORDED IN BOOK 108 OF DEEDS, AT PAGE 85, RECORDS OF BUTTE COUNTY, CALIFORNIA, AND NORTHERLY OF A LINE PRODUCED EASTERLY, SAID LINE BEING THE PROJECTION OF THE NORTHERLY LINE OF BLOCK 36 OF SAID TOWNSITE, AND THE SOUTHERLY RIGHT OF WAY LINE OF SAFFORD STREET.

APN: 012-031-001 (PCL I-PTN; II-PTN; III-RMNDR) and 012-031-009 (PARCEL IV) and 012-031-011 (PARCEL V)

EXHIBIT "B"

PREMISES & COMMUNICATION FACILITY

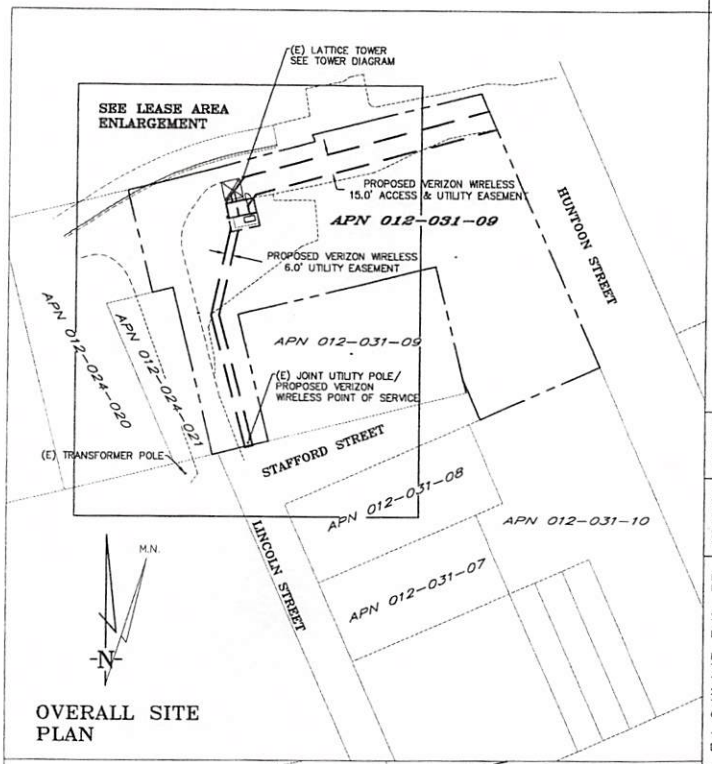
[see following sheet]

LEASE EXHIBIT "B"

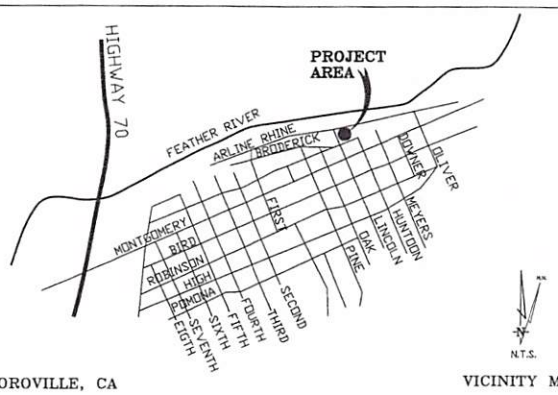
VERIZON WIRELESS
PSL295549
DOWNTOWN OROVILLE

DATE OF SURVEY: 04-30-15
SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEIL, RCE 14803
LOCATED IN THE COUNTY OF BUTTE, STATE OF CALIFORNIA
CONTRACTOR IS RESPONSIBLE TO VERIFY LEASE AREA PRIOR TO CONSTRUCTION.
BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.
ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. N.A.V.D. 88 DATUM. ABOVE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.
N.G.V.D. 1929 CORRECTION: SUBTRACT 2.32' FROM ELEVATIONS SHOWN.

CONTOUR INTERVAL: N.A.
ASSESSOR'S PARCEL NUMBER: 012-031-001
LANDLORD(S): CITY OF OROVILLE
1735 MONTGOMERY
OROVILLE, CA 95965
Latitude: N 39°30'53.22" (NAD83) N 39°30'53.63" (NAD27)
Longitude: W 121°33'29.41" (NAD83) W 121°33'25.52" (NAD27)
ELEVATION of Ground at Structure (NAVD88) 177.5' AMSL
Height of Structure: 154.9' AGL
Overall Height: (Omni Antenna) 162.8' AGL



OVERALL SITE PLAN



OROVILLE, CA — VICINITY MAP

BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED. NO PROPERTY MONUMENTS WERE SET.

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF GEIL ENGINEERING AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE AND CARRIER FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM GEIL ENGINEERING. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH GEIL ENGINEERING WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

DOWNTOWN OROVILLE
LEASE AREA DESCRIPTION

ALL THAT CERTAIN LEASE AREA BEING A PORTION OF OUTSIDE LOT 133 AS SHOWN ON THE "OFFICIAL MAP OF UNSOLD LOTS OF THE OROVILLE TOWNSITE" FILED IN THE OFFICE OF THE RECORDER, BUTTE COUNTY, CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS (1) NORTH 76°05'55" EAST 53.75 FEET AND (2) NORTH 13°54'05" WEST 62.88 FEET FROM THE NORTHWEST CORNER OF OUTSIDE LOT 125 OF THE AFOREMENTIONED PLAT; THENCE FROM SAID POINT OF BEGINNING NORTH 12°16'43" WEST 22.15 FEET; NORTH 77°44'37" EAST 15.94 FEET; THENCE SOUTH 12°15'23" EAST 0.65 FEET; THENCE SOUTH 21°55'07" EAST 4.71 FEET; THENCE SOUTH 77°44'37" WEST 0.65 FEET; THENCE SOUTH 12°15'23" EAST 8.73 FEET; THENCE NORTH 77°44'37" EAST 5.95 FEET; THENCE SOUTH 12°15'23" EAST 10.04 FEET; THENCE SOUTH 77°30'31" WEST 22.02 FEET TO THE POINT OF BEGINNING.

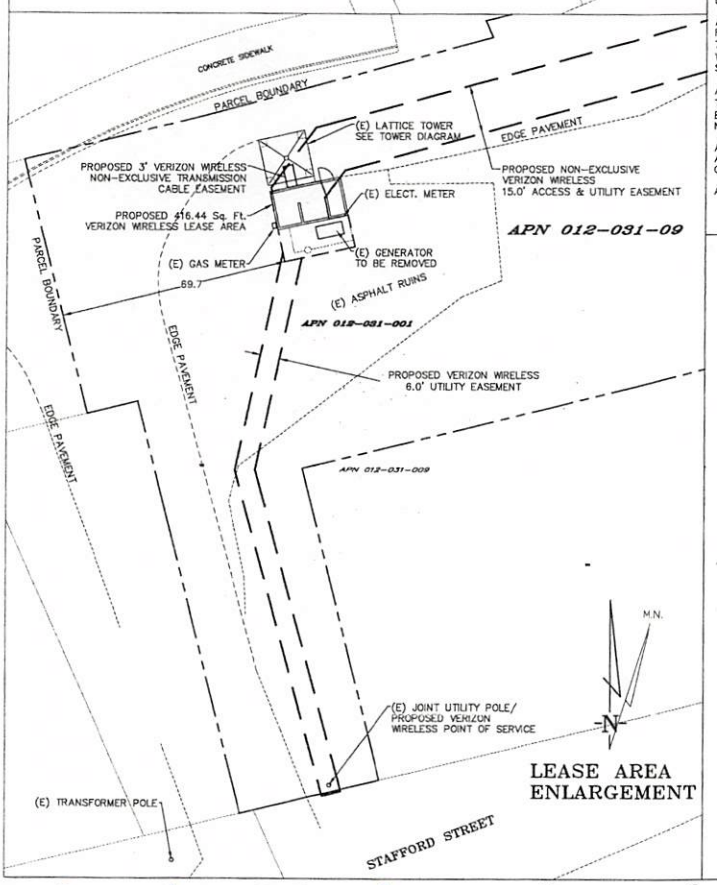
TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES, FIFTEEN FEET IN WIDTH, FROM THE ABOVE DESCRIBED LEASE AREA, OVER AND ACROSS THE EXISTING TRAVELED WAY, TO THE PUBLIC RIGHT OF WAY.

ALSO TOGETHER WITH AN EASEMENT FOR UTILITY PURPOSES, 6.00 FEET IN WIDTH THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF THE ABOVE DESCRIBED LEASE AREA WHICH BEARS NORTH 77°44'37" EAST 2.02 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE FROM SAID POINT OF BEGINNING SOUTH 12°08'25" WEST 65.85 FEET; THENCE SOUTH 14°54'15" EAST 104.5 FEET MORE OR LESS AS NECESSARY FOR CONNECTION OF UTILITY SERVICE.

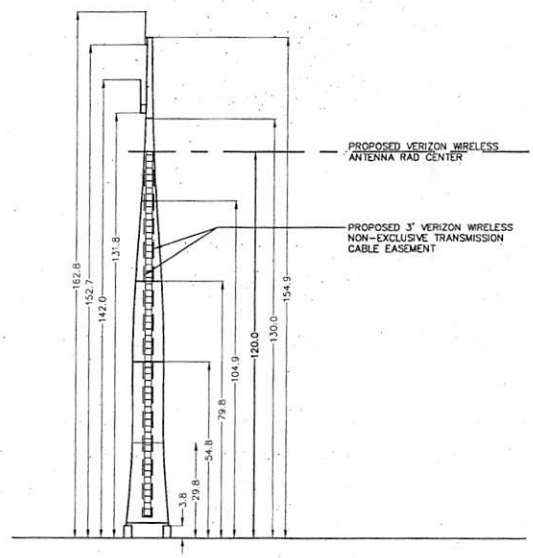
ALSO TOGETHER WITH AN EASEMENT FOR UTILITY PURPOSES 3' IN WIDTH FROM THE ABOVE DESCRIBED LEASE AREA AND RUNNING THENCE OVER AND ACROSS A 2' WIDE ICE BRIDGE AND A 2' WIDE CABLE LADDER AS IS SHOWN HEREON TO AND UP THE EXISTING TOWER; THENCE UP ±115', OVER AND UPON SAID TOWER AS IS NECESSARY TO INSTALL, OPERATE AND MAINTAIN THE NECESSARY EQUIPMENT.

ALSO TOGETHER WITH AN EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS PURPOSES FROM THE ABOVE DESCRIBED LEASE AREA TO THE EXISTING ACCESS ROADWAY; THENCE OVER AND ACROSS SAID ROADWAY TO THE PUBLIC RIGHT OF WAY MORE COMMONLY KNOWN AS STAFFORD STREET.

ALSO TOGETHER WITH A TOWER LEASE AREA AT 120 FEET A.G.L. FOR THE PROPOSED VERIZON WIRELESS ANTENNAS.



LEASE AREA ENLARGEMENT



TOWER LEASE AREA

City of Oroville: 1/5/2016

verizon

May 2, 2024

City of Oroville

ATTN: Brian Ring, City Administrator

Site Name: DOWNTOWN OROVILLE **Site ID: 152405**

Dear Landlord,

I am following up with you regarding our recent telephone conversation setting forth Verizon Wireless's Lease Optimization Program. As discussed during our conversation, Verizon Wireless is interested in making certain modifications to the cell site lease regarding the Verizon Wireless communications facility on your property. These lease modifications will allow the cell site on your property to better meet Verizon Wireless's current operational needs and enhance its long-term value to the overall network.

Criteria for Cell Site Retention

As we discussed, Verizon Wireless would like to include this site in its long-term portfolio under the following terms:

- **New Rent Amount:** $1,500.00 per month, commencing on (9/1/2024)
- **New Rent Escalator:** Ten Percent (10%) every 5 years (next increase on 9/1/2029)
- **Additional Renewal Terms:** Seven (7) additional five (5) year renewal terms

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- **Lump Sum Payment Option**: Provide a one-time lump sum payment of **$360,000.00**. In return, you will grant a Forty (40) year easement on your property.

Additionally, in order to maintain long-term operational flexibility, Verizon Wireless requires that the following language, substantially in the form of the following, be added to the Lease:

Right of First Refusal. If Lessor elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by Lessee, or a larger portion thereof, with or without an assignment of this Agreement to such a third party, Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Lessee fails to meet such bona fide offer within thirty (30) days after written notice thereof from Lessor, Lessor may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third-party offer. For purposes of this Section, any transfer, bequest or devise of Lessor's interest in the Property as a result of the death of Lessor, whether by will or intestate succession, or any conveyance to Lessor's family member by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which Lessee has any right of first refusal.

The foregoing proposal does not constitute a binding offer to amend the lease. No legal obligation is created by this letter or any other written or oral communications until a written amendment to the lease has been signed by both Landlord and Verizon Wireless. Verizon Wireless will continue to abide by the terms of the current lease until an amendment has been executed or the existing lease has been terminated or expires. Verizon Wireless values its affiliation with you and hopes that you choose to secure your site(s) to continue a long and mutually profitable relationship in the years to come.

Sincerely,

Paul Walker
Lease Consultant
Lease Optimization - CENREV

180 Washington Valley Road, Bedminster, NJ 07921

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **FRED MAYO, DIRECTOR OF PUBLIC WORKS**

RE: **BUDGET ADJUSTMENT FOR ADDITIONAL MASTIC TO PREP FOR MYERS AND MONTGOMERY MICRO SURFACING PROJECTS**

DATE: **AUGUST 20, 2024**

SUMMARY

The City Council will consider approving a $100,000.00 budget adjustment for mastic placement along Myers and Montgomery to prepare the road's surfaces for micro surfacing expected to occur this Fall. Funding would come from unspecified road improvements assigned in the FY 2024/25 budget.

DISCUSSION

In April 2024, the Council approved a $200,000 budget adjustment to contract out road repair work – or utilize staff and equipment rental to perform grinding/paving and mastic applications. Public Works staff used mastic to make a number of road repairs around the City. Staff have preliminarily found this product to be very effective in addressing minor roadway repairs.

Resurfacing projects are planned to occur this Fall along Montgomery and Myers Streets. To better prepare the road's surface for micro surfacing, large cracks and potholes should be filled in advance. Myers and Montgomery are both in relatively good shape however aren't entirely without cracks and potholing. Mastic has proven to be a good product for this purpose and is a good option for preparing Montgomery and Myers Streets for micro surfacing before the rainy season.

Staff are seeking to use $100,000 of the $500,000 that has been assigned to "unspeficied road improvements" in the FY 2024/25 budget.

FISCAL IMPACT

Budget adjustment of $100,000 from funds assigned to unspecified road improvements.

ACTION REQUESTED

Approve $100,000.00 budget adjustment to be used for additional mastic placement, focusing on cracking and potholing on Myers and Montgomery Streets (5/7 vote required).

ATTACHMENTS

None

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **JESS DARNELL, ASSISTANT CHIEF OF POLICE**

RE: **AGREEMENT TO PURCHASE PARCEL OF LAND AT 1859 EHMAN STREET, OROVILLE, CA 95966**

DATE: **AUGUST 20, 2024**

SUMMARY

The Council will consider authorizing the purchase parcel of property at 1859 Ehman St., Oroville, CA (also known as parcel 012-212-080—000) to be used for parking expansion at the City of Oroville Public Safety Facility.

DISCUSSION

The Oroville Police Department is seeking to purchase the plot of land at 1859 Ehman Street, Oroville, CA to expand parking for the Public Safety facility. The reason for this desire expansion is to accommodate the growing needs of both the police and fire departments. The current parking facilities are insufficient to handle the increased number of personnel, vehicles, and equipment essential for efficient operations. By acquiring this additional land, the department aims to alleviate parking congestion, improve accessibility for emergency responders, and enhance overall efficiency.

This expansion will also facilitate better engagement with allied law enforcement / fire agencies, as more space will be available for visitors and departmental events. Additionally, the improved infrastructure is expected to support future growth and development, ensuring that the departments can continue to provide high-quality services to the Oroville community. The acquisition aligns with the city's commitment to enhancing public safety and supporting the critical functions of its emergency services.

FISCAL IMPACT

The cost of the property at 1859 Ehman St., Oroville, CA (also known as parcel 012-212-080—000) is $85,000.00. Additionally, the City of Oroville will also pay the commission for the purchasing agent (5% of the purchase price) which comes out to $4,250.00.

Cost of property:	$85,000.00
Commission:	$4,250.00
Total Cost:	**$89,250.00**

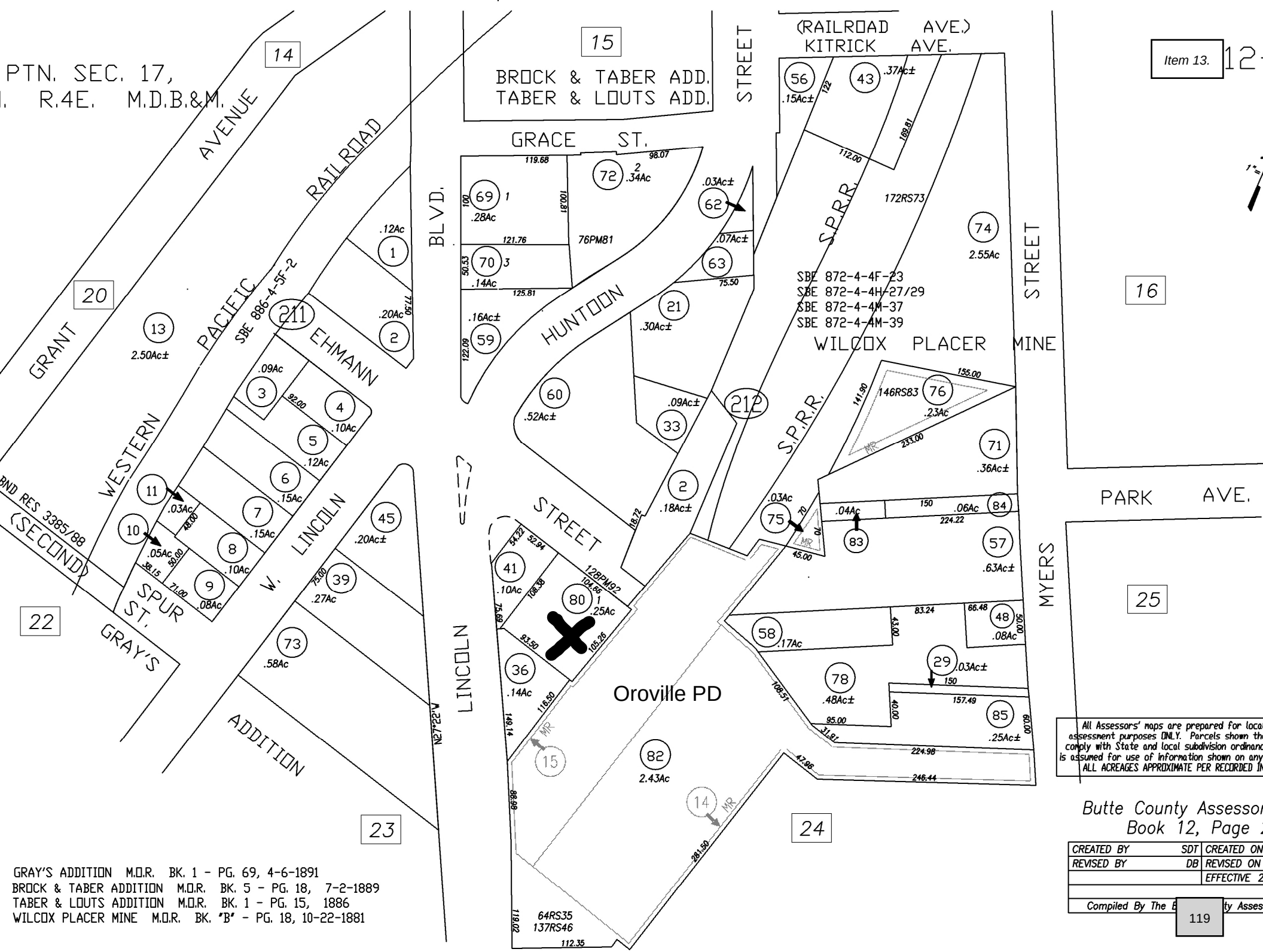
Funding for this will come from the Law Enforcement Impact Fee fund.

RECOMMENDATION

Approve the purchase of parcel of property at 1859 Ehman St., Oroville, CA (also known as parcel 012-212-080—000) and authorize staff to sign all applicable paperwork.

ATTACHMENTS

1. Parcel Map
2. Tax Rolls for 1859 Ehman St., Oroville, CA
3. Copy of Single Party Compensation Agreement



GRAY'S ADDITION M.O.R. BK. 1 - PG. 69, 4-6-1891
BROCK & TABER ADDITION M.O.R. BK. 5 - PG. 18, 7-2-1889
TABER & LOUTS ADDITION M.O.R. BK. 1 - PG. 15, 1886
WILCOX PLACER MINE M.O.R. BK. "B" - PG. 18, 10-22-1881

All Assessors' maps are prepared for local assessment purposes ONLY. Parcels shown th comply with State and local subdivision ordinanc is assumed for use of information shown on any ALL ACREAGES APPROXIMATE PER RECORDED I

Butte County Assesso
Book 12, Page

CREATED BY	SDT	CREATED ON	
REVISED BY	DB	REVISED ON	
		EFFECTIVE	2

Compiled By The B ty Asses

012-212-080-000, CA, Butte County

APN: 012-212-080-000 CLIP: 2323423753

Beds	Full Baths	Half Baths	Sale Price	Sale Date
N/A	**N/A**	**N/A**	**N/A**	**N/A**
Bldg Sq Ft	**Lot Sq Ft**	**Yr Built**	**Type**	
N/A	**10,890**	**N/A**	**COML LOT**	

OWNER INFORMATION

Owner Name	**Dirks Angelina**	Tax Billing City & State	**Oroville, CA**
Owner Name 2	**Dirks Donald D Jr**	Tax Billing Zip	**95965**
Mail Owner Name	**Angelina & Donald D Dirks**	Tax Billing Zip+4	**4946**
Tax Billing Address	**2160 Montgomery St**		

COMMUNITY INSIGHTS

Median Home Value	**$293,654**	School District	**OROVILLE CITY ELEMENTARY**
Median Home Value Rating	**4 / 10**	Family Friendly Score	**7 / 100**
Total Crime Risk Score (for the neighborhood, relative to the nation)	**3 / 100**	Walkable Score	**76 / 100**
Total Incidents (1 yr)	**377**	Q1 Home Price Forecast	**$288,906**
Standardized Test Rank	**39 / 100**	Last 2 Yr Home Appreciation	**7%**

LOCATION INFORMATION

School District	**Oroville Un**	Neighborhood Code	**012-012**
Comm College District Code	**Butte Jt**	Within 250 Feet of Multiple Flood Zone	**No**

TAX INFORMATION

APN	**012-212-080-000**	Lot	**5, 6**
Tax Area	**004003**	Block	**12**
Legal Description	**1859 EHMANN ST**		

ASSESSMENT & TAX

Assessment Year	2023	2022	2021
Assessed Value - Total	**$28,136**	**$27,585**	**$27,045**
Assessed Value - Land	**$28,136**	**$27,585**	**$27,045**
YOY Assessed Change ($)	**$551**	**$540**	
YOY Assessed Change (%)	**2%**	**2%**	

Tax Year	Total Tax	Change ($)	Change (%)
2021	**$295**		
2022	**$301**	**$6**	**2.08%**
2023	**$313**	**$12**	**4.01%**

Special Assessment	Tax Amount
Butte Mosquito Vector Disease	**$3.14**
Oro High Dist Bond 2008	**$4.82**
Butte College Election 2002	**$5.02**
Butte College Election 2016	**$5.34**
Ouhsd Election 2002	**$5.52**
Oroville Elementary Bond 2002	**$5.94**
Total Of Special Assessment	**$31.62**

CHARACTERISTICS

County Land Use	**Vacant - Commercial Property**	Lot Acres	**0.25**
Universal Land Use	**Commercial Lot**	Lot Area	**10,890**

SELL SCORE

Value As Of	**2024-07-28 04:32:21**		

LAST MARKET SALE & SALES HISTORY

Owner Name	**Dirks Angelina**	Owner Name 2	**Dirks Donald D Jr**

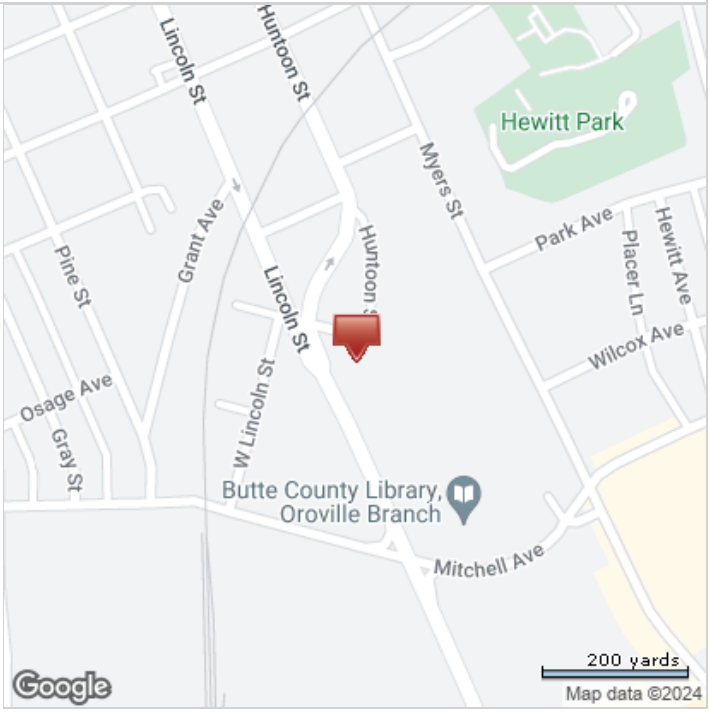
Recording Date	06/06/2012	02/03/2010

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Sale Date	**06/01/2012**	**01/18/2010**	
Nominal	**Y**	**Y**	
Buyer Name	**Dirks Angelina L Trust**	**Dirks Donald D Jr Trust**	**Dirks Donald D**
Seller Name	**Dirks Angelina L**	**Dirks Donald D Jr**	
Document Number	**20719**	**3595**	**43677**
Document Type	**Gift Deed**	**Gift Deed**	**Deed (Reg)**

PROPERTY MAP





*Lot Dimensions are Estimated

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

CALIFORNIA ASSOCIATION OF REALTORS®

SINGLE PARTY COMPENSATION AGREEMENT

(C.A.R. Form SP, Revised 6/24)

Date Prepared: July 31, 2024

City of Oroville ("Principal") and Better Homes and Gardens Real Estate Welcome Home ("Broker") agree as follows, with regard to the real property in the City of Oroville, County of Butte, California, described as follows: 012-212-080-000 ("Property").

1. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between the Principal and Broker.

Principal agrees to pay Broker, irrespective of agency relationships, either [X] 5.000 percent of the sales price or total rents for the original term of the lease; or [ ] $_____, as follows:

A. If Principal enters into an agreement with Donald D. Dirks Jr. and Angelina Dirks ("Other Party") to purchase, sell, lease, or exchange the Property during the period commencing on (date) 05/14/2024 and expiring at 11:59 P.M. on (date) 11/14/2024 ("Compensation Period"), provided Other Party completes the transaction or is prevented from doing so by Principal, or in the case of a lease enters possession;

B. Other Party includes any person or entity related to Other Party, or who in any manner acts in Other Party's behalf, including, if Other Party is a corporation, limited liability company, or partnership, any person or entity in which Other Party has a legal or beneficial interest, or which has a legal or beneficial interest in Other Party.

C. Principal hereby irrevocably assigns to Broker the above compensation from Principal's funds and proceeds in escrow, if applicable.

D. In event of an exchange, Broker will disclose if Broker is also collecting compensation from additional parties.

E. Principal warrants that Principal has no obligation to pay compensation to any other broker regarding the purchase, sale, exchange, or lease of Property.

F. This Agreement shall remain binding, even if, during Compensation Period, Principal enters into a listing agreement with any broker to sell or lease the Property or a representation agreement to buy or lease the Property.

2. AGENCY RELATIONSHIPS:

A. DISCLOSURE: If the Property includes residential property, commercial property, or a mobile home, and is being sold, or leased for a period exceeding one year, Broker acting as an agent for the Principal shall give Principal an agency disclosure form prior to presenting an offer to purchase or lease.

B. REPRESENTATION: (Check one) In the transaction:

1. [ ] Broker will act as agent for Principal exclusively in any resulting transaction.
2. [X] Broker will act as dual agent representing both Principal and Other Party in any resulting transaction. Principal understands and agrees that: a dual agent may not, without the express permission of the respective party, disclose to Other Party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Principal or Other Party's willingness to accept a price less than the listing price or willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
3. [ ] Broker will act as agent for Other Party exclusively in any resulting transaction. Principal agrees and understands that all acts of Broker, even those that assist Principal in performing or completing any of Principal's contractual or legal obligations, are intended for the benefit of Other Party exclusively. Principal is advised to seek real estate, legal, tax, insurance and all other desired assistance from other appropriate professionals.

C. This Agreement does not require Broker to solicit offers on the Property from Other Party, nor does it authorize Broker to solicit offers from any other person or entity.

D. CONFIRMATION: Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.

E. POTENTIALLY COMPETING SELLERS AND BUYERS: Principal understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Property. Principal consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Principal acknowledges receipt of a [X] "Possible Representation of More than One Buyer or Seller – Disclosure and Consent" (C.A.R. Form PRBS).

F. TERMINATION OF AGENCY RELATIONSHIP: Principal acknowledges and agrees that the representation duties of, and agency relationship with, Broker terminate at the expiration of this Agreement or, if it occurs first, the completion of any transaction specified in this Agreement.

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BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS

WHAT IS AN MLS? The MLS is a database of properties for sale or lease that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Principal's property is offered for sale or lease. It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

EXPOSURE TO BUYERS AND TENANTS THROUGH MLS: Listing property with an MLS exposes a Principal's property to all real estate agents and brokers (and their potential buyer or tenant clients) who are participants or subscribers to the MLS or a reciprocating MLS.

CLOSED/PRIVATE LISTING CLUBS OR GROUPS: Closed or private listing clubs or groups are not the same as the MLS. The MLS referred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed listing clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network - and excluding it from the MLS - is advantageous or disadvantageous to a Principal, and why, should be discussed with the agent taking the Principal's listing.

NOT LISTING PROPERTY IN A LOCAL MLS: If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and buyers or tenants they represent looking for property in the neighborhood, may not be aware the Property is for sale or lease.

OPTING OUT OF MLS: If Principal elects to exclude the Property from the MLS, Principal understands and acknowledges that: (a) real estate agents and brokers from other real estate offices, and their buyer or tenant clients, who have access to that MLS may not be aware that Principal's Property is offered for sale or lease; (b) Information about Principal's Property will not be transmitted to various real estate Internet sites that are used by the public to search for property listings; (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Principal is marketing the Property.

REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

PRESENTING ALL OFFERS: Principal understands that Broker must present all offers received for Principal's Property unless Principal gives Broker written instructions to the contrary.

AUTHORITY TO ENTER IN MLS AFTER CLOSE OF ESCROW: Principal gives Broker authority to enter Property in MLS after close of escrow to establish comparable sales or lease data or otherwise comply with MLS rules.

Principal's Initials JV / _____ **Broker's/Agent's Initials** EF / _____

3. **MLS AND IMAGES:** All terms of the transaction, including sales price and financing, may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing information related to the transaction, as allowed or required by the Broker's MLS. Seller further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images and other information related to the transaction for advertising, including post sale and for Broker/Agent's business in the future.
4. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
5. **APPLICABLE LAWS:** Principal agrees to comply with all applicable federal, state and local laws and regulations regarding sale or lease of Property.
6. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Principal and Broker arising out of this Agreement, Principal or Broker are each responsible for paying their own attorney fees and costs except as provided in **paragraph 7A**.
7. **DISPUTE RESOLUTION:**
   A. **MEDIATION:** (1) Principal and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party (the non-mediating party) (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then if the non-mediating party is the losing party in any such action, the prevailing party in such action shall be entitled to recover attorney fees from the non-mediating party, notwithstanding the terms in **paragraph 6**. (4) Exclusions from this mediation agreement are specified in **paragraph 7B.**
   B. **ADDITIONAL MEDIATION TERMS: The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.**
   C. **ARBITRATION ADVISORY: If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).**
8. **OTHER TERMS AND CONDITIONS:** _____

OR ☐ See Brokerage Addendum

9. **MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within **5 Days** after its execution.
10. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Principal and Principal's successors and assigns.
11. **ENTIRE CONTRACT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.
12. **LEGALLY AUTHORIZED SIGNER**: Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall deliver to Broker, within **3 Days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

By signing below, Principal acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Agreement.

☒ **ENTITY PRINCIPALS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) One or more Principals is a trust, corporation, LLC, probate estate, partnership, other entity or holds a power of attorney.
(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 12** for additional terms.
(3) The name(s) of the Legally Authorized Signer(s) is: _____, Jess Darnell .
(4) A. If a trust, identify Principal as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
B. If Property is sold under the jurisdiction of a probate court, identify Principal as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
(5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____
_____.

PRINCIPAL SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of PRINCIPAL: _____
☒ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
(Signature) By, Jess Darnell 62BA7ADA0EEE42F... Date: 8/1/2024 | 8:20 AM P
Printed name of PRINCIPAL: City of Oroville
☒ Printed Name of Legally Authorized Signer: Jess Darnell Title, if applicable, _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) Better Homes and Gardens Real Estate Welcome Home DRE Lic. # 01950098
Address 1453 Downer St Suite B City Oroville State CA Zip _____
By Signed by: Evie Feldman A20249DE4896444... Tel. _____ E-mail eviefeldman530@gmail.com DRE Lic. # 01318939 Date 7/31/2024 | 6:10 PI
Evie Feldman
By _____ Tel. _____ E-mail _____ DRE Lic. # _____ Date _____

☐ Two Brokers with different companies are co-representing Principal. Co-representing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/23)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   E. OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   B. Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchas they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. **EXAMPLES OF POSITIVE PRACTICES:**
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. **FAIR HOUSING RESOURCES**: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. **LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant Docusigned by: Jess Darnell 62BA7ADA0EEE42F... **Oroville Police Department** Date 8/1/2024 | 8:20 AM PDT

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ **Donald D Dirks Jr** Date _____

Seller/Housing Provider _____ **Angelina Dirks** Date _____

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CITY OF OROVILLE
STAFF REPORT

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

FROM: **BILL LAGRONE, CHIEF OF POLICE**

RE: **AUTHORIZATION TO PURCHASE EMERGENCY EQUIPMENT AND INSTALLATION OF EMERGENCY EQUIPMENT IN NEW POLICE VEHICLES**

DATE: **AUGUST 20, 2024**

SUMMARY:

The Council will consider authorizing the expenditure of funds previously authorized in the FY 2024 / 2025 budget for the purchase and installation of Emergency Equipment in (5) five new Police vehicles.

DISCUSSION:

The Police Department recently ordered five (5) new Police vehicles, previously authorized by the City Council in the FR 2024/25 budget. These new vehicles will be outfitted as patrol vehicles requiring emergency equipment. The new equipment will include all necessary lighting, sirens, antennas, radios, vehicle camera systems, prisoner cages, hard plastic rear seats, and cargo boxes. The bid also includes installation, shipping and taxes associated with this project. Two quotes were obtained for the purchase and installation of this equipment. The quotes were from the two companies that have been doing these types of installations for the Police Department, for the past several years. A third quote was requested; however the third company was unresponsive. The bid from Sutter Buttes Communication in the amount of $23,200.03 per marked patrol unit, was the least expensive. See attached open market purchase form for additional details of per vehicle pricing.

The total cost of this project to equip all five (5) vehicles will be $116,000.15.

In the prior fiscal year, 15 new patrol vehicles were received. The vehicles were ordered over a three-year period; however, the manufacturer was unable to deliver the vehicles do to supply chain shortages. Once these vehicles were received, they were upfitted with emergency equipment. The cargo boxes (12) used for patrol car

organization, evidence security and electronic protection were not initially ordered – and have since been ordered, received and installed. The cost of the cargo boxes $27,348.75, exceeded the funding available for the project. The funding necessary to cover this cost however is available in FY 2024/2025 budget under the allocation for vehicle purchases.

The actual cost of the new patrol vehicles is $290,485.10. The budgeted amount was $375,000.00, after the purchase of the vehicles a balance of $84,514.90 is available for emergency equipment purchase. Due to the short fall in funding the Police department will forego the purchase of an additional vehicle budgeted this fiscal year. The funding allocated for the purchase of the additional vehicle (a transit van) - $75,000.00) along with the funding allocated for the patrol vehicle purchase ($84,514.90) will provide adequate funding ($159,514.90) for the purchase of the new emergency equipment and for the cargo boxes for last fiscal years vehicles.

FISCAL IMPACT:

Funding for this project is provided in the FY2024 / 2025 budget.

RECOMMENDATION:

1. Authorize the purchase of the emergency vehicle equipment and installation of the emergency equipment by Sutter Buttes Communication for a total price of $116,000.15.
2. Authorize the reallocation of previously allocated funding for one transit van to be utilized for the purpose of funding emergency equipment upfitting, and purchase of prior year vehicle cargo box purchase. ($27,348.75)

ATTACHMENTS:

1. Quote from Sutter Buttes Communication
2. Quote from Leer Auto
3. Open Market purchase form



Sales Quote

631 North Market Blvd, Suite N Sacramento, CA 95834
Phone: 916-407-1888 Fax: 916-646-6656

Quote Number: 48690
Document Date: 8/8/2024
Terms: Net 30
Payment Method:

Sell To: City of Oroville
Tyson Pardee
1735 Montgomery St
Oroville, CA 95965
Phone:

Ship To: City of Oroville
Tyson Pardee
1735 Montgomery St
Oroville, CA 95965
Phone:

Ship Via
Tax Ident. Type Legal Entity

Customer ID 55155
SalesPerson Steve Adair

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
	2025 Utility Patrol				
	Front End Equipment				
BK2017ITU20	Setina, PB450L2 Aluminum Push Bumper 2 Lt Ion	Setina	1	689.25	689.25
EX0011	Patrol Power Harness Front Mt. Utility 2020+ (03-0211)	Patrol Power	1	748.50	748.50
SAK66D	Whelen Speaker Bracket-D/S Utility 2020+	Whelen	1	30.60	30.60
CEM16	Whelen Core WCX 16 Output Expansion Module	Whelen	1	171.60	171.60
TSA/STC254	Superior Signals, 25' Jumper Cable Kit w/ 5' Harness	Superior Signals	1	252.40	252.40
I	Installation Charges	Labor Items	8	125.00	1,000.00
	OEM OPTIONS - FRONT HEADLAMP SOLUTION AND WIG-WAG				
	Roof Equipment				
EB2DEDE-LEHR	Whelen 54" Legacy Bar DUO WCX	Whelen	1	2,265.00	2,265.00
	correct size for the 2025 PIU is 54 inch lighbar				
STPKT105	Whelen, Lightbar Strap Kit, Fits 2020-25 Utility	Whelen	1		
NMO-K-DS	3/4" Hole NMO Style Mount w/17' DS Coax	Misc Radio Parts	3	29.64	88.92
ROOF-FT-NITI-18	STI-CO, 136-1000MHZ Antenna Roof Mount 18"	Sti-Co	3	99.00	297.00
SH-IN2440	Panorma 5-In-1 Sharkee Antenna 2LTE 2Wifi 1GPS	Panorama	1	432.57	432.57
	PROMO				
I	Installation Charges	Labor Items	3.5	125.00	437.50
	Drivers Compartment Equipment				
7170-0734-08	Gamber-Johnson, Low Profile Console Box	Gamber Johnson	1	561.40	561.40
	BOM				
7160-0321	Gamber-Johnson 3" Face Plate, 1-Piece XTL & APX	Gamber Johnson	1		
7160-0339	Gamber-Johnson, 4" Face Plate Cencom	Gamber Johnson	1		
3130-0152	Gamber-Johnson, 1/2" Filler Panel	Gamber Johnson	1		

Sales Quote

631 North Market Blvd, Suite N Sacramento, CA 95834
Phone: 916-407-1888 Fax: 916-646-6656

Quote Number: 48690
Document Date: 8/8/2024
Terms: Net 30
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1735 Montgomery St
Oroville, CA 95965
Phone:

Ship Via
Tax Ident. Type Legal Entity

Customer ID 55155
SalesPerson Steve Adair

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
3130-0153	Gamber-Johnson 1" Filler Panel	Gamber Johnson	1		
3130-0154	Gamber-Johnson, 2" Filler Panel	Gamber Johnson	1		
3130-0154	Gamber-Johnson, 2" Filler Panel	Gamber Johnson	1		
3130-0155	Gamber-Johnson, 3" Filler Panel	Gamber Johnson	1		
7160-0924	Gamber-Johnson, Deep Pocket	Gamber Johnson	1	46.90	46.90
C-USB-3	Havis, USB-C & USB Type A Dual Port Charger	Havis	1	69.30	69.30
091-250-12	Kussmaul, Mini Battery Voltage Meter, 12V	Kussmaul	1	108.84	108.84
7170-0551-00	Gamber-Johnson, Dell Lat Laptop Dock w/90W Power Supply (No Rf)	Gamber Johnson	1	831.60	831.60
7160-1216-09	Gamber-Johnson Mongoose XLE 9" Motion Attachment	Gamber Johnson	1	413.00	413.00
7110-1213	Gamber-Johnson, Dell Latitude Rugged Laptop Docking St Screen Supp	Gamber Johnson	1	49.00	49.00
7160-0826	Gamber-Johnson, Adjustable Mic Clip	Gamber Johnson	2	37.80	75.60
MMSU-1	Mag Mic Magnetic Mic Kit	Magnetic Mic	2	39.95	79.90
GK10342UHK	Setina Dual T-Rail Mount, 2 Universal XL Lock w/Handcuff Key	Setina	1	456.75	456.75
C399	Whelen Cencom Core WCX Remote Siren & Control Center	Whelen	1	1,079.00	1,079.00
C399K7	Whelen OBDII Canport Kit 2025 Ford PIU	Whelen	1		
CCTL7	Whelen Core WCX 21 Push-Buttons & 4-Position Slide Control Head	Whelen	1		
RLN6434B	Radio, Motorola Apx Radio Travel Charger	Misc Radio Parts	1	135.00	135.00
	PROMO				
I	Installation Charges	Labor Items	12	125.00	1,500.00
	Prisoner Compartment Equipment				
PK1148ITU20TM	Setina #8XL 75/25 Coated Poly Partition	Setina	1	711.75	711.75
QK0635ITU20	Setina Repl Seat w/Center Pull Belts & 12VS Rear Partiton	Setina	1	1,229.25	1,229.25
	BOM				
WK0514ITU20H	Setina, Window Barriers VS Steel Horizontal 20 Utility	Setina	1	246.75	246.75

Sales Quote

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Phone:

Ship Via
Tax Ident. Type Legal Entity

Customer ID 55155
SalesPerson Steve Adair

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
DK0100ITU20	Setina TPO Door Panels, Black, 2020-24 Utility	Setina	1	246.75	246.75
QK0491ITU20	Setina TPO Floor Pan, Fits 2020-24 Interceptor Utility	Setina	1	209.25	209.25
I	Installation Charges	Labor Items	8.5	125.00	1,062.50
	Back End Equipment				
VTX609R	Whelen Vertex Super-LED Omni Directional Lighthead Red PROMO	Whelen	1	87.99	87.99
VTX609B	Whelen Vertex Super-LED Omni Directional Lighthead Blue PROMO	Whelen	1	87.99	87.99
TK1418ITU20	Setina, EZ Lift Dual Drawer Sys w/Radio Tray-(2) Simplex Locks	Setina	1	2,991.75	2,991.75
WK0040ITU20	Setina Cargo Window Barrier 3 Piece, Fits 2020-24 Utility	Setina	1	366.75	366.75
60CREGCS	Whelen 12 Diode Interior Light, 6" Round Surface Mount Split Red/White Dome light for tail gate	Whelen	1	151.20	151.20
I	Installation Charges	Labor Items	2	125.00	250.00
I	Installation Charges	Labor Items	14	125.00	1,750.00
INSTALL	Install Materials /Wire/loom/fuses and supplies	Service Items	1	260.00	260.00
F	Shipping Charges PLACER COUNTY CONTRACT # SCN106312 VALID THROUGH 9-30- 2024 Labor for new First Responder Vehicles is Taxable in California as per CA State Tax regulations all pricing is based offf Placer County Piggy-Back contract number above	Service Items	1	325.00	325.00

Agency Approval

Name: _____

Auth. Signature: _____

Amount Subject to Sales Tax
21471.56
Amount Exempt from Sales Tax
325.00

Subtotal:	**21,796.56**
Total Sales Tax:	1771.52
Total:	**23,568.08**

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Sutter Buttes Communications, Inc.

Quote

445 Palora Avenue
Yuba City, Ca. 95991

Shop: (530) 673-3475
Toll Free: (800) 300-0054

Customer: Oroville PD
Address:

Attention: Khan
Re: Cargo Boxes for Patrol Units
Fax:
Phone:
Email:

Quote # AW42224-3
Quote Date 4/22/2024

YOUR ORDER NO.
TERMS Net 30
SERVICE REP
SALES REP Andrew Welch
F.O.B.
Quote Valid For: 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
11	Setina Dual Drawer Cargo System (601-611) – TK0241ITU20	1,600.00	$17,600.00
1	Setina Dual Drawer Cargo System (509) – TK0241ITU12	1,540.00	$1,540.00
12	Setina Equipment Drawer – TPA9289	350.00	$4,200.00
1	Setina Freestanding Leg Kit (600) – TF0292ITU20	270.00	$270.00
1	Setina Freestanding Leg Kit (509) – TF2234ITU12	90.00	$90.00
12	Misc. Wire, Loom, Connectors, Wood. Etc.	150.00	$1,800.00

Notes: This proposal covers the installation of 12 Setina cargo boxes into 12 existing vehicles. Labor will be charged per hour at $120 and be roughly $1500 per vehicle. Some may be more, some may be less depending on how much slack in current wiring was left for SBC to move all the equipment into the equipment drawer. Scope of work to be done at SBC over a 2 day period per vehicle. Please allow 10-12 weeks for equipment delivery.

Parts	25,500.00
Labor	TBD T&M
Sales Tax (7.25%)	1,848.75
Estimated S/H	TBD
	$27,348.75
	AMOUNT

Please note that freight is estimated.
Final invoice will reflect actual shipping.

DIRECT ALL INQUIRIES TO:
Name Andrew Welch
Phone 530-673-3475
e-mail: awelch@sutterbuttescomm.com

THANK YOU FOR YOUR BUSINESS!

File: Oroville PD Cargo Box Quote AW42224-3

Printed: 4/22/2024

Sutter Buttes Communications,Inc.

Proposal

445 Palora Avenue
Yuba City, Ca. 95991
Ofc. (530) 673-3475

Fax: (530) 673-1085
Toll Free: (800) 300-0054

Customer: Oroville PD
Attention: Khan
Re: Ford Utility Patrol for 2025 (5)
Fax:
Phone:
Email:

Proposal Date	8/2/2024
QUOTE #	AW080224-1
TERMS	
SALES REP	Andrew Welch
SHIPPED VIA	
F.O.B.	
Proposal Valid For:	60 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
5	**Oroville Police Department SUV Parts/Equipment:** (Please refer to attachment containing parts for installation) Pricing includes the installation of radio equipment into vehicle at the time of emergency equipment installation. *Radio communications equipment will be installed by certified radio communications technicians. Antenna and Radio will both be tested and aligned/optimized if necessary. Radio Programming, Unit ID/Emergency Button ID's will be updated. AES "secure"* operations will be verified and tested. **Labor Breakdown** $4500 x 5 = $22500	16,690.00	$83,450.00

Notes: This proposal covers the purchase and installation of listed equipment plus one radio quoted separately. This will also include installation of Axon camera system. Scope of work to be done at SBC over a 5-7 day period per vehicle. SBC will honor all manufacturer's warranties and will cover labor for 6 years. Please allow around 20 weeks for delivery of parts.	SUBTOTAL	83,450.00
	TAX @7.25%	6,050.13
	LABOR	22,500.00
	EST. FREIGHT	4,000.00
		$116,000.13
		PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Name Andrew Welch
Phone 530-673-3475
e-mail: awelch@sutterbuttescomm.com

Please note that freight is estimated
Final invoice will reflect actual shipping charges.

THANK YOU FOR YOUR BUSINESS!

File: OPD 2025 Utility Build Quote AW080224-1

Printed: 8/2/2024

Customer Name: Oroville PD

8/2/2024

Vehicle: 2025 Ford PI Utility

QTY	MANUFCTR	PART#	DESCRIPTION	PRICE	Ext. Price
1	Whelen	EB8DEDE	Legacy WCX Duo LED Lightbar	$2,600.00	$2,600.00
1	Whelen	STPKT105	Strap Kit For	$0.00	$0.00
1	Whelen	C399/CCTL7/C399SP	Core Siren/ Lightbar Controller w/ ODBII Cable	$1,350.00	$1,350.00
1	Setina	BK2017ITU20	Push Bumper w/ 2 ION Lights	$760.00	$760.00
1	Gamber Johnson	7170-0734-08	Utility Specific Console/Cop Holder/Arm Rest	$520.00	$520.00
1	Gamber Johnson	7160-0924	Open Face Storage Pocket	$45.00	$45.00
1	Havis	C-USB-3/091-50-12	USB Ports/Voltage Display	$195.00	$195.00
1	Gamber Johnson	7170-0551-00	5430 Dock	$770.00	$770.00
1	Gamber Johnson	7160-1216-09	Dock Swing Arm	$385.00	$385.00
1	Gamber Johnson	7110-1213	Laptop Screen Support	$45.00	$45.00
2	Gamber Johnson	7160-0826	Mic Clip Bracket	$35.00	$70.00
2	Innovative Products	MMSU-1	Magnetic Mic Clip	$35.00	$70.00
1	Patrol Power	EX0011	Utility Specific Fuse Block/Wire Harness Package	$715.00	$715.00
1	Setina	PK1148ITU20TM	Utility Specific Prisoner Partition	$785.00	$785.00
1	Setina	GK10342UHK	AR/870 Dual Weapon System with Handcuff Key	$500.00	$500.00
1	Setina	QK0635ITU20	Utility Specific Cargo Partition w/ Prisoner Seat	$1,310.00	$1,310.00
1	Setina	WK0514ITU20H	Steel Rear Window Protection	$270.00	$270.00
1	Setina	QK0100ITU20	TPO Rear Door Cover	$270.00	$270.00
1	Setina	QK0491ITU20	TPO Floor Pan	$230.00	$230.00
1	Whelen	SA315P	100 Watt Siren Speaker	$215.00	$215.00
1	Whelen	SAK66D	Siren Speaker Bracket	$40.00	$40.00
2	Feniex	B/W R/W	Blue LED Light for Reverse Light Area	$100.00	$200.00
1	Whelen	60CREGCS	LED Dome Light for Tailgate (Red/White)	$180.00	$180.00
1	SSI	STC254	Jump Start Cable Assembly	$255.00	$255.00
1	Setina	TK1418ITU20	Cargo System w/ 2 Drawers and Floor Lift	$3,285.00	$3,285.00
1	Setina	WK0040ITU20	Cargo Area Window Guard Set of 3	$405.00	$405.00
3	Sti-Co	Flexwhip	Flexwhip Antenna Kit	$80.00	$240.00
1	SBC	N/A	Fuse Package	$30.00	$30.00
1	SBC	N/A	Misc. Hardware, Loom, Connectors, Wire, Etc.	$200.00	$200.00
1	Motorola	RLN6434B	APX Portable Travel Charger	$105.00	$105.00
1	Panorama	SH-IN2440	Sharkee 5 in 1 Modem Antenna	$445.00	$445.00
1	Whelen	CEM16	Output Expansion Module	$200.00	$200.00
				Total=	$16,690.00

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **JESS DARNELL, ASSISTANT CHIEF OF POLICE**

RE: **CONTRACT FOR CONTINUED CHILD ABUSE INVESTIGATIVE SERVICES WITH THE BUTTE COUNTY DISTRICT ATTORNEY**

DATE: **AUGUST 20, 2024**

SUMMARY

The Council will consider a new contract with the Butte County District Attorney's Office to continue investigative services for specific child abuse cases.

DISCUSSION

Currently the Oroville Police Department staffing allows for one full time Detective. The current Detective is consistently working at or above capacity. Due to the staffing shortages, it is necessary to seek alternative ways to complete investigations. One such option is to contract for support services for specific types of investigations. One of our partners the Butte County District Attorney's Office has the capacity at this time to support specific investigations related to child abuse. The City and County initially entered into an agreement on February 21, 2023 and desire to enter into a new agreement.

This opportunity not only provides additional investigators to augment our depleted staff, but also provides limited training for our staff regarding these types of crimes. The proposed contract is adjustable to meet the demands of the investigations. The minimum amount for this contract is $220,000.00 annually for one full time investigator, to include all overhead and supervision necessary. If the Department experiences a large influx of these types of crimes the contract will be adjustable up to two full time investigators to include all overhead and supervision necessary in an amount not to exceed $400,000.00 annually. This contract can be cancelled by either party with proper notice.

FISCAL IMPACT

Funding for this contract will come from the salary budget of the Oroville Police Department for fiscal year 2024/2025 budget in an amount not to exceed $400,000

RECOMMENDATION

Adopt resolution approving agreement with the Butte County District Attorney's Office for investigative services in an amount not to exceed $400,000 and authorize the Mayor to sign.

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF BUTTE
THROUGH THE BUTTE COUNTY DISTRICT ATTORNEY'S OFFICE
AND
CITY OF OROVILLE
FOR
INVESTIGATIVE SERVICES

This Memorandum of Understanding (MOU) is an agreement by and between the County of Butte, a political subdivision of the State of California, through The Butte County District Attorney's Office, herein referred to as "COUNTY", and the City of Oroville, through The Oroville Police Department, herein referred to as "CITY".

RECITALS:

a. COUNTY has specially trained, experienced and competent investigators, through the COUNTY, to investigate and collect evidence for the prosecution of criminal cases of child abuse for the CITY as agreed to by this Agreement; and

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

c. CITY desires to engage COUNTY to render professional services as set forth in this Agreement.

I. PURPOSE OF MOU:

a. This MOU sets forth the terms upon which COUNTY has agreed to provide temporary child abuse investigative services to CITY, due to continued officer shortages.

II. SCOPE OF SERVICES:

a. COUNTY shall provide child abuse investigative services to CITY on a case referral basis, utilizing a combination of COUNTY personnel, to include a specifically designated investigator, and/or any other staff members deemed appropriate by COUNTY. This term shall not be construed as requiring COUNTY to have investigative personnel stationed and/or responding to the area contained within the geographical boundaries of the CITY on a twenty-four (24) hour, seven (7) day per week basis, but only according to the scope of services outlined in "Exhibit 1-Scope of Services" attached here to and incorporated herein

b. .

i. Supervision/Administrative Support— COUNTY will provide the direct supervision of all COUNTY personnel providing services pursuant to this agreement. COUNTY will designate a COUNTY point of contact for the CITY, who will work cooperatively with CITY detective staff and other CITY management, to address issues and concerns and provide support as deemed necessary and appropriate by COUNTY.

1. COUNTY shall provide, upon request, CITY with a summary report, detailing the quantity and complexity of case referrals relating to this agreement.

b. COUNTY shall provide staff performing services pursuant to this agreement with all required law enforcement equipment, supplies and training necessary to perform the services.

c. COUNTY will temporarily enter evidence into the COUNTY evidence system, however CITY shall provide evidence storage for all items of evidence related to an investigation pursuant this MOU.

d. Upon completion of an investigation, COUNTY will provide an investigative packet of all relevant reports, documents, evidence and any other material, notwithstanding work product or notes, to CITY to be retained pursuant their document retention policies.

e. When appropriate, COUNTY will request criminal charges and make any arrests on cases investigated by COUNTY.

f. COUNTY shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to the COUNTY to this agreement.

g. COUNTY shall maintain all documents and records which demonstrate performance under this agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this agreement.

h. Any financial/ budget records or documents required to be maintained pursuant to this agreement shall be made available for inspection or audit, at any agreed upon time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the COUNTY address indicated for receipt of notices in this agreement.

III. DUTIES & RESPONSIBILITIES OF CITY:

a. CITY shall pay COUNTY for services rendered pursuant to this agreement in accordance with the costs set forth section IV of this agreement. CITY shall pay invoices for services rendered within net 30 days of receipt.

b. COUNTY shall submit quarterly billings to the CITY describing the work performed during the preceding three months. The COUNTY's invoice shall include a brief description of the services performed and a description of any reimbursable expenditures. The CITY shall pay COUNTY no later than net 30 days after approval of the quarterly invoice by CITY staff.

c. CITY shall conduct all initial investigations as outlined in "Exhibit 1- Scope of Services."

d. CITY shall compensate COUNTY in accordance with "Exhibit 1". Compensation includes a minimum value of $220,000 and a "not to exceed" value of $400,000. Actual compensation will be determined by costs charged towards this agreement, but shall not go above the "not to exceed" value.

e. If continued services are anticipated to go above the "not to exceed" value, COUNTY will notify the CITY. CITY shall notify COUNTY of their desire to terminate any further agreement, or amend this agreement.

f. Upon receiving a completed case/ investigative packet, CITY shall be the custodian of all records of any investigation pursuant this MOU.

IV. COUNTY & CITY JOINTLY AGREE:

a. Term of Agreement—COUNTY and CITY agree to a one (1) year term of service. The term of the agreement shall begin on July 1, 2024 through June 30, 2025.

i. Extension of Agreement— Upon mutual agreement of all parties, this agreement may be extended beyond the initial one (1) year commitment.

ii. Termination of Agreement — COUNTY and CITY each reserve the right to terminate this agreement with thirty (30) days written notice.

b. Dispute Resolution - Any disagreements that may occur between the parties shall be resolved at the lowest possible level within COUNTY and CITY and with a cooperative spirit. COUNTY and the CITY will designate individuals who are responsible to resolve issues in a timely fashion regarding this MOU. Should agreement not be reached between COUNTY and the CITY after working through the process already prescribed, then the matter should go for discussion and consideration between the District Attorney and the City Council.

c. Wage and Independent Contractor Status- Each party shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services under this Agreement and as required by law. Each party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees, independent contractors, or agents of one party shall not be deemed employees of any other party for any purpose.

V. AMENDMENTS:

a. This MOU may be amended only by mutual written consent of the parties.

VII. INDEMNIFICATION:

a. Mutual Hold Harmless — The parties agree to the following:

i. It is agreed that the CITY shall defend, save harmless and indemnify COUNTY, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this MOU and which result from the negligent acts or omissions of the CITY, its officers and/or employees.

ii. It is further agreed that COUNTY shall defend, save harmless and indemnify the CITY, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this MOU and which result from the negligent acts or omissions of COUNTY, its officers and/or employees.

iii. In the event of concurrent negligence of the CITY, its officers and/or employees, and the COUNTY, its officers and/or employees then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this MOU shall be apportioned under principles of comparative negligence as established presently by California law, or as may be hereafter modified.

b. Survival. The indemnity obligations of this Agreement shall survive the expiration or termination of this Agreement.

c. Equal Opportunity Employment. The DA represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-

discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

VIII. INSURANCE:

a. Without limiting the CITY's indemnification, CITY shall procure and maintain for the duration of this MOU, insurance against claims for injuries to persons or damages to property that may arise from, or in connection with the performance of the work hereunder by the CITY, its agents, representatives, employees, and subcontractors

b. The COUNTY self-insures third party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. The COUNTY self-insures losses up to $100,000 per occurrence. Losses exceeding $100,000 are covered by an excess insurance purchased through the County Supervisors Association of California Excess Insurance Authority (CSAC-EIA). The excess policy provides coverage for losses up to twenty (20) million dollars, which the COUNTY is legally required to pay because of liability imposed by law or assumed by contract. A recent actuarial evaluation performed by Bickmore Risk Services found the COUNTY'S self-insurance reserves to be adequately funded.

IX. ALTERATION OF TERMS:

a. The body of this MOU fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of written amendment to this MOU which is formally approved and executed by all parties.

X. NOTICES:

a. All notices, claims, correspondence, reports and/or statements authorized or required by this MOU shall be addressed as follows:

COUNTY:

Program: Jon Duffy, Chief Investigator
Butte County District Attorney's Office
25 County Center Dr., Ste 245
Oroville, CA 95965 (530) 552-5500
jduffy@buttecounty.net

Fiscal: Kelly Kennelly, Senior Administrative Analyst
Butte County District Attorney's Office
25 County Center Dr.
Oroville, CA 95965 (530)552-5510
kkennelly@buttecounty.net

CITY:

Program: Bill LaGrone, Chief of Police
Oroville Police Department
2055 Lincoln St
Oroville, CA 95966 (530) 538-2448

Jess Darnell, Assistant Chief of Police
Oroville Police Department
2055 Lincoln St
Oroville, CA 95966 (530) 538-2448

Fiscal: Brian Ring, City Administrator
City Hall
1735 Montgomery Street
Oroville, CA 95965 (530)538-2436
admin@cityoforoville.org

XI. APPLICABLE LAW AND FORUM:

a. This MOU shall be construed and interpreted according to California law and any action to enforce the terms of this MOU for the breach thereof shall be brought and tried in the County of Butte.

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

COUNTY:

_____

Tod Kimmelshue, Chair Date
Butte County Board of Supervisors

_____

Michael L. Ramsey Date
District Attorney

CITY:

_____

David Pittman, Mayor Date
City of Oroville

_____

Brian Ring Date
City Administrator

Approved as to Form:

_____

Butte County Counsel Date

Reviewed for Contract Policy Compliance:

_____

General Services Contract Division Date

Attachments: Exhibit 1: Scope of Services
Attachment A: Procedures attached hereto and incorporated herein
Attachment B Interview Guidelines attached hereto and incorporated herein

EXHIBIT 1: SCOPE OF SERVICES

Oroville Police / District Attorney Investigative Assistance

PURPOSE

This document labeled Exhibit 1- Scope of Services, where applicable, shall supersede all other documents relating to the agreement for services. This agreement between the Oroville Police Department, herein referred to as "CITY", and the Butte County District Attorney, herein referred to as "COUNTY", is to address Oroville Police Department staffing shortages. This agreement is for specific investigations relating to child abuse cases involving known suspects, requiring on-going investigative needs. Cases that require immediate collection of evidence, arrest(s), or other immediate attention, shall remain with CITY until such time the case can be appropriately turned over to COUNTY. Nothing in this agreement shall prevent CITY from completing their own investigation and submitting a request for complaint to the District Attorney.

Cases where the suspect is not known, or is known but the suspect presents an immediate danger to the victim, their family, or the public, shall remain the responsibility of CITY. The safety of the victim and/or community will supersede any procedures outlined in this agreement and shall remain the responsibility of CITY.

This agreement does not provide for call-out services, however there may be occasions where call-outs are needed. Those determinations will be made between a COUNTY lieutenant and CITY detective or their supervisor. It is the intent of this agreement COUNTY will provide services to augment, not replace, current CITY detective(s). CITY detective(s) will be a key participant and liaison between CITY and COUNTY. The goal of this agreement is to establish procedures and protocols that will enable CITY, once staffing levels have improved, to conduct all investigations. The procedures outlined in this agreement are best practices that should be utilized after this agreement is complete.

SCOPE OF AGREEMENT

CITY

This agreement shall be for a term of one year, with potential extensions, upon agreement by both parties. The cost of services to be provided will be determined by the quantity and complexity of cases. CITY shall provide an accurate account of referrals from CSD, calls for service through their communication center, or any other method of receiving reports of crimes against children. Both parties recognize the difficulty in determining, or foreseeing, the quantity or complexity of referrals. Therefore, CITY agrees to provide funding for:

1) No less than 1 Full Time Equivalent (FTE) DA investigator II position, and not to exceed, 2 FTE District Attorney Investigator II positions, to include salary & benefits, currently established at $360,000.
2) .2 FTE Investigative Lieutenant position, salary and benefits, currently established at $40,000.

The total cost for services outlined in this agreement shall not exceed $400,000. Any training and related expenses required for the performance of this agreement shall be included within the "not to exceed" amount.

Given the unknown quantity or complexity of cases at the outset of this agreement, CITY agrees to fund a minimum of 1 FTE DA investigator and .2 FTE DA investigative lieutenant, for a minimum agreed cost of $220,000. Service costs exceeding this minimum will be billed quarterly up to the maximum agreed upon amount. If investigative services are anticipated to exceed the current limit of two (2) FTE DA investigators, CITY and COUNTY

shall determine whether additional funding is necessary, or whether to cancel the agreement. Regardless of the decision to increase the contract amount or cease further arrangement, any cases being worked by COUNTY will remain with the COUNTY and will not revert to CITY.

COUNTY

COUNTY agrees to provide up to 2 FTE DA investigators and a .2 FTE District Attorney Investigative Lieutenant position to conduct all follow-up investigations of child abuse cases where the suspect is known. It is the intent of this agreement that the COUNTY will investigate on behalf of CITY, but will remain physically located at the District Attorney's Office. COUNTY will provide investigative services as needed to address crimes related to child abuse where the suspect is known. COUNTY will provide all resources required to maintain the COUNTY's investigative services, i.e., vehicles, safety equipment, training, etc. COUNTY will provide financial reports and/ or reports of DA investigator hours billed to this agreement on a quarterly basis, or intermittent intervals upon written request. All reports, documents, or writing prepared by COUNTY will remain the property of, and remain with, the District Attorney's Office, with a copy of all items relating to an investigation provided to CITY for inclusion in their case file. Upon closing an investigation, a complete investigative packet will be submitted to CITY as the final custodian of record.

Upon receipt of any records request authorized by law, CITY and/or COUNTY, may release any information pursuant to the direction of the City Attorney, Butte County Counsel, or both, depending on the request. All PRA requests for investigations conducted under this MOU shall be initiated with CITY.

PROCEDURE

CITY

Children Services Division (CSD) Referral of Cases

The Butte County Department of Social Services, Children Services Division (CSD) is responsible for alerting agencies within Butte County of suspected child abuse. It is important for CITY to create, and maintain, an effective method for processing each referral and establish a proper response by its officers. CITY will retain responsibility for initial evaluation of Children Services Division referrals, initial response to reports of child abuse, and the proper documentation of child abuse cases.

Referrals to CITY

CITY will be responsible for the review of, and response to, CSD referrals of child abuse. CITY agrees to establish a procedure in which CSD referrals are reviewed within 24 hrs. of receiving the referral. CITY will then conduct any additional investigation as deemed appropriate. The majority of follow-up investigations can be performed as a function of patrol. If a referral is initially evaluated to be complex or above the abilities of patrol, CITY's responding officer should contact CITY detective(s) for initial assistance. CITY detective(s) shall determine whether to call The COUNTY for assistance. For further information on requirements/ guidelines of the initial investigation, refer to attachments A and B.

When a call for service of a child abuse report comes to CITY Communication Center, a patrol sergeant shall be notified. The sergeant shall ensure the assigned officer obtains the information outlined within Attachment A of this agreement, complete their report and that report is submitted to The COUNTY within 48 hrs.

Case Types and Response

Child abuse cases referred to prosecution typically fall under two categories, physical or sexual abuse. Emotional abuse is recognized; however, these cases typically require the involvement of members from the licensed medical professional community. Emotional cases shall be handled on a case-by-case basis with proper communication between CITY and COUNTY.

Physical Abuse

Physical abuse cases are often the result of an acute incident where the victim has signs of injury and immediate attention is needed to collect evidence and protect the child. CITY patrol officers should be able to address the majority of these cases, especially where any delay in investigation may lead to the loss of evidence or increased harm to the victim. When the facts and evidence of the case deem it appropriate, it is anticipated patrol will make the arrest of the suspect.

In cases where there is no current physical injury, or no readily identifiable evidence, but ongoing abuse is suspected, it may be appropriate to forward those cases to CITY detective for review. If CITY detective deems it necessary to forward the investigation to COUNTY, the detective shall contact COUNTY to determine an investigative plan.

Sexual Abuse

Unlike physical abuse cases, CITY's patrol officers investigating suspected sexual abuse should keep the investigation to a minimum. Once the officer obtains a disclosure, they should prepare the case to be sent to COUNTY. Attachments A and B are provided to assist with initial sexual abuse investigations.

Under normal scenarios the initial investigating Agency officer should not attempt to make an initial arrest. Placing a suspect under arrest has the potential to jeopardize any further investigation and should be done only as a last resort to protect the victim from further harm. While the purpose of the initial investigation is to determine whether the child victim discloses any abuse, there may be scenarios where an arrest is appropriate. When an officer determines an arrest may be necessary they should, whenever possible, contact CITY detective(s) to assist in reviewing the scenario with a Deputy District Attorney or The COUNTY.

Reports

CITY will create a method of "flagging", for immediate review, all reports intended to be submitted to COUNTY. "Flagged" reports shall be reviewed as soon as possible and submitted to COUNTY[1]. In an effort to ensure CITY detective(s) are familiar with all cases handled by CITY, CITY detective(s) should be notified of all cases referred to COUNTY. Due to the critical and time sensitive nature of these cases, all referrals must be submitted to COUNTY within 72 hrs. of receiving a CSD referral. Unless prior arrangement was made with COUNTY, any referral submitted beyond 72 hours of receipt will remain the responsibility of CITY.

THE COUNTY

COUNTY will review case requests submitted by CITY and, 1) schedule the Child Abuse Response Team interview (CART) or, 2) contact CITY detective to obtain critical missing details. Such critical missing details would include

1 Either through thumb drive, secured email submission or any other reasonable method.

failure to submit the complete case packet or failing to provide the details outlined in the Scope of Agreement-Agency responsibility, outlined in this, “Exhibit 1-Scope of Services” document.

Upon receiving scene investigation reports/media, The COUNTY will review the material and conduct all subsequent investigations, to include, but not limited to:

1) Follow up interviews.
2) Search and arrest warrants.
3) Scheduling and attendance of CARTs.
4) Witness transportation.
5) Pre-trial and trial assistance.

In addition to investigative services, The District Attorney and/or The COUNTY will provide initial and ongoing training as needed to equip CITY patrol officers with the knowledge to conduct proper initial investigations. The COUNTY will also provide a basic written guide to assist patrol officers, (Attachment A).

EVIDENCE

COUNTY will temporarily enter evidence in to the COUNTY evidence system, however CITY shall provide evidence storage for all items of evidence related to an investigation pursuant this MOU. Upon completion of an investigation, all items of evidence will be submitted to CITY for storage in according with their policies and procedures.

CANCELLATION OF AGREEMENT

If CITY determines they have the ability to resume investigations covered in this agreement, CITY and COUNTY will meet to establish a method of transitioning cases back to CITY.

Attachment A

Procedures

Upon securing the victim and the scene, barring exigent circumstances, disclosure MUST be had before the case is sent to The COUNTY if the child is of interviewing age. Cases may be sent to COUNTY without a disclosure from the child if the child is not capable of providing a statement. These cases should be reviewed with a Deputy District Attorney.

On scene requirements

All first responders shall, at a minimum, ensure the following details are determined:

1) Confirm the victim is safe.

2) Determine suspect relationship to the victim and any reporting party (RP).

3) Determine whether suspect is capable of further harm to victim/community.
    i. If suspect is known and does not present a safety concern, case can be submitted to The COUNTY as outlined in this agreement.
    ii. If suspect is unknown or the whereabouts are not known, patrol and CITY detective should conduct further investigation to determine risk to victim/community.
    iii. Is suspect aware of allegations?
    iv. Did suspect make any potential threats of harm to himself or others?
    v. Is there an increased risk to the victim or community?

4) Is the abuse acute or historical?
    a. Is suspect in the home?
    b. How long has it been going on?
    c. Any observable injuries?

5) Is evidence protected/collected?
    a. If collection assistance is needed, contact CITY detective.
        i. Detective will assist with requirements for a SART exam.

6) Comply with all legal requirements for notifications:
    a. Contact CSD.
    b. Provide appropriate brochures.
    c. Make victim advocate notifications where appropriate.

7) Full written documentation of statement from RP gathering the following information:
    a. Type of abuse (physical/ sexual).
    b. How RP learned of disclosure.
    c. Details of disclosure.
    d. Duration of abuse (if known).
    e. Relationship between suspect and victim.

f. Any prior suspicions/concerns.
g. Location of suspect.
h. Suspect relationship/connection with other family members.
i. Influence suspect may have had over victim (regular contact).
j. Any additional children in the home

8) Obtain disclosure from child:
   a. This is a basic disclosure about what happened just to confirm RP's statement. Victim must be able to state what happened if victim is of age to interview.
   b. Do not get into detail, just the basics to establish the type of crime from the victim. (See attachment B)

9) Obtain victim's availability for CART interview; depending on age, confirm with non-offending parent and/or guardian. This information will be passed on in the referral to COUNTY.

10) CITY will not do a press release on any case being submitted to COUNTY.

ATTACHMENT B

Interview Guidelines

1. **LOCATION**:

   A. **Get on child's level. Build rapport.**

      - Be cognizant of what body cam is capturing.

   B. Interview child separately from witnesses & parents.

2. **QUESTIONS:**

   A. **Open-ended Examples:**

      - "I heard something may have happened to you, can you tell me about it?"
      - "What happened?"
      - "Tell me about that."
      - "Tell me more about that."
      - "Where did it happen?"
      - "Did anything else happen?"

   B. **What** happened? Let the child describe in their own words. Do no not insert your own vocabulary. Repeat back to the child using the words they used.

   C. **Where**? - generally speaking. "Grandma's house" is sufficient.

   D. **When**? - generally speaking. If they can provide an age or grade, great. If not, that's ok. Ask whether it was once or more than once.

3. **DOCUMENT:**

   A. Take photographs of injuries *after* the interview.

   B. Note in your report child's demeanor and emotions.

Remember: We are attempting to get minimum facts necessary from the child that we cannot get from anyone else.

Probable cause can be based on minimal facts and supplemented by corroborating statements from others**.**

OROVILLE CITY COUNCIL
RESOLUTION NO. 9308

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT FOR INVESTIGATIVE SERVICES FROM THE BUTTE COUNTY DISTRICT ATTORNEY'S OFFICE FOR SPECIFIC TYPES OF CHILD ABUSE CAES

(Amended Agreement No. 3445)

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

1. The Mayor is hereby authorized and directed to execute an agreement between the City of Oroville and the Butte County District Attorney's Office. A copy is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 20, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

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

DATE: **AUGUST 20, 2024**

SUMMARY

The City Council may consider authorizing the execution of an agreement with the County of Butte for partial reimbursement for alley maintenance of service area 17 Zone 2 alleys.

DISCUSSION

The City of Oroville and the County of Butte acknowledge the 2014-2015 annexation of Southside Oroville, a geographic area that includes County Service Area (CSA) 17 (ref. City of Oroville Resolution No. 8287 and Butte Local Agency Formation Commission (LAFCo) Resolution No. 08 2014/15), to the city. CSA 17 consists of two zones of benefit, with Zone 1 providing funding for street lighting services and Zone 2 providing funding for alleyway maintenance services.

LAFCo conditioned the Southside Oroville annexation on the continuation of the CSA, and the city recognized that the CSA would remain in effect in its resolution. The city resolution established intent to provide alleyway maintenance services to Zone 2 in exchange for a share of the funding raised by the CSA. While CSA management has remained with the County of Butte, and Zone 1 streetlighting services continue to be provided by the County of Butte, Zone 2 alleyway maintenance services have been transferred to the city. Since annexation, the city has provided alleyway maintenance for CSA 17, Zone 2. To date, the city has not requested reimbursement for maintenance costs associated with CSA 17, Zone 2. This MOU provides for partial reimbursement of the costs of the city provided maintenance.

The CSA collects annual parcel fees to fund alleyway maintenance and reimbursement of County of Butte staff time for work performed on behalf of CSA 17, Zone 2. City of Oroville Resolution No. 8287 authorized the execution of a letter agreement between the CITY and the County of Butte, allowing the CITY to seek partial reimbursement for alleyway maintenance costs. It is understood by all parties that annual CSA revenues will not fully fund alleyway maintenance costs.

The county agrees to retroactively compensate the City (not to exceed $45,000) upon submission of an invoice with backup (detailing time spent and materials purchased) showing the completion of work as identified in the scope of work.

Upon continued maintenance of the alleys of County Service Area 17, Zone 2, the County of Butte will pay the City of Oroville $5,000 annually.

FISCAL IMPACT

Up to $5,000 annual reimbursement for alley way maintenance.

RECOMMENDATION

Approve resolution executing an agreement with the County of Butte for partial reimbursement for alley maintenance of service area 17 Zone 2 alleys and authorize the Mayor to sign.

ATTACHMENTS

LAFCO Resolution No. 08 2014/15;
City Resolution No 8287;
Hope Center Work Tracking Sheet;
MOU with County of Butte; and
Resolution.

RESOLUTION NO. 08 2014/15

RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION OF THE COUNTY OF BUTTE MAKING DETERMINATIONS AND ORDERING THE ANNEXATION OF TERRITORY DESIGNATED AS 15-04 CITY OF OROVILLE SOUTH OROVILLE ANNEXATION NO. 1

RESOLVED, by the Local Agency Formation Commission of the County of Butte, State of California, that

WHEREAS, a proposal for the annexation of certain territory to the City of Oroville in the County of Butte was heretofore submitted by the City of Oroville, which was accepted for filing on January 7, 2015, by the Executive Officer of this Local Agency Formation Commission pursuant to Title 5, Division 3, commencing with Section 56000 of the Government Code; and

WHEREAS, the Executive Officer, pursuant to Government Code Section 56658, set February 5, 2015, as the hearing date on this proposal and gave the required notice of public hearing; and

WHEREAS, the Executive Officer, pursuant to Government Code Section 56665, has reviewed this proposal and prepared a report, including recommendations thereon, and has furnished a copy of this report to each person entitled to a copy; and

WHEREAS, the unincorporated area proposed for annexation to the City of Oroville is identified as a Disadvantaged Unincorporated Community (DUC); and

WHEREAS, this Commission called for and held a hearing on February 5, 2015, and at the hearing this Commission heard and received all oral and written protests, objections and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to this proposal and the report of the Executive Officer; and

WHEREAS, this Commission considered the factors determined by the Commission to be relevant to this proposal, including, but not limited to, factors specified in Government Code Section 56668; and

NOW, THEREFORE, the Local Agency Formation Commission of the County of Butte **DOES HEREBY RESOLVE, DETERMINE AND ORDER** as follows:

Section 1. Environmental Action:

A. The City of Oroville, acting as "Lead Agency", determined that the proposal is Categorically Exempt from the California Environmental Quality Act under CEQA Guidelines Section 15319(A), "Annexation of Existing Facilities and Lots for Exempt Facilities."

B. As a "Responsible Agency" under CEQA Guidelines, prior to approving the proposed annexation, the Commission is required to consider the information in the Categorical Exemption for the project on which the Lead Agency based its Finding of Exemption.

C. Acting as a "Responsible Agency" under CEQA Guidelines, the Commission considered the information in the Categorical Exemption prepared for this project by the City of Oroville prior to making its determination.

D. The Commission finds that the Lead Agency's Categorical Exemption was prepared in accordance with the requirements of CEQA Guidelines and is consistent with State law and that the City's environmental document prepared for this annexation is determined to be legally adequate pursuant to CEQA Guidelines Section 15319(A).

Section 2. General Findings and Determinations:

A. The Commission has considered the factors determined by the Commission to be relevant to this proposal, including, but not limited to, Butte LAFCo Policies and Procedures, Sphere of Influence and General Plan consistency, the City of Oroville Municipal Service Review, the Domestic Water and Wastewater Service Providers Municipal Service Review, the Municipal Service Review for Wastewater Service Providers-Oroville Region, the Municipal Service Review for the Lake Oroville Area Public Utility District, the City of Oroville 2030 General Plan and 2030 General Plan EIR, the City of Oroville Zoning Ordinance, the Final Report South Oroville Areas A & B Annexation Study for Butte County/City of Oroville, the Butte County General Plan 2030 and Zoning Ordinance, and other factors specified in Government Code Section 56668 and as described in the staff report dated January 28, 2015, for the meeting of February 5, 2015.

B. As this inhabited annexation does not have 100% support of the affected landowners, the Commission directs the Executive Officer to set the proposal for a protest hearing and give public notice of said hearing pursuant to Butte LAFCo Policy and California Government Code Section 57002.

C. The annexation area consists of 819 parcels and the adjacent road right-of-ways, totaling approximately 203 acres, as submitted by the City of Oroville and as described in Exhibit "A."

D. The subject area is found to be inhabited, and is assigned the following short form designation: 15-04 - City of Oroville – South Oroville Annexation No. 1.

E. The territory proposed for annexation is a Disadvantaged Unincorporated Area. The annexation of this area is consistent with the requirements of California Government Code §56375(a)(8)(A)) and Butte LAFCo Policies.

F. The annexation is consistent with the environmental justice requirements of California Government Code §56668(o), and the annexation of the territory to the City of Oroville will provide residents of the territory the opportunity to participate fully in City of Oroville municipal affairs and have a voice in city affairs through the right to vote in City elections and serve on elected and appointed bodies.

G. The Commission has considered the findings of the *"Final Report South Oroville Areas A & B Annexation Study for Butte County/City of Oroville"*, dated June 27, 2014.

H. The purpose of the annexation is to support orderly jurisdictional boundaries, to provide for logical, efficient, and effective jurisdictional boundaries, and for the provision of City of Oroville municipal services for existing and future development within the territory.

I. The territory is located within a developed urban area and is not considered to be prime agricultural land pursuant to Butte LAFCO Policy 2.13.5.

J. The parcels proposed for annexation will be detached from the following districts:
   1. County Service Area No. 164 (Butte County Animal Control District)
   2. Butte County Resource Conservation District
   3. County Service Area No. 33 (Oro-Wyandotte Street Lighting District)

K. The exchange of property tax revenues between the County of Butte and the City of Oroville will be performed in accordance with the Master Tax Exchange Agreement approved by the City of Oroville (Resolution No. 3514 on February 4, 1980) and by the County of Butte (Resolution No. 80-15 on January 22, 1980).

L. Fire protection services for the territory area will continue to be provided by the El Medio Fire Protection District.

M. Street lighting and alleyway maintenance will continue to be provided to the territory by County Service Area 17.

N. Sewer collection and conveyance services will continue to be provided to the territory by the Lake Oroville Area Public Utility District.

Section 3. Conditions adopted by LAFCo:

A. All LAFCo, County of Butte, and State of California fees must be paid in full prior to filing the Certificate of Completion.

B. The legal description and map, if amended by action of the Commission, will be revised at the expense of the applicant, prior to filing the Certificate of Completion.

C. The map and legal description shall comply with the State Board of Equalization requirement and if rejected by the State Board of Equalization, will be revised at the expense of the applicant.

Section 4. The boundaries, as set forth in the proposal or as amended by action of the Commission, are hereby approved as submitted and are as described in Exhibits "A" and "B" attached hereto and by this reference incorporated herein.

Section 5. The Executive Officer is hereby authorized and directed to mail certified copies of this Resolution as provided in Section 56882 of the Government Code.

PASSED AND ADOPTED by this Local Agency Formation Commission of the County of Butte, on the 5th day of February 2015, by the following vote:

AYES: Commissioners Lotter, Duncan, Connelly, Dahlmeier, Lambert and Chair Leverenz

NOES: None

ABSENT: Commissioner Lando

ABSTAINS: None

ATTEST:

Clerk of the Commission

CARL LEVERENZ, Chair
Butte Local Agency Formation Commission

CERTIFIED AS A TRUE COPY
OF R-8287
10.27.2014
DATE CERTIFIED
DEPUTY CITY CLERK, CITY OF OROVILLE

CITY OF OROVILLE
RESOLUTION NO. 8287

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE INITIATION OF APPLICATION BY THE CITY OF OROVILLE REQUESTING THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ANNEXATION OF SOUTH OROVILLE "AREA – A"

WHEREAS, Government Code Section 56375(a) requires the approval of the Local Agency Formation Commission (LAFCo) for the annexation of properties within the County's jurisdiction into the City's boundaries; and

WHEREAS, the City of Oroville desires to initiate proceedings pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with §56000 of the California Government Code, for the annexation of the properties identified as South Oroville "Area –A" **(Exhibit - A)**; and

WHEREAS, all of the parcels in South Oroville "Area-A" are within County Service Area (CSA) 17 **(Exhibit – B)**, which has two zones of benefit: Zone 1 provides funds for street light maintenance and operations and Zone 2 provides funds for alley maintenance; and

WHEREAS, the annexation of South Oroville "Area –A" to the City, as proposed, is consistent in all respects with the Sphere of Influence adopted by Butte LAFCo for the City of Oroville pursuant to California Government Code Section 56425; and

WHEREAS, the City of Oroville has pre-zoned the areas to be annexed and the pre-zoning designations are generally consistent with Butte County's zoning designation for the properties; and

WHEREAS, the annexation and allowable uses of the subject properties are consistent with the City's General Plan; and

WHEREAS, a plan for providing municipal services to the subject properties following their annexation to the City has been prepared in the manner required by California Government Code Section 56653; and

WHEREAS, the existing pre-zoning designations have been previously analyzed by the Environmental Impact Report (EIR) (State Clearinghouse #: 2008022024) which was certified by the Oroville City Council on June 2, 2009 along with the adoption of the Oroville 2030 General Plan. There is no change in the pre-zoning designations analyzed by the EIR. Any new development project in the proposed annexation areas will require the appropriate level of environmental review in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, the City of Oroville, acting as the lead agency for the project pursuant

to the requirements of CEQA, has reviewed the proposed project and finds that the project meets the requirements of a Categorical Exemption pursuant to the California Code of Regulations, Title 14, Section 15319, "Annexation of Existing Facilities and Lots for Exempt Facilities," exempting this action from CEQA; and

WHEREAS, this Council certifies that an Agreement regarding the negotiated exchange of property tax revenues relating to jurisdictional changes, pursuant to Section 99 (b) of the Tax and Revenue Code, was executed by the City and the County on February 4, 1980, and remains in full force and effect; and

WHEREAS, notice of intent to adopt this resolution was published in a newspaper of general circulation in the affected area.

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

1. This Resolution of Application is hereby adopted and approved by the Oroville City Council requesting the Butte LAFCo to take proceedings for the annexation of the territory as depicted in **Exhibit - A** in the manner provided by the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000.
2. Waive the application of the Streets and Highway Code Section 22613, and find that the exclusion of any parcel in this area from CSA 17 would deprive this area of needed services to ensure the health and safety of the residents of the area, and find that a waiver would not affect the ability of the City of Oroville to provide any services.
3. That the Mayor is hereby authorized to execute a letter agreement with Butte County to provide a portion of the funds collected through CSA 17 to the City of Oroville in exchange for providing the services of CSA 17 to the parcels within the City limits.
4. Butte LAFCo is requested to make this change of organization without terms and conditions.
5. The Mayor is hereby authorized and directed to execute all documents related to the proposed annexation.
6. The City Clerk shall attest to the adoption of this Resolution.

****

The Hope Center
CS Vendor #1638
Tyler Vendor #1426

Transaction Date	Transaction Code	Invoice	Encumbrance/PO Numbe
06/29/2023	21	19678	0
06/22/2023	21	19662	0
06/01/2023	21	19646	0
05/11/2023	21	19584	0
04/27/2023	21	19571	0
04/13/2023	21	19546	0
03/30/2023	21	19541	0
03/09/2023	21	19539	0
03/09/2023	21	19540	0
02/23/2023	21	19537	0
02/23/2023	21	19534	0
02/23/2023	21	19535	0
01/05/2023	21	19532	0
12/15/2022	21	19531	0
11/22/2022	21	19529	0
11/22/2022	21	19528	0
11/02/2022	21	19524	0
10/13/2022	21	19523A	E23037
10/13/2022	21	19523	E22059
09/29/2022	17		E23037
09/29/2022	21	19496	E22059
09/22/2022	21	19482	E22059
08/25/2022	21	19469	E22059
08/18/2022	21	19446	E22059
08/18/2022	21	19452	E22059
07/01/2022	17		E22059
07/01/2022	18		E22059
07/14/2022	21	19423	E22059
06/30/2022	21	19412	0
06/16/2022	21	19396	0
05/26/2022	21	19387	E22059
05/19/2022	21	19342	E22059
04/28/2022	21	19337	E22059
04/14/2022	21	19312	0
03/24/2022	21	19299	0
03/17/2022	21	19273	0
03/03/2022	17		E22059
03/02/2022	21	19264	0
02/10/2022	21	19245	0
02/10/2022	21	19253	0
01/13/2022	21	19231	0
01/06/2022	21	19226	0
12/30/2021	21	19185	0
12/30/2021	21	19201	0
12/21/2021	21	19121	0
12/09/2021	21	19036	0
12/02/2021	21	19022	0
11/23/2021	21	19012	0

11/10/2021	21	18981	0
11/10/2021	21	18946	0
11/04/2021	21	18931	0
10/28/2021	21	18920	0
10/28/2021	21	18927	0
10/14/2021	21	18905	0
10/07/2021	21	18896	0
09/30/2021	21	18882	0
09/23/2021	21	18875	0
09/16/2021	21	18863	0
09/09/2021	21	18841	0
08/31/2021	21	18832	0
08/26/2021	21	18826	0
08/19/2021	21	18801	0
08/19/2021	21	18793	0
08/05/2021	21	18782	0
08/05/2021	21	18788	0
07/22/2021	21	18769	0
07/15/2021	21	18762	0
07/08/2021	21	18739	0
06/10/2021	21	18713	0
05/13/2021	21	18642	0
04/22/2021	21	18612	E20138
04/22/2021	21	18612A	0
03/23/2021	21	210322	E21081
03/22/2021	17		E21081
03/04/2021	21	18586	E20138
02/11/2021	21	18533	E20138
01/07/2021	21	18512	E20138
12/17/2020	21	18426	E20138
11/19/2020	21	18417	E20138
10/20/2020	21	18382	E20138
10/14/2020	21		E18116
08/27/2020	21	18322	E20138
07/23/2020	17		E20138
07/23/2020	18		E20138
07/23/2020	17		E18116
07/23/2020	18		E18116
07/23/2020	21	18216	E20138
06/25/2020	21	18011	E20138
04/27/2020	21	17861	E20138
04/23/2020	21	17832	E20138
03/12/2020	21	200227	E20138
03/05/2020	21	02072020	E20138
01/16/2020	21	191206	E20138
11/26/2019	21	182031	E20138
11/21/2019	17		E20138
09/12/2019	21	092019	E18116
09/12/2019	21	182011	E18116
07/01/2019	17		E18116
07/01/2019	18		E18116
06/05/2019	21	052019	E18116
12/04/2018	21	17401	E18116

08/29/2018	21	12561	E18116
08/01/2018	21	12430	E18116
07/02/2018	17		E18116
07/02/2018	18		E18116
06/06/2018	21	12328	E18116
03/21/2018	17		E18116
03/21/2018	21		E18109
03/01/2018	21	12427	E18109
02/01/2018	21	12318	E18109
01/31/2018	17		E18109
09/13/2017	21	16699	0
08/15/2017	21	16694	0
08/15/2017	21	16694	0
08/15/2017	21	16694	0
08/11/2017	21	16689	0
06/23/2017	21	16459	0
01/26/2017	21	001	0

Check Number	Description	Amount	City Works Assignme
15783	WEED ABATEMENT	5844.13	PUBLIC WORKS
15732	WEED ABATEMENT	5982	PUBLIC WORKS
15547	WEED ABATEMENT	6143.12	ZONE F LEVYS
15367	WEED ABATEMENT	4964.93	ZONE E SS ALLEYS
15255	WEED ABATEMENT	4777.91	ZONE E SS ALLEYS
15142	WEED ABATEMENT	4112.31	ZONE B WEST
14992	WEED ABATEMENT	3880.69	PUBLIC WORKS
14799	WEED ABATEMENT	3421.45	PUBLIC WORKS
14799	WEED ABATEMENT	2438.05	PUBLIC WORKS
14669	WEED ABATEMENT	4131.31	PUBLIC WORKS
14669	WEED ABATEMENT	3336.08	PUBLIC WORKS
14669	WEED ABATEMENT	2905.67	PUBLIC WORKS
14296	WEED ABATEMENT	3783.91	ZONE A CITY FRONT
14186	WEED ABATEMENT	3161.29	PUBLIC WORKS
14012	WEED ABATE 11/1-11/	3413.82	PUBLIC WORKS
14012	WEED ABATE11/15-11	3187.12	PUBLIC WORKS
13842	WEED ABATE10/19-10	3573.24	ZONE D PARK AND D
13694	WEED ABATEMENT	3019.2	ZONE E STORM DRA
13694	WEED ABATEMENT	902.32	ZONE E STORM DRA
	WEED ABATEMENT	30000	
13567	WEED ABATE91/-9/15/	3808.85	ZONE E SS ALLEYS
13497	WEED ABATE 8/16-8/3	3220.03	ZONE E SS ALLEYS
13272	8/1-815/22WEED ABA	2563.39	DOWNTOWN IMPRO
13231	WEED ABATE 7/1-7/15	3321.68	ZONE A STORM DRA
13231	WEED ABATE 7/16-7/3	2803.84	ZONE A STORM DRA
	ENCUMB CARRIED FC	16620.11	
	PRIOR YEAR ENCUME	-16620.11	
12930	WEED ABATE 6/16-6/3	3948.28	PUBLIC WORKS
12832	WEED ABATE6/1-6/15/	4175.96	PUBLIC WORKS
12695	WEED ABATE 5/16-5/3	3752.92	ZONE F BIKE TRAIL
12567	WEED ABATE 5/1-5/15	3405.43	ZONE F LEVYS
12509	WEED ABATE4/16-4/3	2748.57	ZONE E SS ALLEYS
12337	WEED ABATE4/1-4/15/	3277.61	ZONE E SS ALLEYS
12227	WEED ABATE 3/16-3/3	4362.83	PUBLIC WORKS
12037	WEED ABATE3/1-3/15/	3813.3	PUBLIC WORKS
11987	2/16-2/28/22WEED AB/	2705.78	PUBLIC WORKS
	WEED ABATEMENT	30000	
11872	WEED ABATE2/1-2/15/	3185.66	ZONE A DUMPING CU
11701	WEED ABATE 1/1-1/15	2840.5	ZONE A DUMPING CU
11701	WEED ABATE1/16-1/3	2608.61	ZONE A DUMPING CU
11450	WEED ABATE 12/20/2	660.5	PUBLIC WORKS
11423	WEED ABATE 12/23/2	852.41	PUBLIC WORKS
11385	WEED ABATE 12/9/21	1434.6	PUBLIC WORKS
11385	WEED ABATE 12/16/2	1229.95	ZONE F DOWNTOWN
11321	WEED ABATE 12/2/21	984.95	ZONE F DOWNTOWN
11216	WEED ABATE 11/24/2	1010.95	ZONE F DOWNTOWN
11173	WEED ABATE 11/18/2	1062.95	PUBLIC WORKS
11117	WEED ABATE 11/11/2	1090.3	PUBLIC WORKS

11031	WEED ABATE 11/4/21	1184.95	PUBLIC WORKS
11031	10/28/21 WEED ABATI	1434.6	PUBLIC WORKS
10979	WEED ABATE 10/21/2	1164.95	ZONE F PARKS
10925	10/7/21 WEED ABATE	1294.95	ZONE F PARKS
10925	10/14/21 WEED ABATI	796.65	ZONE F PARKS
10814	9/30/21 WEED ABATE	1369.6	ZONE E STREETS
10749	WEED ABATE 9/23/21	1184.65	ZONE E STREETS
10696	WEED ABATE 9/16/21	1280.95	ZONE B ALLEYS
10636	WEED ABATE 9/9/21	1480.1	ZONE B ALLEYS
10596	WEED ABATE 9/2/21	1694.6	ZONE B CITY FRONT
10525	WEED ABATE 8/26/21	1715.08	ZONE B CITY FRONT
10492	WEED ABATE 8/24/21	1564.6	PUBLIC WORKS
10429	8/17/21 WEED ABATEI	1668.6	PUBLIC WORKS
10388	8/10/21 WEED ABATEI	1582.95	PUBLIC WORKS
10388	8/3/21 WEED ABATEM	1318.25	ZONE F POPEYES
10250	WEED ABATE 7/14/21	1283.5	ZONE F POPEYES
10250	WEED ABATE 7/22/21	633	ZONE F OPD
10148	7/8/21 WEED ABATEM	1420	ZONE F OPD
10078	WEED ABATEMENT	4780.25	PUBLIC WORKS
10029	6/11/21 WEED ABATEI	3804	PUBLIC WORKS
180252	WEED ABATEMENT	3995.25	ZONE E SS ALLEYS
180018	WEED ABATEMENT	4389	ZONE E SS ALLEYS
179858	WEED ABATEMENT	1414.06	PUBLIC WORKS
179858	WEED ABATEMENT	2614.44	PUBLIC WORKS
179627	CDBG CV1/HOPE CTR	95342	
	CDBG CV1/HOPE CTR	95342	
179485	WEED ABATEMENT	4191.5	ZONE E RICHTER
179334	WEED ABATEMENT	4199.25	ZONE E RICHTER
179057	WEED ABATEMENT	4931	PUBLIC WORKS
178945	WEED ABATEMENT	4493	PUBLIC WORKS
178744	WEED ABATEMENT	5097	ZONE D TOP OF WOI
178535	WEED ABATEMENT	4254	ZONE D TOP OF WOI
	WEED ABATEMENT	0	
171843	WEED ABATEMENT	4788	ZONE F SS COMMUN
	ENCUMB CARRIED FC	33367.81	ZONE F DUMPING CU
	PRIOR YEAR ENCUMI	-33367.81	ZONE E DUMPING CU
	ENCUMB CARRIED FC	181.32	ZONE F DUMPING CU
	PRIOR YEAR ENCUMI	-181.32	ZONE E DUMPING CU
171578	WEED ABATEMENT	4000	ZONE E SS ALLEYS
17392	WEED ABATEMENT	4832	ZONE E SS ALLEYS
16945	WEED ABATEMENT	4436.5	ZONE F LEVYS
16851	WEED ABATEMENT	4000	PUBLIC WORKS
16572	WEED ABATEMENT	5140	PUBLIC WORKS
16532	WEED ABATEMENT	6000	PUBLIC WORKS
16162	WEED ABATEMENT	4223.69	ZONE D BUTTE WOC
15665	WEED ABATEMENT	6000	ZONE D BUTTE WOC
	WEED ABATEMENT	72000	
15099	WEED ABATEMENT	3000	ZONE F BIKE TRAIL
15099	WEED ABATEMENT	3000	ZONE F BIKE TRAIL
	ENCUMB CARRIED FC	6181.32	
	PRIOR YEAR ENCUMI	-6181.32	
14357	WEED ABATEMENT	3000	ZONE F HEWITT
13099	WEED ABATEMENT	3000	ZONE E SS ALLEYS

12430	WEED ABATEMENT	3000	ZONE E SS ALLEYS
12239	WEED ABATEMENT	3000	PUBLIC WORKS
	ENCUMB CARRIED FC	18181.32	
	PRIOR YEAR ENCUME	-18181.32	
11841	4/18-6/18 CLEAN UP	3000	PUBLIC WORKS
	WEED ABATEMENT	21181.32	
	WEED ABATEMENT	0	
11133	WEED ABATEMENT	3500	ZONE B CITY FRONT
10973	WEED ABATEMENT	3500	PUBLIC WORKS
	WEED ABATEMENT	28181.32	
10039	COMMUNITY CLEANU	1000	PUBLIC WORKS
9824	COMMUNITY CLEANU	3500	ZONE E SS ALLEYS
	COMMUNITY CLEANU	-3500	
	COMMUNITY CLEANU	3500	
9787	COMMUNITY CLEANI	3500	ZONE A CITY EASME
9446	COMMUNITY CLEANI	3500	ZONE A CITY EASME
8371	COMMUNITY CLEAN-U	3500	PUBLIC WORKS

Total Zone E SS Alleys 49,514.12

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF OROVILLE
AND THE
COUNTY OF BUTTE

ALLEYWAY MAINTENANCE SERVICES
COUNTY SERVICE AREA (CSA) 17, ZONE 2

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Oroville, hereinafter referred to as CITY, and the County of Butte.

The CITY and the County of Butte acknowledge the 2014-2015 annexation of Southside Oroville, a geographic area that includes County Service Area (CSA) 17 (ref. City of Oroville Resolution No. 8287 and Butte Local Agency Formation Commission (LAFCo) Resolution No. 08 2014/15), to the CITY. CSA 17 consists of two zones of benefit, with Zone 1 providing funding for street lighting services and Zone 2 providing funding for alleyway maintenance services. LAFCo conditioned the Southside Oroville annexation on the continuation of the CSA, and the CITY recognized that the CSA would remain in effect in its resolution. The CITY resolution established intent to provide alleyway maintenance services to Zone 2 in exchange for a share of the funding raised by the CSA. While CSA management has remained with the County of Butte, and Zone 1 streetlighting services continue to be provided by the County of Butte, Zone 2 alleyway maintenance services have been transferred to the CITY. Since annexation, the CITY has provided alleyway maintenance for CSA 17, Zone 2. To date, the CITY has not requested reimbursement for maintenance costs associated with CSA 17, Zone 2. This MOU provides for partial reimbursement of the costs of the CITY provided maintenance.

The CSA collects annual parcel fees to fund alleyway maintenance and reimbursement of County of Butte staff time for work performed on behalf of CSA 17, Zone 2. City of Oroville Resolution No. 8287 authorized the execution of a letter agreement between the CITY and the County of Butte, allowing the CITY to seek partial reimbursement for alleyway maintenance costs. It is understood by all parties that annual CSA revenues will not fully fund alleyway maintenance costs. This MOU takes the place of a letter agreement. CSA revenue will be allocated to the CITY as specified below.

AGREEMENT

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

1. **COMPENSATION**: Upon completion of work as identified in the scope of work below and submission of an invoice with backup (detailing time spent and materials purchased), the County of Butte shall reimburse the CITY for

maintenance costs associated with CSA 17, Zone 2 through annual parcel fee revenues, **not to exceed $5,000 annually**.

2. **RETROACTIVE COMPENSATION**: Upon submission of an invoice with backup (detailing time spent and materials purchased) showing the completion of work as identified in the scope of work below, the County of Butte shall reimburse the CITY for retroactive maintenance costs of CSA 17, Zone 2 from 2015 to 2023, **not to exceed $45,000.**

3. **SCOPE OF WORK:** As noted in the introductory paragraphs above, while the County of Butte continues to perform administrative management of the CSA, alleyway maintenance services have been transferred to the CITY; the County of Butte no longer performs any alleyway maintenance services; and the CITY is entirely responsible for alleyway maintenance services and shall receive partial compensation for the work specified in this section.

    A. The CITY shall perform weeding and vegetation removal and tree removal.

    B. The CITY shall perform the abatement of junk, trash, and debris.

    C. The CITY shall perform the application of herbicides to control undesired plants.

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

The foregoing has been agreed upon by the following:

CITY OF OROVILLE:

_____ _____

Brian Ring, City Administrator Date
City of Oroville

THE COUNTY OF BUTTE:

_____ _____

Joshua Pack, Director Date
Butte County Public Works

CITY OF OROVILLE:

_____ _____

Dave Pittman, Mayor Date

CITY OF OROVILLE
RESOLUTION NO. 9309

A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS RELATING AGREEMENT WITH THE COUNTY OF BUTTE FOR PARTIAL REIMBURSEMENT FOR ALLEY MAINTENANCE OF SERVICE AREA 17 ZONE 2 ALLEYS

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

a. The Council hereby ratifies all documents relating to the agreement with the County of Butte fsor partial reimbursement for alley maintenance of service area 17 Zone 2 alleys.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on August 20, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster Acting City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **EMPLOYMENT CONTRACT AMENDMENT WITH FRED MAYO, PUBLIC WORKS DIRECTOR**

DATE: **AUGUST 20, 2024**

SUMMARY

The Council will consider an amendment to the employment contract with Fred Mayo, Public Works Director that would advance Mr. Mayo from Step F, $158,025 annual salary to Step G, $166,345 annual salary.

DISCUSSION

Fred Mayo accepted the position of Public Works Director and entered into a three-year employment contract with the City on July 31, 2023. The contract provides for a performance evaluation each year of the contract, where with a satisfactory review, consideration is given for a step increase. The Council directed the City Administrator to bring this contract amendment forward advancing Mr. Mayo from Step F, $158,025 annual salary to Step G, $166,345 annual salary.

The Government Code requires that all contracts for employment, including amendments, be approved at a regularly scheduled Council Meeting. The amendment to Mayo's employment agreement makes the following change:

- A salary advancement to Step G on the Department Head salary schedule, with an annual salary of $166,345, with an effective date of August 19, 2024.

FISCAL IMPACT

This will represent an annual salary increase of $9,500 and will be absorbed in the existing budget.

RECOMMENDATION

Adopt Resolution No. 9310 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND FRED MAYO – (Agreement No. 3465).

ATTACHMENTS:

Contract;
Contract Amendment; and
Resolution.

OROVILLE CITY COUNCIL
RESOLUTION NO. 9267

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

(Agreement No. 3465-1)
BE IT HEREBY RESOLVED by the Oroville City Council as follows:

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

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 2024, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: Council Member Riggs

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

EMPLOYMENT AGREEMENT FOR DIRECTOR OF PUBLIC WORKS BETWEEN THE CITY OF OROVILLE AND FRED MAYO

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Fred Mayo ("Mayo"), collectively, the "Parties", effective June 4, 2024. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Mayo as its Director of Public Works; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for Mayo; and

WHEREAS, Mayo desires to be employed as the Director of Public Works of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the Agreement supersedes in total any prior employment agreements or Memorandum of Understandings between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ Mayo as the Director of Public Works of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign him/her.

Section 2. Term; Termination: Severance Compensation:

A. The term of this Agreement shall be effective June 4, 2024, and shall continue until July 31, 2026. On or before January 31, 2026, Mayo shall give written notice to City if he wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether it wishes to continue and/or extend the agreement and shall give written notice to Mayo of its decision. If the Council approves the continuation and/or extension, the parties shall meet to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Mayo shall not be entitled to any compensation except for any accrued vested benefits as listed below.

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

C. City may terminate this Agreement at any time with or without cause. If the City discharges Mayo from his position, without cause, as Director of Public Works, the City shall pay Mayo a lump-sum cash payment equal to six (6) months' salary. In addition, Mayo shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Mayo is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation and will only be obligated to pay out vested accrued vacation time. In any event, if the City chooses to terminate the agreement, Mayo shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

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

Section 4. Non-Industrial Injury/ Illness:

If Mayo becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Mayo acknowledges and agrees that his job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to maintain Mayo at Step F of the department head salary schedule, an annual base salary of $158,028, and payable at the same time and manner as other Council Appointed Employees of the City are paid.

2024 Payment in Lieu of Cost-of-living Increase: Mayo shall be paid a payment in lieu of a 2024 Cost-of-living increase equivalent to 3% of salary at the 1/1/2024 level this payment is calculated to be $4,741, less applicable tax withholdings.

2025 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2025, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2026 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2026, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of Mayo each year of the contract and during any extension period of the contract. Upon the Council's concurrence with a satisfactory review, Mayo will be eligible for a step increase within the overall range for the position. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Mayo. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Mayo. The City Administrator's evaluation of Mayo will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Mayo's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Mayo shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that Mayo shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end

he shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City Administrator. Any remaining unused Administrative leave, up to a maximum of 40 hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

Section 8. Bereavement Leave:
When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Mayo shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against his sick leave. Before taking such leave, Mayo shall notify the City Administrator in writing of the time of absence needed and the expected date of return to work. For purposes of this section, immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

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

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Mayo shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Mayo shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Mayo shall accumulate vacation leave at the rate of fifteen (15) working days of vacation per year. After three years as Director of Public Works, on the anniversary date, Mayo's accrual shall increase from fifteen (15) working days per year to twenty (20) working days per year. Thereafter, one additional day per year shall be added to the accumulation rate, above, on the employees' next anniversary date in his department head position until a maximum rate of 25 days per year is reached.

Beginning June 4, 2026, or when vacation accruals fall below the 3x annual accrual rate (whichever is sooner) Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 3: On the payday for the period including November 21, 2025, 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 4: On the payday for the period including May 21, 2026, all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

In addition to the above mandatory draw-down schedule for excess vacation, Mayo may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

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

City Paid Medical Benefit after Retirement

This section will terminate in five years on June 4, 2029, without reconsideration or negotiations with the Department Head. The Oroville City Council, at its sole discretion, may reinstate and/or continue this program if it is economically sustainable.

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

Section 12. Holidays: Mayo is authorized to celebrate the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. President's Day
5. Memorial Day
6. Juneteenth
7. Independence Day

8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. The Day After Thanksgiving Day
12. Last Workday Before Christmas Day
13. Christmas Day

Mayo shall be compensated for each holiday at the straight time compensation rate.

Section 13. Technology Fee:

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

Section 14. Retirement:

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

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPRA CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPRA CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

Sick Leave Conversion at the Time of Retirement:

Upon regular retirement from the City of Oroville, Mayo shall have the option to convert his unused sick leave balance to CalPERS service credit or he may convert it to a dollar value to pay premiums for medical, dental, and vision insurance. Mayo may also elect to split his unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

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

Section 15. Deferred Compensation Plan:

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

Section 16. Outside Employment:

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

Section 17. Dues and Subscriptions:

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

Section 18. Professional Development:

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

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

Section 19. General Expenses:

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

Section 20. Civic Club Membership:

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

Section 21. Indemnification:

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

Section 22. Bonding:

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

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Mayo that Mayo is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Mayo serves at the

pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations providing for progressive discipline or appeal rights for disciplinary actions. Mayo acknowledges and agrees that he is otherwise subject to all other City Personnel Rules and Regulations.

Section 24. Notices:

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

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
B. TO Mayo: Mayo at his permanent residence address on record with the City of Oroville

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

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.
B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Mayo.
C. This Agreement shall not be assigned by Mayo or City.
D. This Agreement shall not be modified without the written consent of Mayo and City.
E. If any provision, or any portion thereof, contained in this Agreement is held un-constitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held June 4, 2024.

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

CITY OF OROVILLE

David Pittman, Mayor

Fred Mayo, Director of Public Works

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

AMENDMENT #1 TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND FRED MAYO

This Amendment, dated August 20, 2024, is to the Employment Agreement ("Agreement") effective June 4, 2024, between the City of Oroville ("City") and Fred Mayo. ("Mayo").

In consideration of the terms and conditions herein, the City and Mayo agree that the Agreement shall be amended as follows:

1. SECTION 5 IS REPLACED WITH THE FOLLOWING:

City agrees to place Mayo at Step G of the Department Head salary schedule, an annual base salary of $166,345 effective August 19, 2024 and payable at the same time and manner as other Council Appointed Employees of the City are paid.

2025 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2025, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2026 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2026, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2. Conflicts between this Amended Agreement and the Agreement shall be controlled by this Amendment. All other provisions within the Agreement not modified by this Amendment shall remain in full force and effect.

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

CITY OF OROVILLE

David Pittman, Mayor

Fred Mayo
Public Works Director

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. 9310

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

(Amended Agreement No. 3465)
Amendment 1

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

1. The Mayor is hereby authorized and directed to execute an amendment to the employment agreement, Amendment 1 between the City of Oroville and Fred Mayo. A copy is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 20, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **EMPLOYMENT CONTRACT AMENDMENT WITH PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

DATE: **AUGUST 20, 2024**

SUMMARY

The Council will consider an amendment to the employment contract with Patrick Piatt, Community Development Director, that would advance Mr. Piatt from Step D, $142,619 annual salary to Step E, $150,123 annual salary.

DISCUSSION

Patrick Piatt accepted the position of Community Development Director and entered into a three-year employment contract with the City on August 7, 2023. The contract provides for a performance evaluation each year of the contract, where with a satisfactory review, consideration is given for a step increase. The Council directed the City Administrator to bring this contract amendment forward advancing Mr. Piatt from Step D, $142,619 annual salary to Step E, $150,123 annual salary.

The Government Code requires that all contracts for employment, including amendments, be approved at a regularly scheduled Council Meeting. The amendment to Piatt's employment agreement makes the following change:

- A salary advancement to Step E on the Department Head salary schedule, with an annual salary of $150,123, with an effective date of August 19, 2024.

FISCAL IMPACT

This will represent an annual salary increase of $8,600 and will be absorbed in the existing budget.

RECOMMENDATION

Adopt Resolution No. 9311 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND PATRICK PIATT – (Agreement No. 3464).

ATTACHMENTS:

Contract;
Contract Amendment; and
Resolution.

OROVILLE CITY COUNCIL
RESOLUTION NO. 9270

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

(Agreement No. 3464)
BE IT HEREBY RESOLVED by the Oroville City Council as follows:

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

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 2024, by the following vote:

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

NOES: None

ABSENT: Council Member Riggs

ABSTAIN: None

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

EMPLOYMENT AGREEMENT FOR DIRECTOR OF COMMUNITY DEVELOPMENT BETWEEN THE CITY OF OROVILLE AND PATRICK PIATT

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Patrick Piatt ("Piatt"), collectively, the "Parties", effective June 4, 2024. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Piatt as its Director of Community Development; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for Piatt; and

WHEREAS, Piatt desires to be employed as the Director of Community Development of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree that the Agreement supersedes in total any prior employment agreements or Memorandum of Understandings between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ Piatt as the Director of Community Development of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign him.

Section 2. Term; Termination: Severance Compensation:

A. The term of this Agreement shall be effective June 4, 2024, and shall continue until August 7, 2026. On or before February 7, 2026 Piatt shall give written notice to City if he wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether it wishes to continue and/or extend the agreement and shall give written notice to Piatt of its decision. If the Council approves the continuation and/or extension, the parties shall meet to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Piatt shall not be entitled to any compensation except for any accrued vested benefits as listed below.

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

C. City may terminate this Agreement at any time with or without cause. If the City discharges Piatt from his position, without cause, as Director of Community Development, the City shall pay Piatt a lump-sum cash payment equal to six (6) months' salary. In addition, Piatt shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Piatt is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation and will only be obligated to pay out vested accrued vacation time. In any event, if the City chooses

to terminate the agreement, Piatt shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

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

Section 4. Non-Industrial Injury/ Illness:

If Piatt becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Piatt acknowledges and agrees that his job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to adjust Piatt from Step C to Step D of the department head salary schedule, to an annual base salary of $142,619, effective May 27, 2024, and payable at the same time and manner as other Council Appointed Employees of the City are paid. Piatt shall also be provided with a one-time payment, paid along with the next regularly scheduled payroll following City Council adoption of this Agreement, in the amount of $2175.00, less any applicable tax withholdings.

2024 Payment in Lieu of Cost-of-living Increase: Piatt shall be paid a payment in lieu of a 2024 Cost-of-living increase equivalent to 3% of salary at the 1/1/2024 level this payment is calculated to be $4,065, less applicable tax withholdings.

2025 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2025, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

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Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of Piatt each year of the contract and during any extension period of the contract. Upon the Council's concurrence with the satisfactory review, Piatt will be eligible for a step increase within the overall range for the position. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Piatt. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Piatt. The City Administrator's evaluation of Piatt will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Piatt's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Piatt shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that Piatt shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City Administrator. Any remaining unused Administrative leave, up to a maximum of 40 hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

Section 8. Bereavement Leave:

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

Section 9. Automobile Allowance:

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

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Piatt shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Piatt shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Piatt shall accumulate vacation leave at the rate of twenty (20) working days of vacation per year. One additional day per year shall be added to the accumulation rate, above, on the employees' anniversary date in his department head position until a maximum rate of 25 days per year is reached.

Beginning June 4, 2026, or when vacation accruals fall below the 3x annual accrual rate (whichever is sooner) Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

> Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 3: On the payday for the period including November 21, 2025, 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 4: On the payday for the period including May 21, 2026, all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

In addition to the above mandatory draw-down schedule for excess vacation, Wright may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

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

City Paid Medical Benefit after Retirement

This section will terminate in five years on June 4, 2029, without reconsideration or negotiations with the Department Head. The Oroville City Council, at its sole discretion, may reinstate and/or continue this program if it is economically sustainable.

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

Section 12. Holidays: Piatt is authorized to celebrate the following holidays:

1. New Year's Day
2. Martin Luther King Day

3. Lincoln's Birthday
4. President's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. The Day After Thanksgiving Day
12. Last Workday Before Christmas Day
13. Christmas Day

Piatt shall be compensated for each holiday at the straight time compensation rate.

Section 13. Technology Fee:

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

Section 14. Retirement:

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

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPRA CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPRA CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

Sick Leave Conversion at the Time of Retirement:

Upon regular retirement from the City of Oroville, Piatt shall have the option to convert his unused sick leave balance to CalPERS service credit or he may convert it to a dollar value to pay premiums for medical, dental, and vision insurance. Piatt may also elect to split his unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

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

Section 15. Deferred Compensation Plan:

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

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Piatt shall only accept outside employment that involves teaching or training related to his profession and any existing agreements. Any outside employment shall not interfere with Piatt's duties as while employed by

the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

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

Section 18. Professional Development:

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

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

Section 19. General Expenses:

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

Section 20. Civic Club Membership:

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

Section 21. Indemnification:

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

Section 22. Bonding:

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

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Piatt that Piatt is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Piatt serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations providing for progressive discipline or appeal rights for disciplinary actions. Piatt acknowledges and agrees that he is otherwise subject to all other City Personnel Rules and Regulations.

Section 24. Notices:

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

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
B. TO PIATT: Piatt at his/her permanent residence address on record with the City of Oroville

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

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.
B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Piatt.
C. This Agreement shall not be assigned by Piatt or City.
D. This Agreement shall not be modified without the written consent of Piatt and City.
E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held June 4, 2024.

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

CITY OF OROVILLE

David Pittman, Mayor

Patrick Piatt, Director of Community Development

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

AMENDMENT #1 TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND PATRICK PIATT

This Amendment, dated August 20, 2024, is to the Employment Agreement ("Agreement") effective June 4, 2024, between the City of Oroville ("City") and Patrick Piatt ("Piatt").

In consideration of the terms and conditions herein, the City and Piatt agree that the Agreement shall be amended as follows:

1. SECTION 5 IS REPLACED WITH THE FOLLOWING:

City agrees to place Piatt at Step E of the Department Head salary schedule, an annual base salary of $150,123 effective August 19, 2024 and payable at the same time and manner as other Council Appointed Employees of the City are paid.

2025 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2025, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2026 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2026, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2. Conflicts between this Amended Agreement and the Agreement shall be controlled by this Amendment. All other provisions within the Agreement not modified by this Amendment shall remain in full force and effect.

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

CITY OF OROVILLE

David Pittman, Mayor

Patrick Piatt
Community Development Director

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. 9311

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

(Amended Agreement No. 3464)
Amendment 1

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

1. The Mayor is hereby authorized and directed to execute an amendment to the employment agreement, Amendment 1 between the City of Oroville and Patrick Piatt. A copy is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 20, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

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

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

DATE: **AUGUST 20, 2024**

SUMMARY

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

DISCUSSION

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

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

Planning Commission Summary

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

At the public hearing, three people spoke in opposition to the rezone. The main concern expressed revolved around a Trust Deed dated June 29, 1916, which stated that the property at

[1] OMC 17.40.020.A

1684 Robinson was granted to the YMCA “for the purpose of its use by said Association as a play ground for the boys and girls of Oroville, California, forever” (Attachment 5). The concern appears to be that the rezone and sale of the property would conflict with the Trust Deed.

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

ENVIRONMENTAL

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

FISCAL IMPACT

None.

RECOMMENDATIONS

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

ATTACHMENTS

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

CITY OF OROVILLE
ORDINANCE NO. XXXX

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

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

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

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

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

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

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

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

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

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

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

DRAFT

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
DAVID PITTMAN, Mayor

APPROVED AS TO FORM: ATTEST:

_____ _____
SCOTT E. HUBER, City Attorney KAYLA REASTER, Assistant City Clerk

DRAFT

Book 160

P. 268

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

A. H. Louey,.....Recorder,

By G E Walsh Deputy Recorder.

Freda Ehmann, et al.

to

Frederick M. Duckles.

Trust Deed.

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

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

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

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

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

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

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

Deeds No. 160

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

Given under our hands the day and date above written.

Mrs. Freda Ehmann,

Edwin W. Ehmann.

---ooOoo---

State of California)
County of Alameda) ss.

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

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

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

(Seal) Alameda County, Cal.

---ooOoo---

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

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

By G. F. Wolfe Deputy Recorder.

H. E. Herper,

to

Alvira E. Herper.

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

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

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

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

Deeds No. 160

City of Oroville

Patrick Piatt
Director

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

PLANNING COMMISSION STAFF REPORT **Thursday, July 25, 2024**

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

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

RECOMMENDATION: Staff recommends the following actions:

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

APPLICANTS:	City initiated
LOCATION: 1650 & 1684 Robinson Street Oroville, CA 95965	**GENERAL PLAN:** Public **ZONING:** Public or Quasi-Public Facilities (PQ) & Downtown Historic Overlay District (DH-O) **FLOOD ZONE:** X
ENVIRONMENTAL DETERMINATION: Categorically Exempt from CEQA as existing facilities, per Section 15301 of the California Code of Regulations.	
REPORT PREPARED BY: Kristina Heredia, Planner Community Development Department	**REVIEWED BY:** Patrick Piatt, Director Community Development Director

DISCUSSION:

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

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

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

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

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

FISCAL IMPACT:
None.

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

[1] OMC 17.40.020.A
[2] OMC 17.34.010.A
[3] Land Use Element of General Plan pg. 3-30

Attachments:

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

CITY OF OROVILLE
RESOLUTION NO. 9312

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

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

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

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

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

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

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

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

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

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

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

Section 4. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on this 20th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
David Pittman, Mayor

ATTEST:

_____
Kayla Reaster Assistant City Clerk

FORM APPROVED:

_____
Scott E. Huber. City Attorney