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

May 06, 2025
REGULAR MEETING
CLOSED SESSION 3:30 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

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

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

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. BUTTE COUNTY FIRE SAFE COUNCIL WILL PRESENT INFORMATION ON FIRE WISE COMMUNITIES

The City Council shall receive a presentation from the Butte County Fire Safe Council on Fire Wise Communities.

ACTION REQUESTED –

ACCEPT FOR INFORMATION.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 5** 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. EXTEND AGREEMENT FOR PROFESSIONAL SERVICES WITH JENNIFER ARBUCKLE CONSULTING

The Council shall consider extending the professional services agreement with Jennifer Arbuckle Consulting for grant management and SB 1383 Compliance, extending the term through Fiscal Year 2025/2026 and Fiscal Year 2026/2027 at her current rate of $125/hour.

ACTION REQUESTED -

ADOPT RESOLUTION NO.9367 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THIRD AMENDMENT TO AGREEMENT #3386 WITH JENNIER ARBUCKLE CONSULTING – (AGREEMENT NO. 3386).

2. PURCHASE OF ONE NEW COMMAND VEHICLE FOR THE FIRE DEPARTMENT

The Council shall consider the expenditure of funds to purchase a new 2025 Ford F-250 pickup to be used as a Battalion Chief command vehicle. The vehicle will be outfitted with emergency lighting, radios, camper shell and necessary command equipment. If approved, the new vehicle will replace the current 2019 Ford F-150, which will be reassigned as a utility vehicle within the department.

ACTION REQUESTED -

APPROVE THE PURCHASE OF ONE 2025 FORD F-250 COMMAND VEHICLE WITH ASSOCIATED EMERGENCY EQUIPMENT

3. SALE OF CITY-OWNED PROPERTY LOCATED AT 3235 BURLINGTON AVENUE

The Council shall consider selling residential property located at 3235 Burlington Avenue.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9366 - A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE DIRECTOR OF BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT, AMY BERGSTRAND, TO EXECUTE ALL DOCUMENTS RELATING TO THE SALE OF THE CITY-OWNED PROPERTY IDENTIFIED AS 3235 BURLINGTON AVENUE, OROVILLE (APN.035-096-004) TO GARY AND REBECCA ASHWORTH FOR $170,000.

4. REQUEST TO WAIVE MUSEUM FEES FOR EVENT AT CHINESE TEMPLE

City Council will have the choice to waive the standard $3 per person admission fee and special event fee of $110.24 for an Asian heritage event the docents would like to hold at the Chinese Temple Museum on Saturday, May 24, 2025, featuring a Tai Chi demonstration and children's origami instruction. The fee waiver would apply only for that day and is intended to encourage broader public participation.

ACTION REQUESTED –

CITY COUNCIL TO APPROVE OR DENY THE FEE WAIVER REQUEST AND ALLOW CITY ADMINISTRATOR TO SIGN FORMS ACCORDINGLY.

5. 50TH ANNIVERSARY OF FREEDOM | HMONG VETERANS SPECIAL GUERRILLA UNITS REMEMBRANCE DAY

The Council shall consider adopting the proposed resolution, honoring and recognizing May 15th as Hmong-American Veterans Memorial Day.

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9374 – HONORING AND RECOGNIZING MAY 15TH AS HMONG-AMERICAN VETERANS MEMORIAL DAY.

REGULAR BUSINESS

6. 2025 COMMUNITY WILDFIRE PROTECTION PLAN (CWPP) OVERVIEW

The City Council shall receive an overview and consider approval of the Community Wildfire Protection Plan (CWPP). Oroville City Fire Department is an active participant in the County wide CWPP, which is designed to enhance regional wildfire mitigation and coordination efforts.

ACTION REQUESTED -

APPROVE THE 2025 BUTTE COUNTY COMMUNITY WILDFIRE PROTECTION PLAN (CWPP) AND AUTHORIZE THE MAYOR TO SIGN.

7. EMPLOYMENT CONTRACT WITH RUTH DUNCAN FOR POSITION OF FINANCE DIRECTOR

The Council shall consider entering into a new employment contract with Ruth Duncan for the position of Finance Director.

ACTION(S) REQUESTED

APPROVE EMPLOYMENT CONTRACT; AND

ADOPT RESOLUTION NO. 9373 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RUTH DUNCAN.

8. EMPLOYMENT CONTRACT AMENDMENTS WITH CONTRACTED EMPLOYEES

The Council shall consider contract amendments with all contracted employees, that would modify accrual language leave accruals, and language in the Non-Industrial Injury / Illness section of the agreements.

ACTION REQUESTED -

ADOPT RESOLUTIONS NO. 9368-9372

9. ALLEYWAY NAMING INITIATIVE

At the request of Council Member Goodson and Council Member Webber, the Council will consider the installation and naming of signage in alleyways located within City limits. It is estimated approximately 195 signs would be needed with a materials cost of $35,000. Labor is anticipated to be approximately five (5) hours per sign, or a total of 975 labor hours, or 24.4 weeks for one full-time laborer. Additionally, admin time is anticipated to also be approximately five (5) hours per sign, or a total of 975 labor hours, or 24.4 weeks for one full-time admin person.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

10. AWARD CONTRACT TO MARK THOMAS & COMPANY, INC. FOR PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE WASHINGTON AVENUE AND TABLE MOUNTAIN BOULEVARD COMPLETE STREETS PROJECT

The Council shall consider authorizing the Mayor to sign Agreement No. 3546 for preliminary engineering and environmental services for the Washington Avenue and Table Mountain Boulevard Complete Streets project.

ACTION REQUESTED -

AUTHORIZE THE MAYOR TO SIGN AGREEMENT NO. 3546 AND AWARD THE PROJECT TO MARK THOMAS & COMPANY, INC. FOR PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE WASHINGTON AVENUE AND TABLE MOUNTAIN COMPLETE STREETS PROJECT.

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

11. 5:00PM – PUBLIC HEARING - PROPSOSED UPDATES TO THE WEED ABATEMENT ORDINANCE

As wildfire risks continue to grow, the safety of Oroville's residents remains a top priority. Staff is requesting the Council consider updates to the current weed abatement ordinance to strengthen fire prevention efforts and better protect our community. These updates focus on addressing fire hazards more effectively, with a key emphasis on establishing defensible space around homes to reduce the risk of wildfire damage.

ACTION REQUESTED -

WAIVE THE FIRST READING OF ORDINANCE FOR WEED ABATEMENT AND DIRECT STAFF TO BRING BACK FOR ADOPTION AT THE NEXT MEETING WITH PROPOSED EFFECTIVE DATE OF JANUARY 1, 2026.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
   - **i. PG&E Request to Change Rates Notice**
   - **ii. Fire Department Stat Report 05.01.25**

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on May 20, 2025 at 4:00 p.m.

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

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

Community Wildfire Preparedness & Resources

Jim Houtman & Lauren de Terra
Butte County Fire Safe Council

Butte County FireSafe COUNCIL



Meet the Butte County Fire Safe Council

- Office in Paradise, works county-wide
- 501 © 3 Non-Profit founded in 1998
- We are an “umbrella” for seven local Fire Safe Councils.



Our mission is to provide safety in Butte County through wildfire hazard education, mitigation and wildfire recovery.

Program Highlights

- Chipper Program
- Residents Assistance Program
- Hazardous Tree Removal
- Grazing
- Firewise USA



Community Outreach and Education

- Firewise USA Communities
- Wildfire Ready Raccoon
- School programs
- Special events
- Project tours
- *Doom the Broom* invasive species removal
- Workshops, trainings, and community group presentations
- Digital media

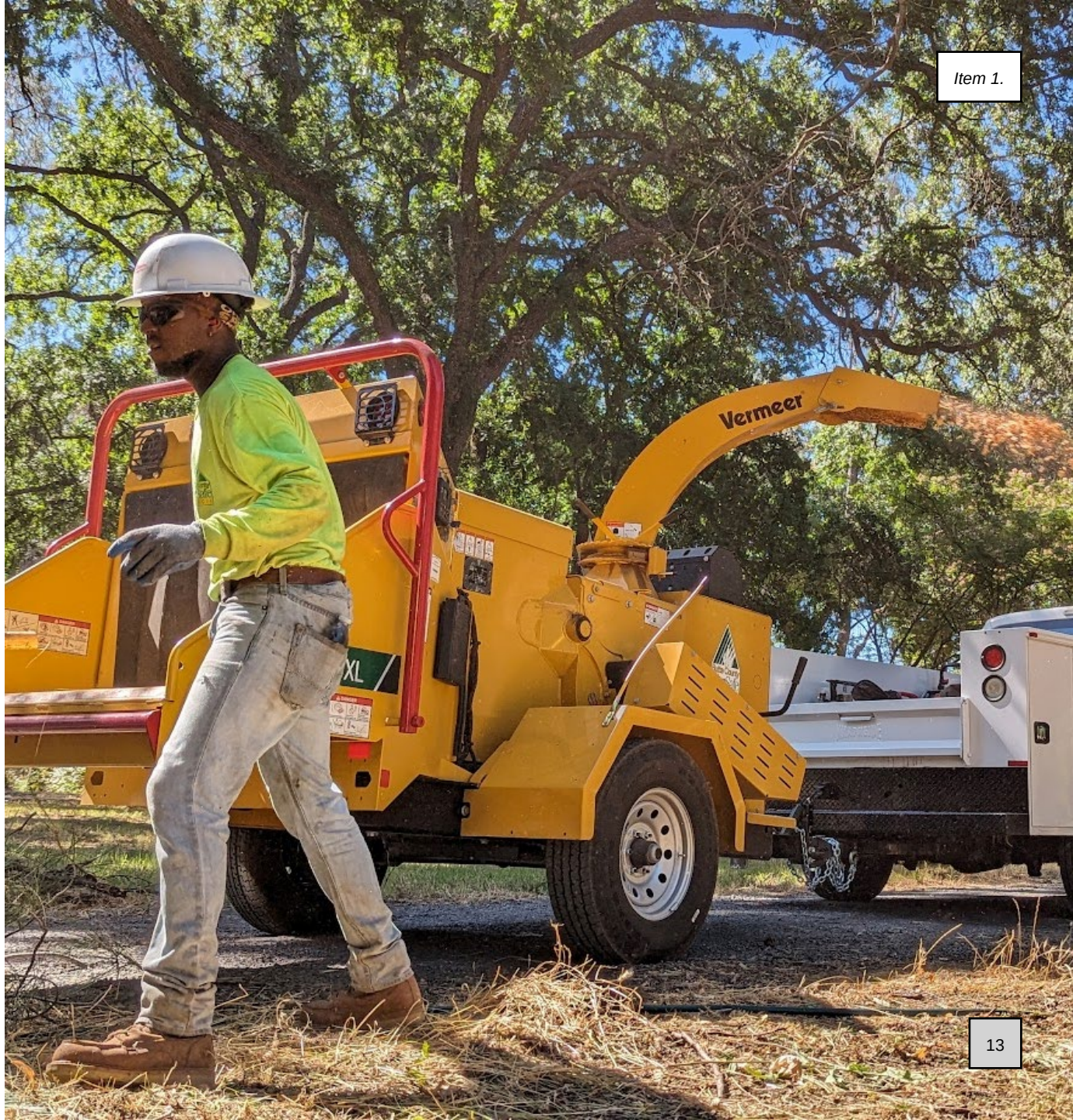






Chipper Program

- You stack it, we chip it!
- Currently available county-wide.
- No-cost to residents.
- 46 sites completed in the Oroville area in 2024/5.



Residents Assistance Program (RAP)

- Defensible Space Clearance (0-100ft)
- Residents must be low income, elderly, or disabled
- Taking contact information for the waitlist. Program resuming soon.





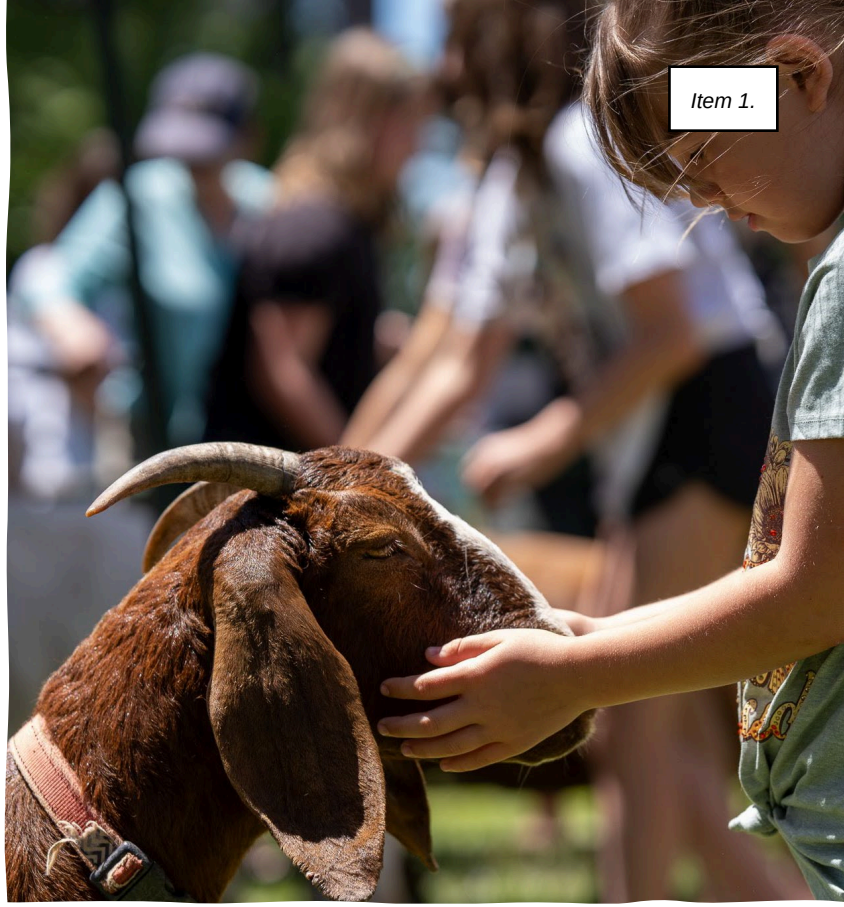


Hazardous Tree Removal

- Town of Paradise Category 4 Tree Program
- Camp & North Complex Footprint







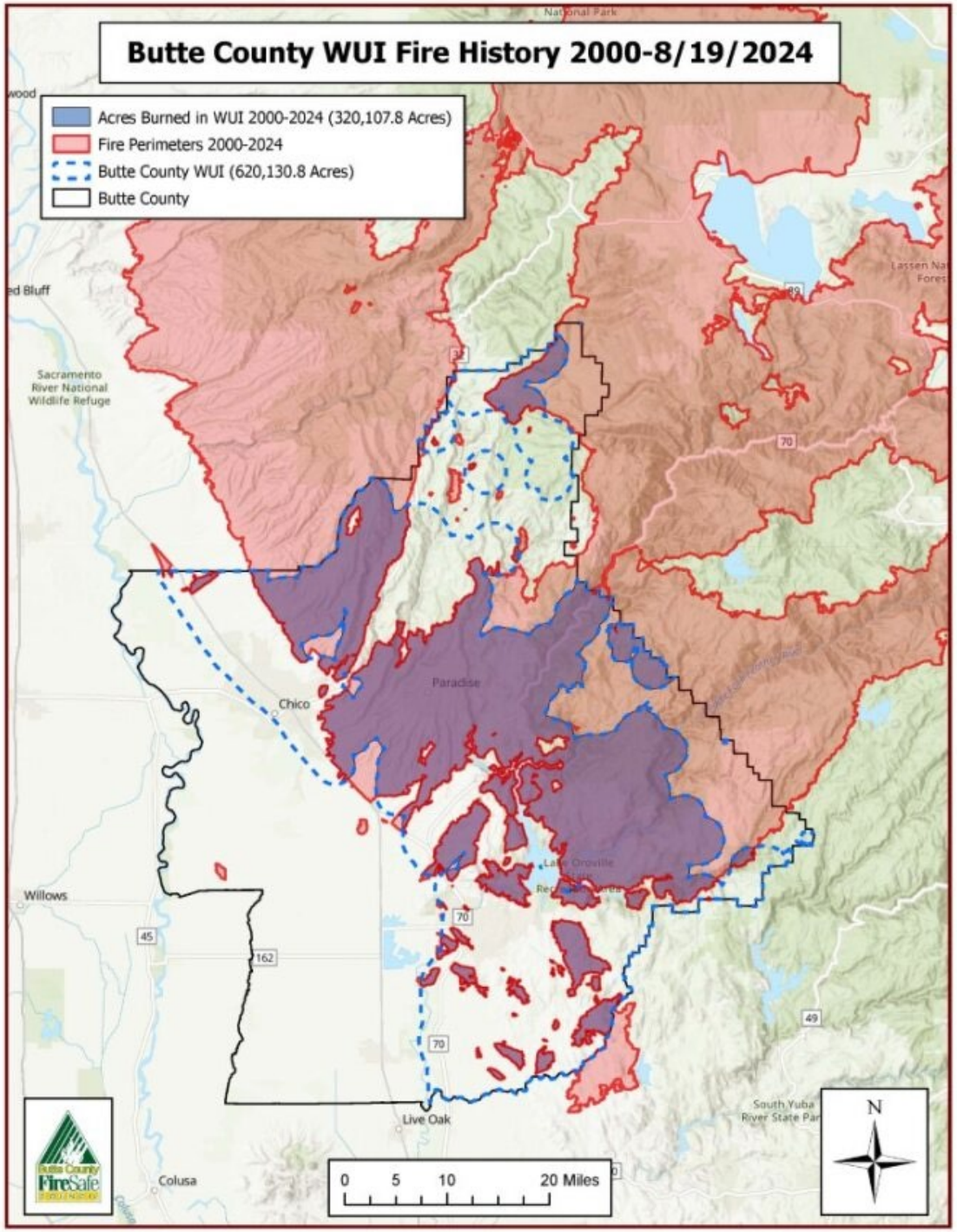
Grazing

- Strategic fuels reduction and maintenance projects
- Paradise Grazing Festival- Sunday, June 1st
- Grazing & Goat Ownership Workshops

Current and Past Projects
Fire History 2000 - 2024

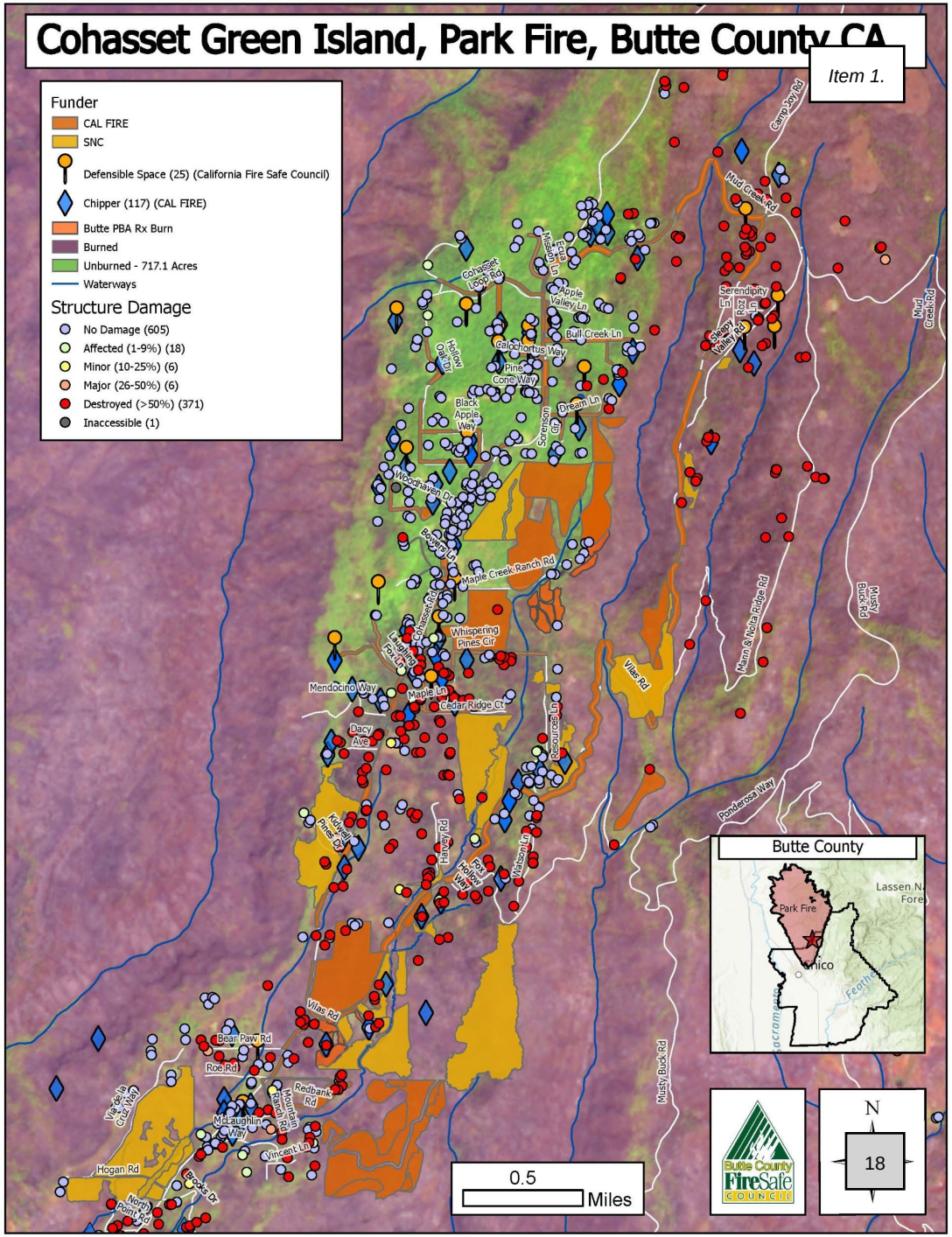
- Hand cut and chip
- Hand cut and pile
- Lop and scatter
- Mechanical pile
- Mastication
- Biomass Removal
- Herbicide
- Grazing
- Prescribed Burning
- Pile Burning
- Logging
- Forest Restoration

- 2024 – Completed 3500 Acres
- 2025 – Projected 6000 Acres
- Fire History1999 - Present:
  - 88% Butte County's Wildland Urban Interface (WUI) has burned
  - 51% of Butte County has burned
- **In the last 25 years, over half of Butte County has experienced wildfire**



Butte County Fire History 2000 -2024

Park Fire 2024 Cohasset CA





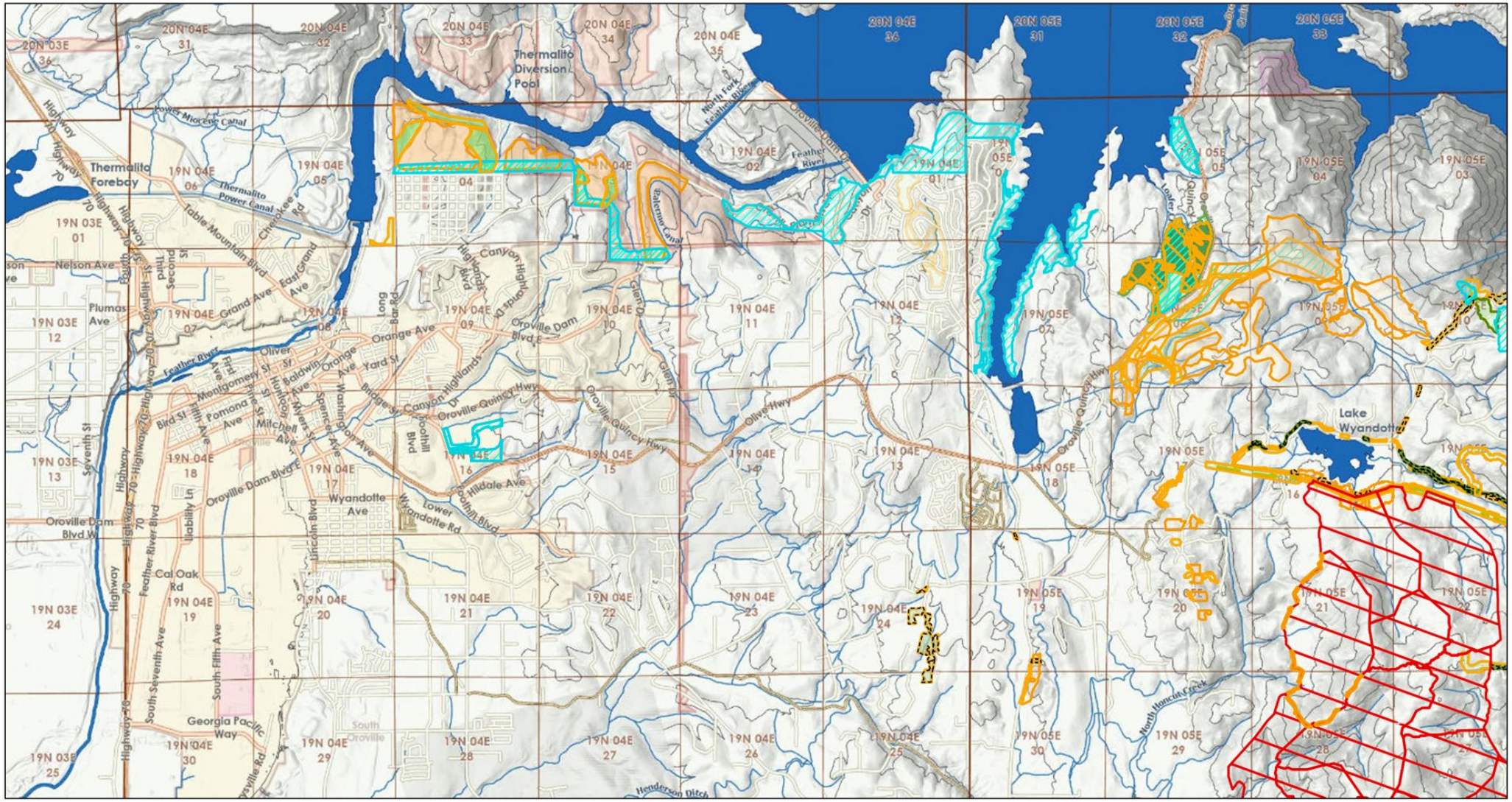
Hwy 32, Forest Ranch





Maple Creek Ranch, Cohasset

Southern Butte County Treatments



4/22/2025, 11:32:17 AM

1:55,000

0 0.5 1 2 mi

0 0.75 1.5 3 km

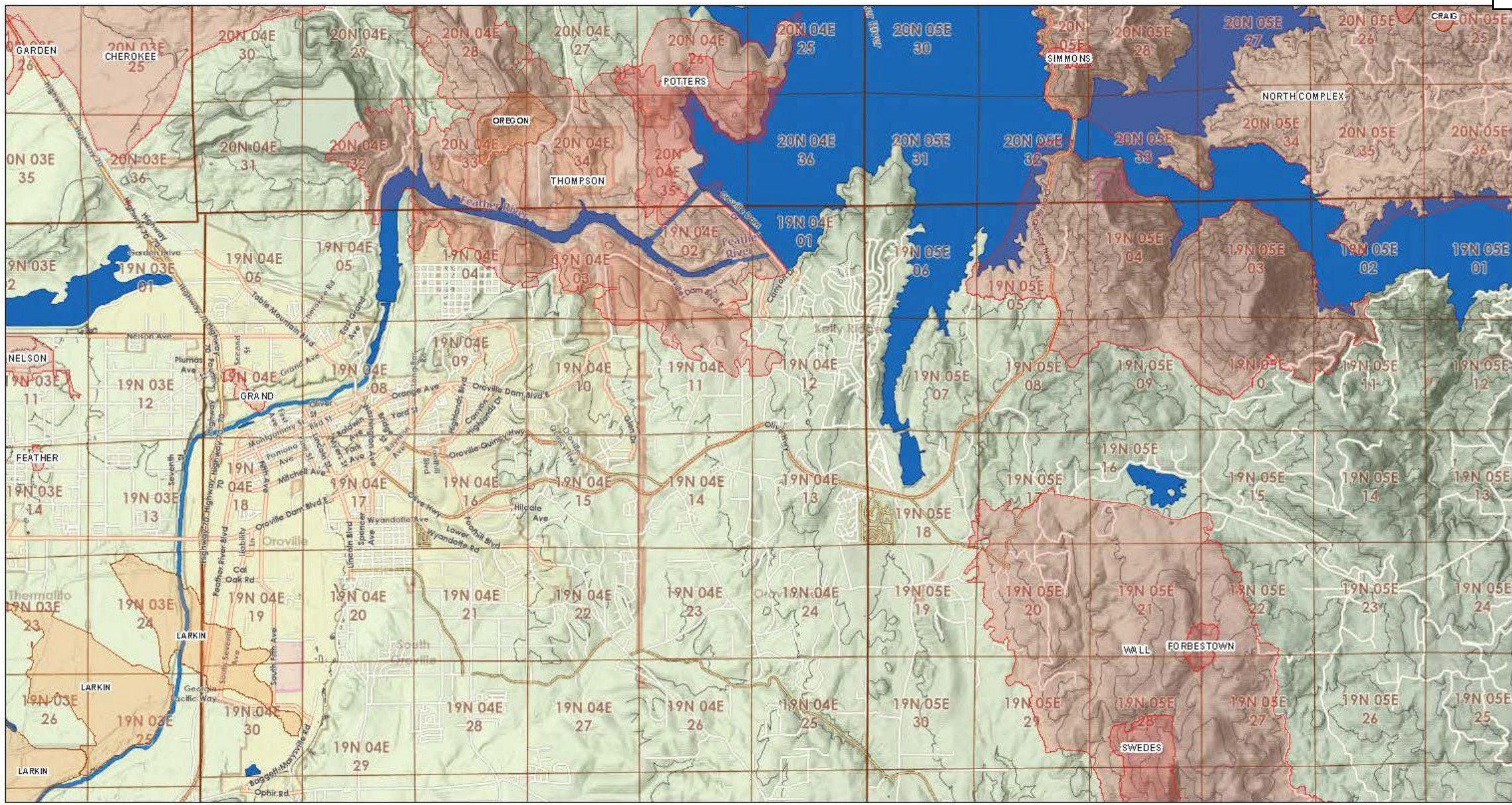
CK

Active Projects
- Rx Fire
- Grazing
- Biomass Removal
- Chipping
- Thin Man
- Mastication
- Completion Tracking

Completed Projects
- Thin Man
- Mastication
- Grazing
- Lop And Scatter
- Chipping

Grants Proposed Treatment Areas
- Thin Mech
- Thin Man
- Mastication
- Grazing
- Chipping

Oroville Area Fire Map 2000-2025



4/22/2025, 11:59:20 AM

1:70,000

0 0.5 1 2 mi



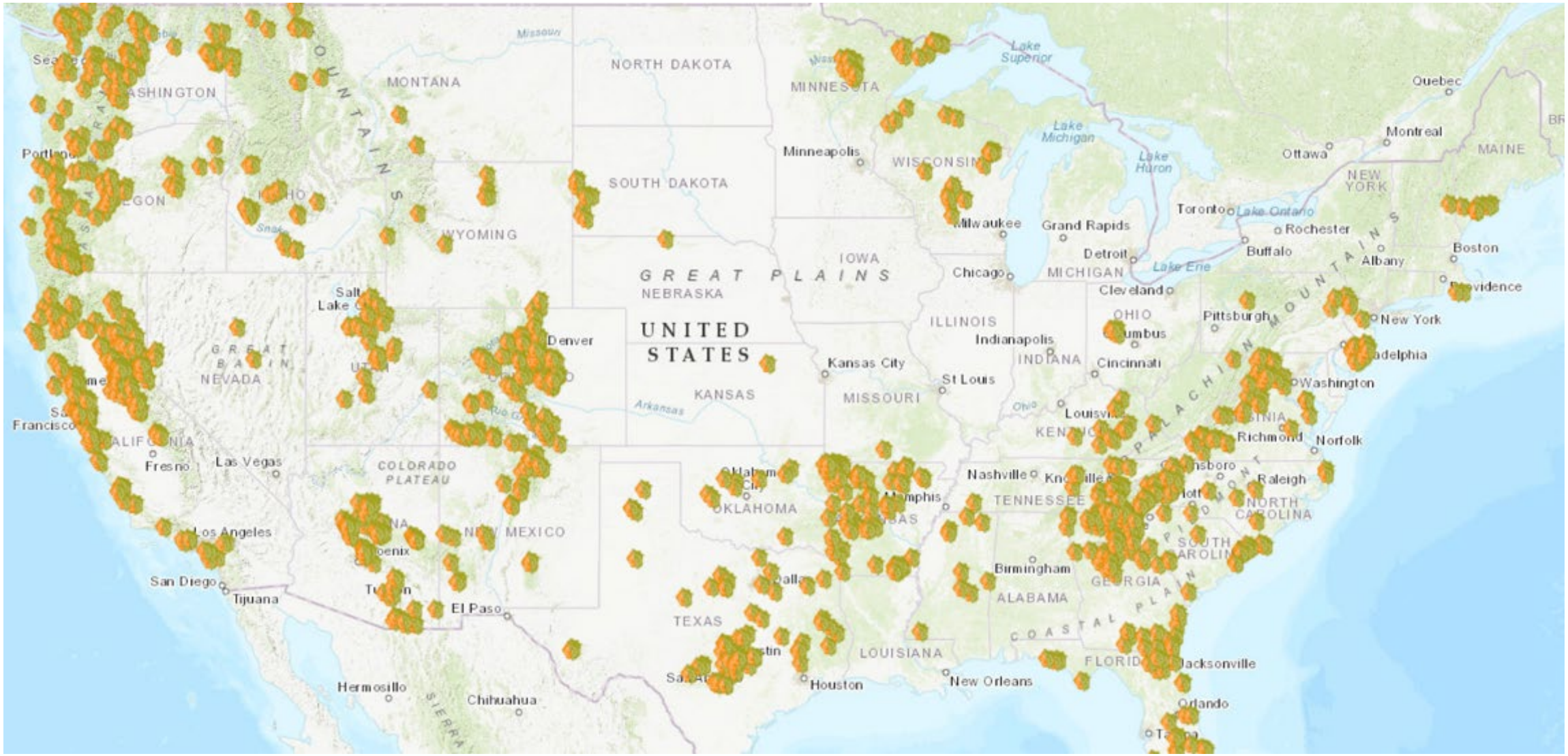
Firewise USA Communities



- Program under the National Fire Protection Association (NFPA).
- CAL FIRE reviews and approves new community applications and issues certificates in California.
- Butte County Fire Safe Council supports local communities with development.

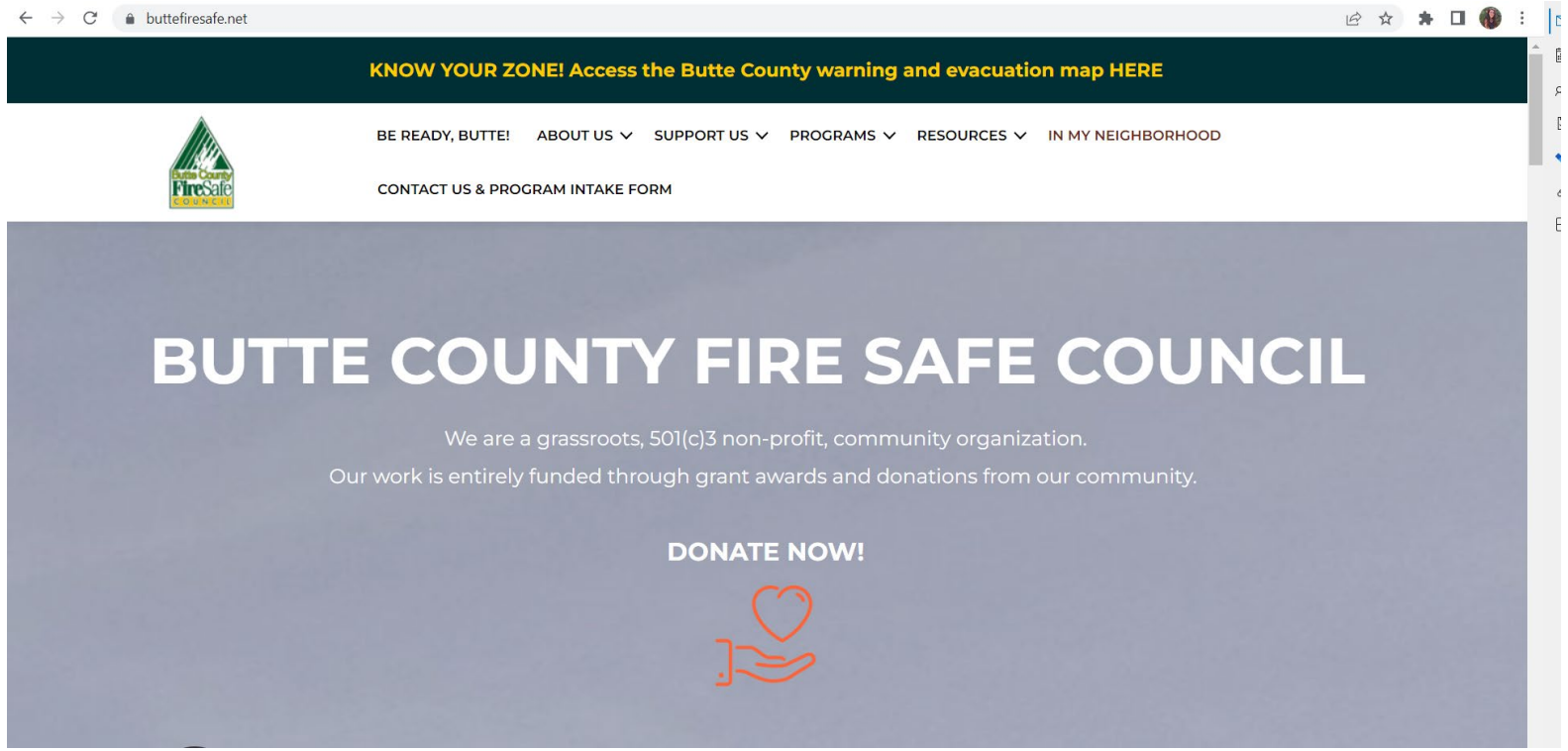
Why

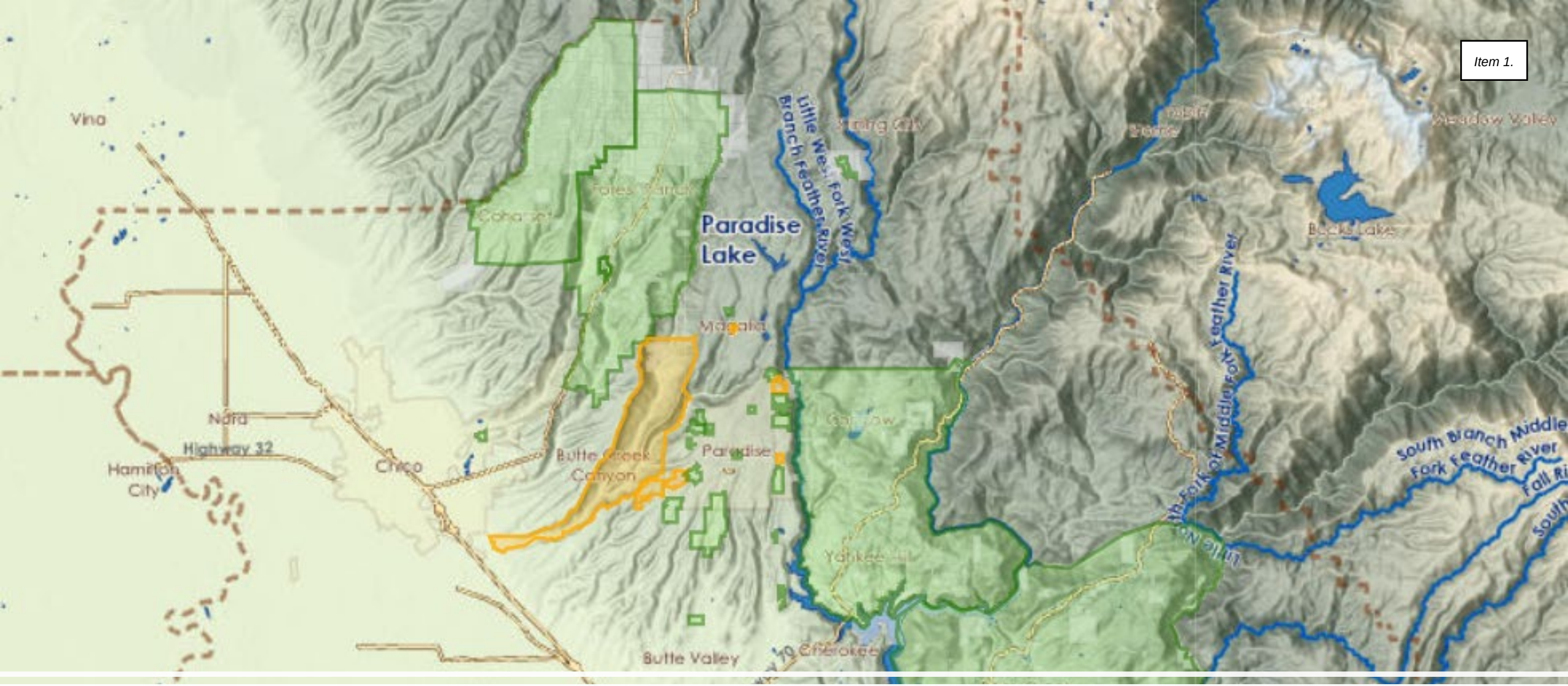
- Collective safety at the community level.
- Goal to minimize wildfire risk on private property.
- Promotes neighborhood cooperation and creates a framework for action.


NORTH DAKOTA
MONTANA
MINNESOTA
SOUTH DAKOTA
WYOMING
GREAT PLAINS
NEBRASKA
IOWA
UNITED STATES
ILLINOIS
INDIANA
OHIO
MICHIGAN
WISCONSIN
KANSAS
MISSOURI
NEVADA
GREAT BASIN
COLORADO PLATEAU
NEW MEXICO
OKLAHOMA
TEXAS
LOUISIANA
TENNESSEE
KENTUCKY
ALABAMA
GEORGIA
FLORIDA
SOUTH CAROLINA
NORTH CAROLINA
VIRGINIA
WEST VIRGINIA
PENNSYLVANIA
NEW YORK
MAINE
Lake Superior
Lake Michigan
Lake Huron
Lake Erie
Lake Ontario
Missouri
Arkansas
Ohio
Minneapolis
Chicago
Milwaukee
Grand Rapids
Detroit
Cleveland
Toronto
Ottawa
Montreal
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Kansas City
St Louis
Denver
Salt Lake City
Las Vegas
Fresno
Los Angeles
San Diego
Tijuana
El Paso
Phoenix
Hermosillo
Chihuahua
Houston
New Orleans
Dallas
Memphis
Nashville
Birmingham
Jacksonville
Orlando
Washington
Philadelphia
Richmond
Norfolk
Raleigh
Portland
Seattle
San Francisco

View Firewise USA community map on the BCFSC website.

Buttefiresafe.net >> Programs >> Firewise USA



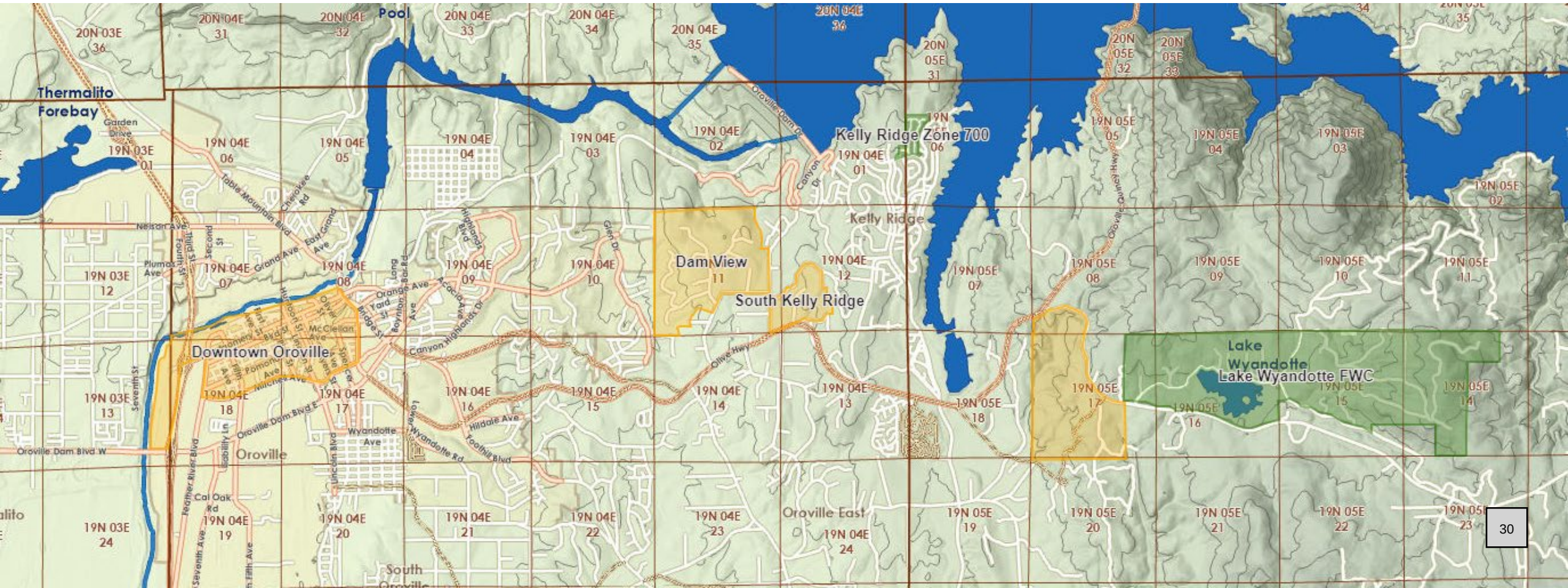


36 ‘In Good Standing’ Communities in Butte County

Oroville Area Communities

2 Certified

4 In Progress



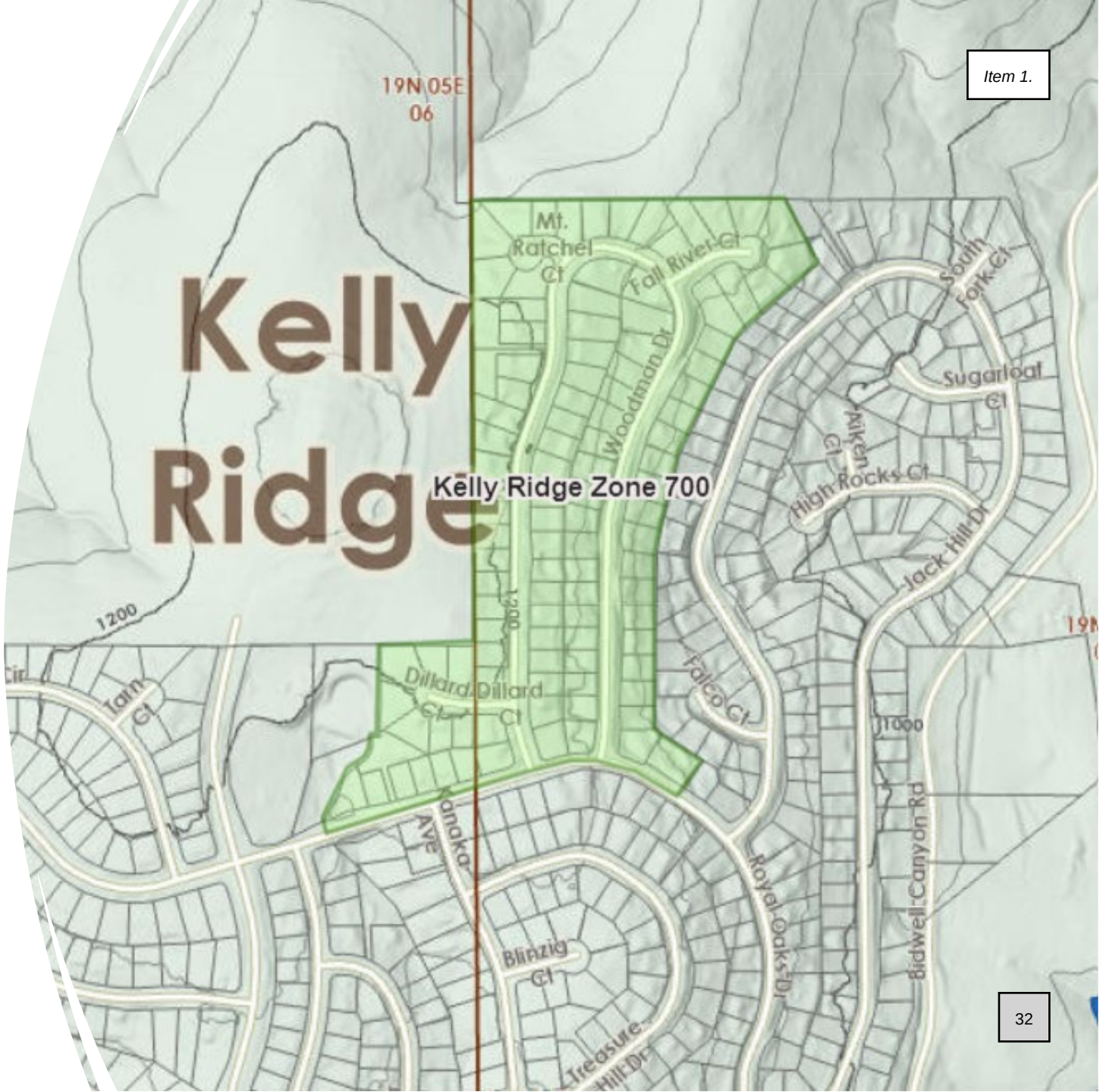
Program Components

- Map Boundary
- Risk Assessment
- Action Plan (2025-2027)
- Make account in Firewise Portal online
- Submission
  - Upload documents
  - Input volunteer hours
  - Estimate vegetation removed
  - One outreach activity required

Community Size

Minimum: **8 Dwelling Units**
Maximum: **2,500 Dwelling Units**

- Dwelling unit = Existing lived in structure.
No businesses or under construction houses included in count.
- Trailers and mobile homes included.



Risk Assessment

Identifies priorities for improved wildfire safety based on home construction, defensible space, and surrounding vegetation.

Does not replace CAL FIRE defensible space inspections.

Individual properties are not analyzed or reported on. Gives a snapshot of community averages.



Defensible Space Assessment Qualified Entity Training

15 BCFSC Staff and 11 Firewise USA leaders certified, Spring 2025



FIREWISE USA®

Residents reducing wildfire risks

Action Plan Categories

1. Education & Outreach
2. Home Hardening
3. Fuels Reduction/Defensible Space
4. Evacuation Planning & Preparedness

Education and Outreach Goals





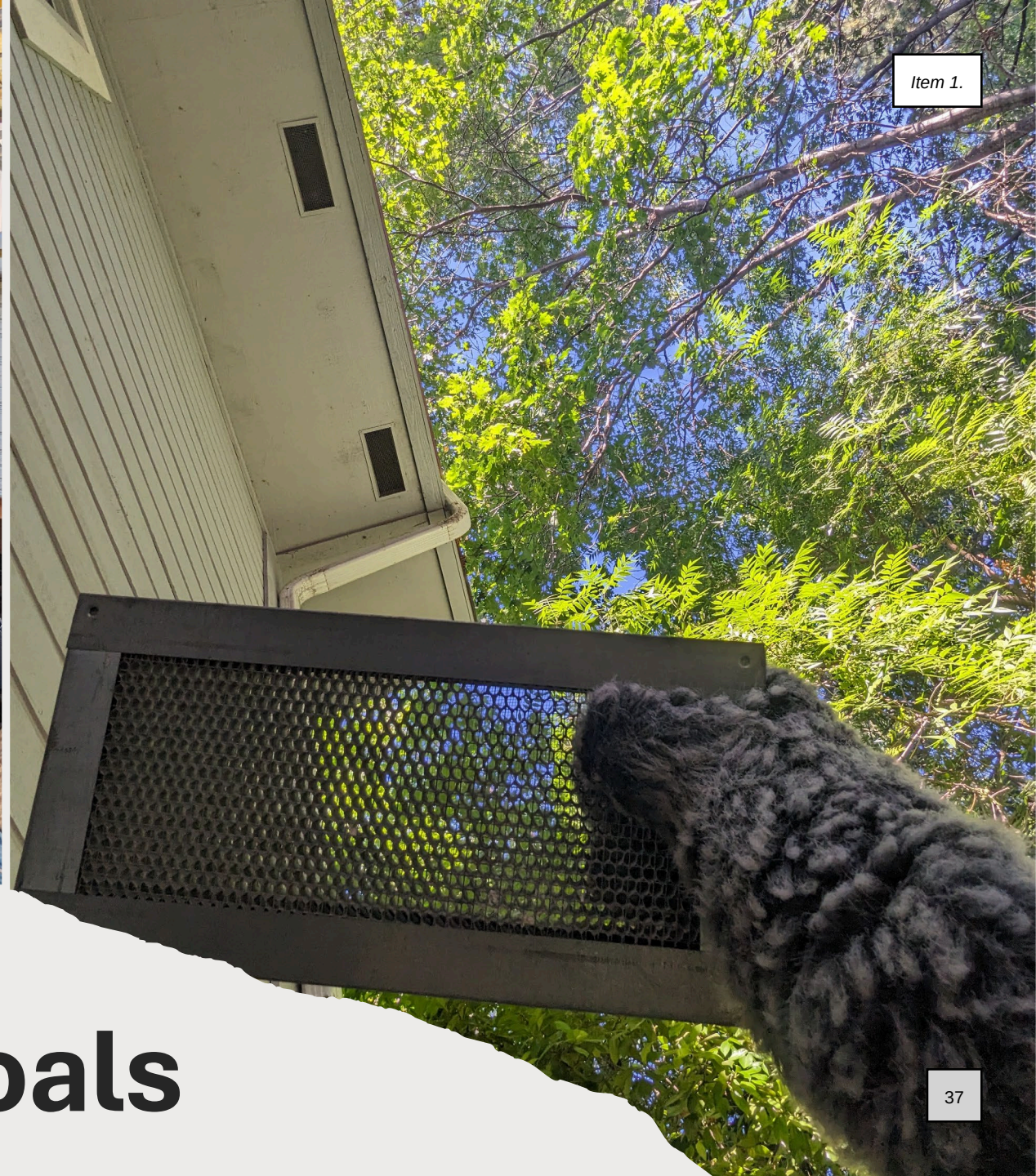












Home Hardening Goals





Defensible Space / Fuel Reduction Goals

Evacuation Planning & Wildfire Preparedness







2022

NATIONAL FIREWISE USA® PROGRAM

CERTIFICATE

OF RECOGNITION

The National Fire Protection Association acknowledges that

Lake Wyandotte

located in Oroville , CA

has successfully completed the Firewise USA® program's annual requirements for 2022 and is a participating site in good standing throughout the 2023 calendar year.

James T. Pauley, President, NFPA

NFPA FIREWISE USA® RESIDENTS REDUCING WILDFIRE RISKS

September 16, 2022

Date Issued

Certification

- CAL FIRE reviews and certifies new communities.
  (2-6 week review timeframe.)
- Certificates uploaded to the BCFSC website.
- Needed for insurance discount.
- New certificates are emailed to leaders and uploaded annually after the November renewal.

Maintain
“In Good Standing” Status

- Track volunteer hours and financial investment.

Minimum Requirement:
1 hour per dwelling unit per year

- **Activities that count towards investment:**

- Work on individual property.

- Work in common areas.

- Any money spent on wildfire risk reduction.



Most are already doing the work!









Leader/Committee Responsibilities

New **Risk Assessment** Required every 5 years.

New **Action Plan** Required every 3 years.

Volunteer hours and expenses submitted annually.

Benefits

- Save money on home insurance.
- Improve collective safety, preparedness, and communication.
- Develop a framework for action to motivate neighbors to work towards a common goal with measurable targets.
- Recognition and increased support from the Butte County Fire Safe Council and our partners.



Frequently Asked Questions

Is participation mandatory? Do all my neighbors need to participate for us to remain In Good Standing?

No. The program takes the overall hours/investment of the group. Your community will not lose certification for non-participants.

Will I get an insurance discount?

Yes! Under the Safer From Wildfires Program with the CA Department of Insurance, living within a Firewise USA is a guaranteed home insurance discount if your policy covers wildfire.

Frequently Asked Questions

Will my community get rejected if it is too high risk or neighbors do not take care of their property?

No! No community will be declined because of risk or assessment findings. If the paperwork is correctly filled out in the application, it cannot be rejected.

Can I cut around neighbors who don't participate or include people I know outside my area in the community.

No, the Firewise boundary must be a continuous area. Include everyone whether you know them or not. If they don't want to participate, they don't have to.

Wildfire Preparedness
Ready – Set – Go Model

GET READY

- Hardening Your Home
- Defensible Space
- Defensible Space & Drought
- Fire-Smart Landscaping
- Firewise Communities
- Seasonal Actions
- Dead Tree Removal
- Debris Burning

GET SET

- Wildfire Action Plan
- Prepare Your Family
- Create Your Go Bag
- Insurance Preparedness

GO!

- Go! Evacuation Guide

Home Hardening & Defensible Space



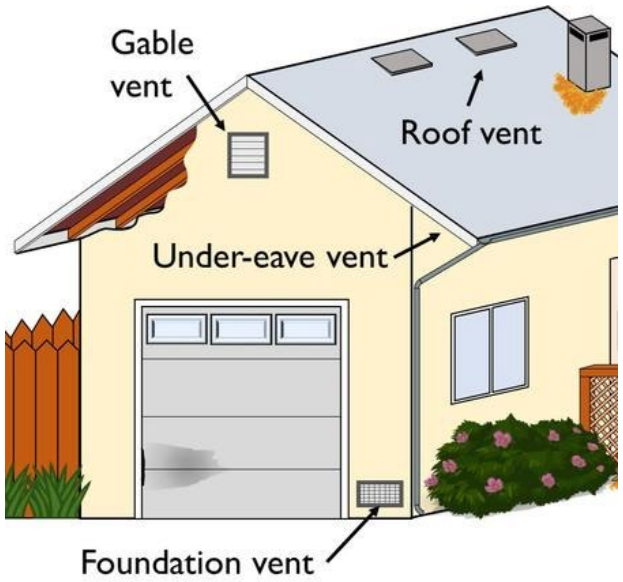


Home Hardening

•**Direct flames**: Typically coming from a wildfire or a neighboring house

•**Radiant heat:** Typically coming from nearby burning objects

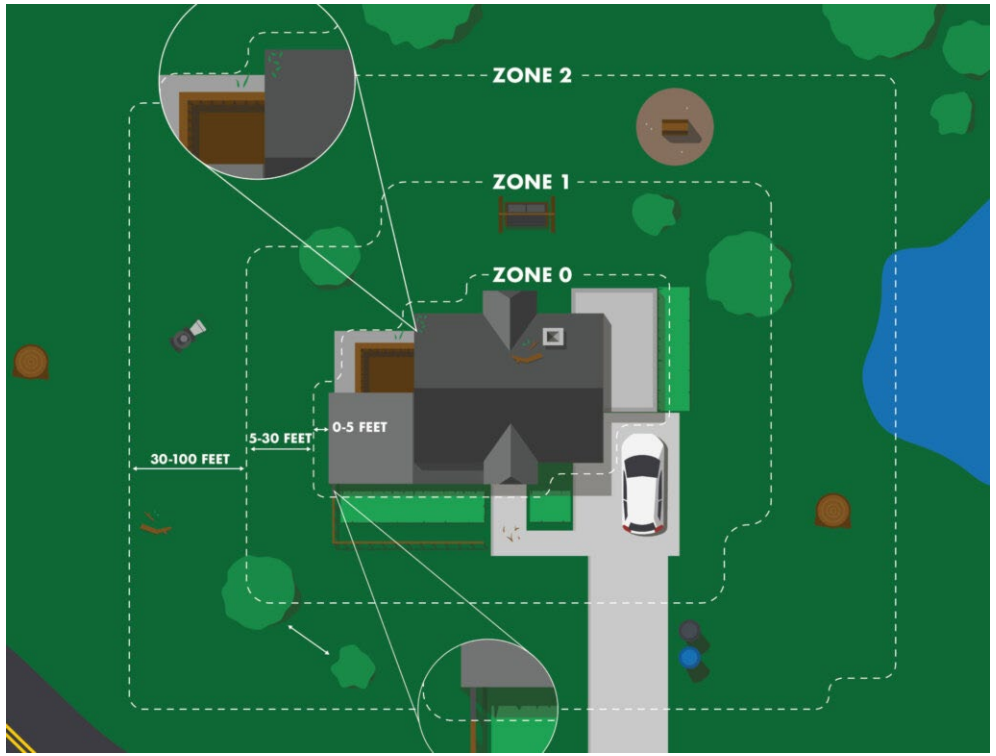
•**Flying embers**: Embers can be particularly destructive – capable of igniting homes up to a mile away.



- **Roof**: Install a **Class A fire-rated roof** (composite shingles, metal, or clay tiles).
- **Gutters: Keep clean and install gutter guards.**
- **Vents**: Upgrade to **ember- and flame-resistant vents < 1/8 inch**
- **Windows**: Use **dual-paned, tempered glass** to reduce breakage from heat.
- **Siding**: Replace with **non-combustible materials** like stucco or fiber-cement.
- **Decks & Fences**: Use fire-resistant materials and create separation from structures.

Defensible Space

- Clear **vegetation and debris within 5 feet** of all structures
- Maintain a **lean, clean, and green zone within 30 feet** of the home
- Space trees at least **10 feet apart** and **trim branches 6–10 feet up**
- Keep grass mowed to **4 inches or less**
- Remove dead plants, trees, and fallen branches
- Use **fire-resistant plants** and mulch.



FREE RESIDENTIAL
GREEN WASTE DISPOSAL

For Butte County Residents
Living in the Wildland Urban Interface

March 15, 20, 23 April 2, 12, 17, 22, 27 May 2, 7, 11, 17, 21, 27 2025
7:00AM - 3:00PM

Neal Road Recycling and Waste Facility

1023 Neal Road, Paradise, CA 95969

HOW IT WORKS:

1. Butte County residents living in the wildland urban interface may dispose of green waste for free on designated days.
2. Residents haul and unload their own green waste at the Neal Road Recycling and Waste Facility.
3. Please notify the front gate staff at Neal Road Recycling and Waste Facility with valid I.D. that you live in the wildland urban interface.
4. Link to wildland interface map: buttecounty.net/1068/GIS-Maps (Select WUI Parcel Lookup)

Prohibited items: commercial green waste, trees and branches larger than 24 inches around, stumps, rocks, boards, and trash.

If material is transported in bags, the bags must be

March

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

WILDFIRE PREPARED

A PROGRAM OF IBHS



ADDITIONAL REQUIREMENTS FOR PLUS

- ✓ Cover gutters.
- ✓ Enclose eaves.
- ✓ Install noncombustible siding.
- ✓ Upgrade windows & doors.
- ✓ Upgrade to a noncombustible deck.
- ✓ Move accessory structures at least 30 feet away.
- ✓ Remove parallel fencing.

BASE REQUIREMENTS

ROOF

- ✓ Ensure the roof covering is Class A fire-rated & maintained clear of debris.
- ✓ Choose noncombustible gutters & downspouts.

BUILDING FEATURES

- ✓ Install flame- and ember-resistant vents or 1/8-inch metal mesh over vents.
- ✓ Ensure 6-inch vertical noncombustible clearance at the base of exterior walls.
- ✓ Clear & maintain the underdeck area; enclose low-elevation decks.

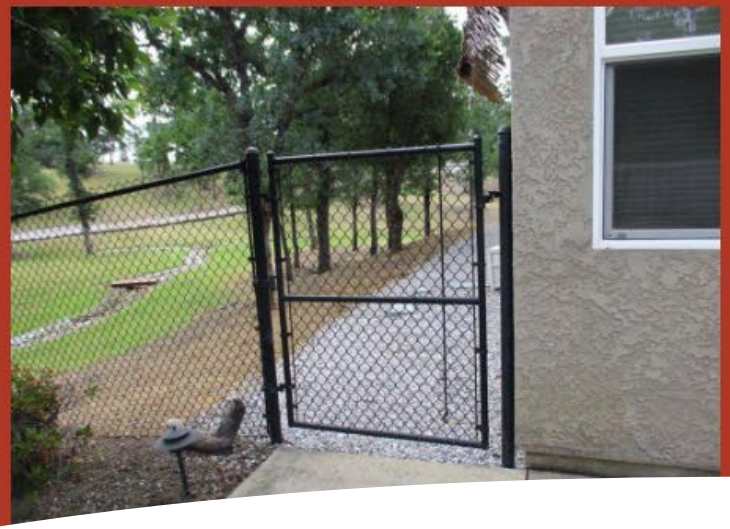
0–5 FOOT NONCOMBUSTIBLE ZONE

- ✓ Establish a **0–5 foot noncombustible zone** around the home and decks; remove overhanging branches; replace combustible fences within 5 feet.

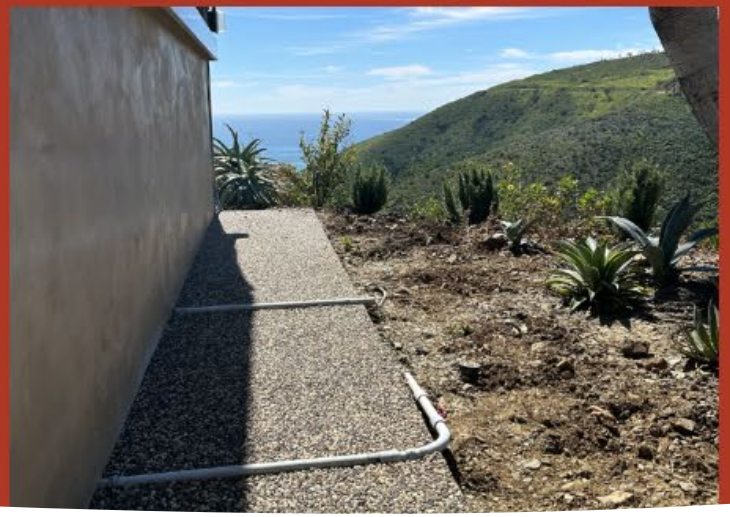
5–30 FOOT DEFENSIBLE SPACE ZONE

- ✓ Maintain yard with spaced vegetation, structures, & other connective fuels; clear debris; remove firewood.
- ✓ Move structures at least 10 feet away & maintain a 0-5 foot noncombustible zone around them.

Photos of eligible homes with the 0–5 Foot Noncombustible Zone







Wildfire Prepared Home Requirements

- A 0–5 foot noncombustible buffer around your home and decks is mandatory. All vegetation and trees, including overhanging branches, grass, artificial turf, wood mulch, wood and vinyl fencing, and stored items within this area must be removed.
- Annual self evaluation ($25) or professional evaluation ($100).
- 3-year Recertification

California Department of Insurance

- Sustainable Insurance Strategy
  Insurance companies will be required to write more policies in wildfire-distressed areas and reverse the growth of the FAIR Plan, California's "last resort" insurance plan.
- File a complaint online
- Protects policyholders affected by wildfires from non-renewals
- Butte County representative: Lisa Strange
  lisa.strange@insurance.ca.gov

First-ever agreement to cover high risk areas

All insurance companies need to do their part by taking policies out of the FAIR Plan in all areas of the state with wildfire risk.

- **85% minimum** in highly wildfire distressed areas where more than 15% are on FAIR Plan for larger and statewide companies
- **5% growth** for small or regional insurance companies in less distressed areas where FAIR Plan policies exist in pockets

Hybrid approach prevents “cherry-picking” in lower risk urban areas.

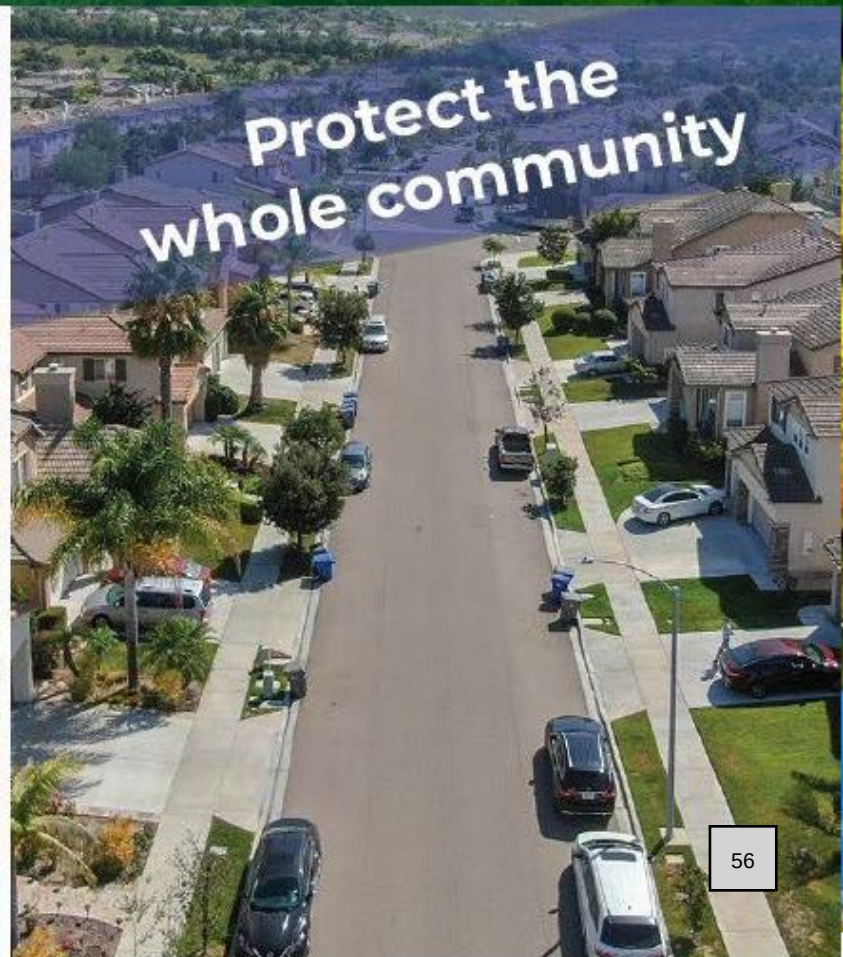


Rewarding wildfire safety

60 companies approved for discounts under Safer from Wildfires

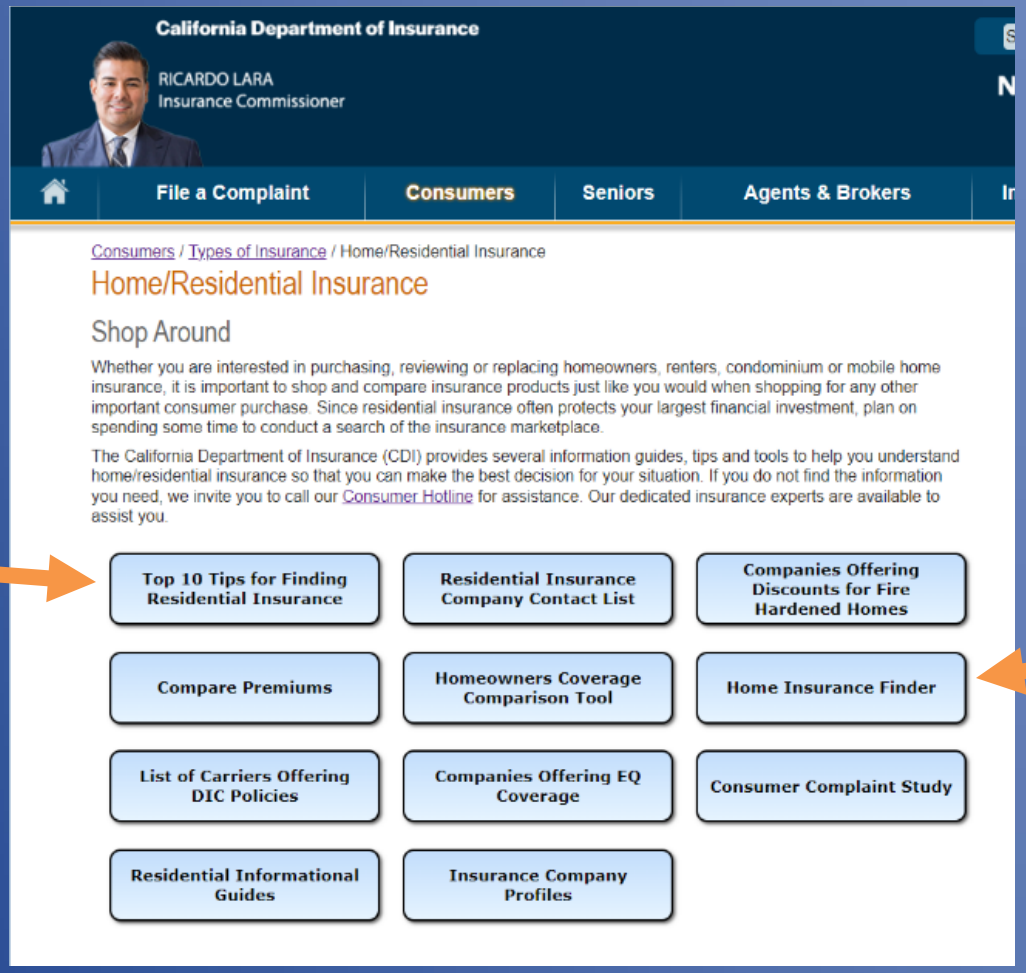






Online Tools Available at insurance.ca.gov

Top Ten Tips



Insurance Finder Tool

Online Resources

Be Ready Butte
https://bereadybutte.com/

Butte County Fire Safe Council
https://buttefiresafe.net/

Ready for Wildfire (CAL FIRE)
https://readyforwildfire.org/

United Policy Holders
https://uphelp.org/


4TH ANNUAL
PARADISE GRAZING FESTIVAL
SUNDAY, JUNE 1ST
TERRY ASHE REC CENTER - PARADISE, CA
FOOD
GOAT YOGA
VENDORS
LIVE MUSIC
PETTING ZOO
GOAT DEMOS
Butte County FireSafe COUNCIL
SPONSORS AND VENDORS - APPLY TODAY!
BUTTEFIRESAFE.NET/GRAZING



Questions?

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **EXTEND AGREEMENT FOR PROFESSIONAL SERVICES WITH JENNIFER ARBUCKLE CONSULTING**

DATE: **MAY 6, 2025**

SUMMARY

The Council shall consider extending the professional services agreement with Jennifer Arbuckle Consulting for grant management and SB 1383 Compliance, extending the term through Fiscal Year 2025/2026 and Fiscal Year 2026/2027 at her current rate of $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 fiscal years 2022/23 and 2023/24. 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 was extended again in August of 2024. The Agreement included services at $125 per hour for up to 20 hours per week. Funding in the budget was allocated for the fiscal years 2021/22 and 2022/23, 2023/24 and 2024/25.

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 her current hourly rate of $125 per hour to continue to manage SB1383 compliance requirements, continue research, continue to identify grant opportunities, complete all necessary requirements and the necessary reporting for compliance. Accordingly, this agreement is not to exceed $130,000.00 for FY 2025/2026 and FY 2026/2027.

FISCAL IMPACT

Funding will be included in the 2025/2026 and 2026/2027 budget. Consultant continues to identify grant opportunities to offset fiscal impact.

RECOMMENDATION

ADOPT RESOLUTION NO.9367 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THIRD AMENDMENT TO AGREEMENT #3386 WITH JENNIER ARBUCKLE CONSULTING – (AGREEMENT NO. 3386).

ATTACHMENTS:

First Amendment to Agreement with Jennifer Arbuckle Consulting
Second Amendment to Agreement #3386
Third Amendment to Agreement #3386
Resolution No. 9367

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: ATTEST:

By: _____ for

Scott Huber, City Attorney

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

NOES: None

ABSTAIN: None

ABSENT: Council Member Goodson

David Pittman Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Kayla Reaster Acting City Clerk

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

This Third Amendment ("Amendment") dated May 6, 2025, 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, 2027, 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. 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: ATTEST:

By: _____
Scott Huber, City Attorney

By: _____
Brian Ring, City Clerk

CITY OF OROVILLE
RESOLUTION NO. 9367

A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THIRD 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 Third 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 May 6, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Brian Ring, City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **CHRIS TENNS, FIRE CHIEF**

RE: **PURCHASE OF ONE NEW COMMAND VEHICLE FOR THE FIRE DEPARTMENT**

DATE: **MAY 6, 2025**

SUMMARY

The council may consider the expenditure of funds to purchase a new 2025 Ford F-250 pickup to be used as a Battalion Chief command vehicle. The vehicle will be outfitted with emergency lighting, radios, camper shell and necessary command equipment. If approved, the new vehicle will replace the current 2019 Ford F-150, which will be reassigned as a utility vehicle within the department.

DISCUSSION

The Fire Department is requesting to purchase one new command vehicle to replace the existing 2019 Ford F-150. This vehicle no longer meets the demands of our field command staff. Battalion Chiefs are frequently Incident Commanders of complex incidents and require a larger, more capable platform to effectively manage operations and carry an increasing array of equipment, communications tools, and command items. The proposed 2025 Ford F-250 offers greater storage capacity, improved ground clearance, and is better suited for rugged terrain and extended deployments. Outfitting the vehicle with updated emergency lighting, radios, and incident command equipment will enhance their capabilities and overall operational readiness.

The existing 2019 Ford F-150 will be reassigned as a utility vehicle to continue supporting the fire department’s operational and future growth needs.

FISCAL IMPACT

Not to exceed expenditures of $147,000 from the capital asset replacement fund 7301-8030

ACTION REQUESTED -

APPROVE THE PURCHASE OF ONE 2025 FORD F-250 COMMAND VEHICLE WITH ASSOCIATED EMERGENCY EQUIPMENT

ATTACHMENTS

Quote

Stock #: VIN

Vehicle Not Found

Deal#: 0000000

March 3, 2025

CITY OF OROVILLE

Phone: 5305382401

Email: lwendland@cityoforoville.org

Salesperson: TOMMY MARTIN

Sale Information

Selling Price	$64,862.00
Accessories	$0.00
Rebates	$0.00
Service Contract	$0.00
Gap	$0.00
Net Trade	$0.00
Fees	$127.75

Trade Information

Trade Allowance	$0.00
Trade Payoff	$0.00
Net Trade	$0.00

Cash Option

Sales Tax $5,358.13

Balance Due Of $70,347.88

Finance Option

Initial Investment _____

Lease Option

Initial Investment _____

Please submit this worksheet to management for review. I understand 1) This worksheet is neither an offer nor a contract and is not binding on the customer or the dealership. 2) No offer to purchase any vehicle is binding until accepted in writing by an authorized sales manager and 3) Sales consultants cannot obligate or bind the customer or the dealership.

I hereby authorize the dealership to conduct an investigation of my credit and employment history and release such information to banks, lenders and credit agencies.

Customer signature: _____

Dealership Approval: _____

Preview Order T000 - W2B 4x4 Crew Cab SRW: Order Summary Time of Preview: 03/03/2025 15:33:46 Receipt: NA

Dealership Name: Oroville Ford, Inc. **Sales Code :** F72452

Dealer Rep.	Tommy Martin	**Type**	Fleet	**Vehicle Line**	Superduty	**Order Code**	T000
Customer Name	City of orovi	**Priority Code**	C4	**Model Year**	2025	**Price Level**	525

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 CREW CAB PICKUP/160	$55700	BACKGLASS DEFROST	$0
160 INCH WHEELBASE	$0	POWER SLIDING REAR WINDOW	$405
TOTAL BASE VEHICLE	$55700	SPARE TIRE AND WHEEL	$0
OXFORD WHITE	$0	POWERSCOPE TRAILER TOW MIRROR	$280
40/20/40 CLOTH SEAT	$0	AM/FM STEREO MP3/CLK	$0
MEDIUM DARK SLATE	$0	BLIS (BLIND SPOT INFO SYSTEM)	$0
PREFERRED EQUIPMENT PKG.603A	$0	JACK	$0
.XLT TRIM	$0	LED BOX LIGHTING	$60
6.7L POWER STROKE V8 DIESEL	$10495	UPFITTER SWITCHES	$230
10-SPEED AUTO TORQSHIFT	$0	REAR PARKING SENSORS	$0
LT275/70R18E BSW ALL TERRAIN	$265	TOUGH BED SPRAY IN BEDLINER	$595
3.31 ELECTRONIC-LOCKING AXLE	$430	DUAL BATTERY	$0
JOB #1 ORDER	$0	360-DEGREE CAMERA PACKAGE	$1150
FORD FLEET SPECIAL ADJUSTMENT	$0	SPECIAL DEALER ACCOUNT ADJUSTM	$0
ALL WEATHER MATS W/O CARPT MAT	$130	SPECIAL FLEET ACCOUNT CREDIT	$0
FX4 OFF-ROAD PACKAGE	$550	FUEL CHARGE	$0
.SKID PLATES	$0	NET INVOICE FLEET OPTION (B4A)	$0
6" ANGULAR BRHT ANDZD STEP BAR	$695	PRICED DORA	$0
10000# GVWR PACKAGE	$0	ADVERTISING ASSESSMENT	$0
50 STATE EMISSIONS	$0	DESTINATION & DELIVERY	$2095

	MSRP
TOTAL BASE AND OPTIONS	$73080
DISCOUNTS	NA
TOTAL	$73080

ORDERING FIN: QC936 **END USER FIN:** QC936

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

CITY OF OROVILLE
STAFF REPORT

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

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

RE: **SALE OF CITY-OWNED PROPERTY LOCATED AT 3235 BURLINGTON AVENUE**

DATE: **MAY 6, 2025**

SUMMARY

The City Council shall consider selling residential property located at 3235 Burlington Avenue.

DISCUSSION

On April 2, 2024, City Council directed staff to initiate foreclosure related to the City of Oroville's interest in the Deed of Trust against the property in default located at 3235 Burlington Avenue. On September 10, 2024 the City took possession of the home and on September 17, 2024 City declared the property exempt Surplus Land Act in order to satisfy the requirements of Government Code Section 52441(f)(1)(B), which allows surplus land to be declared as exempt from the Surplus Land Act if the land is less than one-half acre in area and is not contiguous to land owned by the state or local agency that is used for open space or low and moderate income housing purposes. The City then may dispose of the property for less than fair market value and under conditions that the City deems to be the best suited to the provision of such housing.

Subsequently on October 16, 2024, the State Department of Housing and Community Development Division of Housing Policy Development approved this exemption.

On February 24, 2025, the property was listed with the City's real estate broker for $170,000 and on April 10, 2025, received an offer for $170,000 from Gary and Rebecca Ashworth with a seller credit of $3,500 for closing costs and a 60-day escrow. Additionally, the offer included a potential mortgage subsidy loan from the City in the amount of approximately $67,500.

FISCAL IMPACT

The Housing Program Fund (220) will receive the net revenue from the sale of this property.

RECOMMENDATION

1. **Adopt Resolution No. 9366 -** A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE DIRECTOR OF BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT, AMY BERGSTRAND, TO EXECUTE ALL DOCUMENTS RELATING TO THE SALE OF THE CITY-OWNED PROPERTY IDENTIFIED AS 3235 BURLINGTON AVENUE, OROVILLE (APN.035-096-004) TO GARY AND REBECCA ASHWORTH FOR $170,000.

ATTACHMENTS

1. Resolution No: 9366

CITY OF OROVILLE
RESOLUTION NO. 9366

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING DIRECTOR OF BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT, AMY BERGSTRAND TO EXECUTE ALL DOCUMENTS RELATING TO THE SALE OF THE CITY-OWNED PROPERTY IDENTIFIED AS 3235 BURLINGTON AVENUE, OROVILLE (APN.035-096-004) TO GARY AND REBECCA ASHWORTH AMOUNT OF $170,000.

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

1. The Oroville City Council hereby approves the sale of the property located at 3235 Burlington Avenue, Oroville, to Gary and Rebecca Ashworth for $175,000.

2. The Director of Business Assistance and Housing Development, Amy Bergstrand is hereby authorized and directed to execute all documents and any amendments thereto necessary to initiate and complete sale of 3235 Burlington Avenue, (APN: 035-096-004) Oroville, California; and

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

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on May 6, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, City Attorney

ATTEST:

_____
Kayla Reaster, Deputy City Clerk

CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RPA, Revised 12/24)

Date Prepared: ***April 10, 2025***

1. **OFFER:**
   - **A. THIS IS AN OFFER FROM** ***Gary Ashworth, Rebecca Ashworth*** ("Buyer").
   - **B. THE PROPERTY** to be acquired is ***3235 Burlington Avenue***, situated in ***Oroville*** (City), ***Butte*** (County), California, ***95966*** (Zip Code), Assessor's Parcel No(s). ***035-096-004-000*** ("Property").
     (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
   - **C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
   - **D.** Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.
2. **AGENCY:**
   - **A. DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
   - **B. CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.
     Seller's Brokerage Firm ***Century 21 Select Real Estate, Inc.*** License Number ***01912741***
     Is the broker of (check one): [X] the Seller; or [ ] both the Buyer and Seller (Dual Agent).
     Seller's Agent ***Emma Feldman*** License Number ***01318939***
     Is (check one): [X] the Seller's Agent. (Salesperson or broker associate); or [ ] both the Buyer's and Seller's Agent (Dual Agent).
     Buyer's Brokerage Firm ***Action Realty*** License Number ***02110924***
     Is the broker of (check one): [X] the Buyer; or [ ] both the Buyer and Seller (Dual Agent).
     Buyer's Agent ***Troy Davis Real Estate, Inc.*** License Number ***02110924***
     Is (check one): [X] the Buyer's Agent (Salesperson or broker associate); or [ ] both the Buyer's and Seller's Agent (Dual Agent).
   - **C.** [ ] More than one Brokerage represents [ ] Seller, [ ] Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
   - **D. POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a [X] "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
3. **TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	**Purchase Price**	$ ***170,000.00***	[ ] All Cash
B		**Close Of Escrow (COE)**	[X] ***60*** Days after Acceptance OR on [ ] _____ (date)	
C	33A	**Expiration of Offer**	3 calendar days after all Buyer Signature(s) or _____ (date), at 5PM or _____ [ ] AM/ [ ] PM	
D(1)	5A(1)	**Initial Deposit Amount**	$ ***1,000.00*** (***0.59*** % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR [ ] _____
D(2)	5A(2)	[ ] **Increased Deposit**	See attached Increased Deposit Addendum (C.A.R. Form IDA)	
E(1)	5C(1)	**Loan Amount(s):** First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs	$ ***102,500.00*** (***60.29*** % of purchase price) Fixed rate or [ ] Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain the rate above 17 (or _____) Days after Acceptance	Conventional or, if checked, [ ] FHA (Forms FVAC/HID attached) [ ] VA (Form FVAC attached) [ ] Seller Financing [ ] Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	$ ***67,500.00*** (***39.71*** % of purchase price) Fixed rate or [ ] Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, [ ] Seller Financing [X] Other: ***Oroville FTHB***
E(3)	7A	**Occupancy Type**	Primary, or if checked, [ ] Secondary [ ] Investment	
F	5D	**Balance of Down Payment**	$ ***(1,000.00)***	
		PURCHASE PRICE TOTAL	$ ***170,000.00***	

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G	**SELLER PAYMENT TO COVER BUYER EXPENSES AND COSTS**			
G(1)	5E	☒ **Seller Credit to Buyer**	$ **3,500.00**	For closing costs
G(2)		**ADDITIONAL SELLER CREDIT TERMS (does not include buyer broker compensation):**		
G(3)	18A(2), 18A(3)	☒ **Seller Payment for Buyer's Obligation to compensate Buyer's Broker** **Buyer Compensation Affirmation**	**Seller agrees to pay,** out of transaction proceeds, **2.500** % of the final purchase price AND, if applicable $ _____ OR, if checked ☐ $_____ toward the **obligation of Buyer to compensate Buyer's Broker.** Buyer affirmatively represents that, at the time this offer is made, Buyer has a written agreement with Buyer's Broker that: **(i)** is valid; **(ii)** covers the Property; and **(iii)** provides for compensation for no less than the amount stated above.	
H(1)	5B	**Verification of All Cash** (sufficient funds)	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(2)	6A	**Verification of Down Payment and Closing Costs**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	**Verification of Loan Application**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval
I		**Intentionally Left Blank**		
J	16	**Final Verification of Condition**	5 (or _____) Days prior to COE	
K	23	**Assignment Request**	17 (or _____) Days after Acceptance	
L		**CONTINGENCIES**	**TIME TO REMOVE CONTINGENCIES**	**CONTINGENCY REMOVED**
L(1)	8A	**Loan(s)**	17 (or **45**) Days after Acceptance	☐ No loan contingency
L(2)	8B	**Appraisal:** Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ $ _____	17 (or **21**) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	**Investigation of Property**	17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See **paragraph 8I**. ☐ **CR-B attached**
		Informational Access to Property Buyer's right to access the Property for informational purposes is **NOT** a contingency, does **NOT** create cancellation rights, and applies even if contingencies are removed.	17 (or _____) Days after Acceptance	
L(4)	8D	**Insurance**	17 (or _____) Days after Acceptance	
L(5)	8E, 14A	**Review of Seller Documents**	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	**Preliminary ("Title") Report**	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11L	**Common Interest Disclosures** Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	**Review of leased or liened items** (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8K	**Sale of Buyer's Property** Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ **C.A.R. Form COP attached**		
M		**Possession**	**Time for Performance**	**Additional Terms**
M(1)		**Time of Possession**	Upon notice of recordation, OR ☐ 6 PM or _____ ☐ AM/ ☐ PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7D	**Seller Occupied or Vacant units**	COE date or, if checked below, ☐ _____ days after COE (29 or fewer days) ☐ _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3)	4A, 7A	**Occupied units by tenants or anyone other than the Seller**	☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached	See **7A** if TOPA is not attached.
N		**Documents/Fees/Compliance**	**Time for Performance**	
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery	
N(3)	11L(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	32	Evidence of representative authority	3 Days after Acceptance	
O		**Intentionally Left Blank**		

P	Items Included and Excluded			
P(1)	9	**Items Included - All items specified in Paragraph 9B are included and the following, if checked:**		
		☒ Stove(s), oven(s), stove/oven combo(s); ☒ Refrigerator(s); ☐ Wine Refrigerator(s); ☐ Washer(s); ☐ Dryer(s); ☐ Dishwasher(s); ☐ Microwave(s); **Additional Items Included:** ☐ _____.	☐ Video doorbell(s); ☐ Security camera equipment; ☐ Security system(s)/alarm(s), other than separate video doorbell and camera equipment; ☐ Smart home control devices; ☐ Wall mounted brackets for video or audio equipment; ☐ _____. ☐ _____.	☐ Above-ground pool(s) / ☐ spa(s); ☒ Bathroom mirrors, unless excluded below; ☐ Electric car charging systems and stations; ☐ Potted trees/shrubs; ☐ _____. ☐ _____.
P(2)		**Excluded Items:** ☐ _____;	☐ _____;	☐ _____;

Q	Allocation of Costs			
	Para #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11A	Natural Hazard Zone Disclosure Report, including tax information	☐ Buyer ☒ Seller ☐ Both _____ ☐ Provided by: ***First American NHD***	☐ Environmental ☐ Other _____
Q(2)		Optional Wildfire Disclosure Report _____	☐ Buyer ☐ Seller ☐ Both _____ Provided by: _____	
Q(3)		(A) _____ Report (B) _____ Report	☐ Buyer ☐ Seller ☐ Both _____ ☐ Buyer ☐ Seller ☐ Both _____	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	☐ Buyer ☒ Seller ☐ Both _____	
Q(5)	10A 10B(2)	Government Required Point of Sale **inspections, reports**	☐ Buyer ☐ Seller ☐ Both _____	
Q(6)	10B(2)	Government Required Point of Sale **corrective/remedial actions**	☐ Buyer ☐ Seller ☐ Both _____	
Q(7)	19B	Escrow Fee	☐ Buyer ☐ Seller ☒ Both ***50/50*** ☐ Each to pay their own fees Escrow Holder: ***Timios Title***	
Q(8)	13	Owner's title insurance policy	☐ Buyer ☐ Seller ☒ Both ***50/50*** Title Co. (If different from Escrow Holder): ***First American***	
Q(9)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)		County transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____	
Q(11)		City transfer tax, fees	☐ Buyer ☐ Seller ☐ Both _____	
Q(12)	11L(2)	HOA fee for preparing disclosures	Seller	
Q(13)		HOA certification fee	Buyer	
Q(14)		HOA transfer fees	☐ Buyer ☐ Seller ☐ Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both _____	
Q(16)		_____ fees or costs	☐ Buyer ☐ Seller ☐ Both _____	
Q(17)		_____ fees or costs	☐ Buyer ☐ Seller ☐ Both _____	
Q(18)	10C	Home warranty plan chosen by Buyer. Coverage includes, but is not limited to: _____	☐ Buyer ☐ Seller ☒ Both ***50/50*** Issued by: ***First American Home Warranty/Eagle Premier*** ☐ Buyer waives home warranty plan	If Seller or Both checked, Seller's cost not to exceed $ ***352.50***.

R	OTHER TERMS: _____

4. **PROPERTY ADDENDA AND ADVISORIES:** (check all that apply)
   A. **PROPERTY TYPE ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
   - ☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)
   - ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
   - ☐ Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)
   - ☐ Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)
   - ☐ Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)
   - ☐ Mixed Use Purchase Addendum (C.A.R. Form MU-PA) ☐ Other _____

   B. **OTHER ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
   - ☐ Addendum # _____ (C.A.R. Form ADM)
   - ☐ Back Up Offer Addendum (C.A.R. Form BUO)
   - ☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
   - ☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
   - ☐ Other _____
   - ☐ Short Sale Addendum (C.A.R. Form SSA)
   - ☐ Court Confirmation Addendum (C.A.R. Form CCA)
   - ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
   - ☐ Other _____

   C. **BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)**
   - ☒ Buyer's Investigation Advisory (C.A.R. Form BIA)
   - ☒ Wire Fraud Advisory (C.A.R. Form WFA)
   - ☐ Wildfire Disaster Advisory (C.A.R. Form WFDA)
   - ☐ Trust Advisory (C.A.R. Form TA)
   - ☐ REO Advisory (C.A.R. Form REO)
   - ☐ Other _____
   - ☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
   - ☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA) (Parties may also receive a privacy disclosure from their own Agent.)
   - ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
   - ☐ Short Sale Information and Advisory (C.A.R. Form SSIA)
   - ☐ Probate Advisory (C.A.R. Form PA)
   - ☐ Other _____

5. **ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.
   A. **DEPOSIT:**
   (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
   (2) **RETENTION OF DEPOSIT: Paragraph 26, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.**

   B. **ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

   C. **LOAN(S):**
   (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(1)**.
   (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(2)**.
   (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
   (4) **FHA/VA: If FHA or VA is checked in paragraph 3E(1),** a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in **paragraph 3E(1),** Deliver to Seller written notice (C.A.R. Form RR or AEA) **(i)** of any lender requirements that Buyer requests Seller to pay for or otherwise correct or **(ii)** that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

   D. **BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

   E. **LIMITS ON CREDITS TO BUYER:** Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then **(i)** the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and **(ii)** in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. **ADDITIONAL FINANCING TERMS:**
   A. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified in **paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.

   B. **VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

   C. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

A. OCCUPANCY: If Buyer intends to occupy as a primary or secondary residence (see **paragraph 3E(3)**), and unless Otherwise Agreed, such as in C.A.R. Form TOPA: **(i)** the unit Buyer intends to occupy shall be vacant at the time possession is delivered to Buyer, and **(ii)** if the Property contains more than one unit, within **3 Days** after Acceptance Buyer shall give Seller written notice of which unit Buyer intends to occupy. Occupancy may impact available financing. **Seller shall disclose to Buyer if occupied by tenants or persons other than Seller, and attach C.A.R. Form TOPA in a counter offer if not part of Buyer's offer.**

B. CONDITION OF PROPERTY ON CLOSING:
Unless Otherwise Agreed: **(i)** the Property shall be delivered "**As-Is**" in its PRESENT physical condition as of the date of Acceptance; **(ii)** the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; **(iii)** Except as specified in **paragraph 9C**, Seller is not responsible to repair any holes left after the removal of any wall hangings (such as pictures and mirrors), brackets, nails or other fastening devices; and **(iv)** all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.

D. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW: If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed: The Parties are advised to **(i)** consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and **(ii)** consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties. Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.

E. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and **(ii)** Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.

F. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

(1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR-B form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**

(2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency.

(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.

(4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

(1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR-B form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.

(2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

(3) [X] Fair Appraisal Act: See **paragraph 29** for additional information.

C. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See **paragraph 12.**

D. INSURANCE: This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.

E. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 14A**.

F. TITLE:
(1) This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 13G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
(2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

G. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11L** ("CI Disclosures").

H. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(8)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(8)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

I. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

J. REMOVAL OF CONTINGENCY OR CANCELLATION:
(1) **For any contingency specified in paragraph 3L, 8, or elsewhere, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
(2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

K. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(9)**.

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE:
(1) All EXISTING fixtures and fittings that are attached to the Property;
(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P, if currently existing at the time of Acceptance.**
Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in **paragraph 3P(2)** or excluded by Seller in a counter offer.
(3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not.
(4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
(5) Non-Dedicated Devices: If checked in **paragraph 3P**, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.
(6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1),** shall **(i)** disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.

(7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, **(i)** are owned by Seller and s be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(6)**, and **(ii)** are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.

C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, the following items are excluded from sale: **(i)** All items specified in **paragraph 3P(2); (ii)** audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; **(iii)** furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**

10. ALLOCATION OF COSTS:

A. INSPECTIONS, REPORTS, TESTS AND CERTIFICATES: Paragraphs 3Q(1), (2), (3), and (5) only determines who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **paragraph 3N(1).**

B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:

(1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in **paragraph 3N(4)** and paid by the Party specified in **paragraph 3Q(4)**. If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

(2) **POINT OF SALE REQUIREMENTS:**

(A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by the Party specified in **paragraphs 3Q(5) and 3Q(6)** and any such repair, shall be completed prior to final verification of Property, unless Otherwise Agreed. Defensible space compliance shall be determined as agreed in C.A.R. Form FHDS. If Buyer agrees to pay for any portion of such repair, Buyer, shall **(i)** directly pay to the vendor completing the repair or **(ii)** provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.

(B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

(3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.

(4) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

C. HOME WARRANTY:

(1) Buyer shall choose the home warranty plan and any optional coverages. Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in **paragraph 3Q(18)**. Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer and their cost.

(2) **If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.**

11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

A. TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:

(1) Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).

(2) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to **(i)** conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or **(ii)** complete any sections on all disclosures required to be completed by Buyer's Agent.

(3) Seller shall, within the time specified in **paragraph 3N(1)**, provide "Supplemental Disclosures" as follows: **(i)** unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; **(ii)** if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.

(4) In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affec the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**

B. LEAD DISCLOSURES:
(1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
(2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.

C. HOME FIRE HARDENING DISCLOSURE AND ADVISORY: For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010 , Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: **(i)** a home hardening disclosure required by law; and **(ii)** a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and **(iii)** a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).

D. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer **(i)** a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and **(ii)** an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).

E. WAIVER PROHIBITED: Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A(1)**, **11B**, **11C**, and **11D** are prohibited by Law.

F. RETURN OF SIGNED COPIES: Buyer shall, within the time specified in **paragraph 3L(5)** OR **5 Days** after Delivery of any disclosures specified in paragraphs **11A**, **B**, **C** or **D**, and defensible space addendum in **paragraph 11D**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.

G. TERMINATION RIGHTS:
(1) **Statutory and Other Disclosures:** If any disclosure specified in paragraphs **11A**, **B**, **C**, or **D**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
(2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11F**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.

H. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers **(i)** to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

I. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

J. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/**. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

K. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: **(i)** Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and **(ii)** even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and **(iii)** disclose any other zone as required by Law and provide any other information required for those zones.

L. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
(1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

(2) If the Property is a condominium or is located in a planned development or other common interest development with HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(12)** for the following items to the HOA (C.A.R. Form HOA-IR): **(i)** Copies of any documents required by Law (C.A.R. Form HOA-RS); **(ii)** disclosure of any pending or anticipated claim or litigation by or against the HOA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of HOA minutes for regular and special meetings; **(v)** the names and contact information of all HOAs governing the Property; **(vi)** pet restrictions; and **(vii)** smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

M. SOLAR POWER SYSTEMS: For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).

N. BALCONIES, EXTERIOR STAIRWAYS AND OTHER ELEVATED ELEMENTS: For properties with any building containing 3 or more dwelling units with elevated balconies, stairways or other elements, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer the Wooden Balcony and Stairs Addendum (C.A.R. Form WBSA) and comply with its terms.

O. KNOWN MATERIAL FACTS: Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").

B. Buyer Investigations include, but are not limited to:

(1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:

(A) A general home inspection.

(B) An inspection for lead-based paint and other lead-based paint hazards.

(C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).

(D) Any other specific inspections of the physical condition of the land and improvements.

(2) Investigation of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.

C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.

D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.

E. Buyer indemnity and Seller protection for entry upon the Property: Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. TITLE AND VESTING:

A. Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.

C. Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.

D. Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.

E. If Buyer is a legal entity and the Property purchase price is at least $300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.

F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

G. Buyer shall receive a "ALTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as specified in this paragraph.

14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).

A. SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 7A, 9B(6), 10, 11A, 11B, 11C, 11D, 11H, 11K, 11L, 11M, 11N, 11O, 13A, 13D, and 32.**

B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION

(1) Buyer has the time specified in **paragraph 3** to: **(i)** perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(6)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and **(ii)** Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11**.

(2) Buyer may, within the time specified in **paragraph 3L(3)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.

(3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under **paragraph 11G**.

(4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 14C**, Buyer retains the right, in writing, to either **(i)** remove remaining contingencies, or **(ii)** cancel this Agreement based on a remaining contingency. Once Buyer's written removal of contingency is Delivered to Seller before Seller cancels, Seller may not cancel this Agreement based on that contingency pursuant to **paragraph 14C(1)**.

C. SELLER RIGHT TO CANCEL:

(1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): **(i)** Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; **(ii)** Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; **(iii)** Deliver a notice of FHA or VA costs or terms, if any, as specified by **paragraph 5C(4)** (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; **(v)** Deliver a letter as required by **paragraph 6B**; **(vi)** In writing assume or accept leases or liens specified in **paragraph 8H**; **(vii)** Return Statutory and Other Disclosures as required by **paragraph 11F**; **(viii)** Cooperate with the title company's effort to comply with the GTO as required by **paragraph 13E**; **(ix)** Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 26**; **(x)** Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 32**; or **(xi)** Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.

(3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. BUYER RIGHT TO CANCEL:

(1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.

(2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.

(3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

E. NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 14**, except for Close of Escrow which shall be Delivered under the terms of **paragraph 14G**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

F. EFFECT OF REMOVAL OF CONTINGENCIES:

(1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

(2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: **(i)** satisfied themselves regarding such contingency, **(ii)** elected to proceed with the transaction; and **(iii)** given up any right to cancel this Agreement based on such contingency.

G. DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: **(i)** be Signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the above timeframe, the DCE shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.

H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less **(i)** fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and **(ii)** any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **A Party may be subject to a civil penalty of up to $1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**

15. REPAIRS: Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

16. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to **paragraph 7B**; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments to third parties, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

18. BROKERS AND AGENTS:

A. COMPENSATION:

(1) **Timing of Broker Compensation:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

(2) **Buyer Representation; Seller Payment to Compensate Buyer's Broker:** Buyer affirmatively represents that Buyer, at the time this offer is made, has a written agreement with Buyer's Broker that: **(i)** is valid; **(ii)** covers the Property; and **(iii)** provides for compensation for no less than the amount stated in **paragraph 3G(3)**. If any representation (i)-(iii) is not true, then Seller has no obligation to pay Buyer's Broker. The amount of compensation, if a percentage, will be based on the final purchase price. Buyer's obligation to pay Buyer's Broker shall be offset by any amount that Seller pays Buyer's Broker.

(3) **Third party beneficiary:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this agreement and may pursue Seller for failure to pay the amount specified in this document.

B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Agent: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

19. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. ESCROW INSTRUCTION PARAGRAPHS: The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: **paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11H, 11L(2), 13 (except 13D), 14H, 17, 18A, 19, 23, 25, 31, 32, 33,** and **34.** The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.

B. ESCROW HOLDER GENERAL PROVISIONS: Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3**, **8**, **10**, **11**, or elsewhere in this Agreement.

C. COPIES; STATEMENT OF INFORMATION; TAX WITHHOLDING INSTRUCTIONS: A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11H**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11H**.

D. BROKER COMPENSATION:

(1) **PAYMENT:** Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to **paragraph 18A**. If a Copy of the separate compensation agreement(s) is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 18A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

(2) **COMPENSATION DISCLOSURE:** Escrow Holder shall provide to Buyer a closing statement or other written documentation disclosing the amount of compensation paid to Buyer's Broker. Escrow Holder shall provide to Seller a closing statement or other written documentation disclosing: **(i)** the amount of compensation paid to Seller's Broker; and **(ii)** if applicable pursuant to **paragraph 3G(3)** or other mutual instruction of the parties, the amount paid by Seller for Buyer's Broker compensation. Escrow Holder's obligation pursuant to **paragraph 19D**, is not intended to alter any preexisting practice of Escrow Holder to issue, as applicable, joint or separate closing statements. Escrow Holder's obligation pursuant to **paragraph 19D** is independent of, but may be satisfied by, any closing statement mandated by Buyer's lender.

E. INVOICES: Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.

F. VERIFICATION OF DEPOSIT: Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraphs 5A(1) and** C.A.R. Form IDA. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: **(i)** if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.

G. DELIVERY OF AMENDMENTS: A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.

20. SELECTION OF SERVICE PROVIDERS: Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

21. MULTIPLE LISTING SERVICE ("MLS"): Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: **(i)** any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; **(ii)** California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and **(iii)** Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.

22. ATTORNEY FEES AND COSTS: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 27A.**

23. **ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within **1 Day** after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
24. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
25. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
    - **A.** **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
    - **B.** **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
    - **C.** **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
    - **D.** **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
    - **E.** **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
    - **F.** **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
    - **G.** **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
    - **H.** **"Copy"** means copy by any means including photocopy, facsimile and electronic.
    - **I.** **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1, any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
    - **J.** **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
    - **K.** **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section, unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
    - **L.** **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
    - **M.** **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
    - **N.** **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 33** or **paragraph 34.**
    - **O.** **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
    - **P.** **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
    - **Q.** **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

26. LIQUIDATED DAMAGES (By initialing in the space below, you are agreeing to Liquidated Damages):
If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials GA / RA **Seller's Initials** _____ / _____

27. MEDIATION:

A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers **(www.consumermediation.org)** or through any other mediation provider or service mutually agreed to by the Parties. The Parties **also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent.** Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any 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 that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 28B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 28C; and (iii) Agent's rights and obligations are further specified in paragraph 28D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

28. ARBITRATION OF DISPUTES:

A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.

B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) 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.

C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) 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, provided the filing party concurrent with, or immediately after such filing makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.

D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.

E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials GA / RA **Seller's Initials** _____ / _____

29. FAIR APPRAISAL ACT NOTICE:

A. Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

B. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at https://www2.brea.ca.gov/complaint/ or call (916) 552-9000 for further information on how to file a complaint.

30. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. **If at least one but not all Parties initial, a counter offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By Signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.

31. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

32. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 33** or **34** 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 the other Party and Escrow Holder, within **3 Days** after Acceptance, 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).

33. OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ☐ **ENTITY BUYERS: (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) **Non-Individual (entity) Buyers:** One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** 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 #): _____
_____.

(3) **Contractual Identity of Buyer:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a 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: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 32** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____.

C. The RPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, Gary Ashworth **Date:** 04/10/2025

Printed name of BUYER: ***Gary Ashworth***

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, Rebecca Ashworth **Date:** 04/10/2025

Printed name of BUYER: ***Rebecca Ashworth***

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

34. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.
Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.
Seller shall return and include the entire agreement with any response.
☐ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)
☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. ☐ **ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**
(1) **Non-Individual (entity) Sellers:** One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
(2) **Full entity name:** 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 #): _____
_____.
(3) **Contractual Identity of Seller:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.
(A) If a trust: The trustee(s) of the trust or a 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: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
(4) **Legally Authorized Signer:**
(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 32** for additional terms.
(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____.

C. The RPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, _____ **Date:** _____
Printed name of SELLER: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
(Signature) By, _____ **Date:** _____
Printed name of SELLER: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____/_____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials

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PROCEED TO NEXT PAGE

Property Address: ***3235 Burlington Avenue, Oroville, 95966*** Date: ***April 10, 2025***

REAL ESTATE BROKERS SECTION

1. **Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
2. **Agency relationships are confirmed as stated in paragraph 2.**
3. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
4. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm ***Action Realty*** DRE Lic. # ***02110924***

By Troy Davis Real Estate Inc. ***Troy Davis Real Estate, Inc.*** DRE Lic. # ***02110924*** Date 04/10/2025

By ***Troy Davis.*** DRE Lic. # ***01389131*** Date

Address ***1664 Montgomery Street*** City ***Oroville*** State ***CA*** Zip ***95965***

Email ***troy@troydavisrealestate.com*** Phone # ***(530)570-1630***

☒ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es): Email above or

☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's Brokerage Firm ***Century 21 Select Real Estate, Inc.*** DRE Lic. # ***01912741***

By ***Emma Feldman*** DRE Lic. # ***01318939*** Date

By DRE Lic. # Date

Address ***1101 El Monte Avenue*** City ***Chico*** State ***CA*** Zip ***95928***

Email ***eviecameron13@gmail.com*** Phone # ***(530)941-7955***

☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or

☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

Buyer's Initials GA / RA Seller's Initials ____ / ____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $ ____), Counter Offer numbers ____ and ____, and agrees to act as Escrow Holder subject to **paragraph 19** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by ____ that the date of Acceptance of the Agreement is ____

Escrow Holder ____ Escrow # ____

By ____ Date ____

Address ____

Phone/Fax/E-mail ____

Escrow Holder has the following license number # ____

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: ____ / ____ Seller's Brokerage Firm presented this offer to Seller on ____ (date).
Agent or Seller Initials

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CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S INVESTIGATION ADVISORY

(C.A.R. Form BIA, Revised 12/21)

Property Address ***3235 Burlington Avenue, Oroville, 95966***

1. **IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
3. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
   - A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
   - B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
   - C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
   - D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
   - E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
   - F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
   - G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
   - H. **FIRE, HAZARD, AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
   - I. **BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailing address and zip code may not accurately reflect the city which has jurisdiction over the property.
   - J. **RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
   - K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

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EQUAL HOUSING OPPORTUNITY

L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer Gary Ashworth **Gary Ashworth** Date 04/10/2025

Buyer Rebecca Ashworth **Rebecca Ashworth** Date 04/10/2025

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CALIFORNIA ASSOCIATION OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the 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 seller's willingness to accept a price less than the listing price or the buyer's 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.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ Date _____

Seller _____ Date _____

Buyer Gary Ashworth Gary Ashworth Date 04/10/2025

Buyer Rebecca Ashworth Rebecca Ashworth Date 04/10/2025

Buyer's Brokerage Firm ***Action Realty*** DRE Lic # ***02110924***

By Troy Davis Real Estate Inc. DRE Lic # ***02110924*** Date 04/10/2025

Troy Davis Real Estate, Inc.

Seller's Brokerage Firm ***Century 21 Select Real Estate, Inc.*** DRE Lic # ***01912741***

By _____ DRE Lic # ***01318939*** Date _____

Emma Feldman

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FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

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 (and race traits)	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 or Intersectionality

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 purchaser 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 Gary Ashworth **Gary Ashworth** Date 04/10/2025

Buyer/Tenant Rebecca Ashworth **Rebecca Ashworth** Date 04/10/2025

Seller/Housing Provider _____ Date _____

Seller/Housing Provider _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

BUYER HOMEOWNERS' INSURANCE ADVISORY

(C.A.R. Form BHIA, 6/24)

1. **IMPORTANCE OF OBTAINING PROPERTY INSURANCE:** If the property you are purchasing is destroyed or damaged due to natural disaster or accident or some other event, insurance may be available to help with the cost of repair or rebuilding. In the absence of property insurance, the homeowner would be responsible for the full expense. If the property is purchased with a loan, or refinanced, the lender will require an insurance policy protecting its interest. Insurance policies can cover damage due to one or more of the following: fire, flood, earthquake and other causes. The policy or an insurance broker should be consulted to determine when coverage applies and whether a supplement or rider can be purchased to provide additional coverage or if a separate policy is necessary.

2. **PROPERTY INSURANCE AND PURCHASE CONTRACT TERMS:** Your real estate purchase contract may contain a contingency that gives you the right to legally cancel the agreement within a specified time if you are unable to obtain or afford property insurance. This cancellation right may be a specific contingency pertaining to insurance or may be part of an overall investigation contingency. If buyer waives or removes the applicable contingency before determining the availability and cost of property insurance, buyer is acting against the advice of broker. Additionally, if the property is part of an HOA, lenders may require and buyers will want to know that the HOA has adequate insurance to cover the areas for which the HOA is responsible.

3. **CALIFORNIA'S PROPERTY INSURANCE MARKET:** Some insurance carriers in California have stopped issuing new property insurance policies and others are limiting the number and location of new policies, due to rising replacement costs and an increase in natural disasters. These changes may affect both the availability and cost of insurance. However, over 50 insurance carriers are admitted to sell property insurance in California so it may be possible to obtain insurance even if some carriers will not write a new policy covering the property you intend to buy. An insurance broker may also be able to find a non-admitted insurance carrier offering to insure the property you intend to buy. Because locating an affordable insurance policy could take time and effort, buyers are advised to make all insurance inquiries as early in the home buying process as possible.

4. **INSURANCE CONDITIONS:** Many insurance carriers impose physical condition standards before issuing a policy, or reserve the right to cancel policies even after they are issued, if certain minimum standards are not confirmed in an inspection or otherwise. Physical conditions standards could include, but are not limited to, prohibition of "knob and tube" electrical wiring, requirements related to piping/plumbing materials, standards related to the age and/or quality of the roof or foundation, minimal safety standards related to handrails, tripping hazards, and defensible space requirements.

5. **RESOURCES:** The California Department of Insurance (DOI) maintains a website addressing Residential Home insurance. Resources on this State government webpage include: **(i)** Top Ten tips for Finding Residential Insurance; **(ii)** Residential Insurance Company Contact List; **(iii)** Home Insurance Finder; and **(iv)** information on other insurance issues. The webpage also includes information on how to contact the DOI, and suggestions on what to do if you cannot find insurance. The webpage and link to other documents is located at https://www.insurance.ca.gov/01-consumers/105-type/5-residential/index.cfm.

6. **BROKER RECOMMENDATION:** Buyer is advised to explore available property insurance options early in the home buying process and to consult with a qualified insurance professional of buyer's choosing to understand insurance availability and cost prior to removal of any related contingencies. Real estate brokers do not have expertise in this area.

By signing below, Buyer acknowledges that Buyer has read, understands, and has received a copy of this Buyer Homeowners' Insurance Advisory.

Buyer Gary Ashworth Authentisign **Gary Ashworth** Date 04/10/2025

Buyer Rebecca Ashworth **Rebecca Ashworth** Date 04/10/2025

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CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/21)

Property Address: ***3235 Burlington Avenue, Oroville, 95966*** ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. **Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.**
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. **Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
4. **Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.**
5. **Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant Gary Ashworth **Gary Ashworth** Date 04/10/2025

Buyer/Tenant Rebecca Ashworth **Rebecca Ashworth** Date 04/10/2025

Seller/Landlord _____ Date _____

Seller/Landlord _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant Gary Ashworth Date 04/10/2025

Gary Ashworth

Buyer/Seller/Landlord/Tenant Rebecca Ashworth Date 04/10/2025

Rebecca Ashworth

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/24)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the 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 Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Gary Ashworth *Gary Ashworth* Date 04/10/2025

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Rebecca Ashworth *Rebecca Ashworth* Date 04/10/2025

Agent ***Action Realty*** DRE Lic. # ***02110924***
Real Estate Broker (Firm)

By Troy Davis Real Estate Inc. ***Troy Davis Real Estate, Inc.*** DRE Lic. # ***02110924*** Date 04/10/2025
(Salesperson or Broker-Associate, if any)

EQUAL HOUSING OPPORTUNITY

CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a)** "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. (a) A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgement of receipt from the buyer or seller except as provided in § 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **REQUEST TO WAIVE MUSEUM FEES FOR EVENT AT CHINESE TEMPLE**

DATE: **MAY 6, 2025**

SUMMARY

City Council will have the choice to waive the standard $3 per person admission fee and special event fee of $110.24 for an Asian heritage event the docents would like to hold at the Chinese Temple Museum on Saturday, May 24, 2025, featuring a Tai Chi demonstration and children's origami instruction. The fee waiver would apply only for that day and is intended to encourage broader public participation.

DISCUSSION

The Chinese Temple regularly charges a $3 per person admission fee to help support ongoing operations and maintenance. Additionally, the City has a $110.24 Special Event fee. The docents have requested the City waive these fees for one day—Saturday, May 24, 2025—so they may host a special event at the museum as a way of celebrating Asian heritage month. Planned activities include a traditional Tai Chi demonstration and an interactive origami workshop for children.

This event is intended to promote cultural education and community engagement, aligning with the museum’s mission to preserve and share Chinese-American heritage in the region.

FISCAL IMPACT

On a typical Saturday, the museum averages approximately 15 paid visitors, equating to roughly $45 in admission revenue. By waiving all fees, revenue lost may amount to approximately $150. The cost of staff time and facility use is already budgeted for regular weekend operations, and no additional City resources are requested.

ACTION REQUESTED –

City Council to approve or deny the fee waiver request and allow City Administrator to sign forms accordingly.

ATTACHMENTS

None

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **50TH ANNIVERSARY OF FREEDOM | HMONG VETERANS SPECIAL GUERRILLA UNITS REMEMBRANCE DAY**

DATE: **MAY 6, 2025**

SUMMARY

The Council shall consider adopting the proposed resolution, honoring and recognizing May 15th as Hmong-American Veterans Memorial Day.

DISCUSSION

As 2025 marks the 50th anniversary of the Hmong community's contributions and journey toward freedom and cultural preservation, it is appropriate and meaningful for the City of Oroville to formally recognize May 15 as Hmong-American Veterans Memorial Day. This proclamation honors the Hmong veterans, their families, and the enduring legacy they have created in our community and beyond.

The proclamation reaffirms the City's appreciation of the Hmong people's sacrifices, perseverance, and ongoing efforts to promote justice, equality, and dignity for all.

FISCAL IMPACT

None.

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9374 – HONORING AND RECOGNIZING MAY 15TH AS HMONG-AMERICAN VETERANS MEMORIAL DAY.

ATTACHMENTS

Resolution No. 9374

Hmong-American Veterans Memorial Day
Honoring the 50th Anniversary of Hmong Freedom
Resolution No. 9374

Whereas, fifty years ago, a courageous people known for their resilience, strength, and unwavering spirit embarked on a journey of sacrifice and hope, fighting tirelessly to reclaim their freedom, preserve their culture, and build a brighter future for generations to come; and

Whereas, the Hmong community's unwavering dedication, perseverance, and sacrifices in the face of unimaginable hardship have left an indelible mark on the history of our nation, exemplifying the true meaning of courage, patriotism, and the pursuit of liberty; and

Whereas, their sacrifices in the jungles of Southeast Asia, their loyalty to principles of freedom, and their relentless fight against oppression have inspired countless others and have contributed greatly to the fabric of our shared history and collective destiny; and

Whereas, the City of Oroville recognizes that the legacy of the Hmong people is a testament to the enduring human spirit—the resilience to overcome adversity, the commitment to community, and the hope for a future where justice and dignity prevail for all; and

Whereas, we honor the elders whose sacrifices paved the way, the warriors who fought bravely for liberation, and the young generations who carry the torch of hope, cultural pride, and perseverance into the future; and

Now, therefore, I, David Pittman, Mayor of Oroville, do hereby proclaim May 15, 2024, as Hmong-American Veteran's Memorial Day, in the City of Oroville, a day to celebrate the extraordinary journey of the Hmong people, their sacrifices, and their enduring contributions to our society.

Let this day serve as a profound reminder that freedom is a sacred gift, bought through sacrifice, nurtured through perseverance, and protected by unity. It is a day to honor those who fought for liberty, to remember those who made the ultimate sacrifice, and to reaffirm our commitment to justice, equality, and the dignity of all peoples.

May the spirit of resilience and hope that defines the Hmong people continue to inspire us all to stand together in the pursuit of peace, understanding, and a future where every individual's right to freedom and dignity is upheld and celebrated.

Given under my hand and the seal of the City of Oroville this 17th Day of May, 2025.

In deepest respect and solidarity, we honor the 50 years of struggle, sacrifice, and triumph of the Hmong community. May their legacy continue to shine as a beacon of hope and resilience for all humanity.

PASSED AND ADOPTED this 6th day of May, 2025 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Brian Ring, City Clerk

David Pittman, Mayor

SHARE Hmong PRESENTS

501 (c)(3) Non-Profit Organization

Honoring all who served

50 YEARS OF FREEDOM

COME SEE THE MIGHTY

T-28



CELEBRATING HMONG VETERANS

SPECIAL GUERILLA UNITS ★ REMEMBERANCE DAY

SATURDAY, MAY 17 TH 2025

Yuba County Airport 1364 Sky Harbor Dr. Olivehurst, Ca 95961

10 A.M. - 4 P.M.

SCAN ME

FOR MORE INFORMATION: NPUAG LEEJ XYOOJ: (530) 441-7027 * XAY VANG: (916) 397-3913 * CHAO HER: (530) 301-9165

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CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **CHRIS TENNS, FIRE CHIEF**

RE: **2025 COMMUNITY WILDFIRE PROTECTION PLAN (CWPP) OVERVIEW**

DATE: **MAY 6, 2025**

SUMMARY

The City Council shall receive an overview and consider approval of the Community Wildfire Protection Plan (CWPP). Oroville City Fire Department is an active participant in the County wide CWPP, which is designed to enhance regional wildfire mitigation and coordination efforts.

DISCUSSION

A Community Wildfire Protection Plan (CWPP) is a strategic, community-driven planning document developed in collaboration with local fire agencies, government officials, and other stakeholders. The primary goal of a CWPP is to reduce the risk of wildfire to life, property, and natural resources within a defined community or region. The CWPP identifies wildfire risks, such as dense vegetation, steep terrain, and limited access routes, while mapping vulnerable areas like homes, infrastructure, and natural resources that need protection. The plan also recommends specific actions for mitigating wildfire risks, including fuels reduction projects, defensible space programs, and home hardening initiatives. In addition, it outlines priorities for where and how to reduce fire hazards and helps improve coordination among local, state, and federal agencies.

One of the key benefits of the CWPP is that it provides our community with more control over where and how wildfire mitigation projects are implemented. Additionally, it makes it easier to secure funding through state and federal grants, such as CAL FIRE's Fire Prevention Grants and FEMA mitigation programs.

FISCAL IMPACT

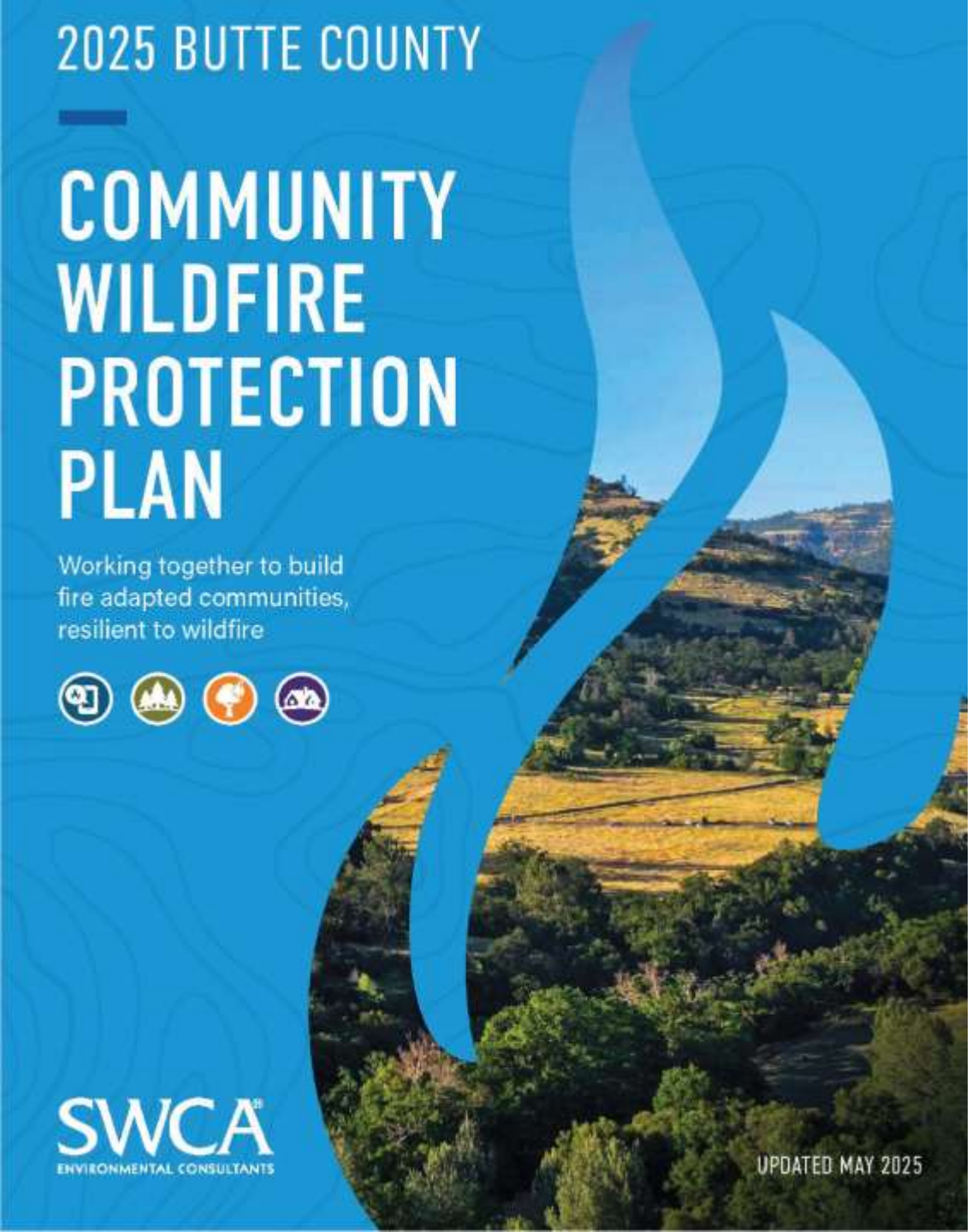
None

ACTION REQUESTED -

APPROVE THE 2025 BUTTE COUNTY COMMUNITY WILDFIRE PROTECTION PLAN (CWPP) AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

PowerPoint Presentation
2025 Butte County Wildfire Protection Plan (CWPP)



2025 Butte County Community Wildfire Protection Plan (CWPP)

Overview of CWPPs



- A CWPP is a plan to reduce threats to life and property from wildfire
- Established by Healthy Forest Restoration Act (HFRA) 2002
  - Must be collaborative
  - Must **identify and prioritize** hazardous fuels treatments and methods to protect at-risk communities
  - Must identify measures to reduce structural ignitability
- Makes recommendations (*does not mandate*):
  - *Resilient Landscapes*
  - *Fire Adapted Communities*
  - *Safe and Effective Wildfire Response*

Brief History of Butte's CWPP

First adopted in 2006

- Also serves as the CAL FIRE Butte Unit's Fire Plan

Reviewed annually as part of CAL FIRE's Fire Plan cycle

Updated for signatures approximately every 5 years

- Current CWPP was signed in 2021

2025 is the first complete rewrite in nearly 20 years

- Butte County obtained rewrite funding through CAL FIRE's CCI Program

What Makes Butte's CWPP Unique?

Combined with CAL FIRE Butte Unit Fire Plan

- Dual purpose document meets both Fire Plan and CWPP requirements
- Single, consolidated planning and development effort

Developed at the community level, but reviewed at the state level

- Ensures local goals are aligned with statewide wildfire strategies

Annual Fire Plan review by the State Board of Forestry

- Ensures document remains relevant

Butte CWPP Development Process

Task/Milestone	Approximate Timeframe
✓ Butte County Secured Funding Through CCI Grant Program	✓ Early Spring 2024
✓ Stakeholder Outreach (BCCG Quarterly Meetings)	✓ January 2024 to April 2025
✓ Core Team Project Kickoff	✓ Early June 2024
✓ Data Gathering	✓ Throughout
✓ Core Team Meetings (Review Data and Risk Assessment, Recommendations)	✓ Weekly Starting August 2024
✓ Public Outreach (Community Survey + Social Media)	✓ September 2024-February 2025
✓ Core Team Draft CWPP Review	✓ November-December 2024
✓ Public Review Period (Draft CWPP Review)	✓ Feb 7 – 21 2025
✓ Final CWPP and Presentation to Core Team	✓ April 2025
→ CWPP Signatories	Spring 2025
CAL FIRE and State Board of Forestry & Fire Protection (BOF) Review	Summer 2025
Online Content (e.g. StoryMap)	July 2025
Final Revisions to Online Content	July-December 2025

Collaborative Efforts-Stakeholder Input

Stakeholder Outreach:

- Butte County, Town of Paradise, Cities of Biggs, Chico, Gridley, Oroville
- Butte County Collaborative Group (BCCG)
  - 30+ Federal, State, and Local entities (public, private, tribal, non-profit, others)
  - Quarterly Meetings January 2024 through April 2025
- Direct Outreach to Other Collaborators
- Presentations to:
  - Paradise Chamber of Commerce January 28, 2025
  - Chico Chamber of Commerce Advocacy Committee February 18, 2025

Collaborative Efforts-Public Input

Community Outreach:

- Media Releases September, October 2024 and February 2025
  - TV, Radio, Newspapers, Social Media, etc.
- Community Workshops
  - October 8, 2024, Chico Employment & Social Services Office
  - October 9, 2024, Oroville Employment & Social Services Office
- Community Survey Open From September 11, 2024 to February 21, 2025
  - 128 Survey Responses
- Public Review Period February 7, 2025 to February 21, 2025
- Public Meetings
  - February 11, 2025, Oroville Library
  - February 12, 2025, Chico Library

Key Changes from Last CWPP

Complete Rewrite:

- Focus on Countywide Stakeholder and Community Collaboration
- Development of Risk Reduction Recommendations (Chapter 6)
- Expanded Data-Driven Hazard Modeling (Chapter 8 & Appendix B)
- Individual Community Assessments per NFPA (Appendix C)
- Homeowner Resources (Appendix F)
- Post-Fire Resources (Appendix H)
- Updated Past/Present/Planned Fuel Reduction Project List (Appendix I)

Annual Review

Overall Document is Designed for a 5 to 10+ Year Useful Life

As Part of CAL FIRE's Annual Fire Plan Review Process:

- Entire Document is Reviewed for Currency/Relevancy
- Specific Attention to:
  - All Fire Departments' Priorities
  - Ignition Analysis and Ignition Management Plan
  - Risk Reduction Recommendations (Chapter 6)
  - Past/Present/Planned Project List (Appendix I)
  - Annual Accomplishment Reporting (Appendix K)
- LRA Fire Hazard Severity Zone (FHSZ) Maps Will Be Added in 2026
  - Currently Being Finalized at Local and State Levels
  - Placeholders on Pages 176 to 180

Next Steps

Local Approval

- Presentations to Signatory Entities
  - Butte County Board of Supervisors
  - Biggs, Chico, Gridley, Oroville City Councils
  - Paradise Town Council
  - Butte County Fire Safe Council

State Approval

- Submission to CAL FIRE For Review by State Board of Forestry

Future

Development of Online Platform (HubSite and StoryMap)

- HubSite (https://butte-county-cwpp-buttecountygis.hub.arcgis.com/)
  - Currently available
  - Will host final CWPP document and annual updates
  - Additional resources will be added in the future
- StoryMap
  - On track to be available Summer 2025
  - Provides easy access to key features of the CWPP
    - Interactive online mapping
    - More detailed mapping than PDF CWPP
  - Will be updated alongside the PDF CWPP

Annual Review and Updates

Recommendation

Approve the 2025 Community Wildfire Protection Plan and authorize the Mayor to sign.

2025 BUTTE COUNTY

COMMUNITY WILDFIRE PROTECTION PLAN

Working together to build fire adapted communities, resilient to wildfire



SWCA®
ENVIRONMENTAL CONSULTANTS

UPDATED MAY

IN COLLABORATION WITH:









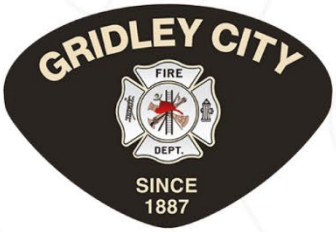












We would like to formally thank the Core Team and all stakeholders for contributing their time and expertise throughout the planning process. Your participation has contributed to creating resilient landscapes, implementing public education, reducing structural ignitability, and ensuring safe and effective wildfire response.

For additional information, questions, or concerns regarding this project, please contact Project Manager Arianna Porter at arianna.porter@swca.com or the CAL FIRE Butte Unit at BTU.PFE@fire.ca.gov.

BUTTE COUNTY COMMUNITY WILDFIRE PROTECTION PLAN AMENDMENTS

Date	Sections Updated	Page Numbers Updated	Description of Update	Updated By
May 2025	All	All	CWPP 5 Year Rewrite	Core Team

The entities listed below participated in the development of and/or reviewed the final document and are in support of the 2025 Butte County Community Wildfire Protection Plan:

Garrett Sjolund
Unit Chief, CAL FIRE Butte Unit
Fire Chief, Butte County Fire Department
Fire Chief, Biggs Fire Department
Fire Chief, Gridley Fire Department
Fire Chief, Oroville Fire Department
Fire Chief, Paradise Fire Department

Steve Standridge
Fire Chief, Chico Fire Department

Tod Kimmelshue
Chair, Butte County Board of Supervisors

Kasey Reynolds
Mayor, City of Chico

Steve Crowder
Mayor, Town of Paradise

David Pittman
Mayor, City of Oroville

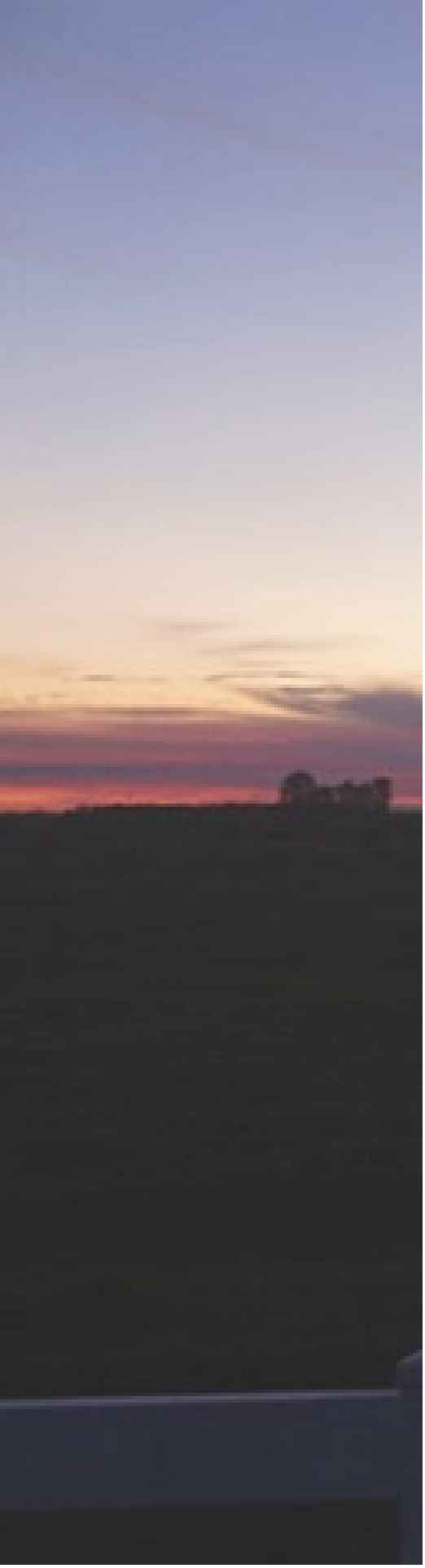
James "Bo" Sheppard
Mayor, City of Biggs

Mike Farr
Mayor, City of Gridley

Darrel Wilson
Chair, Butte County Fire Safe Council

Nick Burtman
Fire Captain
Wildland Fire Preparedness & Mitigation
Butte County Fire Department

Spencer Mallinger
Fire Captain
Pre-Fire Engineer
CAL FIRE Butte Unit



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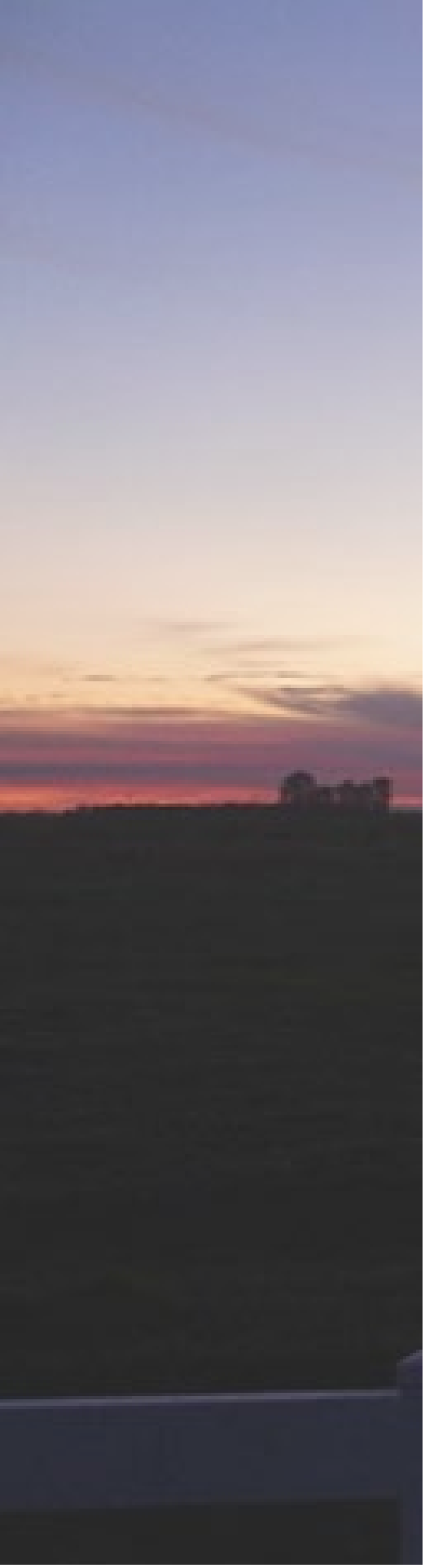
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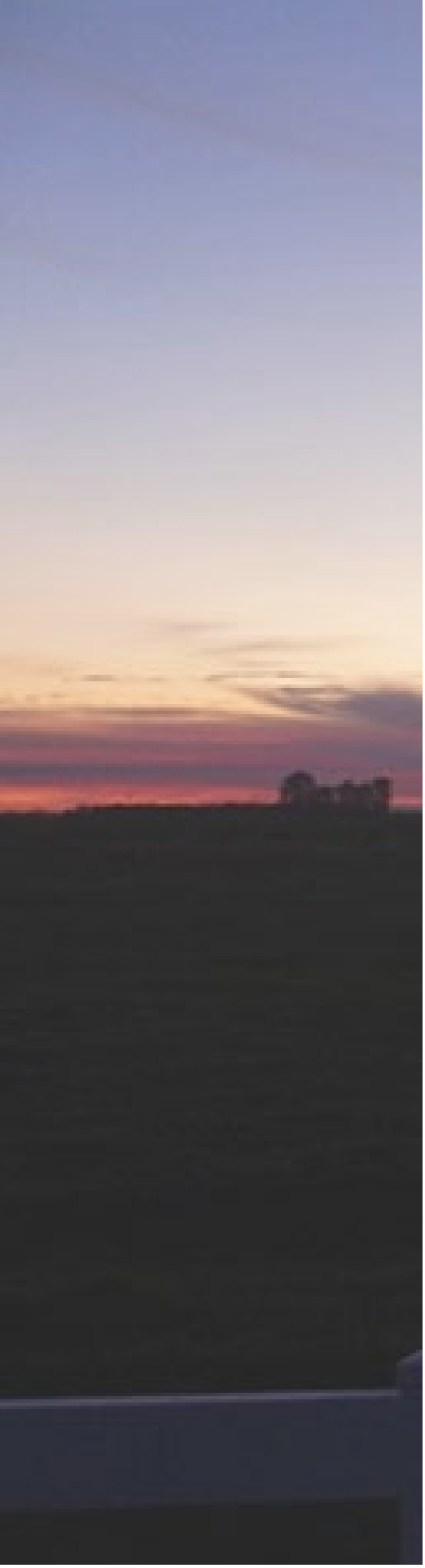


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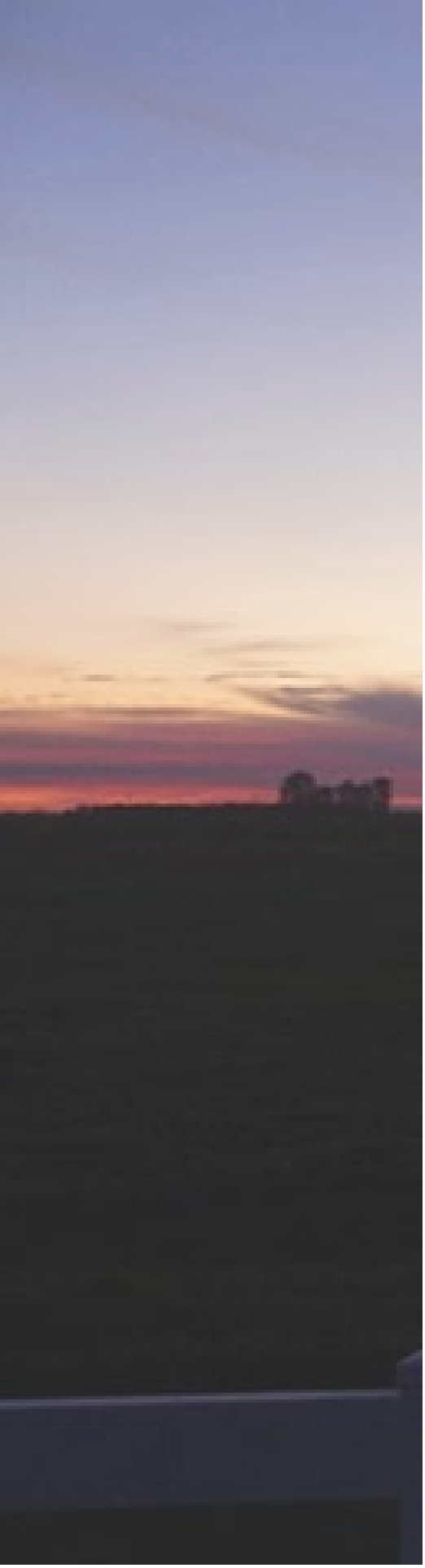
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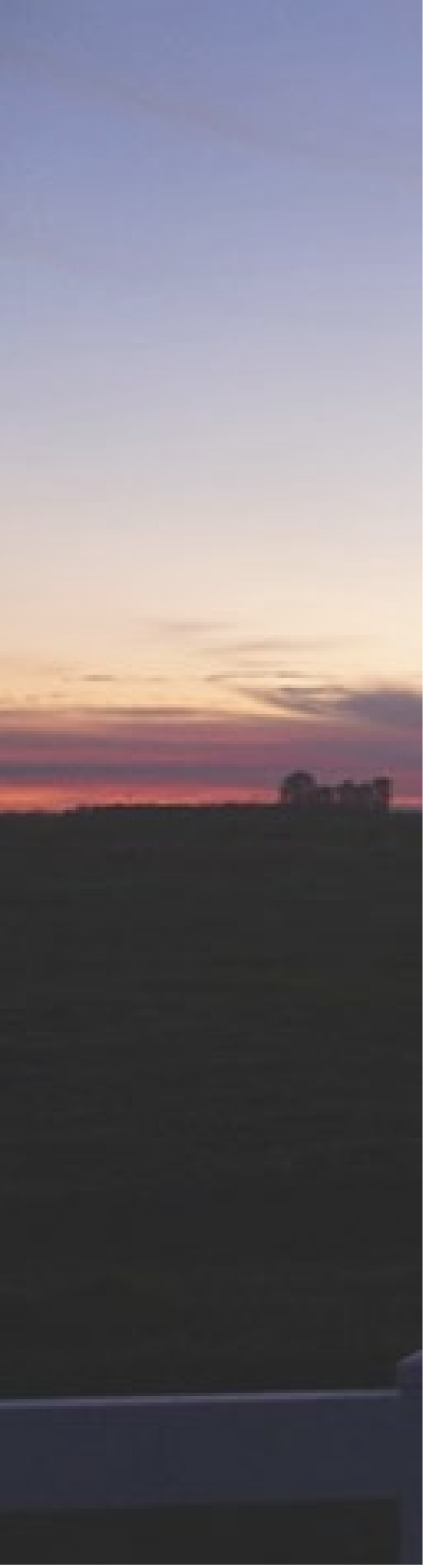


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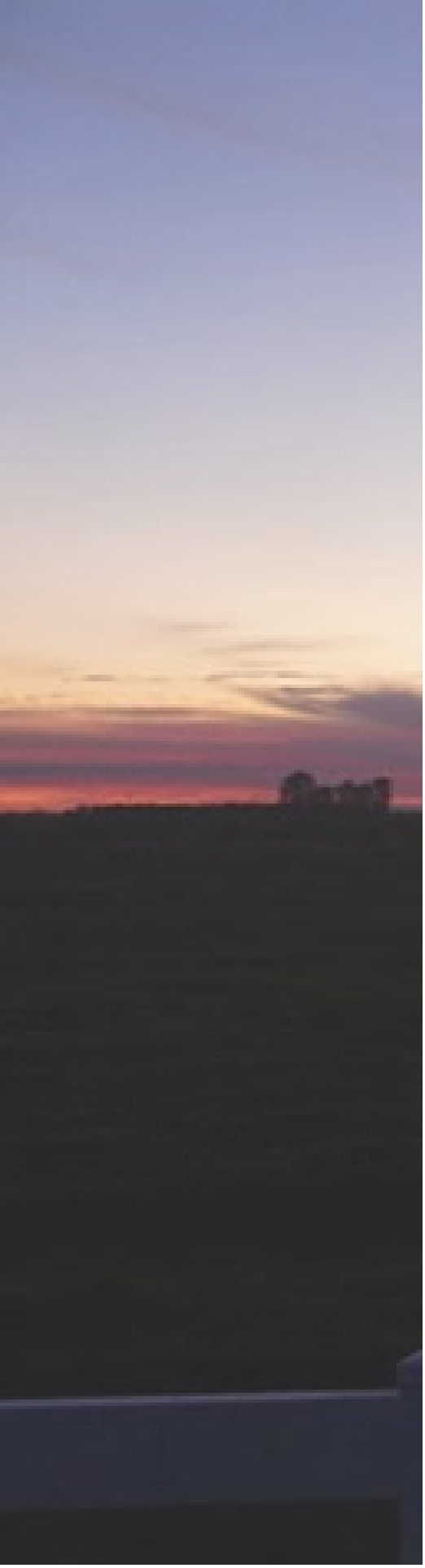


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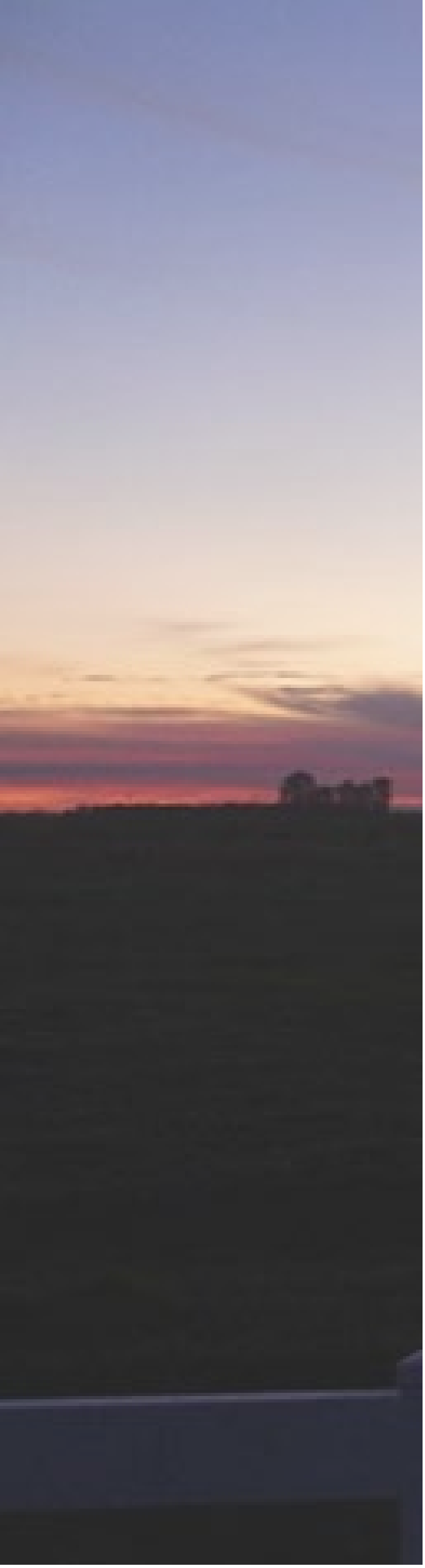


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EXECUTIVE SUMMARY

The 2025 Butte County Community Wildfire Protection Plan (CWPP) serves as an update to the 2021–2025 CWPP, emphasizing strategies to mitigate wildfire risks, reduce hazards, and protect human life and property. It offers a thorough assessment of wildfire risks, hazards, and protection needs across Butte County, uniting various stakeholders involved in wildfire pre-planning, management, and suppression. By identifying gaps and potential planning deficiencies, the plan establishes a framework for future planning and the implementation of mitigation projects and other measures.

Butte County's CWPP serves a dual role as both the countywide CWPP and the Unit Fire Plan for the California Department of Forestry and Fire Protection (CAL FIRE) Butte Unit. This combined approach, developed over a decade ago, streamlines planning and ensures alignment with the California State Board of Forestry's 2018 Strategic Fire Plan for California and CAL FIRE's Statewide Strategic Plan, promoting a unified vision of community safety across local, state, and federal levels. The CWPP's design allows for regular updates and validation by multiple agencies, keeping the plan responsive to current needs and incorporating innovative strategies for fire prevention, protection, and post-fire recovery.

The CWPP meets the requirements of the Healthy Forests Restoration Act of 2003 (HFRA) as well as the CAL FIRE CWPP and Unit Fire Plan guidelines by:

- Including documentation that the plan was collaboratively developed and included public engagement
- Providing an assessment of wildfire hazard and risk
- Including prioritized actions to address hazardous fuels and reduce structural ignitability
- Being approved by authorized representatives from local governments, fire departments, and CAL FIRE
- Providing additional content to describe the planning area, plan goals and objectives, roles and responsibilities, response and suppression capabilities

Butte County, located on the east side of the northern Sacramento Valley and spanning a little over one million acres, is home to approximately 205,928 residents and includes a mixture of State, Federal, and Local Responsibility Areas (Butte County 2024a). Butte County benefits from an integrated, cooperative, regional fire protection system that is both strong and cost-effective. Six entities—CAL FIRE, Butte County, City of Biggs, City of Gridley, City of Oroville, and Town of Paradise—operate as one, highly efficient department, and all fire protection agencies countywide, including Chico Fire Department and the U.S. Forest Service, participate in seamless, decades-old resource-sharing agreements.

Butte County's fire ecology depends on maintaining natural fire return intervals, which are crucial for ecological health and preventing catastrophic fires. Historically, Indigenous communities managed these landscapes with frequent, low- to moderate-intensity fires, promoting biodiversity and reducing wildfire hazards. Preserving these intervals is essential for managing fuel loads, sustaining fire-adapted species, and enhancing forest resilience.

Recent fire activity has profoundly impacted Butte County residents, leading to devastating consequences such as loss of life, property destruction, psychological trauma, contaminated water supplies, and health issues from prolonged exposure to wildfire smoke. These challenges are among the many faced by communities as they navigate recovery from numerous recent wildfire disasters. Given that wildfire is a natural and recurring element in Butte County's landscape, building community resilience is essential. Adapting to live with fire requires proactive measures, including fire-resilient land management,

community preparedness, and sustainable planning practices that recognize wildfire's role in local ecosystems, while simultaneously prioritizing resident safety and well-being. By fostering resilience, the community can mitigate both the immediate and long-term impacts of wildfires, creating a landscape where ecological health and public safety are integral priorities.

The 2025 Butte County CWPP development process involved a core planning team (the Core Team) consisting of local and state agencies and groups with extensive experience in fire management and prevention. The planning process united wildfire responders and land managers in a collaborative effort to model and map wildfire risk, identify hazards, and incorporate stakeholder and public input. Community engagement and awareness were facilitated through public meetings, surveys, workshops, and online platforms. Additionally, the draft document underwent review periods for the Core Team, stakeholders, and public to provide their input on the 2025 Butte County CWPP.

The 2025 Butte County CWPP establishes a comprehensive framework for wildfire preparedness and management, aligning its objectives with the 2018 Strategic Fire Plan for California, California's Wildfire and Forest Resilience Action Plan, and California's Forests and Rangelands: 2017 Assessment. These guiding documents represent the most current statewide strategies and assessments available to inform wildfire planning efforts.

The plan is outlined as follows:

Chapter 1: Introduction and Unit Overview
The plan begins with an introduction to its overarching goals and historical alignment with state and national wildfire strategies. The chapter also outlines the collaborative roles of local and public stakeholders.

Chapter 2: Planning Area Overview and Values
The planning area is clearly defined, and community values, past achievements in mitigation projects, and evacuation procedures are discussed.

Chapter 3: Fire Environment
The plan evaluates fire risks across the wildland-urban interface (WUI), providing a detailed analysis of fire ecology, historical ignitions, and trends.

Chapter 4: Fire Department Capabilities and Pre-Fire Management Strategies
Fire departments provide a summary of the settings, objectives, and resources available to each department or battalion within the planning area. Additionally, mutual aid and dispatch agreements are discussed.

Chapter 5: Cooperator Fire Management Strategies
The collaborating entities within the planning area and their crucial roles in sustaining community-wide resilience to wildfire impacts are detailed.

Chapter 6: Mitigation Recommendations
Mitigation recommendations are identified and outlined in detail, with a focus on fire prevention and fuels reduction, educational outreach, structural preparedness, and response capabilities.

Chapter 7: Monitoring and Adaptation
Provisions for ongoing monitoring and evaluation are provided to ensure the timely adaptation and effectiveness of fuel treatments, risk assessments, and hazard mitigation actions.

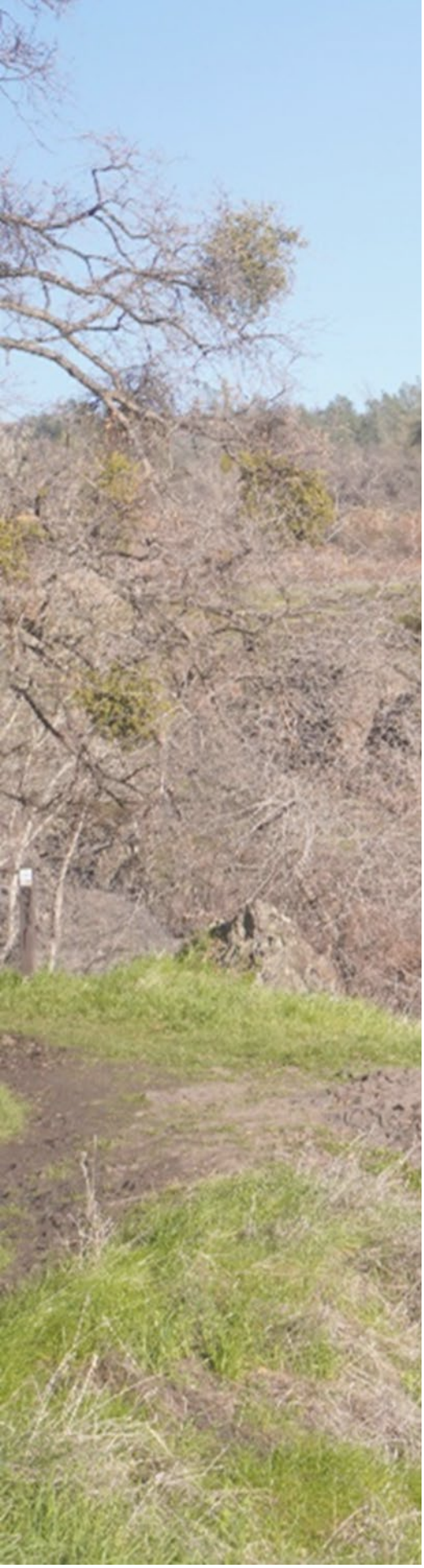
Chapter 8: Quantitative Wildfire Risk Assessment (QWRA)
The plan uses a QWRA to equip land use managers, fire officials, and planners with essential data for crafting targeted wildfire mitigation strategies.

CWPPs do not have the authority to mandate the implementation of any recommendations. However, the core message of this document is that the most effective fire mitigation can be achieved through the joint actions of individual property owners and partner, local, state, and federal governments. The true value of CWPPs lies in their ability to provide a framework for collaboration among the public, governments, agencies, and other partner entities to develop solutions and strategies for wildfire management and mitigation.

This CWPP should be regarded as a dynamic document that necessitates regular updates, particularly after significant fire events. Consistent revisions are essential to incorporate changes, modifications, or new information. These updates are crucial for effectively reducing wildfire risks across Butte County and ensuring the CWPP's core ideas and priorities remain relevant for the long-term benefit of the communities it serves.

The plan has been formally adopted by the Butte County Board of Supervisors and all additional signatories as noted on the signatory page. As part of the annual CAL FIRE Fire Plan update cycle, the CAL FIRE Butte Unit will oversee the plan's governance to ensure project progression and will facilitate ongoing maintenance and updates to keep the plan current and effective.

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CHAPTER 1 – INTRODUCTION

The United States is facing urgent forest and watershed health concerns. In recent years, wildfires have shown a trend of increasing severity, with the total acres burned and the average acres burned per fire rising significantly over time (National Oceanic and Atmospheric Administration [NOAA] 2024). Since 2000, there has been a clear increase in the total acreage burned, with particularly high spikes observed in 2007, 2012, 2015, and 2020 (NOAA 2024). From 2013 to 2022 an average of 7.2 million acres were impacted annually due to wildfire, more than doubling the annual average of acres burned in the 1990s (Congressional Research Service 2023). The 2015 fire season had the most acreage impacted in a single year (between 1960 and 2022) at 10.13 million acres. 2020 was the second most extensive year for wildfire with 10.12 million acres burned (Congressional Research Service 2023). These statistics demonstrate that wildfires are becoming larger and harder to control.

The California's Forests and Rangelands: 2017 Assessment remains the most current comprehensive evaluation of the state's forest and rangeland conditions, highlighting critical challenges such as increased wildfire severity, pest outbreaks, and ecosystem degradation (California Department of Forestry and Fire Protection [CAL FIRE] 2017). While an updated assessment is underway (CAL FIRE 2023b), recent strategic documents like the 2020 California Forests and Rangelands Strategy and California's Wildfire and Forest Resilience Action Plan underscore the urgency of implementing robust wildfire mitigation and resilience measures (CAL FIRE 2020b). These include addressing forest density, prioritizing vegetation treatments, and increasing adaptive management to mitigate wildfire risks and climate impacts (CAL FIRE 2020b).

California faced an especially severe 2024 fire season, with 8,024 wildfires burning 1,050,012 acres statewide, damaging 432 structures, destroying 1,716 structures, and resulting in one civilian fatality (CAL FIRE 2025a). This marks a significant increase compared to the 5-year average, with the acreage burned being over 30 times that of the total fires in 2023. This trend highlights the growing intensity and frequency of wildfires across the state.

Over the past 14 years, wildfires have burned more than 1 million acres in Butte County. In 2024 alone, the CWPP planning area experienced 269 fires, with the Park Fire being the largest at 429,603 acres (including portions in Tehama County). The Park Fire is recognized as the largest arson-caused wildfire in California's history. Butte County has also faced several fires listed among CAL FIRE's top 20 deadliest, most destructive, and largest wildfires in state history (CAL FIRE 2024a).

The 2018 Camp Fire remains the deadliest and most destructive fire in California history, causing 85 fatalities and destroying more than 18,000 structures (Link and Maranghides 2023). The 2020 North Complex Fire ranks as the fifth largest and fifth most destructive fire in state history, burning 318,935 acres and destroying 2,352 structures (Eco Flight 2020). The 2021 Dixie Fire, which burned 963,309 acres, holds the record as the largest single-start wildfire in California's history (CBS News 2021).

Historically, California experienced an average of 1.8 million acres burned annually prior to Euro-American settlement (Stephens et al. 2007). Much of this fire activity consisted of low-intensity, ecologically beneficial burns driven by natural ignitions and intentional burning practices by Native Americans (Stephens et al. 2007). In contrast, recent decades have brought more high-severity fires to Butte County, including the Park Fire, Camp Fire, North Complex Fire, and Dixie Fire, underscoring the increasing severity and impact of modern wildfire events (CAL FIRE 2024a).

Over the past century, fire suppression policies have resulted in a continuous buildup of fuels, leading to larger and more intense wildfires (U.S. Forest Service [USFS] 2003). These fires are increasingly challenging and costly to control, particularly during very dry, windy conditions or during widespread lightning events like those that occurred in northern California in 1999, 2008, and 2020. Under these conditions, local, state, and federal firefighting resources can be quickly overwhelmed.

As wildfire severity increases, communities need a plan to help prepare for, reduce the risk of, and adapt to wildland fire events. Community wildfire protection plans (CWPPs) help accomplish these goals. A CWPP provides recommendations that are intended to reduce, but not eliminate, the extreme severity or risk of wildland fire. This CWPP functions as both the community's wildfire protection plan and the Unit Fire Plan for the CAL FIRE Butte Unit, aligning local priorities with CAL FIRE’s statewide goals. This promotes coordinated fire safety efforts across local and statewide levels of government. The CAL FIRE Butte Unit, along with its goals, priorities, programs, accomplishments, and fire response capabilities, is described in Chapter 4.

GOAL OF A COMMUNITY WILDFIRE PROTECTION PLAN

The goal of a CWPP is to enable local communities to improve their wildfire mitigation capacity, while working with government agencies to identify high fire risk areas and prioritize areas for mitigation, fire suppression, and emergency preparedness. Another goal of the CWPP is to enhance public awareness by helping residents better understand the natural and human-caused risk of wildland fires that threaten lives, safety, and the local economy. The minimum requirements for a CWPP, as stated in the Healthy Forests Restoration Act of 2003 (HFRA), are:

Collaboration: Local and state government representatives, in consultation with federal agencies or other interested groups, must collaboratively develop a CWPP (Society of American Foresters 2004).

Prioritized Fuel Reduction: A CWPP must identify and prioritize areas for hazardous fuels reduction and treatments and recommend the types and methods of treatment that will protect one or more communities at risk and their essential infrastructure (Society of American Foresters 2004).

Treatments of Structural Ignitability: A CWPP must recommend measures that property owners and communities can take to reduce the ignitability of structures throughout the area addressed by the plan (Society of American Foresters 2004).

Additional information on the planning process is available in Appendix A.

ALIGNMENT WITH THE NATIONAL COHESIVE STRATEGY

The 2025 CWPP is aligned with the National Cohesive Wildland Fire Management Strategy (Cohesive Strategy) and its Phase III Western Regional Action Plan by adhering to the nationwide goal "to safely and effectively extinguish fire, when needed; use fire where allowable; manage our natural resources; and as a Nation, live with wildland fire" (Forests and Rangelands 2014:3).

The primary national goals identified as necessary to achieving the vision are:

- **Restore and maintain landscapes:** Landscapes across all jurisdictions are resilient to fire-related disturbances in accordance with management objectives.
- **Fire-adapted communities:** Human populations and infrastructure can withstand wildfire without loss of life and property.
- **Wildfire response:** All jurisdictions participate in making and implementing safe, effective, efficient risk-based wildfire management decisions.

Alignment with these Cohesive Strategy goals is described in more detail in Chapter 4, Fire Department Capabilities and Pre-Fire Management Strategies.

In addition to aligning with the Cohesive Strategy, the CWPP also incorporates information on post-fire recovery, the significant hazards of a post-fire environment, and the risk that post-fire effects pose to communities (Appendix H, Figure H.1).



Figure 1.1. The three primary goals of the National Cohesive Strategy and post-fire recovery.

Note: This CWPP incorporates the three primary goals of the Cohesive Strategy as well as post-fire recovery and serves as a holistic plan for fire adaptation and resilience.

ALIGNMENT WITH PLANS AND AGREEMENTS

This CWPP is aligned with multiple local, state, and federal planning documents, most notably the:

- 2018 Strategic Fire Plan for California
- CAL FIRE Strategic Plan 2024
- 2024 CAL FIRE California CWPP Guide/Toolkit
- Butte County 2024 Local Hazard Mitigation Plan Update
- Butte County General Plan Health and Safety Element 2040
- Butte County Community Wildfire Protection Plan 2021–2025

Like this plan, these planning documents and agreements aim to mitigate wildfire impacts by reducing fire risk, protecting communities and natural resources, and enhancing overall fire resilience. These documents and agreements, as well as additional fire policy and legislative direction, are summarized in Appendix A.

2018 STRATEGIC FIRE PLAN FOR CALIFORNIA

The 2018 Strategic Fire Plan for California, developed by CAL FIRE and the State Board of Forestry and Fire Protection, aims to enhance wildfire management and mitigation through fire prevention, suppression activities, and natural resource management. Key focus areas include improving fire response capabilities, maintaining resilient forests to meet climate goals, and increasing public awareness and community involvement in fire prevention. The plan outlines eight primary goals and 66 specific objectives, such as identifying wildland fire hazards, integrating land use planning, enhancing community fire protection planning, and implementing post-fire assessment programs.

This 2025 CWPP update aligns with the 2018 Strategic Fire Plan for California by integrating the following goals into its project recommendations:

- **Comprehensive Hazard Assessment and Mitigation**: The recommendations support identifying and evaluating wildland fire hazards through activities such as hazard tree and vegetation surveys, maintenance of fuel breaks, and implementation of defensible space programs.
- **Collaborative Data Sharing and Planning**: The recommendations promote collaborative development and sharing of analyses by partnering with tribal governments, conducting quarterly collaborative group meetings, and implementing projects identified in CWPPs.
- **Local Land Use Planning Support**: The recommendations support local land use planning by incorporating solutions for limited access issues into the General Plan's Safety Element, enhancing public education programs, and implementing countywide home hardening techniques.
- **Fire Prevention Awareness and Education**: Increasing fire prevention awareness is addressed through community engagement in Firewise USA programs, public education initiatives, and workforce development and training.
- **Integrated Management Practices**: Integrating fire and fuels management practices with landowner priorities is evident in the collaborative projects with tribal governments, intentional fire implementation, and countywide grazing programs.

- **Resource Determination for Fire Prevention**: Determining necessary resources for fire prevention is supported by enhancing green waste disposal, establishing dedicated wildfire preparedness positions, and conducting workforce training.
- **Fire Suppression Resource Needs**: Addressing fire suppression resource needs includes increasing fire department staffing, modernizing the firefighting fleet, and creating strategic partnerships for firefighting aircraft.

STAKEHOLDER COLLABORATION

CORE TEAM

The Core Team collaboratively guided the development of the 2025 Butte County CWPP. The Core Team included representatives from Butte County Administration, Butte County Fire Department, the Butte County Fire Safe Council, and CAL FIRE. The Core Team drives decision making, data sharing, and communication with community members and other stakeholders. The Core Team facilitated collaboration with local and state organizations throughout the region as appropriate, primarily through coordination with the Butte County Collaborative Group (BCCG). The BCCG membership includes local, state, federal, and tribal governments, as well as nonprofits, private companies, and other organizations with a role in fire management and planning in and around the community. This diverse group was actively engaged throughout the CWPP development process at several regular meetings during which the group provided input on stakeholder outreach and education, project recommendations, and the CWPP during the public review period.

By bringing together stakeholders from a wide range of governmental and non-governmental organizations, the BCCG supported effective cross-boundary collaboration and ensured alignment in planning efforts related to forest health, ecological restoration, and wildfire safety.

In addition to weekly check-in meetings, the Core Team first met on June 3, 2024, convened again on October 9, 2024, and for the final time on December 6, 2024.

Table 1.1. Core Team List

Name	Title	Organization
Spencer Mallinger	Pre-Fire Engineer	CAL FIRE Butte Unit
Nick Burtman	Wildland Fire Preparedness and Mitigation	Butte County Fire Department
Dawn Nevers	Deputy Chief Administrative Officer	Butte County Administration
Katie Simmons	Deputy Chief Administrative Officer	Butte County Administration
Taylor Nilsson	Executive Director	Butte County Fire Safe Council

KEY COLLABORATORS

The development of the 2025 Butte County CWPP was a collaborative effort involving numerous local, state, and federal entities, as well as local tribes and non-governmental organizations. The membership of the Butte County Collaborative Group (BCCG), which consists of over 30 governmental, non-governmental, tribal, and nonprofit entities that play an active role in developing and implementing prescribed fire and other hazardous fuel reduction projects, played a critical role in shaping the CWPP.

This group met regularly throughout the CWPP development process and provided direct project input and collaboration with the public and other relevant stakeholders.

In addition to the Core Team, the BCCG, and the public, the planning process benefited from the input of every local, state, and federal fire protection agency serving the planning area. These agencies brought expertise and on-the-ground experience, ensuring that the plan was comprehensive and addressed the unique challenges of the region.

To recognize the breadth of collaboration, Table 1.2 outlines key partners who participated in CWPP development, including entities that submitted projects or served as signatories to the CWPP.

Table 1.2. Key Collaborators

Organization	Role/Contribution
Big Chico Creek Ecological Reserve	BCCG Memorandum of Understanding (MOU) Signatory, Project Input
Biggs Fire Department	Project Input
Bureau of Land Management (BLM)	Federal Partner, Project Input
Butte County	BCCG MOU Signatory, Core Team Leadership, Project Input
Butte County Air Quality Management District	BCCG MOU Signatory, Project Input
Butte Environmental Council	BCCG MOU Signatory, Project Input
Butte County Fire Department	Core Team Leadership, Project Input
Butte County Fire Safe Council (BCFSC)	BCCG MOU Signatory, Core Team Leadership, Public Outreach, Education, Coordination, Project Input
Butte County Resource Conservation District (RCD)*	BCCG MOU Signatory, Project Input
CAL FIRE Butte Unit	Core Team Leadership, Project Input
California Department of Water Resources	Project Input, Watershed Management, Fuel Reduction Collaboration
California State Parks	Project Input, Land Management, Wildfire Prevention on State Park Lands
Camp Fire Collaborative	Project Input
Chico Fire Department	Project Input
Enterprise Rancheria	BCCG MOU Signatory, Project Input
Gridley Fire Department	Project Input
Konkow Valley Band of Maidu Indians	BCCG MOU Signatory, Project Input
Lassen National Forest	Federal Partner, Project Input
Local Tribal Governments	Cultural and Land Management, Project Input
Mechoopda Indian Tribe of Chico Rancheria	BCCG MOU Signatory, Project Input
North State Planning & Development Collective	BCCG MOU Signatory, Project Input
Northern California Regional Land Trust	BCCG MOU Signatory, Project Input
Oroville Fire Department	Project Input
Paradise Fire Department	Project Input

Organization	Role/Contribution
Plumas National Forest	Federal Partner, Project Input
Private Landowners/Companies	Project Implementation Partners
Sierra Pacific Industries	BCCG MOU Signatory, Project Input
Town of Paradise	Project Input
U.S. Forest Service	BCCG MOU Signatory, Federal Partner, Project Input
Yankee Hill Fire Safe Council (YHFSC)	BCCG MOU Signatory, Public Outreach, Education, Coordination, Project Input

PUBLIC INVOLVEMENT

A key element in the CWPP process is the meaningful discussions it generates among community members regarding their priorities for local fire protection and forest management (Society of American Foresters 2004). SWCA and the Core Team incorporated a comprehensive approach to public involvement throughout the planning process. This effort began with a press release from Butte County published on September 18, 2024, containing a public survey to gather input and specific concerns from residents.

To further engage the community, two public events were held: one in Chico on October 8, 2024, and another in Oroville on October 9, 2024. These events were announced via press releases and social media posts disseminated by CAL FIRE public information officers. At each event, informational materials were distributed, and local fire experts were present to answer questions and provide insights. Additionally, a TV news segment highlighted the CWPP development process and invited community participation. These events provided valuable opportunities for community members to learn about wildfire protection measures and provide their perspectives and feedback to the CWPP.

The draft CWPP was made available for public review from February 7, 2025, through February 21, 2025. During this time, two public meetings were held at the Oroville and Chico Libraries on February 11 and 12, 2025, respectively, providing residents an opportunity to ask questions and share feedback with Core Team members. In addition to the CWPP report, Butte County developed a CWPP hub site and story map (online content) to provide opportunities for information sharing and gathering. The story map and draft CWPP were announced through several different media outlets, including press releases and social media.

Additional information regarding public involvement and outreach is provided in Appendix D.

Tribal Collaboration

Collaboration between CAL FIRE and Indigenous tribes is a vital component of California's comprehensive fire management strategy. Table 1.3 is a list of federally and non-federally recognized tribes in Butte County. The State's 2018 Strategic Fire Plan emphasizes the importance of partnerships with local, state, federal, tribal, and private entities to create a fire-resilient environment, improve fire prevention and suppression efforts, and enhance coordination with tribal groups.

One notable example is the formation of the Tribal Caucus in 2023. Established as a subset of the Butte County Collaborative Group (BCCG), the Tribal Caucus provides a platform for supporting federally and non-federally recognized tribes to support forest health and wildfire safety initiatives.

CAL FIRE has also taken proactive steps to ensure tribal groups in Butte County are aware of capacity-building and grant opportunities by hosting partner meetings. CAL FIRE's Fire Prevention Grants Program supports projects that reduce wildfire risks, including those led by tribal governments. Additionally, CAL FIRE has established wildland fire protection to the Native American Rancherias in the SRA through a statewide agreement with the Bureau of Indian Affairs (BIA). Through coordination and collaboration throughout the state, CAL FIRE and tribal entities aim to protect lives, property, and cultural resources, ensuring a safer and more resilient future for all communities involved (personal communication, CAL FIRE, 2024).

Table 1.3. Tribes in Butte County and their Recognition Status

Tribe Name	Recognition Status
Berry Creek Rancheria	Federally Recognized
Enterprise Rancheria	Federally Recognized
Konkow Valley Band of Maidu Indians	Non-Federally Recognized
Mechoopda Indian Tribe of Chico Rancheria	Federally Recognized
Mooretown Rancheria	Federally Recognized
Pakan'Yani Maidu of Strawberry Valley Rancheria	Non-Federally Recognized

INSURANCE

This CWPP provides recommendations for mitigating wildfire hazard on a county scale; therefore, it is not used by private insurance companies to determine individual property risk, because it does not address hazard at a parcel level. The intent of a CWPP is to provide broad-scale mitigation of wildfire risk to communities, which requires collaboration by government entities, landowners, and the public.

The Quantitative Wildfire Risk Assessment (QWRA) conducted for this CWPP is not intended for the determination of insurance premiums for homes and properties. Both states and insurance companies have clarified that wildfire risk assessments and associated maps in planning documents, such as CWPPs, do not influence insurance rates or coverage determinations. Instead, insurance companies use their own internal, proprietary maps and methods, which consider factors that change more frequently than state and local planning documents (U.S. Department of Agriculture [USDA] 2023).

Resources like the Safer from Wildfires Initiative provide incentives for wildfire risk reduction; the California FAIR Plan Association offers coverage for high-risk areas; and United Policyholders supports homeowners with unbiased guidance on insurance-related challenges. For more information on wildfire insurance options and resources, see Appendix F.



Aerial photograph of homes and forested lands near Magalia, California.



CHAPTER 2 – PLANNING AREA OVERVIEW AND VALUES

PLANNING AREA

Butte County is situated on the east side of the northern Sacramento Valley, covering 1,072,789 acres according to the 2020 Census. The planning area for this CWPP is aligned to the boundaries of the CAL FIRE Butte Unit, which encompasses the entirety of Butte County as well as a small, sparsely populated portion of southeast Tehama County. The total acreage of the CWPP planning area is 1,134,193 acres.

Home to 205,928 residents, it is bordered by Plumas County to the northeast, Yuba County to the southeast, Sutter and Colusa Counties to the southwest, Glenn County to the west, and Tehama County to the northwest.

Approximately 52% of the county is designated as State Responsibility Area (SRA), while approximately 14% falls under Federal Responsibility Area (FRA), with public lands primarily managed by the Lassen and Plumas National Forests. The remaining 34% is classified as Local Responsibility Area (LRA), containing both densely populated urban areas and rural regions. The LRA, which experiences a high frequency of wildfires, poses a notable threat to adjacent SRA (CAL FIRE 2024i). See Figure 2.1 for the CAL FIRE Butte Unit and CWPP planning area boundary.

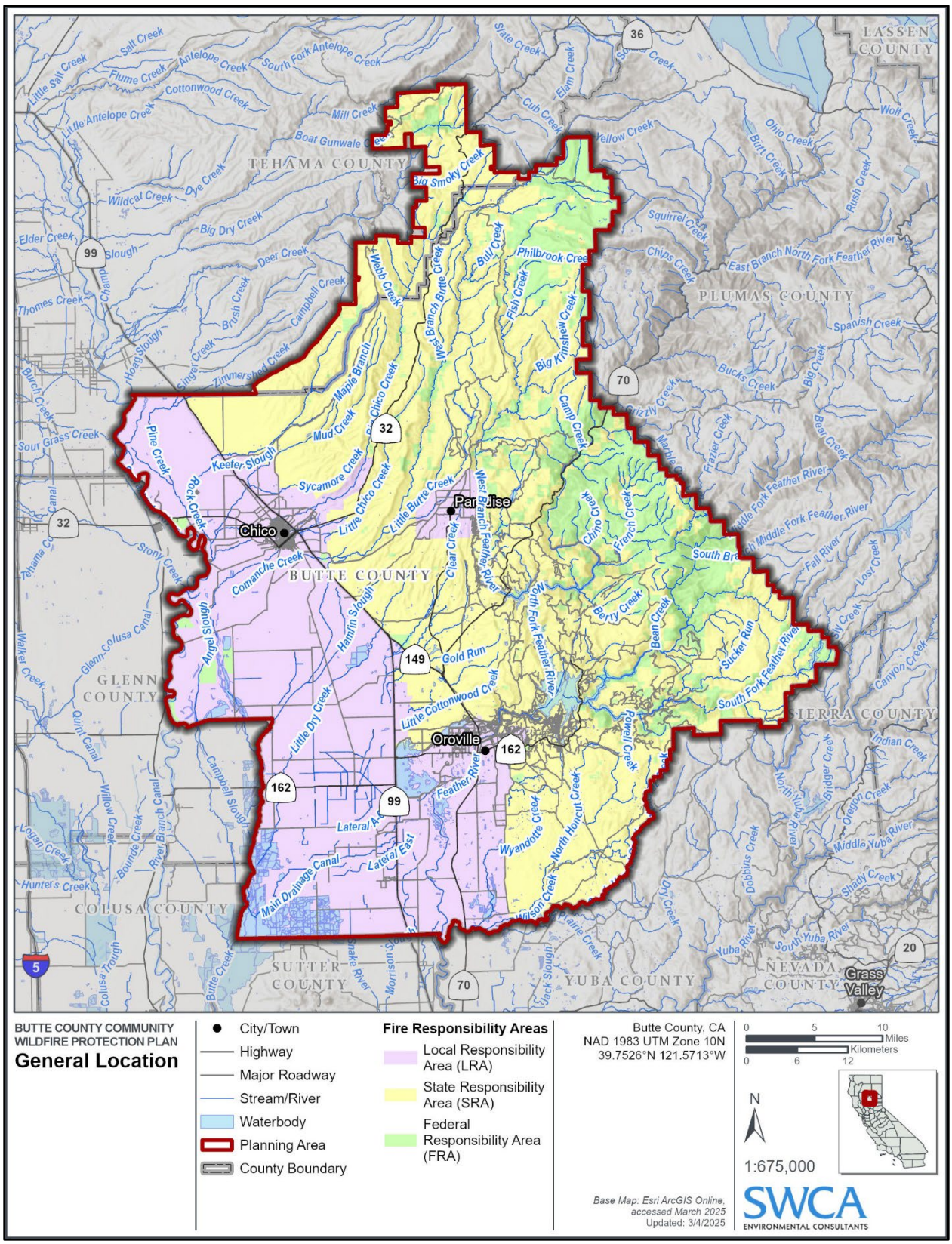


Figure 2.1. Butte County CWPP planning area with fire protection responsibility areas delineated.

LAND OWNERSHIP

Approximately 79% of the CWPP planning area is owned by private landholders, spanning both urban and rural areas, including an estimated 160,765 acres of private non-industrial timberlands. Public land is interspersed throughout the county, creating a mosaic of ownership.

The largest federal land holdings include the Plumas and Lassen National Forests (managed by the U.S. Forest Service [USFS]), which together account for 12.5% of the county's acreage. Federal lands managed by the Bureau of Land Management (BLM) account for 1.2% of the total land area. Additional federal holdings, including those managed by the U.S. Fish and Wildlife Service (USFWS) (0.4%) and the Bureau of Indian Affairs (BIA) (0.1%), are more limited in extent.

State-owned lands contribute a combined 6.0% of the total area, including lands managed by the California Department of Fish and Wildlife (CDFW) (2.4%), California Department of Parks and Recreation (0.5%), and other state agencies (2.6%).

Local government-owned lands make up 0.6%, while nonprofit conservancies and trusts account for 0.5% of the land area. Collectively, these smaller holdings, along with other public and conservation lands, contribute to the diverse management landscape in Butte County (Table 2.1; Figure 2.2).

Table 2.1. Land Ownership in the Butte County Planning Area

Agency/Entity	Acreage	Percentage of Planning Area
Private	896,893	79.1
U.S. Forest Service	142,133	12.5
Other State Lands*	29,748	2.6
California Department of Fish and Wildlife*	27,171	2.4
Bureau of Land Management	13,814	1.2
Local Government	6,835	0.6
California Department of Parks and Recreation*	6,163	0.6
Nonprofit Conservancies and Trusts	6,162	0.5
U.S. Fish and Wildlife Service	4,004	0.4
Bureau of Indian Affairs	1,270	0.1
Total	**1,134,193**	**100**

* Includes 42,000+ acres of California Department of Water Resources lands (FERC P - 2100)

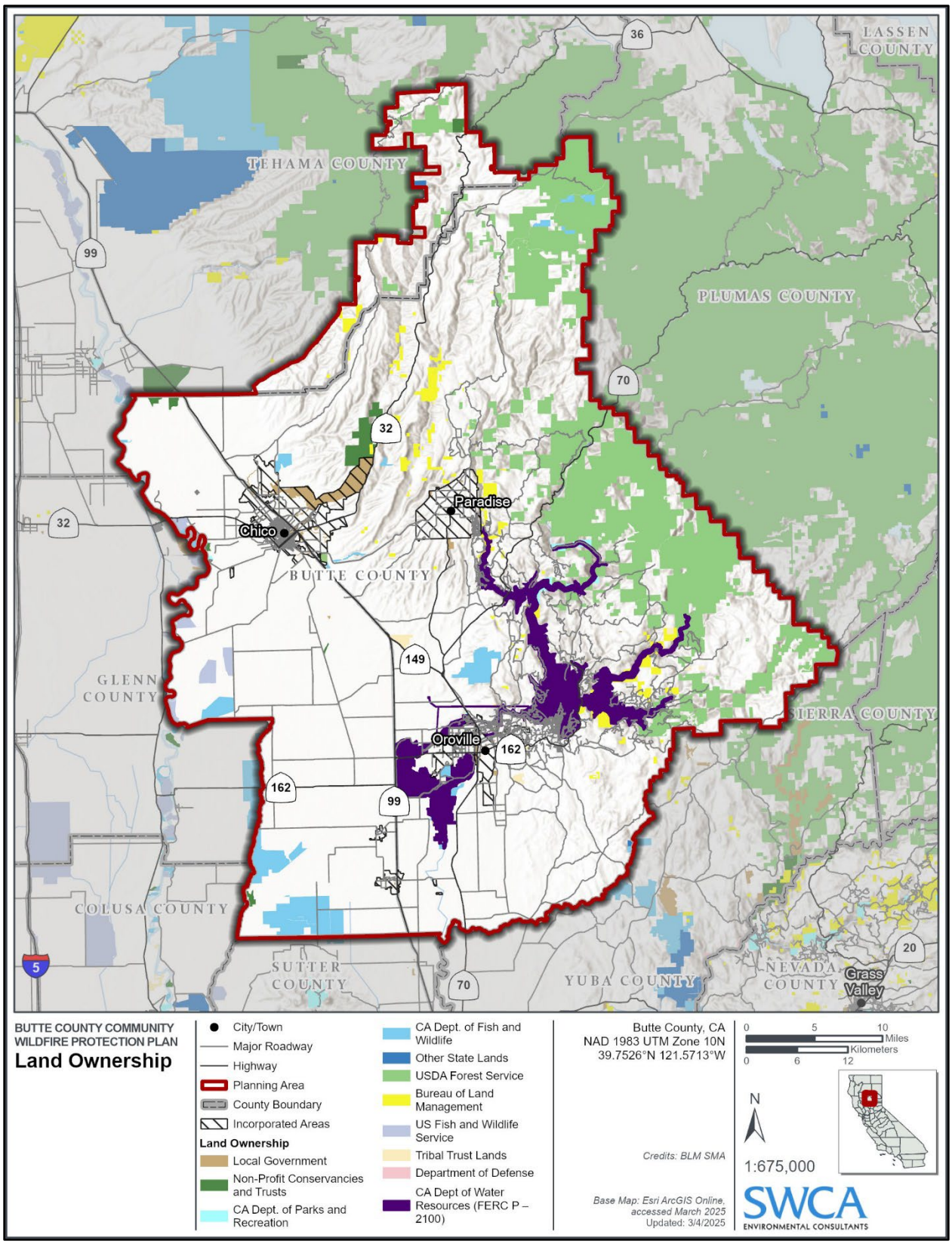


Figure 2.2. Butte County CWPP planning area land ownership map.

ROADS AND TRANSPORTATION

Butte County's transportation system consists of over 2,000 miles of public roads, including State Routes 32, 70, 99, 162, and 191, which connect urban and rural areas across Butte County (Figure 2.3). The county's geography, characterized by the Feather River, which bisects the county, and mountainous terrain in the east, limits the potential for roadway expansion. The Butte County Association of Governments works alongside the County to maintain and improve transportation infrastructure, which supports approximately 4.7 million miles of travel annually and includes a mixture of freeways, expressways, and local roads. Butte County consistently strives to improve the county's roadways with ongoing transportation projects focused on bridge replacements and road widening.

Safe and efficient roadways are especially crucial for emergency response and fire protection in fire-prone areas. Roadways such as the Skyway, connecting Chico and Paradise, are vital evacuation routes for the more rural communities of Butte County. Butte County is committed to enhancing roadway safety and emergency access by reducing hazardous vegetation and ensuring multiple access points are available for emergency vehicles, all of which are integrated into the County's Circulation Element to support mobility and wildfire preparedness.



Figure 2.3. A typical road in a Butte County ridge community.

Additionally, two major rail lines traverse Butte County that transport freight and passengers throughout the western portion of the United States. One of these rail lines parallels the western boundary of the county and the other follows Highway 70 into Feather River Canyon. Transportation safety, roadway capacity improvements, and coordination with regional and state agencies are top priorities.

RECREATION

Outdoor recreation is a popular pastime in Butte County, thanks to its diverse landscapes of forests, rivers, streams, and ecological preserves. The public lands managed by both federal and state agencies provide residents with ample opportunities for activities such as hunting, fishing, hiking, camping, and swimming. However, these outdoor recreation areas also pose potential wildfire risks due to human-caused ignition sources.

Federally managed lands encompass parts of the Plumas and Lassen National Forests. Butte County also boasts significant state-managed lands, including the Lake Oroville State Recreation Area, Thermalito Forebay/Afterbay, Oroville Wildlife Area, Gray Lodge Wildlife Area, Table Mountain Ecological Reserve, and Sacramento Wildlife Area.

WILDLIFE

Wildfire fuel management plays a crucial role in wildlife management due to the potential adverse or beneficial effects that wildfires and vegetation communities can have on wildlife habitat. Vegetation management treatments are routinely implemented across Butte County to help mitigate the severity of wildfire impacts through a landscape. Many wildlife species in the region have evolved alongside a frequent fire regime and are dependent on consistent burn regimes to thrive. In addition to developing effective vegetation management plans to mitigate wildfire, it is also important to consider the potential impacts to wildlife habitat when planning fuel treatments. Vegetation management projects aimed at reducing wildfire risk—such as creating fuel breaks or altering vegetation types—can yield both positive and negative effects on wildlife. For a deeper understanding of fuel management practices, refer to Appendix G. Figure 2.4 highlights the critical habitat areas found for species of concern within Butte County.

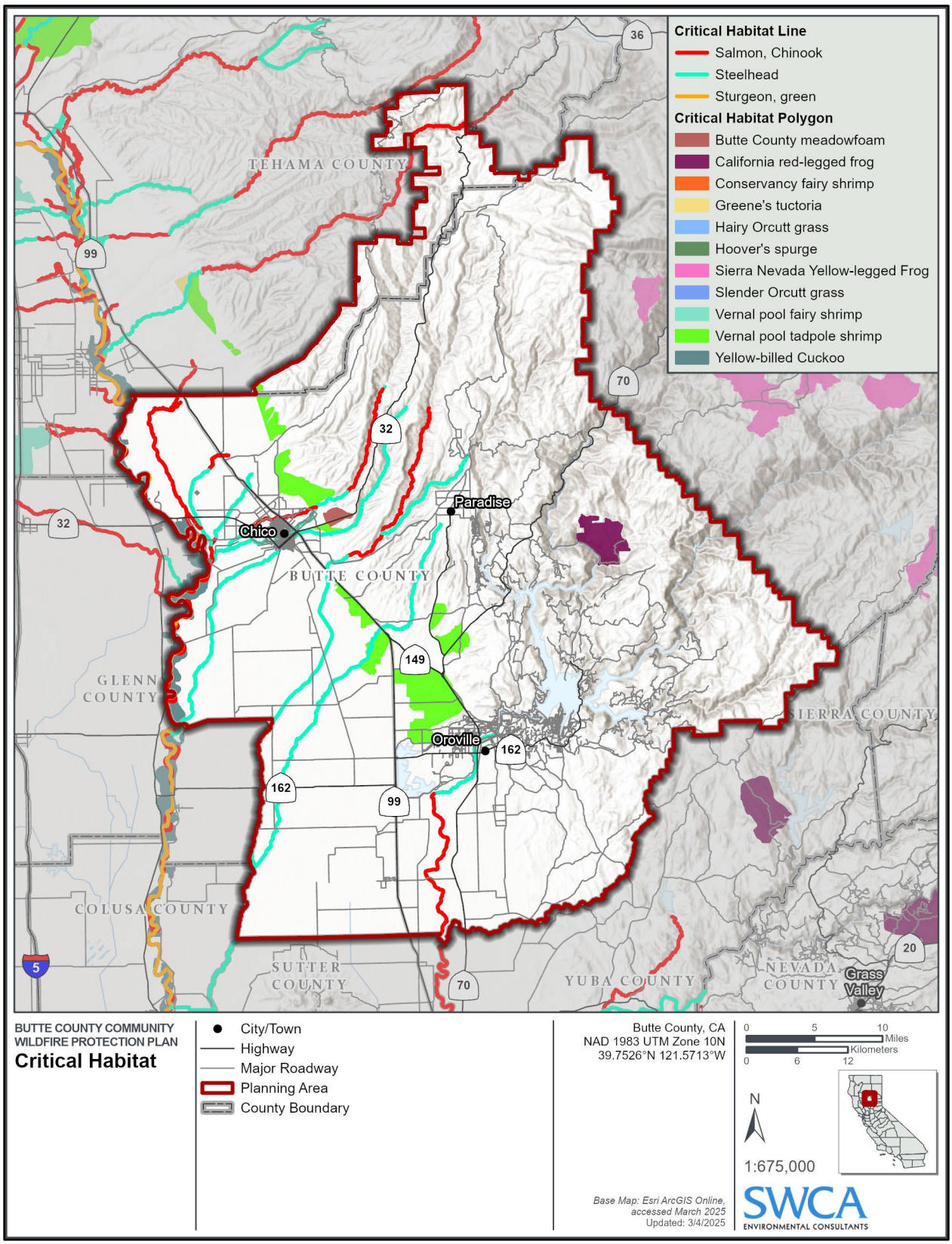


Figure 2.4. Critical habitat in the Butte County CWPP planning area.

Threatened and Endangered Species

Butte County has 224 known special-status species, with nine species being endangered and 10 species being threatened (CAL FIRE 2024i). Vascular plants (113 species) and birds (41 species) make up the largest number of special-status species within Butte County (Table 2.2). Some examples of these species include bald eagle (*Haliaeetus leucocephalus*), California black rail (*Laterallus jamaicensis coturniculus*), California tiger salamander (*Ambystoma californiense*), greater sandhill crane (*Antigone canadensis tabida*), Sierra Nevada red fox (*Vulpes vulpes necator*), and western yellow-billed cuckoo (*Coccyzus americanus occidentalis*) (California Natural Diversity Database 2024).

Table 2.2. Special-Status Species within Butte County

Type	Count
Animals - Amphibians	7
Animals - Birds	41
Animals - Crustaceans	5
Animals - Fish	11
Animals - Insects	4
Animals - Mammals	18
Animals – Mollusks	4
Animals – Reptiles	3
Community – Terrestrial	8
Plants – Bryophytes	9
Plants – Lichens	1
Plants – Vascular	113
Total	**224**

Source: California Natural Diversity Database (2024)

POPULATION

As of 2024, Butte County has an estimated population of 205,928 within its jurisdictional boundaries (Table 2.3). Approximately 109,589 people (53% of the total county population) reside within Chico city limits. The unincorporated portions of Butte County have the second highest population count with approximately 58,731 residents (29% of the total county population). Of the 205,928 residents within Butte County, 18.6% are over the age of 65, with 76.2% of the population being between the ages 5 and 65 years old (Butte County 2024a). The median age in Butte County is 35.9 years old (U.S. Census Bureau 2025).

Approximately 18.8% of Butte County residents live below the poverty line, defined as earning less than $14,580 annually (Butte County 2024a). The average income within the county is $64,426 (Butte County 2024a). This value is below the statewide average income of $73,220 and similar to the federal average income of $65,470 (Forbes 2024; U.S. Bureau of Labor Statistics 2024).

Table 2.3. Butte County Population by Jurisdiction, 2024

Jurisdiction	Population	Percent of Total Population
Biggs	1,853	0.9
Chico	109,589	53.2
Gridley	6,935	3.4
Oroville	18,129	8.8
Paradise	10,691	5.2
Unincorporated Butte County	58,731	28.5
Total	**205,928**	**100**

Source: Butte County (2024a)

Note: Population data are sourced from the Butte County mpbell fireard Mitigation Plan (LHMP). These figures represent estimates and projections at the time of the LHMP's publication and are subject to change due to population growth, migration, and other factors.

SOCIAL VULNERABILITY

The Federal Emergency Management Agency (FEMA) defines social vulnerability as the susceptibility of social groups to the negative impacts of natural hazards (e.g., wildfire), which include disproportionate death, injury, loss, or disruption of livelihood (FEMA 2022). A sole hazard occurrence can bring about considerably different impacts for distinct individuals, even if the magnitude of the hazard was the same for the entire community. Specific groups of individuals may be more susceptible to natural hazards because of socioeconomic status, physical state, or other factors. For instance, elderly individuals may have more difficulty in quickly evacuating during wildfire emergencies, which may make them more susceptible to entrapment.

Socially vulnerable populations can be assessed using a social vulnerability index (SVI), which approximates the social vulnerability of a location based on multiple indicators. This CWPP uses SVI data acquired from the Centers for Disease Control and Prevention (CDC) and the Agency for Toxic Substances and Disease Registry (ATSDR). These data are derived from the U.S. Census Bureau's 2020 American Community Survey 5-year estimates (CDC 2022). It is important to consider all indicators of social vulnerability, which can be understood using the CDC/ATSDR overall SVI shown in Figure 2.5. Figure 2.6 shows the American Community Survey datasets that were used to calculate total social vulnerability values across the United States.

According to the CDC/ATSDR SVI for 2022, Butte County, has a "high" vulnerability score of 0.8225. This places it at a state ranking of 4th and a national ranking of 190th, indicating a significant level of social vulnerability.

In addition to overall social vulnerability, access to critical socioeconomic resources plays a key role in wildfire resilience. Maps detailing the locations of educational facilities, health care services, critical infrastructure, and public safety resources are included in Appendix B (Figures B.17–B.20). These maps provide insight into the distribution of key community assets that influence wildfire preparedness and response.

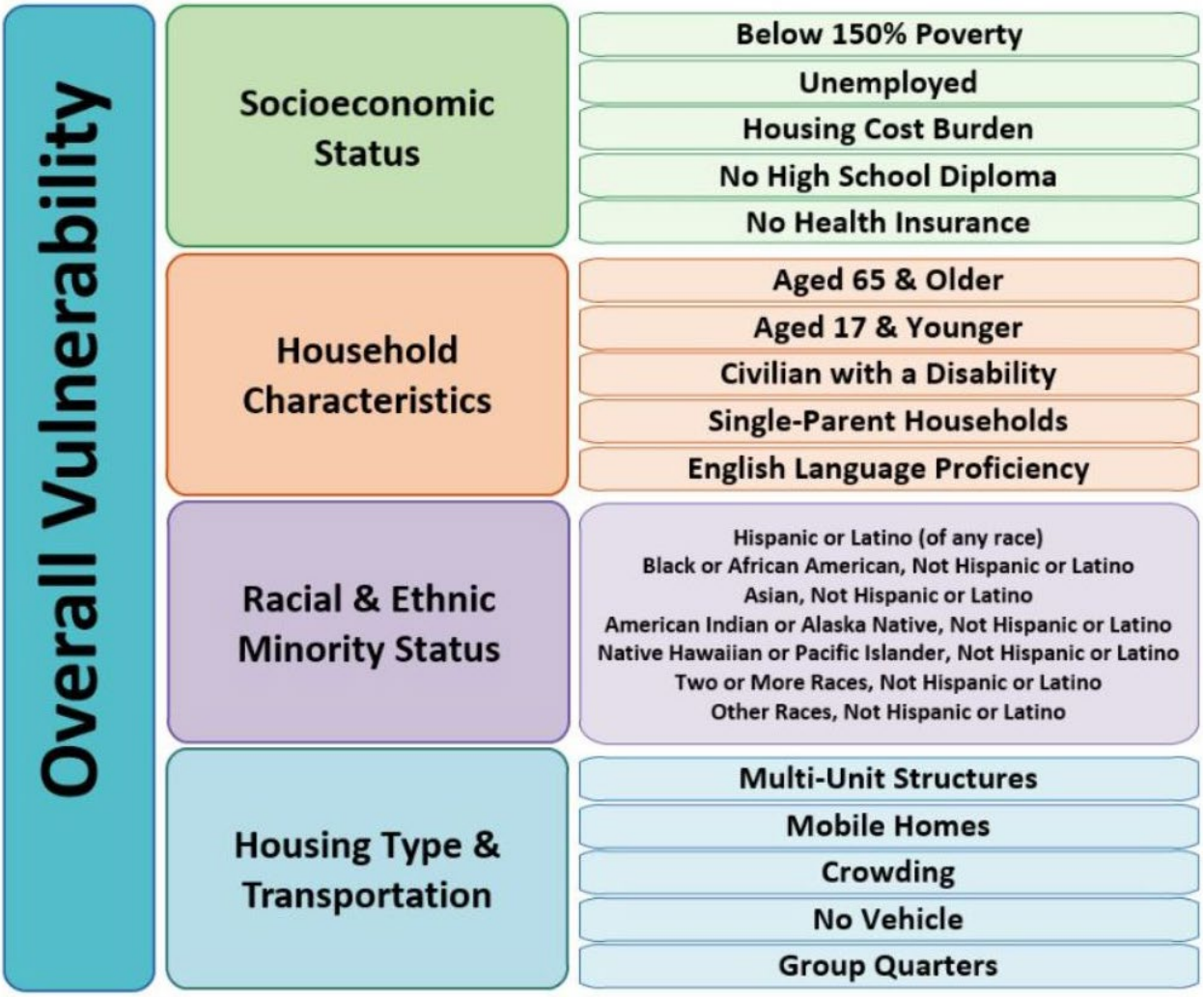


Figure 2.5. Diagram showing CDC/ATSDR indicators of social vulnerability.
Source: CDC (2022)

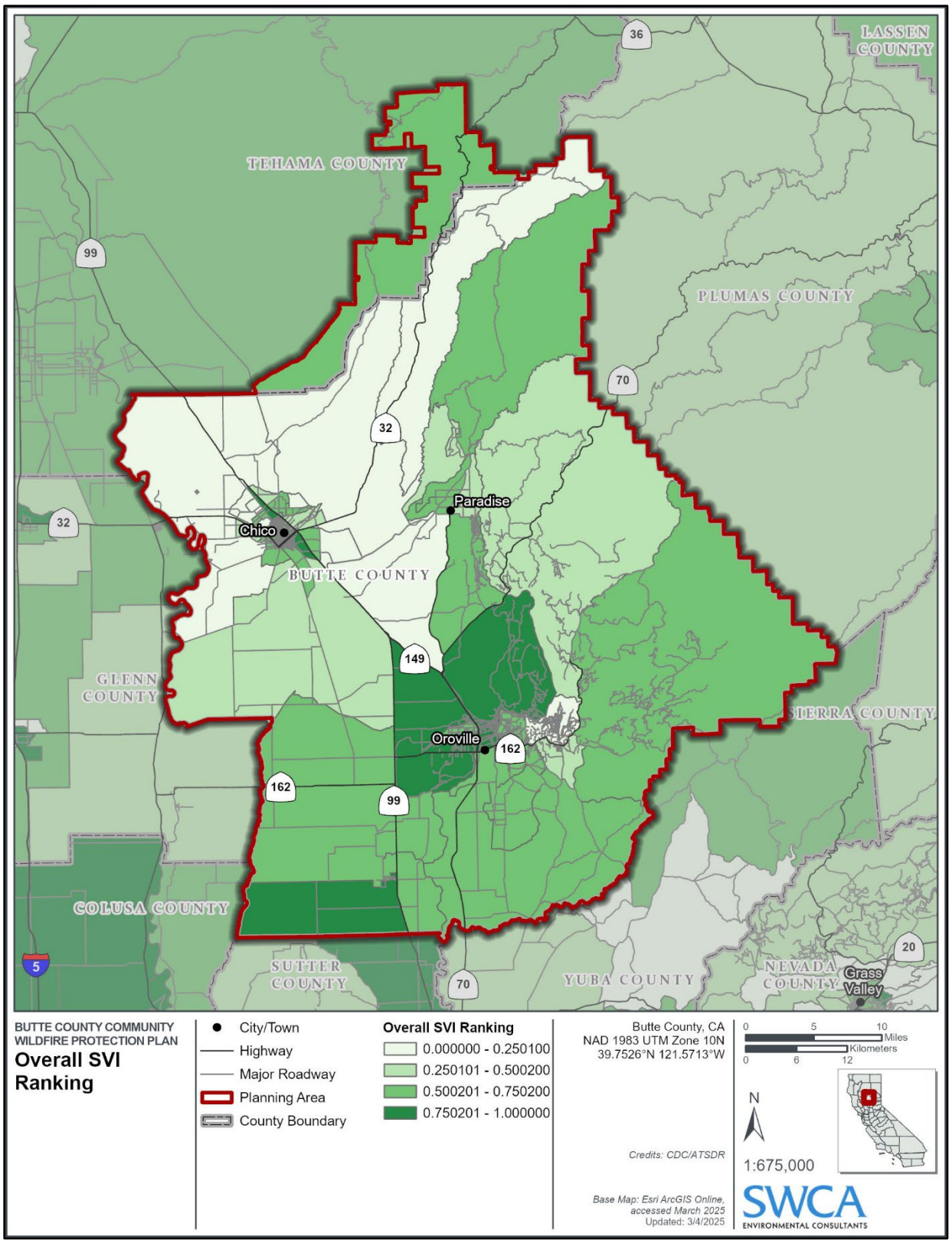


Figure 2.6. Overall social vulnerability index (SVI) percentile ranking for the Butte County CWPP planning area.

Source: CDC (2022)

Table 2.4 provides statistics on socially vulnerable populations within the entirety of Butte County as estimated by the USFS's *Wildfire Risk to Communities*. In this dataset, populations particularly at risk from wildfire include people over 65, people with disabilities, and people dwelling in mobile homes. Visitors and non-local property owners may also be at higher risk if they are not familiar with local guidelines regarding property management (defensible space, fire-resistant vegetation, fire-resistant building materials, etc.) and may not be registered or within reach of local emergency notifications. See Appendix B for additional SVI mapping for vulnerable populations in Butte County.

Table 2.4. Estimated Socially Vulnerable Populations in Butte County

Population at Risk	Number*	Percentage of Butte County*
Families in poverty	5,195	10.6
People with disabilities	34,705	16.4
People over 65 years	38,852	18.2
People under 5 years	11,263	5.3
People of color	66,604	31.2
Difficulty with English	5,128	2.5
Households with no car	5,063	6.1
Mobile homes	8,705	10.4

Source: USFS (2022)

* Numbers and percentages are estimates. For more information and details about margins of error, please visit the following webpage: https://wildfirerisk.org/explore/vulnerable-populations/06/06007/

In addition, wildland firefighters are a population at significant risk from wildfire due to the inherent dangers of their profession. While battling fires, they face immediate threats to their safety, as well as long-term health risks. These include exposure to smoke, chemicals, and other hazardous conditions that can lead to serious health issues over time. In addition to the acute dangers of the fire environment, such as injury or death, wildland firefighters are particularly vulnerable to the medium- and long-term impacts of inhaling harmful substances while on the job.

Unhoused Populations

With continued economic and social trends exacerbating housing insecurity, urban areas in the United States have seen significant increases in unhoused populations. Consequently, fire departments are responding to more incidents involving fires that impact unhoused people and their shelters or encampments.

Many unhoused individuals use open flames for warmth and cooking, often without awareness of fire safety, and often in high fire risk areas, such as densely vegetated riverbanks or vacant buildings. Legislative and political barriers can hinder efforts to address houselessness, which can allow fire risks to persist (National Fire Protection Association [NFPA] 2023).

In Butte County, there are more than 1,000 unhoused individuals, many with health conditions that impact their ability to maintain a job or live independently. This count likely underestimates the true number due to displacement from recent wildfires (Butte County 2023).

COMMUNITY VALUES

A primary goal of the CWPP is to identify, prioritize, and protect the diverse values and assets within Butte County at risk from wildfire. Community values and asset data are gathered through the CWPP process using input from the Core Team, publicly available datasets, and insights from stakeholder and public outreach. These values encompass natural, cultural, and socioeconomic values (Figures 2.7–2.12) as well as lives and property. The scope of this CWPP does not allow determination of the absolute values that could be impacted by wildfire. Some examples of community values are (CAL FIRE 2024i):

- Private property
- Oroville–Thermalito Complex:
  - Oroville Dam
  - Thermalito Dam, Forebay, and Afterbay
  - Lake Oroville
  - Multiple hydroelectric facilities producing 2.2 billion kilowatt-hours per year
  - 200+ miles of lake shorelines
- Historic buildings and many historical sites, including over 20 on the National Register of Historic Places
- Railroads, including over 80 miles of heavily trafficked main line used for passenger and freight transportation
- High-tension power transmission lines, including hundreds of miles of major power lines (500+ kilovolts)
- Rangeland
- Agricultural facilities:
  - Fields
  - Orchards
  - Hullers
  - Dryers
  - Storage
- Research:
  - California Rice Experiment Station, hosting research projects utilized throughout the rice industry
  - Educational facilities, including Butte Community College with 13,000 students and California State University–Chico with 17,000 students
- Medical facilities:
  - Three hospitals, including the regional trauma center
  - Assisted living facilities (100+ senior and residential care facilities housing over 1,200 residents)
  - Rehabilitation facilities
  - Long-term care
  - Hospice
- Six state highways covering more than 175 miles, 25 miles of which are designated scenic highways.
- Ecosystem health and wildlife habitat, including 224 known special -status species, nine of which are endangered and 10 of which are threatened.
- Water quality, including the Sacramento River, Feather River, and associated watersheds
- More than $2.5 billion in timberland
- Recreation areas, including parks, campsites, and intricate trail systems
- Cultural sites and resources (see *Tribal Resources* below)
- Air quality
- Storage of natural gas and other flammable gases
- Bulk petroleum storage facility
- Large-diameter (12+ inch) high-pressure gas and fuel oil pipelines
- Wastewater treatment plants

- Agricultural product processing and distribution facilities for tree nuts, rice, and other crops
- Butte County Jail, Courthouse, and all city and county government offices (City Hall, Board of Supervisors, Sheriff, Treasurer, Hall of Records, Clerk-Recorder, District Attorney, etc.)
- Headquarters of local, state, and national politicians
- Multi-story casino resort hotels
- Regional distribution hubs for FedEx, UPS, Old Dominion Freight, Estes Express, and others
- Multiple regional, national, and international food and beverage product manufacturing, packaging, and distribution centers
- Butte County Landfill
- Telecommunications facilities, including cell and public safety radio towers, as well as wildfire monitoring cameras
- Three general aviation airports, one being an aerial firefighting base, and numerous agricultural airstrips





Water infrastructure (left) and forested lands (right), examples of natural and socioeconomic resources within the Butte County CWPP planning area.

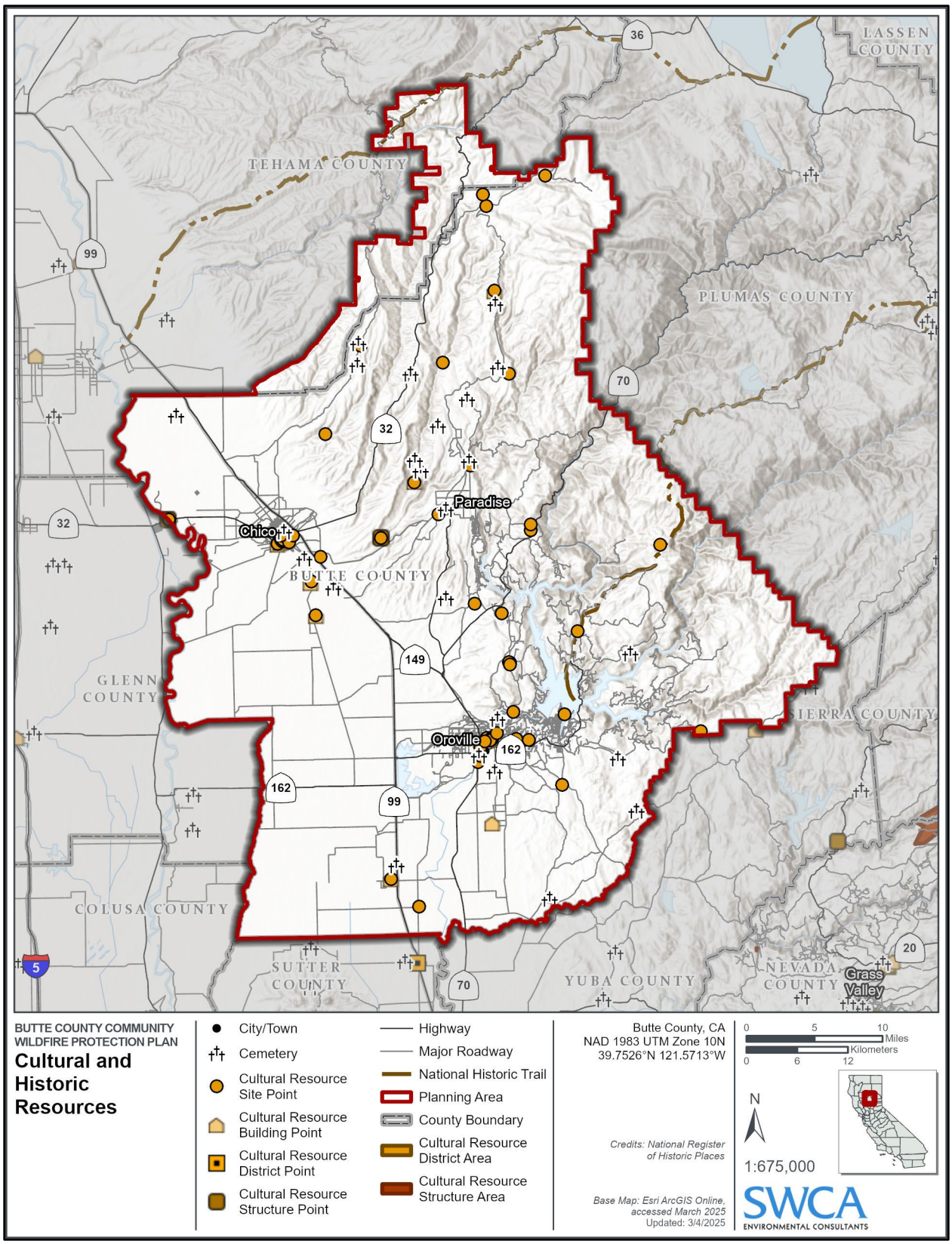


Figure 2.7. Cultural and historic resources in the Butte County CWPP planning area.



Figure 2.8. Bedrock mortars, a cultural resource found within the Butte County CWPP planning area.

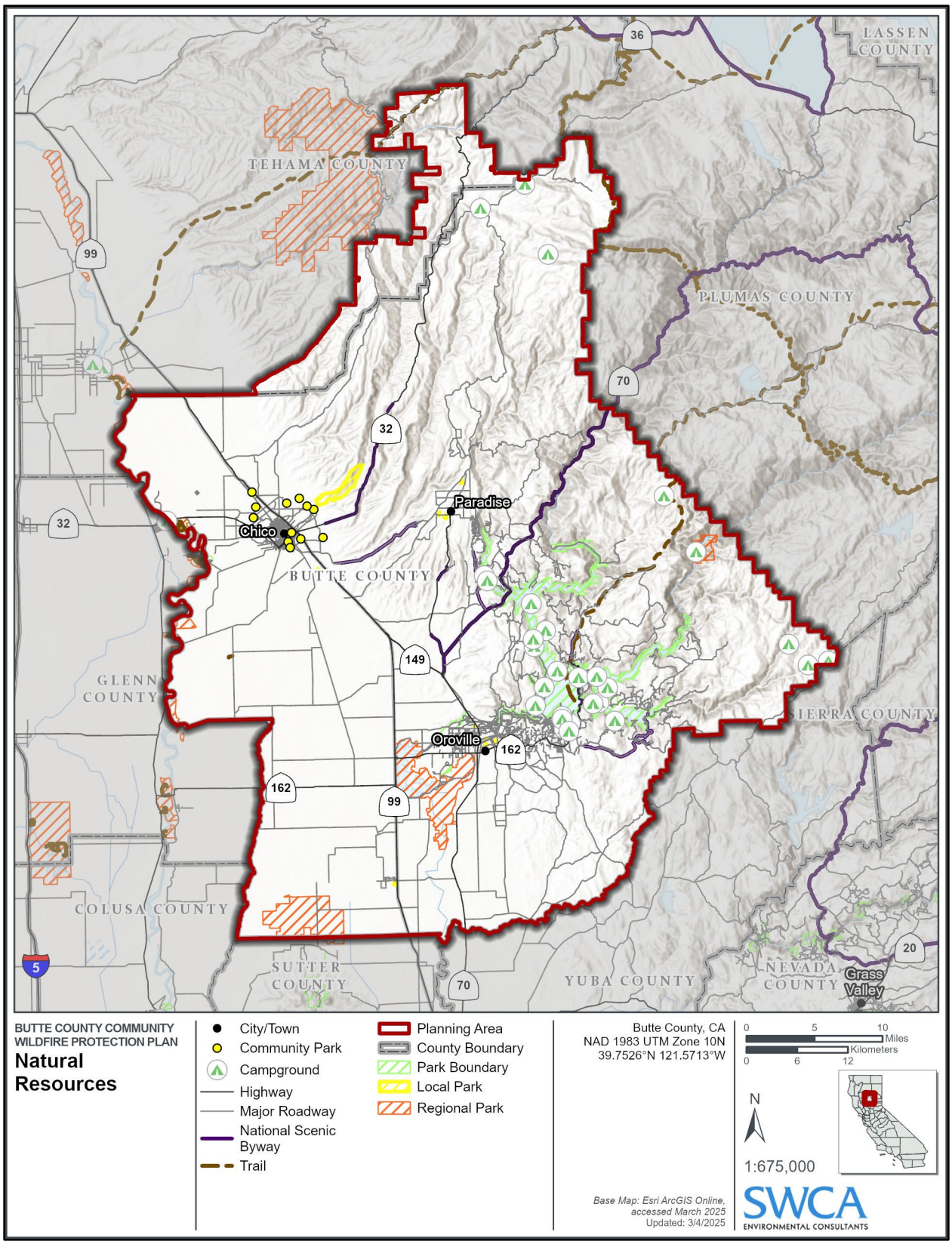


Figure 2.9. Natural resources in the Butte County CWPP planning area.



Figure 2.10. Forested land, an example of a natural resource within the Butte County CWPP planning area.



Figure 2.11. The Oroville Dam and Hyatt Powerhouse, examples of socioeconomic resources within the Butte County CWPP planning area.

Source: Explore Butte (2024).

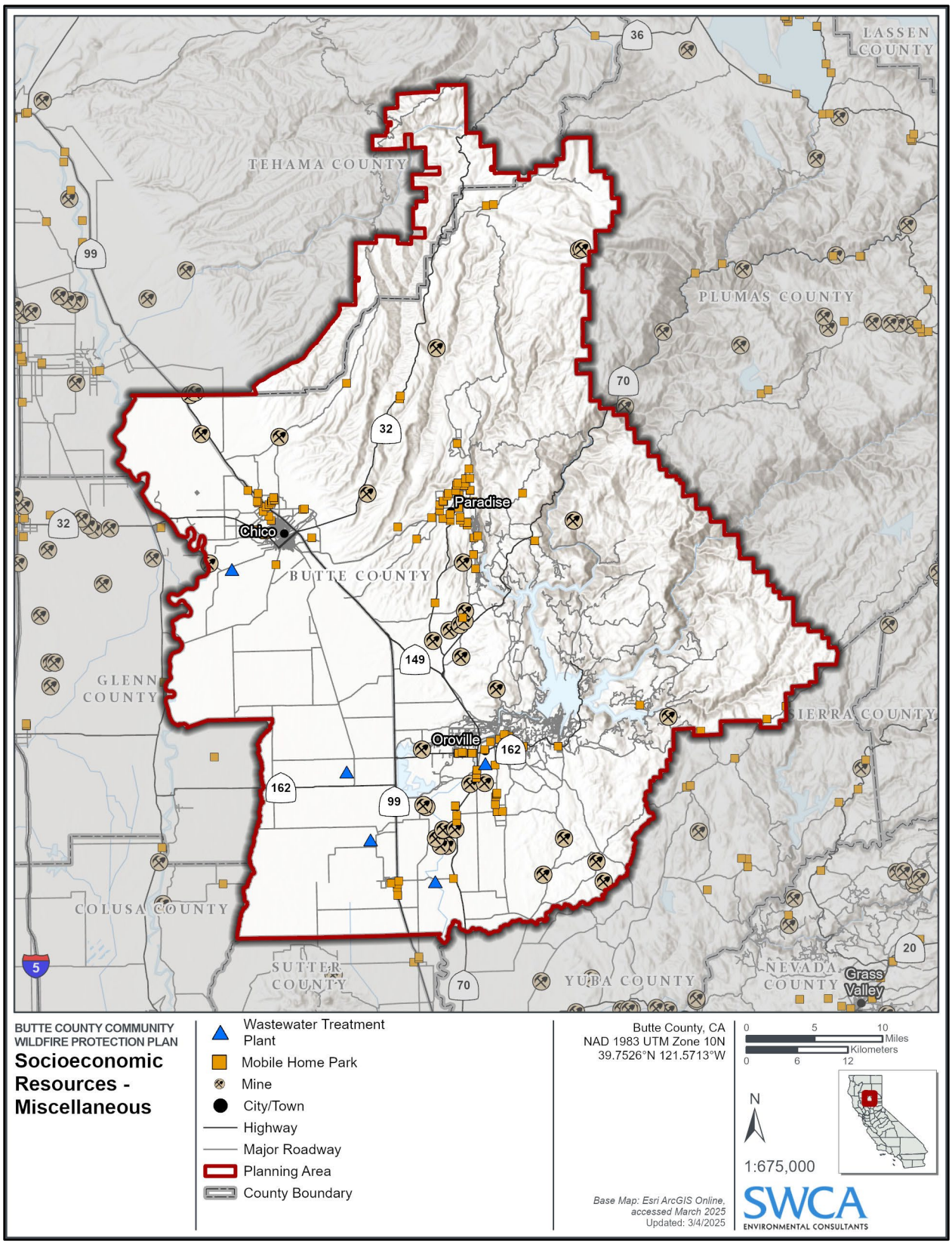


Figure 2.12. Socioeconomic resources in the Butte County CWPP planning area.

TIMBER INDUSTRY

The CWPP planning area encompasses approximately 200,000 acres of timberland located in the upper elevations of Butte County. These areas feature diverse ownership patterns, ranging from small landowners in the wildland-urban intermix to industrial landowners managing large, contiguous parcels within the SRA (Butte County n.d.a).

The timber industry in Butte County is a critical economic and environmental resource, supporting local jobs, supplying raw materials, and contributing to ecological services. However, wildfires pose significant threats to this industry. Risks include the loss of standing timber, diminished market value of fire-damaged wood, and disruptions to long-term forest regeneration. Severe wildfires can destroy young plantations and natural seedlings, delaying future harvests and undermining sustainable forestry cycles.

In addition to direct losses, the aftermath of wildfires often results in increased expenses for post-fire salvage operations, erosion control, and reforestation efforts. Damage to essential infrastructure, such as logging roads and sawmills, can further complicate recovery and escalate operational costs.

WATER INFRASTRUCTURE

Water infrastructure in Butte County, including reservoirs, treatment plants, pump stations, and distribution systems, is vital for providing clean drinking water, supporting agriculture, and maintaining ecological health (Butte County n.d.b). However, these systems face significant threats from wildfires, which can cause both direct and indirect damage with long-lasting consequences.

Direct impacts of wildfires include physical damage to treatment facilities, storage tanks, and distribution pipelines, particularly those made of plastic or other heat-sensitive materials. Aboveground infrastructure, such as intake structures and power supply systems for pumps, is especially vulnerable to high heat and flame exposure. Wildfire-related damage to vegetation and soil can also result in sedimentation and debris flows into reservoirs and watercourses, compromising water quality and increasing treatment costs.

Indirect consequences of wildfires include loss of vegetation in watershed areas, leading to increased erosion, reduced infiltration, and higher sediment loads in streams and reservoirs. These changes can impair water storage capacity and degrade water quality, often requiring extensive and expensive remediation efforts. Additionally, post-fire runoff may carry contaminants such as ash, heavy metals, and organic debris into water sources, posing risks to human health and aquatic ecosystems.

Water Availability and Supply

In Butte County, fire personnel rely on a diverse array of water sources to combat fires and respond to emergencies. The county's water supply includes hydrants, tanks, ponds, cisterns, wells, streams, and ditches (Figure 2.13).

In urban areas, hydrants are strategically placed, and their maintenance is generally prioritized to ensure a reliable water supply during emergencies. However, even these systems are not immune to failures or design limitations, as was evidenced by the failure of Paradise's hydrant system during the Camp Fire. This forced firefighters to utilize alternative water sources to maintain their firefighting efforts (direct communication, CAL FIRE, 2025).

Many unincorporated communities in the planning area are serviced by small private water districts—some with fewer than five hydrants—where maintenance and the ability to support sustained delivery of large volumes of water are significant concerns. For instance, the small water district in Butte Meadows experienced heavy strain during the Park Fire, as water tenders frequently refilled and stretched the district's resources.

In rural areas, which encompass the vast majority of the county's acreage, fire personnel often depend on drafting water from pre-positioned storage tanks, streams, ponds, or other natural sources.
The availability and condition of these water sources can vary greatly, particularly during dry seasons or droughts, when wells and streams may have significantly reduced water levels. Firefighters are trained to adapt to these conditions, using portable tanks and pumps to access water from unconventional sources as needed.



Figure 2.13. Diversion Pool after the Thompson Fire.
Source: Taylor Nilsson.

TRIBAL RESOURCES

Butte County is home to the historic territories of four Native American groups: the Maidu, the Nisenan, the Konkow, and the Yana. The Maidu territory is located at the boundary between the northern Sierra Nevada and the southern Cascade Range, encompassing mountain valleys from Honey Lake to Lassen Peak. The Nisenan territory extends from the banks of the Sacramento River across the lower Feather River drainages to the crest of the Sierra Nevada. The Konkow territory covers the Feather River area west of Rich Bar, stretching southwest almost to the Sutter Buttes, and includes the Sacramento River area from Butte City to Butte Meadows. The Yana territory spans from the edge of the Sacramento Valley eastward to the crest of the Cascades and northern Sierra (Butte County 2023).

This rich history of habitation has made Butte County notable for its array of both prehistoric and historic archaeological sites. The county has recorded 4,008 archaeological sites, of which 2,155 are prehistoric and 1,853 are from the historic period (it should be noted that the "historic" designation includes post-colonial history and includes resources not originating from tribal groups). This diversity and quantity of

resources present underscores the importance of robust regulatory measures to protect them in collaboration with local Native American tribes. Policies outlined in the Conservation and Open Space Element of the Butte County General Plan (COS-14, COS-15, COS-16, and COS-17) require maintaining collaborative relationships with tribal representatives to ensure the identification, evaluation, protection, and respectful management of cultural, historical, archaeological, and tribal cultural resources during planning and development processes. This collaboration is crucial in ensuring that the cultural heritage and traditional practices of these tribes are preserved and respected in perpetuity (Butte County 2023).

AREA OF CONCERN

To better prioritize resilient landscape recommendations (see Table 6.1 in Chapter 6), the CWPP Core Team delineated broad areas of concern within the county (Figure 2.14) using a variety of mapping products and local expertise, wildland-urban interface (WUI), wildfire hazards, fuel models, and aerial imagery. The area of concern is used to demonstrate regions of the planning area that should be prioritized for mitigation actions to reduce risk to assets. This allows land managers and homeowners to better understand locations on the landscape that would benefit the most from wildfire mitigation and preparedness.



Open space in Butte County.

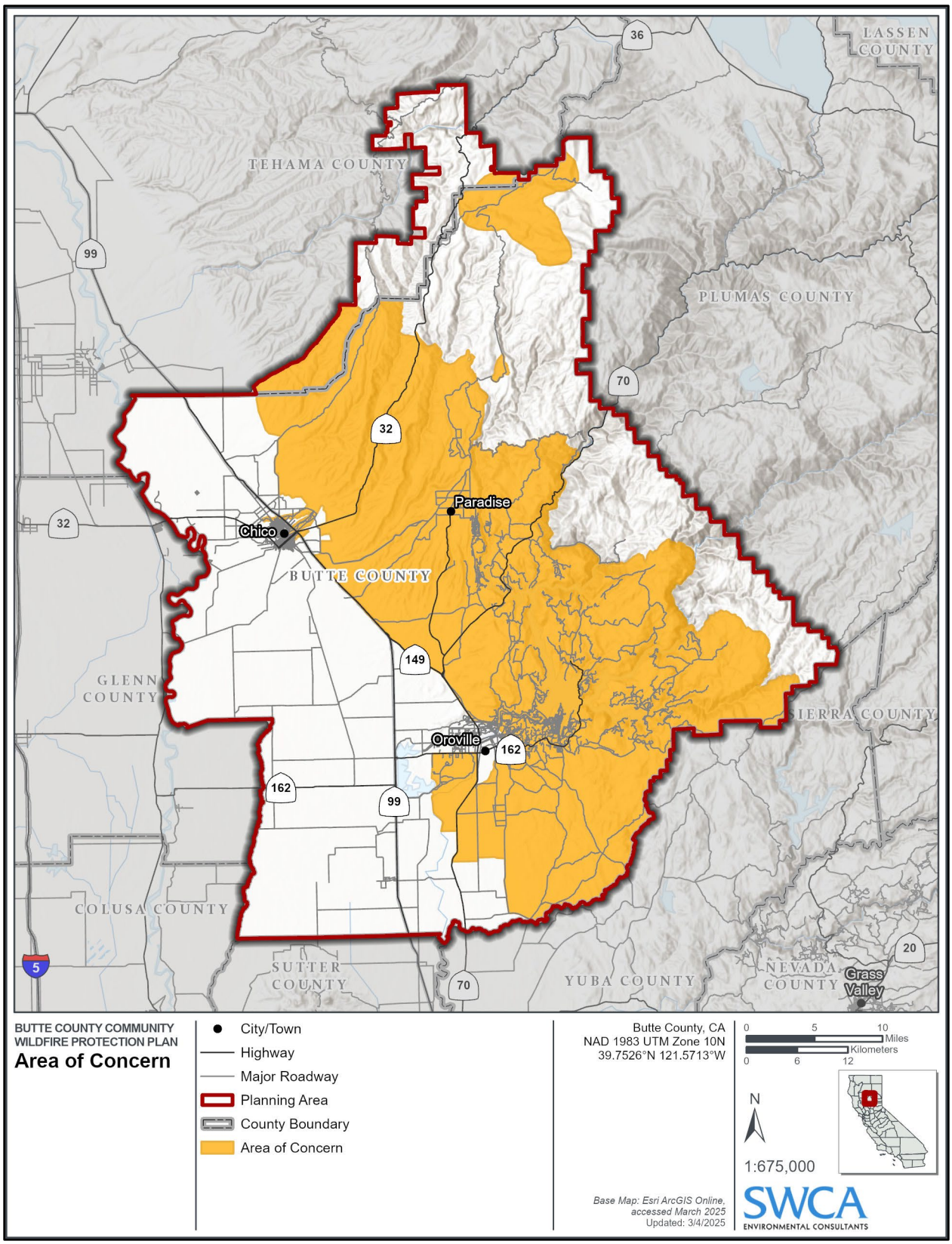


Figure 2.14. Areas of concern for Butte County CWPP planning area.

FUEL TREATMENT PROJECTS

CAL FIRE Butte Unit and other stakeholders lead an active and dedicated fuel treatment program across Butte County, as shown in Figure 2.15. This includes various fuel treatment projects on tall shrub and forested fuels and the implementation of prescribed herbivory (grazing) in grassland open spaces. This information is best shown in a web mapping application. Therefore, **recommended and planned projects for this CWPP update are presented in more detail on the project hub site here: https://butte-county-cwpp-buttecountygis.hub.arcgis.com/.** Maps of this data are provided in Figures 2.15 through 2.19 below.

Table 2.5 provides a comprehensive summary of the acres of treated landscape in each community, categorized by their current status: Active, Complete, Complete in Maintenance, and Planned/Proposed. This table offers a detailed overview of the ongoing, completed, and future projects aimed at managing and reducing fuels across various communities. The table is organized to show the total acres treated for each project within each community, allowing for a quick assessment of the progress and future plans in fuel reduction and landscape management initiatives**. It should be noted that the acreages were determined by the community boundaries that were delineated for the field surveys (refer to Figure C.1 in Appendix C).**

Key information for specific fuel treatment projects has been collected and is available in Appendix I, Table I.1. This includes essential details for each project, such as the project name, responsible agency, current status, expected or actual completion year, types of treatments applied, and the area covered in acres. It is important to note that not all cooperating entities within the county have the capacity to provide geographically referenced projects.

Table 2.5. Acreage and Status of Treated Landscapes

Community	Planned/Proposed (acres)	Active (acres)	Complete in Maintenance (acres)	Complete (acres)
CWPP planning area	48,557	147,234	599	19,884
Bangor/Rackerby	-	231	78	346
Berry Creek	471	22,195	-	2,027
Big Bend	215	12,162	-	171
Biggs/Gridley	282	2,025	-	6
Butte Creek Canyon	-	109	-	58
Butte Meadows	17	-	-	101
Butte Valley	105	2,924	-	114
Chico	17	545	34	1
Clipper Mills	345	1,696	-	1,146
Cohasset	2,818	9,039	-	1,352
Concow	1,682	32,150	-	1,174
East Oroville	2,638	3,114	46	2,670
Feather Falls	446	482	-	660
Forbestown	3	-	-	154
Forest Ranch	3,641	2,300	6	1,691
Honcut	-	8	-	-
Hurleton	563	284	314	498
Inskip	149	-	-	13
Jonesville	-	-	-	68
Magalia/Paradise Pines/De Sabla	1,796	4,932	-	2,897
Oroville	133	44	80	35
Palermo	1,855	1	-	175
Paradise	11,576	14,750	-	544
Pentz	482	1,315	-	61
Richardson Springs	4,210	1,207	-	51
Robinson Mill	355	235	122	937
Stirling City	-	-	-	206
Swedes	-	473	-	366
Table Mountain/ Cherokee	2,097	3,452	-	-
Thermalito	2,128	1,089	-	171
Yankee Hill	451	8,161	-	138

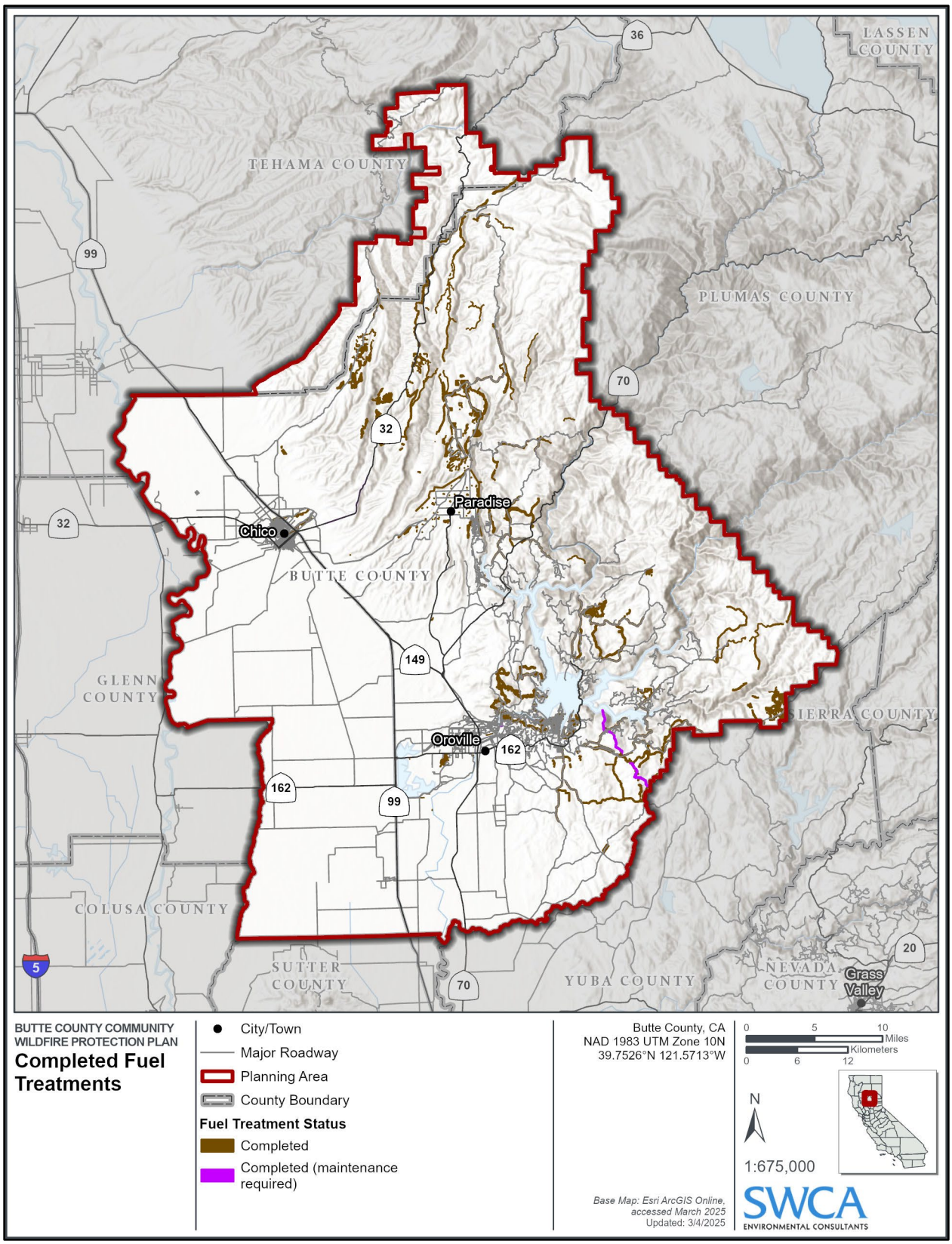


Figure 2.15. Completed fuel treatments within the Butte County CWPP planning area.

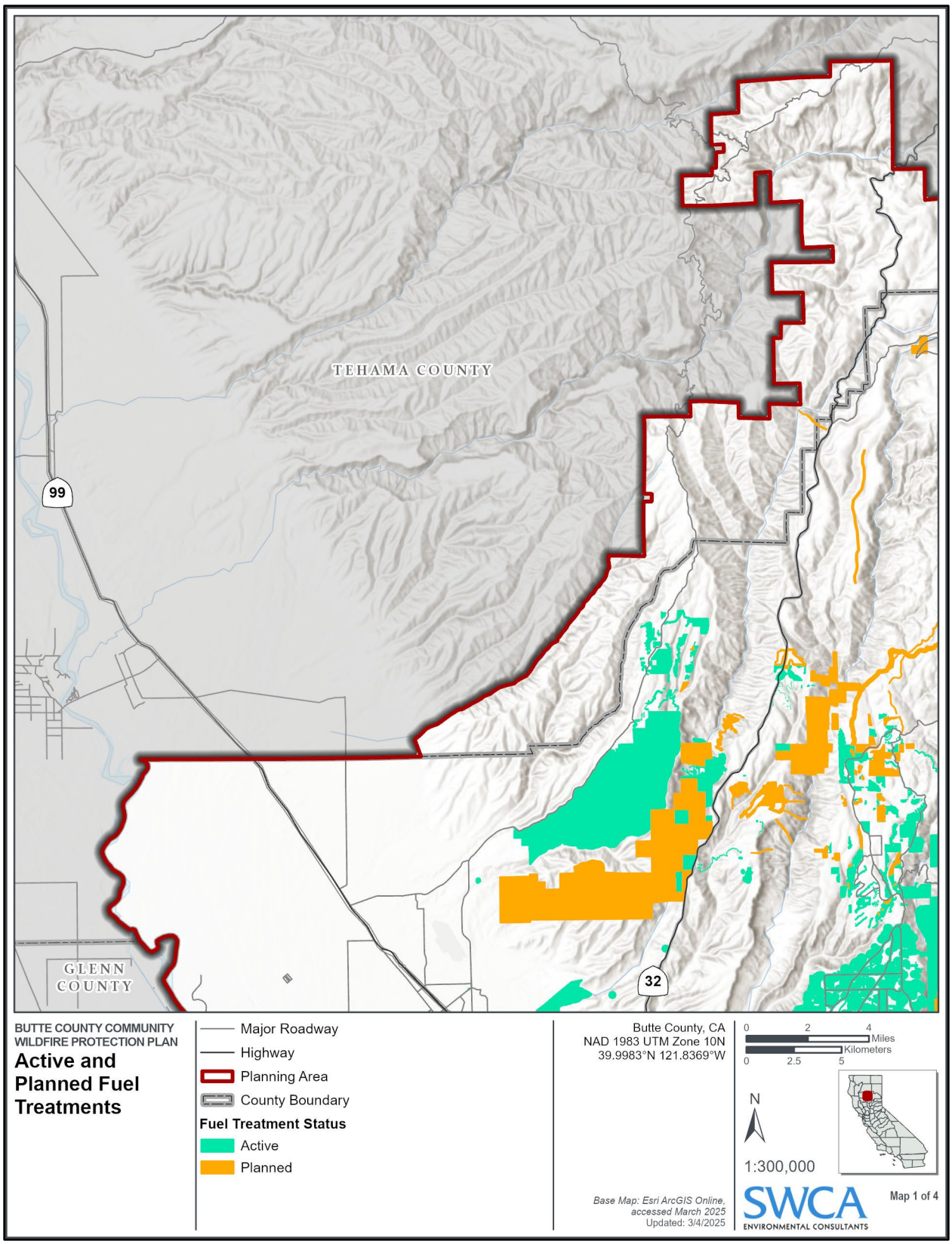


Figure 2.16. Active and planned fuel treatments in the Butte County CWPP planning area, map 1 of 4.

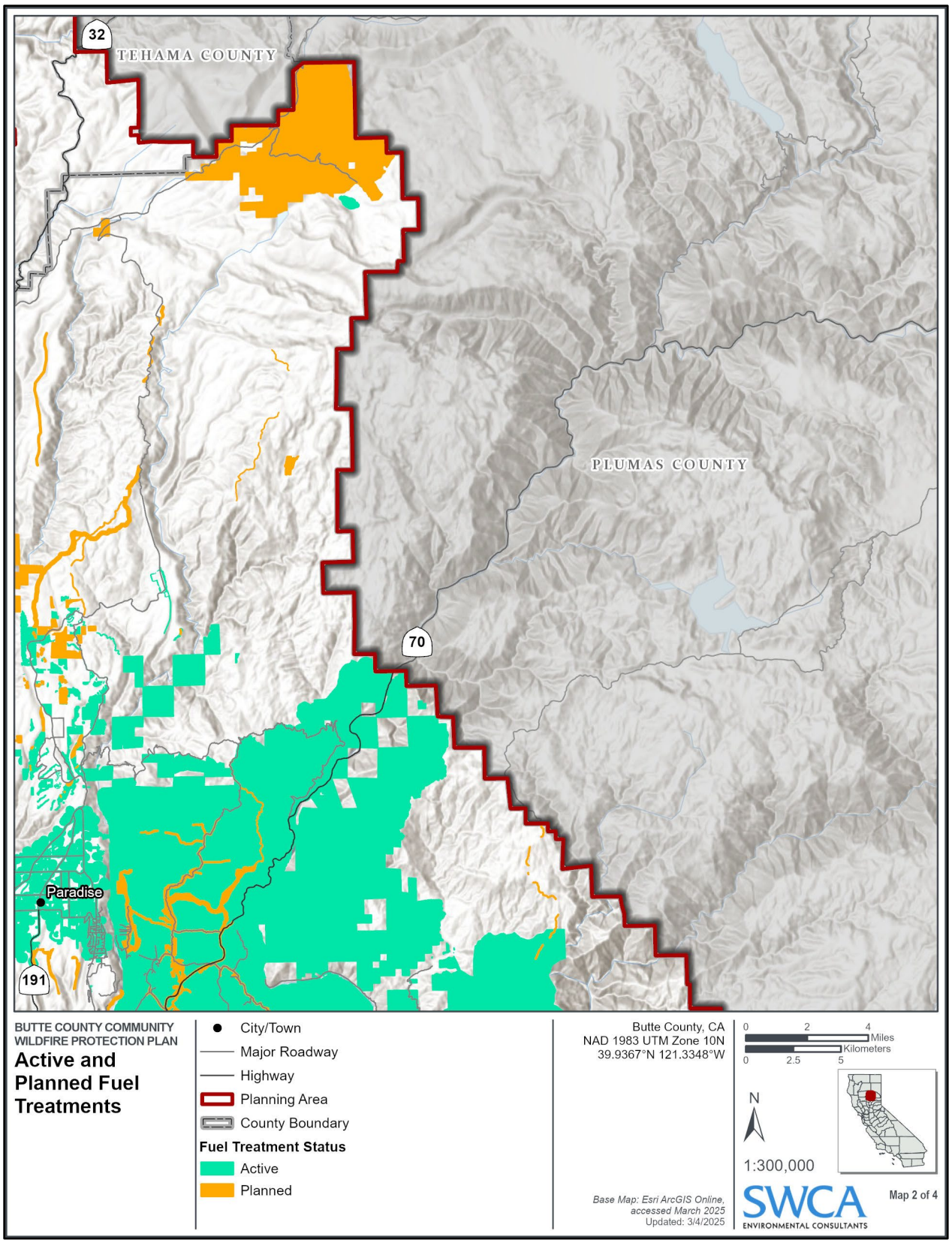


Figure 2.17. Active and planned fuel treatments in the Butte County CWPP planning area, map 2 of 4.

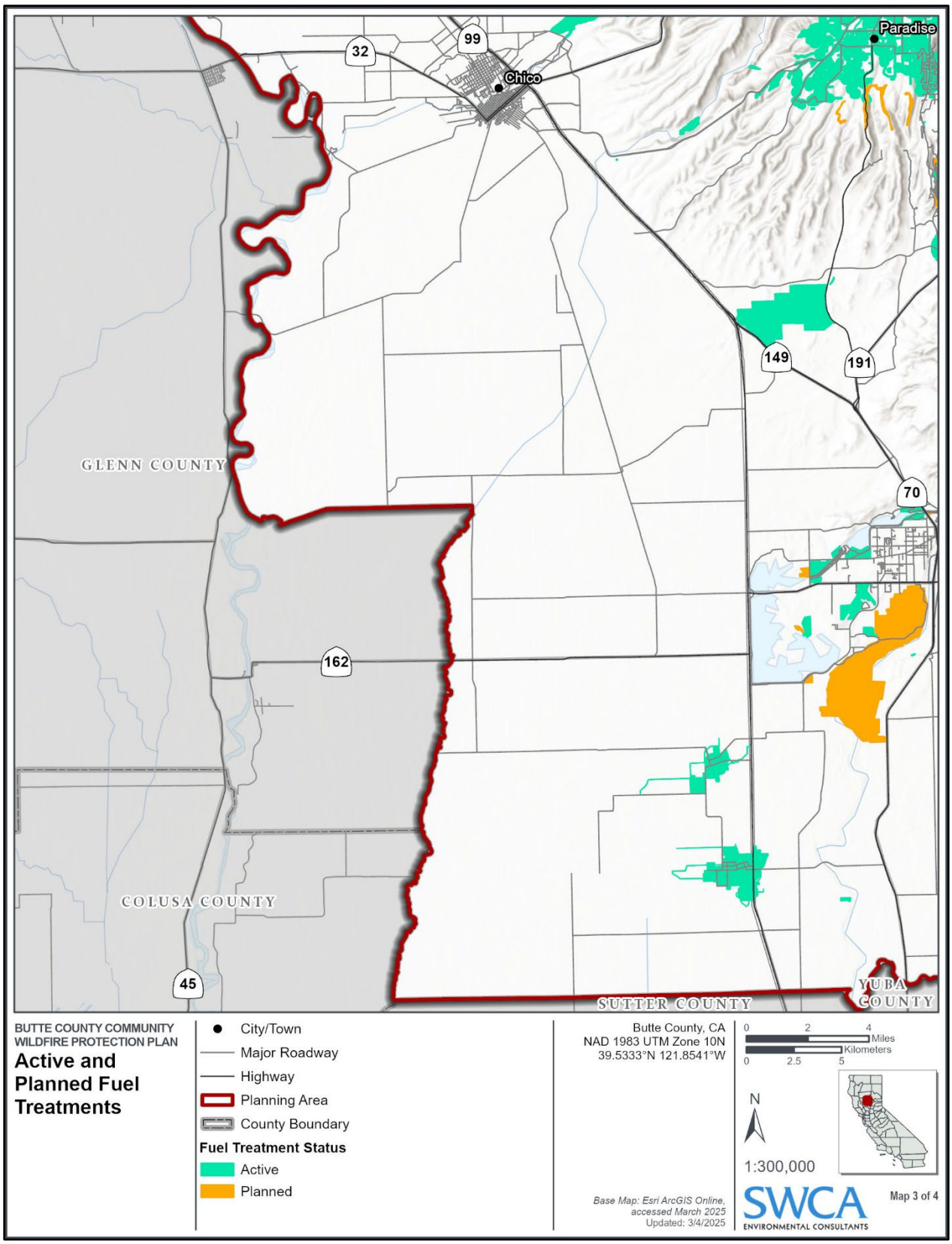


Figure 2.18. Active and planned fuel treatments in the Butte County CWPP planning area, map 3 of 4.

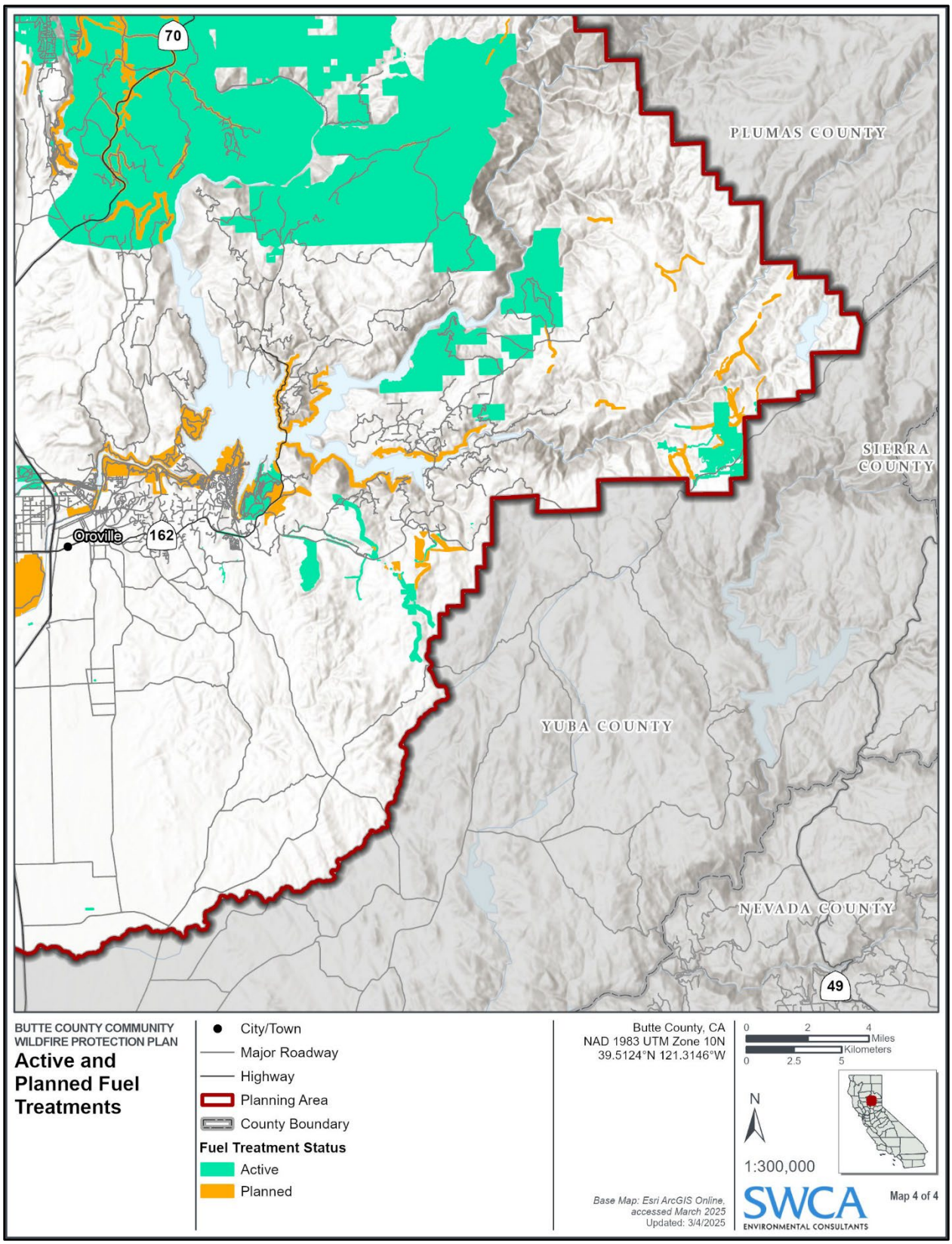


Figure 2.19. Active and planned fuel treatments in the Butte County CWPP planning area, map 4 of 4.

EVACUATION RESOURCES AND CHALLENGES

PEOPLE

In Butte County, the Sheriff's Department holds the primary responsibility for issuing evacuation orders. To facilitate efficient and safe evacuations, the County has implemented a zone-based system. This system streamlines the process, ensuring evacuations are conducted in an organized manner. More information about these evacuation zones can be accessed here: https://bereadybutte.com/know-your-zone/.

For general evacuation information and resources, residents can visit the Butte County evacuation site here: https://www.buttecounty.net/2081/Evacuation-Information.

Butte County uses the Code Red notification system to inform residents of wildfire threats and other emergency situations. These alerts are delivered via text messages, ensuring timely communication during critical events. Residents can sign up for Code Red here: https://public.coderedweb.com/CNE/en-US/BFA19C579EA5

In addition, Butte County has developed community evacuation plans and maps for several communities. These plans and maps can be accessed here: https://bereadybutte.com/evacuation-plans-by-community/. Butte County has also developed emergency preparedness guides for people with disabilities and access and functional needs. These resources can be accessed here: https://www.buttecounty.net/802/Considerations-for-Persons-with-Disabili.

Moreover, the County has established the Community Emergency Response Team, an all-volunteer, nonprofit organization operating under the Butte County Sheriff's Office. The Community Emergency Response Team supports the Sheriff's Office's mission by providing essential services during emergencies. Volunteers participate in public outreach, educating the community on emergency preparedness, and assist with critical tasks such as delivering supplies, staffing call centers, and managing the emergency notification system.

Disclaimer: Local, County, and State law enforcement evacuation notices should always be followed and supersede any guidance and evacuation information in this CWPP.

ANIMALS AND LIVESTOCK

Butte County Animal Control offers evacuation services and shelter for both large and small animals during disasters. These services support families who are either displaced from their homes or temporarily unable to care for their animals due to emergency situations. In the event of a disaster or emergency, current information on animal evacuations and sheltering can be accessed through the Butte County Public Health Department's Facebook and X (Twitter) pages. Butte County has also developed emergency preparedness guides for animals, including pets and livestock. These resources are linked below.

Animal emergency preparedness guides:

- https://www.buttecounty.net/800/Considerations-for-Animals
- https://www.buttecounty.net/639/Animal-Emergencies-Preparedness

The North Valley Animal Disaster Group provides animal evacuation, rescue, and shelter-in-place services in Butte County. More information can be found on their website: https://www.nvadg.org/.

Several local organizations contribute to animal rescue and care during emergencies. Friends United in Rescue, Inc. (FUR) specializes in providing shelter and adoption services for cats, particularly those impacted by disasters. Wags and Whiskers Pet Rescue is a no-kill rescue organization dedicated to rescuing, rehabilitating, and finding homes for animals in need. The Chico Animal Shelter offers essential services such as lost-and-found assistance, adoptions, and care for pets during emergency situations.

- Friends United in Rescue, Inc. (FUR): https://www.friendsunitedinrescue.org/
- Wags and Whiskers Pet Rescue: https://www.wagsandwhiskerspetrescue.com/
- The Chico Animal Shelter: http://www.chicoanimalshelter.org/

Agricultural Pass Program

Butte County's Agricultural Pass (Ag Pass) program was developed with local agencies to allow livestock owners essential access to care for their animals during restricted access times, such as wildfires. The program is designed to enable commercial livestock operators to feed, water, transport, and medically treat their animals when emergencies occur. The following is an overview of the process:

1. **Eligibility:** The program is available to commercial cattle operators with over 50 head and commercial beekeepers with more than 50 hives.
2. **Application:** Eligible operators apply for the Ag Pass through the Butte County Agricultural Department. This process includes verification of eligibility and completion of required training.
3. **Training:** Applicants must complete the U.S. Fire Administration's *Introduction to Wildland Fire Behavior* (S-190) training, which helps them understand fire behavior and safely navigate restricted areas.
4. **Issuance:** Upon completing the application and training, operators receive an Ag Pass, allowing limited access to their properties during emergencies for essential animal care tasks.
5. **Access:** In an emergency, passholders must request entry from public safety officials. The pass does not guarantee re-entry, as safety remains the priority. Public safety officials will assess conditions before granting access.

For more information, please visit the following links:

https://ucanr.edu/sites/Rangelands/2020_Commercial_Livestock_Disaster_Pass_and_Disaster_Preparedness_Training/

https://www.cdfa.ca.gov/AHFSS/Animal_Health/eprs/docs/livestock_agricultural_pass_program_process.pdf



CHAPTER 3 – FIRE ENVIRONMENT

WILDLAND-URBAN INTERFACE

The wildland-urban interface (WUI) is composed of both interface and intermix communities and is defined as areas where human habitation and development meet or intermix with wildland fuels (U.S. Department of the Interior and U.S. Department of Agriculture [USDA] 2001:752–753). Interface areas include housing developments that meet or are in the vicinity of continuous vegetation. Intermix areas are those areas where structures are scattered throughout a wildland area where the cover of continuous vegetation and fuels is often greater than cover by human habitation. For simplicity, Figure 3.1 below shows both interface and intermix areas combined as general WUI with an influence zone extension, totaling 165,632 acres of land in Butte County. The influence zone is described with respect to wildland and urban fire; it is an area with a set of conditions that facilitate the opportunity for fire to burn from wildland fuels to the home and or structure ignition zone (Community Wildfire Planning Center 2021).

According to the HFRA, the WUI can be defined and delineated by a CWPP. Additionally, the CAL FIRE California CWPP Guide/Toolkit requires that CWPPs identify and map the WUI. The WUI boundaries for this plan were established using a comprehensive approach that integrated pertinent data and regional expert insights. Key elements included using CAL FIRE's Fire and Resource Assessment Program (FRAP) 2019 wildland-urban interface and intermix data as an initial framework, with additional areas identified through analysis of structures and parcels and fine-scale adjustments from local fire management experts. A 1.5-mile buffer was added to the boundary to represent the influence zone.

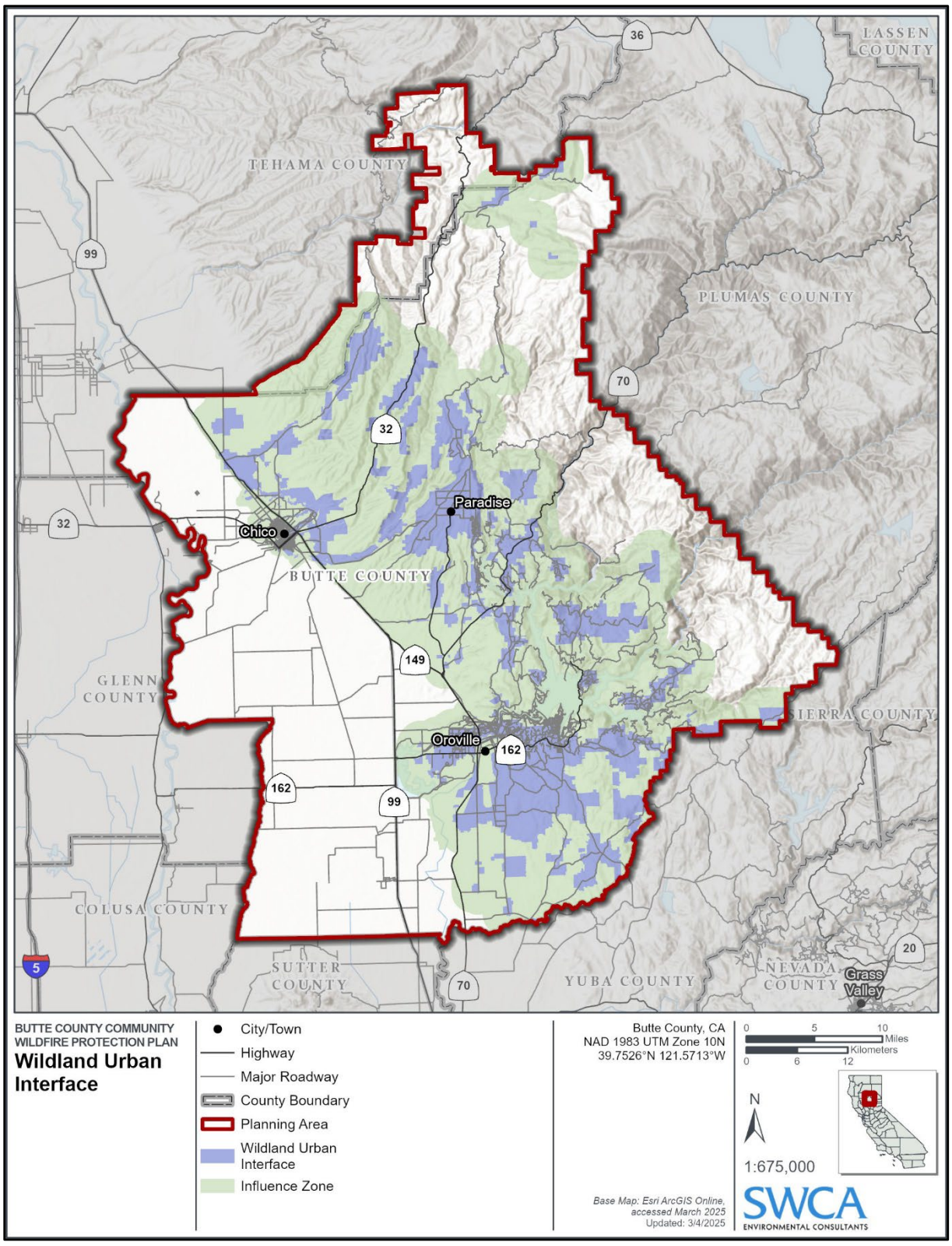


Figure 3.1. Butte County CWPP planning area WUI map.

The 2019 FRAP WUI mapping, which serves as the foundation for defining the WUI in the Butte County CWPP, is available for viewing in PDF format here: https://34c031f8-c9fd-4018-8c5a-4159cdff6b0d-cdn-endpoint.azureedge.net/-/media/calfire-website/what-we-do/fire-resource-assessment-program---frap/pdf-maps/wildland-urban-interface-2019.pdf?rev=e44c740c777940c6bda816c42c886c87&hash=52A9A0873B1CBF3E468DC52D4E5CB5B5

WUI LAND USE

California cities and counties face pressing challenges in providing safe, affordable housing. By 2030, an estimated 2.5 million homes will be needed to meet demand, with at least 1 million for low-income households (California Department of Housing and Community Development 2022). Many new units are being built near wildland areas, contributing to WUI conditions where more than 46 million residences across 70,000 communities are now at risk of wildfire (U.S. Fire Administration 2021a). The 2018 Strategic Fire Plan for California indicates a steep rise in structures lost to wildfires, reflecting the vulnerability of the WUI (CAL FIRE 2018a).

The WUI, California's fastest-growing area for housing development, presents both environmental and social challenges, increasing wildfire risks and habitat fragmentation. Housing affordability has pushed diverse populations—including but not limited to farmers, ranchers, Indigenous populations, commuters, and retirees—into more exurban areas, adding to the vulnerability of historically marginalized groups exposed to these environmental hazards (Greenberg et al. 2023; University of California, Santa Cruz 2024).

ENGINEERING AND STRUCTURAL IGNITABILITY

Wildfires can ignite homes and structures through three main avenues: embers (firebrands), direct flames, and radiant heat. Embers, small pieces of burning material, account for the majority of home ignitions during wildfires, contributing to 60% to 90% of these incidents. When embers are lofted into the air, they become what are known as firebrands, which can land on combustible materials and ignite new fires far ahead of the wildfire front, creating a secondary fire (Figure 3.2). Direct flame contact occurs when flames, either from the wildfire or nearby ignited combustible materials, reach a structure. Lastly, radiant heat from burning materials, even without direct flame contact, can ignite homes if they are close enough (CAL FIRE 2024c).



Example of good defensible space.

To mitigate the risk of structural ignitability, it is crucial to create defensible space and harden homes. Defensible space, the buffer zone around a structure, helps slow down or stop the spread of fire. In Butte County, compliance with Public Resources Code (PRC) 4291 and Butte County's Fire Prevention and Protection Ordinance (Chapter 38A) is essential. These regulations require homeowners to maintain the first 5 feet around the structure, known as the "Ember Ignition Zone," free of combustible materials in addition to 30- and 100-foot zones with reduced fuel loading. Using fire-resistant landscaping, such as low-growing, high-moisture plants, and keeping roofs, gutters, and other surfaces free of debris can significantly reduce the risk of ember ignitions (CAL FIRE 2024c).

California’s Chapter 7A of the Building Code further strengthens wildfire defenses by mandating fire-resistant construction materials and methods for homes in designated wildfire hazard zones. These standards, which apply to new structures in areas identified as increased hazard zones, focus on minimizing the chance of ignition from embers or radiant heat by using materials like fire-resistant roofing, exterior walls, and decking. By following these regulations and creating defensible space, homeowners can significantly increase their structure's chances of survival during a wildfire (CAL FIRE 2024d).

For more information on local and state codes and ordinances that establish defensible space standards and regulate the use of building materials, please visit Appendix A.

For guidance, tools, and strategies to help homeowners and community members reduce wildfire risks through mitigation, please see Appendix F.

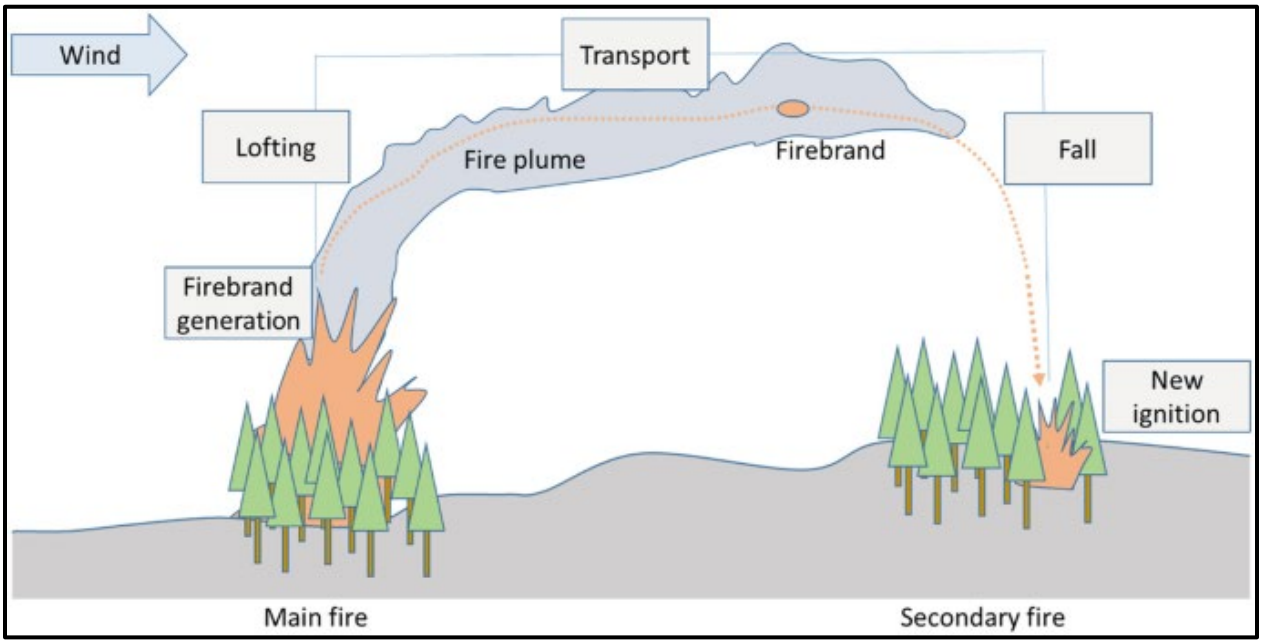


Figure 3.2. Factors associated with embers (firebrands) on the landscape.
Note: Vegetation type, wind, and topography all influence ember production and travel distances.
Source: Martin and Hillen (2016).

FIRE ECOLOGY

FIRE RETURN INTERVALS

Fire return intervals, the natural cycle of fire through an ecosystem, are crucial for maintaining ecological health, preventing catastrophic fires, and promoting biodiversity. These intervals vary by vegetation type, each tailored to the ecosystem's resilience and fire tolerance. In Butte County, managing fire return intervals is crucial for restoring and maintaining forest health and resilience. Historically, frequent, low- to moderate-intensity fires, including wildfires and cultural burns by Indigenous communities, shaped the county's landscapes, promoting biodiversity and reducing catastrophic wildfire risks (Butte County Resource Conservation District [RCD] 2022).

Specifically, regular fire cycles reduce accumulated ground fuels, such as dead wood, dry grasses, and leaf litter. Without periodic burns, fuel buildup can transform low-severity fire ecosystems into regions highly susceptible to catastrophic burns. Fire-adapted species, like blue oaks and certain hardwoods, rely on low- to moderate-intensity fires to trigger germination, enhance acorn production, and recycle nutrients through biochar. Additionally, fire acts as a natural control mechanism for pests and diseases, thinning overly crowded areas and helping trees access more sunlight and resources, thus strengthening forest resilience to threats like bark beetles and other pathogens (Butte County RCD 2022).

Figure 3.3 below outlines the estimated theoretical fire return intervals of Butte County. Fire return intervals are inherently challenging to define accurately, and many Butte County residents, land managers, and tribal leaders believe that the data often suggest intervals that are too lengthy for the region. Tribal leaders have advocated for much shorter intervals, with some recommending an annual burn cycle as a critical goal for maintaining ecosystem health.

This mapping exercise (Figure 3.3) presents an analysis of vegetation in Butte County and its relationship with the fire return interval. As a fire-adapted environment, Butte County's local vegetation relies on periodic burning or treatment to maintain its health. The mapping process utilized USFS data and expert opinions.

The transition from foothills to grassland ecosystems occurs near State Routes 99 and 70 (see data layer cut-off). In predominantly grassland environments, the fire return interval is less critical, as grass fuels can be managed with greater flexibility, allowing for adjustments in response to current conditions.

It is crucial to note that these fire return intervals are starting points and should be adjusted by local communities and experts to reflect the local consensus on appropriate fire return intervals. This underscores the need for ongoing fire management practices to mitigate wildfire risks.

It is also important to note that Figure 3.3 displays the estimated theoretical fire return interval, while Figure 3.4 shows the actual fire return interval. Figure 3.4 was created by analyzing large fires (over 500 acres) occurring from 1900 to 2024.



Forested lands outside of Forbestown, Butte County.

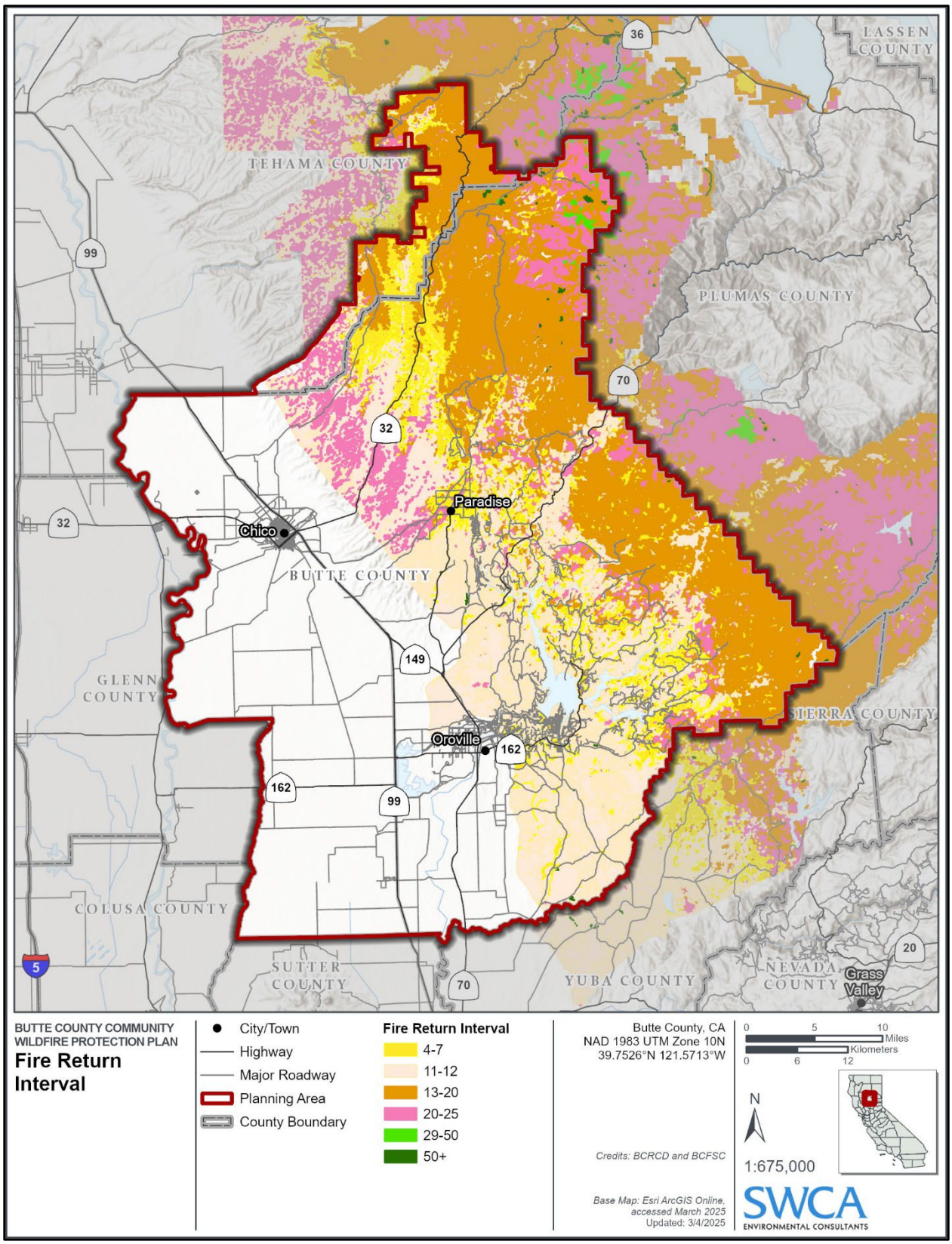


Figure 3.3. Estimated theoretical fire return interval throughout the Butte County CWPP planning area.

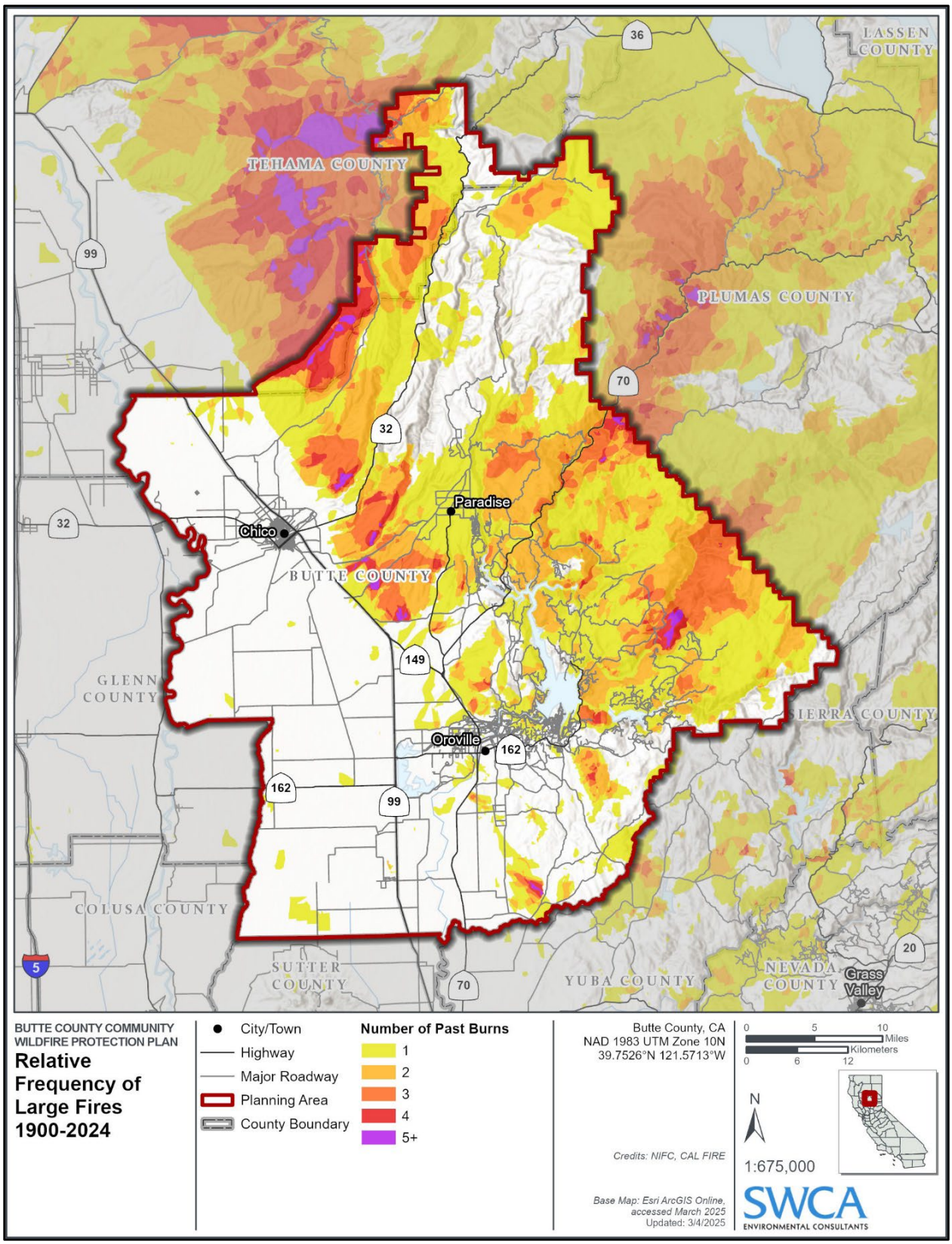


Figure 3.4. Actual fire return interval in the Butte County CWPP planning area based on large fires (500+ acres) occurring from 1900 to 2024.

Forest Zones and Fire Regimes

Butte County's forest communities are diverse and play a crucial role in the region's ecological balance and wildfire management. These communities can generally be divided into three zones: Blue Oak, Sierran Mixed Hardwood, and Mixed Conifer Woodland. Although these zones are typically associated with specific elevations, it should be noted that their distribution can vary due to landscape features, recent fire events, and shifting climatic trends.

At elevations between 100 and 1,500 feet, the Blue Oak Zone features resilient blue oak woodlands unique to California's Central Valley. Low-intensity fires, occurring every 5 to 10 years, are vital for these woodlands, promoting acorn production and minimizing undergrowth to maintain an open structure. This frequent fire regime helps manage fuel loads and supports biodiversity.

Between 1,200 to 4,000 feet lies the Sierran Mixed Hardwood Zone, a diverse mixture of hardwoods and conifers, such as California black oak (*Quercus kelloggii*), tanoak (*Notholithocarpus densiflorus*), madrone (*Arbutus menziesii*), bay laurel (*Umbellularia californica*), ponderosa pine (*Pinus ponderosa*), and Douglas-fir (*Pseudotsuga menziesii*). Fire plays a significant role in this zone by preventing conifers from becoming overly dominant and creating gaps for hardwood species. The fire return interval here ranges from 3 to 20 years, sustaining an open forest structure and preventing high-density conifer encroachment that can increase wildfire intensity.

At elevations above 4,000 feet, the Mixed Conifer Woodland Zone comprises a complex assembly of conifers such as sugar pine (*Pinus lambertiana*), Douglas-fir (*Pseudotsuga menziesii*), incense cedar (*Calocedrus decurrens*), and white fir (*Abies concolor*), with dense, multi-layered canopies and rich understories. Oak species may also be present, particularly on south-facing slopes. Fire is critical in these woodlands for reducing fuel loads, creating snags for wildlife habitat, and clearing space for new growth. The fire return interval varies from 10 to 50 years, reflecting the variability in terrain and climate. Regular fire management within this range promotes a resilient forest structure by creating clearings, reducing dead material, and supporting diverse species regeneration (BCFSC 2020; Butte County RCD 2022).

Figure 3.4 uses historic wildfire data (1900–2024) and geoprocessing tools to quantify the areas where large fires frequently occur within the Butte County CWPP planning area. This analysis reveals that fires commonly recur in the oak woodlands along the mid-elevation foothill areas, as well as in some high-elevation regions dominated by Mixed Sierran Conifer and Montane Hardwood communities. Both portions of the planning area are identified as having generally frequent fire return intervals, as estimated in Figure 3.3.

VEGETATION AND LAND COVER

Vegetation Types

Butte County contains many distinct vegetation types (Figure 3.5), with Sierran mixed conifer, montane hardwood, blue oak woodland, blue oak-foothill pine, and ponderosa pine constituting the majority in tree-dominated areas; annual grasslands comprising the majority in herbaceous habitats; and mixed chaparral making up the majority of shrub habitats in the county (Table 3.1). Vegetation types in the county that are less than 1% of the land area are not listed in the table below.

Vegetation data were gathered from CAL FIRE's Fire and Resource Assessment Program (FRAP). Through the FRAP program, CAL FIRE collaborates with the California Department of Fish and Wildlife's (CDFW's) VegCamp program and uses data from the USFS Region 5 Remote Sensing Laboratory to compile the "best available" land cover data for California into a comprehensive statewide dataset.

The dataset, spanning from approximately 1990 to the present, integrates the most current, detailed, and consistent data collected from various regions across the state. The vegetation data source is available here: https://gis.data.ca.gov/maps/CALFIRE-Forestry::california-vegetation-whrtype/about. A complete list of all vegetation/habitat descriptions can be accessed here: https://wildlife.ca.gov/Data/CWHR/Wildlife-Habitats.



Common grass, shrub, and tree mix in Butte County.

Table 3.1. CWPP Planning Area Vegetation Types

	Vegetation/Habitat Type	Primary Species/Elements	Acreage	Percent of Planning Area
Tree-Dominated Habitats	Sierran Mixed Conifer	Douglas-fir, ponderosa pine, white fir	176,659.1	15.6
	Montane Hardwood	Canyon live oak, California black oak, Oregon white oak	82,716.6	7.3
	Blue Oak Woodland	Blue oak, interior live oak, California buckeye	78,475.4	6.9
	Blue Oak-Foothill Pine	Foothill pine, blue oak, interior live oak	62,249.1	5.8
	Ponderosa Pine	Ponderosa pine, Jeffrey pine, Douglas-fir	62,689.1	5.5
	Montane Hardwood-Conifer	Ponderosa pine, incense cedar, California black oak	51,817.3	4.6
	Douglas Fir	Douglas-fir, tanoak, ponderosa pine	30,219.7	2.7
	Valley Foothill Riparian	Cottonwood, sycamore, valley oak	15,287.4	1.3
Shrub-Dominated Habitats	Mixed Chaparral	Scrub oak, ceanothus species, manzanita species	25,528.3	2.2
	Montane Chaparral	Ceanothus species, manzanita species, bitter cherry	13,317.0	1.2
Herbaceous-Dominated Habitats	Annual Grassland	Wild oats, soft chess, brome species	144,115.9	12.7
	Fresh Emergent Wetland	Cattail, bulrush, redroot nutgrass	26,470.5	2.3
Aquatic Habitats	Lacustrine	Plankton, duckweed, water lilies	17,196.7	1.5
Developed Habitats	Rice	Rice	105,407.1	9.3
	Deciduous Orchard	Almonds, walnuts, peaches	99,292.0	8.8
	Urban	Grass lawns, ornamental trees, hedges	49,915.4	4.4
	Cropland	Tomatoes, corn, wheat	38,720.7	3.4
All Other Types	--	--	51,627.4	4.5

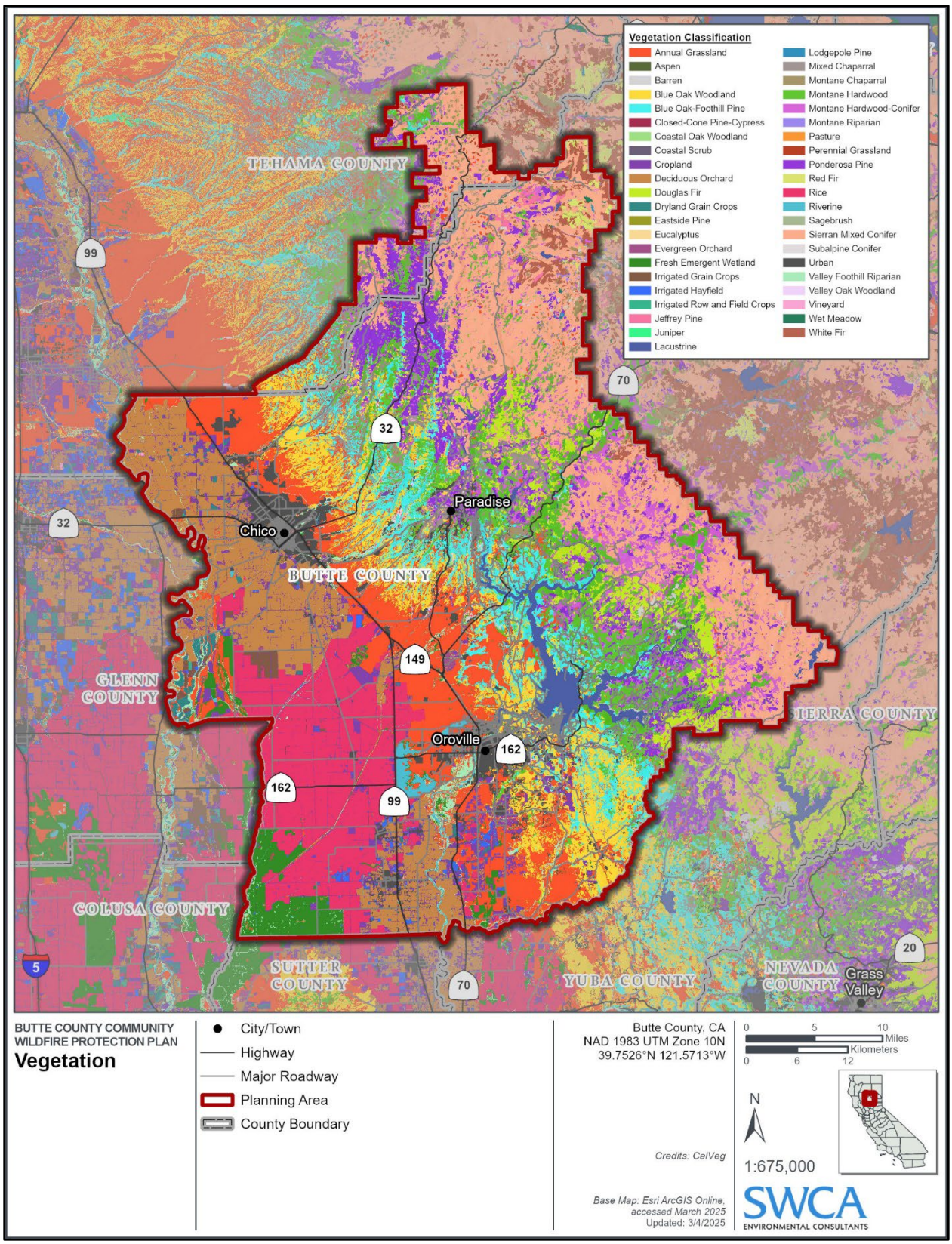


Figure 3.5. Vegetation types across the Butte County CWPP planning area.

Fuels

In Butte County, the predominant fuel types are a mixture of grasslands, timber understory, and grass-shrub combinations, each contributing to the area's fire risk (Table 3.2; Figure 3.6). The following discussion highlights the most common fuel types found in the planning area, providing insight into the landscape's composition, using the Scott and Burgan 2005 fire behavior fuel model to describe fuels within the planning area (Scott and Burgan 2005).



Standing dead timber fuel outside of Yankee Hill, Butte County.

The most widespread fuel type is GR2, a grass fuel type covering approximately 239,792 acres (~21% of the planning area). This type consists of fine fuels that dry out quickly and can lead to fast-moving surface fires, particularly in open areas. Grassland fuels are common across the valleys and lower elevations, and though they burn with less intensity than timber fuels in general, they can contribute to high fire spread potential during the dry season.

Timber understory fuel types (primarily TU5 and TU1) account for about 234,203 acres (~21% of the planning area). This fuel type typically consists of grasses and shrubs beneath forested canopies and occurs at a greater frequency as elevation rises moving east across the county. Fire behavior in these areas tends to vary depending on understory density, but it generally involves surface fire that can transition to more intense crown fires in the presence of connective fuels (e.g., hanging branches, snags, etc.) or when conditions are favorable for more intense fire behavior.

Grass-shrub fuels (primarily GS2) cover about 89,434 acres (~8% of the planning area). These fuels often occur in transitional zones between grasslands and shrub-dominated regions, particularly at mid-elevations. While fires in these fuel types are generally less intense, they can facilitate swift wildfire spread and serve a connective zone for fire to spread into areas with greater fire behavior potential.

Nonburnable areas (primarily NB3 and NB1) also make up a considerable portion of the planning area, with NB3 (urban development) covering about 101,702 acres (9% of the planning area) and NB1 (bare ground) covering 68,148 acres (~6% of the planning area). These areas include developed regions or landscapes with minimal vegetation and do not typically contribute to wildfire spread.

Timber litter (primarily TL6, TL3, TL4) is another notable fuel type, comprising approximately 124,445 acres (~11% of the planning area). These areas, often found in forested regions at high elevations, consist of fallen leaves, branches, and other debris. While they are not as fast to ignite as grass or shrub fuels, timber litter can sustain longer-duration fires that smolder and reignite under favorable conditions.

Shrub fuels (primarily SH4) account for about 41,890 acres (~4%) and are often found in the higher elevations of the county. These fuels, particularly when dense, can burn intensely and contribute to more hazardous fire behavior.

While these are the dominant fuels within Butte County, other fuel types of various shrub and grass combinations play secondary roles in the fire landscape. As with all fuel types, the specific behavior of fires in these areas depends on factors like fuel density, weather, and terrain.

It’s important to note that recent fires are not captured in the existing LANDFIRE fuels data set. To account for recent fire impacts, the fuels layer was revised to include the 2024 Park, Thompson,

Junes, and Apache Fire perimeters. Within these areas, grass, shrub, and timber understory layers were adjusted to reflect reduced rates of spread and shorter flame lengths, aligning with post-fire conditions. These adjustments were guided by LANDFIRE calibrations used for the 2021 Dixie and 2020 North Complex Fire, projecting likely fire behavior over the next 3 to 5 years as vegetation recovers.

Table 3.2. Scott and Burgan 2005 Fuel Model Classes within the Butte County CWPP Planning Area

Existing Fuel Type	Acres	Portion of Planning Area (%)
GR2- Moderately coarse continuous grass.	239,792	21.1
TU5- Fuelbed is high load conifer litter with shrub understory.	138,643	12.2
NB3- Agricultural field, maintained in nonburnable condition.	101,702	9.0
TU- Fuelbed is low load of grass and/or shrub with litter.	95,559	8.4
GS2- Shrubs are 1 to 3 feet high, moderate grass load.	89,434	7.9
NB1- Urban or suburban development (nonburnable).	68,148	6.0
TL6- Moderate load, less compact. Spread rate moderate; flame length low.	46,496	4.1
SH2- Moderate shrub fuel load.	41,890	3.7
TL3- Moderate load conifer litter.	39,645	3.5
TL4- Moderate load conifer litter, includes small-diameter downed logs.	38,305	3.4
All Other	234,579	20.7
Total	**1,134,193**	**100**

Note: “Other” represents the summation of the minor fuel components (TL2, GS1, TL8, NB8, SH4, TL1, TL7, GR3, NB9, TU2, TU3, GR1, SH5, TL5, TL9, SH1, SH3, SH7) found within Butte County.

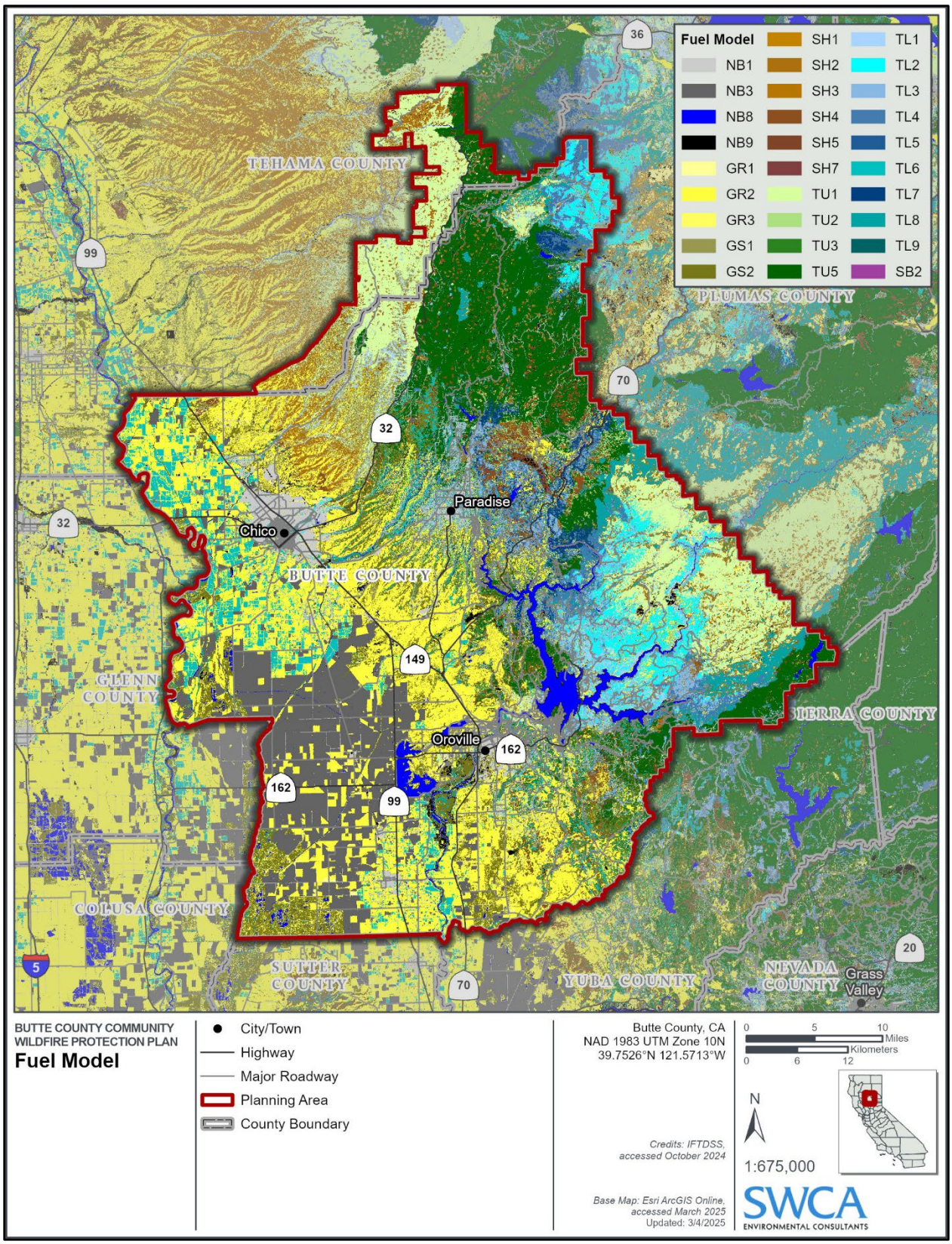


Figure 3.6. Fuel model classes across the Butte County CWPP planning area.

Topography

The topography of Butte County significantly influences fire behavior, with elevations ranging from 60 feet in the valley to over 7,000 feet in the mountainous regions. The county is characterized by its division into two primary topographical features: the flat grasslands and farmland of the Sacramento Valley to the west, and the foothills and mountainous regions of the Sierra Nevada and Cascade Mountains to the east.

The western portion of Butte County features flat landscapes that transition into rolling foothills moving eastward. In contrast, the eastern part of the county is composed of notably rugged terrain, characterized by steep slopes, dense timber, and dry conditions, creating a landscape conducive to extreme fire behavior, including long flame lengths, high rates of spread, and long-range spotting. This eastern region, with its intermix of woodland fuels and residential areas, presents a significant WUI problem, where wildland fires threaten both vegetation and homes.

Butte County's foothills and mountains are carved by several river drainages, the largest being the Feather River watershed, which culminates in Lake Oroville. The Feather River watersheds include the West Branch of the North Fork east of Paradise, the North Fork separating Yankee Hill from Berry Creek, the Middle Fork separating Berry Creek and Feather Falls, and the South Fork separating Feather Falls from Forbestown and the La Porte Road communities.

The northern part of Butte County is bisected by Butte Creek to the west of the Town of Paradise and by Big Chico Creek, which separates the Forest Ranch and Cohasset ridges.

The topography in these drainages varies significantly from the deep and steep, heavily timbered drainages of the Feather River watershed to the moderately steep, wide, and generally brush-filled Butte Creek and Chico Creek drainages. These drainages are oriented toward south and west aspects, leading to prolonged sun exposure and diminished fuel moisture in the wildland fuels, further influencing fire behavior in the region (direct communication, CAL FIRE, 2024)

CLIMATE

Butte County experiences a climatic gradient driven by elevation, with distinct weather characteristics at different altitudes. This is represented by data from remote automated weather stations (RAWS) near a selection of communities that collectively represent the three general elevation zones of the County. Monthly temperature and precipitation trends from Humbug Summit, Jarbo Gap, and Openshaw RAWS are shown in Figures 3.7, 3.8, and 3.9.

The Openshaw RAWS, located between Oroville and Chico off Highway 149 at an elevation of approximately 250 feet, is representative of the climate in the lower elevations of the county. This area experiences a Mediterranean lowland climate with an annual mean temperature of 64.3°F. Summers are hot, averaging 83.1°F in July, with daily highs often exceeding 100°F, while winters are mild, with January averages around 49°F. Precipitation is moderate, with an annual total mean of 30.7 inches, primarily occurring from January to March, and nearly no rainfall during the summer. This climate is characterized by hot, dry summers and mild, wetter winters, which is typical of the lower-elevation foothill regions of Butte County (Western Regional Climate Center 2025).

At around 2,500 feet, the Jarbo Gap RAWS near Yankee Hill captures the transitional climate between foothill and mid-elevation areas. This station records an annual mean temperature of 59.2°F. Summers are warm but less intense than at lower elevations, with July temperatures averaging 78.9°F, while winters are cooler, averaging 45.1°F in January, with occasional frost. Jarbo Gap receives significantly

higher precipitation, with an annual total mean of 53.4 inches, with wetter periods occurring from November through March (Western Regional Climate Center 2025).

At the highest elevations, the Humbug Summit RAWS, located near the peaks surrounding Butte Meadows at around 6,700 feet, represents the high-elevation montane climate. This area has an annual mean temperature of 44.2°F, with mostly temperate summers averaging 65.1°F in July and cold winters averaging 30.3°F in January. Precipitation at this station is the lowest of the three stations considered, with an annual total mean of 22.5 inches, much of which is snowfall during the winter months (Western Regional Climate Center 2025).

Table 3.3. Mean Annual Temperature and Precipitation from RAWS in the Butte County CWPP Planning Area

Month	Openshaw CA RAWS (2014–2025)		Jarbo Gap CA RAWs (2003–2025)		Humbug Summit CA RAWS (2012–2024)	
	Avg. Temp. (°F)	Avg. Precip. (inches)	Avg. Temp. (°F)	Avg. Precip. (inches)	Avg. Temp. (°F)	Avg. Precip. (inches)
January	49.1	4.7	45.1	8.2	30.3	3.2
February	51.3	4.4	46.3	8.5	30.8	1.2
March	54.5	3.6	48.9	9.0	32.0	2.0
April	61.8	3.1	54.1	4.1	37.0	1.2
May	69.3	5.2	62.3	2.4	44.6	1.4
June	78.6	0.1	71.3	0.7	57.5	0.7
July	83.1	0.0	78.9	0.1	65.1	0.5
August	80.6	0.1	77.1	0.1	63.3	0.3
September	75.5	0.5	71.7	0.6	56.4	0.9
October	66.5	1.2	61.3	3.3	46.7	2.4
November	53.5	2.9	49.9	5.6	35.9	3.3
December	48.2	4.9	44.0	10.8	31.2	3.7
Total Annual Avg.	**64.3**	**30.7**	**59.2**	**53.4**	**44.2**	**22.5**

Source: Western Regional Climate Center (2025)

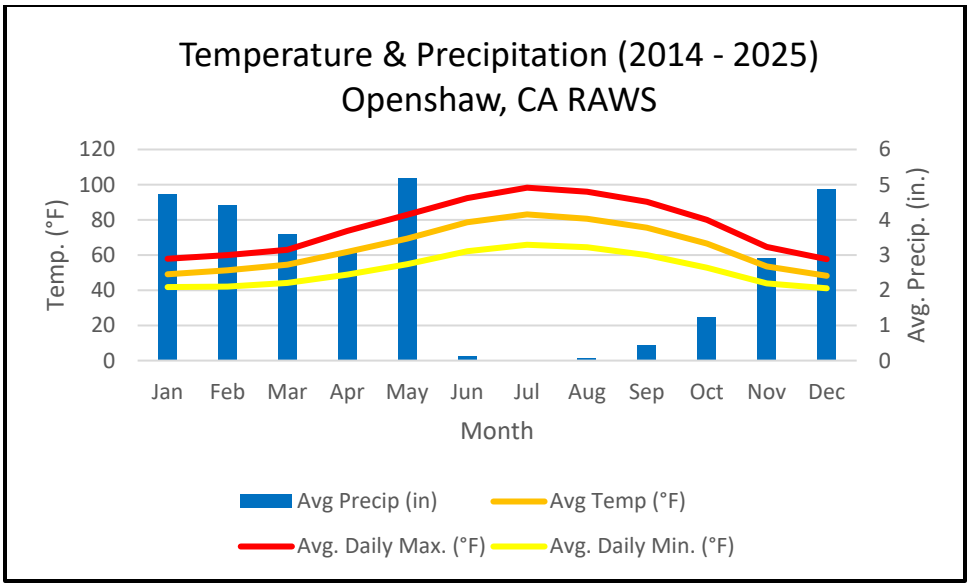


Figure 3.7. Monthly average temperature and precipitation trends for Openshaw, California, based on RAWS data from 2014 to 2025.

Source: Western Regional Climate Center (2025)

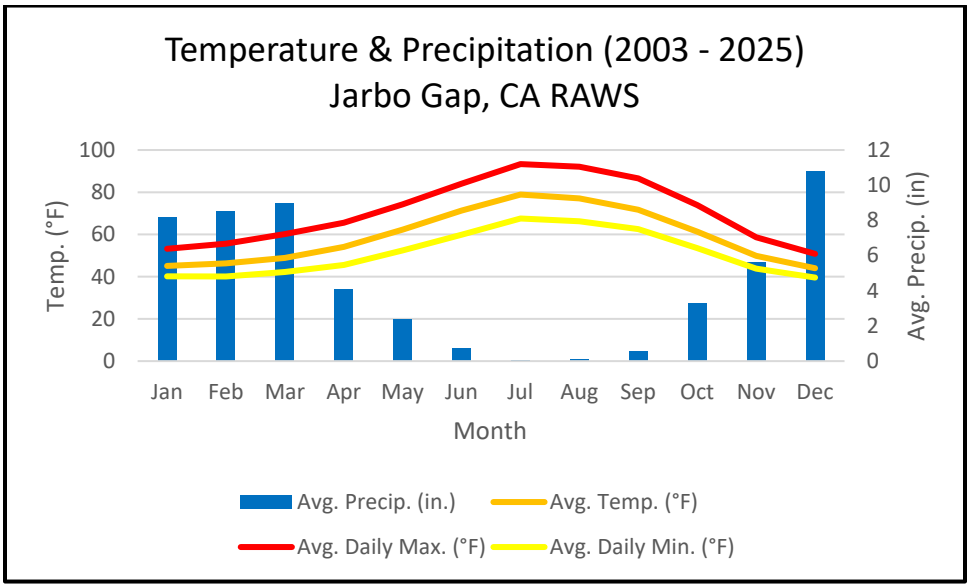


Figure 3.8. Monthly average temperature and precipitation trends for Jarbo Gap, California, based on RAWS data from 2003 to 2025.

Source: Western Regional Climate Center (2025)

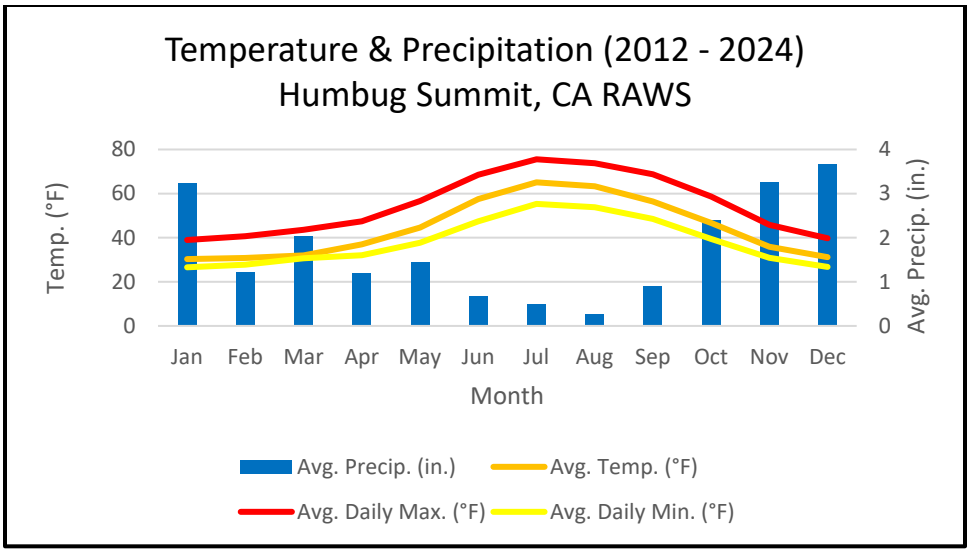


Figure 3.9. Monthly average temperature and precipitation trends for Humbug Summit, California, based on RAWS data from 2012 to 2024.
Source: Western Regional Climate Center (2025)

Regional Weather Patterns

Butte County's weather patterns are significantly influenced by its diverse topography, which includes a network of ridges and major canyons such as Butte Creek Canyon and the Feather River Canyon. These canyons create microclimates with unique wind patterns that can have a profound impact on fire behavior. The interaction between the hot air from the central valley and the cool air descending from the Sierra Nevada creates wind patterns that can facilitate rapid fire spread and increasing the difficulty of fire suppression.

These types of patterns are demonstrated across local phenomena such as the "Jarbo Winds," which are a notable example of how the Feather River Canyon can affect local wind patterns. These nightly down-canyon winds typically peak in the early morning hours, often with gusts of over 50 miles per hour.

Additionally, the North Winds and Delta Breeze have a significant impact on the valley areas. These wind patterns influence both temperature and humidity. The North Winds bring air to the valley from the northern mountains, which compresses as it descends to the valley floor, causing heating and drying. This warming process creates an additional vacuum effect, drawing even more warm, dry air from the north to fill the void. This perpetuating cycle can result in sustained wind speeds of over 20 miles per hour, with gusts exceeding 40 miles per hour. Under different atmospheric conditions, valley heating can draw cool, moist air from the San Francisco Bay and Delta region. While this Delta Breeze air is typically cooler and more humid, it can also produce sustained wind speeds of over 10 miles per hour, which may pose challenges for fire control.

In addition to these wind patterns, both the North Winds and Delta Breeze contribute to the relatively predictable diurnal up- and down-canyon flows. These flows can cause flames that burn uphill during the day to change course and burn downhill at night (St. John et al. 2018; personal communication, CAL FIRE, 2023).

In the higher elevations of Butte County, different microclimates emerge where shaded canyons and north-facing slopes experience a more moderate temperature and increased soil moistures compared to the more exposed south-facing slopes. These areas often have denser vegetation, which can be less

flammable during wetter months but can also contribute to significant fuel loads during dry periods. During drought conditions, this dense vegetation becomes more flammable, posing a considerable fire risk (National Integrated Drought Information System 2024). South- and west-facing slopes, which receive prolonged sun exposure, further reduce fuel moisture levels and increase the likelihood of intense fires (CAL FIRE 2024i).

These local weather patterns are crucial in understanding and predicting fire behavior in Butte County, highlighting the need for detailed monitoring and strategic planning to mitigate fire risks effectively.

FOREST HEALTH CONSIDERATIONS

Drought and Climate Change

The shifting climate, particularly rising temperatures, changing wind patterns, and increasing temporal and spatial variability of water availability, are considerably escalating wildfire risk across California. The recurrence of severe fire weather during the autumn months has more than doubled in California since the 1980s, and considering climate change, this prevalence is projected to increase in the future. As stated by California's Fourth Climate Change Assessment, if greenhouse gas emissions continue to increase, California is expected to experience a 50% increase in fires larger than 25,000 acres, as well as a potential 77% increase in average area burned, by 2100.

The state has already begun to encounter the impacts of increased fire occurrence and severity; the five largest wildfires in California occurred in the last 6 years, including the 2024 Park Fire (429,603 acres), the 2020 August Complex Fire (1,032,648 acres), and the 2021 Dixie Fire (963,309 acres), burning a combined total of nearly 2.5 million acres and destroying over 2,700 structures (CAL FIRE 2024f). In 2024, a total of 1,505,012 acres were burned by wildfire in California (CAL FIRE 2025a).

In addition to direct damage (e.g., structure and property damage), uncharacteristically large and severe wildfires also cause indirect impacts to the environment and ecosystem services. Wildfires are known to deteriorate local and regional air quality, pollute waterways, displace native species (animal and plant), and increase greenhouse gas emissions, such as carbon dioxide emissions (California Governor's Office of Planning and Research [Cal OPR] 2019).

It is important to note that fire is a natural part of California's diverse landscapes and is essential to many ecosystems across the state. Almost all of California's diverse ecosystems are fire-dependent or fire-adapted (CDFW 2021a). Frequent, uncharacteristically large, high-severity wildfires are the primary source of the catastrophic damage listed above.

Insects and Disease

Insect epidemics are a natural disturbance within plant communities, much like wildfires. Of particular concern are native insects that attack tree species, as they have significant implications for fire management. In addition to native pests, exotic or invasive species pose an increasing threat to forest ecosystems. Invasive species often face few natural enemies in their new locations, leading to rapid population growth and competition with native species.

In California's forests, insect epidemics have been persistent, particularly in the wake of extreme and prolonged droughts. This tree death is closely linked to drought stress and bark beetle infestations (USFS 2023). The aftermath of these insect outbreaks can create hazardous fire conditions, with the effect on fire behavior varying depending on how long ago the trees were killed and the amount of fuel left behind. In forests with high levels of mortality, especially where dead needles remain in the canopy, extreme fire

behavior becomes more likely. The buildup of dead fuels also increases the difficulty of fire suppression efforts, while snags—dead, standing trees—pose significant risks to firefighting crews.

In addition to insect threats, diseases, such as parasitic plants, fungi, and bacteria, also pose challenges to the health and productivity of forests, such as those in the Lassen and Plumas National Forests. Trees killed by disease contribute to increased fire hazards, similar to those impacted by insect infestations, adding to the complexity of fire management in these areas.

Tree Mortality

Rising temperatures, overcrowding, extensive droughts, extreme wildfires, and insect outbreaks have contributed to widespread tree mortality in the region and nearby forests, i.e., Plumas and Lassen National Forests (University of California, Agriculture and Natural Resources [UC ANR] 2024). Tree mortality is a natural ecological process; however, if many trees die in a brief time period over large regions, forest health may be negatively affected. The U.S. Forest Service's (USFS's) 2023 statewide aerial survey revealed tree mortality over 2.4 million acres out of 38.2 million acres surveyed. Butte County was significantly impacted, with an estimated 130,000 dead trees identified across 34,000 acres during the survey (USFS 2023).

In addition to disrupting ecosystem functions, widespread tree mortality near developed or recreational areas presents hazards as they can fall and potentially endanger the public and infrastructure (National Park Service 2021). Furthermore, the level of risk posed by hazard trees is contingent on the amount of time that has passed since the individual or population has died and the amount of fuel that has fallen to the forest floor. Any increase in tree mortality results in increased fuel loading, which contributes to the potential for high-severity fire and extreme fire behavior in the region (UC ANR 2020).

CAL FIRE's High Hazard Tree Mortality Zones

On October 30, 2015, Governor Brown issued an emergency declaration directing public agencies to identify areas of tree mortality that pose the greatest risk of wildfire or falling trees, thereby threatening people and property. Once identified, these areas are prioritized for the removal of dead and dying trees to safeguard public safety (CAL FIRE 2021).

Tier One High Hazard Zones are areas where significant tree mortality overlaps critical assets that require protection. Designated by state and local governments, these zones are considered the highest priority for tree removal in accordance with Governor Brown's 2015 Emergency Declaration. Tier Two High Hazard Zones are defined by watersheds with significant tree mortality and important community and natural resource assets. These zones address the immediate threats of falling trees and fire risk. Additionally, they support broader forest health and landscape-level fire planning efforts (CAL FIRE 2021; California Natural Resources Agency 2022). Tier One and Two High Hazard Zones for tree mortality in Butte County are displayed in Figure 3.10 and Figure 3.11, respectively.

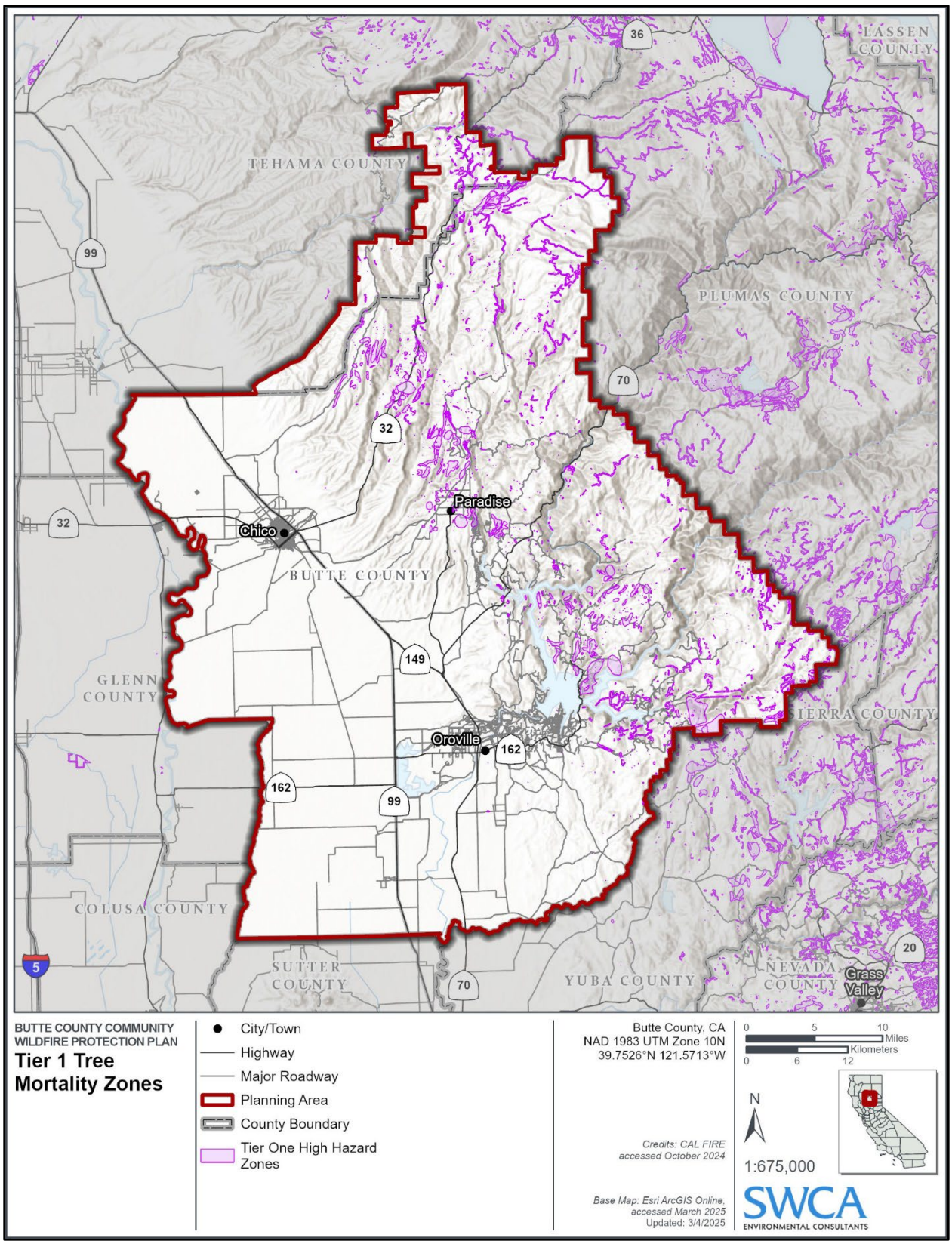


Figure 3.10 Tier One High Hazard Zones for tree mortality in the Butte County CWPP planning area.

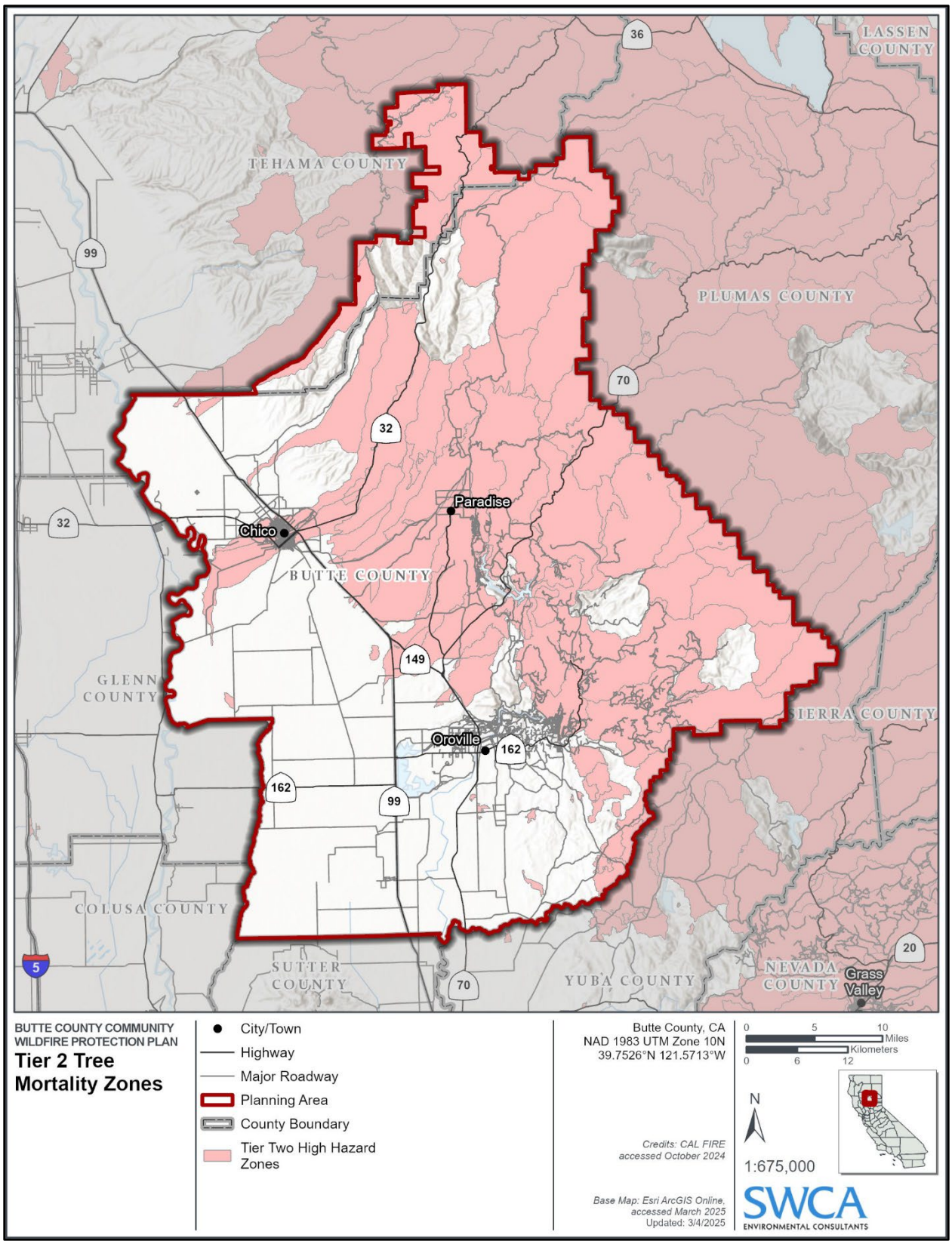


Figure 3.11. Tier Two High Hazard Zones for tree mortality in the Butte County CWPP planning area.

FIRE HISTORY

Fire is a natural part of California's diverse landscape and ecological history and is essential to many ecosystems across the state. Almost all of California's diverse ecosystems are fire-dependent or fire-adapted. For centuries, many California Native American tribes recognized this interdependence between fire and the ecosystem and employed traditional and/or cultural burning practices to maintain and restore ecosystem health.

However, shifts in fire management actions that have been implemented since the late 1800s, such as enforcing strict fire suppressions regimes, have resulted in challenges such as dense stand conditions, unhealthy rangelands, and increased ecosystem and community vulnerability to fire. Evidence suggests that the fire regimes in Butte County and throughout the western United States have experienced shifts due to changes in land use, land development, invasive and nonnative plant establishment, and wildland fire suppression. This is supported by ample evidence that shows vegetation communities and fire regimes have experienced significant departures from historic conditions due to anthropomorphic interference (Syphard et al. 2007). This trend, coupled with increased likelihood of above-average atmospheric temperatures and prolonged drought periods perpetuated by climate change, increase the risk of wildfire for those in Butte County.

FIRE BEHAVIOR PATTERNS

Butte County has experienced a pattern of large and severe wildfires in recent years (Figures 3.12–3.13), which are largely influenced by seasonal weather conditions. The vast majority of major fires occurring in the region were heavily influenced by extreme weather, including wind, high temperature, and low humidity or a combination thereof (direct communication, CAL FIRE, 2025).

Wind speed and direction are critical factors that are influencing the occurrence and intensity of large wildfires, particularly in the foothill regions with strong prevailing winds. During the summer, high to very high temperatures, low humidity, and light to moderate southern winds prevail across the county and are often associated with dry high-pressure weather systems. Butte County also encounters strong north wind events that can lead to sustained high winds, frequently resulting in red flag warnings. The National Weather Service defines red flag warnings as a combination of conditions—warm temperatures, low humidity, and strong winds—that significantly increase fire danger (National Weather Service 2024). This combination of environmental conditions creates an elevated risk for rapid fire spread across the landscape.

Although Butte County's seasonal weather patterns align closely with those observed across the region, local factors like erratic diurnal winds, often occurring in areas of extreme grade and topography, like those found in the Feather River Canyon, contribute to location specific fire behavior at various locations throughout the county. The combination of unique topography and extreme winds in certain portions of Butte County makes predicting fire behavior unit-wide particularly challenging. Unique combinations of weather and topography continue to shape the fire history and potential across the region (CAL FIRE 2024i).

RECENT FIRE OCCURRENCE

This section was developed using fire history data from CAL FIRE's FRAP (CAL FIRE 2022a). Although the fire history data from CAL FIRE is the most comprehensive digital record of fire perimeters in California, there are limitations. CAL FIRE states that the earlier data (i.e., prior to 1950) is subject to significant uncertainty due to poor and inconsistent record keeping. In addition, data for some fires may be missing or have incorrect information. This is due to the loss or damage of historical records as well as inadequate documentation (CAL FIRE 2022a). Given the limitations of the data, fire history analysis may contain discrepancies.

Butte County has a history of large, destructive wildfires, with over 850,000 acres burned since 2000. Notable historic fires include the Campbell Fire in 1990 (131,504 acres across Butte and Tehama Counties, with 6,028 acres within Butte County), the Poe Fire in 2001 (8,333 acres and 133 structures), and the 2008 Humboldt Fire (23,344 acres and 254 structures) (CAL FIRE 2025b).

More recently, the 2018 Camp Fire burned 153,336 acres, destroyed 18,804 structures, and resulted in 85 fatalities, making it the deadliest and of the most destructive fire in California's history and leading to the largest hazardous materials cleanup in state history (CAL FIRE 2018b).

The 2020 North Complex Fire burned a total of 318,797 acres of land, with approximately 152,151 of those acres being within Butte County, destroying 2,352 structures, and claiming 16 lives (CAL FIRE 2024i). In 2021, the Dixie Fire burned 963,309 acres across Butte, Plumas, Shasta, Lassen, and Tehama Counties and destroyed 1,329 structures, making the Dixie Fire the largest single fire in California's history (CAL FIRE 2024i).

In July 2024, the arson-caused Park Fire scorched 429,603 acres of Butte and Tehama Counties, destroying 709 structures, and damaging another 54 (CAL FIRE 2024e). The Park Fire is the fourth largest wildfire in the state's history, as well as the largest arson-caused wildfire ever recorded in the state (CAL FIRE 2024i, 2025a).

From 1910 to 2024, the total number of acres burned by fire incidents within Butte County has increased significantly. This rise in burned acreage is likely linked to population growth, which heightens the risk of human-caused ignitions, and alterations in the historic fire regime.

The decade from 2010 to 2019 saw the highest number of impacted acres, with approximately 377,219 acres affected by fire. Between 2020 and 2024, around 324,326 acres were impacted, with the Park Fire alone burning approximately 52,912 acres in Butte County (429,603 acres in total) (CAL FIRE 2024d). Since 2014, there have been about 1,537 fire incidents in Butte County, with the majority having unknown ignition sources.

The period from 2020 to 2024 recorded the highest number of fire incidents, totaling 1,284. Larger fires have predominantly occurred in forested mountain regions, while smaller fires are more common in the foothills and valleys near metropolitan areas.

Since the 1990s, there has been a notable increase in both the frequency and severity of larger fires. Most fires have occurred between June and September, with June and July having the highest number of incidents.

See Table 3.4 for a list of significant fires that started in or spread into Butte County. Note that Table 3.4 shows the statistics only for significant fires and not for all fires that have occurred since 1999.

Figure 3.12 illustrates the recent wildfire history from 2000 to 2024, while Figure 3.13 depicts the historic wildfire extent spanning from 1900 to 1999.

Table 3.4. Significant Fires that Started in or Spread into Butte County Since 1999

Year	Total Acreage	Acreage in CWPP Planning Area	Fire Name	Structures Destroyed	Fatalities
2024	429,603	104,403	Park	709	0
2024	3,789	3,789	Thompson	26	0
2024	1,056	1,056	Junes	1	0
2021	963,309	24,619	Dixie	1,311	1
2020	318,935	152,151	North Complex	2,352	16
2020	2,467	2,321	Butte Lightning Complex	0	0
2018	153,336	153,336	Camp Fire	18,804	85
2017	8,500	8,500	Cherokee	6	0
2017	6,151	3,920	LaPorte (Wind Complex)	74	0
2017	6,033	6,033	Wall Fire	91	0
2017	4,016	4,016	Ponderosa	55	0
2013	6,896	6,132	Panther	0	0
2013	2,264	2,264	Swedes	7	0
2008	23,344	23,344	Humboldt	254	0
2008	59,440	6,132	Butte Lightning Complex	117	0
2001	8,333	8,333	Poe	133	0
2000	1,835	1,835	Concow	16	1
1999	16,757	16,757	Musty	0	0
1999	10,857	10,857	Doe Mill	0	0
1999	2,610	2,610	Bloomer	0	0
Total	**2,029,531**	**542,408**		**23,956**	**103**

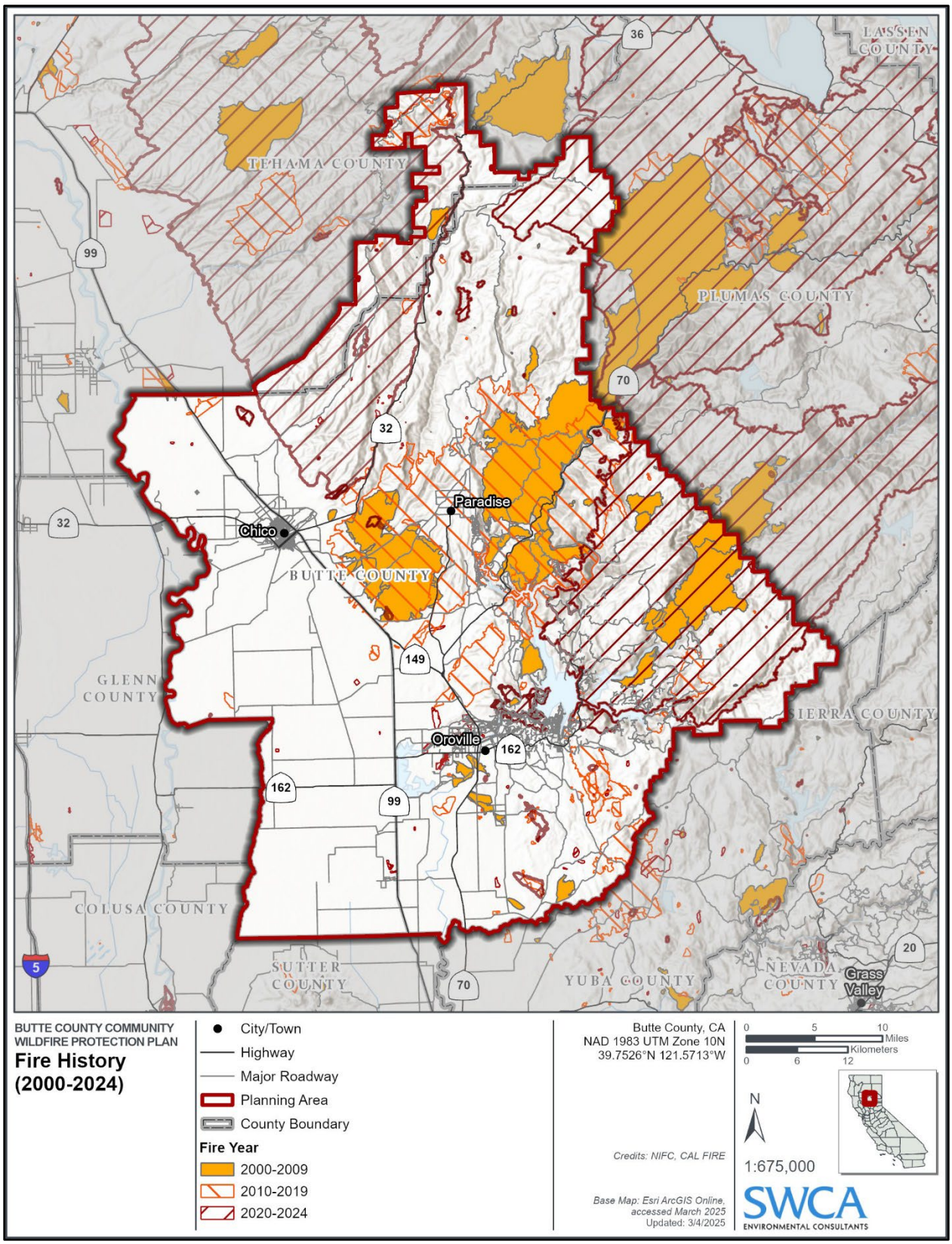


Figure 3.12. Wildfire history (2000–2024) in the Butte County CWPP planning area.

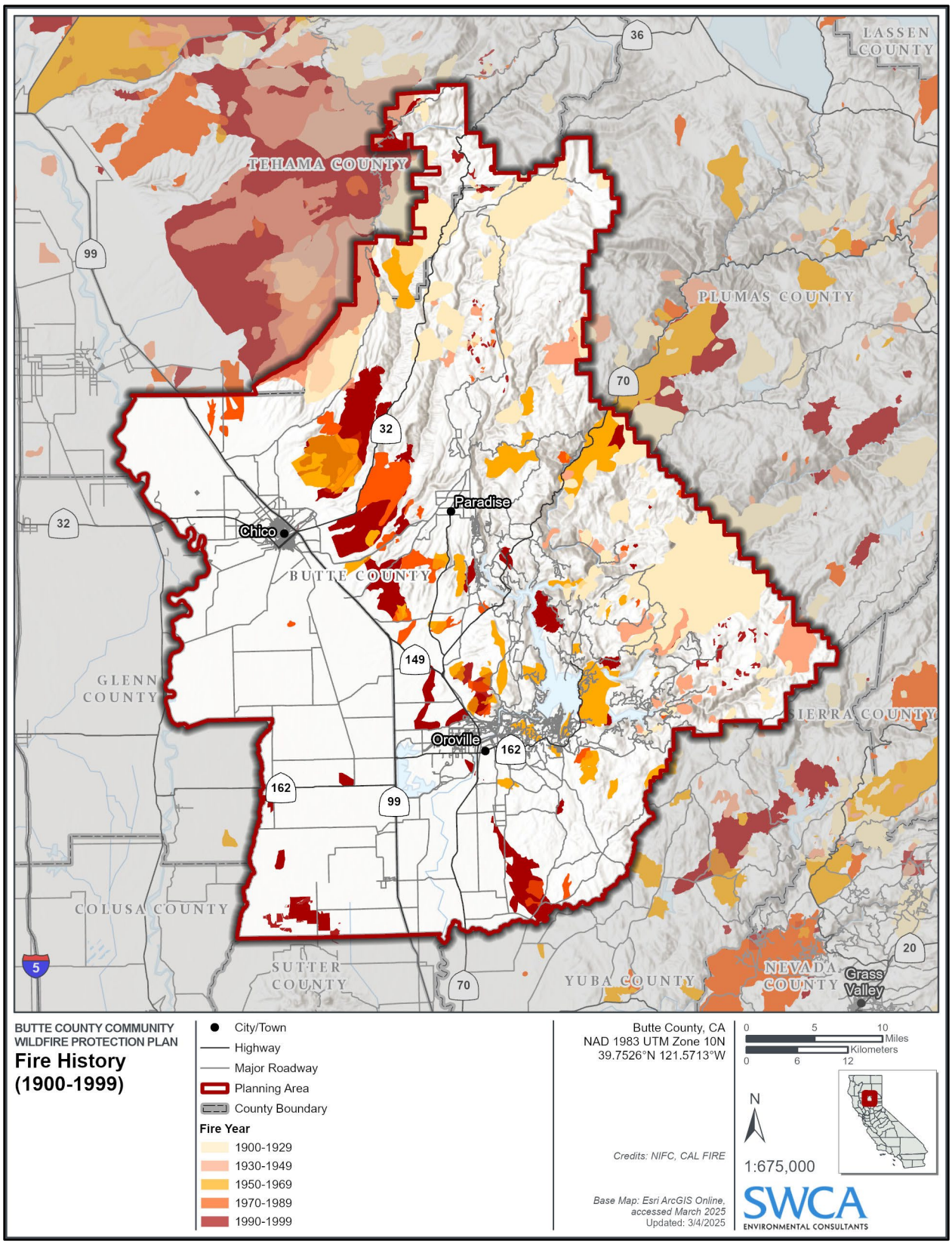


Figure 3.13. Wildfire history (1900–1999) in the Butte County CWPP planning area.

IGNITION ANALYSIS

Based on an analysis of all fires within the CAL FIRE Butte Unit (Figures 3.14–3.17), the most frequent single ignition cause over the past decade is debris burning, which accounts for 14.79% of all incidents. Arson followed as the second leading identifiable cause, responsible for 11.09% of ignitions. Fires are often concentrated along roadways and in densely populated areas. Identifying the exact cause of each fire remains a complex task. In many cases, the cause can only be narrowed down to a few possibilities, leading to an “undetermined” classification, which occurred for 11.75% of incidents. Other notable causes include equipment use (8.37%), lightning (3.37%), electrical power (3.28%), and vehicles (3.11%) (direct communication, CAL FIRE, 2025).

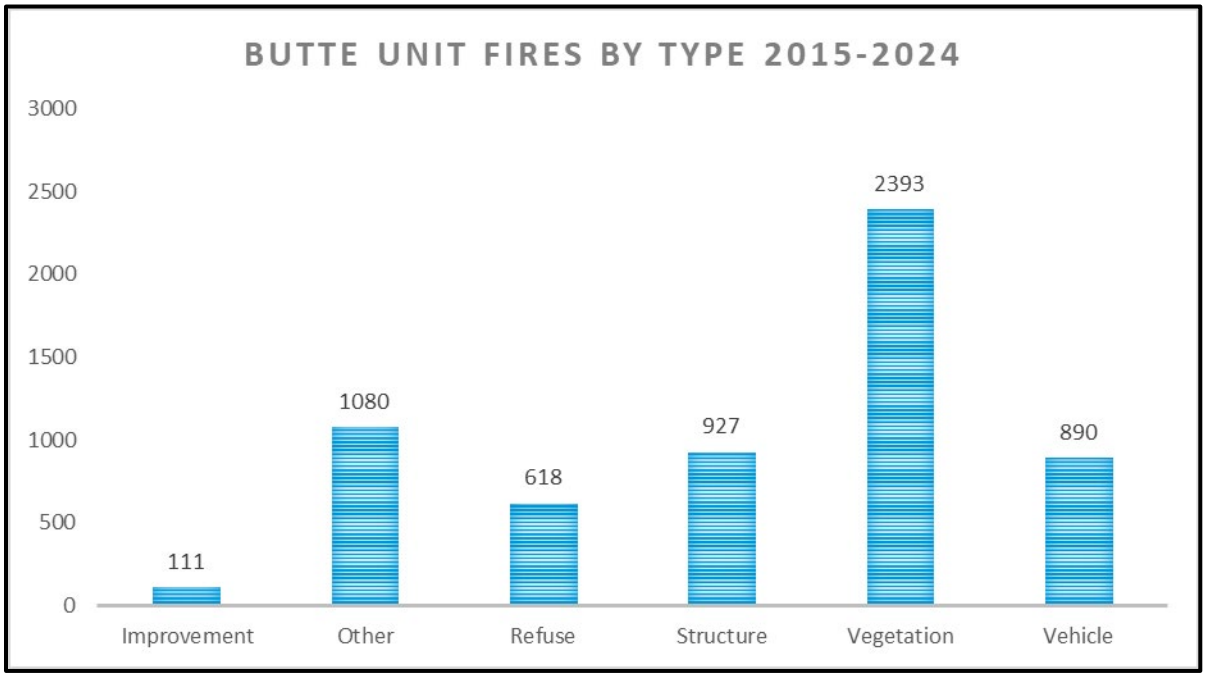


Figure 3.14. Butte Unit fires by type, 2015–2024.

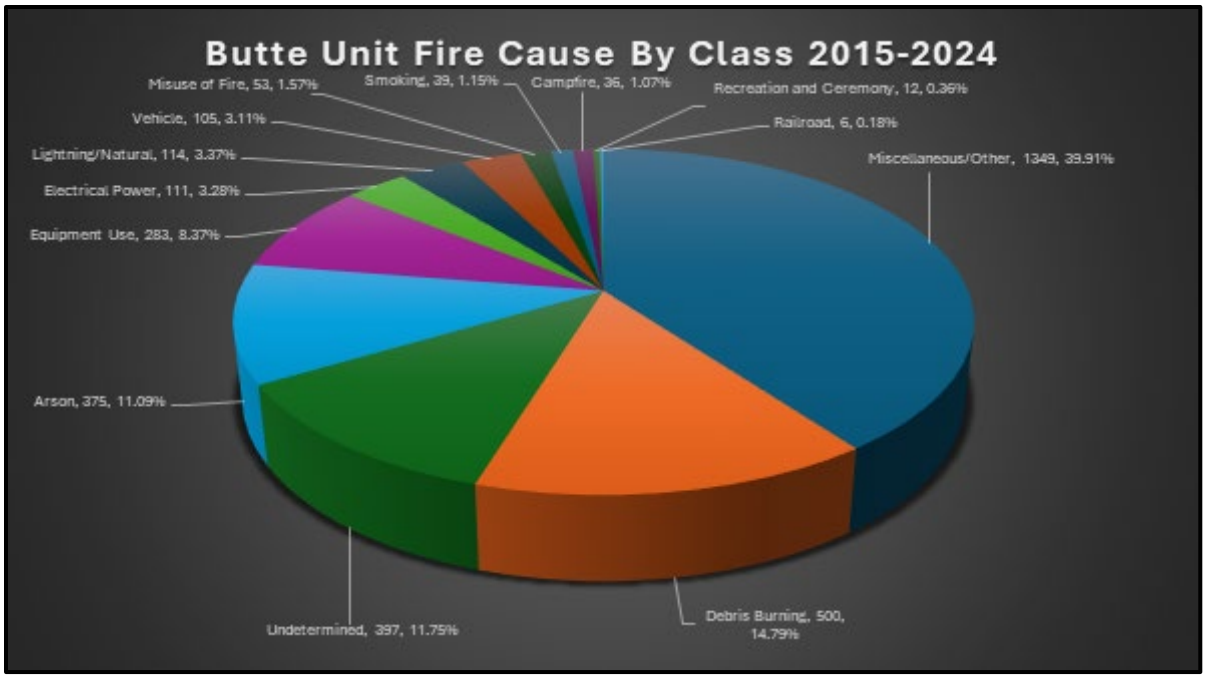


Figure 3.15. Butte Unit fire cause by class, 2015–2024.

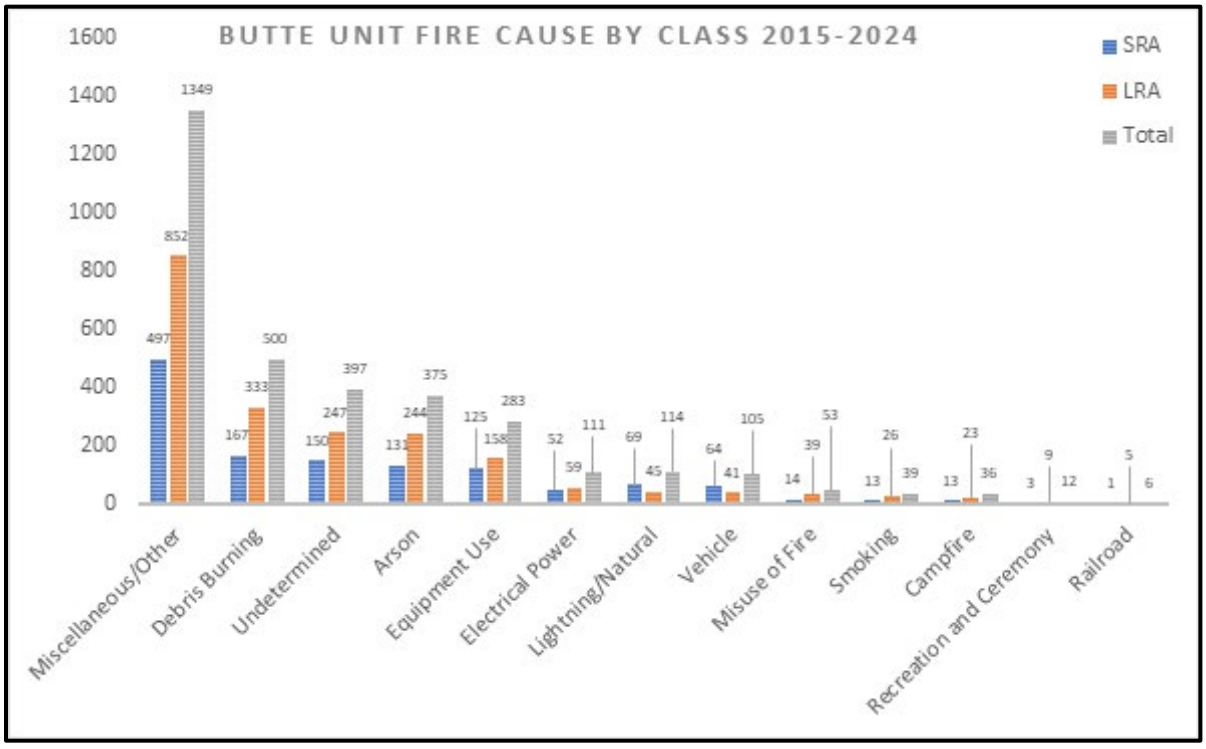


Figure 3.16. Butte Unit fire cause by class, 2015–2024, by responsibility area.

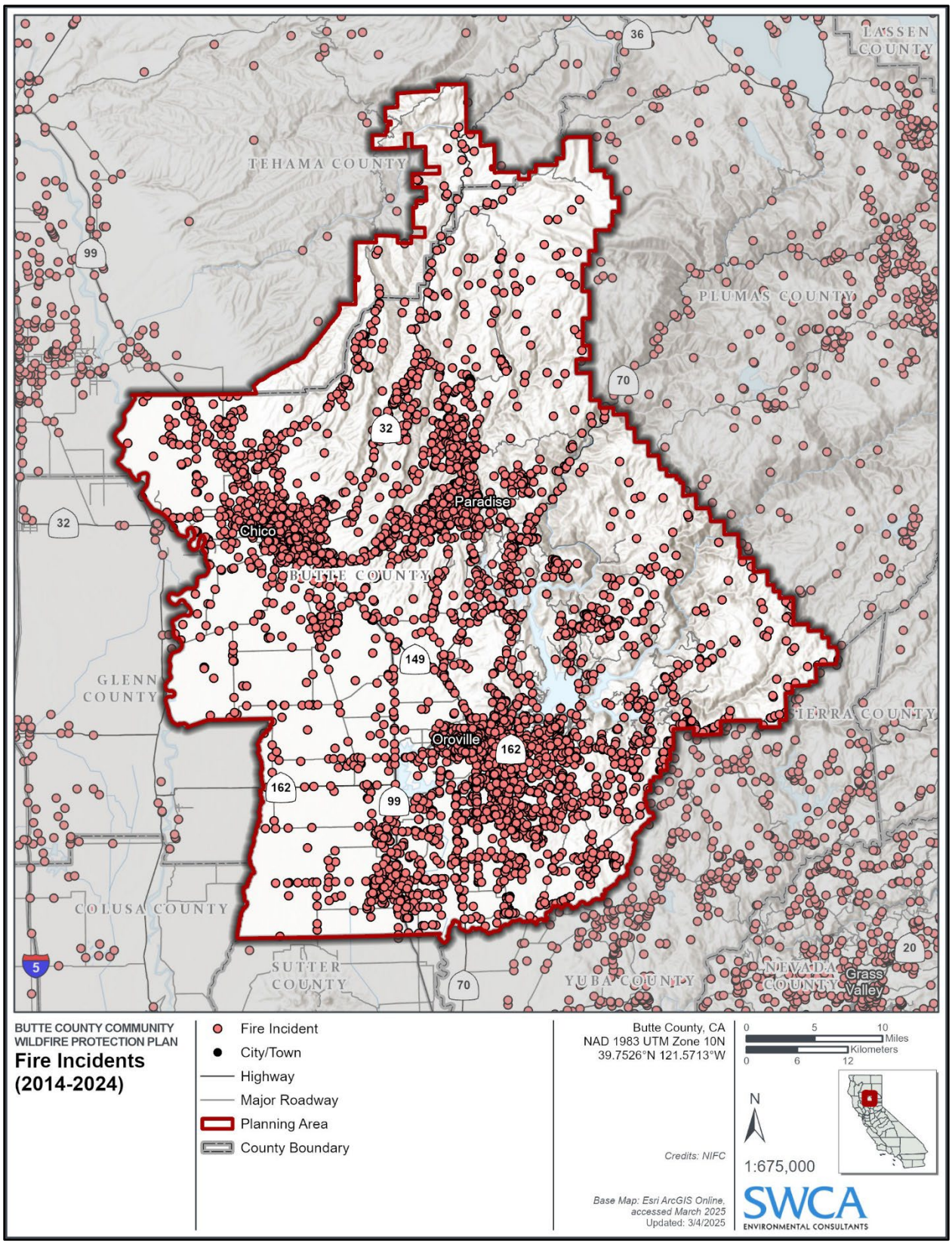


Figure 3.17. Fire incidents from 2014 to 2024 across the Butte County CWPP planning area.



CHAPTER 4 – FIRE DEPARTMENT CAPABILITIES AND PRE-FIRE MANAGEMENT STRATEGIES

MUTUAL AND AUTOMATIC AID AGREEMENTS

Butte County's fire agencies have a long history of cooperative fire protection. These agencies operate under boundary-drop aid agreements, sharing resources freely while maintaining their individual identities. This cooperation enhances service levels, minimizes expenses, and allows for seamless and cost-efficient service. These agreements improve operational efficiencies and safety despite budget constraints posed by the area's high poverty rate.

The foundation for the current countywide boundary-drop style aid agreements was laid in 1931 with the origination of a cooperative fire protection agreement between the Butte County and the California Division of Forestry, now known as CAL FIRE.

The aid agreements that are currently in place encompass all fire agencies within Butte County and allow for virtually seamless dispatching of the closest resources countywide, regardless of jurisdiction, including local, state, and federal lands.

In addition to the local aid agreements noted above, the fire agencies in Butte County participate in similar agreements with agencies in neighboring counties. These agencies are listed in Table 4.1.

All fire agencies in Butte County are also active participants in statewide resource-sharing agreements, including the California Master Mutual Aid Agreement (MMAA), the California Fire Assistance Agreement (CFAA), and/or the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA) (CAL FIRE 2024i).

Table 4.1. CAL FIRE Butte Unit Mutual/Automatic Aid Agreement Participants

Within Butte County	
• CAL FIRE Butte Unit	• Mooretown Rancheria Fire Department
• Butte County Fire Department	• USFS Lassen National Forest
• City of Chico Fire Department	• USFS Plumas National Forest
• City of Biggs Fire Department	• U.S. Fish and Wildlife Service
• City of Gridley Fire Department	• U.S. Bureau of Land Management
• City of Oroville Fire Department	• Bureau of Indian Affairs
• Town of Paradise Fire Department	• National Park Service
Adjacent to Butte County	
• Foothill Volunteer Fire Department	• Marysville Fire Department
• Hallwood Community Services District	• Sutter County Fire Department
• Hamilton City Fire Department	• Tehama County Fire Department
• Loma Rica/Browns Valley Community Services District	

DISPATCH AGREEMENTS

The CAL FIRE Butte Unit's Emergency Command Center holds agreements to provide dispatch, communication, command and control, and "pre-arrival" emergency medical dispatch services to the Butte County Fire Department, Biggs Fire Department, Gridley Fire Department, Oroville Fire Department, and the Town of Paradise Fire Department (CAL FIRE 2024i).

Even though the Chico Fire Department maintains separate dispatching facilities and frequencies, the CAL FIRE Butte Unit Emergency Command Center and Chico Fire seamlessly dispatch the closest resources from any local jurisdiction to their own jurisdiction's incident through a decades-old resource-sharing agreement known as the Chico Urban Area Fire Response Agreement (CUAFRA).

In recent years, the ECC has obtained the capability to coordinate dispatching software with Chico Fire as well as the Butte Medics. This advancement allows for the direct and virtually instant transfer of emergency dispatch and resource availability information from one agency's dispatching software to the other, a capability commonly referred to as "CAD to CAD" dispatching.

This resource-sharing concept ensures that the closest available resource is immediately dispatched to an emergency, regardless of jurisdiction without delay.

FIRE DEPARTMENT OVERVIEW, CAPABILITIES, PLANS AND PRIORITIES

Individual fire department capabilities and priorities are detailed in the sections below. Fire response areas and fire stations within the planning area are shown in Figures 4.1 and 4.2. These figures highlight the geographical distribution of resources and the coverage provided by various fire departments, emphasizing the collaborative efforts in protecting the region.

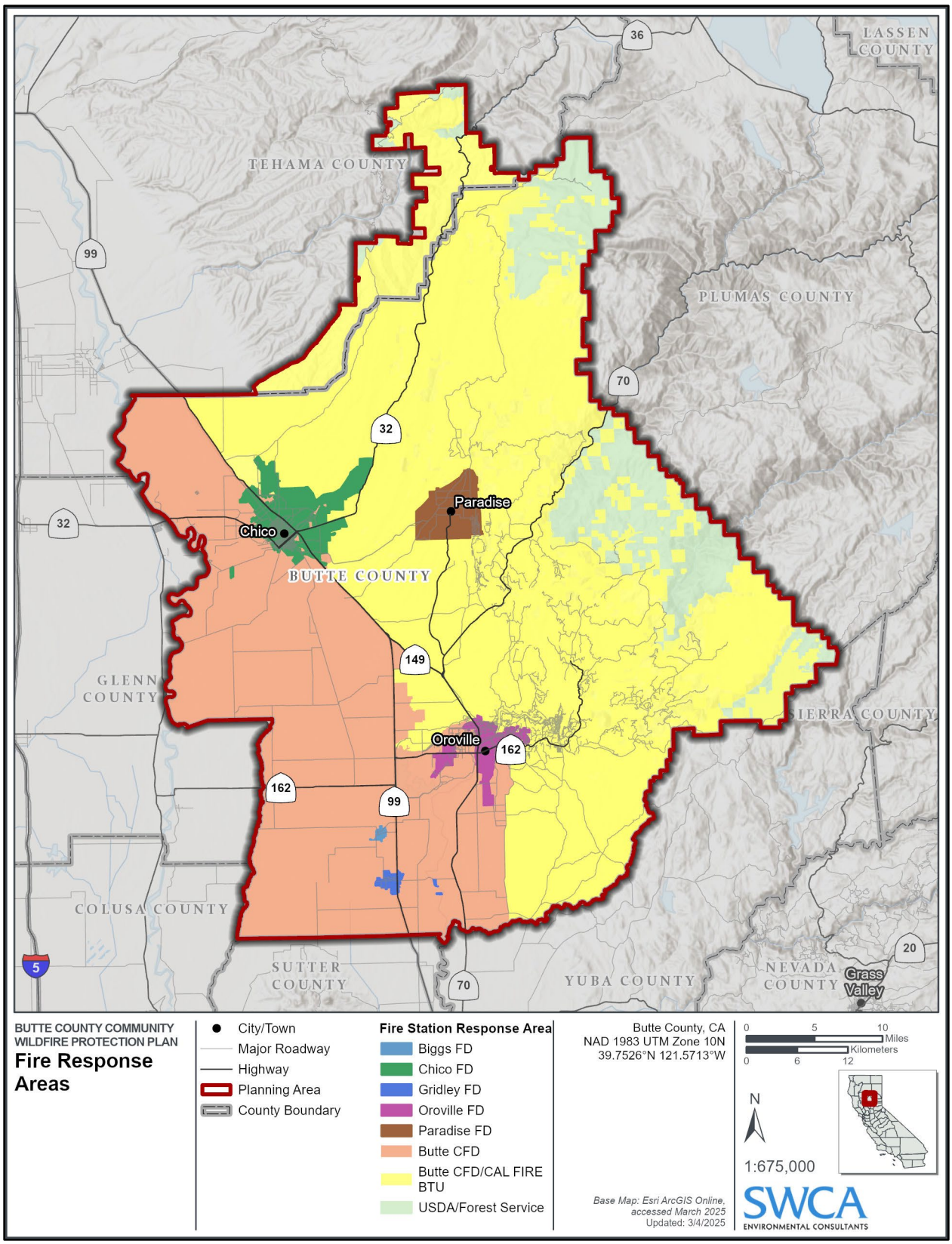


Figure 4.1. Fire response areas within the Butte County CWPP planning area.

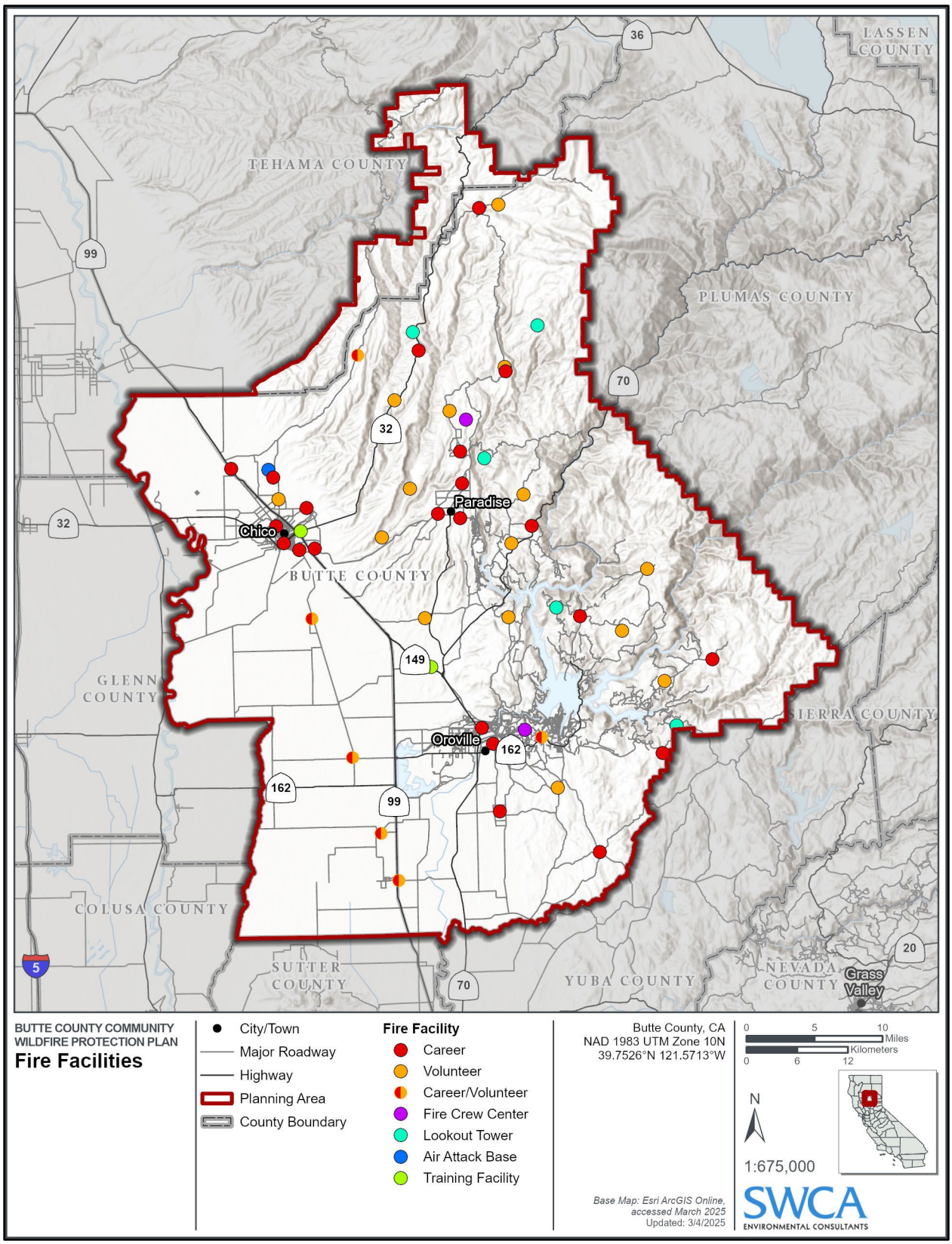


Figure 4.2. Fire stations within the Butte County CWPP planning area.

BUTTE COUNTY FIRE DEPARTMENT

Department Overview

The Butte County Fire Department directly serves the unincorporated area of Butte County, totaling over 90% of the county's 1,677 square miles, in addition to all incorporated areas of the county via various aid agreements.

Butte County Fire Department staffs 10 fire stations each day with a career-staffed Type 1 fire engine as well as 16 volunteer fire stations with a variety of apparatus that are staffed by volunteers on an as needed basis, including Type 1, Type 3, and Type 6 fire engines, water tenders, and other specialty vehicles. Select career-staffed fire stations also house specialized apparatus such as Type 3 fire engines, a Type 2 technical rescue vehicle, water rescue equipment, a hazardous materials response vehicle, and a medical support unit that is equipped for Multiple-Casualty Incidents (MCIs) that are cross staffed as necessary.

Daily staffing is either two or three career personnel on each Type 1 fire engine, consisting of one Firefighter and either one or two Company Officers (Fire Captain and/or a Fire Apparatus Engineer). Staffing adjusts dynamically based on operational needs and seasonal demands such as weather conditions. Response of Butte County Fire Department's water tenders, squads, and breathing support units are almost exclusively the responsibility of the department's volunteer firefighters.

Butte County Fire Department is dispatched under agreement with the CAL FIRE Butte Unit Emergency Command Center.

Butte County Fire Department has been operated and administered as part of a cooperative agreement with CAL FIRE since 1931, with close coordination of emergency response capabilities that have integrated the station and battalion organization between the two departments into a seamless response and administration plan.

As a countywide fire department, the fire history, weather, WUI situation, fuels, and topography are consistent with the overall conditions outlined in the Fire Environment chapter of this document and, due to the geographical and operational overlap between Butte County Fire and the CAL FIRE Butte Unit, are discussed in more detail in the CAL FIRE battalion and program breakout sections below. Therefore, the fire history, weather, WUI situation, fuels, and topography sections have been omitted from this section that details Butte County Fire Department.

Butte County Fire Department's resources are shown in Table 4.2 below.

Collaborators

- Butte County Fire Safe Council
- Butte County Resource Conservation District
- Butte County Collaborative Group
- CAL FIRE
- California Department of Fish and Wildlife
- California Department of Water Resources
- California State Parks
- City of Biggs
- City of Gridley
- City of Chico
- City of Oroville
- Town of Paradise
- Berry Creek Rancheria
- Konkow Valley Band of Maidu Indians
- Mechoopda Indian Tribe of Chico Rancheria
- Mooretown Rancheria

Department Priorities

- In the 90+ years since Butte County Fire and CAL FIRE entered into a cooperative agreement, alignment of the two departments' goals has yielded significant operational and administrative efficiencies. One of these benefits is the integration of Butte County Fire Department into the CAL FIRE Battalion and Program structure.
- For this reason, and to avoid redundancy in this document, Butte County Fire Department's priorities are included in, and fully aligned with, the CAL FIRE Butte Unit's Battalion and Program Priorities listed in the battalion section in this chapter.

Table 4.2. Butte County Fire Department Resources

Resource	Career	Volunteer
Personnel	114	152
Stations	10*	16
Type 1 Engine (Front Line)	10	3
Type 1 Engine (Reserve)	4	0
Type 3 Engine (Career are Cross Staffed)	2	6
Type 6 Engine	0	9
Tactical Water Tender	0	13
Squad	0	4
Breathing Support	0	2
Type 2 Medium Rescue (Cross Staffed)	1	0
Rescue Utility Terrain Vehicle	2	0
HazMat Support (Cross Staffed)	1	0
Medical Support (MCI) (Cross Staffed)	1	0
Water Rescue Trailer with Personal Watercraft	1	0

* Three stations listed here are jointly staffed by Butte County Fire Department and other fire agencies and are included in both departments' inventories. Those stations are Station 63 in Oroville, which is jointly staffed with CAL FIRE and serves as both departments' headquarters; Station 73, which is jointly staffed with Biggs Fire Department; and Station 74, which is jointly staffed with Gridley Fire Department.

CITY OF BIGGS FIRE DEPARTMENT

Department Overview

The City of Biggs Fire Department serves the incorporated area of Biggs, an area of about 1 square mile with a population of about 1,900 residents, as well as nearby jurisdictions via various aid agreements.

The Biggs fire engine and station are staffed and funded jointly with Butte County Fire Department and are administered as part of Battalion Seven under a cooperative agreement with CAL FIRE.

Under this arrangement, staffing is maintained for one fire engine 24 hours per day, 7 days per week. Normal staffing is one Company Officer (Fire Captain or Fire Apparatus Engineer) and one Firefighter.

Biggs Fire Department is dispatched under agreement with the CAL FIRE Butte Unit Emergency Command Center.

Biggs Fire Department's resources are shown in Table 4.3.

Collaborators

- Butte County Fire Department
- CAL FIRE
- California Department of Fish and Wildlife
- California Department of Water Resources
- City of Gridley

Fire History

Several vegetation fires have threatened and destroyed structures in Biggs over the years. However, these fires have been contained before they became major wildland fire incidents.

Weather

The City of Biggs shares weather patterns with the surrounding valley areas, featuring numerous summer days with temperatures over 100°F. North winds are a significant concern as they can drive rapid fire growth and spread. These conditions necessitate vigilant fire management practices to mitigate the heightened fire risk during peak summer months.

WUI Situation

While Biggs is not within the WUI areas designated in this CWPP, there are still connective fuels in the agricultural lands and open areas that can pose a risk to residential structures, infrastructure, and other values. These fuels require careful management to mitigate potential fire hazards and protect the community.

Fuels

The area around Biggs is characterized by grasslands and agricultural lands. Specific concerns include vegetation management around City-owned and operated overhead power lines, drainage canals, and wastewater retention ponds. Proper management of these fuels is crucial to reduce fire hazards and protect critical infrastructure.

Topography

Biggs is predominantly flat, with an average elevation of 95 feet above sea level. The flat terrain simplifies some aspects of fire management but also allows for the rapid spread of fires in grassy areas. Effective firebreaks and other preventive measures are essential to control potential fire spread.

Department Priorities

- Fuel management in and around City-owned/operated overhead power lines
- Fuel management in and around drainage canals
- Fuel management at wastewater retention ponds
- Public education
- Maintenance and testing of fire hydrants
- School fire prevention programs and outreach

Table 4.3. Biggs Fire Department Resources

Biggs Fire Department Resources	
Resource	**Quantity**
Personnel	1.5
Station	1*
Type 1 Engine (Front Line)	1*

*The Biggs fire station and fire engine are staffed and funded jointly with Butte County Fire Department; therefore, these resources are also accounted for in Butte County Fire Department's resource inventory



City of Biggs Fire Department Station and Apparatus.

CITY OF CHICO FIRE DEPARTMENT

Department Overview

The City of Chico Fire Department serves the incorporated area of Chico, an area of about 35 square miles with a population of about 110,000 residents, as well as nearby jurisdictions via various aid agreements.

Chico Fire Department staffs four of their five fire stations, with the airport station currently unstaffed due to the current lack of commercial passenger service at Chico Regional Airport.

Daily staffing is five apparatus, consisting of four engines and one ladder truck.

Each fire engine is staffed with three personnel: one Captain, one Fire Apparatus Engineer, and one Firefighter. The truck is staffed with four personnel: one Captain, one Fire Apparatus Engineer, and two Firefighters.

Chico Fire Department maintains their own dispatch center, but resources are also directly dispatched to calls outside the incorporated area by the CAL FIRE Butte Unit Emergency Command Center under an aid agreement.

Chico Fire Department's resources are shown in Table 4.4.

Collaborators

- Butte County Fire Department
- Butte County Fire Safe Council
- Butte County Resource Conservation District
- CAL FIRE

Fire History

Significant wildfires impacting Chico in the past 30 years include the 1999 Musty Fire (18,000 acres, resulting in smoke and ecological damage), the 1999 Doe Mill Fire (11,000 acres, leading to evacuations and smoke issues), the 2008 Humboldt Fire (23,344 acres, destroying 254 structures just outside the Town of Paradise and causing evacuations and injuries), the 2018 Stoney Fire (950 acres, leading to evacuations and road closures), and the catastrophic 2018 Camp Fire (153,336 acres, with 203 acres burning within Chico city limits and 18,000 structures destroyed, none of which were within city limits).

Most recently, the 2024 Park Fire burned 429,603 acres, destroyed 709 structures, and damaged 54 more. Originating in Chico’s Bidwell Park, the Park Fire caused widespread ecological damage within the city.

Weather

Chico experiences high summer temperatures, often exceeding 100°F for multiple consecutive days, coupled with low humidity and light to moderate southerly winds. North wind events can lead to red flag conditions, significantly increasing the potential for extreme fire behavior. These weather patterns necessitate proactive fire management and preparedness measures throughout the fire season.

WUI Situation

The city of Chico, located in the northwest corner of Butte County, faces significant challenges related to its WUI. Critical infrastructure includes the Union Pacific Railroad main line, multiple large-diameter underground petroleum pipelines with bulk aboveground petroleum storage, state highways, high-voltage power lines, and Bidwell Park, which spans 3,670 acres and divides the city from east to west.
The eastern section of Bidwell Park, known as Upper Park, poses a notable potential for WUI conflicts. As home development has surged, large areas of Chico have transformed into WUI environments where wildland abruptly meets high-density housing, particularly evident in the eastern part of the city where most new residential construction is occurring.

There are multiple greenways that traverse the city. Four in particular—Big Chico Creek (Bidwell Park), Little Chico Creek, Lindo Channel, and Edgar Slough (Comanche Creek)—have a large number of residential and commercial parcels that abut the vegetation in these greenways, creating an additional significant WUI threat.

Fuels

The landscape around Chico includes grasslands, brush, deciduous trees, and some coniferous species. The flat terrain surrounding the city, particularly in the eastern areas extending toward the foothills, consists mainly of light to medium fuels, including annual grasses, oak woodlands, and chaparral brush. These fuel types can facilitate rapid fire spread, especially under windy conditions.

There are multiple greenways that bisect the city, including Lindo Channel, Big Chico Creek, Little Chico Creek, and Edgar Slough (Comanche Creek). These greenways support a variety of fuels ranging from grasslands to hardwood forests to riparian habitats. The western portion of the city is surrounded by agricultural land, primarily nut orchards, which pose minimal threat of a large-scale wildland fire.

Topography

The Chico area is primarily flat, with the foothills rising at an approximate slope of 15% and generally oriented toward the west. The city is traversed by Little Chico Creek and Big Chico Creek, which contribute to its drainage system. The major flood control drainage for the city is Lindo Channel. Additionally, other watercourses, including Mud Creek, Sycamore Creek, Comanche Creek, Dead Horse Slough, and Butte Creek, flow through the area, influencing the local topography and hydrology.

Department Priorities

- Explore and complete projects outlined in the City of Chico's Vegetation Fuels Management Plan and CWPP, which support several broad goals and actionable actions.
- Minimize fire risk while protecting ecological values.
- Restore and maintain appropriate fire return intervals in Chico's parklands, including the use of prescribed fire when indicated.
- Fund public education to conduct targeted outreach and education in high-priority areas and residents.
- Expand awareness of wildfire issues related to land use planning and building (Fire Code).
- Develop and implement evacuation planning.
- Provide education and resources to expand the use of prescribed fire on private lands.

- Strengthen building standards for existing and new structures and attachments.
- Explore the feasibility of building a bridge or low-water crossing over Big Chico Creek at the end of the park road.
- Enhance access to water supplies in high-risk areas.
- Develop pre-fire operational plans for Upper and Middle Bidwell Park, including prescribed burns, enhancing, maintaining, or creating fire breaks, and tactical wildfire management plans.
- Conduct community outreach and education at community events.

Table 4.4. City of Chico Fire Department Resources

City of Chico Fire Department Equipment	
Resource	**Quantity**
Personnel (Career)	59
Personnel (Volunteer)	7
Stations	5
Type 1 Engines (Front Line)	4
Type 1 Engines (Reserve)	2
Aerial (110-foot) Ladder Truck (Front Line)	1
Aerial (105-foot) Ladder Truck (Reserve) (Quint)	1
Type 3 Engine (Department Owned – Cross Staffed)	1
Type 3 Engine (Cal OES Owned – Cross Staffed)	1
Squad	1
Type 2 Medium Rescue (Cross Staffed)	1
Rescue Support Trailer (Cross Staffed)	1
HazMat (Cross Staffed)	1
Air/Light Truck (Cross Staffed)	1
Crash Rescue Apparatus (Cross Staffed)	2
Foam Trailer	1

CITY OF GRIDLEY FIRE DEPARTMENT

Department Overview

The City of Gridley Fire Department serves the incorporated area of Gridley, an area of about 2 square miles with a population of about 7,000 residents, as well as nearby jurisdictions via various aid agreements.

The Gridley fire station is staffed and funded jointly with Butte County Fire Department and is administered as part of Battalion Seven under a cooperative agreement with CAL FIRE.

Under this arrangement, the City of Gridley staffs one ladder truck and cross staffs a Type 3 fire engine and a water rescue support vehicle, while Butte County Fire Department staffs a Type 1 fire engine, with all apparatus responding from the shared fire station in Gridley.

Normal staffing is two Company Officers (Fire Captain or Fire Apparatus Engineer) on the ladder truck and one Company Officer (Fire Captain or Fire Apparatus Engineer) and one Firefighter on the Type 1 fire engine.

Gridley Fire Department is dispatched under agreement with the CAL FIRE Butte Unit Emergency Command Center.

Gridley Fire Department's resources are shown in Table 4.5.

Collaborators

- Butte County Fire Department
- CAL FIRE
- California Department of Fish and Wildlife
- California Department of Water Resources
- City of Biggs
- City of Marysville
- County of Sutter

Fire History

Historically, Gridley has experienced a number of vegetation fires in and around the city limits. While none have become major incidents, many have threatened structures and the Union Pacific Railroad, especially the recent fires that have occurred between the north city limits and the Gridley-Biggs Cemetery.

Weather

Gridley shares weather patterns with the surrounding valley areas, featuring numerous summer days with highs over 100°F. North winds are the predominant concern for rapid fire growth, necessitating heightened vigilance during these conditions. These weather patterns require effective fire management strategies to mitigate fire risks.

WUI Situation

While Gridley is not within the WUI areas designated in this CWPP, there are still connective fuels in the agricultural lands, open spaces, and ornamental vegetation that can pose a risk to residential structures,

infrastructure, and other values. These fuels require careful management to mitigate potential fire hazards and protect the community.

Fuels

The area around Gridley is characterized by grasslands and agricultural lands. Specific concerns include vegetation management around City-owned and operated overhead power lines, drainage canals, and wastewater retention ponds. Proper fuel management is essential to reduce fire hazards and protect critical infrastructure.

Topography

Gridley is predominantly flat, with an average elevation of 95 feet above sea level. The flat terrain simplifies some aspects of fire management but also allows for the rapid spread of fires in grassy areas. Effective firebreaks and other preventive measures are essential to control potential fire spread.

Department Priorities

- Fuel management in and around City-owned/operated overhead power lines
- Fuel management in and around drainage canals
- Fuel management at wastewater retention ponds
- Municipal weed abatement
- Public education
- Spanish language fire prevention programs
- Maintenance and testing of fire hydrants
- Enforcement of Fire Code regulations in the City of Gridley
- School fire prevention education presentations
- Red Suspenders Day community outreach event

Table 4.5. Gridley Fire Department Resources

Gridley Fire Department Resources	
Resource	**Quantity**
Personnel	5
Station	1*
Aerial (110-foot) Ladder Truck (Quint)	1
Type 1 Engine (Reserve)	1
Type 3 Engine (Cross Staffed)	1
Water Rescue Support Vehicle with Boat (Cross Staffed)	1

*The Gridley fire station is a shared facility with Butte County Fire Department; therefore, it is also accounted for in Butte County Fire Department's resource inventory.

CITY OF OROVILLE FIRE DEPARTMENT

Department Overview

The City of Oroville Fire Department serves the incorporated area of Oroville, an area of about 14 square miles with a population of about 18,000 residents, as well as nearby jurisdictions via various aid agreements.

Oroville Fire Department is operated and administered as part of Battalion Nine under a cooperative agreement with CAL FIRE.

Oroville Fire Department staffs one fire station with two apparatus per day: one ladder truck and one Type 1 fire engine. A Type 3 engine and Type 6 engine are cross staffed as necessary.

Daily staffing is three personnel on the Type 1 fire engine, consisting of two Company Officers (typically a Fire Captain and a Fire Apparatus Engineer) and one Firefighter, while the ladder truck is staffed by two Company Officers (typically a Fire Captain and a Fire Apparatus Engineer). Staffing adjusts dynamically based on operational needs and seasonal demands such as weather conditions.

Oroville Fire Department is dispatched under agreement with the CAL FIRE Butte Unit Emergency Command Center.

Oroville Fire Department's resources are shown in Table 4.6 (CAL FIRE 2024i).

Collaborators

- Berry Creek Rancheria
- Butte County Fire Department
- CAL FIRE
- California Department of Fish and Wildlife
- California Department of Water Resources
- Mooretown Rancheria

Fire History

The City of Oroville has a significant history of wildfires that have posed substantial threats to its infrastructure and residents.

While Oroville’s fire history dates back many decades, there have been numerous fires in recent years that have threatened the city. In 2019, the Grand Fire ignited near Grand Avenue and Highway 70, leading to evacuation orders for areas south of Grand Avenue to Oro-Dam Boulevard and east of Highway 70 to Table Mountain Boulevard. The 2018 Camp Fire and the 2020 North Complex Fire also posed imminent threats to the city's boundaries, underscoring the persistent wildfire risks in the region.

"Stumps Field," an unincorporated 150-acre undeveloped area surrounded by structures, experiences fires almost every summer, sometimes multiple times per year, directly threatening adjacent properties in the incorporated area of Oroville.

In the northern and eastern parts of Oroville, areas adjacent to or just within the city limits have a history of fires endangering or damaging structures. Two examples are the 2024 Bar and 2024 Thompson Fires, which burned a combined 3,789 acres and destroyed 26 structures. While these two fires did not burn within Oroville City, they did burn within a few hundred feet of the city limits and presented an immediate threat to numerous structures in the incorporated area.

In the southern portions of the city, the Highway 70 Industrial Park encompasses three U.S. Environmental Protection Agency (EPA)-designated Superfund Sites: the former Louisiana Pacific Sawmill, the former Koppers Inc. wood processing facility, and the Western Pacific Railyard. These sites are prone to decades-old, deep-seated underground fires that surface multiple times each summer, threatening surrounding vegetation, industrial infrastructure, and nearby commercial and residential structures.

These fires can be difficult to extinguish due to known contamination of the area, as well as the inherent difficulty in achieving full extinguishment of these deep-seated fires.

Weather

Oroville experiences a Mediterranean climate typical of Butte County, with high summer temperatures and low humidity. It is not uncommon to experience multiple consecutive days of temperatures over 100°F with humidities dropping under 15% during the summer months. These weather conditions can significantly influence fire behavior, especially during extended dry periods. The city's weather patterns necessitate proactive fire management and preparedness measures.

WUI Situation

Oroville presents a diverse WUI landscape, with large industrial parks transitioning to residential zones and extensive wildland areas in the eastern foothills. Key infrastructure includes the entire county administration complex (including the county courthouse, jail, and all county department's main offices), the Feather River, Union Pacific Railroad, highways, and telecommunications stations. The City's comprehensive weed abatement program helps minimize fire incidents. Challenges include limited defensible space, narrow access routes, and vulnerable construction materials. Collaborative efforts with Butte County Fire Department, CAL FIRE, and local fire departments enhance preparedness. Public education and enforcement of fire safety regulations are critical components of the City's strategy.

Fuels

The fuel types in Oroville vary significantly across the area. The flat regions are primarily covered with annual grasses, which transition to oak woodlands, manzanita, and diverse pine species as one approaches the eastern city limits. These varied fuel types can influence fire behavior and complicate firefighting efforts.

Topography

Oroville is predominantly flat, but as one moves eastward into the adjoining jurisdictions, the topography begins to slope more significantly, particularly around the Feather River drainage. This transition in slope affects the types of vegetation and fuel loads present in the area, influencing fire dynamics and control strategies.

Department Priorities

- Conduct defensible space compliance inspections in risk areas and heavily populated areas in accordance with PRC 4291 and Oroville City Ordinance 13.08.
- Cooperatively assist the activities of local Prescribed Burn Associations (PBAs), Prescribed Fire Training Exchanges (TREX), and similar organizations.

- Fire prevention education and community outreach: school and community events, burn permit issuance, emphasizing Hardening Your Home, Ready, Set, Go!, defensible space requirements and recommendations, and the “One Less Spark” campaign, the “Help Us Find You” visible address sign campaign, ingress/egress routes, and access to water supplies.
- Maintain Fire Danger warning sign to public.
- Increase collaboration with the Butte County Fire Safe Council.
- Increase community awareness of WUI areas in collaboration with the Butte County Fire Safe Council.
- Evaluate and seek opportunities to improve existing evacuation planning efforts.
- Increase effectiveness and efficiency of weed abatement program via investment in automation and technology.
- Continue working with CAL FIRE crews to assist with vegetation removal of selected areas within City Limits.
- Work with insurance companies to develop a home inspection program with hopes to increase the number of homes insurance companies are willing to insure within the city.
- Increase staffing on fire apparatus, and explore the feasibility of acquiring/building and staffing an additional fire station to meet the needs of the city and effectively mitigate wildland emergencies.
- Improve response by working with Butte County Fire Department, CAL FIRE, and other local public safety agencies to update aid agreements, mutual threat zones, and other agreements to provide the most effective response possible to areas with the most potential.
- Restore and improve the volunteer program to provide support during wildfire emergencies and increase community involvement.
- Increase capabilities by investing in the training and preparation of fire personnel specific to wildland firefighting, command, and control.
- Increase capabilities by investing in wildland specific apparatus, in particular Type 3 and Type 6 fire engines.

Table 4.6. Oroville Fire Department Resources

Oroville Fire Department Resources	
Resource	**Quantity**
Personnel	21
Station	1
Aerial (105-foot) Ladder Truck (Quint)	1
Type 1 Engine (Front Line)	1
Type 1 Engine (Reserve)	2
Type 3 Engine (Cross Staffed)	1
Type 6 Engine (Cross Staffed)	1
Aircraft Rescue Firefighting Vehicle	1
Rescue Boat	1
Rescue Support	1

TOWN OF PARADISE FIRE DEPARTMENT

Department Overview

The Town of Paradise Fire Department serves the incorporated area of Paradise, an area of about 18 square miles with a population of over 10,000 residents, as well as nearby jurisdictions via various aid agreements.

The Town of Paradise Fire Department is operated and administered as part of Battalion Eight under a cooperative agreement with CAL FIRE.

The Town of Paradise Fire Department staffs two fire stations with one Type 1 fire engine per station per day. A Type 3 fire engine is cross staffed at each station as necessary. Daily staffing is three personnel on each Type 1 fire engine, consisting of two Company Officers (typically a Fire Captain and a Fire Apparatus Engineer) and one Firefighter.

The Town of Paradise Fire Department is dispatched under agreement with the CAL FIRE Butte Unit Emergency Command Center.

With the recent fire history in and around the Town of Paradise, the Town is actively implementing a wide range of recovery and resilience efforts that are outlined on Page H-13 of Appendix H.

The Town of Paradise Fire Department's resources are shown in Table 4.7.

Collaborators

- Butte County Fire Department
- Butte County Fire Safe Council
- Butte County Resource Conservation District
- CAL FIRE
- Paradise Ridge Fire Safe Council

Fire History

Notable incidents include the wind-driven Humboldt Fire in June 2008, which started southwest of town and burned 23,344 acres, including 254 structures in and around the southern area of town. In November 2018, the catastrophic Camp Fire, which started east of town near the community of Pulga, burned 153,336 acres, destroyed 18,804 buildings, and resulted in 85 fatalities, including 90% of the structures in the Town of Paradise. Fueled by extreme winds, the fire swept through Concow, Magalia, Butte Creek Canyon, and Paradise before ultimately being contained near Highway 99 to the west. The Camp Fire remains the deadliest and most destructive wildfire in California's history.

Weather

The weather patterns in the Town of Paradise align closely with unit-wide averages, featuring high summer temperatures and low humidity. However, wind events, particularly North Wind events and the gusty winds associated with the Feather River’s down-canyon flow, are a major concern for wildfire spread. These winds have played a critical role in driving destructive fires into Paradise, as demonstrated by the 2008 Humboldt Fire and the 2018 Camp Fire. Such conditions necessitate vigilant fire management practices to mitigate the risk of future wildfires.

WUI Situation

The Town of Paradise represents a typical WUI environment where wildland meets residential areas. The town was significantly affected by the 2018 Camp Fire, leading to a reduced population and ongoing rebuilding efforts. Emergency access remains a concern due to narrow roadways, numerous dead-end roads, and potential high evacuation volumes. The reconstruction of evacuation routes, such as the Skyway, Clark Road, and Pentz Road, aims to improve safety. Collaborative efforts with Butte County Fire Department, fire safe councils, and other agencies enhance preparedness. Public education and enforcement of defensible space regulations are critical components of the Town's strategy.

Fuels

The area features diverse vegetation, including chaparral brush, oak woodlands, and mixed-conifer timber. While the Camp Fire temporarily reduced fuel loading in the Town of Paradise, vegetation regrowth on vacant parcels quickly became problematic. Within months of the fire, much of the burned area was covered with nonnative species, including various types of broom (e.g., scotch and Spanish broom), which are highly flammable. By the following year, these invasive plants had grown over 5 feet tall, completely overtaking many parcels in town. Additionally, the loss of the thick tree canopy, which had shaded the area for centuries, due to direct fire damage and post-fire hazard tree abatement, has allowed ample sunlight to promote the rapid growth of grass and brush. Proper management of these fuels is crucial to reduce fire hazards and protect the community.

Topography

The Town of Paradise is situated on a broad, gently sloping ridge with elevations ranging from approximately 1,000 to 2,300 feet. The town is characterized by several steep canyons near the town's borders, which significantly influence fire behavior. There are also numerous lesser canyons and drainages that run through town, generally running in a north-south or northeast-southeast direction. These features are contiguous with larger drainages south of town and present a significant risk of providing a flow path for fires to burn into and through the town. Effective fire management must account for these topographic challenges.

Department Priorities

- Implement fire prevention education and community outreach programs such as:
  - Hardening Your Home, defensible space requirements and recommendations, the “One Less Spark” campaign, and the Ready, Set, Go! program.
  - “Help Us Find You” visible address sign campaign, ingress/egress routes, and access to water supplies.
  - Burn permit issuance.
- Maintain and improve existing roadside evacuation zone signage and public education programs, reinforcing knowledge of evacuation zones within and surrounding the town.
- Evaluate and seek opportunities to improve existing evacuation planning efforts.
- Maintain existing fuel reduction projects, and seek to develop new projects that will make the Town of Paradise and surrounding areas more fire resilient.
- Implement a variety of fuel reduction methods, including mechanical and manual treatments, grazing, prescribed fire, and other techniques, to reduce hazardous fuels and/or maintain previous hazardous fuel reduction projects.

- Increase collaboration with the Butte County Fire Safe Council, the Paradise Ridge Fire Safe Council, the Paradise Recreation and Park District, Butte County Resource Conservation District, the Prescribed Burn Association, Tribal partners, CAL FIRE, and other entities.
- Support the Paradise Recreation and Park District's Nature-Based Resilience Project.
- Coordinate with the Paradise Irrigation District to maintain and enhance storage, distribution, and hydrant systems for fire suppression.
- Seek opportunities to increase the number of affordable property insurance options in and around the Town of Paradise.
- Conduct and maintain shaded fuel break projects along primary community escape routes.
- Assist the Town of Paradise Fire Department, Paradise Ridge Fire Safe Council, Cal OES, and all other cooperators in rebuilding a safer Paradise.
- Continue testing, maintenance, and enhancement of Early Warning System (EWS) public alert sirens.
- Complete California Environmental Quality Act (CEQA) for the entire town for fuel reduction projects.
- Support South Paradise vegetation management program (VMP).
- Continue to enhance the defensible space inspection and enforcement program pursuant to PRC 4291 and Town of Paradise Code of Ordinances Chapter 8.58.

Table 4.7. Town of Paradise Fire Department Resources

The Town of Paradise Fire Department Resources	
Resource	**Quantity**
Career Firefighters	18
Volunteer Firefighters	2
Station	2
Type 1 Engine (Front Line)	2
Type 1 Engine (Reserve)	1
Type 3 Engine (Cross Staffed)	2



Paradise Fire at scene of a boat fire at Lime Saddle Marina (left) and Paradise Fire Station and Engine 81 (right)

CAL FIRE BUTTE UNIT

The CAL FIRE Butte Unit is responsible for wildland fire protection and prevention for all State Responsibility Areas (SRAs) within Butte County as well as a small portion of southeastern Tehama County (Figure 4.3).

The unit's mission includes wildland fire suppression, fire prevention, vegetation management, public education, and emergency response services. The Unit's resources are listed in Table 4.8.

To effectively carry out its mission, the CAL FIRE Butte Unit is organized into eight battalions, each responsible for a specific area. These battalions work closely with local partners through "Schedule A" cooperative agreements, which support fire protection efforts across the region. Key agreements include partnerships with the Butte County Fire Department and the fire departments for the City of Biggs, City of Gridley, City of Oroville, and the Town of Paradise.

Through long-standing agreements and cooperative arrangements, CAL FIRE and local agencies have developed an integrated approach to fire and emergency response. These partnerships ensure that whether the emergency occurs in a SRA or Local Responsibility Area (LRA), residents benefit from coordinated and comprehensive service delivery.

During periods of extreme fire danger, fire lookout towers located throughout Butte County may be staffed to enhance early fire detection efforts. Additionally, CAL FIRE uses a network of internet-accessible fire cameras installed in collaboration with the ALERTCalifornia consortium for monitoring.

Table 4.8. CAL FIRE Butte Unit Response Resources

Resource	Career
Personnel	250
Stations	11*
Type 3 Engine (Front Line)	16
Type 3 Engine (Reserve)	4
Bulldozers	2
Air Tactical Aircraft	1
Air Tanker	1
Fire Crew (Firefighter 1)	1
Fire Crew (CCC)	4
Fire Crew (Fuel Reduction)	1
Lookout Towers (Staffed as Needed)	5

*Station 55 is owned by Butte County but is staffed and operated by CAL FIRE under agreement. The station is included in the CAL FIRE inventory but is not included in the Butte County Fire Department inventory. Station 63 is jointly staffed by Butte County Fire Department and CAL FIRE and is included in both departments' inventories.

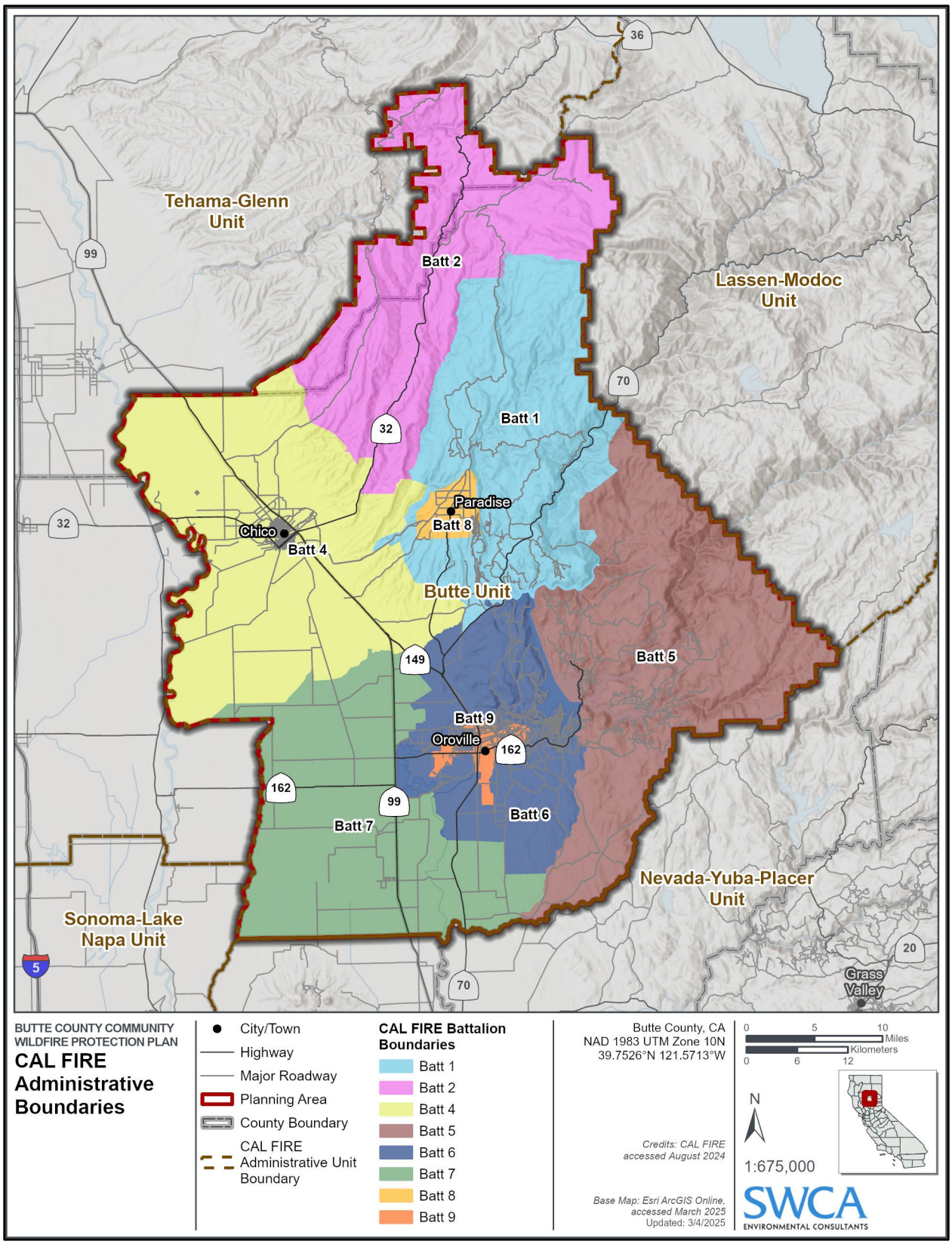


Figure 4.3. CAL FIRE Butte Unit and battalion boundaries within the Butte County CWPP planning area.

Unit Goals and Objectives

The CAL FIRE Butte Unit will continue to follow the goals outlined in the 2018 Strategic Fire Plan for California, as well as the CAL FIRE Strategic Plan 2024. By working alongside local communities and organizations, these objectives aim to strengthen the protection of lives, property, and natural resources from wildfires while boosting the environment's resilience to fire (CAL FIRE 2024i).

CAL FIRE Butte Unit may focus on any of the plan's goals depending on available funding and other factors. However, the unit plans to prioritize the following goals and objectives:

- Collaborate with local stakeholders to assess and prioritize assets at risk, and to identify and implement pre-fire projects.
- Carry out defensible space inspections while encouraging greater compliance with related laws and regulations.
- Inform landowners, residents, and business owners about the risks of living in wildland areas, including their responsibilities, relevant regulations, and steps for prevention and preparedness.
- Align fire protection, resource management, and fire prevention efforts under a unified mission that serves both the State and the local communities.
- Aim to maintain the highest standard of environmental protection across all programs and operations.

Battalion and Program Plans and Priorities

CAL FIRE operates eight battalions across Butte County, each uniquely tailored to address the specific challenges and needs of its communities (CAL FIRE 2024i). These battalions work collaboratively with local agencies, tribal groups, fire safe councils, and other stakeholders to enhance wildfire preparedness, implement fuels reduction projects, and provide vital fire prevention education (CAL FIRE 2024i).
The following sections outline the priorities, programs, and initiatives undertaken by each battalion to safeguard residents, critical infrastructure, and natural resources in this wildfire-prone region.

It should be noted that, while the battalions are numbered sequentially, there is no Battalion Three, which was eliminated as part of a countywide reorganization in the early 2010s.



CAL FIRE Butte Unit personnel (left) and vehicles (right) during the 2024 Park Fire.

Battalion One – Paradise, Magalia, Stirling City, Yankee Hill, Concow

Battalion Overview

Battalion One is located in the central portion of northern Butte County, encompassing numerous small communities, including Magalia, Stirling City, Inskip, Concow, Jarbo Gap, and Yankee Hill, among others.

While the incorporated area within Town of Paradise is not considered to be part of Battalion One, CAL FIRE Station 35 is strategically located inside the Town limits in order to cover the SRA areas surrounding the Town. The incorporated area of the Town of Paradise Fire Department is administered as Battalion Eight and is detailed in the Town of Paradise Fire Department portion of this chapter.

Collaborators

- Butte County Fire Safe Council
- Bureau of Land Management
- Butte County Fire Department
- Butte County Resource Conservation District
- Firewise USA
- Konkow Valley Band of Maidu Indians
- Lassen National Forest
- Mechoopda Indian Tribe of Chico Rancheria
- Pacific Gas & Electric (PG&E)
- Paradise Pines Property Owners Association (PPOA)
- Paradise Ridge Fire Safe Council
- Plumas National Forest
- Sierra Pacific Industries
- Town of Paradise Fire Department
- Yankee Hill Fire Safe Council

Fire History

Battalion One has a history of large fires. The 2021 Dixie Fire, originating in the North Fork Feather River drainage, burned 963,309 acres, making it the largest single-source wildfire in state history. The 2018 Camp Fire, driven by intense winds, devastated Yankee Hill, Concow, Paradise, Magalia, and Butte Creek Canyon, burning 153,336 acres, destroying 18,804 structures, and causing 85 fatalities—the deadliest and most destructive fire in California history. Other notable fires include the North Complex Fire (2020) which burned 152,000 acres, destroyed 2,455 structures, and resulted in 16 fatalities, the Humboldt Fire (2008) at 23,344 acres destroying 254 structures, the Butte Lightning Complex (2008) at 59,440 acres, the Poe Fire (2001) at 8,333 acres, and the Concow Fire (2000) at 1,835 acres, which resulted in one civilian fatality and destroyed 16 homes.

Weather

Battalion One experiences hot, dry summers with low humidity and moderate winds, with north wind events often leading to red flag warnings. The area is known for the "Jarbo Winds", which are down-canyon winds in the Feather River drainage that increase in intensity virtually every night, peaking in the early morning hours, often with gusts of 50 or more miles per hour. The Feather River's steep drainages generate erratic wind patterns, increasing the potential for rapid fire spread. These conditions are typically prevalent in the areas around Yankee Hill and Concow. However, more extreme wind events can drive gusts into Paradise and Magalia, creating a situation conducive to extreme fire behavior.

WUI Situation

Battalion One includes densely populated areas like Paradise Pines as well as numerous scattered intermix zones in the more rural portions of the battalion. The region features critical infrastructure, including hydroelectric facilities and transmission lines. Emergency access is a major concern due to narrow roads and limited routes, especially in densely populated areas. Collaborative efforts with local agencies and fire safe councils enhance preparedness. Public education and enforcement of defensible space regulations are key components. The battalion's strategy focuses on improving evacuation routes and community resilience.

Fuels

The area features diverse vegetation, including grass, chaparral, oak woodlands, and mixed-conifer forests. Post-fire regrowth, including both native and nonnative species, increases the potential for future fires. Proper management of these fuels is crucial to reduce fire hazards and protect the community.

Topography

The terrain is dominated by steep canyons that heavily influence fire behavior. The largest canyons—Butte Creek, West Branch Feather River, and North Fork Feather River—are significant. These topographic features create challenging conditions for fire control, necessitating effective fire management strategies.

Battalion Priorities

- Conduct PRC 4291 and Butte County Code 38A defensible space compliance inspections.
- Cooperatively assist activities of Prescribed Burn Associations (PBAs).
- Maintain Fire Danger warning sign to public.
- Assist with planning and implementing vegetation management projects in and around the Concow area, including the Concow Pyrodiversity project in particular.
- Support the Chipper Program sponsored by Butte County Fire Safe Council.
- Carry out outreach and education at multiple community events, emphasizing:
  - The burn permit process
  - Home hardening
  - Ready, Set, Go!
  - Defensible space requirements
  - The “One Less Spark” campaign
  - The “Help Us Find You” visible address sign campaign
  - Ingress/egress routes
  - Water accessibility
- Conduct fuel reduction projects along primary community escape routes.
- Conduct fuel reduction projects in and around Magalia, Paradise Pines, and Yankee Hill.
- Assist residents in maintaining visible and reflective address signs.

Battalion Two – Cohasset, Forest Ranch, Butte Meadows, Jonesville

Battalion Overview

Battalion Two is located in the northern portion of Butte County and also includes a small portion of southeastern Tehama County that is part of the CAL FIRE Butte Unit. Communities include Cohasset, Forest Ranch, Butte Meadows, and Jonesville.

Collaborators

- Big Chico Creek Ecological Reserve
- Butte County Fire Safe Council
- Buzztail Community Services District
- Butte County Fire Department
- Butte County Resource Conservation District
- Butte Meadows/Jonesville Community Association
- California Department of Transportation (Caltrans)
- Cohasset Community Association
- Cohasset Fire Safe Council
- Crown Point Road Association
- Firewise USA
- Forest Ranch Fire Safe Council
- Lassen National Forest
- Loafer Creek LLC
- Mechoopda Indian Tribe of Chico Rancheria
- Sierra Pacific Industries

Fire History

Since 1917, the battalion has experienced numerous large fires, with most of the 1,000+ acre fires occurring west of Highway 32. The 1999 Musty Fire burned 16,757 acres, extending from just north of the City of Chico toward the community of Cohasset, while the 2013 Panther Fire scorched 6,896 acres northwest of Butte Meadows. The 2012 Mill Fire burned 1,641 acres at the far northern end of the battalion, and the 2018 Camp Fire was stopped along the southeastern battalion boundary, threatening Forest Ranch and Butte Meadows. Similarly, the Park Fire, which started in the City of Chico, followed a progression similar to the 1999 Musty Fire, leaving a significant impact on the area.

In the eastern portion of the battalion, between Highway 32 and the communities of De Sabla, Inskip, and Butte Meadows, fire activity has been notably sparse since 1926. The only significant event in nearly 100 years was the 947-acre 1-12 Lightning Fire in 2020, just north of Forest Ranch. This creates an area with tens of thousands of acres of heavily forested timberlands with virtually no recorded fire history. This area represents the only significant portion of the county's timberland untouched by fire in the past 7 years. Additionally, the battalion has witnessed devastating regional events, including the 1999 Butte Lightning Complex, which burned over 33,000 acres, and the 2024 Park Fire, an arson-caused blaze that burned more than 429,000 acres across Butte and Tehama Counties.

Weather

Battalion Two experiences high summer temperatures and low humidity with north winds often triggering red flag warnings, presenting a heightened risk for extreme fire behavior. Lightning is cyclic in this area and is generally a minor occurrence, although there have been lighting storms in the past that have started numerous damaging fires as noted in the battalion fire history section above.

WUI Situation

Battalion Two covers the Chico foothills and communities along Highway 32, featuring a mixture of wildland-urban interface and intermix areas. Protecting structures in this area is challenging as they are not densely located. This can require many more resources to accomplish compared with a more urban interface environment where a single resource can potentially protect more than one structure.
The region's steep terrain and dense vegetation complicate firefighting efforts. Cohasset's single access road presents significant evacuation challenges. Collaborative efforts with local agencies and fire safe councils enhance preparedness. Public education and enforcement of defensible space regulations are critical components.

Fuels

Vegetation in Battalion Two ranges from grasses and chaparral brush in the lower elevations to oak woodlands in the middle elevations and timber in the higher elevations. Dense brush understories, including manzanita, scotch broom, ceanothus, and poison oak, complicate firefighting efforts. Some areas of undeveloped lots or greenbelts have very dense brush, which can affect fire behavior. Proper management of these fuels is essential to reduce fire hazards and protect the community.

Topography

The area is characterized by steep canyons and drainages, which limit access for firefighting equipment and reduce options for placing control lines. These challenging topographic features can lead to fires becoming well-established and difficult to control. Effective fire management must account for these topographic challenges.

Battalion Priorities

- Perform PRC 4291 and Butte County Code 38A defensible space compliance inspections in risk areas and heavily populated areas.
- Maintain Fire Danger warning sign in Forest Ranch and Cohasset.
- Conduct fuels reduction work: Doe Mill Ridge project, Big Chico Creek Ecological Preserve, Turkel project in Forest Ranch, Loafer Creek LLC/Mud Creek VMP/Iron Canyon VMP in the Cohasset area, and additional projects in the Cohasset, Forest Ranch, and Butte Meadows communities.
- Continue work on fuel reduction along Cohasset Road with Butte County Roads Department/Public Works.
- Support the Chipper Program sponsored by Butte County Fire Safe Council.
- Continue working with Butte County Fire Safe Council on fuels reduction work in the Cohasset, Butte Meadows, Jonesville, and Forest Ranch communities.
- Enhance cooperative efforts between BCRCD, PBA, and CAL FIRE for prescribed burns, emphasizing the goal of increasing the scale and effectiveness of prescribed burns.
- Cooperatively assist Sierra Pacific Industries with the H-line VMP/Shaded Fuel Break as well as identifying, implementing, and maintaining future shaded fuel breaks to increase public safety.
- Continue to explore future VMP opportunities.
- Work with community and cooperators in providing fuels work along evacuation routes and identifying community assembly areas.

- Support planning efforts and project that encourage the development and/or maintenance of safe ingress and egress routes for residents and fire personnel during emergency incidents.
- Additional planning efforts including post-fire hazard tree removal as well as maintaining fuel breaks that were created during the Park Fire suppression efforts.
- Support the development and implementation of fuel reduction and broadcast burning projects in the Little Chico Creek and Butte Creek drainages near Forest Ranch.
- Carry out outreach and education at multiple community events, emphasizing:
  - The burn permit process
  - Home hardening
  - Ready, Set, Go!
  - Defensible space requirements
  - The “One Less Spark” campaign
  - The “Help Us Find You” visible address sign campaign
  - Ingress/egress routes
  - Water accessibility



2024 Park Fire Response efforts in Butte County.

Battalion Four – Unincorporated Chico Areas, Durham, Nord, Butte Creek Canyon, Butte Valley

Battalion Overview

Battalion Four is located in northwestern Butte County and covers the unincorporated areas in and around the greater Chico area, including the communities of Nord, Durham, Butte Creek Canyon, Centerville, and Butte Valley. This includes the main campus of Butte College. The incorporated area of the City of Chico is detailed in a separate portion of this chapter.

Collaborators

- Butte County Fire Department
- Butte County Resource Conservation District
- Butte County Fire Safe Council
- California State Parks
- City of Chico Fire Department
- Firewise USA
- Hamilton City Fire Department
- Mechoopda Indian Tribe of Chico Rancheria
- Mendocino National Forest
- National Park Service
- Tehama County Fire Department

Fire History

Wind is the dominant factor in fire spread within the battalion. Notable fires include the 2008 Humboldt Fire (23,344 acres and 254 structures destroyed), and the 2018 Camp Fire, which impacted much of Centerville and Butte Creek Canyon. The 2024 Park Fire (429,603 acres across Butte and Tehama Counties) caused significant devastation in the foothill areas of Butte County, and lead to extensive evacuation warnings and orders throughout the northern portion of Battalion Four. Areas north of Chico and toward Butte Creek Canyon received evacuation orders and warnings.

Weather

Battalion Four experiences typical weather patterns for the region, with high summer temperatures, low humidity, and red flag conditions during north wind events. These conditions necessitate proactive fire management and preparedness measures. The area receives approximately 28 inches of annual rainfall due to its lower elevations.

WUI Situation

Battalion Four includes the greater unincorporated area around Chico, featuring a mix of residential, agricultural, and wildland areas. Key infrastructure includes highways, railroads, and Butte College. The region faces challenges like narrow access routes, steep slopes, and vulnerable building materials. Collaborative efforts with local agencies and fire safe councils enhance preparedness. Public education and enforcement of defensible space regulations are critical components. The battalion's strategy focuses on improving evacuation routes and community resilience.

Fuels

The area is predominantly characterized by oak woodlands and grasses, with some brush occurring above 1,000 feet in elevation. Light to medium fuels, such as annual grasses and chaparral brush, pose

significant fire suppression challenges. Proper management of these fuels is crucial to reduce fire hazards and protect the community.

Topography

The topography is mainly flat in the valley region, while the Chico foothills feature a gentle slope of approximately 15% with a predominantly western aspect. Several watercourses, including Butte Creek and Little Chico Creek, traverse the area, influencing local fire dynamics. Effective fire management must account for these topographic challenges.

Battalion Priorities

- Expand the relationship with local Native Tribes, including projects such as the Mechoopda Indian Tribe of Chico Rancheria's Camelot Equestrian Center VMP.
- Conduct PRC 4291 and Butte County Code 38A defensible space compliance inspections.
- Cooperatively assist activities of Prescribed Burn Associations.
- Maintain Fire Danger warning sign to public.
- Maintain and expand current vegetation management projects in the adjacent Cohasset and Forest Ranch areas in conjunction with the adjacent battalion.
- Continue to explore future VMP opportunities.
- Collaborate with formation of new fire safe council(s) in the lower Butte Creek Canyon/Stilson Canyon/Eastern Chico area.
- Explore opportunities to collaborate with the City of Chico and Big Chico Creek Ecological Reserve (BCCER) vegetation management projects.
- Establish evacuation signage in the Butte Creek Canyon area, clearly identifying evacuation zones and escape routes.
- Carry out outreach and education at multiple community events, emphasizing:
  - The burn permit process
  - Home hardening
  - Ready, Set, Go!
  - Defensible space requirements
  - The "One Less Spark" campaign
  - The "Help Us Find You" visible address sign campaign
  - Ingress/egress routes
  - Water accessibility

Battalion Five – Bangor, Berry Creek, Forbestown, Feather Falls

Battalion Overview

Battalion Five is located in southeastern Butte County and covers the communities of Bangor, Robinson Mill, Forbestown, Feather Falls, and Berry Creek, among others.

Collaborators

- Berry Creek Fire Safe Council
- Butte County Fire Safe Council
- Butte County Fire Department
- Butte County Resource Conservation District
- California Department of Water Resources
- California State Parks
- CHY Company
- Enterprise Rancheria
- Firewise USA
- Forbestown Ridge Fire Safe Council
- Foothill Fire Protection District
- Lake Wyandotte Firewise Community
- Loma Rica/Browns Valley Community Services District
- Plumas National Forest
- Sierra Pacific Industries
- Soper Wheeler Company

Fire History

Battalion Five has experienced numerous significant fires in recent history. The August 1999 Butte Lightning Complex ignited more than a dozen fires across the Butte Unit, burning a total of 60,000 acres, including the 34,236-acre Bucks Fire, the 2,610-acre Bloomer Fire, and the 1,572-acre South Fire. In June 2008, another lightning event sparked more than a dozen fires within Battalion Five, contributing to a total of 32,000 acres burned in the area. Notable incidents included the Scotch Fire (13,008 acres), South-Frey Fire (12,402 acres), Friend-Darnell Fire (4,112 acres), and Fox Fire (1,870 acres).

More recently, in 2013, the Swedes Fire burned 2,462 acres and destroyed seven structures. The area later experienced the Lumpkin Fire in 2015, which burned 1,040 acres. Multiple significant fires occurred in 2017, including the Wall Fire (6,033 acres, 91 structures), and Ponderosa Fire (4,016 acres, 55 structures). The 2020 Lightning Complex ignited several smaller fires within the battalion, many of which were located within the burn perimeter of the later occurring 2020 North Complex Fire, which ultimately burned over 152,000 acres across Butte County, much of it within Battalion Five.

Weather

Battalion Five experiences high to very high summer temperatures, low humidity, and light to moderate south winds influenced by high-pressure systems. North wind events and thunderstorms can significantly heighten the risk of extreme fire behavior. These conditions necessitate vigilant fire management practices.

WUI Situation

Battalion Five encompasses three prominent ridges and includes the communities of Berry Creek, Brush Creek, Mountain House, Feather Falls, Forbestown, Clipper Mills, Bangor/Rackerby, Hurleton, Robinson

Mill, Swedes, and several Tribal Rancherias, alongside significant land holdings from Sierra Pacific Industries and other timber companies, as well as state and federal lands.

Berry Creek, while the most compact of these communities, remains a wildland-urban intermix. Its remote location poses challenges for timely emergency response in the event of fast-moving fires, a concern underscored by the destruction of most homes during the 2020 North Complex Fire. The aftermath presents new dynamics for WUI defense strategies, with homes now more sparsely spaced and ongoing rebuilding efforts.

Feather Falls, situated on Lumpkin Ridge, also faces similar challenges, with access provided via Lumpkin Road. Many homes were lost in the North Complex Fire, altering the WUI dynamic. Seasonal traffic from logging trucks and recreational vehicles increases during spring and summer. Although recreational traffic has decreased post-fire, new challenges arise from rebuilding efforts, fire hazard abatement, and tree removal. Many residents live on poorly maintained remote roads, leading to limited address identification, though an evacuation plan has been established.

Forbestown Ridge includes the community of Forbestown, adjacent to Yuba County. Steep mountain roads complicate emergency response times. Critical infrastructure for South Feather Water and Power is located here, including the main office of their Power Division, hydroelectric plants, canals, dams, and tunnels. Major reservoirs in the area consist of Little Grass Valley, Lost Creek, Sly Creek, and Ponderosa. The North Yuba Water District also has infrastructure in Forbestown, including a water treatment plant serving both Butte County and Yuba County residents. The Butte County Fire Department collaborates with the Foothill Fire Protection District and Loma Rica/Brownsville Community Services District in Yuba County through automatic aid agreements.

Active fire safe councils in Berry Creek, Forbestown, and Merry Mountain Village focus on evacuation planning, fuel hazard reduction, and public outreach and education.

Overall, communities within Battalion Five face challenges including limited defensible space, limited turnaround space for emergency vehicles, vulnerable construction materials, roads in rough conditions, and inadequate water supply for fire protection.

Fuels

The area features diverse vegetation types, including annual grasses, oak woodlands, thick brush, and mixed-conifer forests. Post-fire regrowth, including both native and nonnative species, increases the potential for future fires. Proper management of these fuels is crucial to reduce fire hazards and protect the community.

Topography

The elevation varies significantly, ranging from 400 to over 4,000 feet. The landscape is marked by numerous steep canyons, with the two primary canyons forming the Middle and South Forks of Lake Oroville. These topographic features create challenging conditions for fire control, necessitating effective fire management strategies.

Battalion Priorities

- Support the Phoenix VMP and Swedes Flat VMP projects in the Forbestown/Swedes Flat area.
- Support the California Department of Water Resources/California State Parks fuel reduction project in the area of Craig access road.

- Perform PRC 4291 and Butte County Code 38A defensible space compliance inspections in risk areas and heavily populated areas.
- Cooperatively assist activities of Prescribed Burn Associations.
- Maintain Fire Danger warning sign to public.
- Support planning efforts and projects that encourage the development and/or maintenance of safe ingress and egress routes for residents and fire personnel during emergency incidents.
- Conduct additional planning efforts including post-fire hazard tree removal as well as maintaining fuel breaks that were created during the North Complex Fire suppression efforts.
- Continue working on fuels reduction projects in and around the community of Forbestown.
- Support the Chipper Program sponsored by the Butte County Fire Safe Council.
- Development and implementation of emergency notification systems.
- Collaborate with agencies in Butte and Yuba Counties to develop and implement a cross-boundary vegetation management project.
- Carry out outreach and education at multiple community events, emphasizing:
  - The burn permit process
  - Home hardening
  - Ready, Set, Go!
  - Defensible space requirements
  - The “One Less Spark” campaign
  - The “Help Us Find You” visible address sign campaign
  - Ingress/egress routes
  - Water accessibility



Sunset during the 2024 Park Fire.

Battalion Six – Unincorporated Oroville, Palermo, Kelly Ridge

Battalion Overview

Battalion Six is located in south-central Butte County and covers the unincorporated areas surrounding the City of Oroville, as well as the communities of Palermo, Kelly Ridge, and Cherokee. The incorporated area of the city of Oroville is administered as Battalion Nine and is detailed in the City of Oroville Fire Department portion of this chapter.

Collaborators

- Butte County Fire Safe Council
- Butte County Fire Department
- Berry Creek Rancheria
- Butte County Resource Conservation District
- California Department of Fish and Wildlife - Oroville Wildlife Area
- California Department of Parks and Recreation
- California Department of Water Resources
- City of Oroville Fire Department
- Firewise USA
- Mooretown Rancheria

Fire History

Significant fire history since 1990 includes a range of wind-driven grass and riparian fires, as well as topography-driven brush fires in the WUI. Many of these WUI fires have resulted in structural losses, including the 2024 Thompson Fire, which burned approximately 3,789 acres north of Oroville, impacting East Oroville and Kelly Ridge, and destroyed 26 structures while damaging another eight. In 2024, the 1,056-acre Junes Fire burned one structure and the 691-acre Apache Fire burned an additional 14 structures just south of the community of Palermo. Other notable wildfire events in Battalion Six include the 2008 Ophir Fire, which burned 959 acres and destroyed 78 structures, and the 2017 Cherokee Fire, which burned 8,415 acres and destroyed six structures.

Weather

Battalion Six generally aligns with the unit-wide weather patterns, featuring high summer temperatures and low humidity. The eastern foothills, especially areas below the Oroville Dam, experience regular nightly downhill and down-canyon winds. These conditions necessitate vigilant fire management practices.

WUI Situation

Battalion Six includes unincorporated areas around Oroville, featuring a mix of residential, agricultural, and wildland areas. Key infrastructure includes the Oroville Dam, powerhouses, and high-voltage transmission lines. The region faces challenges like narrow roads, limited defensible space, and inadequate water supply. Collaborative efforts with local agencies and fire safe councils enhance preparedness. The battalion's strategy focuses on enhancing community education, enforcing defensible space regulations, and partnering with cooperators to increase the pace and scale of fuel reduction.

Fuels

The area features grasslands transitioning to oak woodlands and brush at higher elevations. The 11,869 acre Oroville Wildlife Area primarily features riparian woodland and grassland habitats. Proper management of these fuels is crucial to reduce fire hazards and protect the community.

Topography

The southern portion of Battalion Six is mostly flat, with slopes increasing as the area extends eastward. The steepest slopes are found near Cherokee Ravine and the Oregon Gulch drainage, while the northeastern area features gentler slopes but is interspersed with multi-directional drainages. Access throughout the region is challenging due to limited and irregular road placement, which can complicate fire suppression efforts and emergency response The southern portion of Battalion Six is mostly flat, with slopes increasing as the area extends eastward. These topographic features create challenging conditions for fire control, necessitating effective fire management strategies.

Battalion Priorities

- Perform PRC 4291 and Butte County Code 38A defensible space compliance inspections in risk areas and heavily populated areas.
- Cooperatively assist activities of Prescribed Burn Associations.
- Maintain Fire Danger warning sign to public.
- Conduct VMP activities in the Oroville Wildlife Area and the Lake Oroville State Park System including Kelly Ridge Point, Loafer Creek, Diversion Pool, and the Forebay.
- Conduct vegetation management on private lands in the Long Bar area adjacent to the Feather River Diversion Pool.
- Reduce debris burning caused vegetation fires by education and enforcement.
- Continue working with the California Department of Water Resources and other agencies on constructing and maintaining fuel breaks in and around the Kelly Ridge community and the “Western Pacific Addition” (WP Addition) area of northern Oroville in the general area of Long Bar Road/Lakeland Boulevard/Canyon Highlands Road.
- Work with property owners in the Wall and Swedes Fire scars to reduce dead fuels by conducting VMP projects.
- Construct community billboard signs for defensible space education in partnership with local fire safe councils.
- Support the Chipper Program sponsored by BCFSC.
- Work with various neighborhood watch groups on defensible space education and what to do when wildfire strikes.
- Work with community and cooperators in providing fuels work along evacuation routes and identifying community assembly areas.
- Continue to develop and implement the Wyandotte Hazardous Fuel Reduction project in the area of Oro Bangor Highway and Miners Ranch Road.

- Carry out outreach and education at multiple community events, emphasizing:
  - The burn permit process
  - Home hardening
  - Ready, Set, Go!
  - Defensible space requirements
  - The “One Less Spark” campaign
  - The “Help Us Find You” visible address sign campaign
  - Ingress/egress routes
  - Water accessibility



Ground-level photograph capturing the intensity of the 2024 Thompson Fire and active fire response.

Battalion Seven – Biggs, Gridley, Richvale

Battalion Overview

Battalion Seven encompasses the southwest corner of Butte County and covers the cities of Biggs and Gridley as well as the communities of Richvale and Honcut. While the fire departments of the cities of Biggs and Gridley are administered as part of Battalion Seven, details specific to each of these fire departments are included in their own entries in the fire department section in this chapter.

Collaborators

- Butte County Fire Safe Council
- Butte County Fire Department
- Butte County Resource Conservation District
- California Department of Fish and Wildlife Wildlife-Gray Lodge Wildlife Area
- City of Biggs
- City of Gridley
- Firewise USA
- Hallwood Community Services District
- Live Oak Fire Department
- Loma Rica/Browns Valley Fire Department
- Marysville Fire Department
- Sutter County Fire Department

Fire History

There have been numerous small- to mid-size fires throughout the battalion, especially in the eastern portion in the riparian areas along the Feather River. Large fires include the 1990 Midway (542 acres), 1991 Ranch (517 acres), and the 1991 Grey Lodge (2,643 acres).

Weather

Battalion Seven experiences high summer temperatures, low humidity, and light to moderate southerly winds. North wind events can create red flag conditions, significantly increasing the potential for extreme fire behavior.

WUI Situation

Battalion Seven includes residential zones surrounded by agricultural lands, with key infrastructure such as power lines and wildlife areas. The primary wildfire risk comes from grasslands and vegetation near critical infrastructure. The region faces challenges like limited defensible space and inadequate water supply. Collaborative efforts with local agencies and fire safe councils enhance preparedness. Public education and enforcement of defensible space regulations are critical components.

Fuels

The area features grasslands, oak woodlands, and agricultural lands, with dense fine fuels in riparian areas, especially along the Feather River. Proper management of these fuels is crucial to reduce fire hazards and protect the community. The battalion also includes portions of the Oroville Wildlife Area, where vegetation management and prescribed burns can enhance habitat conditions.

Topography

The topography is predominantly flat, with elevations ranging from 50 to 110 feet. The primary distinguishing feature of the area is the river bottom along the Feather River.

Battalion Priorities

- Perform PRC 4291 and Butte County Code 38A defensible space compliance inspections in risk areas and heavily populated areas such as Honcut, Richvale, and Nelson.
- Cooperatively assist activities of Prescribed Burn Associations.
- Maintain and update Fire Danger warning signs for the public.
- Demonstrate fire-resistant landscaping and building materials at the Butte County Fair.
- Carry out outreach and education at multiple community events, emphasizing:
  - The burn permit process
  - Home hardening
  - Ready, Set, Go!
  - Defensible space requirements
  - The “One Less Spark” campaign
  - The “Help Us Find You” visible address sign campaign
  - Ingress/egress routes
  - Water accessibility



Gridley Fire’s Truck 74 at the Virginia Fire in 2023.

Battalion Eight – Town of Paradise

Battalion Overview

Battalion Eight consists of the entire Town of Paradise incorporated area. While the Town of Paradise Fire Department is administered as Battalion Eight, it is an independent jurisdiction and, as such, is detailed in the Town of Paradise Fire Department portion of this chapter.

Battalion Nine – City of Oroville

Battalion Overview

Battalion Nine consists of the entire City of Oroville incorporated area. While the City of Oroville Fire Department is administered as Battalion Nine, it is an independent jurisdiction and, as such, is detailed in the City of Oroville Fire Department portion of this chapter.



Example of Battalion Nine fire response apparatus.

Unit Programs

The CAL FIRE Butte Unit administers many programs that support the 2018 Strategic Fire Plan for California (CAL FIRE 2024i). These programs are described in detail in the following sections.

Fire Prevention Bureau

The Butte Unit Fire Prevention Bureau oversees various critical functions, including investigating fire origins and causes, public education and information dissemination, fire hazard mitigation, fire planning, issuing burn permits, conducting life safety inspections, and enforcing fire-related laws. Each of these functions plays a vital role in creating a comprehensive fire prevention strategy.

The Bureau addresses the fire investigation needs of the unit, particularly for complex cases such as fire-related fatalities, commercial buildings, arson incidents, and detailed follow-up investigations. Through these investigations, specific trends in fire causes can be identified, leading to targeted prevention initiatives like education and enforcement campaigns (CAL FIRE 2024i). The Bureau has established an enforcement policy for individuals who allow their fires to become uncontrolled. Responsible parties may face administrative actions through a Fire Safety Inspection Legal Notice (LE 38 form), civil actions with a demand letter for fire suppression costs, or criminal charges through court citations.

Additional functions of the Fire Prevention Bureau are Public Information and Education, the Fire Marshal's Office, and the Defensible Space Inspection program. Each of these functions is detailed below.

Public Information and Education

Butte County's Information and Education programs are collaborative initiatives supported by the Fire Prevention Bureau, Volunteers in Prevention, fire station staff, the Butte County Fire Chief's Association, and the Butte County Sheriff's Office (CAL FIRE 2024i).

Public Information

The public information function is staffed 24 hours per day by Incident Command System (ICS)-qualified Public Information Officers (PIOs). When a PIO is not immediately available, the CAL FIRE Butte Unit's Emergency Command Center personnel assume public information duties. The primary goal of this function is to keep the citizens of Butte County informed by providing timely and accurate information. This is achieved through a robust social media presence, a dedicated marketing campaign funded by various grants known as "Be Ready, Butte," and outreach to a wide range of media outlets across the northern Sacramento Valley, including newspapers and television/radio broadcast media.

Training for the Information Call Center and Joint Information Center is conducted collaboratively with various agencies to enhance interagency relationships and ensure a pool of qualified call-takers.

Butte County also cooperates with 211, a professional call answering and information service, ensuring accurate and official information can be provided to the public 24 hours per day during major incidents.

Public Information Officers plan and coordinate joint information releases covering topics such as Summer Safety and Heightened Fire Danger, Changing Smoke Detector Batteries, Holiday Home Safety, and Fall Home Heating Safety (CAL FIRE 2024i).

Public Education and Outreach

Annually, thousands of residents in Butte County, including both children and adults, participate in numerous events such as school programs, fair exhibits, and community gatherings. Presentations cover

essential topics, including Stop, Drop and Roll; Home Safety; Fire Safety; and Defensible Space, as well as career fairs targeting youth ages 12–22 to provide information about employment opportunities within CAL FIRE.

The success of public education in Butte County is attributed to the dedication and collaboration of multiple agencies, community engagement, and the efforts of fire station personnel. Organizations like the Butte County Fire Safe Council and the Butte County Sheriff's Office partner with CAL FIRE to deliver consistent and impactful safety messages. Approximately 80% of the educational hours contributed each year come from fire station personnel. Their presence at community events adds a personal touch to the messaging, reinforcing CAL FIRE's commitment to customer service (CAL FIRE 2024i).

Additionally, Defensible Space Inspectors (DSIs) travel throughout the county, educating residents on the knowledge and skills needed to comply with defensible space requirements, including California Public Resource Code (PRC) 4291 and Butte County Ordinance Chapter 38A. These inspectors go door-to-door, providing educational materials and guidance on creating the defensible space necessary to protect homes. The goal is to reach every homeowner in Butte County's State Responsibility Area, either through in-person visits or by mail. (CAL FIRE 2024i).

Please see Appendix F for a detailed list of educational resources within the county.

Fire Marshal's Office

The Butte County Fire Marshal's Office is dedicated to protecting life, property, and the environment through proactive fire prevention and safety initiatives. In partnership with CAL FIRE and the Butte County Cooperative Fire Agencies, the office takes a hands-on approach to risk reduction. Staffed by two fire captains, the Fire Marshal's Office collaborates with all CAL FIRE and Butte County Fire Department stations to implement an extensive fire inspection program. The team also works closely with local developers and business owners, offering guidance on fire and life safety engineering, permitting, and inspections. Their mission is to create a safer community through education, leadership, and collaboration.

The Fire Marshal's Office enforces key provisions of the Butte County Improvement Standards and the California Building Standards Code across the county. This includes overseeing use permits, building permits, and enforcing Title 19 of the California Code of Regulations for regulated occupancies in unincorporated Butte County. The Fire Protection Planning Officer ensures compliance with the Public Resources Code, California Minimum Fire Safe Regulations, and other applicable codes related to new construction, land divisions, use permits, and more.

In alignment with the California Wildfire Prevention Plan, the Fire Marshal's Office focuses on both structural fire resilience and pre-fire management strategies. These efforts include improving emergency vehicle ingress and civilian egress, ensuring proper addressing, enforcing ignition-resistant construction, maintaining defensible space, providing adequate fire protection water supplies, and managing vegetation. Additionally, the office employs proven vegetation management practices when reviewing and approving landscaping and fuel modification plans.

By combining inspections, code enforcement, and public education, the Fire Marshal's Office plays a vital role in translating state-level wildfire prevention strategies into practical, actionable goals at the county level. This comprehensive approach enhances community resilience against wildfires through proactive planning and collaboration with various state, county, and local entities.

Defensible Space Inspection Program

The Defensible Space Inspection (DSI) Programs for the CAL FIRE Butte Unit and Butte County Fire Department are operated jointly under the administration of the Fire Prevention Bureau. Staffing for the DSI program includes one Fire Captain who manages the program, five inspectors who work year-round, and three additional inspectors hired on a seasonal basis. One of the year-round inspectors specializes in conducting inspections for real estate transactions in High or Very High Fire Hazard Severity Zones (FHSZs), as mandated by California Civil Code Section 1102.19, which went into effect on July 1, 2021, following the passage of Assembly Bill 38 (California Legislative Information 2019a).

While California Public Resources Code (PRC) 4291 establishes the minimum defensible space requirements statewide, Butte County has further refined these requirements in its Fire Prevention and Protection Ordinance (Chapter 38A of the Butte County Code). This ordinance requires inspections of unincorporated properties in the county for fire hazards along travel routes, in the 5-foot noncombustible zone surrounding structures, and within 100 feet of structures, regardless of property boundaries. The objective of these inspections is to mitigate the risk of uncontrolled fires, limit the spread of fires to neighboring properties, reduce barriers to firefighting efforts, enhance the chances for firefighters to safeguard lives, protect populated areas, and prevent residential fires from spreading into wildland areas.

Properties that fail to meet the standards set by PRC 4291 and Butte County Chapter 38A will undergo follow-up inspections. These follow-ups will be documented, tracked, and prioritized based on the number of violations for each property, potential community impact, inspector availability, and resident requests for follow-up inspections or clarification. Parcels that remain out of compliance may be referred to Butte County Code Enforcement for follow-up action, which may include obtaining a court-ordered abatement.

The regulations outlined in PRC 4291 and Chapter 38A are designed to collaborate in preventing the occurrence of devastating large fires that can threaten entire communities, as witnessed frequently in recent years (CAL FIRE 2024i).

Training and Safety Bureau

The Butte Unit Training, Safety, and EMS Bureau is responsible for the delivery and documentation of training for all career and volunteer personnel. The Bureau is also responsible for coordinating and facilitating the unit-wide training plan, matching training courses with approved personnel training requests, and maintaining a central location for updated training records for all employees.

The Training and Safety Bureau is staffed with a Training Battalion Chief, a Safety Battalion Chief, and four Fire Captains, with one Fire Captain each assigned to Safety, Emergency Medical Services (EMS) training, Volunteer Firefighter program coordination, and oversight of the California Joint Apprenticeship Committee training program for new employees.

The Bureau will ensure that all federal, state, and local training mandates, laws, and regulations are followed as they pertain to training. The Bureau will operate within and enforce the policies, procedures and protocols of CAL FIRE, Butte County Fire Department, and the Butte County Fire Chiefs Association.

Annually, the Training and Safety Bureau provides and/or coordinates approximately 100,000 student instructional hours to over 420 career and 140 volunteer firefighters from CAL FIRE Butte Unit, Butte County Fire Department, and personnel from other Butte County Training Officer Association agencies. A significant amount of staff time is required to coordinate students, courses, instructors, recording and tracking training, and ensuring personnel ICS qualifications are accurately listed in the national Interagency Resource Ordering Capability (IROC). Moreover, the Training and Safety Bureau is charged with ensuring the safety for 29 fire department owned and/or operated facilities throughout Butte County.

Training and Safety Bureau Objectives

- Enforce state/federal law, and CAL FIRE/Butte County Fire Department training policies, procedures, and protocols as they apply to career and volunteer personnel.
- Ensure that all personnel receive the opportunity for training that is required for their specific positions.
- Document and track certification currency of all employees training in a common database (Vector Solutions).
- Work with the CAL FIRE Region Office and the CAL FIRE Training Center regarding the allocation of training for CAL FIRE personnel and the presentation of training at regional training locations.
- Work with cooperators at Butte Community College to ensure communications, cooperation, and coordination of all public safety training.
- Work with cooperators as a member of the Butte County Training Officers Association.
- Meet or exceed those training standards identified in the CAL FIRE Training handbook.
- Implement the training priorities set by the Butte Unit's executive staff.
- Identify the needs of each employee to help achieve career development goals.
- Seek alternative funding sources in the form of grants, participation with universities, and sharing courses with other agencies.
- Provide and ensure safe working conditions and facilities.
- Ensure facilities meet CAL FIRE's Injury & Illness Prevention Program (IIPP) standards, as well as Occupational Safety and Health Administration (OSHA) and environmental requirements.



Aerial view of the Table Mountain Bridge in Oroville, Butte County.

Fire Crew Program

Magalia Fire Center

The Magalia Fire Center started in 1949 as the Magalia Camp under the California Department of Forestry and Fire Protection (then known as the California Division of Forestry, now known as CAL FIRE) and California Department of Corrections (CDC). CAL FIRE and CDC continued to jointly manage the camp until approximately 1973 when CDC withdrew inmates from the camp. In about 1974, the camp again opened as the Butte Ecology Center, this time jointly operated by CAL FIRE and the California Ecology Corps. The Ecology Corps continued to exist until 1978 when the camp became Butte Fire Center under the joint direction of CAL FIRE and the California Conservation Corps (CCC) and remained so until 2003 when the CCC withdrew.



Magalia Fire Center fire crew members work at the "Cave" prescribed burn near Cohasset in 2023.

From 2003 until 2016 the Butte Fire Center (owned by CAL FIRE) was used as a northern region training facility for firefighters throughout California. In 2016, CAL FIRE and CCC rejoined operations as a fire crew facility. In 2020, the Butte Fire Center changed its name to the Magalia Fire Center and continues to be a joint effort between CAL FIRE and the CCC.

CCC crew members go through a rigorous two-week CAL FIRE Fire Crew training program before being assigned to a fire crew. As a CAL FIRE/CCC Type 1 fire crew, they respond statewide to wildland fires, search and rescue, and flood fighting incidents. While not fighting fires, the fire crews work on fire hazard reduction and other community projects.

CAL FIRE staff train and supervise the fire crews, provide forest practice operations, and operate a full vehicle repair shop.

The current staffing model provides 24-hour coverage 7 days per week during peak staffing with Type 1 Fire Crews. During winter periods, crews are typically staffed during daytime hours from Monday through Friday, but can be staffed on a 24-hour, 7-day-per-week basis as emergency response needs dictate.

Magalia Fire Center is currently funded for:

- CAL FIRE Staff
  - 1 Battalion Chief
  - 12 Fire Captains
  - 13 Fire Apparatus Engineers
  - 1 Staff Services Analyst
  - 1 Stationary Engineer
  - 1 Forestry Tech
- CCC Staff
  - 1 District Director
  - 1 Conservation Supervisor
  - 2 "C2" (Conservationist 2) Crew Supervisor
  - 5 "C1" (Conservationist 1) Crew Lead
  - 82 CCC Firefighters
  - 1 Administrative Officer
  - 1 Office Technician
  - 1 Office Administrator
  - 1 Navigator
  - 5 Special Corps Members

Table Mountain Fire Center

The Table Mountain Fire Center started in July of 2023 when CAL FIRE augmented hand crew resources in both the northern and southern regions of the state. With the augmentation of hand crew resources, CAL FIRE Butte Unit was directed to establish a Fire Center in southern Butte County.

The current staffing model provides 24-hour coverage 7 days per week from March to December with Type 1 Fire Crews. Table Mountain Fire Crews provide statewide emergency response as well as fuel reduction work to reduce the overstocked wildland-urban interface (WUI) surrounding the communities in Butte County.

Table Mountain Fire Center is currently funded for:

- 1 Battalion Chief
- 4 Fire Captains
- 3 Fire Apparatus Engineers
- 40 Firefighters
- 1 Staff Services Analyst
- 2 Supervising Cooks
- 2 Food Service Technicians



Table Mountain Fire Crew 1 responding to the 2024 Park Fire.

Resource Management

To support the 2018 Strategic Fire Plan for California, CAL FIRE Butte Unit Resource Management staff administers several programs aimed at reducing wildfire risks through targeted vegetation management. These programs encompass fuels reduction, fire suppression repair, forest and range health assessments, environmental review, and partnerships with private landowners to address fuels management across the unit.

Forest Practice Enforcement

CAL FIRE Resource Management staff are tasked with enforcing the California Forest Practice Act and Forest Practice Rules concerning timber operations on private timberlands. This enforcement process begins with an initial project review and continues throughout the timber harvesting process until its completion. The management of logging slash to minimize overall fuel hazards in timberland areas must adhere to the established rules and regulations, particularly around structures and along roadways.

During the review of commercial timber harvesting plans, CAL FIRE staff can offer written recommendations to project proponents aimed at promoting positive changes in timber operation methods. CAL FIRE's foresters consistently seek ways to enhance fire safety, reduce hazards, improve public safety, ensure vehicular access, maintain water sources, optimize operation timing, benefit wildlife, and implement other site-specific mitigation measures necessary to support the 2018 Strategic Fire Plan for California (CAL FIRE 2024i).

Vegetation Management Project Planning

The Vegetation Management Program (VMP) employs a variety of manual and/or mechanical methods as well as prescribed fire to address wildland fire fuel hazards and other resource management challenges on chaparral-dominated SRA lands. By using prescribed fire, the program mimics natural processes,

reintroducing fire into its historical role within wildland ecosystems, thereby providing significant fire hazard reduction benefits that enhance safety for both the public and firefighters.

Similar to the VMP, the California Vegetation Treatment Program (CalVTP) is a new initiative that streamlines environmental planning and introduces additional management tools for vegetation treatment across all SRA lands, including timberland. Both the VMP and the CalVTP allow private landowners to enter into contracts with CAL FIRE to use prescribed fire and other vegetation management techniques to achieve a mixture of fire protection and resource management objectives.



Big Chico Creek in Upper Bidwell Park.

The California Forest Improvement Program (CFIP) is a state cost-share initiative designed to assist private timberland owners in managing their forest lands. Eligible practices include reforestation projects (providing funding of up to 90% for lands damaged by wildfire) and fuel treatments carried out through thinning, pruning, and follow-up fuel reduction.

Other grant-funded fuel reduction initiatives typically focus on the construction or maintenance of fuel breaks within the WUI. In Butte County, Proposition 40 funding and SRA fee funding were extensively utilized for constructing fuel breaks and implementing other fuel reduction projects. However, Proposition 40 funding expired on June 1, 2014, and SRA fees were discontinued on June 30, 2017. The CAL FIRE Butte Unit continues to collaborate with Sacramento and local grant applicants to secure funding from the California Climate Investments Greenhouse Gas Reduction Fund to advance these projects in the SRA. CAL FIRE currently offers Forest Health grants aimed at large-scale projects and Fire Prevention grants focused on smaller initiatives and fire prevention efforts (CAL FIRE 2024i).

Environmental Review

The California Environmental Quality Act (CEQA) mandates that public agencies evaluate the potential environmental impacts of projects that may lead to physical changes in the environment (CAL FIRE 2024i). As part of its responsibilities, CAL FIRE must ensure compliance with CEQA requirements when funding, approving, permitting, facilitating, or directly implementing projects as the lead agency (CAL FIRE 2024i).

In Butte County, environmental reviews are conducted by the Unit Forester or Environmental Coordinator. These reviews ensure that CAL FIRE's legal obligations are met during the project planning phase and that environmental considerations are integrated into decision making. Examples of CAL FIRE projects in Butte include facility construction, repairs, maintenance, and fire hazard clearance (CAL FIRE 2024i). Fuel reduction projects include shaded fuel breaks, prescribed burns, and live fire training burns (CAL FIRE 2024i).

Fuel Reduction Crew

CAL FIRE Butte Unit Fuels Crew is one of 10 specialized fuels reduction teams within CAL FIRE. The crew is led by a fire captain and includes an engineer, an equipment operator, and up to nine Forestry Technicians. While the crew is trained and qualified for fireline duties and can respond to emergencies, their primary focus is on reducing wildland fuels through techniques such as broadcast burning, pile burning, mastication, and chipping (Figure 4.4) (CAL FIRE 2024i).



Figure 4.4. A CAL FIRE fuel reduction crew working on a hazardous fuel reduction project.
Source: Sierra News Online (2016)

Fire Suppression Repair

CAL FIRE has the authority to carry out fire suppression repair operations during emergencies on SRA lands, as outlined in PRC 4675 and 4676. Fire suppression damage refers to the impacts caused by firefighting activities, which may include issues like soil erosion from dozer and hand lines, road openings, and watercourse crossings. The primary goal of these repair operations is to restore the affected areas as closely as possible to their pre-fire condition (CAL FIRE 2024i). The Unit's Resource Management staff is responsible for these repair efforts. With their expertise in natural resources, fire control, and environmental management, they collaborate with landowners and other stakeholders to provide quick post-fire assessments of affected areas.

Pre-Fire Planning

The Pre-Fire Planning program within the CAL FIRE Butte Unit consists of two Fire Captains, with one each funded by CAL FIRE and Butte County Fire Department.

Responsibilities of the Pre-Fire Planning program include:

- Tracking and reporting progress on CAL FIRE Butte Unit's vegetation management projects
- Reporting fire perimeters to the state database
- Tracking fire ignition locations and trends
- Developing and updating planning documents such as the CAL FIRE Unit Fire Plan, the Fire Danger Operating Plan (FDOP), and the CWPP
- Coordinating with cooperating agencies such as local fire departments and non-governmental organizations to plan and implement vegetation management projects and develop countywide documents such as the CWPP

- Collecting and organizing geographic information system (GIS) data
- Producing mapping products for various fire department functions including dispatch and emergency response
- Maintaining GIS data sets for use on Mobile Data Terminals on fire apparatus
- Organizing data collected on emergency incidents and producing incident-specific mapping
- Producing GIS products for use by various programs within the fire department
- Maintaining the Unit's facility location database
- Representing the fire department in numerous working groups including the Butte County Association of Governments (BCAG) Countywide GIS Working Group, the Butte County RCD's Countywide Mapping Group, the Butte County Collaborative Group (BCCG), and others
- Researching and drafting Fuels Treatment Effectiveness Reports (FTERs)
- Compiling and submitting changes to State Responsibility Area (SRA) and Direct Protection Area (DPA), and a wide range of other vegetation management project tracking and GIS-related tasks.

Chico Air Attack Base

Chico Air Attack Base (CAAB) was established in 1969. Located at the Chico Regional Airport, CAAB is one of 13 CAL FIRE Air Attack Bases in the state. The base sits on 3 acres.

The Chico Regional Airport is a general aviation regional airport situated at the 240-foot elevation. The airport can support Type-1 air tankers, large helicopter operations, and air attack platforms.



Air attack efforts in Butte County.

CAL FIRE's fire protection goal is to contain 95% of all fires to 10 acres or less. Aviation assets are instrumental in meeting and maintaining this goal. Air attack and helitack base locations and aircraft deployment are designed to reduce the number of large fires through the capability of air tankers and helitack crews to drop fire retardant and insert personnel at the fire scene before additional ground forces arrive and to support fire control objectives.

Aircraft initial response criteria have been established to have a state aircraft over fires in SRA within 20 minutes of dispatch and to provide augmented aircraft as needed. This response criteria plan was developed to includes the use of USFS and BLM aircraft on a closest resources concept. Air assets located at CAAB can respond to a fire anywhere in California and even into neighboring states should an unwanted fire threaten California.

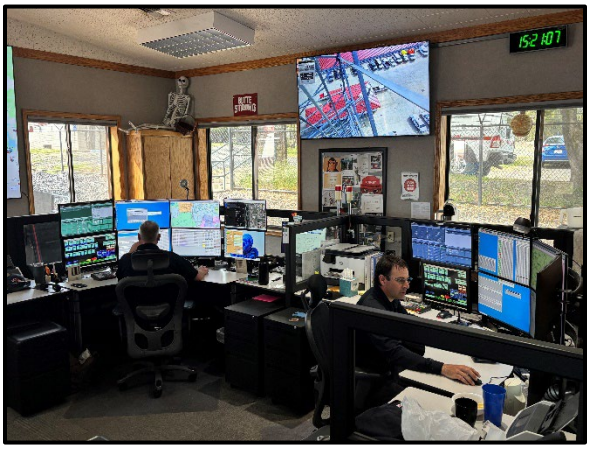
In 2024, CAAB was operational between May 6 and November 16. Aircraft assigned to the base flew 215 flights for a total of 351 combined flight hours in support of fire incident responses; 1,494,442 gallons of retardant were pumped from CAAB during the 2024 fire season, the most ever delivered from the base.

CAAB Resources	
Air Tactical Aircraft (AA 210)	**Airtanker (T93)**
Type: Rockwell OV-10A “Bronco”	Type: Grumman S-2T
Max Speed: 225 knots (258 mph)	Max Speed: 235 knots (270 mph)
Crew: Single Pilot, Single Air Tactical Group Supervisor (ATGS)	Crew: Single pilot
Gallons carried: N/A	Gallons carried: 1,200
Mission: Tactical coordination of aircraft over a fire to achieve incident objectives.	Mission: Fast initial attack delivery of fire retardant or water on wildland fires.

Emergency Command Center

The Oroville Emergency Command Center (ECC) provides command and control services including "pre-arrival" emergency medical dispatch for unincorporated areas of Butte County, the City of Biggs, the City of Gridley, the Town of Paradise, and the City of Oroville.

Through a boundary-drop style aid agreement, the Oroville ECC and Chico Fire Department’s dispatch center can directly dispatch resources from any fire department in the county to calls in their own jurisdiction. Often a single fire dispatch will include resources from multiple local fire agencies, all communicating with a single dispatcher on a common frequency.



Oroville Emergency Command Center.

Additionally, the Oroville ECC serves as the California Governor’s Office of Emergency Services (Cal OES) Fire Operational Area Mutual Aid Coordination Center for Butte County. In this role, it coordinates all fire mutual aid requests within the county, with the authority to acquire resources from neighboring counties such as Yuba, Sutter, Plumas, Glenn, Colusa, Tehama, and Lassen Counties. The Oroville ECC also acts as the air ambulance coordination center for Butte, Tehama, Glenn, and Shasta Counties, handling requests and dispatching the nearest available air ambulance to emergencies (CAL FIRE 2024i).

Objectives

- Continue to provide quality command and control services, as well as excellent customer service, to all customers
- Pursue cooperative agreements with other departments and agencies to enhance efficiency of resource command and control within Butte County
- Pursue available technology to conduct command and control operations more efficiently
- Cooperate fully and effectively with allied agencies

Ignition Management Plan

The top three fire causes within the CWPP planning area have remained consistent in recent years. These causes are monitored closely by CAL FIRE's Fire Prevention Bureau to address and reduce fire starts. To assist in this effort, CAL FIRE launched the "One Less Spark" campaign—a statewide outreach initiative aimed at reducing wildfire risks. Locally, roadside signs display fire prevention messages from this campaign and other related efforts to raise public awareness.



Access road in Butte County.

The Fire Prevention Bureau staff, in coordination with Incident Commander, conducts thorough fire origin and cause investigations. These investigations provide reliable data, helping pinpoint trends and identify high-risk areas. Once these trends are established, the Fire Prevention Bureau implements measures to reduce fire starts through the three E's of fire prevention: education, engineering, and enforcement.

To improve home safety during wildfire events, the CAL FIRE Butte Unit has revised its Defensible Space Inspection Program. Fire station personnel and inspectors conduct residential fire hazard inspections (LE100) in at-risk communities. The number of inspections has steadily increased, with 10,524 inspections completed in 2024. During these inspections, violations of PRC 4291 or Butte County Chapter 38A are recorded, and residents are given an opportunity to correct them. If needed, referrals are provided to support organizations like the Butte County Fire Safe Council.

Parcels that remain non-compliant after outreach efforts may be referred to Butte County Code Enforcement for further action, which can include citations, forced abatement, or other actions. In 2021, 61 parcels were referred to Code Enforcement, with 22 achieving compliance. By 2023, 358 cases were referred, and 107 cases resulted in Code Enforcement involvement, with 47 achieving compliance and others moving through the hearing process. In recent years, court-ordered abatements have also been carried out where necessary.

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CHAPTER 5 – COOPERATOR FIRE MANAGEMENT STRATEGIES

Butte County has been severely impacted by wildfires in recent years. These wildfires affect many geographical aspects of Butte County. Although many communities have been impacted directly, wildfires reverberate far beyond their fire footprints.

Numerous organizations including local governments, tribes, nonprofits, local districts, and community groups, continue to grow their capacity to participate in wildfire mitigation and resilience building in Butte County. These entities work individually and collectively to identify resources to enhance safety and resilience in the face of wildfire threats. Contributing partners extend across jurisdictions and land ownerships from state and local governments to grass roots community groups. Their direct and coordinated initiatives contribute expertise, local knowledge, and partnership strengthening the ability to prepare for, respond to, and recover from wildfires.

This section outlines the correlative efforts of some of these organizations, illustrating how their joint actions effectively reduce wildfire risks and strengthen the overall resilience of Butte County communities. By leveraging shared knowledge, resources, and strategic planning, many organizations in Butte County play a crucial role in protecting communities from the ongoing threat of wildfires.

BUTTE COUNTY COLLABORATIVE GROUP

The Butte County Collaborative Group (BCCG) is composed of over 30 participating organizations and includes nonprofits, special districts, local tribes, community members, county departments, state and federal agencies, and private timber operators.

The mission of the BCCG is to form strategic partnerships for effective collaboration among partners engaged in forest health, ecological restoration, and wildfire safety. The vision of the group is to create landscapes that can be resilient and carry functional capacity in perpetuity. The BCCG online hub site can be accessed here; https://butte-county-collaborative-group-bcrcd.hub.arcgis.com/.

The BCCG formed in 2022 with the development of the Memorandum of Understanding (MOU) and was officially launched in 2023 with quarterly meetings. The BCCG was formed at the suggestion of agencies like CAL FIRE and Sierra Nevada Conservancy. In addition, the Sierra Institute's "Sierra To California All-Lands Enhancement" (SCALE) conference was a great training grounds to gather information about other Collaborative groups in the Sierra Nevada Region. Ernest work to form the BCCG took place after the Camp Fire of November 8, 2018, to adapt to the post-fire landscape and plan for future forest health projects. Many years of collaboration, securing grant funding and partnerships, preceded the official formation of the group. Initial funding for the BCCG came from a grant from the U.S. Forest Service (USFS) and assisted in developing the entity's Memorandum of Understanding (MOU).

One of the primary goals of the BCCG is to showcase an interactive map that partners can use to complement and enhance one another's forest health, wildfire safety, and ecological stewardship projects. Another key goal of the BCCG to is to work with tribes to strengthen traditional ecological knowledge, workforce capacity, and partner building among other opportunities.

Everyone is welcome at the BCCG meetings which are held quarterly. In addition to these meetings, forest health tours, events, socials, and trainings are made available to BCCG participants. Groups that choose to sign the MOU of the BCCG can participate as a voting member. The BCCG is led by an administrative group that assists in setting up the annual calendar, setting up agenda topics, and identifying funding needs for the BCCG's administrative costs, which include meeting facilitation and administrative management.

The BCCG's participating organizations are involved in implementing a wide variety of fuel reduction projects, including establishing fuel breaks, conducting prescribed burns, and implementing defensible space projects to reduce wildfire intensity and improve public safety.

Through regular meetings, collaborative projects, and a comprehensive project tracker, the BCCG ensures transparent access to information and continuous improvement in wildfire resilience. Their collective efforts underscore the critical role of strategic forest management, community engagement, and multifaceted approaches in reducing the risk of catastrophic wildfires in Butte County (BCCG n.d.).

For more information and to explore the collaborative efforts in detail, please visit the BCCG website at https://butte-county-collaborative-group-bcrcd.hub.arcgis.com/

BCCG Signatories (as of 12/31/2024):

Big Chico Creek Ecological Reserve	Konkow Valley Band of Maidu Indians
Butte County	Mechoopda Indian Tribe of Chico Rancheria
Butte County Air Quality Management District	North State Planning & Development Collective
Butte County Fire Safe Council	Northern California Regional Land Trust
Butte County Resource Conservation District	Sierra Pacific Industries
Butte Environmental Council	Plumas National Forest
Enterprise Rancheria	Yankee Hill Fire Safe Council

FIREWISE COMMUNITIES



CAL FIRE Station 36 Jarbo Gap.

The Firewise USA® program is a national initiative developed by the National Fire Protection Association (NFPA) in collaboration with federal and state agencies to help communities reduce the risk of wildfire damage. Designed for residents living in fire-prone areas, the program emphasizes proactive measures to create safer, more resilient neighborhoods. By providing education, resources, and actionable strategies, Firewise USA encourages homeowners to assess their properties and adopt practices such as clearing flammable vegetation (Figure 5.1), creating defensible space, and using fire-resistant building materials. The program also fosters community collaboration, empowering neighborhoods to work together to implement wildfire mitigation plans and reduce the likelihood of property loss. In Butte County, this initiative has been widely embraced, with 35 “In Good Standing” Firewise USA communities as of 2024 (Butte County Fire Safe Council 2024). Firewise communities in Butte County are shown in Figure 5.2.



Figure 5.1. Fuel reduction before and after in Butte County oak woodlands.

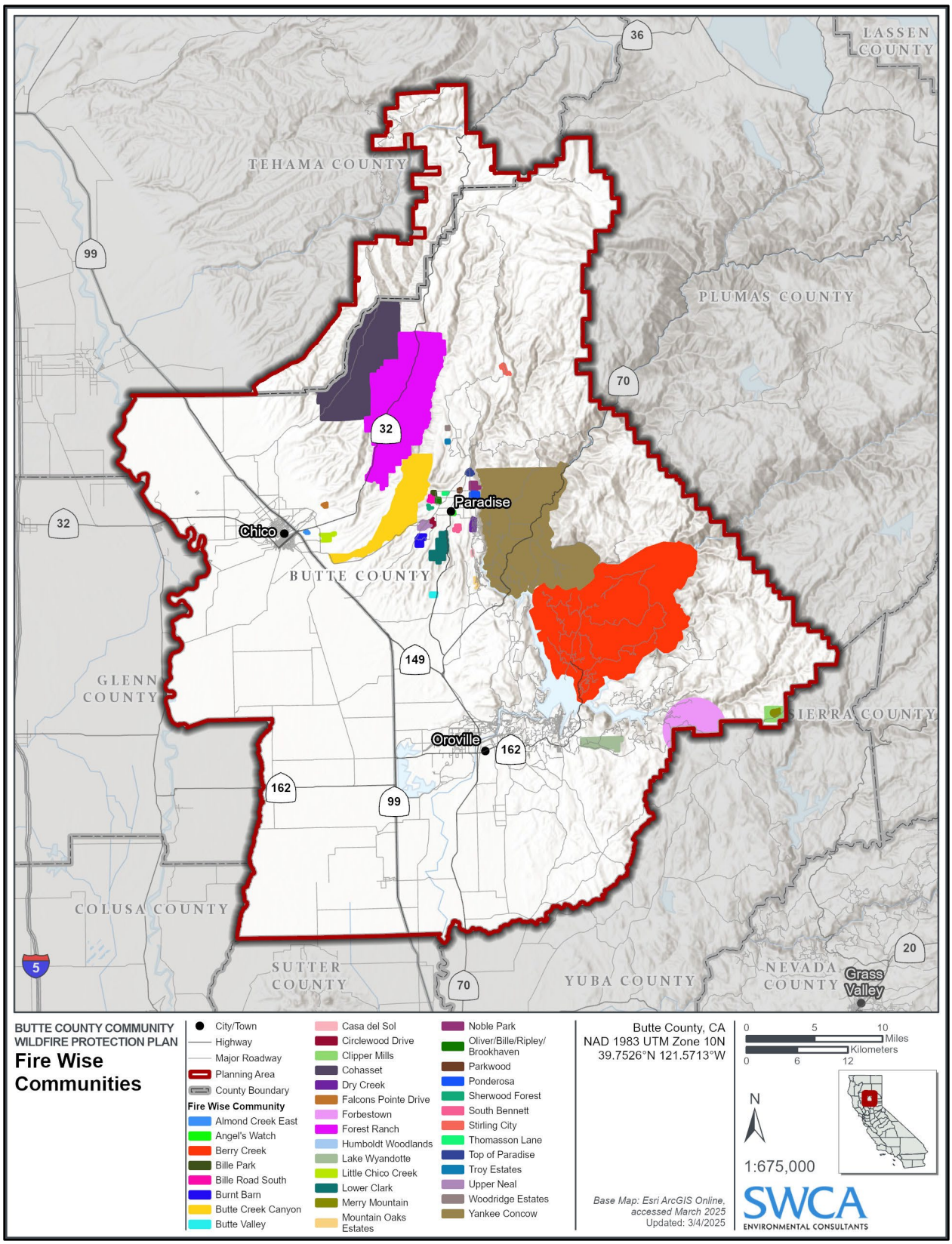


Figure 5.2. Firewise communities throughout the Butte County CWPP planning area.



CHAPTER 6 – RISK REDUCTION RECOMMENDATIONS

This chapter provides project recommendations, implementation guidance, and conceptual fuel treatment recommendations. CWPP recommendations have been structured around the three main goals of the Cohesive Strategy: resilient landscapes; fire-adapted communities; and safe, effective, risk-based wildfire response.

As a non-regulatory document, project and action recommendations in the CWPP are not required to be implemented. Recommendations are put forward to provide guidance and suggestions on actions that will mitigate wildland fire risk. It is at the discretion of Butte County representatives, land managers, homeowners, and stakeholder groups to determine when or if a recommendation will be implemented. Alignment with local planning documents should be considered. Appropriate subject matter experts, lessons learned documentation, and the best available science should be included in decision making regarding project planning, implementation, and maintenance.

Many of the recommendations listed can be implemented at the homeowner or community level. Projects requiring large-scale support can be prioritized based on the Quantitative Wildfire Risk Assessment (QWRA).

Recommendation matrixes are used throughout this chapter to serve as an action plan for implementation. Recommendations have been aligned with the strategies and goals in the 2018 Strategic Fire Plan for California, the 2021 California's Wildfire and Forest Resilience Action Plan, and California's Forests and Rangelands: 2017 Assessment, wherever possible.



GOAL 1: RESTORE AND MAINTAIN LANDSCAPES

Recommendations to restore and maintain landscapes are focused on vegetation management and hazardous fuel reduction.

Resilient landscapes refer to ecosystems that are healthy, diverse, and capable of withstanding and recovering from various disturbances, such as wildfires, climate change, invasive species, and insect infestations. General project recommendations aimed at creating more resilient landscapes in the planning area are in Table 6.1. All recommendations in this section were created through collaboration with Core Team members, stakeholders, and the public.

The CWPP Core Team also used their expertise and the QWRA to delineate broad areas of concern (see Figure 2.14). Areas of concern are regions of the planning area in which more specific mitigation efforts should be prioritized given a variety of attributes.

RECOMMENDATIONS FOR HAZARDOUS FUEL REDUCTION

The purpose of any fuel reduction treatment is to protect life and property by reducing the potential for and outcome of catastrophic wildfire, and to restore landscapes to a sustainable and healthy condition. Moderating extreme fire behavior, reducing structural ignitability, creating defensible space, providing safe evacuation routes, and maintaining all roads for firefighting access can all be outcomes of fuels reduction. Use of multiple treatment methods often magnifies the benefits.

Table 6.1 summarizes the types of treatments recommended throughout the planning area. Most treatments are focused on higher-risk areas, as defined by the QWRA and Core Team input. Many of these treatment recommendations are general across the communities because similar conditions occur in those areas. Tables 6.1, 6.2, and 6.3 addresses the requirement for an action plan and assessment strategy in a CWPP by providing monitoring guidelines and a timeline for implementation. This timeline is obviously dependent on available funding and resources, as well as other factors such as environmental assessment and compliance.

When applying fuel treatments, every effort should be made to align treatments with the 2018 Strategic Fire Plan for California, 2021 California's Wildfire and Forest Resilience Action Plan, and California's Forest and Rangelands: 2017 Assessment (CAL FIRE 2018a, 2018c; California Wildfire and Forest Resilience Task Force 2021) with consideration of all appropriate best management practices and sound science. In addition, treatments should be strategically located in areas to maximize effectiveness of other existing and ongoing projects and to address watershed and forest health. Consideration of environmental challenges should be built into recommendations. For example, treatments may be aimed at reducing the impact of insects and disease, with sensitivity to vegetation communities affected by drought and climate change.

A list and detailed descriptions of fuels treatment types and methods is housed in Appendix G. Treatments and strategies for homeowners to implement defensible space, reduce structural ignitability, and enhance community resilience can be found in Appendix F.

The treatment list is by no means exhaustive and should be considered purely a sample of required projects for the future management of the planning area. Many projects may be eligible for grant funds available from federal and/or state sources. For a list of funding sources, please refer to Appendix E.

TRADITIONAL ECOLOGICAL KNOWLEDGE

There are multiple approaches to reducing fuels in wildland settings. Specific methods often involve people and machinery to mechanically manage vegetation based on a specific management prescription. Another approach involves engaging local tribal entities to integrate traditional ecological knowledge (TEK) into land management practices, promoting and maintaining resilient landscapes (Figure 6.1). TEK practices, such as cultural and prescribed burning, can be highly effective in maintaining natural vegetation composition and fuel loads, especially in fire-adapted landscapes.

While TEK emphasizes cultural and prescribed fire, it is important to consider that contemporary practices can vary significantly from traditional methods. Further, advocating for the benefits of fire is a shared responsibility, not solely that of Native communities. This collaborative approach within the county is demonstrated by the growing use of fire by land-managing entities, such as the Prescribed Burn Association (PBA) and CAL FIRE, working to build support and enhance the safety of fire practices through community involvement, smoke management plans, and collaborations with resource management and public health professionals. Despite these considerations, the ability to implement burning methods may be limited due to structure proximity, potential smoke impacts, or a variety of other factors. For more information on prescribed burning, refer to Appendix G.



Figure 6.1. Image of cultural burning in Butte County.
Photo credit: Big Chico Creek Ecological Reserve.

PRESCRIBED HERBIVORY

Recognizing these limitations, land management agencies have increasingly incorporated prescribed herbivory, the intentional use of domestic livestock to manage vegetation, as a fuel reduction strategy. Prescribed herbivory, supported by the California Vegetation Treatment Program (CalVTP) and the Range Management Advisory Committee, is being implemented in fuel reduction projects statewide

(California Department of Conservation 2024a). This method offers several advantages: it enhances air quality, minimizes noise, can be used near structures and on steep slopes, and reduces soil compaction. However, there are limitations, such as timing constraints for treatment based on vegetation maturity and season, effectiveness (especially on 1-hour and 10-hour fuels), and potential tree girdling by herbivores (California Board of Forestry and Fire Protection 2015).

HERBICIDE APPLICATION

Herbicide application is a valuable tool for maintaining fuel breaks and rights-of-way, helping to reduce vegetation regrowth and limit the spread of invasive plant species that contribute to wildfire risk. When used strategically, herbicides can enhance the long-term effectiveness of fuels treatments by suppressing highly flammable vegetation in areas where mechanical or manual treatments alone may be insufficient or impractical.

However, the use of herbicides also comes with considerations. Potential drawbacks include impacts to non-target plant species, concerns over environmental and water quality, and the necessity for trained professionals to ensure safe and effective application. To mitigate these concerns, the CAL FIRE Butte Unit ensures that herbicide treatments comply with federal, state, and local regulations. Applications follow a written recommendation from a certified Pest Control Advisor and are conducted under the supervision of a Qualified Applicator certified by the Department of Pesticide Regulation.

Various land management strategies implemented by local, county, state, and federal partners in Butte County are discussed in more detail in the Land Management Strategies section of Appendix A.



Caution signage for a fuel reduction project in Butte County.

Table 6.1. Recommendations for Resilient Landscapes

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
RL #1		H	Ongoing	**Maintenance and Monitoring of Existing and Newly Installed Fuel Breaks** Sustain maintenance of existing fuel breaks and progress with execution of planned fuel breaks.	Countywide	Local jurisdictions, BLM, BIA, CAL FIRE, USFS, BCFSC, BCCG, tribal governments, Town of Paradise, City of Oroville, City of Chico, BCRCD, California Department of Water Resources (DWR)	• Execute and sustain planned fuel break projects according to established timelines and priorities. • Implement a routine maintenance schedule and inspection schedule for existing fuel breaks to ensure their effectiveness. • Maintain existing fuel breaks according to specific vegetation conditions, with regular monitoring and criteria-based maintenance. • Investigate prescribed grazing through pilot projects to manage vegetation, identifying potential areas, methods, and evaluating outcomes. • Collaborate with relevant agencies, organizations, and communities to ensure project success. • Integrate the mitigation of hazards, such as dead or diseased trees, into fuel break maintenance plans. • Assess whether existing fuel breaks on national forest and BLM lands are sufficiently wide to be effective; expand fuel breaks where needed. • Explore avenues to implement monitoring programs to improve accountability of fuels reduction projects and enhance landscape resilience.	Provide continued effectiveness of previously installed fuel breaks, reducing wildfire risk and protecting communities and valued resources.	Develop a comprehensive monitoring plan to track the progress and effectiveness of fuel break maintenance and execution. Include specific indicators, data collection methods, and reporting schedules. Ensure transparency by regularly publishing reports on the status and outcomes of fuel break projects.	• USFS Community Wildfire Defense Grant (CWDG) • CAL FIRE Grant Programs • FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • California Fire Safe Council Grants • Landscape Scale Restoration Competitive Grant Program • Butte County General fund

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
RL #2		H	Fall 2025	**Strategic Installation of Fuel Breaks Countywide** Install fuel breaks in high-risk areas based on risk assessment findings to reduce wildfire risk and protect communities.	Countywide	Local jurisdictions (Butte County, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise), BLM, BIA, CAL FIRE, USFS, BCFSC, BCCG, tribal governments, landowners, BCRCD, DWR	• Install fuel breaks in high-risk areas, prioritizing underserved, remote, and isolated areas. Specific factors to consider for potential fuel break locations include: ○ **Community Perimeters**: Establish fuel breaks around community boundaries. ○ **Wind Direction**: Strategically place fuel breaks with respect to average wind conditions and their relationship to fuels and topography in vulnerable areas. ○ **Rights-of-Way**: Install fuel breaks along evacuation corridors and other rights-of-way. ○ **Riparian Corridors**: Reduce ladder fuels and break up fuel continuity along riparian corridors leading into communities. ○ **WUI Protection**: Focus on areas that support the protection of the WUI. ○ **Responder Safety**: Enhance fire responder safety by strategically placing fuel breaks. ○ **Steep Topography**: Target communities surrounded by steep topography and heavy fuels. ○ **Critical Infrastructure**: Protect critical infrastructure and facilities by placing fuel breaks around them. ○ **Strategic Ridge Tops**: Use strategic ridge tops for fuel break placement. ○ **Expansion Opportunities**: Look for opportunities to expand or tie into existing fuel breaks for improved effectiveness. • Assess opportunities to implement fuels reduction projects to align with Potential Operational Delineations (PODs) and/or USFS's Strategic Fire Management Zones. • Collaborate with tribal partners to implement hazardous fuels treatments on tribal lands. • Collaborate with local planning and the Fire Marshal's Office on creation of fuel breaks around new development.	Provide access to fire personnel, establish fuel breaks and fire containment lines, create resilient landscapes, and address potential for extreme wildfire behavior in and around the WUI. Protect communities and critical infrastructure and facilities.	Conduct regular review/evaluations using ground data, satellite imagery, and remote sensing tools to monitor changes in vegetation and fuel break integrity, ensuring fuel break effectiveness. Create a database to record maintenance activities, incidents, and effectiveness metrics, accessible to necessary stakeholders.	• USFS Community Wildfire Defense Grants (CWDG) • CAL FIRE Grant Programs • FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • California Fire Safe Council Grants • Landscape Scale Restoration Competitive Grant Program

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
RL #3		M	Fall 2025	**Watershed-Scale Ecosystem Projects** Enhance wildfire resilience, wildlife habitat, and water quality through cross-jurisdictional ecosystem projects.	Countywide	Butte County, DWR, BLM, BIA, CAL FIRE, USFS, BCFSC, BCCG, Chico State, BCCER, tribal governments and local jurisdictions (City of Chico, City of Oroville, City of Gridley, City of Biggs, Town of Paradise), Butte Environmental Council (BEC), BCRCD	• Partner with agencies, environmental organizations, and community stakeholders to design and implement integrated riparian fuels reduction projects. • Develop comprehensive project plans that clearly outline specific mitigation strategies and ecological restoration goals. • Employ a combination of fuels reduction methods specifically suited to riparian areas, including: ○ Cultural Burns ○ Prescribed burns ○ Mechanical thinning ○ Debris removal ○ Chipping ○ Targeted vegetation management • Ensure that all mitigation efforts comply with environmental regulations and best practices to minimize ecological impacts. • Use existing riparian maintenance documentation to streamline the environmental review and permitting processes. • Incorporate restoration practices that enhance water quality, soil health, and the recovery of native vegetation. • Conduct thorough assessments to prioritize watersheds based on: ○ Wildfire risk ○ Presence of sensitive species ○ Overall watershed health	Reduce hazardous fuels throughout the county, create resilient landscapes, and address potential for extreme wildfire behavior in and around the WUI. Ensure the protection of vulnerable ecosystems and values at risk.	Develop and implement a monitoring program to track the effectiveness of fuels reduction and restoration projects. Regularly review and update methodologies based on monitoring outcomes to ensure continuous improvement.	• CAL FIRE Forest Health Grants • California EPA Loans and Grants • USFS Community Wildfire Defense Grants (CWDG) • California Climate Investments Fire Prevention Grant Program (CAL FIRE) • Landscape Scale Restoration Competitive Grant Program

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
RL #4		H	Fall 2025	**Collaboration with Tribal Governments*** Partner with tribal governments and organizations to identify and implement wildfire resilience and ecosystem restoration projects aligned with tribal land management objectives and stewardship. * This recommendation is intended solely as a resource to highlight potential areas for collaboration and support. Tribal communities are encouraged to define their involvement according to their own priorities, capacities, and resources. Partnering agencies should fully respect and honor the sovereignty and self-determination of each tribal community in considering these strategies.	Countywide	Butte County, tribal governments and organizations, BLM, BIA, CAL FIRE, USFS, BCFSC, BCCG, Chico State, BCCER, City of Chico, City of Oroville, City of Gridley, City of Biggs, Town of Paradise, BCRCD, DWR	• Engage tribal leaders in the development of projects to ensure alignment with tribal land management goals and objectives. • Establish formal agreements and partnerships between the Butte County, land management agencies, and tribal governments and organizations to clearly outline shared objectives and responsibilities. • Conduct assessments of tribal lands and adjacent areas to identify vulnerable regions and ecosystems in need of restoration efforts. • Implement training and education programs to build the capacity of tribal governments, organizations, and local communities in wildfire mitigation, ecosystem restoration, and cultural preservation. • Increase implementation of cultural burns for forest health restoration.	Establish cohesive planning with tribal management approaches and tribal values. Increase organization, efficiency, and effectiveness in achieving the desired outcomes of wildfire resilience and ecosystem restoration.	Develop and implement monitoring programs to track the progress and outcomes of restoration projects. Regularly review and update methodologies based on monitoring results to ensure continuous improvement.	• CAL FIRE Forest Health Grants • California EPA Loans and Grants • USFS Community Wildfire Defense Grants (CWDG) • California Climate Investments Fire Prevention Grant Program (CAL FIRE) • Landscape Scale Restoration Competitive Grant Program • Regional Forest and Fire Capacity Grant Program
RL #5		M	Fall 2025	**Post-Fire Recovery and Restoration Projects** Expedite the completion of post-fire recovery and restoration projects to ensure community safety and enhance environmental resilience.	Butte County burn scar areas	Butte County, BLM, BIA, CAL FIRE, USFS, BCFSC, California State Parks, tribal governments, PG&E, BCCG, City of Chico, City of Oroville, Town of Paradise, BCRCD, DWR	• Conduct a detailed inventory and assessment of all incomplete post-wildfire recovery projects. • Prioritize identified projects based on their importance for achieving ecosystem objectives, ensuring community safety, advancing environmental restoration, and enhancing long-term resilience. • Collaborate with local and regional partners, including nonprofits and volunteer organizations, to supplement staffing and resources. • Coordinate with relevant state and county authorities to streamline the approval and execution of high-priority projects. • Address immediate safety concerns by prioritizing hazard tree mitigation and road maintenance projects to minimize potential post-fire hazards. • Focus on ecological restoration efforts, including post-fire planting in non-forested areas with long-term maintenance plans, to support habitat recovery and strengthen environmental resilience.	Ensure community safety and bolster habitat restoration and environmental resilience in the burned areas of the county.	Implement regular monitoring of the post-fire environment to track recovery progress and assess ongoing post-wildfire risks. Maintain a long-term commitment to tracking post-wildfire recovery and conducting assessments of the WUI and watersheds at risk in the post-fire environment.	• Environmental Quality Incentives Program (EQIP) • Red Cross: Disaster Relief and Recovery Services • Red Cross Before, During & After Wildfire • CAL FIRE Forest Health Grants • California EPA Loans and Grants • Landscape Scale Restoration Competitive Grant Program • U.S. Department of the Interior funding for post-wildfire burn area rehabilitation and restoration

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
RL #6		H	Fall 2026	**Green Waste Disposal Capacity-Building** Enhance green waste disposal capacity by acquiring additional chipping equipment and installing a biomass facility to efficiently manage vegetation disposal.	Countywide	Butte County, NRRWF, USFS, BLM, CAL FIRE, PG&E, SPI, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise	• Assess the volume and types of biomass generated through fuels reduction in the county to determine disposal needs. • Procure additional chippers to significantly enhance green waste disposal capacity and efficiency. • Conduct a comprehensive feasibility study for the use of biomass facilities to manage green waste, evaluating safety, environmental impact, and cost-effectiveness. • Explore and implement options to expand biomass disposal sites, prioritizing accessibility and effectively addressing the needs of the communities they serve. • Actively engage the community in discussions about biomass disposal, gathering input on preferences and addressing any concerns. • Allocate the necessary resources and funding to support the acquisition of equipment and the construction of facilities. • Initiate pilot programs to test the effectiveness of various green waste disposal methods and collect data to inform decision making. ○ Example: Use green waste as part of a garden mulch process to enhance poor soil conditions. • Construct a biomass facility and multi-purpose yard for wood utilization and wood products.	Enhance regional landscape resiliency by increasing viability of environmentally effective green waste disposal and use.	Conduct a comprehensive review of the strategy on an annual basis to evaluate its effectiveness, relevance, and financial sustainability. Make necessary revisions to adapt to changing conditions and incorporate new best practices.	• USFS Wood Innovations Grant Program • FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • California EPA Loans and Grants • CAL FIRE Forest Health Grants • CAL FIRE Grant Programs

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
RL #7		H	Spring 2026	**Hazard Tree and Vegetation Survey and Mitigation** Conduct a comprehensive survey and inventory of hazard trees and areas of dense vegetation, focusing on high-risk areas, to guide targeted efforts for tree removal, maintenance, and risk reduction.	Countywide	Butte County, BLM, BIA, CAL FIRE, USFS, BCFSC, California State Parks, tribal governments, City of Chico, City of Oroville, City of Gridley, City of Biggs, Town of Paradise, BCRCD, DWR	• Initiate a thorough survey and inventory of hazard trees (dead and dying trees) across all jurisdictions, including private, state, and federal lands. • Compile, centralize, and share existing information on hazard trees to create a unified database/hub. ○ Example: Gather detailed data on the location, species, condition, and proximity to infrastructure and buildings of identified hazard trees. • Create a data hub to facilitate information and data sharing between agencies. • Prioritize the assessment of high-risk areas such as communities, roadways, and recreational sites where hazard trees pose an immediate threat. • Create a detailed map and database to record and store information on hazard trees, ensuring accessibility across agencies. • Classify hazard trees into different risk categories to guide mitigation efforts, focusing on the most urgent cases. • Develop a comprehensive hazard tree mitigation plan outlining strategies for tree removal, maintenance, or treatment. • Define responsibilities between collaborating agencies to ensure coordinated efforts. Develop and implement a monitoring system to track the progress of hazard tree mitigation projects. Share results with stakeholders and the public.	Reduce hazards posed by potential trees and stands that contribute to extreme wildfire behavior. Enhance community and firefighter safety and improve wildfire resilience.	Develop and implement a monitoring system to track the progress of hazard tree mitigation projects and ensure continued effectiveness.	• USFS Community Wildfire Defense Grants (CWDG) • CAL FIRE Grant Programs • FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • California Fire Safe Council Grants • NFPA Firewise Grants • Regional Forest and Fire Capacity Grant Program
RL #8		H	Fall 2025	**Firewise USA Communities** Develop Firewise USA recognized communities within Butte County to enhance fire safety and resilience through community engagement and education.	Butte County communities without Firewise designation	Butte County, BLM, BIA, CAL FIRE, USFS, BCFSC, tribal governments, BCCG, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise, DWR	• Collaborate with local community leaders to develop Firewise USA communities. • Conduct community assessments to identify fire safety needs and implement the Firewise USA program. • Educate landowners on fire safety practices. • Form strong community relationships and identify community leaders to champion fire safety initiatives. • Provide incentives such as insurance cost reductions to encourage participation.	Educate landowners, form community relationships, identify community leaders, and provide insurance cost reductions. Enhance community safety and resilience through proactive fire safety measures and community involvement.	Regularly review and update community fire safety plans to ensure they remain current and effective. Continuously monitor the implementation of fire safety measures and conduct periodic reassessments to address evolving risks.	• Community Planning Assistance for Wildfire (CPAW) • FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • FEMA Fire Prevention and Safety Grants (FP&S) • Firewise Grants • California Fire Safe Council Grants • Community Economic Resilience Fund

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
RL #9		H	Fall 2025	**Countywide Chipper Program** Implement a countywide no-cost chipper program for residents in and adjacent to the WUI to reduce hazardous fuels and incentivize landowners to conduct fuels reduction.	Countywide	Butte County, BLM, BIA, CAL FIRE, USFS, BCFSC, tribal governments, BCCG, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise	• Conduct the countywide no-cost chipper program to assist residents in reducing hazardous fuels. ○ Focus on at-risk communities within and adjacent to the WUI. • Provide incentives for landowners to participate in fuels reduction efforts. • Explore integration with biomass utilization and disposal programs.	Reduce hazardous fuels in at-risk communities and encourage landowners to actively participate in fuels reduction.	Monitor participation rates and assess the effectiveness of the chipper program to ensure it meets community needs. Conduct annual evaluations to measure impact and implement improvements as needed.	• FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • USFS Community Wildfire Defense Grants (CWDG) • Firewise Grants • California Fire Safe Council Grants • Good Neighbor Citizenship Grant • CAL FIRE Wildfire Prevention Grants
RL #10		H	Fall 2025	**Countywide Grazing Program** As appropriate, consider countywide grazing for forest health and fuels reduction, using grazing as a maintenance tool in completed project areas and as a pre-fire fuels reduction method.	Countywide	Butte County, BLM, BIA, CAL FIRE, USFS, BCFSC, tribal governments, BCCG, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise	• As appropriate, implement grazing countywide for forest health and fuels reduction. • Explore collaboration options with local homeowner associations (HOAs), school districts, and other landowners for annual grazing programs. • Develop local grazing cooperatives to incentivize landowners to participate or work with contractors. • Conduct research into the effectiveness of grazing in forest health, resource management, and fuels reduction.	Enhance community safety, improve environmental resilience, and reduce wildfire risks through hazardous fuels reduction in at-risk communities. Encourage landowners to conduct fuels reduction treatments.	Regularly monitor grazing activities and their impact to ecosystem processes, forest health, and fuels reduction. Conduct periodic assessments to evaluate the effectiveness and make necessary adjustments.	• USFS Community Wildfire Defense Grants (CWDG) • CAL FIRE Grant Programs • FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • California Fire Safe Council Grants • Landscape Scale Restoration Competitive Grant Program
RL #11		H	Fall 2025	**Success Story Development and Tracking** Develop and track success stories from individual and collaborative projects and wildfire safety efforts to highlight the effectiveness of fuels treatment, forest health restoration, and prescribed fire initiatives.	Countywide	Butte County, BLM, BIA, CAL FIRE, USFS, BCFSC, tribal governments, BCCG, City of Chico, BEC, BCRCD, DWR	• Work with partnering agencies, stakeholders, community members, and local media to implement a system to track the overall progress and outcomes of various projects. • Develop and document success stories that showcase the effectiveness of fuels treatment, forest health restoration, prescribed fire, and other collaborative projects. • Highlight both individual and collaborative efforts across the county. • Conduct comprehensive research on the effectiveness of different treatment types and the impacts of wildfire on completed projects. • Analyze data to identify most effective practices and areas for improvement. • Regularly update stakeholders and the public on successful initiatives through detailed reports and presentations.	Increase awareness of successful wildfire safety and forest health initiatives, promote best practices, and encourage continued collaboration and innovation.	Consistently track the progress and impact of documented projects, updating success stories with new data and outcomes as they emerge. Maintain a curated repository of success stories to serve as a valuable resource for reference and inspiration.	• CAL FIRE Forest Health Grants • California EPA Loans and Grants • USFS Community Wildfire Defense Grants (CWDG) • California Climate Investments Fire Prevention Grant Program (CAL FIRE) • Landscape Scale Restoration Competitive Grant Program • Regional Forest and Fire Capacity Grant Program

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
RL #12		H	Fall 2025	**Hazardous Fuels Reduction Along Evacuation Routes** Implement hazardous fuels reduction along evacuation routes and maintain completed roadside fuels reduction projects.	Countywide	Butte County, BLM, BIA, CAL FIRE, USFS, BCFSC, tribal governments, BCCG, City of Chico, City of Oroville, City of Gridley, City of Biggs, Town of Paradise, BCRCD, DWR	• Conduct comprehensive risk assessments to identify high-risk evacuation routes that require hazardous fuels reduction. ○ Prioritize routes based on factors such as population density, historical wildfire data, and proximity to critical infrastructure. • Implement fuels reduction projects along prioritized routes, using methods such as mechanical thinning, prescribed burns, and debris removal to reduce fuel loads. • Ensure that all activities comply with environmental regulations and best practices to minimize ecological impacts. • Implement adaptive management practices to refine and improve maintenance strategies based on monitoring data, vegetation regrowth, and changing conditions. • Engage with tribal partners to conduct treatments in and around tribal communities.	Enhance the safety of residents and emergency responders during wildfire events by ensuring that evacuation routes are free from hazardous fuels and well-maintained.	Develop a monitoring system to track the condition of evacuation routes and the effectiveness of fuels reduction efforts. Conduct regular reassessments and maintenance to ensure that evacuation routes remain safe and clear of hazardous fuels.	• USFS Community Wildfire Defense Grants (CWDG) • CAL FIRE Wildfire Prevention Grants • FEMA Fire Prevention and Safety Grants (FP&S) • California Fire Safe Council Grants • Community Planning Assistance for Wildfire (CPAW)

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
RL #13		H	Fall 2025	**Invasive Species Control** Implement a comprehensive invasive species control program to manage and reduce the spread of invasive plant species.	Countywide	Butte County, BLM, BIA, CAL FIRE, USFS, BCFSC, tribal governments, PG&E, BCCG, Chico State, BCCER, City of Chico, City of Oroville, City of Gridley, City of Biggs, Town of Paradise, BEC, BCRCD, DWR	• Conduct comprehensive surveys to identify and map the distribution of invasive species across the county, prioritizing post-fire areas where invasive species infestation is common. ○ Use GIS technology to create detailed maps of invasive species hotspots and prioritize areas for control efforts. • Develop and implement an Integrated Pest Management Plan that combines mechanical, chemical, prescribed fire and biological control methods. ○ Mechanical control: Manual removal, mowing, and tilling to physically remove invasive plants. ○ Chemical control: Application of herbicides in a targeted and environmentally responsible manner. ○ Biological control: Introduction of natural predators or pathogens to control invasive species populations. ○ Prescribed fire: Application of controlled fire to the landscape. Consider prescribed fire as a treatment option (see Chico Park's Department use to control yellow star thistle). • After invasive species removal, implement restoration projects to re-establish native vegetation and ensure long-term habitat health. • Engage and educate the community about the importance of invasive species control and encourage participation in volunteer removal efforts.	Protect native ecosystems and biodiversity by reducing the spread of invasive species. Enhance wildfire resilience by managing invasive species that contribute to increased fuel loads. Improve soil health and water quality by restoring native vegetation.	Conduct regular surveys and assessments to detect new invasions and monitor the success of restoration projects. Implement adaptive management practices to adjust control strategies based on monitoring data, vegetation regrowth, and changing conditions.	• USFS Community Wildfire Defense Grants (CWDG) • FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • California EPA Loans and Grants • CAL FIRE Forest Health Grants • Landscape Scale Restoration Competitive Grant Program

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
RL #14		H		**Workforce Development and Training** Conduct training for agencies and organizations to increase capacity in implementing forest health and fuels reduction projects.	Countywide	Butte County, BLM, BIA, CAL FIRE, USFS, BCFSC, Chico State, BCCER, tribal governments, PG&E, BCRCD, BCCG, BEC, DWR	• Develop and deliver comprehensive training programs that focus on forest health and fuels reduction techniques, incorporating a blend of practical hands-on training, classroom instruction, and field demonstrations. ○ Topics to include prescribed burning, mechanical thinning, invasive species control, and ecological restoration. • Provide essential resources and support to agencies and organizations to strengthen their ability to implement projects effectively. • Foster strategic partnerships to leverage expertise, facilitate knowledge exchange, and promote collaboration. • Establish mentorship programs to guide and develop the next generation of professionals in the field.	Build a skilled workforce capable of addressing wildfire risks and promoting ecological health. Enhance the capacity of local agencies and organizations to manage and implement complex projects.	Evaluate training programs to ensure they meet the needs of participants and adapt based on feedback. Track the implementation of skills and knowledge gained through training to measure impact. Provide ongoing support and advanced training opportunities to maintain and enhance skill levels.	• FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • USFS Community Wildfire Defense Grants (CWDG) • FEMA Fire Prevention and Safety Grants (FP&S) • EPA Environmental Education Grants • CAL FIRE Grant Programs • California Fire Safe Council Grants
RL #15		H		**Implement Intentional Fire and Sustain Countywide Prescribed Burn Association (PBA)** Implement intentional fire (e.g., broadcast burning, pile burning, cultural fire, biochar) as a maintenance tool for completed project areas and as an initial treatment in untreated areas to promote ecological health and reduce hazardous fuels throughout the county.	Countywide	Butte County RCD, Butte County, BLM, CAL FIRE, USFS, BCFSC, BCCG, Chico State, BCCER, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise, Tribal Fire Practitioners	• Implement prescribed burns with landowners to increase community capacity to re-introduce fire. • Develop detailed plans for prescribed fire and cultural burning, including clear objectives, methods, and safety protocols. ○ Coordinate with tribal groups to incorporate cultural burning practices and traditional ecological knowledge (TEK). • Secure necessary permits and approvals from relevant authorities and ensure all burns are carried out under optimal weather conditions to minimize risks. • Conduct prescribed and cultural burns in targeted areas to reduce hazardous fuels, enhance ecological health, and promote carbon sequestration through biochar production. • Support local community-scale prescribed burning year-round, increasing the pace and scale of prescribed fire and offering education to landowners.	Empower landowners to conduct burns reducing wildfire risks and promoting ecological health. Enhance the capacity of local organizations and community members to create resilient communities.	Monitor burn areas to assess the effectiveness and ecological impact using remote sensing and field surveys. Conduct follow-up treatments as necessary to maintain desired conditions. Regularly review and update burn plans based on monitoring data and community feedback.	• USFS Community Wildfire Defense Grants (CWDG) • FEMA Fire Prevention and Safety Grants (FP&S) • EPA Environmental Education Grants • CAL FIRE Grant Programs • California Fire Safe Council Grants

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
RL #16		H		**Butte County Prescribed Fire Resource Team** Establish and train professional teams to implement prescribed fire projects, support Tribal and community-led efforts, provide education and outreach, and enhance wildfire resilience while increasing the pace, scale, and affordability of prescribed fire treatments.	Countywide	Butte County RCD, BCFSC, USFS, BLM, Tribal Fire Practitioners, City of Chico, City of Oroville, City of Gridley, City of Biggs, Town of Paradise	• Create specialized teams with trained professionals. ○ Coordinate with tribal groups to incorporate cultural burning practices and traditional ecological knowledge (TEK). • Build a professional workforce pipeline through certifications, hands-on training, mentorship, and ongoing development in prescribed fire management. • Provide workshops, toolkits, and technical assistance to empower landowners, community groups, and volunteers to conduct safe and effective prescribed burns. • Simplify the permitting process though effective cross-agency coordination. • Develop comprehensive safety plans, conduct risk assessments, and train team members and volunteers in fireline safety and emergency response. • Cross-train teams for wildfire suppression and establish partnerships with local fire agencies to support emergency response during peak wildfire season.	Increase the pace and scale of prescribed fire implementation, while lowering costs for landowners and agencies. Build a skilled workforce capable of addressing wildfire risks and promoting ecological health.	Ensure ongoing training and skill development for the prescribed fire resource teams. Regularly review and update burn plans based on monitoring data and community feedback.	• USFS Community Wildfire Defense Grants (CWDG) • FEMA Fire Prevention and Safety Grants (FP&S) • EPA Environmental Education Grants • CAL FIRE Grant Programs • California Fire Safe Council Grants

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
RL #17		H		**Wildfire Hazard and Invasive Species Reduction Project** Use alternative treatments and methods for controlling the annual growth of nonnative species.	Town of Paradise	Town of Paradise, BCFSC, Butte County RCD, CAL FIRE and Paradise Ridge Fire Safe Council	• The methods and practices for multi-year plans to break the cycle of annual growth are already being developed in a project between the Town of Paradise, Paradise Ridge Fire Safe Council, and Butte County Fire Safe Council with technical assistance from the Butte County Resource Conservation District and Tribal communities. The methods being developed will use all tools available such as grazing, mastication, mowing, spraying, pulling, soil sterilization, biochar, and land clearing and planting of selected strategic trees and native vegetation to develop site-specific multiyear prescriptions to reduce or eliminate the immediate return of invasive species and encourage native species for the following growing periods. • This project will provide incentives to the owners of lots to employ methods that break the annual return cycle of flammable vegetation. These methods will often be multiyear and multi-method applications to change the current paradigm of a vigorous annual return of highly flammable vegetation.	Protect homes and thousands of people.	As needed.	• Hazard Mitigation Grants • CAL FIRE California Climate Investments (CCI) Grants



GOAL 2: FIRE-ADAPTED COMMUNITIES

In this CWPP, recommendations for fire-adapted communities include public education and outreach actions and actions to reduce structural ignitability.

RECOMMENDATIONS FOR PUBLIC EDUCATION AND OUTREACH

Actions on the landscape are only a partial solution to reducing wildfire hazard; public education and action are critical for reducing human-caused ignitions, reducing the ignition potential of homes, and community wildfire resilience. Lack of knowledge, lack of positive actions (e.g., failing to create adequate defensible space within the home ignition zone), and negative actions (e.g., keeping leaf litter and exposed propane tanks close to structures) all contribute to increased risk of loss.

Table 6.2 lists public education recommendations to be implemented in the county.

RECOMMENDATIONS FOR ENGINEERING AND REDUCING STRUCTURAL IGNITABILITY

In addition to recommendations for public education and outreach, Table 6.2 also provides a list of community-based recommendations to reduce structural ignitability. Studies have shown that burning vegetation beyond 120 feet of a structure is unlikely to ignite that property through radiant heat (Butler and Cohen 1996). Maintaining defensible space and protecting the home from ignition from embers, including maintaining covers over vents and other openings, is strongly advised to protect a home from ignition. If property owners have failed to provide mitigation efforts on their own land, the risk of home ignition remains high, and firefighter lives are put at risk when they carry out structural defense.

The importance of maintaining defensible space and reducing structural ignitability around residences is highlighted by the outcomes of recent inspections conducted within the Park Fire perimeter. A total of 173 defensible space inspections were conducted within the Park Fire perimeter 6 months before ignition, revealing that 105 residences were compliant and 68 were non-compliant. The survival rate for compliant residences was 89%, significantly higher than the 60% survival rate for non-compliant residences. Historical data suggest that recent inspections could have potentially increased compliance among the non-compliant parcels. Furthermore, a review of 283 inspections older than 6 months shows a survival rate of 61% for compliant residences and 34% for non-compliant ones, underscoring the critical importance of recent defensible space inspections in enhancing the survivability of both compliant and non-compliant residences.

Supplemental detailed information regarding defensible space practices as well as a list of actions for reducing structural ignitability can be found in Appendix F.

Structural Ignitability Ordinances and Regulations

A crucial element of the 2018 Strategic Fire Plan for California is safeguarding structures in the event of a wildfire, as this is one of the most challenging and expensive assets to protect. The term "structural

ignitability" refers to how likely a structure is to catch fire during a wildland fire. Factors that can contribute to igniting a fire include any materials that can easily catch fire from embers (CAL FIRE 2024i).

All landowners aiming to reduce the ignitability of their property should follow the regional guidelines tailored to their specific geographic and legislative context.

The Butte County Fire Prevention and Protection Ordinance Chapter 38A mandates that all structures in unincorporated areas maintain a 5-foot perimeter free of combustible materials. This 5-foot perimeter, commonly referred to as the Ember Ignition Zone, is a critical area 5 feet from a structure where embers can ignite structures even before the main fire arrives (CAL FIRE 2024i). Maintaining this zone free of combustible materials significantly reduces the risk of ember ignition and subsequent structural loss.

At the state level, Chapter 7A of the California Building Code establishes regulations for building materials and construction methods to enhance wildfire resistance. These standards aim to increase a building's resistance to flames and embers by specifying requirements for roofing, exterior walls, vents, windows, doors, and other exterior components. The regulations apply to new buildings in any Fire Hazard Severity Zone and WUI areas. Chapter 7A also outlines the requirements for vegetation management to create defensible space around structures.

California Public Resource Code (PRC) 4291 mandates that property owners in mountainous, forest, brush, and grass-covered areas maintain defensible space around structures to reduce wildfire risk. New or rebuilt structures must comply with all applicable building standards. The code provides guidance and requirements for best practices in carrying out fuel reduction activities aimed at reducing the risk of structure ignition and wildfire impacts to property. For a detailed summary of the practices specified in PRC 4291, please refer to Figure 6.2.

The implementation of any recommendations aimed at reducing structural ignitability must comply with Chapter 7A of the California Building Code and CA PRC 4291. A list of pertinent legislation is provided in Appendix A, Legislative Direction.

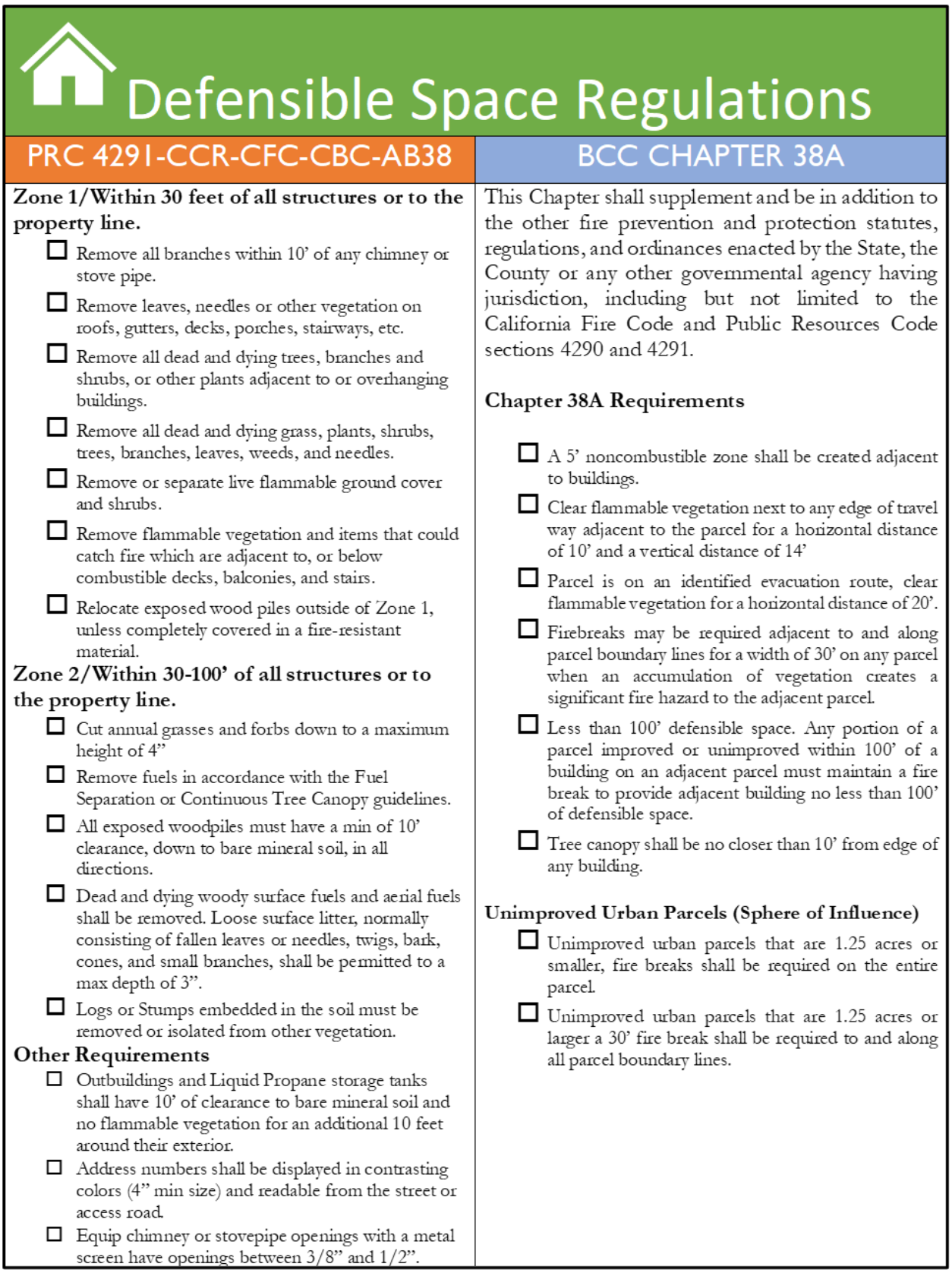


Figure 6.2. California PRC 4291 Requirements vs. Butte County Chapter 38A.

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Table 6.2. Recommendations for Creating Fire-Adapted Communities (Public Education and Reducing Structural Ignitability)

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FAC #1		H	Ongoing	**Public Education and Community Engagement Program** Continue to develop a comprehensive public education and community engagement program to reduce wildfire risks and educate citizens about wildfire hazards.	Countywide	Butte County, local fire safe councils, CAL FIRE, BIA, local fire jurisdictions, USFS, BLM, local nonprofit organizations, tribal governments, Butte County Resource Conservation District, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise, BEC, DWR	• Continue the Be Ready Butte campaign with a comprehensive outreach plan that addresses the County's unique challenges. Use a mix of online and offline communication channels (e.g., social media, local organization websites, bulk mailing, radio, local newspapers) to ensure messaging reaches all residents and visitors. • Develop and distribute materials on topics such as riparian fuels, buffer strips, defensible space, fire-safe landscaping, structural hardening, and prescribed burning. • Raise awareness about common human ignition sources and the wildfire risks associated with invasive plants. • Ensure inclusivity and support for vulnerable populations (e.g., disabled residents, low-income individuals, tribal members, non-English speakers) in wildfire planning, preparedness, and response efforts. • Continue to expand collaborations with local organizations such as Master Gardeners and UC Extension. • Partner with federal agencies, special districts, community associations, fire safe councils, schools, and nonprofits to facilitate outreach efforts. ○ Conduct educational campaigns for prescribed fire and smoke impacts and awareness. • Engage with tribal communities in the planning process to create targeted outreach efforts and programs. • Host evacuation preparedness workshops, and test evacuation plans through community-wide evacuation tests.	Reduce the risk of human-caused wildfires and build resilient communities by educating citizens on wildfire hazards and safety measures and fostering community involvement.	Conduct regular reviews and timely updates of outreach materials to keep information relevant and impactful. Monitor local engagement levels and track participation in educational programs to assess community reach and effectiveness.	• FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • USFS Community Wildfire Defense Grants (CWDG) • FEMA Fire Prevention and Safety (FP&S) Grants • EPA Environmental Education Grants • CAL FIRE Grant Programs • California Fire Safe Council Grants

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FAC #2		H		**Defensible Space Resident Assistance Program, Fuels Reduction Assistance Program, and Small Forest Landowner Assistance Program** Implement the Resident Assistance Program, Fuels Reduction Assistance Program, and Small Forest Landowner Assistance Program for defensible space clearance countywide to reduce hazardous fuels in the defensible space zone.	Countywide	Butte County, BLM, BIA, CAL FIRE, USFS, BCFSC, BCRCD, tribal governments, BCCG, DWR	• Establish clear eligibility criteria to determine which residents qualify for the no-cost defensible space clearance services, prioritizing low-income, elderly, and disabled individuals. • Ensure a streamlined application process to ensure accessibility and ease for residents. • Identify priority residents (low-income, elderly, or disabled) who require assistance with defensible space clearance. ○ Engage in outreach efforts to inform eligible residents about the program and the application process. ○ Partner with local organizations to identify and reach those in need of assistance. • Offer no-cost defensible space clearance services to priority residents, using trained personnel and specialized equipment to ensure safe and effective clearance. • Develop forest management plans and reduce fuels to support landowners with community resilience. • Involve and engage tribal communities.	Reduce hazardous fuels around homes, reducing the likelihood of wildfire spreading to structures and increasing countywide resilience. Support vulnerable populations in maintaining defensible space.	Track and monitor program outcomes to assess the effectiveness of clearance efforts and ensure the program meets its goals. Offer periodic program updates and feedback opportunities to residents, ensuring continuous effectiveness and improvement.	• FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • USFS Community Wildfire Defense Grants (CWDG) • Firewise Grants • California Fire Safe Council Grants • Good Neighbor Citizenship Grant • CAL FIRE Wildfire Prevention Grants
FAC #3		H		**Countywide Home Hardening** Implement countywide home hardening techniques to increase structure resilience to wildfire.	Countywide	Butte County, BLM, BIA, CAL FIRE, USFS, BCFSC, tribal governments, BCCG, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise	• Provide personalized recommendations and education on home hardening techniques, including the use of fire-resistant materials and design modifications. • Assist landowners with the implementation of home hardening measures, such as replacing vents, windows, siding, and roofing materials. • Use skilled contractors to ensure high-quality installations and provide financial assistance or incentives where possible. • Establish bulk purchasing programs for fire-resistant materials to reduce costs for homeowners. • Develop comprehensive educational materials and conduct workshops to inform residents about the benefits and methods of home hardening. • Promote the program through community events, local media, and social media platforms to reach a wide audience. ○ Create demonstration projects to showcase effective home hardening techniques on social media and at events.	Enhance home resilience to wildfires by educating residents on effective home hardening techniques to reduce the risk of structural damage during wildfires.	Conduct follow-up assessments to ensure the effectiveness of home hardening measures. Provide ongoing support and education to residents, including updates on new technologies and best practices. Establish a feedback mechanism for homeowners to report issues or improvements.	• FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • USFS Community Wildfire Defense Grants (CWDG) • Community Development Block Grants (CDBG) • Firewise Grants • California Fire Safe Council Grants • Good Neighbor Citizenship Grant • CAL FIRE Wildfire Prevention Grants

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FAC #4		H		**Intentional Fire Education** Conduct education and outreach to spread awareness and understanding regarding prescribed burning and smoke impacts.	Countywide	Butte County, BLM, CAL FIRE, USFS, BIA, BCFSC, BCRCD, tribal governments, BCCG, Chico State, BCCER, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise, BEC, DWR	• Engage the community through public meetings, workshops, and educational materials to raise awareness about the benefits and safety of intentional fire. • Develop and implement public education programs that explain the benefits of prescribed fire, including its role in wildfire risk reduction, ecological restoration, and cultural preservation. • Offer training and resources to landowners interested in using prescribed fire on their properties (i.e., Prescribed Fire Training Exchange). • Host community events, such as open houses and live burn demonstrations, to increase public understanding and support for prescribed fire efforts. • Engage volunteers in the Butte County Prescribed Burn Association and Butte County Prescribed Fire Resource Team.	Promote public knowledge and safety through increased education relating to prescribed fire.	Track participation and feedback regarding educational materials. Update materials as necessary with changing conditions.	• CAL FIRE Grant Programs • USFS Community Wildfire Defense Grants (CWDG) • California Fire Safe Council Grants
FAC #5		H		**Butte County Collaborative Group Coordination** Conduct quarterly meetings for wildfire safety and forest health coordination, planning, and education, and monthly forest health tours to educate community members, partners, and agencies.	Countywide	Butte County, BLM, BIA, CAL FIRE, USFS, BCFSC, tribal governments, PG&E, Butte County RCD, BCCG, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise, DWR	• Conduct quarterly meetings to coordinate wildfire safety and forest health initiatives, involving all relevant stakeholders. • Develop and update comprehensive plans based on collaborative input and new information. • Establish working groups to address specific issues and projects. • Organize monthly forest health tours to educate community members, partners, and agencies. • Provide hands-on learning opportunities and demonstrations of best practices in forest management and wildfire mitigation. • Develop and distribute educational materials to support ongoing learning.	Enhance coordination and collaboration among stakeholders and foster a culture of continuous learning and adaptation. Increase community knowledge and involvement in forest health and wildfire safety.	Track participation and feedback from meetings and tours to assess the effectiveness of the program. Adjust the program based on participant input and evolving needs. Maintain records of meeting outcomes and action items for accountability and follow-up.	• FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • USFS Community Wildfire Defense Grants (CWDG) • FEMA Fire Prevention and Safety (FP&S) Grants • EPA Environmental Education Grants • CAL FIRE Grant Programs • California Fire Safe Council Grants
FAC #6		H		**Development of Forest Management Plans** Collaboratively develop Forest Management Plans.	Countywide	Butte County, BLM, BIA, CAL FIRE, USFS, BCFSC, tribal governments, PG&E, Butte County RCD, BCCG, City of Chico, City of Oroville, and Town of Paradise, DWR	• Develop community-scale forest management plans to educate landowners on land management techniques. • Address specific needs and goals of landowners, such as timber production, wildlife habitat conservation, or recreational use. • Integrate best practices in sustainable forest management, including selective logging, prescribed burns, and invasive species management. • Ensure plans are aligned with local, state, and federal regulations and policies.	Educate community members on ecological benefits of forest management. Provide technical, digestible guidance on forest management practices applied for community protection and resilience.	Develop a monitoring framework to track the progress and effectiveness of the management plans. Conduct regular field assessments to evaluate forest health, biodiversity, and other key indicators. Use remote sensing and GIS tools to monitor changes in forest cover and land use patterns.	• FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • USFS Community Wildfire Defense Grants (CWDG) • FEMA Fire Prevention and Safety (FP&S) Grants • EPA Environmental Education Grants • CAL FIRE Grant Programs • California Fire Safe Council Grants

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GOAL 3: WILDFIRE RESPONSE

Goal 3 of the Cohesive Strategy/Western Regional Action Plan is Wildfire Response: All jurisdictions coordinate to implement safe, effective, risk-based management decisions.

RECOMMENDATIONS FOR IMPROVING FIRE RESPONSE CAPABILITIES

This section provides recommended actions that various agencies, as well as the public, could implement to support safe, effective wildfire response (Table 6.3). Recent wildfires in and around the county underscore the importance of safe and effective wildfire response and highlight the multifaceted challenges in responding to wildfire throughout the diverse landscapes present in the planning area. This intricate issue requires cooperation and collaborative efforts between various levels of government, response agencies, and the public.

Often during wildfire incidents, resources are stretched thin due to fire personnel committed to other ongoing fires. Increased community preparedness through education is a key factor in supporting local fire departments, in particular education regarding emergency notifications and evacuation protocols.

To learn more about public education and outreach programs, see Appendix F.

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Table 6.3. Recommendations for Safe and Effective Wildfire Response

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FR #1		H		**CWPP Project Implementation** Support implementation of projects identified in local, county, and tribal CWPPs.	Countywide	Butte County, CAL FIRE, BIA, USFS, BCCG membership organizations, BCFSC, local fire departments, federal and tribal governments, private organizations and companies, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise	• Promote continuous support and implementation of various wildfire management projects identified. • Conduct regular reviews of the CWPPs to identify priority projects. • Coordinate with local agencies and stakeholders to ensure alignment and support. • Implement identified projects through a collaborative approach, leveraging available resources and expertise.	Protect life and property through coordinated wildfire management. Establish a cohesive planning approach regarding wildfire management.	Conduct annual maintenance and updates to materials and project plans. Monitor progress through regular reporting and evaluations, and adjust strategies based on feedback and changing conditions.	• Community Planning Assistance for Wildfire (CPAW) • FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • FEMA Fire Prevention and Safety (FP&S) Grants • Firewise Grants • National Urban and Community Forest Program • California Fire Safe Council Grants • Regional Forest and Fire Capacity Grant Program • Landscape Scale Restoration Competitive Grant Program (USFS) • Butte Strong Fund • California Climate Investments Program • California Forest Improvement Program
FR #2		H		**Code Enforcement** Vegetation Abatement and other local codes and ordinance enforcement.	Countywide	Butte County, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise	• Enhance enforcement capacity of Butte County Code 38A and other local ordinances by securing increased funding and personnel resources to effectively follow through with court-ordered hazardous vegetation abatement orders. ○ Identify necessary funding allocations required to cover the costs of court-ordered abatement operations. • Provide specialized training for code enforcement officers on wildfire risk reduction, hazardous vegetation identification, and effective abatement practices. • Establish an efficient system for tracking violations, enforcement actions, and compliance progress, ensuring accountability and timely follow-up. • Provide educational resources to landowners on vegetation management requirements and compliance expectations, fostering proactive community involvement. ○ Outline clear consequences and issue court-ordered hazardous vegetation abatement orders.	Protect life and property through effective vegetation management. Provide a mechanism for enforcement of Chapter 38A on chronically non-compliant parcels.	Implement routine inspections in high-risk areas to identify hazardous vegetation early and prevent escalation of risks. Regularly update training and resources for code enforcement officers. Conduct routine monitoring and evaluation of enforcement activities.	• Community Planning Assistance for Wildfire (CPAW) • FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • FEMA Fire Prevention and Safety (FP&S) Grants Firewise grants • National Urban and Community Forest Program • California Fire Safe Council Grants • Regional Forest and Fire Capacity Grant Program • Landscape Scale Restoration Competitive Grant Program (USFS) • Federal Earmark • Butte Strong Fund • California Climate Investments Program • California Forest Improvement Program

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FR #3		H		**Public Assembly Points** Establish signage for public assembly points in alignment with local planning efforts.	Countywide	Butte County Office of Emergency Management, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise	• Use existing planning and resources from local agencies to identify high-risk areas and address needs for signage and opportunities for public assembly points. • Conduct joint planning sessions to ensure all stakeholders are aligned with the evacuation strategies and understand their roles and responsibilities. • Engage with local emergency management agencies, fire departments, law enforcement, and community organizations. • Incorporate input from community members to address specific needs and concerns. • Install clear, durable, and reflective signage that can be easily seen in various conditions, including low visibility due to smoke or darkness. • Identify safe locations within the community that can serve as public assembly points for individuals who may not be able to evacuate immediately. • Conduct community education programs and distribute printed and digital materials.	Improve the efficiency and safety of evacuations for residents and first responders.	Conduct periodic maintenance and replacement of signage. Update sign locations as the evacuation plan is updated. Regularly review and improve evacuation plans based on feedback and drills.	• Community Planning Assistance for Wildfire (CPAW) • FEMA Building Resilient Infrastructure and Communities (BRIC) Grants Firewise grants • National Urban and Community Forest Program • Challenge Cost Share Grant Program • California Fire Foundation Grant Program • Federal Earmark • FEMA Assistance to Firefighters Grants (AFG) • FEMA Fire Prevention and Safety (FP&S) Grants • FEMA Hazard Mitigation Grant Program (HMGP) • USFS Community Wildfire Defense Grant (CWDG) • Butte Strong Fund
FR #4		H		**Fire Department Staffing** Increase fire department career personnel staffing to meet newly established minimum standards.	Countywide	All Fire Departments Countywide	• Conduct a staffing needs assessment to determine optimal personnel levels based on response times, call volume, and community risk factors. • Increase current staffing model minimum staffing needs: ○ Three firefighters per apparatus, in alignment with other local municipal fire departments. ○ Provide for one career-staffed water tender every day, year-round. • Evaluate fire station staffing needs based on populations growth. • Implement a mentorship program to support new hires, increase retention, and foster career development within the department. • Develop retention initiatives like continuous training, career advancement opportunities, and wellness programs to ensure long-term workforce stability. • Provide training and resources to ensure readiness and effectiveness.	Improve wildland fire initial and extended attack capabilities. Reduce damage caused by wildfires through increased response times and resource availability. Reduce likelihood of firefighter injuries and fatalities through increased support.	Leverage technology and data to monitor staffing impacts on response times and adjust staffing goals as community needs evolve. Regularly review and adjust staffing models based on needs and budget.	• FEMA Assistance to Firefighters (AFG) Grants • Firewise grants • National Urban and Community Forest Program • GSA-Federal Excess Personal Property (GSA) • California Fire Foundation Grant Program • Federal Earmark • FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grants • Revenue measures such as sales or property tax

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FR #5		H		**Fire Department Volunteer Personnel Staffing** Increase the number of volunteer firefighters through enhanced recruitment and retention activities.	Countywide	Butte County Fire Department	• Increase recruitment and retention activities such as: ○ Billboard advertising ○ Radio advertising ○ TV advertising ○ Newspaper advertising ○ Social media advertising ○ Direct community outreach ○ Certification incentive program • Regularly recognize and celebrate the contributions of volunteer firefighters through awards, public acknowledgments, and appreciation events. • Establish a mentorship program where experienced volunteers guide and support new recruits.	Augment career firefighter staffing structure to ensure timely response to emergencies when career firefighters are committed to other emergencies.	Track metrics such as the number of new recruits, retention rates, and volunteer satisfaction surveys. Stay informed about best practices and innovative approaches in volunteer recruitment and retention. Maintain open lines of communication with volunteers to understand their needs, concerns, and suggestions.	• FEMA Assistance to Firefighters (AFG) Grants • Firewise Grants • National Urban and Community Forest Program • GSA-Federal Excess Personal Property (GSA) • California Fire Foundation Grant Program Grant Funding • Federal Earmark • FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grants
FR #6		H		**Defensible Space Inspection (DSI) Positions** Establish dedicated (permanent) DSI positions, including a Defensible Space Fire Captain and Defensible Space Inspectors.	Countywide	Butte County Fire Department, Chico Fire Department, Paradise Fire Department, and Oroville Fire Department.	• Assess the current need for dedicated DSI positions by analyzing wildfire risk data, community compliance levels, and existing inspection capacities. ○ Determine the optimal structure and number of DSI positions required to effectively cover the county. • Launch a targeted recruitment campaign to attract qualified candidates through job boards, professional networks, and local advertising. • Equip DSI personnel with the necessary tools and technology, such as GIS mapping software, mobile inspection apps, and communication devices, to enhance their efficiency and effectiveness. • Conduct regular inspections of properties to ensure compliance with Butte County Code Chapter 38A and PRC 4291. • Organize community workshops staffed with new DSI employees, informational sessions, and outreach programs to educate residents about the importance of defensible space and how to achieve compliance. ○ Develop and distribute educational materials.	Strengthen fire prevention and protection efforts to safeguard communities and valuable resources using proactive code enforcement and strategic mitigation measures.	Establish a system for routine monitoring and evaluation of the DSI program's effectiveness, including key performance indicators. Conduct regular reviews and audits of inspection reports and enforcement actions to ensure accuracy and consistency. Solicit feedback from property owners and community members.	• Federal Earmark • FEMA Fire Prevention and Safety (FP&S) Grants • Cal OES Proposition 4 (Prop 4) Grants • USFS Community Wildfire Defense Grant (CWDG) • FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grants • California Fire Safe Council Grants • California Fire Foundation Grant Program • Action, Implementation, & Mitigation Grant Funding

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FR #7		H		**Wildfire Preparedness Positions** Establish a dedicated (permanent) Community Wildfire Preparedness battalion within the current Resource and Vegetation Management office.	Countywide	Butte County Fire Department, CAL FIRE	• Conduct feasibility studies to determine the need and structure for the Community Wildfire Preparedness battalion. • Recruit and hire a Battalion Chief, GIS specialist, and administrative assistant. ○ Implement programs to manage Pre-Fire and Defensible Space Programs, coordinate efforts, and provide administrative and GIS support.	Redirect workload from Fire Prevention Bureau and VMP Battalion Chiefs. Enhance code enforcement coordination with a single point of contact. Provide administrative and GIS support to specialized personnel, alleviating non-specialized tasks.	Conduct routine monitoring and evaluation of the battalion's activities and effectiveness. Regularly update training and resources for battalion personnel. Ensure continuous funding and support for the battalion's programs.	• Federal Earmark • FEMA Fire Prevention and Safety (FP&S) Grants • Cal OES Proposition (Prop 4) Grants • USFS Community Wildfire Defense Grant (CWDG) • FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grants • California Fire Safe Council Grants • California Fire Foundation Grant Program • Action, Implementation, & Mitigation Grant Funding
FR #8		H		**WUI Pre-Plans** Use GIS data and specialized software to develop WUI pre-plans for public safety agencies.	Countywide	Butte County Fire Department, CAL FIRE, Chico Fire Department, Paradise Fire Department, and Oroville Fire Department.	• Use GIS data and specialized software to display community-specific attributes pertinent to responding resources such as: ○ Water sources ○ Evacuation zones and routes ○ Public gathering points ○ Historical fire line data ○ Recently completed fuel treatments ○ Target hazards ○ Routes of travel ○ Building footprints ○ Radio frequencies • Collaborate with fire departments, emergency management, local government, and community groups to gather insights and define roles. • Create contingency plans for high-risk scenarios, including limited access routes, roadblocks, and challenging terrain. • Develop digital and printed copies of data and maps for responding resources. • Post data to common operating platforms such as Mobile Data Terminals (MDTs) on vehicles. • Conduct hands-on training and simulated exercise.	Improve situational awareness and operational efficiency of responders and improve coordination of efforts amongst agencies.	Conduct annual reviews of the WUI pre-plan to ensure data accuracy and incorporate lessons learned from recent fire events. Adjust the plan as community demographics, vegetation conditions, and fire risk factors evolve.	• Emergency Management Performance Grant (EMPG) (FEMA) • FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • FEMA Fire Prevention and Safety (FP&S) Grants • Firewise Grants • CAL Fire Grant Programs • California EPA Loans and Grants Grant Funding • Federal Earmark

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FR #9		H		**Communication Infrastructure Repairs** Repairing, upgrading, and maintaining the public safety communications infrastructure.	Countywide	Butte County; Butte County Fire Department, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise	• Evaluate the current condition of public safety communications infrastructure, identifying weak points, outdated equipment, and areas with inadequate coverage. • Repair existing infrastructure damaged or rendered inoperable due to recent disasters. • Develop a phased plan to address the most critical repairs first, ensuring that essential systems are operational and reliable. • Upgrade existing equipment and install new equipment in strategic locations to support countywide multi-agency interoperability both amongst fire protection agencies and between various public agencies such as law enforcement, public works, etc. • Update communication protocols to reflect the capabilities of the enhanced infrastructure.	Enhance emergency response efficiency, responder safety, and communication during mutual aid and multi-jurisdictional incidents.	Create a routine inspection and maintenance schedule to ensure continuous functionality of communication equipment and infrastructure. Perform regular testing, calibration, and upgrades to prevent system failures and maintain optimal performance.	• Action, Implementation, & Mitigation Grant Funding • Federal Earmark • FEMA Hazard Mitigation Grant Program (HMGP) • FEMA Assistance to Firefighters Grants (AFG) • California Fire Foundation Grant Program • FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • USFS Community Wildfire Defense Grant (CWDG) • FEMA Rehabilitation Program for Communities (RPC)

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FR #10		H		**Countywide Water Supply Needs** Evaluate the level of need and potential solutions for water supply throughout the county, including rural area, urban areas, and particularly where water resources are limited of difficult to access. Install remote area water supply systems for firefighting and develop redundant water supply systems to ensure continuous availability during hydrant outages or reservoir repairs.	Countywide	Butte County; Butte County Fire Department, City of Chico, City of Oroville, City of Gridley, City of Biggs, Town of Paradise, BEC, and local water service providers	• Analyze rural and urban areas near critical infrastructure for water shortages during emergencies, considering population density, wildfire risk, and proximity to water sources. • Collaborate with local fire departments, emergency agencies, water districts, and community leaders to gather input on water supply challenges. • Explore solutions such as ○ Additional hydrants or hydrant backup systems ○ Water storage tanks or reservoirs in strategic locations ○ Draft sites at natural water sources, ○ Partnerships with private water sources. • Develop and install redundant water supply systems throughout the county, prioritizing rural areas and locations with challenging access. ○ Ensure this system includes temporary water storage solutions, such as dip tanks, pumps, and cisterns, strategically placed to meet firefighting demands. • Establish a backup plan for hydrant outages and explore residential water storage options, such as tanks or pools, to assist with structure protection during emergencies. • Create a phased implementation plan, establish a maintenance schedule, update emergency response plans, and train responders on using rural water supply infrastructure. ○ Develop a countywide GIS map cataloging all water resources, accessible to all firefighting agencies.	Enhance the resilience and safety of rural and urban areas near critical infrastructure through reliable water supply options for emergency response. Alleviate public and agency concerns for limited water supply in certain areas during times of drought or hydrant outages.	Conduct periodic reviews of water supply needs and adjust plans and infrastructure to meet evolving requirements. Monitor the effectiveness of implemented solutions and evaluate the efficiency of redundant systems.	• Action, Implementation, & Mitigation Grant Funding • Federal Earmark • FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • California EPA Loans and Grants • California Fire Foundation Grant Program • Firewise Grants • Emergency Management Performance Grant (EMPG) (FEMA)
FR #11		H		**Fleet Modernization** Evaluate, modernize, and expand the firefighting fleet to enhance response capabilities.	Countywide	All fire departments countywide	• Conduct a comprehensive evaluation of the fleet to identify vehicles nearing the end of their useful life or requiring frequent maintenance. • Develop a strategic plan for replacing or acquiring vehicles based on operational needs, usage patterns, and anticipated service demands. • Decommission or reassign underutilized vehicles to locations where they can be used more effectively, improving response capability and fleet efficiency. • Focus on updating the fleet with modern, reliable vehicles to enhance performance and reduce maintenance needs. • Increase the availability of specialized wildland response vehicles, including: ○ ICS Type 3 fire engines ○ ICS Type 6 fire engines ○ Water tenders	Enhance cost-effective fleet management through proactive assessment, maintenance, and modernization. Improve community resilience through greater response capabilities.	Regularly evaluate fleet condition and performance. Implement a strategic maintenance and upgrade schedule to ensure all fleet vehicles remain in peak operational condition. Continuously monitor and assess the impact of fleet modernization and expansion initiatives to ensure they meet performance goals.	• FEMA Assistance to Firefighters Grants (AFG) • Firewise Grants • National Urban and Community Forest Program • GSA-Federal Excess Personal Property (GSA) • California Fire Foundation Grant Program Grant Funding • California Air Resources Board Carl Moyer Grant Program • Federal Earmark

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FR #12		H		**Fire Line Qualified Bulldozer Team** Acquire a bulldozer that meets fire line specifications, along with a transport truck, and hire sufficient heavy fire equipment operators to provide 24-hour coverage throughout the year.	Countywide	Butte County Fire Department	• Purchase a bulldozer that meets fire line specifications similar to those used by CAL FIRE. • Acquire a transport truck capable of moving the bulldozer to various locations as needed. • Recruit and hire qualified heavy fire equipment operators. • Ensure staffing levels are sufficient to provide 24-hour coverage year-round. • Ensure a bulldozer is always staffed and available for deployment in Butte County.	Build community resilience. Increase capacity to implement fuel reduction projects throughout the county.	Conduct regular maintenance and inspections of the bulldozer and transport truck to ensure operational readiness.	• Butte Strong Fund • FEMA Assistance to Firefighters Grants (AFG) • California Air Resources Board Carl Moyer Grant Program • Firewise Grants • Federal Earmark
FR#13		H		**Establish and Maintain a County/Local Government Level Aerial Firefighting Program** Ensure availability of locally dispatched firefighting aircraft for use within Butte County.	Countywide	Butte County Fire Department	• Collaborate with private, local, state, and federal agencies to establish and maintain Exclusive Use Aircraft Agreements. • Explore opportunities to expand existing Exclusive Use Aircraft Agreements to include additional aircraft and resources. • Ensure that firefighting aircraft are locally dispatched and available for immediate response within Butte County. • Explore opportunities to acquire firefighting aircraft such as helicopters and establish an aerial firefighting program capable of water dropping and fire personnel transportation, as well as rescue (longline, hoist, etc.) and emergency transportation of injured firefighters. • Explore opportunities to acquire remote sensing aircraft that provides advanced intelligence data such as Fire Integrated Real-Time Intelligence System (FIRIS) and infrared (IR) imagery. • Recruit and hire qualified aircraft pilots and fire suppression personnel to operate and staff aircraft.	Ensure the availability of firefighting aircraft within Butte County, even when local CAL FIRE or USFS aircraft are committed to other incidents, to maintain rapid response capability and enhance local fire suppression resources.	Conduct routine maintenance and inspections to ensure aircraft are operational and ready for deployment. Evaluate feedback mechanism with incident commanders.	• Butte Strong Fund • FEMA Assistance to Firefighters Grants (AFG) • Firewise Grants • Federal Earmark

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FR #14		H	Fall 2025	**Limited Access Issues** Resolve limited access issues and incorporate solutions into the General Plan's Safety Element (circulation) for improved safety and accessibility.	Countywide	Butte County, private landowners, CAL FIRE, USFS, BCFSC, SPI, tribal governments, BCCG, BIA, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise	• Conduct periodic reevaluation of high-risk roads for maintenance and clearance efforts, focusing on roads critical for safe ingress and egress. ○ Identify new high-risk roads as environmental conditions change throughout the county. • Prioritize projects for fire access roads, and establish regular maintenance schedules to address vegetation, debris, regrowth cycles, and road surface conditions. • Establish partnerships with private entities (e.g., PG&E, SPI). • Promote resident involvement in clearing vegetation along rights-of-way. • Maintain and improve turnarounds for first responders, enhance alternative access routes on backroads, and ensure bridges meet load-bearing safety standards through assessment and necessary upgrades. • Establish vegetation management programs and existing plans from agencies responsible for right-of-way management. • Work with local planners, media, and community figures to communicate evacuation plans for communities with limited access. • Install clear and informative directional signage in communities with dead ends, cul-de-sacs, and complex layouts to aid navigation for emergency responders. • Continue to collaborate with Butte County and local jurisdiction planners and community stakeholders to ensure that future development accounts for improved access and safety considerations. • Establish an active communication channel allowing residents to file concerns to authorities regarding road maintenance and access issues. ○ Consider hosting community meetings, opening up phone lines, and establishing webpages for online submittals.	Provide safe and effective means of evacuation in case of emergencies. Enhance community and firefighter safety. Improve accessibility and infrastructure resilience.	Establish feedback mechanism to allow the public to identify concerns and express needs. Conduct regular monitoring and maintenance to keep roads accessible for resident vehicles and necessary emergency response vehicles. Reassess and update evacuation plans and make targeted infrastructure improvements to enhance emergency preparedness and safety.	• FEMA Building Resilient Infrastructure and Communities (BRIC) Grants • FEMA Fire Management Assistance Grant (FMAG) • USFS Community Wildfire Defense Grant (CWDG) • FEMA Assistance to Firefighters Grants (AFG)

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FR #15		M		**Fire Facility Modernization and Relocation** Upgrade and modernize fire stations to current standards in order to accommodate current and future staffing models and relocate existing facilities to more strategic locations.	Countywide	Butte County, CAL FIRE	• Relocate Station 41 north of Chico to existing county-owned land that is strategically located. ○ Identify and secure the county-owned land for the new station. ○ Design and construct the fire station with modern facilities and equipment. • Relocate station 44 in South Chico to strategically located land to be determined. ○ Identify and secure strategically located land for the new station. ○ Design and construct the fire station with modern facilities and equipment. • Evaluate need to update and modernize existing facilities to meet current industry standards and provide appropriate facilities for current and future staffing needs. • Evaluate existing administrative facilities and acquire, lease, or otherwise obtain sufficient office, storage, training, and parking space to support current fire department administrative needs for fire suppression, fire prevention, fire law enforcement, vegetation management, defensible space inspection, public information/community engagement, and other community wildfire protection related programs.	Protect life and property through improved response times and resource availability.	Conduct continuous monitoring of available funding sources to ensure project completion. Conduct regular maintenance and updates to the station and its equipment. Evaluate response times and effectiveness periodically to ensure objectives are met.	• FEMA Assistance to Firefighters Grants (AFG) • Firewise Grants • National Urban and Community Forest Program • GSA-Federal Excess Personal Property (GSA) • California Fire Foundation Grant Program • Federal Earmark • Butte Strong Fund
FR #16				**Install and Maintain Remote Automated Weather Stations (RAWS)** Install RAWS throughout the county to ensure comprehensive weather data coverage and accurate collection.	Countywide	Butte County, CAL FIRE, USFS	• Conduct a comprehensive assessment to identify optimal locations for RAWS installation based on historical fire data, topography, and vegetation. • Integrate RAWS data into the county's emergency management and wildfire monitoring systems. • Establish a centralized data management system to collect, store, and analyze weather data from all RAWS units.	Improve the county's ability to detect and respond to wildfire threats through real-time weather monitoring. Support long-term wildfire research and planning efforts with comprehensive weather data.	Conduct periodic reviews and maintenance of RAWS units to ensure they are functioning correctly and providing accurate data.	• FEMA Assistance to Firefighters Grants (AFG) • Firewise Grants • National Urban and Community Forest Program • GSA-Federal Excess Personal Property (GSA) • California Fire Foundation Grant Program • Federal Earmark • Butte Strong Fund
FR #17				**Command and Control Redundancy** Ensure continuity of operations and increase in capabilities during expanding incidents.	Countywide	CAL FIRE, Butte County, City of Chico, City of Oroville, City of Gridley, Town of Paradise, and City of Biggs	• Establish a facility containing a backup dispatch center for continuity of operations (COOP). • Acquire and equip a site for an Emergency Operations Center (EOC). • Ensure capabilities for the implementation of a Virtual Emergency Operations Center (VEOC).	Provide robust and failsafe communications and dispatching systems in the event of system failure or disaster requiring evacuation of emergency command center. Ensure that command and control can be expanded to meet needs of growing incidents.	Regularly reevaluate personnel, equipment, and facilities capabilities while implementing updates and training as required. Ensure a maintenance schedule is followed.	• FEMA Emergency Management Performance Grant (EMPG) • FEMA Building Resilient Infrastructure and Communities (BRIC) • California Fire Safe Council Grant Programs • California Department of Conservation – Regional Forest and Fire Capacity Grant Program • FEMA Hazard Mitigation Grant Program (HMGP) • Butte Strong Fund

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FR #18				**UAS Capabilities** Expand and maintain UAS capabilities.	Countywide	CAL FIRE, Butte County, City of Chico, City of Oroville, City of Gridley, Town of Paradise, and City of Biggs	• Increase drones and pilots for operations. • Maintain UAS fleet. • Expand capabilities of UAS fleet providing increase in mission parameters.	Allow agencies to gather, process, and utilize aerial sensory information for fire planning and operational suppression of fire and mitigation of other emergencies. Give UAS pilots the ability to move equipment and supplies to line personnel in a timely manner. Enable aerial ignitions with UAS.	Ensure consistent training of personnel. Maintain and upgrade UAS hardware and software to meet the needs of the agencies. Continually research and implement new technologies that would benefit the mission.	• FEMA Assistance to Firefighters Grants (AFG) • FEMA Hazard Mitigation Grant Program (HMGP) • Federal Excess Personal Property (FEPP) • California Fire Foundation Grant Program • Environmental Systems Research Institute (Esri), Inc. Grants
FR #19				**Fire Lookout Cameras** Increase the number of and maintain fire lookout cameras.	Countywide	CAL FIRE, Butte County, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise	• Install new camera locations and maintain current cameras. • Implement new and emerging technologies such as artificial intelligence.	Provide real-time information to dispatch centers and field personnel for early warning detection of fire, tactical operations, and safety.	Repair or replace cameras as necessary. Install new cameras where needed to ensure full coverage.	• FEMA Fire Prevention and Safety Grants (FP&S) • FEMA Assistance to Firefighters Grants (AFG) • California Department of Conservation – Regional Forest and Fire Capacity Grant Program • California Fire Safe Council Grant Programs • USFS Community Wildfire Defense Grant (CWDG) • Butte Strong Fund
FR #20				**Incident Call Center** Establish a 211 system for increased information sharing with the public.	Countywide	CAL FIRE, Butte County, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise, BEC	• Establish a facility and provide staffing.	Provide the public information about emergency incidents in a timely manner.	Regularly review of staffing and training. Upgrade and maintain equipment and facilities as needed. Engage in regular training exercises.	• FEMA Building Resilient Infrastructure and Communities (BRIC) • FEMA Emergency Management Performance Grant (EMPG) • California Fire Safe Council Grant Programs • FEMA Hazard Mitigation Grant Program (HMGP) • Butte Strong Fund
FR #21				**Emergency Apparatus Information Delivery** Increased communications and safety during an incident for responding personnel.	Countywide	CAL FIRE, Butte County, City of Chico, City of Oroville, City of Gridley, City of Biggs, and Town of Paradise	• Improve Automatic Vehicle Locator (AVL) and Mobile Data Terminal (MDT) functionality and data availability. • Upgrade and update connectivity to field resources. • Expand GIS capabilities to deliver additional mapping products to field personnel.	Ensure the communications network during an incident, providing safety and tactical information. Ensure situational awareness for responding personnel.	Upgrade and maintain communications equipment regularly. Ensure the most effective technology are implemented for safety and efficacy.	• FEMA Assistance to Firefighters Grants • FEMA Hazard Mitigation Grant Program • FEMA Emergency Management Performance Grant • GSA-Federal Excess Personal Property (GSA) • Federal Excess Personal Property (FEPP) • California Fire Foundation Grant Program

Project ID	Status	Priority (H,M,L)	Timeline for Action	Project Description	Location	Land Ownership/ Lead Agency	Methodology/Approach	Serves To:	Monitoring/Maintenance Requirements	Funding Sources
FR #22				**Improve County GIS Capacity** Bolster GIS capacity for improved data sharing and maintenance.	Countywide	Butte County, Chico State, NSPDC	• Provide damage inspection (DINS) data to county entities. • Improve County GIS ability to process structure damage data for building department during incidents. • Provide additional training and capacity for GIS personnel. • Expand GIS resources available during emergencies by increasing GIS department staffing and providing GIS cross-training to existing staff members. • Replace and upgrade GIS software, hardware, and other infrastructure to support modern and emerging GIS functionality.	Provide for timely evaluation of damaged structures facilitating expedited repopulation of affected areas.	Regularly assess GIS software and staffing needs for adequacy.	• USFS Community Wildfire Defense Grant (CWDG) • FEMA Hazard Mitigation Grant Program (HMGP) • FEMA Emergency Management Performance Grant (EMPG) • California Fire Safe Council Grant Programs • Esri Environmental Systems Research Institute, Inc. Grants
FR #23				**Evacuation Routes and Zone Planning** Establish evacuation planning for increased safety for the public.	Countywide	CAL FIRE, Butte County, City of Chico, City of Oroville, City of Biggs, City of Gridley, and Town of Paradise	• Establish and maintain an up-to-date evacuate plan throughout Butte County.	Provide for public safety by ensuring they are informed about escape routes, safety zones, temporary refuge areas. Ensure zones and routes are up to date.	Monitor changes in the local transportation system and fire environment to understand when plan updates are necessary.	• FEMA Building Resilient Infrastructure and Communities (BRIC) • FEMA Hazard Mitigation Grant Program (HMGP) • FEMA Emergency Management Performance Grant (EMPG) • USFS Community Wildfire Defense Grant (CWDG) • California Fire Safe Council Grant Programs
FR #24		H		**TOP Emergency Operations Center Information Project** Research and purchase equipment for the TOP Emergency Operations Center that would provide the highest level of information gathering and displays to maintain real-time operational awareness during emergency situations.	Town of Paradise	Town of Paradise in cooperation with the Butte County Sheriff's Office and Butte County Office of Emergency Management, CAL FIRE	• Design the system to provide redundancy and resilience to communication system breakdowns and cyber threats. Provide multiple channels for communicating with the public using platforms from low to high tech. Examples include Alert FM and General Mobile Service Radio (GMRS) radio and HAM radio. • Integrate the project into the existing communication and notification systems such as Code Red, IPAWS, the Town's 21 Tower Early Warning System and the Town's Emergency Management Program.	Save lives during wildfire evacuations and other emergencies that require immediate notification of threats to the public.	As needed.	• FEMA Hazard Mitigation Grant Program (HMGP) • CAL FIRE CCI Grants

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CHAPTER 7 – MONITORING AND EVALUATION

All stakeholders and signatories to this CWPP desire worthwhile outcomes. It is also known that risk reduction work on the ground, for the most part, is often not attainable in a few months—or even years. The amount of money and effort invested in implementing a plan such as this requires that there be a means to describe, quantitatively and/or qualitatively, whether the goals and objectives expressed in this plan are being accomplished according to expectations.

Monitoring and reporting contribute to the long-term evaluation of changes in ecosystems, as well as the knowledge base about how natural resource management decisions affect both the environment and the people who live in it. Furthermore, as the CWPP evolves over time, there may be a need to track changes in policy, requirements, stakeholder changes, and levels of preparedness. These can be significant for any future revisions and/or addendums to the CWPP and will be facilitated through use of the project tracker.

Developing an action plan and an assessment strategy that identifies roles and responsibilities, funding needs, and timelines for completing highest-priority projects is an important step in organizing the implementation of the Butte County CWPP. The previous chapter identifies tentative timelines and monitoring protocols for project recommendations, the details of which are outlined below. The CWPP hub site and associated story map and project tracking tool are designed to help sustain the plan and encourage frequent updates and monitoring of the recommended projects. They also increase transparency to the public, showing the actions of land managers and agencies toward wildfire mitigation and thereby building community buy-in and support.

It is recommended that project monitoring be a collaborative effort. There are many resources for designing and implementing community-based, multi-party monitoring that could support and further inform a basic monitoring program for the CWPP (Egan 2013).

Table 7.1 identifies monitoring strategies for various aspects of all categories of CWPP recommendations and the effects of their implementation, both quantifiable and non-quantifiable, for assessing the progress of the CWPP and increasing sustainability of projects. It must be emphasized that these strategies are 1) not exhaustive and 2) dependent on available funds and personnel to implement them.

Table 7.1. Recommended Monitoring Strategies

Strategy	Task/Tool	Suggested Lead	Remarks
Project tracking system	*Online web app to track hazardous fuels projects spatially, integrating wildfire risk layer to show progress towards wildfire hazard and risk reduction. Web app will include attribute tables that outline project details.*	BCFSC	Interactive tool will be easily updated and identify areas that require additional efforts.
Photographic record (documents pre- and post-fuels reduction work, evacuation routes, workshops, classes, field trips, changes in open space, treatment type, etc.)	*Establish field GPS location; photo points of cardinal directions; keep photos protected in archival location.*	CAL FIRE Butte Unit, Butte County, BCFSC	Relatively low cost; repeatable over time; used for programs and tracking objectives.
Number of acres treated (by fuel type, treatment method, location, effectiveness, changes in wildfire hazard)	*GPS/GIS/fire behavior prediction system*	CAL FIRE Butte Unit, BCFSC	Evaluate costs, potential fire behavior.
Number/percentage of home ignition zones/defensible space treated to reduce structural ignitability	*GPS*	Property owners	Structure protection
Community participation and engagement in wildfire risk reduction activities	*Meetings, media interviews, articles*	CAL FIRE Butte Unit, BCFSC	Evaluate culture change objective.
Number of property owner contacts (brochures, flyers, posters, etc.)	*Visits, phone*	CAL FIRE Butte Unit, Butte County, BCFSC	Evaluate objective.
Number of jobs created and investments made in staff/organizational capacity for program implementation	*Contracts and grants*	CAL FIRE Butte Unit, Butte County, BCFSC	Evaluate local job growth and capacity for implementation.
Education outreach: launch mitigation program campaign (track number of participants in person and online, kinds of involvement)	*Workshops, classes, field trips, signage, social media, website*	CAL FIRE Butte Unit, Butte County, BCFSC	Evaluate objectives.
Track investments in local per capita spending on hazard mitigation projects	*Contracts, local/state/federal funding sources and grants*	CAL FIRE Butte Unit, Butte County, BCFSC	Ensure adequate funding.
Emergency management: changes in agency response capacity, efficiencies in emergency response and evacuation planning times	*Collaboration*	Agency representative	Evaluate response capabilities and mutual aid.
Codes and policy changes affecting CWPP	*Qualitative*	Butte County	CWPP changes
Number of stakeholders	*Added or dropped*	CAL FIRE Butte Unit, Butte County, BCFSC	CWPP changes
Wildfire acres burned, human injuries/fatalities, structure loss, infrastructure loss, environmental damage, suppression, and rehabilitation costs	*Wildfire records, DINS data*	Local fire agency representatives	Compare with 5- or 10-year average.

FUELS TREATMENT MONITORING

It is important to evaluate whether fuel treatments have accomplished their defined objectives and whether any unexpected outcomes have occurred.

When implementing the strategies outlined in this section, it is essential to make the following considerations:

1. Monitoring protocols can help determine whether treatment priorities align with the plan's goals.
2. Ecological consequences, such as soil movement and invasive species, can result from fuel treatments. Cost-effective monitoring can mitigate long-term impacts.
3. Vegetation regrowth necessitates periodic assessment of fuel breaks and modifications. Monitoring helps identify appropriate treatment intervals.
4. Comprehensive monitoring of all fuel treatments, including mechanical and burned areas, is essential for adaptive management and understanding ecological impacts. It also addresses economic and legal questions and provides educational opportunities.
5. Tracking changes in policy, codes, requirements, stakeholder dynamics, and preparedness is crucial for future revisions of the CWPP.

The monitoring of each fuels reduction project would be site-specific, and decisions regarding the timeline for monitoring and the type of monitoring to be used would be determined by the project. The most important part of choosing a fuels project monitoring program is selecting a method appropriate to the people, place, and type of project. Several levels of monitoring activities meet different objectives, have different levels of time intensity, and are appropriate for different groups of people. They include the following:

Minimum—Level 1: Pre- and Post-project Photographs

Appropriate for many individual property owners who conduct fuels reduction projects on their properties.

Moderate—Level 2: Multiple Permanent Photo Points

Permanent photo locations are established using rebar or wood posts, GPS-recorded locations, and photographs taken on a regular basis. Ideally, this process would continue over several years. This approach might be appropriate for more enthusiastic property owners or for agencies conducting small-scale, general treatments.

High—Level 3: Basic Vegetation Plots

A series of plots can allow monitors to evaluate vegetation characteristics such as species composition, percentage of cover, and frequency. Monitors then can record site characteristics such as slope, aspect, and elevation. Parameters would be assessed pre- and post-treatment.
The monitoring agency should establish plot protocols based on the types of vegetation present and the level of detail needed to analyze the management objectives. This method is appropriate for foresters or other personnel monitoring fuel treatments on forested lands.

Intense—Level 4: Basic Vegetation Plus Dead and Downed Fuels Inventory

The protocol for this level would include the vegetation plots described above but would add more details regarding fuel loading. Crown height or canopy closure might be included for live fuels. Dead and downed fuels could be assessed using other methods, such as Brown’s transects (Brown 1974),

an appropriate photo series (Ottmar et al. 2000), or fire monitoring (Fire Effects Monitoring and Inventory System [FIREMON]) plots. This method is ideal for foresters or university researchers tracking vegetation changes in forested lands.

More information regarding fuel treatment types and methods can be found in Appendix G.

LANDOWNER GUIDANCE

Landowners play a crucial role in maintaining fuel mitigation projects on their properties, ensuring these efforts remain effective over time. Establishing and maintaining effective fuel treatments, such as shaded fuel breaks and defensible space, is essential for reducing wildfire risk and protecting both property and natural resources. Regular monitoring and maintenance prevent ladder fuels and maintain reduced vegetation density, ensuring effective fuel breaks. The BCFSC provides guidance on how to effectively monitor and maintain these treatments through their *Maintaining Defensible Space and Your Shaded Fuel Break* pamphlet (BCFSC 2020).

Monitoring Procedures:

- **Regular Inspections:** Conduct at least twice per year to identify dense vegetation or thigh-height growth needing treatment.
- **Evaluating Fire Ladder Potential:** Assess for shrubs and low branches that could allow fire to reach tree canopies; branches should be three times the height of surrounding shrubs.
- **Compliance with Local Requirements:** Ensure a minimum of 100 feet of cleared area around structures, as required by state, county, and local laws or requirements.

Maintenance Methods:

- **Lop and Scatter:** Cut and disperse branches and smaller trees on the ground.
- **Chipping:** Convert limbs, brush, and small trees into wood chips for mulch.
- **Mastication:** Use mechanized shredding and grinding of vegetation to leave mulch on the ground.
- **Brush Cutting:** Use weed eaters with brush blade attachments to control small-diameter shrubs and trees.
- **Hand Pile and Burn:** Safely burn piles of cleared brush under regulated conditions.
- **Prescribed Fire:** Conduct planned and permitted burns to reduce regrowth.

Optimal Timing for Maintenance:

- Conduct maintenance during the winter and early spring months when fire danger is lower.
- During times of increased fire danger, typically late spring through summer and fall, avoid red flag conditions (if possible, work in the morning when ignition potential is lessened), and keep a water source nearby.

Using Herbicides and Browsing for Control:

- **Herbicide Application:** Use herbicides to control regrowth, following label instructions.
- **Animal Browsing:** Use goats, sheep, and other livestock to manage regrowth by grazing on vegetation, effective for invasive species.

By following these practices, landowners and managers can maintain shaded fuel breaks while following local guidelines and fostering a healthier forest ecosystem throughout the county.

PROJECT TRACKER

As described previously, within the hub site is a project tracking system designed to provide real-time updates and the ability for multi-agency coordination and collaboration. The tracking system is available for internal use and comes with the following features:

- Project database
- Project entries and sub-entries into the database
- Funding tracking
- Milestone and goal tracking
- Project constraint/opportunity tracking
- Project progress tracking
- Agency delegation
- Ability to attach images or other files to project records
- Spatially delineated project locations/working areas

Externally, the project tracker holds the ability to display statistics to the public, such as acres treated, dollars spent, or the number of meetings held.

CWPP EVALUATION

CWPPs are intended to reduce the risk of wildfire for a community and the surrounding environment. However, over time, communities change and expand, vegetation grows back, and forests and wildlands evolve. As such, the risk of wildfire to communities is constantly changing. The plans and methods to reduce risk must be dynamic to keep pace with the changing environment. An evaluation of the CWPP will gather information and identify whether the plans and strategies are on course to meet the desired outcomes or if modifications are needed to meet expectations. Figure 7.1 identifies four general steps that can be used to evaluate the CWPP.

TIMELINE FOR UPDATING THE CWPP AND UNIT PLAN

The HFRA allows for maximum flexibility in the CWPP planning process, permitting the Core Team to determine the time frame for updating the CWPP. Historically, the Core Team has provided prompt updates to the CWPP to ensure that the most up-to-date information and data for wildfire planning within the county are available for planning purposes. To ensure that this CWPP continues to stay relevant across Butte County, the Core Team members are encouraged to continue frequent updates to review the project list, discuss project successes, and strategize regarding project implementation funding. CAL FIRE Butte Unit will lead the facilitation and oversight of the comprehensive update of the CWPP, ensuring it incorporates up-to-date wildfire risk factors, reflects the latest fire hazards, considers community input, and identifies best practices in fire mitigation and emergency response.

Since this plan also serves as a Unit Fire Plan, the CAL FIRE Butte Unit will conduct annual updates. These updates will include annual accomplishment reporting (Appendix K), minor revisions (noted on the second page of this document), and updates to relevant statistics and priorities.

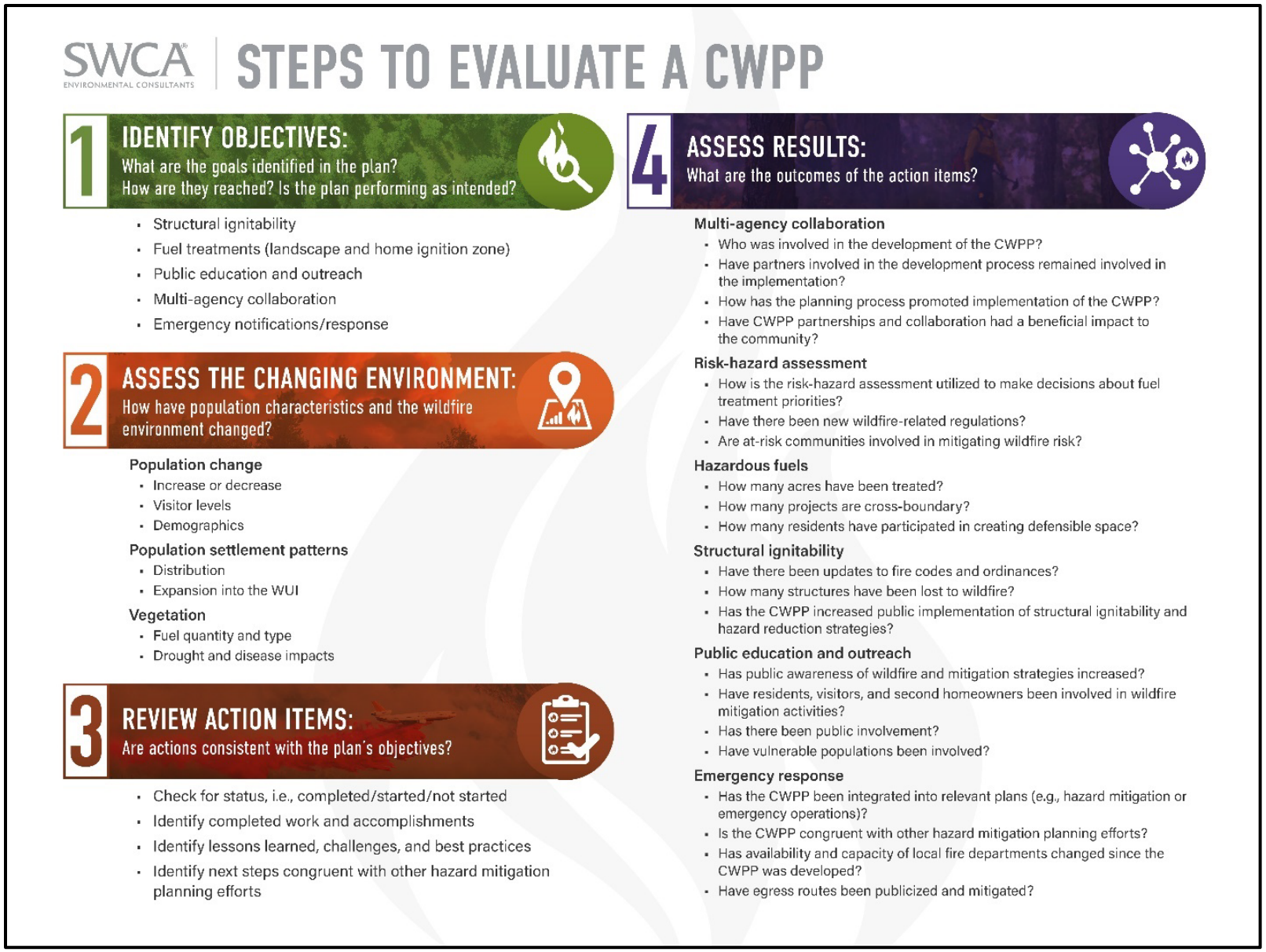


Figure 7.1. Four-step CWPP evaluation process.



CHAPTER 8 – QUANTITATIVE WILDFIRE RISK ASSESSMENT

PURPOSE

The completion of a Quantitative Wildfire Risk Assessment (QWRA) provides land use managers, fire officials, and planners with critical information to develop targeted strategies for reducing wildfire threats. This assessment not only guides planning efforts but also supports outreach and education initiatives to engage community members in minimizing fire-related risks. For this community wildfire protection plan (CWPP) update, areas of high wildfire hazard and risk are identified using the QWRA process through the modeling of fire behavior, burn probability, and fire intensity, along with evaluating the exposure and susceptibility of structures, critical infrastructure, and highly valued resources and assets (HVRAs).

Stakeholder and expert input further guides the QWRA process, ensuring recommended fuel treatments are prioritized according to wildfire risk. For further details on fuels treatments, refer to Chapter 6 (Risk Reduction Recommendations) and Appendix I (Fuel Treatment Activities).

The QWRA provides a community- and landscape-level overview of wildfire risk and is not recommended for use at smaller scales (such as for a property-level analysis). It is also not recommended for use in determining insurance rates or policies. This QWRA is a model, and as such has inherent biases, missing data, and other shortcomings, though every effort has been made to include the best available data and use the most robust scientific processes. Also note that just because an area is shown as high or low risk does not mean that that area will be burned or not burned in a wildfire—a low-risk area can still be affected by wildfire under certain conditions. This QWRA is also not intended for use during active wildfire events, but rather only as a tool for pre-fire planning. It is not recommended that this QWRA be used for any other purpose than what is stated here.

In addition to the desktop QWRA, this CWPP also leverages a field wildfire hazard and risk assessment, completed in October 2024, which is discussed below and in Appendix C.

FIELD-BASED COMMUNITY HAZARD ASSESSMENTS

Community Hazard Assessments were conducted in October 2024 using the National Fire Protection Association (NFPA) Wildland Fire Risk and Hazard Severity Form 1144 (see Appendix C). This form is based on the NFPA Standard for Reducing Structure Ignition Hazards from Wildland Fire 2013 Edition. The purpose of the Community Hazard Assessment and subsequent ratings is to identify fire hazard and risks and prioritize areas requiring mitigation and more detailed planning. These assessments should not be seen as tactical pre-suppression or triage plans. The Community Hazard Assessment helps to drive the recommendations for mitigation of structural ignitability, community preparedness, and public education.

Each area was rated based on conditions within the community and immediately surrounding structures, including access, adjacent vegetation (fuels), defensible space, adjacent topography, roof and building characteristics, available fire protection, and placement of utilities. Each score was given a corresponding adjective rating of low, moderate, high, or extreme (Table 8.1).

It is imperative to note that these assessments demonstrated a challenge with private bridges oftentimes serving as the sole access points to several properties. These bridges are often constructed without permits, lack regular maintenance, and have unknown load capacities, posing significant challenges for emergency response and evacuation. This concern is particularly relevant in isolated areas of the county, such as Butte Creek Canyon and Berry Creek, where access limitations further exacerbate wildfire risks.



Example of aboveground utility with hazardous vegetation observed during field-based assessments.

Table 8.1. Field-Based Community Hazard Assessment Summaries

Community Name	Total Risk Score	Hazard Rating
Bangor/Rackerby	114	Extreme
Berry Creek	114	Extreme
Big Bend	122	Extreme
Biggs/Gridley	67	Moderate
Butte Creek Canyon	112	Extreme
Butte Meadows	102	High
Butte Valley	89	High
Chico	93	High
Clipper Mills	95	High
Cohasset	118	Extreme
Concow	110	High
East Oroville	101	High
Feather Falls	119	Extreme
Forbestown	105	High
Forest Ranch	105	High
Honcut	77	High
Hurleton	123	Extreme
Jonesville	115	Extreme
Magalia/Paradise Pines/De Sabla	105	High
Nelson/Richvale	76	High
Nord	82	High
North Chico	84	High
Oroville	89	High
Palermo	97	High
Paradise	86	High
Pentz	90	High
Richardson Springs	111	High
Robinson Mill	117	Extreme
Southwest Chico/Durham	52	Moderate
Stirling City	102	High
Swedes	114	Extreme
Table Mountain/Cherokee	128	Extreme
Thermalito	77	High
Yankee Hill	119	Extreme

Note: More detailed information is provided in Appendix C.

COMMUNITIES AT RISK DESIGNATION

The National Fire Plan allocates funding to reduce wildfire risks to communities, with an initial list of high-risk communities within the WUI published in the Federal Register in 2001, designated through collaboration between states and federal agencies. Briefly after its inception, states took over the responsibility for updates. For California, the State Forester (CAL FIRE Director) manages the list, and it is important to note that California's unique WUI situation has resulted in an extension of the list beyond communities adjacent to federal lands (CAL FIRE 2024i). Table 8.2 outlines Butte County's communities listed as high-risk.

Table 8.2. Communities at Risk within Butte County

Community Name	Year	Community Name	Year
Bangor	2001	Inskip	2001
Berry Creek	2001	Jonesville	2001
Butte Creek	2001	Kelly Ridge	2013
Butte Meadows	2001	Magalia	2001
Butte Valley	2013	Oroville	2001
Cherokee	2013	Oroville East	2001
Chico	2001	Palermo	2001
Clipper Mills	2013	Paradise	2001
Cohasset	2001	Paradise Pines - De Sabla	2013
Concow	2001	Pentz Butte	2001
Durham	2001	Robinson Mills	2001
Feather Falls	2001	South Oroville	2001
Forbestown	2010	Stirling City	2001
Forest Ranch	2001	Thermalito	2001
Honcut	2013	Yankee Hill	2013
Hurleton	2001		

Source: CAL FIRE (n.d.)

EXISTING HAZARDS INFORMATION

CALIFORNIA FIRE HAZARD SEVERITY ZONES

In accordance with PRC 4202, CAL FIRE maintains Fire Hazard Severity Zone (FHSZ) data for the entire state. The FHSZs rely on advanced scientific data and are determined by considering key factors such as vegetation, topography, and weather (CAL FIRE 2024g). There are three classes of fire hazard severity ratings within FHSZs: moderate, high, and very high (California Governor’s Office of Planning and Research [Cal OPR] 2022a). These zones represent hazards across the landscape, with "hazard" defined by physical conditions that indicate the likelihood and expected fire behavior over a 30- to 50-year period,

excluding mitigation measures such as home hardening, recent wildfires, or fuel reduction efforts. It is important to note that hazard levels do not directly indicate the potential damage a fire may cause.

Figure 8.1 shows the SRA FHSZs for Butte County based on data available at the time of plan development. Many areas within the county are classified as having high or very high FHSZs, with the eastern and northern portions of the county having considerably higher proportions of very high hazard areas. In fact, there are 17,126 structures in SRA high or very high FHSZs. The LRA FHSZs are currently being updated, thus the structure count in very high FHSZs will be updated once the LRA FHSZs are finalized and adopted. Additionally, many urban centers such as Chico, Paradise, and Oroville are bordered by or in proximity to SRA very high hazard landscapes.

CAL FIRE released the updated draft LRA FHSZs for Butte County in February 2025. **The LRA FHSZs are in draft format until they are formally adopted by each local jurisdiction,** which may take up to 120 days plus additional time for finalization by the State Board of Forestry. The draft LRA FHSZ web map can be accessed at: https://experience.arcgis.com/experience/6a9cb66bb1824cd98756812af41292a0.

CAL FIRE reviewed and updated FHSZs for State Responsibility Areas (SRAs) in 2023 and approved the final SRA FHSZ maps to be effective April 1, 2024. The most up-to-date FHSZ maps and an interactive viewer can be found on CAL FIRE's website at: https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones.

This CWPP is designed to focus on areas within the county with the highest wildfire risk (as evaluated in the "Quantitative Wildfire Risk Assessment" section below); it is therefore important to note that FHSZs evaluate wildfire "hazard" and not "risk." As defined by CAL FIRE:

> "Hazard" is based on the physical conditions that create a likelihood and expected fire behavior over a 30- to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts. "Risk" is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition-resistant building construction (CAL FIRE 2023a, 2023b).

Thus, while FHSZs help guide the community fire planning and mitigation process by assessing hazards, this CWPP enhances the "hazard only approach" by considering the hazard and risk dynamic across the county.

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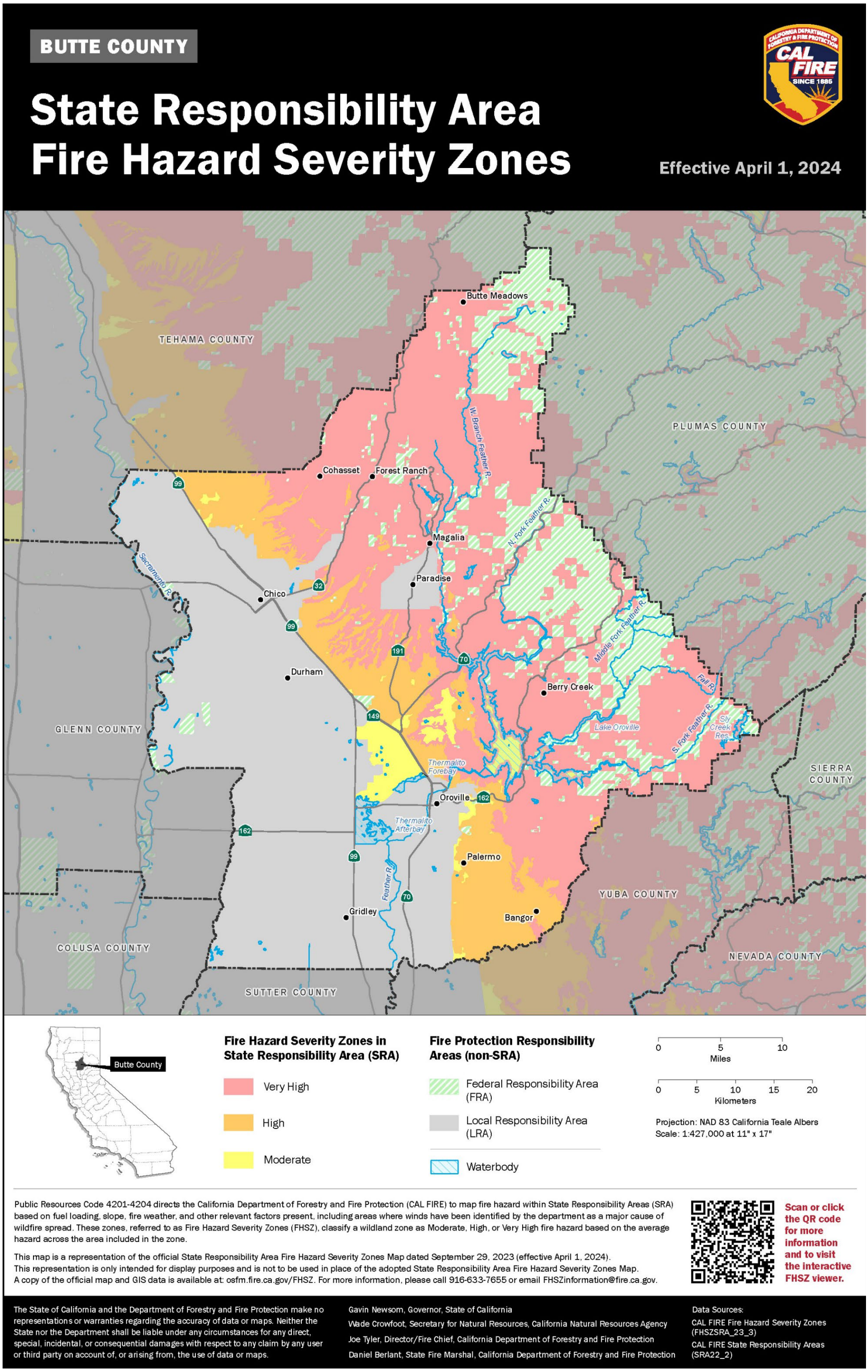


Figure 8.1. CAL FIRE's FHSZs in the SRA within Butte County.

Note: This page serves as a placeholder for the Unincorporated Butte County LRA FHSZ map. This map will be included in a future annual CWPP update once the final adopted version is available. The most up to date FHSZ maps and an interactive viewer can be found on CAL FIRE's website at: https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones.

Figure 8.2. 2025 LRA Fire Hazard Severity Zones in unincorporated Butte County.

Note: This page serves as a placeholder for the City of Chico LRA FHSZ map. This map will be included in a future annual CWPP update once the final adopted version is available. The most up to date FHSZ maps and an interactive viewer can be found on CAL FIRE's website at: https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones.

Figure 8.3. 2025 LRA Fire Hazard Severity Zones in the City of Chico.

Note: This page serves as a placeholder for the City of Oroville LRA FHSZ map. This map will be included in a future annual CWPP update once the final adopted version is available. The most up to date FHSZ maps and an interactive viewer can be found on CAL FIRE's website at: https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones.

Figure 8.4. 2025 LRA Fire Hazard Severity Zones in the City of Oroville.

Note: This page serves as a placeholder for the Town of Paradise LRA FHSZ map. This map will be included in a future annual CWPP update once the final adopted version is available. The most up to date FHSZ maps and an interactive viewer can be found on CAL FIRE's website at: https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones.

Figure 8.5. 2025 LRA Fire Hazard Severity Zones in the Town of Paradise.

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ASSESSING HAZARDS VS. RISK

SWCA's QWRA evaluates key factors such as flame length (intensity), burn probability, buildings, and highly valued resources and assets (HVRAs). Flame length is modeled by analyzing vegetation type, density, and condition; topography, including slope, aspect, and elevation; and meteorological conditions like wind, temperature, and humidity. Burn probability is generated by running thousands of simulations, considering ignition locations, fire size, weather patterns, fuel types, and topography. These flame length and burn probability outputs represent hazards, while buildings and HVRAs represent susceptible values.

This QWRA categorizes the landscape into four risk levels: low, moderate, high, and very high. In comparison, CAL FIRE's FHSZs reflect vegetation, topography, and weather patterns to indicate burn likelihood and potential fire behavior, ranging from moderate to very high hazard levels. Updated FHSZs incorporate land use changes, recent fire history, new wind data, and local climate information (CAL FIRE 2024i).

The primary distinction between SWCA's QWRA and CAL FIRE's FHSZs is that FHSZs assess hazard only, while SWCA's QWRA accounts for both hazard and the likelihood of resulting damage (risk).

Regulatory background regarding the development and updates of FHSZs are summarized in Appendix A.

QUANTITATIVE WILDFIRE RISK ASSESSMENT

FRAMEWORK

The QWRA is a specialized tool for evaluating the risk that wildland fires pose to communities within the county. Risk is defined as a combination of hazard and vulnerability (Figure 8.6). For the purposes of this document, risk is conceptualized using four key factors within the QWRA Framework (Scott et al. 2013):

- **Burn Probability**: The likelihood of a 30-square-meter pixel burning within a specified time period.
- **Intensity**: The rate of energy release during combustion, which can be measured by flame length—a direct indicator of fire intensity.
- **Exposure**: The proximity of HVRAs to hazards within the landscape, such as homes located in the WUI.
- **Susceptibility**: The degree to which an HVRA is likely to be damaged by wildfire.



Figure 8.6. QWRA Framework.
Derived from Scott et al. 2013.

PROCESS OVERVIEW

Flame length (intensity) and burn probability were assessed using established models including FARSITE, FlamMap, BehavePlus, and FireFamily Plus, integrated within the Interagency Fuel Treatment Decision Support System (IFTDSS) and ArcGIS Desktop Spatial Analyst tools. The QWRA data were sourced primarily from LANDFIRE and supplemented by additional datasets (LANDFIRE 2023).

SWCA generated a landscape file for the county in IFTDSS, with Core Team input guiding the refinement of fuel models, response functions, and relative importance values, resulting in tailored fire behavior outputs and risk scoring. The datasets (flame lengths, building footprints, HVRAs, and burn probability) were processed and reclassified in ArcGIS Pro. The raster calculator in ArcGIS Pro then produced the conditional Net Value Change (cNVC) and expected Net Value Change (eNVC) risk outputs, with the eNVC serving as the final risk layer in the QWRA. The cNVC evaluates wildfire impacts to values assuming a fire has occurred (i.e., it assumes 100% probability), whereas the eNVC evaluates the likelihood of impacts to values based on fire probability (IFTDSS n.d.a).

DATA COLLECTION

The spatial data required for this QWRA are summarized in Table 8.3. It's important to note that burn probability considers factors such as landscape characteristics (e.g., topography and fuels), weather conditions (e.g., humidity and wind), and historical ignition patterns. Similarly, flame length calculations incorporate fuels, topography, and weather conditions.

Table 8.3. Spatial Data Inputs for the QWRA

Inputs	Source	Type/Subtype
Burn Probability	IFTDSS, LANDFIRE	Hazard/Probability
Flame Length	IFTDSS, LANDFIRE	Hazard/Intensity
Critical Infrastructure HVRAs	Butte County and Homeland Infrastructure Foundation-Level Data (HIFLD)	Vulnerability/Exposure
Building Footprint HVRAs	Microsoft	Vulnerability/Exposure

Identification of Hazards and Vulnerability

Hazards

Burn Probability

Figure 8.7 illustrates the likelihood of a specific location on the landscape burning, which is represented as burn probability. Burn probability takes into account several factors, including fire size, frequency, rate of spread, and weather conditions (IFTDSS n.d.b). Burn probability is modeled as low in the eastern and western portions of the county, with higher ratings in the central area.

Recent large fires, such as the 2020 North Complex and the 2021 Dixie Fire, have significantly influenced burn probability in Butte County's higher elevations. Areas within these fire perimeters exhibit reduced burn probabilities in the model due to changes in fuel conditions; post-fire landscapes with less combustible material burn less readily under simulated peak fire season conditions compared to pre-fire conditions. If this analysis had been conducted prior to these major fires, burn probabilities in these areas would likely have been much higher. It should also be noted that low burn probability does not mean "no" probability. For example, a 20% burn probability means that one in five ignitions under very high fire danger conditions would reach and burn that location.

Flame Length

Figure 8.8 illustrates the flame length classifications for Butte County. Flame lengths are determined by fuels, weather, and topography. Flame length is a measure of the intensity of the hazard in the QWRA equation. Direct attack by hand lines is usually limited to flame lengths less than 4 feet. For flames between 4 and 8 feet, indirect suppression (dozers, engines, etc.) is the dominant tactic. In excess of 8 feet, control efforts will be extremely challenging.

Flame lengths vary across the county. Lower-elevation grass fuels typically produce shorter flame lengths and have the highest likelihood of successful suppression, while higher-elevation timber fuels are more susceptible to crown fires that can be challenging to control. Mid-elevation brush and timber fuels exhibit flame lengths and suppression potentials that fall between these extremes.

Directly related to flame length is fire intensity. Fire intensity was modeled for various critical infrastructure and natural resources in Butte County; these maps are shown in Figures B.1 through Figure B.5. They represent fire intensity adjacent to the railroads, small community water resources, and critical habitat areas.

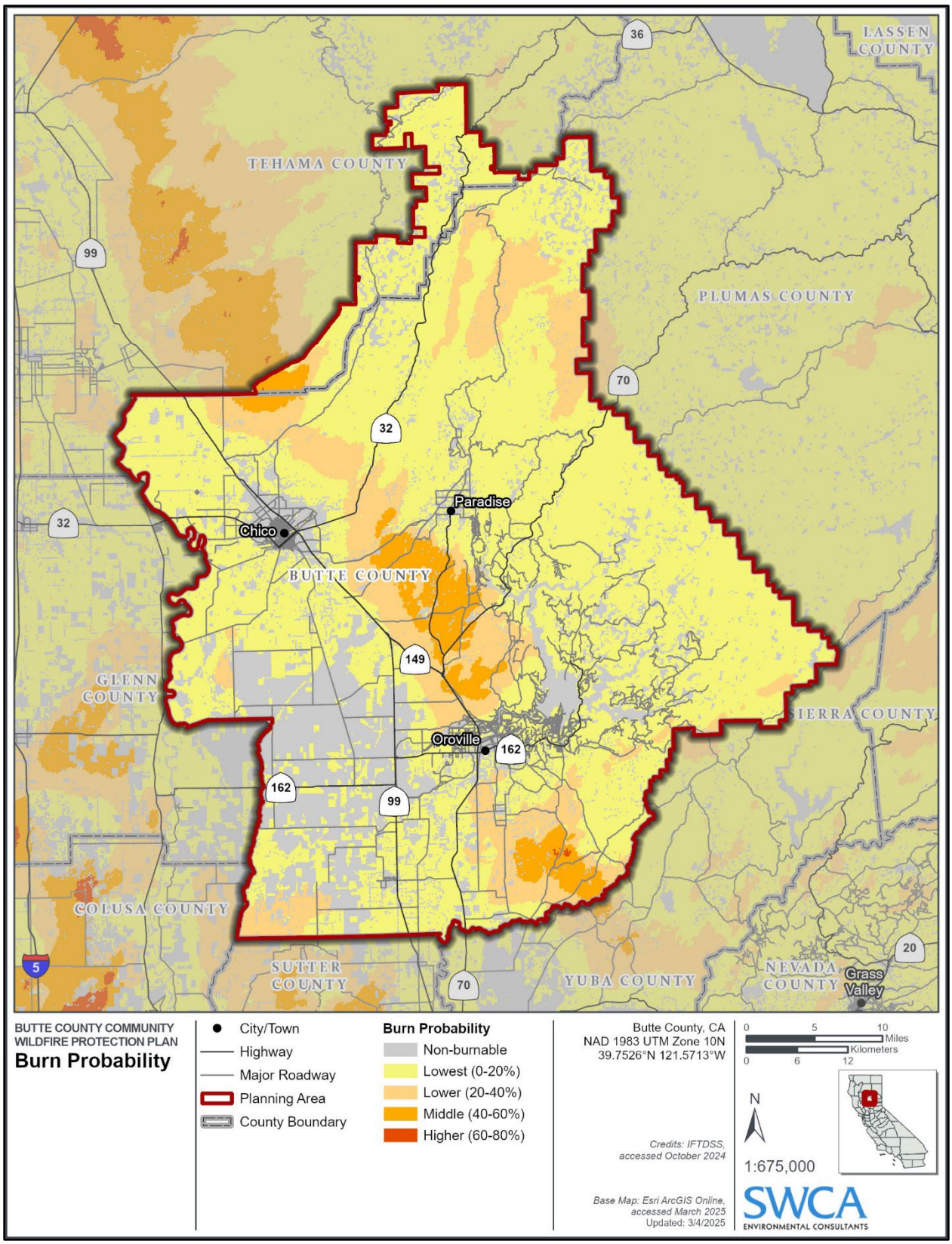


Figure 8.7. Burn probability in the Butte County CWPP planning area.

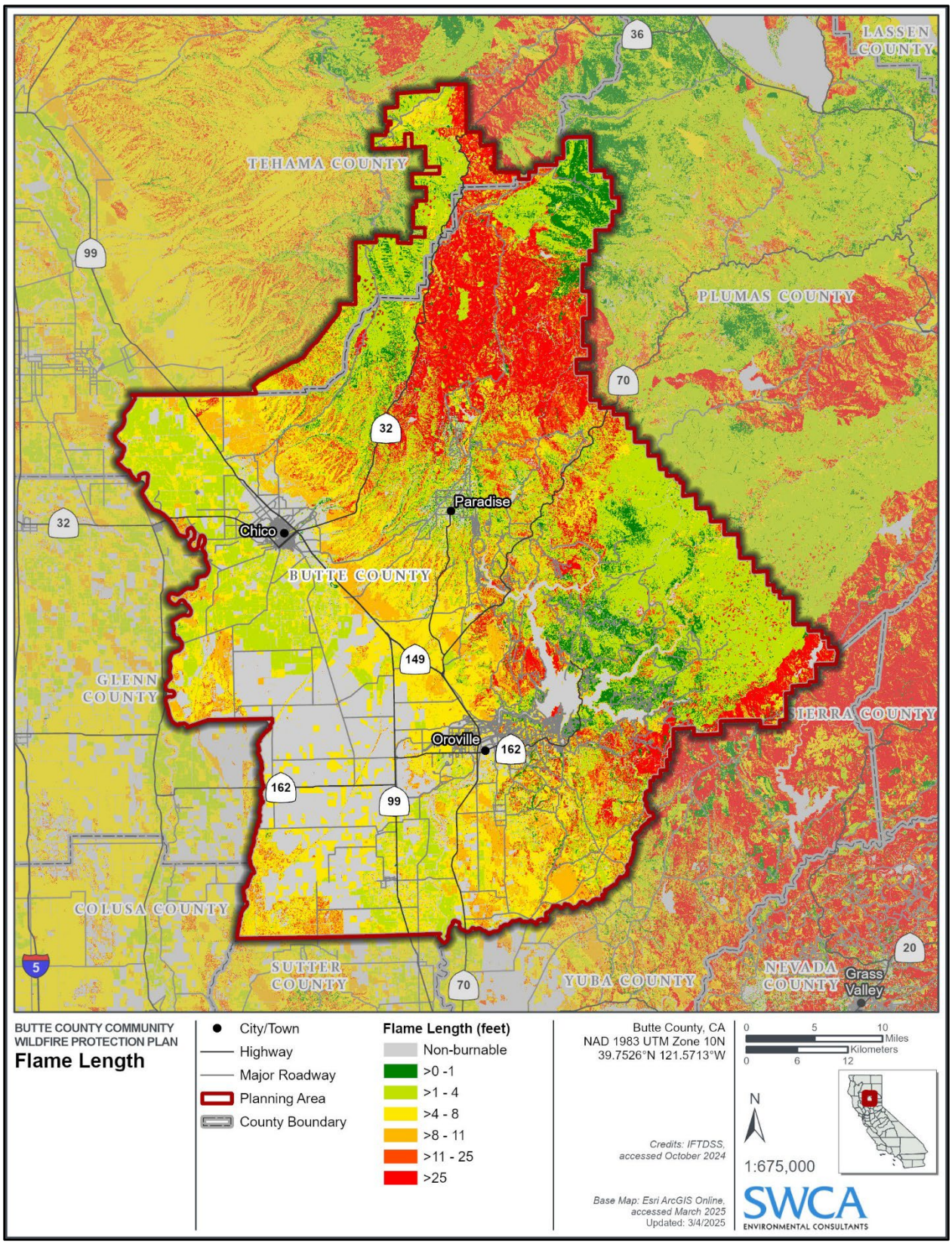


Figure 8.8. Flame length in the Butte County CWPP planning area.

Vulnerability

Response Functions

Response Functions (RFs) measure the susceptibility of highly valued resources and assets (HVRAs) to wildfire, indicating how fire affects these resources based on intensity (IFTDSS n.d.c). Defined by experts, RFs assign a value change ranging from -100 to +100, where -100 represents significant loss and +100 denotes substantial benefit. The RFs assigned to each HVRA are based on flame length classes, which represent different levels of fire intensity. Generally, the longer the flame length, the higher the intensity and the flame's impact to structures and HVRAs.

HIGHLY VALUED RESOURCES AND ASSETS (HVRAs)

Infrastructure

The infrastructure dataset (Figure 8.9) for the QWRA was developed through a comprehensive process that combined data from critical infrastructure inventories, community assessments, public outreach efforts, and Core Team input. This dataset was further supplemented with HVRA data acquired from the Homeland Infrastructure Foundation-Level Data (HIFLD). The identified infrastructure HVRAs include structures, power lines, transmission lines, substations, power plants, pipelines, communication towers, and communication sites. These data are essential to the QWRA, as they indicate key locations on the landscape where values that support the community are present.

Critical infrastructure was buffered by 30 meters to address areas classified as 'unburnable' around these assets. Frequently, a nonburnable space exists between HVRAs and adjacent fuels; adding this buffer effectively classifies the HVRAs adjacent to fuels as 'burnable' features. Though the fire spread models do not simulate structure burning (‘urban’ fuels show as ‘unburnable’) this allows the risk to be projected into the most threatened developments on the edge of the WUI.

Buildings

The Microsoft Building Footprints (Figure 8.10) dataset was used to identify the locations and extents of structures, including residences and businesses, across the planning area. This dataset, created using artificial intelligence (AI) algorithms applied to high-resolution satellite imagery, provides detailed polygonal representations of buildings (ArcGIS Online 2022). Incorporating these data into the QWRA allows for accurate mapping of structures across the landscape and helps assess the exposure of built environments to wildfire risks.

Since the model typically classifies the immediate areas around buildings as 'unburnable,' building footprints were buffered by 0.25 mile to ensure this area is treated as 'burnable' in the analysis.

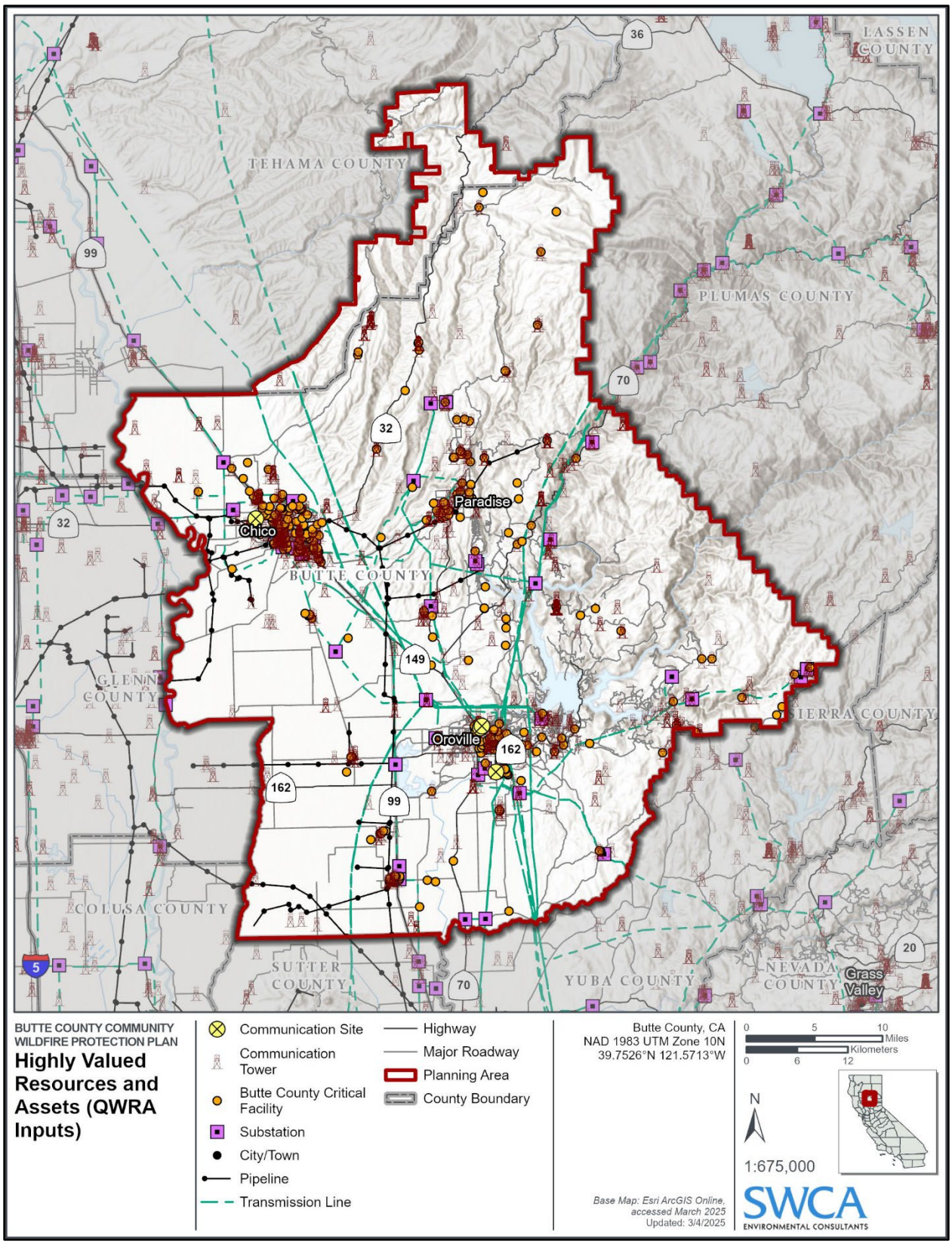


Figure 8.9. Butte County CWPP planning area QWRA input – HVRA: infrastructure.

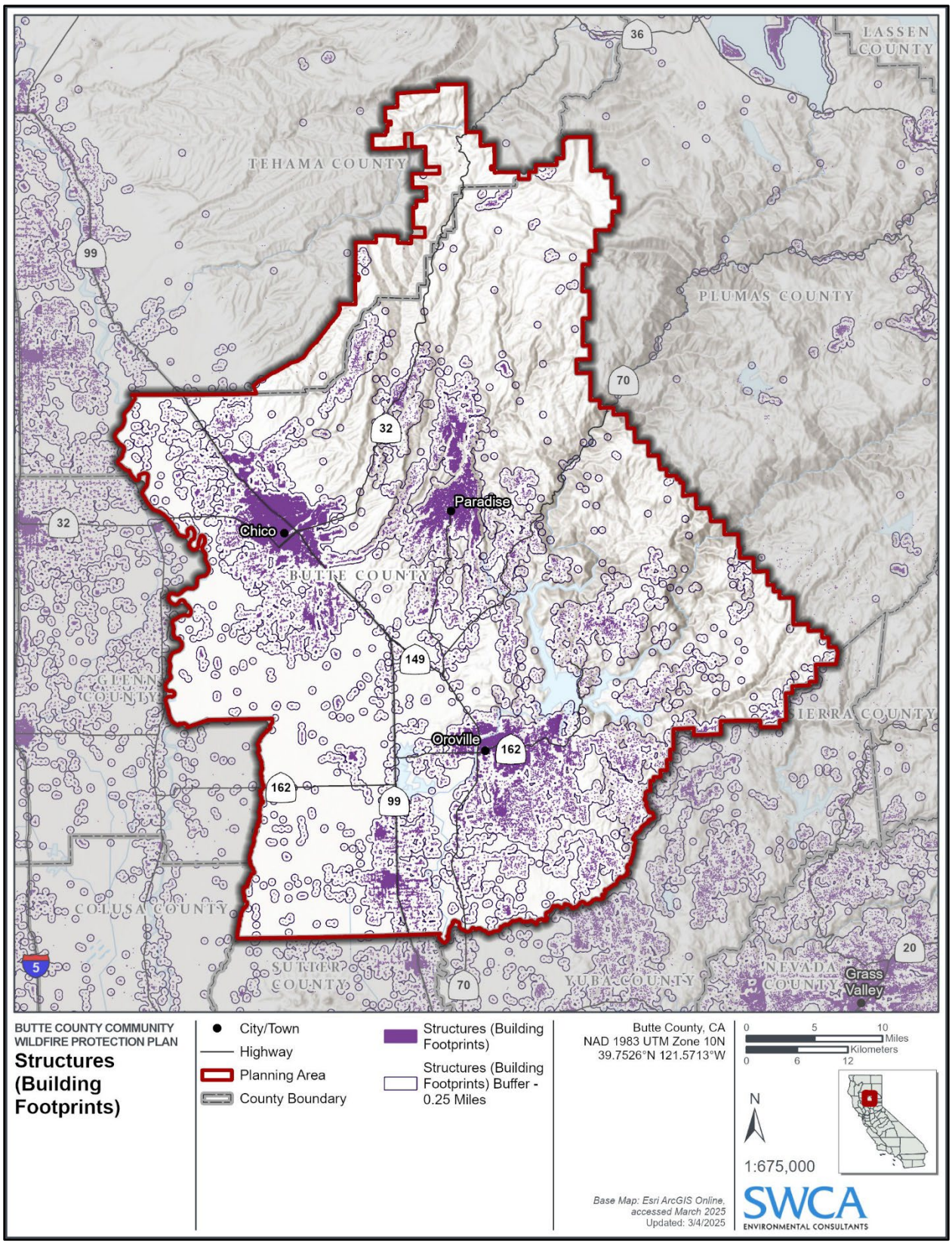


Figure 8.10. Butte County CWPP planning area QWRA input – building footprints.

RISK MODELING AND SCORING

Landscape Fire Behavior

Landscape fire behavior modeling was executed in IFTDSS (FlamMap) using the Automatic 97th Percentile Landscape Fire Behavior (Auto 97th) parameters (IFTDSS n.d.d). The Auto 97th setting models fire behavior under very high fire weather conditions. Auto 97th uses data from nearby remote automated weather stations (RAWS) to determine conditions for fuel moisture and wind speed and direction.

Weighting and Relative Importance

To develop a quantitative risk product (Wildfire Risk to Structures and Infrastructure) the HVRAs must be weighted with a relative importance value (Scott et al. 2013). The HVRAs were broken into two categories and weighted as shown in Figure 8.11.

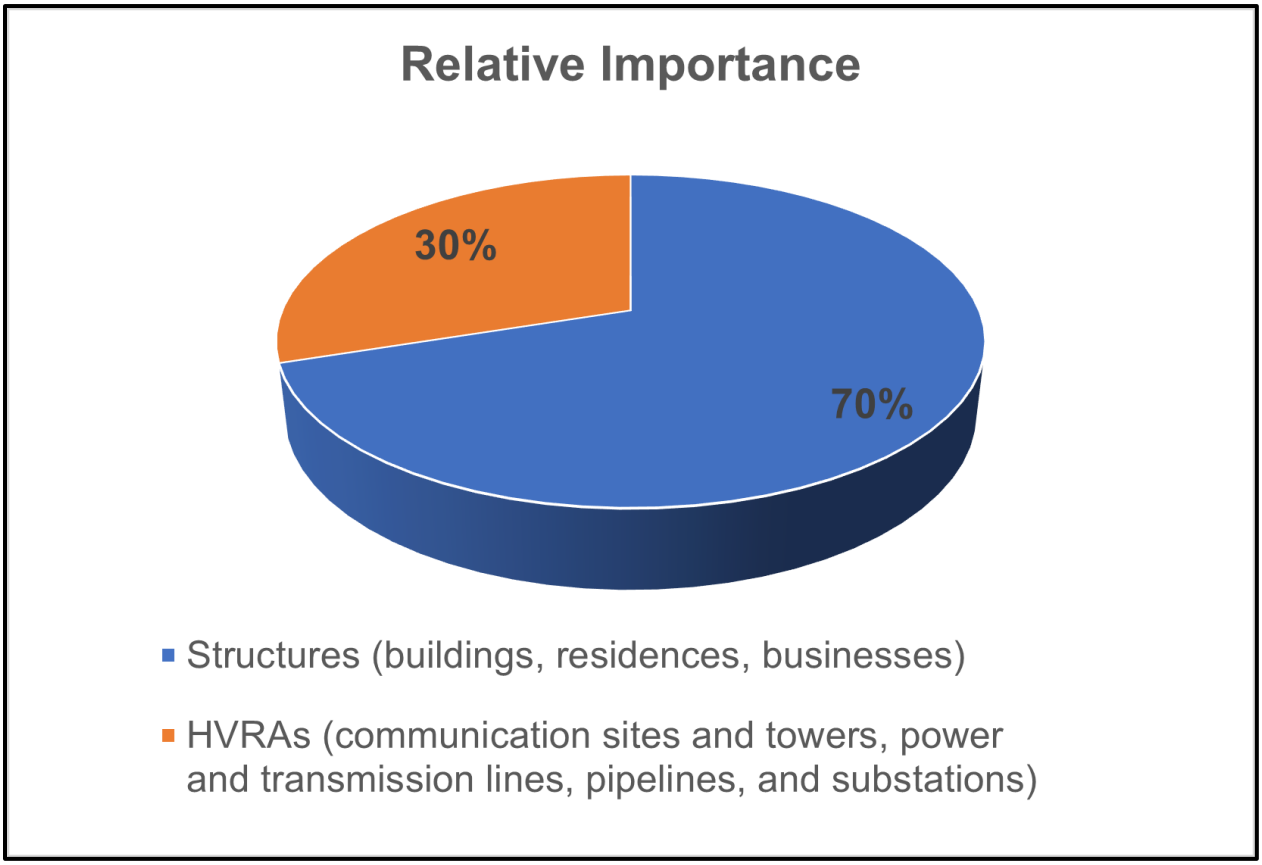


Figure 8.11. Relative importance of collaboratively selected HVRAs for the Butte County CWPP planning area.

VALIDATION AND CALIBRATION

LANDFIRE is a national remote sensing project that provides land managers with a data source for all inputs needed for fire behavior models (fuels, topography, and canopy characteristics). The database is managed by the USFS and the U.S. Department of the Interior and is widely used throughout the United States for land management planning. More information can be obtained from http://www.landfire.gov.

The fire modeling for the Wildfire Risk to Assets products used the LANDFIRE 2023 layers (released in May 2024 and updated through the end of 2023). Because 2024 fires had not yet been incorporated into the standard data, edits were made to incorporate the Park, Thompson, Junes, and Apache Fire perimeters. Within the burn perimeters, grass, grass-shrub, shrub, timber litter, and timber understory layers were modified to reflect slower future rates of spreads and shorter flame lengths in the 2024 fire footprints. Calibrations made in LANDFIRE to recent local fires such as the 2020 Dixie and 2021 North Complex were used for the 2024 burn perimeters. It takes several years to understand how post-fire regeneration will respond. The burn area calibrations were made to represent likely fire activity in the various fuel types within the burn areas for a 3- to 5-year period. They will likely overestimate spread for 2025 and could underestimate spread beyond 2029. Rerunning the risk analysis on LANDFIRE 2029, and any time after major fires or fuel changes, is recommended.

QWRA RESULTS

The QWRA map (Figure 8.12) highlights high and very high wildfire risk in the central portion of the county, where wildland fuels overlap infrastructure and buildings. Areas with elevated risk typically have both a high density of structures (buildings and residences) and fuels. It’s important to note that this QWRA assesses wildfire risks specifically to structures and HVRAs; therefore, areas without these assets show no data. This focus aligns with the CWPP’s objective of prioritizing communities and the critical infrastructure that supports them, though other values may also hold significance.

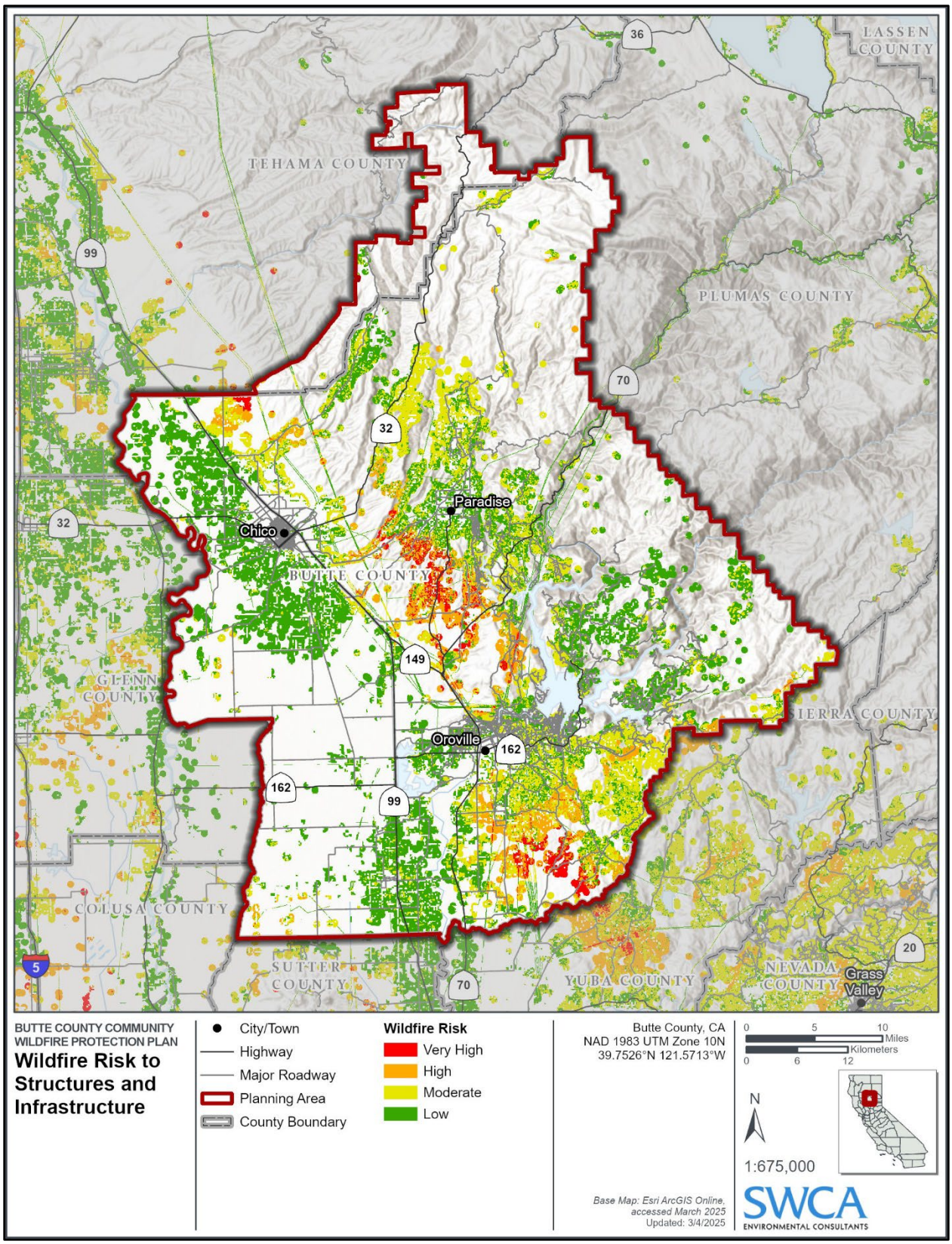


Figure 8.12. Wildfire risk to structures and infrastructure in the Butte County CWPP planning area.

ABBREVIATIONS AND ACRONYMS

°F	Degrees Fahrenheit
ATSDR	Agency for Toxic Substances and Disease Registry
BAER	Burned Area Emergency Rehabilitation
BCCER	Big Chico Creek Ecological Reserve
BCCG	Butte County Collaborative Group
BCFSC	Butte County Fire Safe Council
BCRCD	Butte County Resource Conservation District
BEC	Butte Environmental Council
BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
CAAB	Chico Air Attack Base
CAL FIRE	California Department of Forestry and Fire Protection
California SJT	California Silver Jackets Team
Cal OES	California Governor's Office of Emergency Services
Cal OPR	California Governor's Office of Planning and Research
CDC	Centers for Disease Control and Prevention
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
Cohesive Strategy	National Cohesive Wildland Fire Management Strategy
County	Butte County
CWPP	Community Wildfire Protection Plan
DWR	California Department of Water Resources
ECC	Emergency Command Center
EPA	U.S. Environmental Protection Agency
Esri	Environmental Systems Research Institute, Inc.
FAC	Fire-Adapted Community
FEMA	Federal Emergency Management Agency
FHSZ	Fire Hazard Severity Zone
FRA	Federal Responsibility Area
FRAP	CAL FIRE's Fire and Resource Assessment Program
FSC	Fire Safe Council
FTER	Fuels Treatment Effectiveness Report
GIS	Geographic Information System
HFRA	Healthy Forests Restoration Act of 2003

HVRAs	Highly Valued Resources and Assets
IFTDSS	Interagency Fuel Treatment Decision Support System
LRA	Local Responsibility Area
MMAA	Master Mutual Aid Agreement
NEPA	National Environmental Policy Act
NFPA	National Fire Protection Association
NIFC	National Interagency Fire Center
NOAA	National Oceanic and Atmospheric Administration
NRCS	Natural Resources Conservation Service
NWCG	National Wildfire Coordinating Group
PBA	Prescribed Burn Association
PRC	Public Resources Code
QWRA	Quantitative Wildfire Risk Assessment
RAWS	Remote Automated Weather Station
RCD	Resource Conservation District
SRA	State Responsibility Area
SVI	Social Vulnerability Index
SWCA	SWCA Environmental Consultants
TEK	Traditional Ecological Knowledge
UC ANR	University of California, Agriculture and Natural Resources
USDA	U.S. Department of Agriculture
USFS	U.S. Forest Service
USFWS	U.S. Fish and Wildlife Service
VHFHSZs	Very High Fire Hazard Severity Zones
VMP	Vegetation Management Program
WUI	Wildland-Urban Interface

GLOSSARY

Aspect: Cardinal direction toward which a slope faces in relation to the sun (NWCG 2021a).

Active Crown Fire: A crown fire in which the entire fuel complex is involved in flame, but the crowning phase remains dependent on heat released from surface fuel for continued spread. An active crown fire presents a solid wall of flame from the surface through the canopy fuel layers. Flames appear to emanate from the canopy as a whole rather than from individual trees within the canopy. Active crown fire is one of several types of crown fire and is contrasted with **passive crown fires**, which are less vigorous types of crown fire that do not emit continuous, solid flames from the canopy (SWCA).

Available Canopy Fuel: The mass of canopy fuel per unit area consumed in a crown fire. There is no postfrontal combustion in canopy fuels, so only fine canopy fuels are consumed. We assume that only the foliage and a small fraction of the branch wood is available (Wooten 2021).

Available Fuel: The total mass of ground, surface and canopy fuel per unit area available fuel consumed by a fire, including fuels consumed in postfrontal combustion of duff, organic soils, and large woody fuels (Wooten 2021).

Backfiring: Intentionally setting fire to fuels inside a control line to contain a fire (Wooten 2021).

Biochar: A type of charcoal created from burning woody debris, often sourced from management activities like thinning, harvesting, or fuels reduction. Biochar is used as a soil amendment to enhance soil health and productivity, while also offering climate change and pollution mitigation benefits (USFS 2022b)

Biomass: Organic material. Also refers to the weight of organic material (e.g., biomass roots, branches, needles, and leaves) within a given ecosystem (Wooten 2021).

Burn Severity: A qualitative assessment of the heat pulse directed toward the ground during a fire. Burn severity relates to soil heating, large fuel and duff consumption, consumption of the litter and organic layer beneath trees and isolated shrubs, and mortality of buried plant parts (SWCA).

Canopy: The more or less continuous cover of branches and foliage formed collectively by adjacent trees and other woody species in a forest stand. Where significant height differences occur between trees within a stand, formation of a multiple canopy (multi-layered) condition can result (SWCA).

Chain: Unit of measure in land survey, equal to 66 feet (20 m) (80 chains equal 1 mile). Commonly used to report fire perimeters and other fireline distances. Popular in fire management because of its convenience in calculating acreage (example: 10 square chains equal 1 acre) (New Mexico Future Farmers of America 2010).

Climate adaptation: Adaptation is an adjustment in natural or human systems to a new or changing environment. Adaptation to climate change refers to adjustment in natural or human systems in response to actual or expected climatic stimuli or their effects, which moderates harm or exploits beneficial opportunities (CA GOPR 2020).

Climate Change: A change of climate which is attributed directly or indirectly to human activity that alters the composition of the global atmosphere and which is in addition to natural climate variability observed over comparable time periods (Cal OPR 2020).

Community Assessment: An analysis designed to identify factors that increase the potential and/or severity of undesirable fire outcomes in WUI communities (SWCA).

Communities at Risk: Defined by the HFRA as "Wildland-Urban Interface Communities within the vicinity of federal lands that are at high risk from wildfire."

- CAL FIRE expanded on this definition for California including all communities (regardless of distance from federal lands) for which a significant threat to human life or property exists as a result of a wildland fire event. California uses the following three factors to determine at risk communities: 1) high fuel hazard, 2) probability of a fire, and 3) proximity of intermingled wildland fuels and urban environments that are near fire threats (Cal OPR 2020).

Community Emergency Response Team: The Community Emergency Response Team program educates volunteers about disaster preparedness for the hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. The team offers a consistent, nationwide approach to volunteer training and is an organization that professional responders can rely on during disaster situations, allowing them to focus on more complex tasks (Ready 2021).

Community Wildfire Protection Plan (CWPP): A planning document that seeks to reduce the threat to life and property from wildfire by identifying and mitigating wildfire hazards to communities and infrastructure located in the WUI. Developed from the HFRA, a CWPP addresses issues such as wildfire response, hazard mitigation, community preparedness, or structure protection (SWCA).

Contain: A tactical point at which a fire's spread is stopped by and within specific contain features, constructed or natural; also, the result of stopping a fire's spread so that no further spread is expected under foreseeable conditions. For reporting purposes, the time and date of containment. This term no longer has a strategic meaning in federal wildland fire policy (Wooten 2021).

Control: To construct fireline or use natural features to surround a fire and any control spot fires therefrom and reduce its burning potential to a point that it no longer threatens further spread or resource damage under foreseeable conditions. For reporting purposes, the time and date of control. This term no longer has a strategic meaning in federal wildland fire policy (Wooten 2021).

Cover Type: The type of vegetation (or lack of it) growing on an area, based on cover type minimum and maximum percent cover of the dominant species, species group or non-living land cover (such as water, rock, etc.). The cover type defines both a qualitative aspect (the dominant cover type) as well as a quantitative aspect (the abundance of the predominant features of that cover type) (Wooten 2021).

Creeping Fire: A low-intensity fire with a negligible rate of spread (Wooten 2021).

Cross Staffed: Personnel who are not assigned as the primary responding resource on a daily basis. Instead, these resources are staffed by the crew of another apparatus at the same station. The crew members switch between apparatus as the nature of emergency activity dictates, ensuring flexibility and optimal response to varying emergency situations (direct communication, CAL FIRE, 2025).

Crown Fire: A fire that advances at great speed from crown to crown in tree canopies, often well in advance of the fire on the ground (National Geographic 2021).

Cultural Fire: Cultural fire refers to the Indigenous practice of intentionally setting controlled burns to achieve specific ecological and cultural outcomes. For thousands of years Native American, Alaskan Native, and Native Hawaiian communities have used fire as a tool to promote biodiversity, manage landscapes for resources, support wildlife habitat, and reduce the risk of catastrophic wildfires. Cultural fire practices are deeply rooted in Indigenous philosophies, enhancing the productivity and health of ecosystems while sustaining cultural traditions and values (National Park Service 2024).

Defensible Space: An area around a structure where fuels and vegetation are modified, cleared, or reduced to slow the spread of wildfire toward or from a structure. The design and distance of the defensible space is based on fuels, topography, and the design/materials used in the construction of the structure (SWCA).

- In California, PRC Section 4291, “defensible space” refers to a 100-foot perimeter around a structure in which vegetation (fuels) must be maintained in order to reduce the likelihood of ignition. This space may extend beyond property lines, or 100 feet as required by State law as well as local ordinances, rules, and regulations (Cal OPR 2020).

Duff: The layer of decomposing organic materials lying below the litter layer of freshly fallen twigs, needles, and leaves and immediately above the mineral soil (SWCA).

Ecosystem: An interacting natural system including all the component organisms together with the abiotic environment and processes affecting them (SWCA).

Environmental Conditions: That part of the fire environment that undergoes short-term changes: weather, which is most commonly manifest as windspeed, and dead fuel moisture content (Wooten 2021).

Escape Route: A preplanned and understood route firefighters take to move to a safety zone or other reduced-risk area. When escape routes deviate from a defined physical path, they should be clearly marked (flagged) (SWCA).

Evacuation: The temporary movement of people and their possessions from locations threatened by wildfire (SWCA).

Federal Responsibility Area (FRA): A term specific to California, designating areas where the federal government is responsible for fire response efforts. These areas include lands under federal ownership (Cal OPR 2020).

Fire-Adapted Community: A fire-adapted community collaborates to identify its wildfire risk and works collectively on actionable steps to reduce its risk of loss. This work protects property and increases the safety of firefighters and residents (U.S. Fire Administration 2021b).

Fire Behavior: The manner in which fuel ignites, flame develops, and fire spread and exhibits other related phenomena as determined by the interaction of fuels, weather, and topography (Fire Research and Management Exchange System 2021).

Fire Break: Areas where vegetation and organic matter are removed down to mineral soil (SWCA).

Fire Environment: The characteristics of a site that influence fire behavior. In fire modeling the fire environment is described by surface and canopy fuel characteristics, windspeed and direction, relative humidity, and slope steepness (Wooten 2021).

Fire Frequency: A broad measure of the rate of fire occurrence in a particular area. For historical analyses, fire frequency is often expressed using the fire return interval calculation. For modern-era analyses, where data on timing and size of fires are recorded, fire frequency is often best expressed using fire rotation (SWCA).

Fire Hazard: Fire hazard is the potential fire behavior or fire intensity in an area, given the type(s) of fuel present – including both the natural and built environment – and their combustibility (Cal OPR 2020).

Fire Hazard Severity Zone (FHSZ): Fire Hazard Severity Zones are defined based on vegetation, topography, and weather (temperature, humidity, and wind), and represents the likelihood of an area

burning over a 30- to 50-year time period without considering modifications such as fuel reduction efforts. In California, CAL FIRE maintains FHSZ data for the entire state. There are three classes of fire hazard severity ratings within FHSZs: Moderate, High, and Very High (Cal OPR 2020).

Fire History: The chronological record of the occurrence of fire in an ecosystem or at a specific site. The fire history of an area may inform planners and residents about the level of wildfire hazard in that area (SWCA).

Fire Intensity: A general term relating to the heat energy released in a fire (SWCA).

Fireline Intensity: Amount of heat release per unit time per unit length of fire front. Numerically, the product of the heat of combustion, quantity of fuel consumed per unit area in the fire front, and the rate of spread of a fire, expressed in kilowatts per minute (SWCA). This expression is commonly used to describe the power of wildland fires, but it does not necessarily follow that the severity, defined as the vegetation mortality, will be correspondingly high (Wooten 2021).

Fire Prevention: Activities such as public education, community outreach, planning, building code enforcement, engineering (construction standards), and reduction of fuel hazards that is intended to reduce the incidence of unwanted human-caused wildfires and the risks they pose to life, property, or resources (Cal OPR 2020).

Fire Regime: A measure of the general pattern of fire frequency and severity typical to a particular area or type of landscape: The regime can include other metrics of the fire, including seasonality and typical fire size, as well as a measure of the pattern of variability in characteristics (SWCA).

Fire Regime Condition Class: Condition classes are a function of the degree of fire regime condition class departure from historical fire regimes resulting in alterations of key ecosystem components such as composition structural stage, stand age, and canopy closure (Wooten 2021).

Fire Return Interval: Number of years (interval) between two successive fires in a designated area (SWCA).

Fire Severity: A qualitative measure of the immediate effects of fire on the fire severity ecosystem. It relates to the extent of mortality and survival of plant and animal life both aboveground and belowground and to loss of organic matter. It is determined by heat released aboveground and belowground. Fire Severity is dependent on intensity and residence dependent of the burn. For trees, severity is often measured as percentage of basal area removed. An intense fire may not necessarily be severe (Wooten 2021).

Fire Risk: “Risk” takes into account the intensity and likelihood of a fire event to occur as well as the chance, whether high or low, that a hazard such as a wildfire will cause harm. Fire risk can be determined by identifying the susceptibility of a value or asset to the potential direct or indirect impacts of wildfire hazard events (Cal OPR 2020).

Flammability: The relative ease with which fuels ignite and burn regardless of the quantity of the fuels (SWCA).

Flame Length: The length of flames in the propagating fire front measured along the slant of the flame from the midpoint of its base to its tip. It is mathematically related to fireline intensity and tree crown scorch height (Wooten 2021).

Forest Fire: Uncontrolled burning of a woodland area (National Geographic 2021).

Fuel Break: A natural or manmade change in fuel characteristics which affects fire behavior so that fires burning into them can be more readily controlled (NWCG 2021b).

Fuel Complex: The combination of ground, surface, and canopy fuel strata (Wooten 2021).

Fuel Condition: Relative flammability of fuel as determined by fuel type and environmental conditions (SWCA).

Fuel Continuity: A qualitative description of the distribution of fuel both horizontally and vertically. Continuous fuels readily support fire spread. The larger the fuel discontinuity, the greater the fire intensity required for fire spread (Wooten 2021).

Fuel Loading: The volume of fuel in a given area generally expressed in tons per acre (SWCA). Dead woody fuel loadings are commonly described for small material in diameter classes of 0 to 0.25, 0.25 to 1, and 1 to 3 inches and for large material greater than 3 inches (Wooten 2021).

Fuel Management/Fuel Reduction: Manipulation or removal of fuels to reduce the likelihood of ignition and to reduce potential damage in case of a wildfire. Fuel reduction methods include prescribed fire, mechanical treatments (mowing, chipping), herbicides, biomass removal (thinning or harvesting of trees, harvesting of pine straw), and grazing. Fuel management techniques may sometimes be combined for greater effect (SWCA). More information about fuel management and fuel reduction can be found in Appendix G.

Fuel Model: A set of surface fuel bed characteristics (load and surface-area-to-fuel model volume-ratio by size class, heat content, and depth) organized for input to a fire model (Wooten 2021).

Fuel Modification: The manipulation or removal of fuels (i.e., combustible biomass such as wood, leaves, grass, or other vegetation) to reduce the likelihood of igniting and to reduce fire intensity. Fuel modification activities may include lopping, chipping, crushing, piling, and burning, including prescribed burning. These activities may be performed using mechanical treatments or by hand crews. Herbicides and prescribed herbivory (grazing) may also be used in some cases. Fuel modification may also sometimes be referred to as “vegetation treatment” (Cal OPR 2020).

Fuel Moisture Content: This is expressed as a percent or fraction of oven dry fuel moisture content weight of fuel. It is the most important fuel property controlling flammability. In living plants, it is physiologically bound. Its daily fluctuations vary considerably by species but are usually above 80% to 100%. As plants mature, moisture content decreases. When herbaceous plants cure, their moisture content responds as dead fuel moisture content, which fluctuates according to changes in temperature, humidity, and precipitation (Wooten 2021).

Fuel Treatment: The manipulation or removal of fuels to minimize the probability of ignition and/or to reduce potential damage and resistance to fire suppression activities (NWCG 2021c). Synonymous with fuel modification.

Grazing: There are two types of grazing: 1) traditional grazing, and 2) targeted grazing. Traditional grazing refers to cattle that are managed in extensive pastures to produce meat. Targeted grazing involves having livestock graze at a specific density for a given period of time for the purpose of managing vegetation. Even though both kinds of grazing manage fuel loading in both rangelands and forested lands, targeted grazing is different in that its sole purpose is to manage fuels. Targeted grazing is done by a variety of livestock species such as sheep, goats, or cows (University of California, Agriculture and Natural Resources [UC ANR] 2019).

Ground Fire (subsurface): Fire that burns organic matter in the soil, or humus; usually does not appear at the surface (National Geographic 2021).

Ground Fuels (subsurface): Fuels that lie beneath surface fuels, such as organic soils, duff, decomposing litter, buried logs, roots, and the below-surface portion of stumps (Wooten 2021).

Hazard: A "hazard" can be defined generally as an event that could cause harm or damage to human health, safety, or property (Cal OPR 2020).

Hazardous Areas: Those wildland areas where the combination of vegetation, topography, weather, and the threat of fire to life and property create difficult and dangerous problems (SWCA).

Hazardous Fuels: A fuel complex defined by type, arrangement, volume, condition, and location that poses a threat of ignition and resistance to fire suppression (NWCG 2021d).

Hazardous Fuels Reduction: Any strategy that reduces the amount of flammable material in a fire-prone ecosystem. Two common strategies are mechanical thinning and prescribed burning (Wooten 2021).

Hazard Reduction: Any treatment that reduces the threat of ignition and spread of fire (SWCA).

Highly Valued Resources and Assets: Landscape features that are influenced positively and/or negatively by fire. Resources are naturally occurring, while assets are human-made (IFTDSS 2021).

Ignition: The action of setting something on fire or starting to burn (SWCA).

Incident: An occurrence or event, either natural or person-caused, which requires an emergency response to prevent loss of life or damage to property or natural resources (Wooten 2021).

Influence Zone: An area that, with respect to wildland and urban fire, has a set of conditions that facilitate the opportunity for fire to burn from wildland fuels to the home and or structure ignition zone (NWCG 2021e).

Initial Attack: The actions taken by the first resources to arrive at a wildfire to protect lives and property, and prevent further extension of the fire (SWCA).

Invasive Species: An introduced, nonnative organism (disease, parasite, plant, or animal) that begins to spread or expand its range from the site of its original introduction and that has the potential to cause harm to the environment, the economy, or to human health (U.S. Geological Survey 2021).

Ladder Fuels: Fuels that provide vertical continuity allowing fire to carry from surface fuels into the crowns of trees or shrubs with relative ease (SWCA).

Litter: Recently fallen plant material that is only partially decomposed and is still discernible (SWCA).

Local Responsibility Area (LRA): A term specific to California, designating areas where the local government is responsible for wildfire protection. The LRA includes incorporated cities, cultivated agricultural lands, and portions of the desert. LRA fire protection is typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract to local government (Cal OPR 2020).

Manual Treatments: Felling and piling of fuels done by hand. The volume of material generated from a manual fuel treatment is typically too small to warrant a biomass sale therefore collected material is disposed of by burning or chipping. The work can be performed by either a single individual or a large, organized crew with powered equipment (UC ANR 2021a).

Mechanized Treatments: Mechanical treatments pulverize large continuous patches of fuel to reduce the volume and continuity of material. Mechanical treatments can be applied as either mastication or

chipping treatments. Both treatments shred woody material, but mastication leaves residue on-site while chipping collects the particles for transportation off site. Similar to manual treatments, mechanical treatments can target specific areas and vegetation while excluding areas of concern. In addition, mechanical treatment is easily scalable to large areas (>30 acres) with little added cost (UC ANR 2021b).

Mitigation: Action that moderates the severity of a fire hazard or risk (SWCA).

Mutual Aid: Assistance in firefighting or investigation by fire agencies, irrespective of jurisdictional boundaries (NWCG 2021f).

Native Revegetation: The process of replanting and rebuilding the soil of disturbed land (e.g., burned) with native plant species (USDA 2005).

Native Species: A species that evolved naturally in the habitat, ecosystem, or region as determined by climate, soil, and biotic factors (USDA 2005).

National Cohesive Strategy: The National Cohesive Wildland Fire Management Strategy is a strategic push to work collaboratively among all stakeholders and across all landscapes, using best science, to make meaningful progress toward three goals:

- Resilient Landscapes
- Fire-Adapted Communities
- Safe and Effective Wildfire Response

Vision: To safely and effectively extinguish fire when needed; use fire where allowable; manage our natural resources; and as a nation, to live with wildland fire (Forests and Rangelands 2021).

Overstory: That portion of the trees in a forest which forms the upper or uppermost layer (SWCA).

Passive Crown Fire: A type of crown fire in which the crowns of individual trees or small groups of trees burn, but solid flaming in the canopy cannot be maintained except for short periods. Passive crown fire encompasses a wide range of crown fire behavior, from occasional torching of isolated trees to nearly active crown fire. Passive crown fire is also called torching or candling. A fire in the crowns of the trees in which trees or groups of trees torch, ignited by the passing front of the fire. The torching trees reinforce the spread rate, but these fires are not basically different from surface (SWCA).

Prescribed Burning: Any fire ignited by management actions under specific, predetermined conditions to meet specific objectives related to hazardous fuels or habitat improvement. Usually, a written, approved prescribed fire plan must exist, and environmental and other requirements must be met, prior to ignition (USFS 2021a).

Prescribed Herbivory: Prescribed herbivory for hazardous fuel reduction is the intentional use of domestic livestock to remove, rearrange, or convert vegetation on wildlands to reduce the costs and losses associated with wildfires and to enhance the condition of forests, rangelands, and watersheds. The types of domestic livestock considered include sheep, goats, and cattle.

Rate of Spread: The relative activity of a fire in extending its horizontal dimensions. It is expressed as rate of increase of the total perimeter of the fire, as rate of forward spread of the fire front, or as rate of increase in area, depending on the intended use of the information. Usually, it is expressed in chains or acres per hour for a specific period in the fire's history (NWCG 2021g).

Resilience: Resilience is the capacity of any entity – an individual, a community, an organization, or a natural system – to prepare for disruptions, to recover from shocks and stresses, and to adapt and grow from a disruptive experience (Cal OPR 2020).

Response: Movement of an individual firefighting resource from its assigned standby location to another location or to an incident in reaction to dispatch orders or to a reported alarm (SWCA).

Safety Element: One of the seven mandatory elements of a local general plan (a county plan that forms the foundation for future development), the safety element must identify hazards and hazard abatement provisions to guide local decisions related to zoning, subdivisions, and entitlement permits. The element should contain general hazard and risk reduction strategies and policies supporting hazard mitigation measures (Cal OPR 2020).

Slash: Debris left after logging, pruning, thinning, or brush cutting. Slash includes logs, chips, bark, branches, stumps, and broken trees or brush that may be fuel for a wildfire (SWCA).

Slope Percent: The ratio between the amount of vertical rise of a slope and horizontal distance expressed as a percentage. One hundred feet of rise to 100 feet of horizontal distance equals 100 percent (NWCG 2021h).

Suppression: The most aggressive fire protection strategy, it leads to the total extinguishment of a fire (SWCA).

Surface Fire: Fire that typically burns only surface litter and undergrowth (National Geographic 2021).

Surface Fuel: Fuels lying on or near the surface of the ground, consisting of leaf and needle litter, dead branch material, downed logs, bark, tree cones, and low stature living plants (SWCA).

Structural Ignitability: The susceptibility of a structure (such as homes or fences) to catch fire (SWCA).

Topography: The arrangement of the natural and artificial physical features of an area (SWCA).

Total Fuel Load: The mass of fuel per unit area that could possibly be consumed in a hypothetical fire of the highest intensity in the driest fuels (Wooten 2021).

Tree Crown: The primary and secondary branches growing out from the main stem, together with twigs and foliage (SWCA).

Understory: Low-growing vegetation (herbaceous, brush or reproduction) growing under a stand of trees. Also, that portion of trees in a forest stand below the overstory (SWCA).

Understory Fire: A fire burning in the understory, more intense than a surface fire with flame lengths of 1 to 3 m (Wooten 2021).

Values and Assets at Risk: The elements of a community or natural area considered valuable by an individual or community that could be negatively impacted by a wildfire or wildfire operations. These values can vary by community and can include public and private assets (natural and manmade) – such as homes, specific structures, water supply, power grids, natural and cultural resources, community infrastructure-- as well as other economic, environmental, and social values (Cal OPR 2020).

Vulnerable Community: Vulnerable communities experience heightened risk and increased sensitivity to natural hazard and climate change impacts and have less capacity and fewer resources to cope with, adapt to, or recover from the impacts of natural hazards and increasingly severe hazard events because of climate change. These disproportionate effects are caused by physical (built and environmental), social, political, and/ or economic factor(s), which are exacerbated by climate impacts. These factors include, but are not limited to, race, class, sexual orientation and identification, national origin, and income inequality (Cal OPR 2020).

Wildfire: A “wildfire” can be generally defined as any unplanned fire in a “wildland” area or in the WUI (Cal OPR 2020).

Wildfire Exposure: During fire suppression activities, an exposure is any area/property that is threatened by the initial fire, but in National Fire Incident Reporting System (NFIRS) a reportable exposure is any fire that is caused by another fire, i.e., a fire resulting from another fire outside that building, structure, or vehicle, or a fire that extends to an outside property from a building, structure, or vehicle (U.S. Fire Administration 2020).

Wildfire Influence Zone: A wildland area with susceptible vegetation up to 1.5 miles from the interface or intermix WUI (Cal OPR 2020).

Wildland: Those unincorporated areas covered wholly or in part by trees, brush, grass, or other flammable vegetation (Cal OPR 2020).

Wildland Fire: Fire that occurs in the wildland as the result of an unplanned ignition (Cal OPR 2020).

Wildland Fuels (aka fuels): Fuel is the material that is burning. It can be any kind of combustible material, especially petroleum-based products, and wildland fuels. For wildland fire, it is usually live or dead plant material, but can also include artificial materials such as houses, sheds, fences, pipelines, and trash piles. In terms of vegetation, there are six wildland fuel types (Fuel Type: An identifiable association of fuel elements of distinctive species, form, size, arrangement, or other characteristics that will cause a predictable rate of spread or resistance to control under specified weather conditions.) The six wildland fuel types are (NWCG 2021i):

- Grass
- Shrub
- Grass-Shrub
- Timber Litter
- Timber-Understory
- Slash-Blowdown

Wildland-Urban Interface (WUI): The WUI is the zone of transition between unoccupied land and human development. It is the line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels (U.S. Fire Administration 2021a). In the absence of a CWPP, Section 101 (16) of the Healthy Foresters Restoration Act defines the WUI as “(I) an area extending ½ mile from the boundary of an at-risk community; (II) an area within 1 ½ miles of the boundary of an at-risk community, including any land that (1) has a sustained steep slope that creates the potential for wildfire behavior endangering the at-risk community; (2) has a geographic feature that aids in creating an effective fire break, such as a road or ridge top; or (3) is in condition class 3, as documented by the Secretary in the project-specific environmental analysis; (III) an area that is adjacent to an evacuation route for an at-risk community that the Secretary determines, in cooperation with the at-risk community, requires hazardous fuels reduction to provide safer evacuation from the at-risk community.” A CWPP offers the opportunity to establish a localized definition and boundary for the WUI (USFS 2021a, 2021b).



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APPENDIX A:

Planning and Policy Background

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PLANNING PROCESS

The Society of American Foresters, in collaboration with the National Association of Counties and the National Association of State Foresters, developed a guide entitled *Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities* (Society of American Foresters 2004) to provide communities with a clear process in developing a community wildfire protection plan (CWPP). While this guide is now dated, the eight steps for developing a CWPP are still relevant and have been followed in preparing the Butte County CWPP:

Step One: Convene Decision-Makers. Form a Core Team made up of representatives from the appropriate local governments, local fire authorities, and state agencies responsible for forest management.

Step Two: Involve Federal Agencies. Identify and engage local federal representatives and contact and involve other land management agencies as appropriate.

Step Three: Engage Interested Parties. Contact and encourage active involvement in plan development from a broad range of interested organizations and stakeholders.

Step Four: Establish a Community Base Map. Work with partners to establish a base map(s) defining the community's wildland-urban interface (WUI) and showing inhabited areas at risk, wildland areas that contain critical human infrastructure, and wildland areas at risk for large-scale fire disturbance.

Step Five: Develop a Community Risk-Hazard Assessment. Work with partners to develop a community Risk-Hazard Assessment that considers fuel hazards; risk of wildfire occurrence; homes, businesses, and essential infrastructure at risk; other values at risk; and local preparedness capability. Rate the level of risk for each factor and incorporate this information into the base map as appropriate.

Step Six: Establish Community Priorities and Recommendations. Use the base map and Community Risk-Hazard Assessment to facilitate a collaborative community discussion that leads to the identification of local priorities for treating fuels, reducing structural ignitability and other issues of interest, such as improving fire response capability. Clearly indicate whether priority projects are directly related to the protection of communities and essential infrastructure or to reducing wildfire risks to other community values.

Step Seven: Develop an Action Plan and Assessment Strategy. Consider developing a detailed implementation strategy to accompany the CWPP as well as a monitoring plan that will ensure its long-term success.

Step Eight: Finalize Community Wildfire Protection Plan. Finalize the CWPP and communicate the results to community and key partners.

In 2024, CAL FIRE published the California CWPP Toolkit, which provides important guidance and resources for developing CWPPs in California, including an overview of California CWPP requirements (CAL FIRE 2024h). The Toolkit was used to ensure that this CWPP meets specific considerations required by CAL FIRE: https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/california-cwpp-toolkit.

FIRE MANAGEMENT POLICY

The responsibility for fire prevention and protection lies with a combination of property owners, state, county, and municipal governments. Property owners are expected to comply with applicable state statutes and local regulations. These efforts should be coordinated with federal agencies and the private sector to ensure a comprehensive approach to fire management. The current federal fire policy prioritizes the protection of 1) life, 2) property, and 3) natural resources. These priorities often limit flexibility in the decision-making process, especially when a wildland fire occurs within the wildland-urban interface (WUI).

LEGISLATIVE DIRECTION

Local Direction

Fire management policy within Butte County emphasizes a comprehensive approach to reducing wildfire risk and improving fire prevention measures. This strategy includes locally tailored policies and statewide legislation, focusing on enforcing fire protection standards, supporting vegetation management, enforcing weed abatement programs, and ensuring that all properties and development projects address wildland fire risks, particularly in areas identified by CAL FIRE or the local jurisdiction as being at increased risk.

One local ordinance that demonstrates Butte County's fire management approach includes Chapter 38A of the Butte County Code of Ordinances, titled "Fire Prevention and Protection," which mandates property owners maintain defensible space and manage hazardous vegetation to prevent the rapid spread of fire. This chapter builds off the state-level Public Resources Code 4291 and outlines administrative procedures for addressing fire hazards. The overall goal of Chapter 38A is voluntary compliance. Often, non-compliant properties can be referred to a local organization, such as the Fire Safe Council or Resources Conservation District, that can provide additional guidance and support in achieving compliance. For those parcels that remain out of compliance, Chapter 38A provides for issuing legal notices, enforcing compliance through abatement hearings, forced abatement of hazardous properties, and civil penalties. There are also provisions for Butte County to abate urgent fire hazards without formal hearings when immediate threats to public safety exist (Butte County 2024b).

Butte County's Building Code Ordinance (Ordinance No. 4172) adopts the 2019 California Building Standards Code (Title 24) and other relevant codes to establish minimum construction standards, promote fire safety, and ensure compliance with state requirements.

In response to recent devastating wildfires, Butte County has enacted two key chapters in its Code of Ordinances to support recovery efforts. Chapter 53 - Camp Fire Recovery, enacted as an urgency ordinance, addresses the aftermath of the 2018 Camp Fire by relaxing zoning and building restrictions to alleviate the housing shortage for displaced residents, permitting temporary housing solutions such as RVs, modular homes, and tiny houses. Similarly, Chapter 54 - North Complex Fire Recovery, implemented after the 2020 North Complex Fire, mandates the removal of hazardous structural debris and trees to ensure public safety and facilitate rebuilding efforts, providing property owners with options to participate in state-managed cleanup programs or choose private removal under county supervision. Chapter 56 – Park and Thompson Fire Recovery outlined mandatory requirements for debris and hazard tree removal, interim housing provisions, and enforcement measures to address the public health and safety risks caused by the Park Fire and Thompson Fire disasters (Butte County 2024b).

The passage of Measure H in Butte County's 2024 General Election signifies the securing of essential public services and community resources for regional public safety entities. This measure, which

implements a 1% sales tax, is expected to generate $44,000,000 annually toward maintaining emergency 911 response times; preparing for and recovering from wildfires and natural disasters; protecting abused and neglected children; addressing homelessness and mental health challenges; retaining and attracting qualified firefighters, EMTs, and sheriff's deputies; preventing thefts and property crimes; and supporting library services. The tax will be applied to both incorporated and unincorporated areas of the county and includes strict accountability measures such as public spending disclosures and annual audits (Butte County 2024c).

State Direction

The 2021 California Wildfire and Forest Resilience Action Plan recognizes that California faces continued and urgent threats from catastrophic wildfire. The purpose of this plan is to provide a foundation for supporting healthy, resilient, fire-adapted forests. The plan is organized into four overarching goals with sub-goals and their correlated action items. Some of the goals/strategies specific to wildfire include:

- **Increase fuel breaks:** Reduce the risk of wildfire and slow fire spread within the wildland-urban interface (WUI).
- **Protect wildfire-prone homes and neighborhoods:** Expand and extend defensible space programs.
- **Improve utility-related wildfire risk:** Ensure electrical corporations are compliant with wildfire regulations.
- **Create fire-safe roadways:** Ensuring emergency evacuation routes that can function as a fuel break.

Like the 2014 National Strategy, the 2018 Strategic Fire Plan for California, California's Wildfire and Forest Resilience Action Plan, CAL FIRE's 2024 California CWPP Toolkit, and the Federal Emergency Management Agency's (FEMA's) Disaster Mitigation Act of 2000 all mandate community-based planning efforts with full stakeholder participation, coordination, project identification, prioritization, funding review, and multiagency cooperation. In compliance with Title 1 of the Healthy Forests Restoration Act, a community wildfire protection plan must be mutually agreed upon by the local government, local fire departments, and the state agency responsible for forest management. See Figure A.1 for an overview of California's wildfire regulatory environment.

California Proposition 4, which passed in California's 2024 General Election, authorizes the state to sell a $10 billion bond for natural resources and climate activities. Of this amount, $1.95 billion is specifically allocated for wildfire prevention and extreme heat mitigation. This funding will support activities such as thinning overgrown forests, clearing vegetation near residential areas, and helping homeowners make their properties more resistant to wildfire damage. The measure prioritizes projects that benefit disadvantaged communities and mandates annual audits. The bond will be repaid from the State General Fund, with an estimated annual cost of $400 million over 40 years. This initiative is expected to significantly enhance California's wildfire management by providing substantial resources for prevention and mitigation efforts, potentially reducing the severity and impact of future wildfires (California Secretary of State 2024).

An overview of California CWPP requirements is included as part of the California CWPP Toolkit published by CAL FIRE. To access the Toolkit, visit: https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/california-cwpp-toolkit.

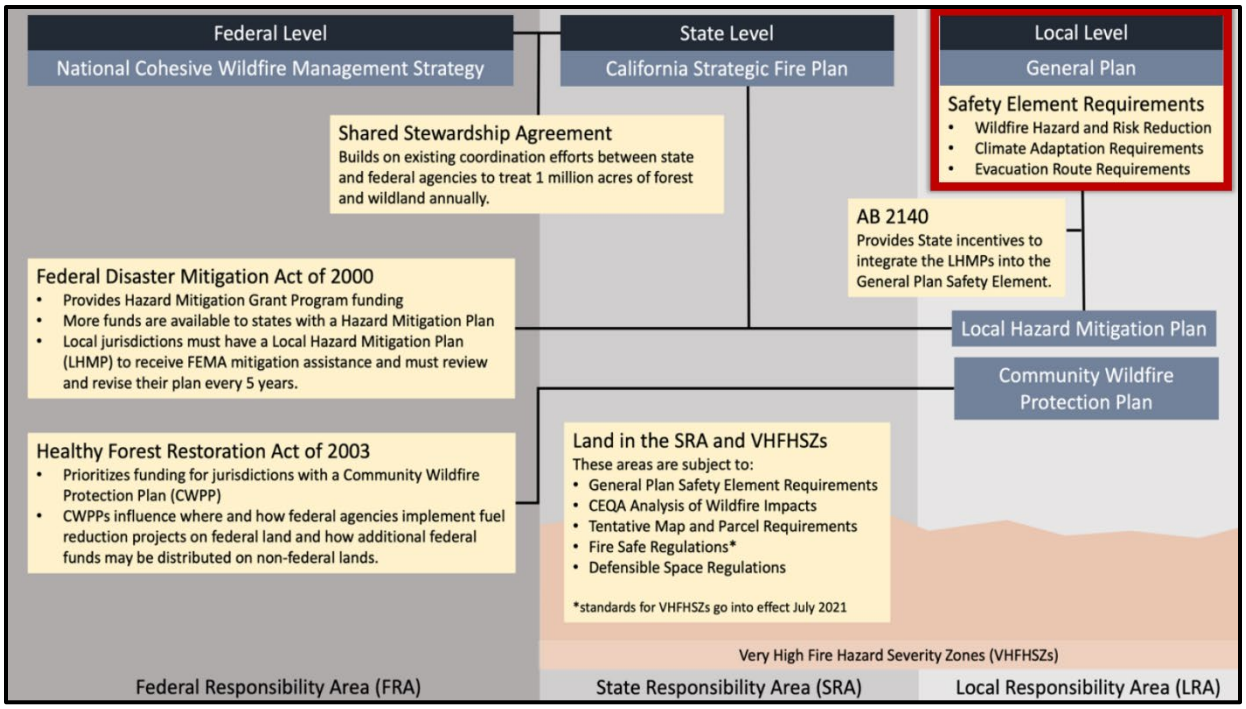


Figure A.1. California's wildfire regulatory framework. Source: Cal OPR (2022a)

California Bills and Regulations

Assembly Bill 38 (2019): Assembly Bill 38 creates a financial support program for wildfire mitigation, focusing on home hardening, retrofitting, and defensible space improvements in high-risk wildfire areas (Cal OPR 2022a). The bill also requires a disclosure of the defensible space status by the seller whenever improved property is sold anywhere in the High or Very High Fire Hazard Severity Zones (FHSZs) in both the State Responsibility Area (SRA) and Local Responsibility Area (LRA). This requirement does not apply to unimproved parcels (direct communication, CAL FIRE, 2025).

Assembly Bill 179 (2022): In September 2022, Governor Newsom signed Assembly Bill 179, allocating $1.3 billion over 2 years to enhance wildfire resilience and forest health across California (California Wildfire and Forest Resilience Task Force [CA WFRTF] 2024).

Assembly Bill 1550 (2016): Assembly Bill 1550 requires state agencies to prioritize investments in disadvantaged communities facing environmental and economic challenges (California Environmental Protection Agency 2022).

Assembly Bill 1823 (2019): This bill requires the State Board of Forestry and Fire Protection to establish a "Fire Risk Reduction Community" list by July 1, 2022, for local agencies in high fire risk areas (Cal OPR 2022a).

Evacuation Planning Requirements: Assembly Bill 747 (2019), **Assembly Bill 1409** (2020), and **Senate Bill 99** (2019) require local agencies to assess evacuation routes and identify communities with fewer than two routes (Cal OPR 2022a).

Public Resource Code (PRC) 4290: Establishes minimum wildfire protection standards for building, construction, and development in the SRA, effective since 1991 (California Legislative Information 2019b). Additionally, PRC 4290 grants the State Board of Forestry and Fire Protection authority to adopt fire safety regulations in the SRA and very high FHSZs (Cal OPR 2022a).

PRC 4291: Mandates defensible space around structures in the SRA or very high FHSZs, including clearing vegetation and debris near homes. An update in January 2021 added an ember-resistant zone requirement within 5 feet of structures, commonly referred to as “Zone 0” (California Legislative Information 2022; Cal OPR 2022a). In February 2025, in response to the Los Angeles Fires, Governor Newsom signed an executive order to direct the State Board of Forestry and Fire Protection to accelerate its work to adopt Zone 0 regulations.

PRC 4292–4296: These sections set vegetation management standards around overhead power lines to prevent fires (Cal OPR 2022a).

Senate Bill 246 (2015): Senate Bill 246 established the Integrated Climate Adaptation and Resiliency Program (ICARP), responsible for coordinating responses to climate change impacts across California (Cal OPR 2022a).

Senate Bill 379 (2015): Senate Bill 379 requires all California general plans to address climate change adaptation and resilience in the safety element (Cal OPR 2022a).

Senate Bill 535 (2012): Senate Bill 535 allocates funds from California Climate Investments to benefit communities identified as “Disadvantaged Communities” (DACs), based on pollution burden and federal land status (California Office of Environmental Health Hazard Assessment 2023).

Senate Bill 901 (2018): Senate Bill 901 updated the California Emergency Services Act, allowing the governor, with the advice of the Office of Emergency Services, to divide the state into mutual aid regions for wildfire response coordination (Cal OPR 2022a).

Senate Bill 1035 (2018): Senate Bill 1035 mandates that local agencies update the climate adaptation section of their general plan every 8 years, incorporating new information on fire hazards, climate resilience, and adaptation strategies (Cal OPR 2022a).

Senate Bill 1241 (2012): Senate Bill 1241 mandates that cities and counties in the SRA or Very High Fire Hazard Severity Zones (VHFHSZs) include wildfire hazard strategies in their safety elements (Cal OPR 2022a).

2022 Fire Hazard Severity Zones (FHSZs) Update: In 2023, CAL FIRE updated the FHSZs within the SRA, considering factors like vegetation, wind, and fire history. The 2023 FHSZ update for the SRA became effective April 1, 2024. FHSZs in the LRA are currently in the update process, with final maps expected in spring 2025 (CAL FIRE 2024g).

California Proposition 4: Proposition 4 authorizes a $10 billion bond with $1.5 billion dedicated to forest health and wildfire prevention. This funding is crucial for reducing wildfire risks by supporting forest thinning, vegetation clearing, and home hardening. These measures aim to decrease the severity of wildfires, protect communities, and potentially save state and local governments significant costs in disaster response and recovery (California Legislative Analyst Office 2024).

Federal Direction

The National Fire Plan was established after the 2000 fire season to foster collaboration between state, federal, and tribal agencies, ensuring preparedness for severe wildland fires. It was followed by a 2001 report, and was updated in 2002 and 2006, which emphasized restoring fire-adapted ecosystems, reducing hazardous fuels, and improving fire prevention. The 2006 update introduced a landscape-level vision for restoration, continued improvements in collaboration, and the importance of using fire as a

management tool. Annual reports track progress in community fire prevention efforts (Forests and Rangelands 2006).

In 2003, the Healthy Forests Restoration Act (HFRA) was enacted to expedite hazardous fuels reduction on federal lands, encouraging collaboration between agencies and communities. Revised in 2009, it introduced new funding provisions and refocused on wildfire mitigation. A key feature of the HFRA is the development of community wildfire protection plans, which allow communities to define their wildland-urban interface (WUI) and prioritize treatment areas for funding and hazard reduction projects (H.R. 4233 - Healthy Forest Restoration Amendmen

ts Act of 2009).

In 2023, the Wildfire Leadership Council updated the National Cohesive Wildland Fire Management Strategy through an Addendum Update. This update highlighted new emphasis areas, including climate change, workforce capacity, community resilience, and environmental justice. The updated strategy also outlined management options and addressed challenges faced by the 2014 framework (Forests and Rangelands 2023).

PLANNING EFFORTS

LOCAL

2024 Butte County Local Hazard Mitigation Plan (LHMP): This comprehensive hazard mitigation plan identifies the primary risks faced by Butte County, including wildfires, floods, and earthquakes. Mitigation goals are aligned with Federal Emergency Management Agency's (FEMA's) guidelines to ensure eligibility for federal disaster assistance and grant funding (Butte County 2024a). The LHMP contains more than 20 annexes for jurisdictions, special districts, and nonprofits and can be found here: https://www.buttecounty.net/808/Local-Hazard-Mitigation-Plan.

2025 CAL FIRE Butte Unit Fire Danger Operating Plan (FDOP): The CAL FIRE Butte Unit FDOP serves as a critical framework for managing wildfire risks, providing standardized procedures for assessing, communicating, and responding to fire danger levels. It uses local data, weather forecasts, and historical fire behavior to understand the magnitude of local fire danger, guiding decisions on staffing, resource allocation, and public advisories. By outlining clear protocols for various fire danger levels, the FDOP helps fire management agencies implement measures to prevent and mitigate wildfires, protect communities, and coordinate effectively among multiple agencies.

Butte County Community Health Assessment: The 2023 Community Health Assessment, updated in 2024 and led by the Butte County Department of Public Health, provides a comprehensive overview of health and social factors impacting county residents. It also underscores the county's efforts to address the lingering effects of disasters such as wildfires and the COVID-19 pandemic, emphasizing the need for targeted public health initiatives to improve the overall well-being of the population (Butte County 2024c).

2021 Butte County Climate Action Plan: The Butte County Climate Action Plan aims to reduce greenhouse gas emissions and prepare for the impacts of climate change, including the increased threat of wildfires. This document serves as a guide for aligning wildfire prevention with broader environmental goals, such as enhancing carbon sequestration through forest management and improving air quality (Butte County 2021).

Upper Ridge Community Plan: The Upper Ridge Community Plan focuses on the recovery and redevelopment of the communities affected by the Camp Fire, including strategies for reducing wildfire risks in the wildland-urban interface. The plan includes recommendations for land use, infrastructure improvements, and community resilience, aiming to rebuild in a way that mitigates future fire risks while fostering economic and social recovery (Butte County 2022).

California Department of Water Resources Oroville Facilities Fuel Load Management Plan (FLMP): The Oroville Facilities FLMP was developed by the California Department of Water Resources and outlines strategies to manage and reduce wildfire risks within the Federal Energy Regulatory Commission project boundary. The plan focuses on reducing fuel loads through various treatments like prescribed burns, thinning, grazing, and herbicide application (California Department of Water Resources 2023).

Butte County CWPP/CAL FIRE Butte Unit Fire Plan: The Butte County CWPP and the CAL FIRE Butte Unit Fire Plan are a single, integrated document that serves as both the countywide CWPP and Unit Fire Plan for Butte County. This plan identifies and prioritizes pre- and post-fire management strategies in collaboration with federal, state, city, town, and county agencies, as well as tribal entities, private companies, nonprofits, and other non-governmental organizations. It provides a comprehensive framework for wildfire prevention, preparedness, and response by addressing the unique wildfire hazards of the local region while aligning with CAL FIRE's statewide goals. The 2025 CWPP/Fire Plan is a complete rewrite of the 2020 document that was last revised in May 2024. The plan ensures coordinated, localized strategies and tactics to effectively manage wildfire risks and enhance community safety (CAL FIRE 2024i).

All-At-Once Evacuation Plan: The Town of Paradise All-At-Once Evacuation Plan was developed based on findings from the Camp Fire After Action Review and Corrective Action reports. The plan is designed to move traffic off the ridge and onto Highway 99 without interruption. The plan includes the Town of Paradise Public Works, Butte County Public Works, the City of Chico, the California Highway Patrol (CHP), and the California Department of Transportation (Caltrans).

Butte County Emergency Evacuation Report: In 2021, Butte County received a grant from the California Department of Housing and Community Development to enhance emergency evacuation planning. Partnering with a transportation consulting firm in 2022, the County conducted traffic pattern analyses and evacuation modeling scenarios to develop an Emergency Evacuation Report and detailed evacuation maps for unincorporated communities. Completed in 2025, these resources were informed by community input gathered through public meetings and provide critical guidance for safe evacuations (Butte County 2025).

2022 Butte Forested Watersheds Plan: The Butte Forested Watersheds Plan aims to create a resilience framework for Butte County's forested watersheds, focusing on health and sustainability amidst wildfire risks and climate change. Key objectives include fire adaptation through reduced fuel loads, promoting biodiversity, ensuring climate resilience, maintaining water quality, and managing herbivory. The plan emphasizes a shift from project-based to programmatic management, collaboration with local tribes, and community-based fire management. Additionally, it seeks to develop biomass capacity to use forest thinning byproducts and reduce wildfire risks. Access the plan at: https://www.bcrcd.org/files/dcf88caf7/Butte+Forested+Watersheds+Plan+Final+Revised+2-18-22.pdf.

City of Chico Vegetative Fuels Management Plan (VFMP): The City of Chico's 2021 VFMP provides a comprehensive framework for managing over 6,400 acres of parks, greenways, and open spaces to reduce wildfire risk while improving ecological health and community values. The plan outlines specific goals and objectives, focusing on minimizing fire hazards, protecting native biodiversity, enhancing

wildlife habitat, and maintaining ecosystem services like water quality. It prioritizes key projects but also authorizes vegetation management across all City-owned lands (City of Chico 2021).

STATE

Strategic Fire Plan for California: The 2018 Strategic Fire Plan for California is a comprehensive document developed by CAL FIRE and the State Board of Forestry and Fire Protection. It aims to enhance the state's ability to manage and mitigate wildfire risks through a combination of fire prevention, suppression activities, and natural resource management (CAL FIRE 2018a).

Key Focus Areas

- *Fire Prevention and Suppression*: The plan emphasizes activities to protect lives, property, and ecosystem services.
- *Natural Resource Management*: Maintaining the state's forests as a resilient carbon sink is crucial.
- *Community Engagement and Education*: Increasing public awareness and education on fire prevention and safety is a significant component.

Goals and Objectives

The 2018 Strategic Fire Plan for California outlines eight primary goals, supported by 66 specific objectives. These goals include identifying and evaluating wildland fire hazards, integrating land use planning, enhancing collaborative community fire protection planning, increasing fire prevention awareness, integrating fire and fuels management practices with landowner/land manager priorities across jurisdictions, determining the adequate level of fire suppression and fire planning resources, and implementing post-fire assessment programs (CAL FIRE 2018a).

California State Hazard Mitigation Plan: The 2023 California State Hazard Mitigation Plan outlines California's strategy to reduce the impacts of disasters through a multi-sector and community-wide approach to risk reduction (Cal OES 2023).

Fire Hazard Planning Technical Advisory: In 2022, the California Governor's Office of Planning and Research (Cal OPR) updated the Fire Hazard Planning Technical Advisory. The goal of the guide is to provide a framework for planners and decision-makers in addressing hazards, increasing resilience, and reducing risks associated with fire (Cal OPR 2022a).

Wildland-Urban Interface Planning Guide: In 2022, in accordance with the requirements of Assembly Bill 75, the California Governor's Office of Planning and Research (Cal OPR), together with the Community Wildfire Planning Center and CAL FIRE, created the wildland-urban interface (WUI) planning guide. The guide serves as a supplement to the Fire Hazard Planning Technical Advisory. The regulation section of the guide provides required and recommended codes for resilient WUI planning as well as rationale for how these measures promote a fire-safe community (Cal OPR 2022b).

California's Forests and Rangelands: 2017 Assessment: In 2018, CAL FIRE published California's Forests and Rangelands: 2017 Assessment. CAL FIRE's Fire and Resource Assessment Program evaluates California's forests and rangelands and analyzes their condition to establish management and regulatory guidelines (CAL FIRE 2018c).

Community Wildfire Prevention & Mitigation Report: In 2019, CAL FIRE published the Community Wildfire Prevention & Mitigation Report in response to Executive Order N-05-19, which directs CAL FIRE

and other state agencies to recommend administrative, regulatory, and policy changes to prevent and mitigate wildfires (CAL FIRE 2019a).

California's Wildfire and Forest Resilience Action Plan: In 2021, the California Wildfire and Forest Resilience Task Force (CA WFRTF) developed California's Wildfire and Forest Resilience Action Plan. The purpose of the plan was to sustain economic strength of the forests, improve forest health and resilience, and increase the level of fire safety within communities (CA WFRTF 2021).

Vegetation Management Program: In addition to the 2018 Strategic Fire Plan for California, CAL FIRE operates a Vegetation Management Program (VMP) that focuses on addressing resource management and wildfire fuel hazards within State Responsibility Area (SRA) lands. The VMP utilizes cost-sharing methodology, prescribed fire, and mechanical fuels treatments to address wildland fuel hazards on SRA lands. Landowners can apply for participation in the VMP program and once approved as a VMP project, CAL FIRE assumes liability for conducting treatments (CAL FIRE 2022c).

California Vegetation Treatment Program: The State of California operates the California Vegetation Treatment Program (CalVTP). This program was developed by the Board of Forestry and Fire Protection to create healthy fire regimes, reduce hazardous vegetation that increases wildfire risk, and reduce risk within communities (California Department of Conservation 2024a).

PUBLIC LAND MANAGEMENT

LAND MANAGEMENT STRATEGIES

Forest managers in the region are addressing land management objectives through the use of prescribed fire, mechanical, and manual treatments to promote more resilient forest lands. Private, state, and federal lands are interspersed, creating a matrix of land ownership, which is often a hurdle to implementation of landscape-level treatments. By working with private landowners, forest managers are enhancing landscape-scale efforts to create more resilient forest communities.

Local Land

At a broad level, the guiding principles for management of public local lands are established in the Butte County General Plan 2040 (Butte County 2023).

Butte County's parks and recreational facilities are managed by five municipalities and five large, independent special districts. The five key recreation and park districts are Chico Area, Durham, Feather River, Paradise, and Richvale Recreation and Park Districts (Butte County 2023). Notably, the Gridley and Biggs areas are not served by a special park district. Instead, the Cities of Gridley and Biggs provide recreation facilities. Additionally, the City of Chico owns and manages Bidwell Park, one of the largest city-owned parks in the United States.

State Land

California and the federal government currently are in a shared stewardship agreement for California forests and rangelands. This agreement sets goals for fuels treatment, forest management, and watershed health (California Governor 2020). More information on this shared stewardship agreement can be found under the Stewardship Agreements subsection of this appendix.

Priority Landscapes

Priority landscapes, as defined by the California Fire and Resource Assessment Program, are areas where ecosystems, infrastructure, or economic assets face high risks from wildfires, pests, or climate change. Ranked by asset value and threat severity, high-priority landscapes, particularly in the WUI, demand immediate action to mitigate wildfire risks through strategies like forest thinning and defensible space.

For more information on the Fire and Resource Assessment Program, visit the following webpage: https://www.fire.ca.gov/what-we-do/fire-resource-assessment-program/.

California Department of Parks and Recreation

The California Department of Parks and Recreation (commonly referred to as California State Parks) is the largest state park system in the United States, spanning approximately 1.4 million acres across 279 park units. The system is divided into 21 districts, each responsible for the upkeep and management of their respective regions (California State Parks 2024a). Butte County falls under the Northern Buttes District.

The primary objectives of land management within California State Parks include preserving biological diversity, protecting cultural resources, providing recreational opportunities, and offering educational programs. In response to the state's wildfire risks, the parks have implemented various mitigation strategies such as fuel reduction, prescribed burns, and the creation of firebreaks (California State Parks 2024b).

Lake Oroville State Recreation Area

Lake Oroville State Recreation Area is a scenic destination in Butte County, managed by California State Parks and the California Department of Water Resources. The area spans approximately 15,500 acres of lake surface with 167 miles of shoreline. The park's goals include water conservation, flood control, recreation, and environmental protection. In July 2024, parts of the park were affected by the Thompson Fire, leading to temporary closures of some trails (California State Parks 2024c).

The Lake Oroville State Recreation Area includes the Thermalito North and South Forebays. The 300-acre North Forebay offers a day-use area with manicured turf, diverse shade trees—including European sycamore, olive, valley oak, and zelkova—a sandy swimming beach, picnic sites with ramadas, and a fishing pier. The South Forebay features a parking area, a four-lane boat ramp, picnic tables, and a sandy beach. Though it lacks shade and drinking water, it remains a popular spot for power boating and fishing.

Clay Pit State Vehicular Recreation Area

Clay Pit State Vehicular Recreation Area (SVRA) is located about 2 miles west of Oroville in Butte County. This 220-acre area is characterized by its unique topography that was formed when clay was mined from the area during construction of the nearby Oroville Dam. This area provides recreational opportunities for a wide range of Off Highway Vehicles, including motorcycles, 4x4s, and all-terrain vehicles (ATVs) (California State Parks 2024d; direct communication, CAL FIRE, 2025).

Bidwell-Sacramento River State Park

Bidwell-Sacramento River State Park, located near Chico, spans more than 355 acres of picturesque riparian habitat along the Sacramento River and Big Chico Creek. The park is characterized by its lush oak woodlands, cottonwood trees, and scenic river landscapes (California State Parks 2024e).

California Department of Fish and Wildlife

The California Department of Fish and Wildlife (CDFW) manages well over 1 million acres of fish and wildlife habitat across 749 properties throughout California. These properties serve as habitat for a great diversity of fish, wildlife, and plant species and include varied habitats from major ecosystems in the state (CDFW 2023). In 2021, the CDFW initiated the largest wildfire protection and resiliency endeavor in its history, with a focus to improve wildfire protection and resiliency in most of its ecological reserves, wildlife areas, and surrounding communities. Methods employed by the CDFW to accomplish its wildfire resiliency goals include the installation of fire breaks, brush removal, vegetation thinning, livestock grazing, and prescribed burns (CDFW 2021b).

CDFW-managed lands in Butte County are listed below:

- Butte Creek Canyon Ecological Reserve
- Butte Creek House Ecological Reserve
- Coon Hollow Wildlife Area
- Feather River Fish Hatchery
- Gray Lodge Wildlife Area
- North Table Mountain Ecological Reserve
- Oroville Wildlife Area
- Upper Butte Basin Wildlife Area

California Department of Water Resources

The California Department of Water Resources (DWR), a key agency in managing the state's water resources, oversees approximately 1,200 miles of levees and 700 miles of canals. The DWR system is divided into several regions, each responsible for the maintenance and management of their respective areas. Butte County falls under the Northern Region.

The primary objectives of water management within the DWR include ensuring water supply reliability, protecting water quality, providing flood protection, and supporting ecosystem health.

Oroville Facilities

The Oroville facilities, designated as FERC Project No. 2100 (P-2100), are situated along the Feather River in Butte County. Key components include Oroville Dam and Reservoir, Edward Hyatt Powerplant, Thermalito facilities, Feather River Fish Hatchery, and various recreational and conservation areas. The hydroelectric system has a licensed capacity of approximately 762 megawatts, generating an average of 2.2 billion kilowatt-hours annually.

Federal Land

U.S. Fish and Wildlife Service

The U.S. Fish and Wildlife Service (USFWS) manages over 150 million acres across more than 560 national wildlife refuges as part of the National Wildlife Refuge System, dedicated to conserving fish, wildlife, plants, and their habitats (USFWS n.d.a). In Butte County, the two USFWS-managed areas are the Sacramento River National Wildlife Refuge and the Steve Thompson North Central Valley Wildlife

Management Area. The USFWS manages a total of 4,004 acres of land in the Butte County planning area.

A key part of the USFWS mission is its fire management program, which employs 498 professionals who manage prescribed fires to reduce combustible materials and prevent large wildfires. These prescribed burns, which treat about 342,845 acres annually nationwide, promote native vegetation and improve wildlife habitats (USFWS n.d.b). In addition, the fire management team responds to wildfires, protecting natural resources and human communities. The USFWS collaborates with other agencies to conduct prescribed burns and manage wildfire risks (USFWS n.d.b).

Bureau of Land Management

The Bureau of Land Management (BLM) oversees the largest fire program in the U.S. Department of the Interior, managing over 245 million acres of public lands, primarily in the western United States and Alaska. The BLM's Redding Field Office manages 13,814 acres in Butte County as part of the Northern California District, mostly in the northwestern portion of the county. The BLM Fire Program prioritizes public safety through fire suppression, preparedness, fuels management, community assistance, and education (BLM n.d.a).

In California, the BLM faces challenges from diverse landscapes, increasing wildland development, unpredictable weather, and tree mortality from drought and bark beetles. The BLM California Fire Management Program protects people, property, and resources across over 2,000 communities at risk. BLM California collaborates with federal, state, and local agencies through a cooperative fire protection agreement that coordinates statewide fire suppression efforts (BLM n.d.b).

U.S. Forest Service

The U.S. Forest Service (USFS) manages 193 million acres of national forests and grasslands, focusing on public safety, ecosystem health, and resource protection. For over 100 years, the USFS has employed a comprehensive fire management approach that includes fire suppression, prescribed burning, and community protection, guided by the National Cohesive Wildland Fire Management Strategy (USFS n.d.a).

In California, the USFS faces significant challenges due to diverse ecosystems and frequent wildfires. The USFS California Fire Management Program, part of the Pacific Southwest Region (Region 5), protects people and resources across 18 national forests, covering 20 million acres. The USFS collaborates with federal, state, and local agencies, participating in the California Wildfire and Forest Resilience Task Force and utilizing strategies such as fuel breaks, fuel load reduction, and prescribed burns to manage fire risk and promote ecosystem health (USFS n.d.b).

In Butte County, parts of two national forests—Plumas National Forest (1,146,000 total acres, and 141,915 acres in the planning area) and Lassen National Forest (1,200,000 total acres, and 55,480 acres in the planning area)—are located in the eastern and northeastern portions of the county, respectively. These portions fall under two ranger districts: the Almanor Ranger District (Lassen National Forest) and the Feather River Ranger District (Plumas National Forest).

Bureau of Indian Affairs

The Bureau of Indian Affairs manages fire through its Division of Wildland Fire Management. The goal of this program is to protect lives, property, and resources while restoring and maintaining healthy ecosystems and promoting Indian self-determination. The Division provides wildland fire protection for

federally recognized tribes and individual Indians through collaboration with other agencies where applicable under Public Law 93-638 (Bureau of Indian Affairs 2024).

Services provided by the Division of Wildland Fire Management include, but are not limited to, ecosystem improvements, wildland firefighter and safety training, fuels management, prescribed fire, and post-wildfire recovery. The Bureau of Indian Affairs oversees 637 acres in the southern portion of Butte County.

Stewardship Agreements

Land stewardship agreements are vital for the sustainable management and preservation of our natural resources. These agreements foster collaborative efforts between various stakeholders, including government agencies, tribal nations, nonprofit organizations, and private landowners, to ensure that land is managed in a way that balances ecological health, cultural values, and community needs. By pooling resources and expertise, stewardship agreements enable the implementation of comprehensive land management practices that address critical issues such as wildfire prevention, habitat restoration, and water quality protection.

In 2020, California and the federal government signed an agreement of the shared stewardship for California forests and rangelands. The agreement sets many goals for the state of California and the federal government to accomplish together (California Governor 2020). These goals include treating at least 1 million acres of California lands per year to reduce the risk of wildfires, developing a 20-year cooperative forest management plan, which will outline projects and priorities, encouraging and increasing the use of sustainable land management practices such as prescribed fire, increase the forest management workforce and in turn increase the pace and scale of forest management, and prioritizing forest health benefits such as carbon sequestration and healthy watersheds. Funding for this agreement is provided from the Great American Outdoors Act (California Governor 2020). You can find the stewardship agreement here: https://www.gov.ca.gov/wp-content/uploads/2020/08/8.12.20-CA-Shared-Stewardship-MOU.pdf

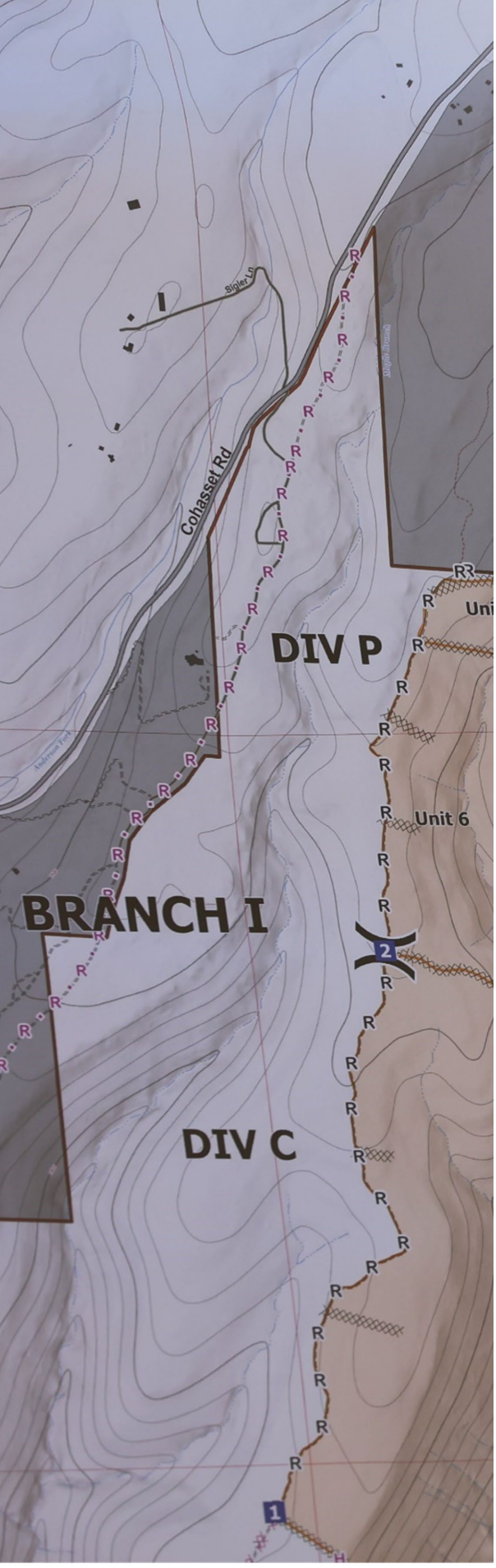
In a landmark collaboration, the Bureau of Land Management (BLM) and Mooretown Rancheria have signed a co-stewardship agreement to manage over 1,300 acres of public and tribal lands near Lake Oroville in Butte County. This agreement, the first of its kind between BLM California and a federally recognized tribe, aims to enhance natural and cultural resource protection by integrating tribal management practices with federal land management. The Mooretown Rancheria, with its robust forestry department, has been actively managing forested lands to protect against wildfires and improve ecosystem resilience. This partnership, stemming from a 2021 Secretarial Order, underscores the commitment to protect the treaty, religious, subsistence, and cultural interests of federally recognized tribes (BLM 2023).

Further, the Northern California Regional Land Trust and the Butte County Collaborative Group (BCCG) are working together on wildfire preparedness and recovery, emphasizing community involvement and the use of advanced planning tools to mitigate wildfire risks and enhance land stewardship (Northern California Regional Land Trust 2024).

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APPENDIX B:

Mapping



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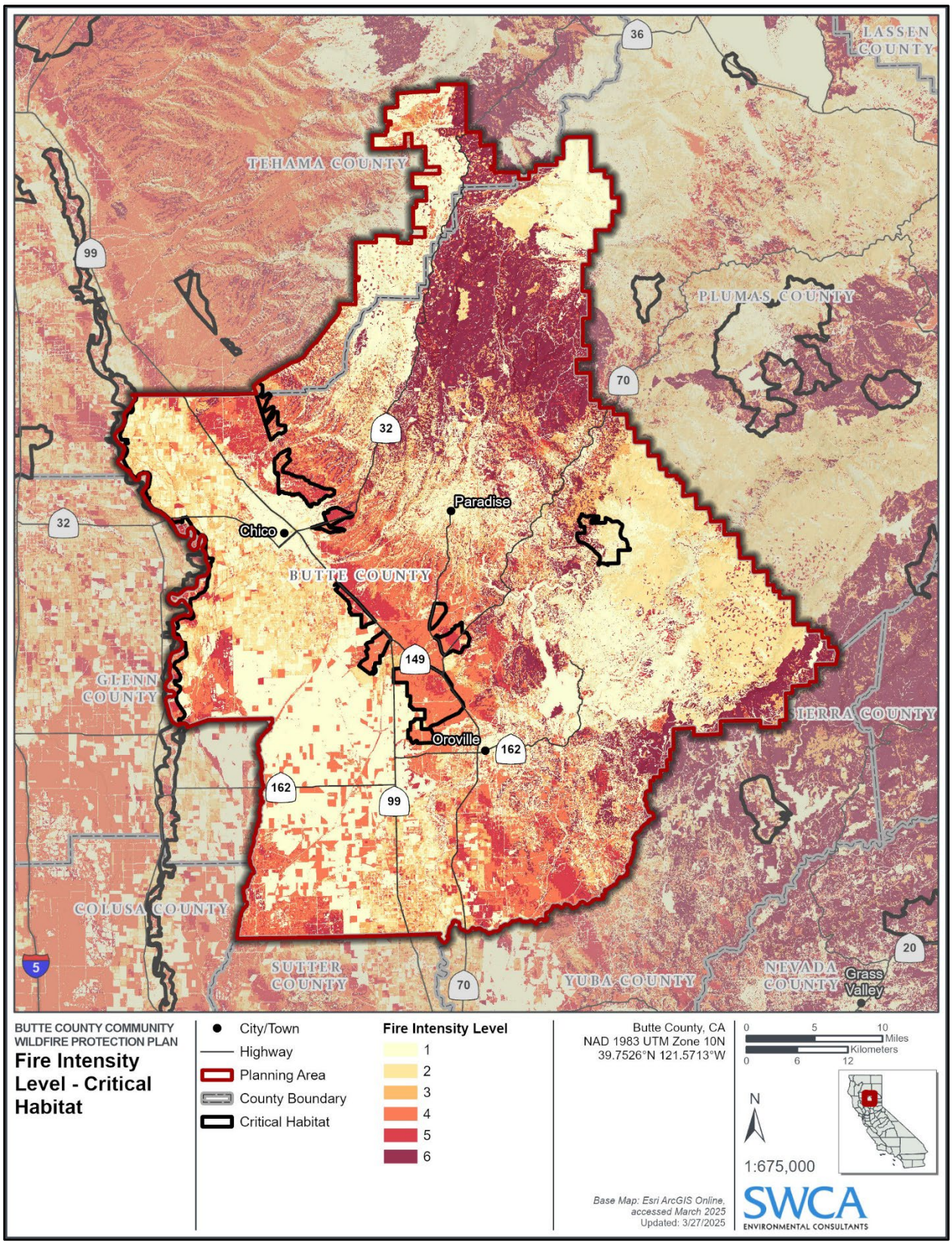


Figure B.1. Fire intensity levels across critical habitat areas in the Butte County CWPP planning area.

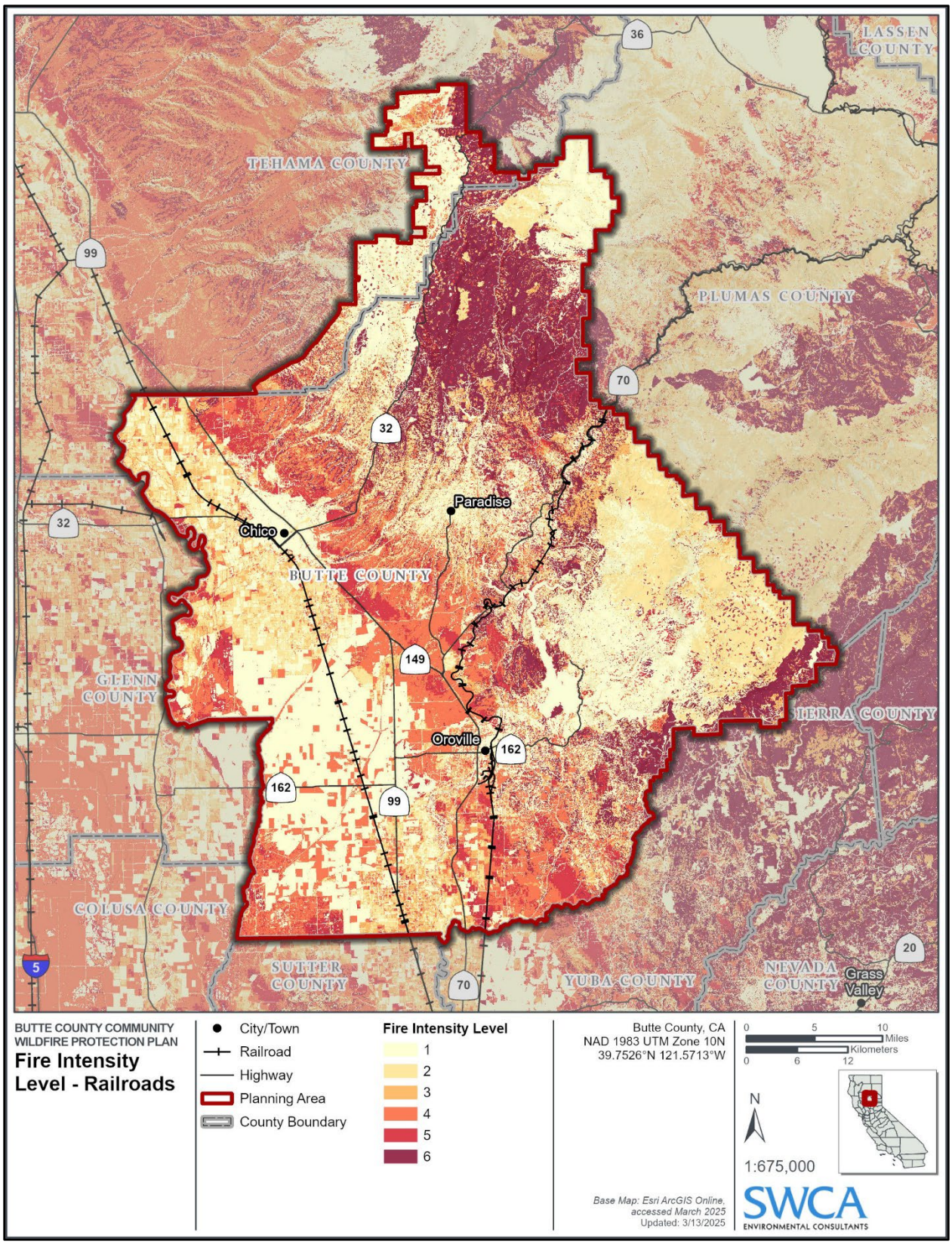


Figure B.2. Fire intensity levels around railroads in the Butte County CWPP planning area.

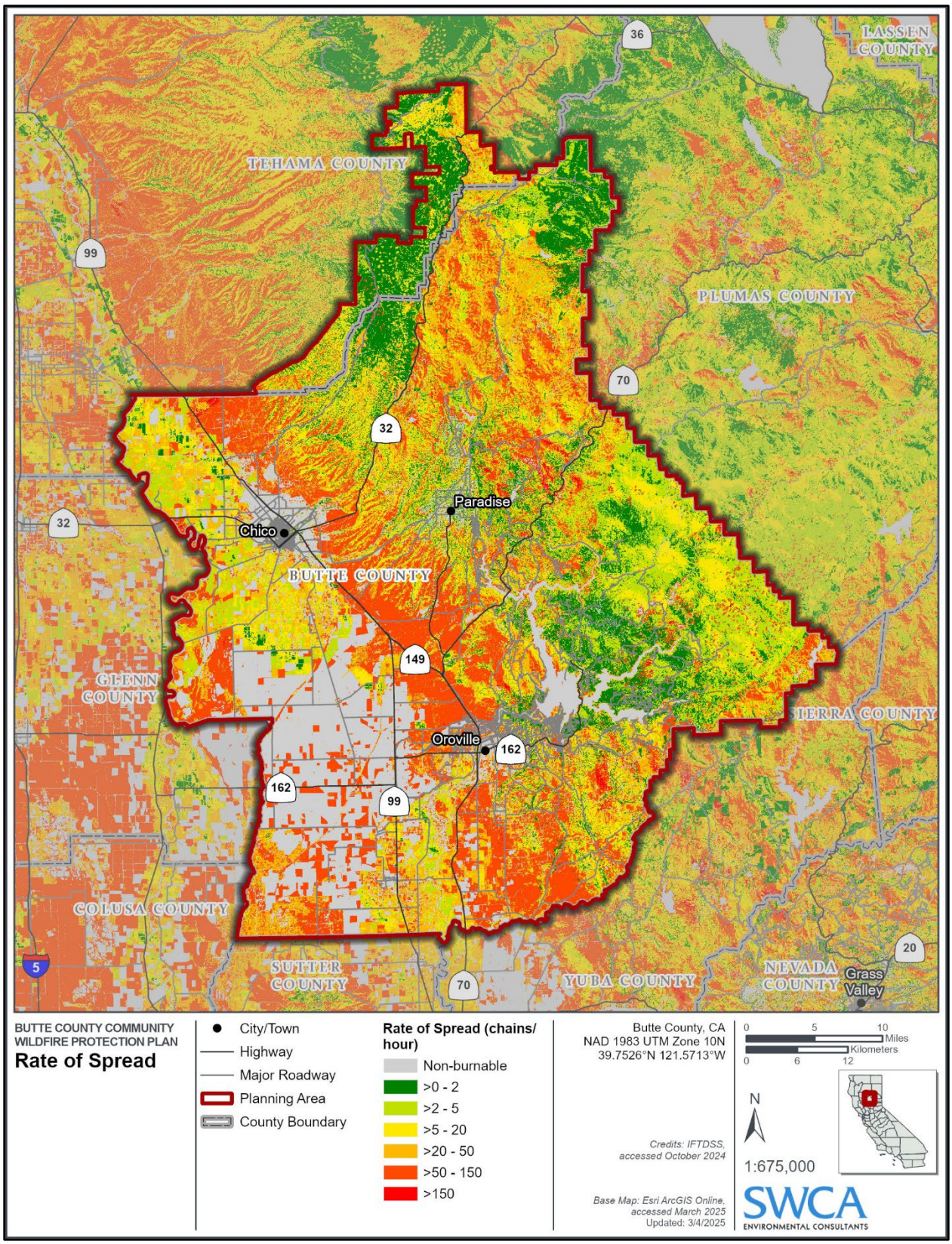


Figure B.3. Rate of wildfire spread potential in the Butte County CWPP planning area, measured in chains per hour.

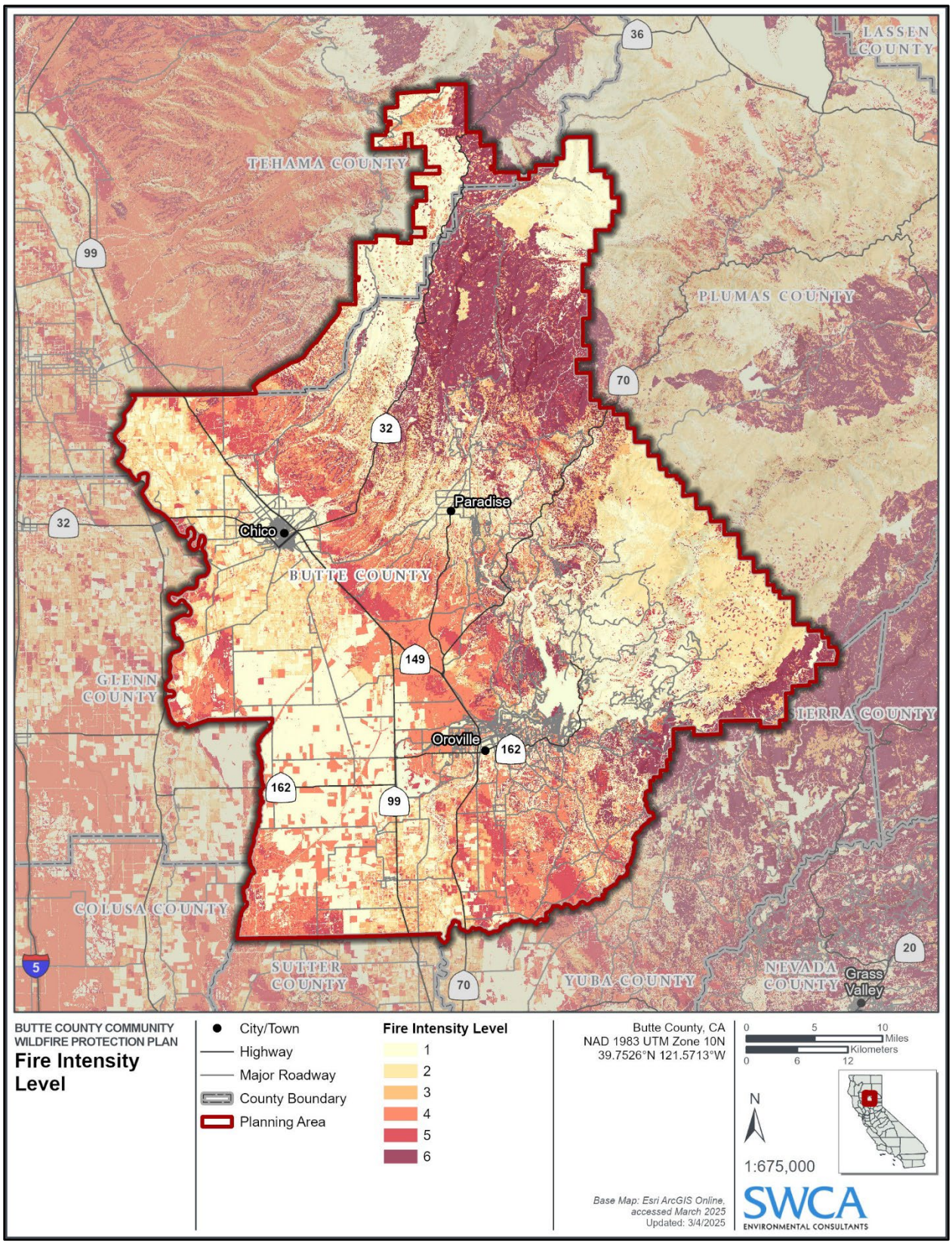


Figure B.4. Fire intensity levels across the Butte County CWPP planning area, indicating areas where wildfires are likely to burn with greater severity.

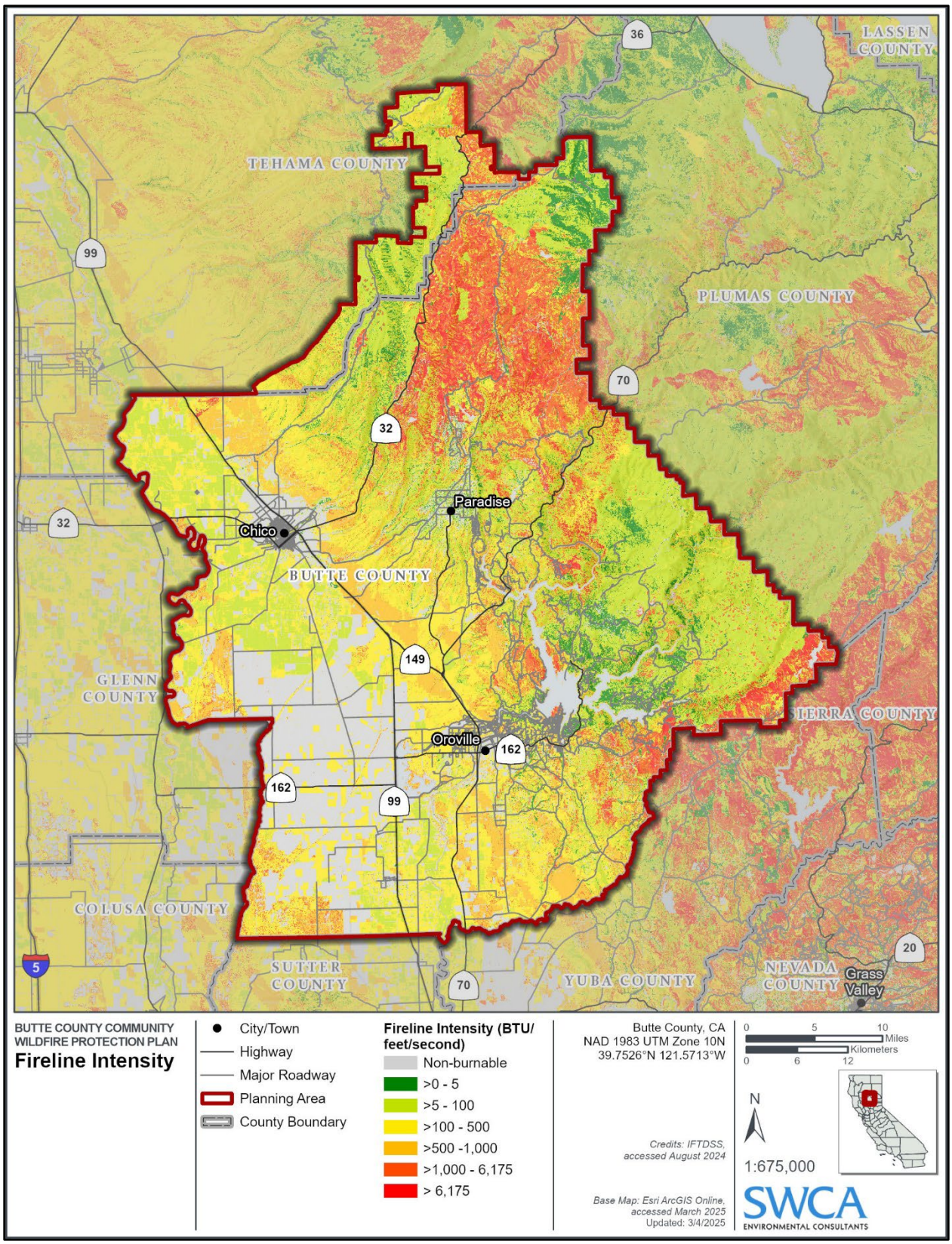


Figure B.5. Estimated fireline intensity across the Butte County CWPP planning area, measured in British thermal units (BTU) per foot per second, showing areas likely to experience severe fire behavior.

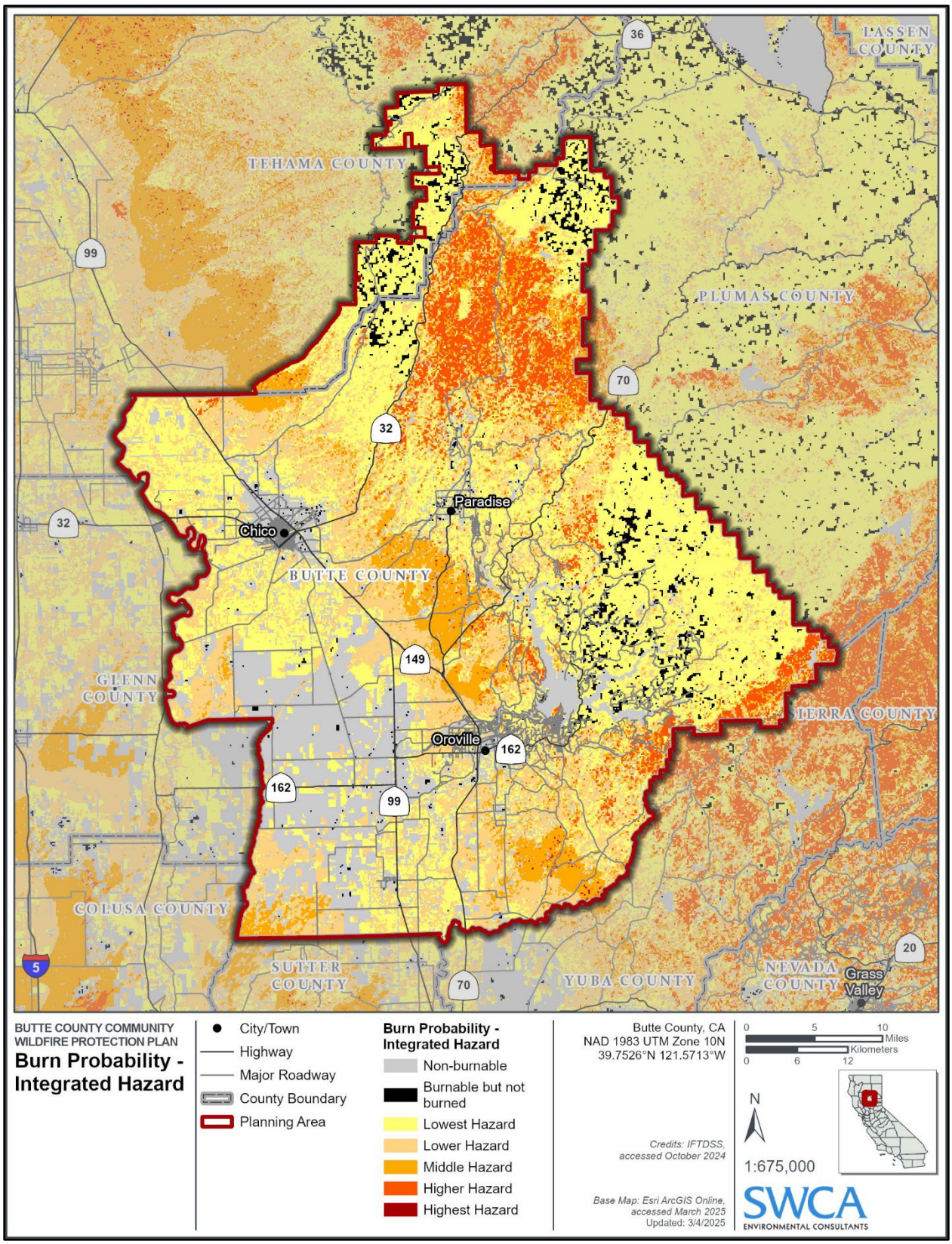


Figure B.6. Burn probability and integrated hazard levels across the Butte County CWPP planning area, categorizing areas based on their likelihood of burning and potential hazard level.

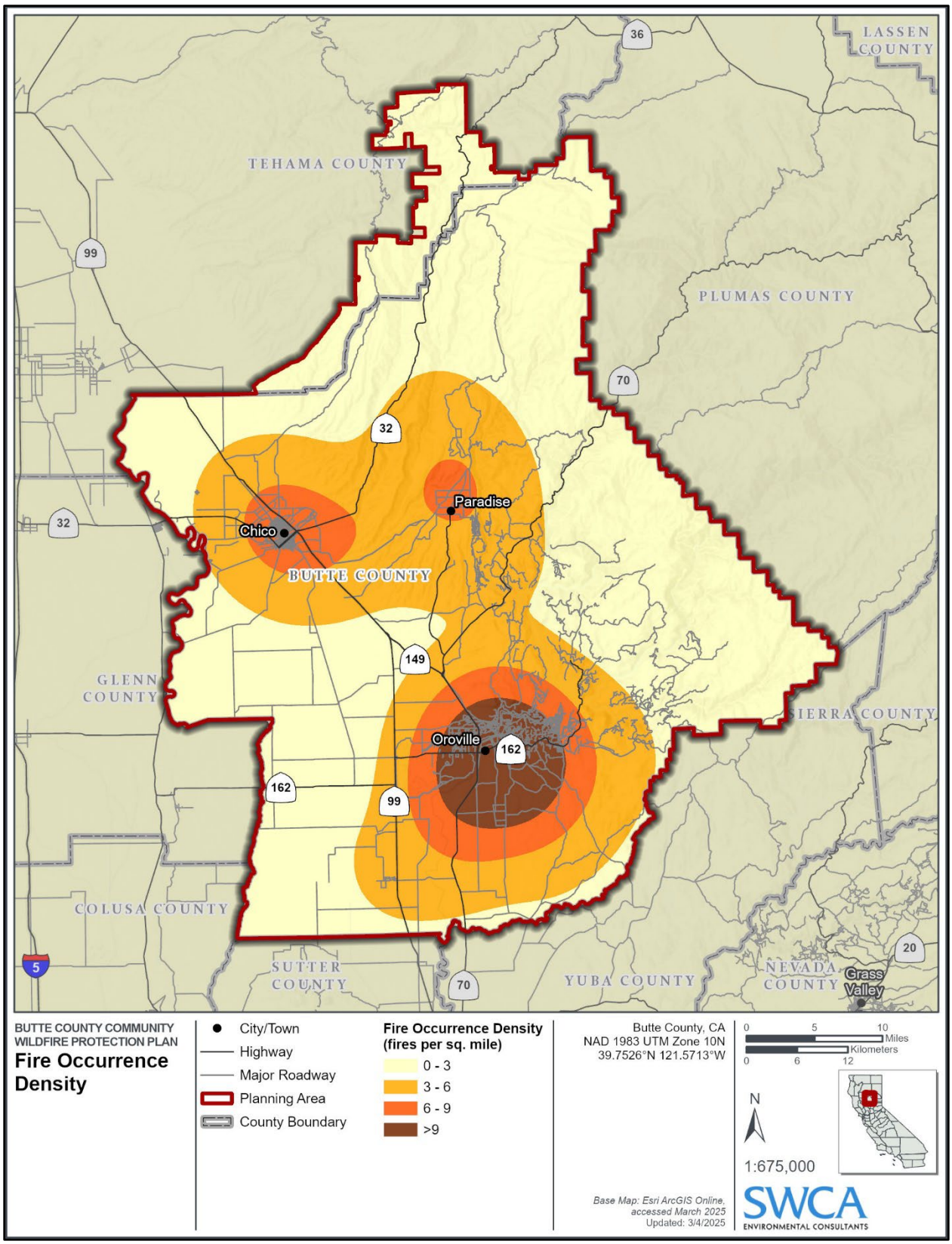


Figure B.7. Density of historical fire occurrences (2000–2024) in the Butte County CWPP planning area, with areas shaded by frequency.

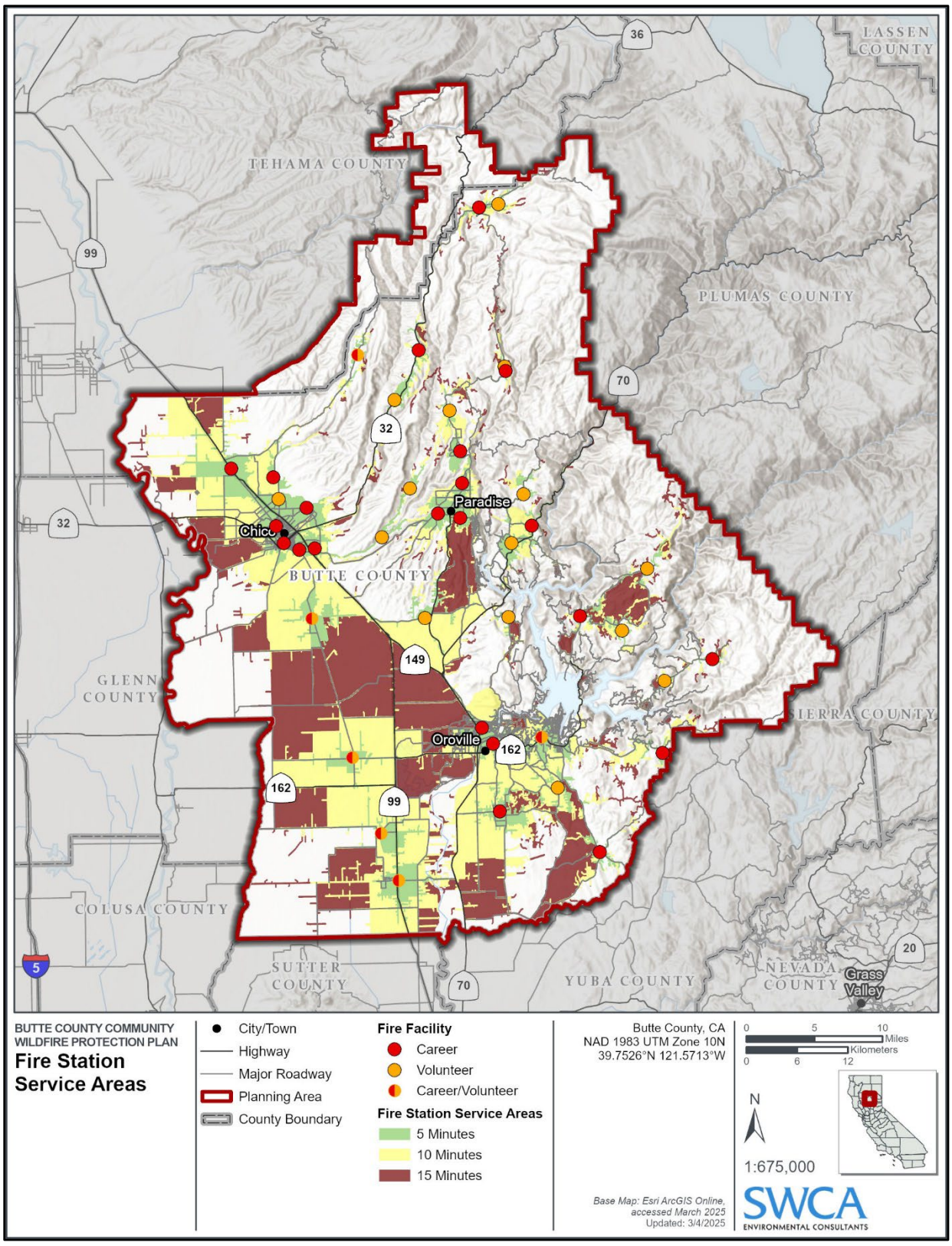


Figure B.8. Fire station service areas in the Butte County CWPP planning area, illustrating response times of 5, 10, and 15 minutes from each station.

Note: This analysis does not differentiate between Local, State, and Federal Responsibility Areas, nor does it account for cooperative agreements. It is limited to areas accessible by road within a maximum 15-minute drive time from a fire station.

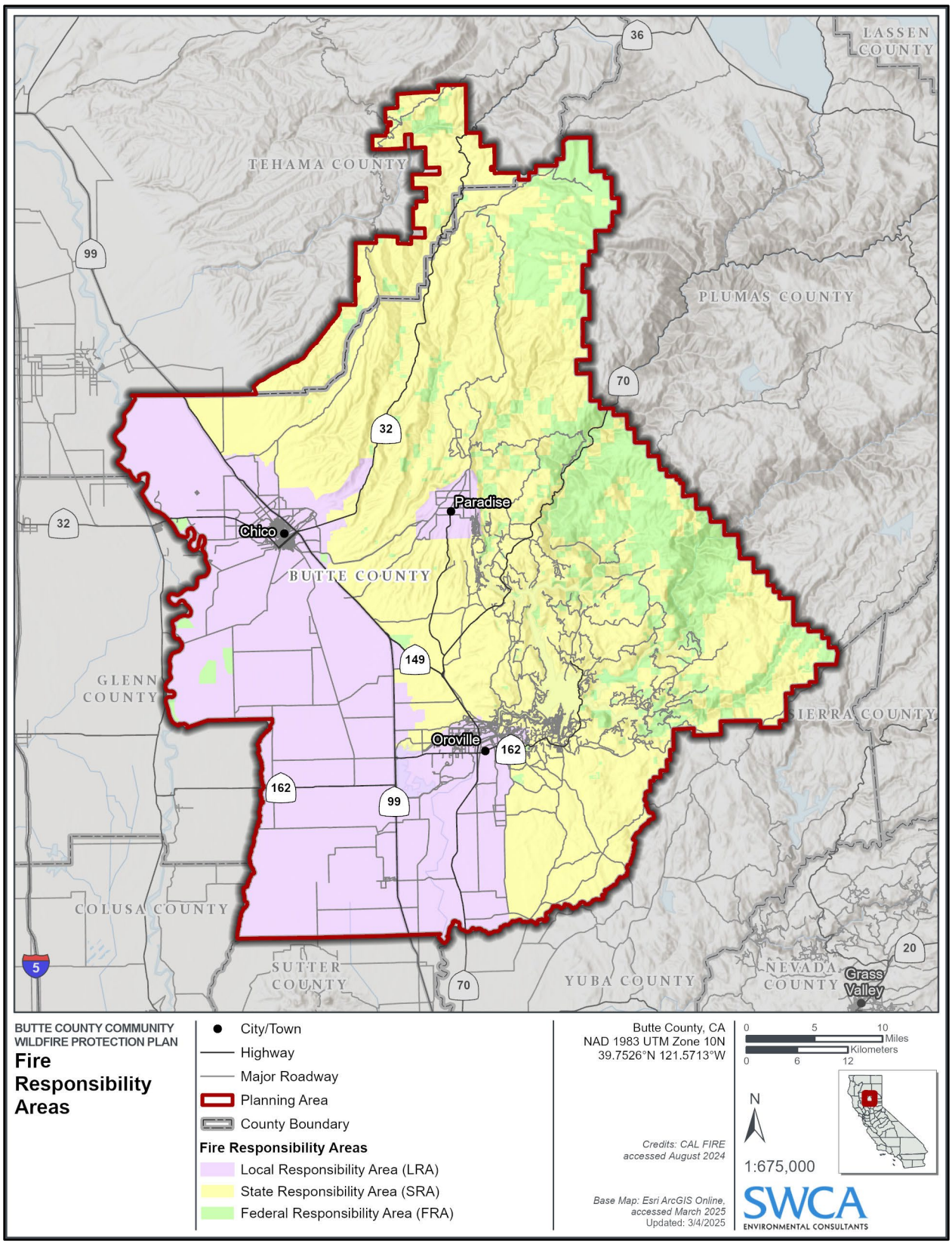


Figure B.9. Division of fire responsibility areas in the Butte County CWPP planning area, indicating federal, state, and local jurisdictions.

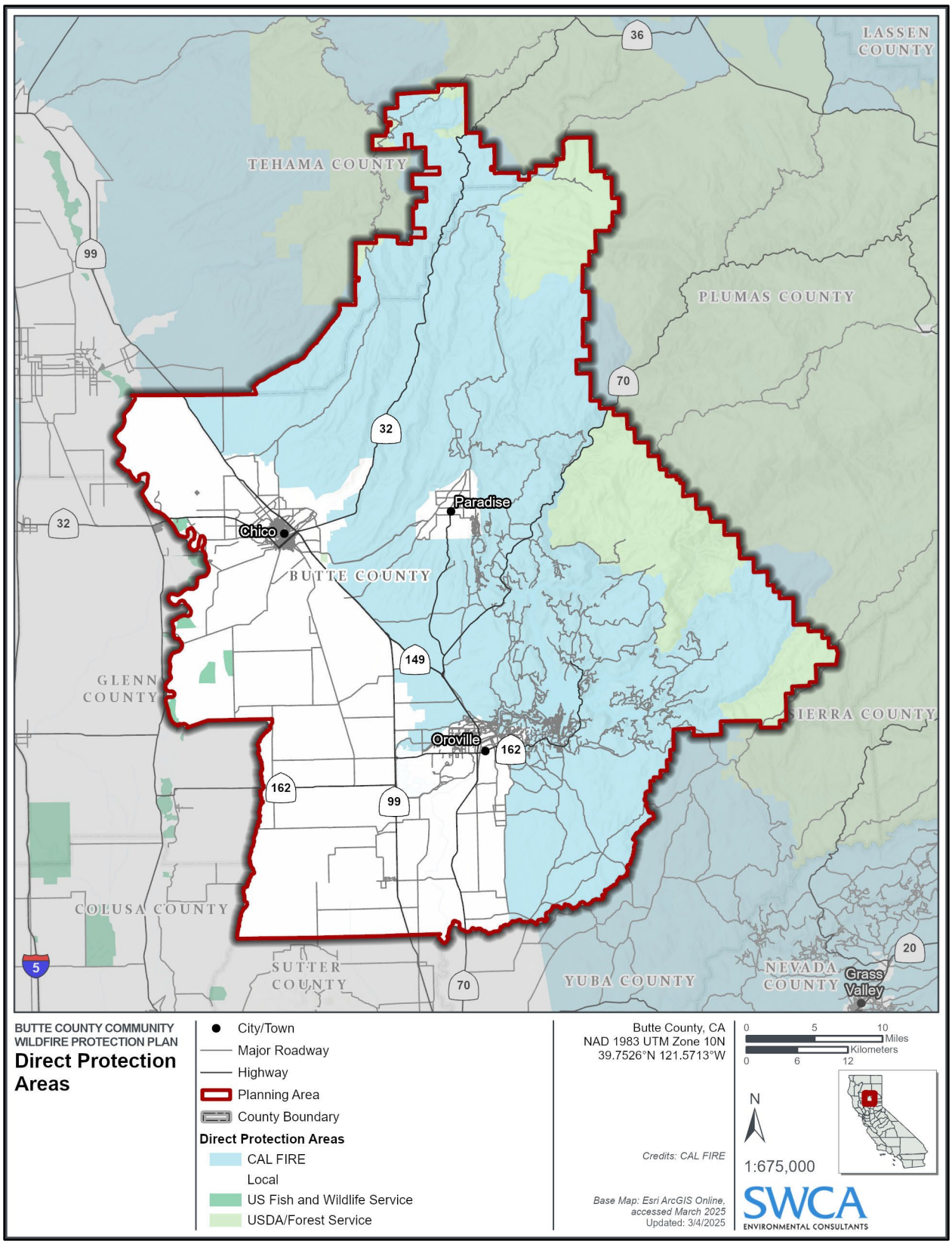


Figure B.10. Direct protection areas for fire response within the Butte County CWPP planning area.

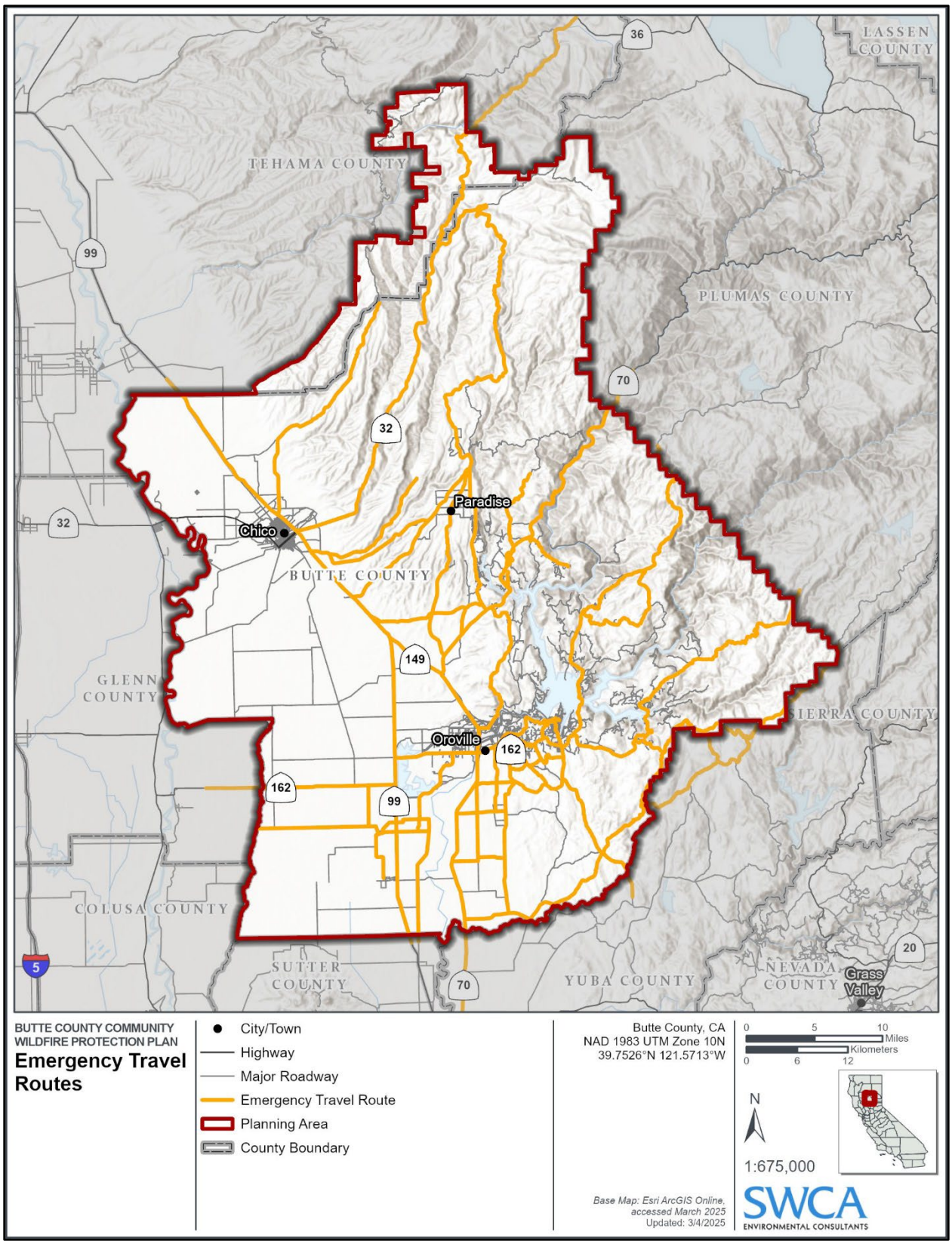


Figure B.11. Designated emergency travel routes within the Butte County CWPP planning area.

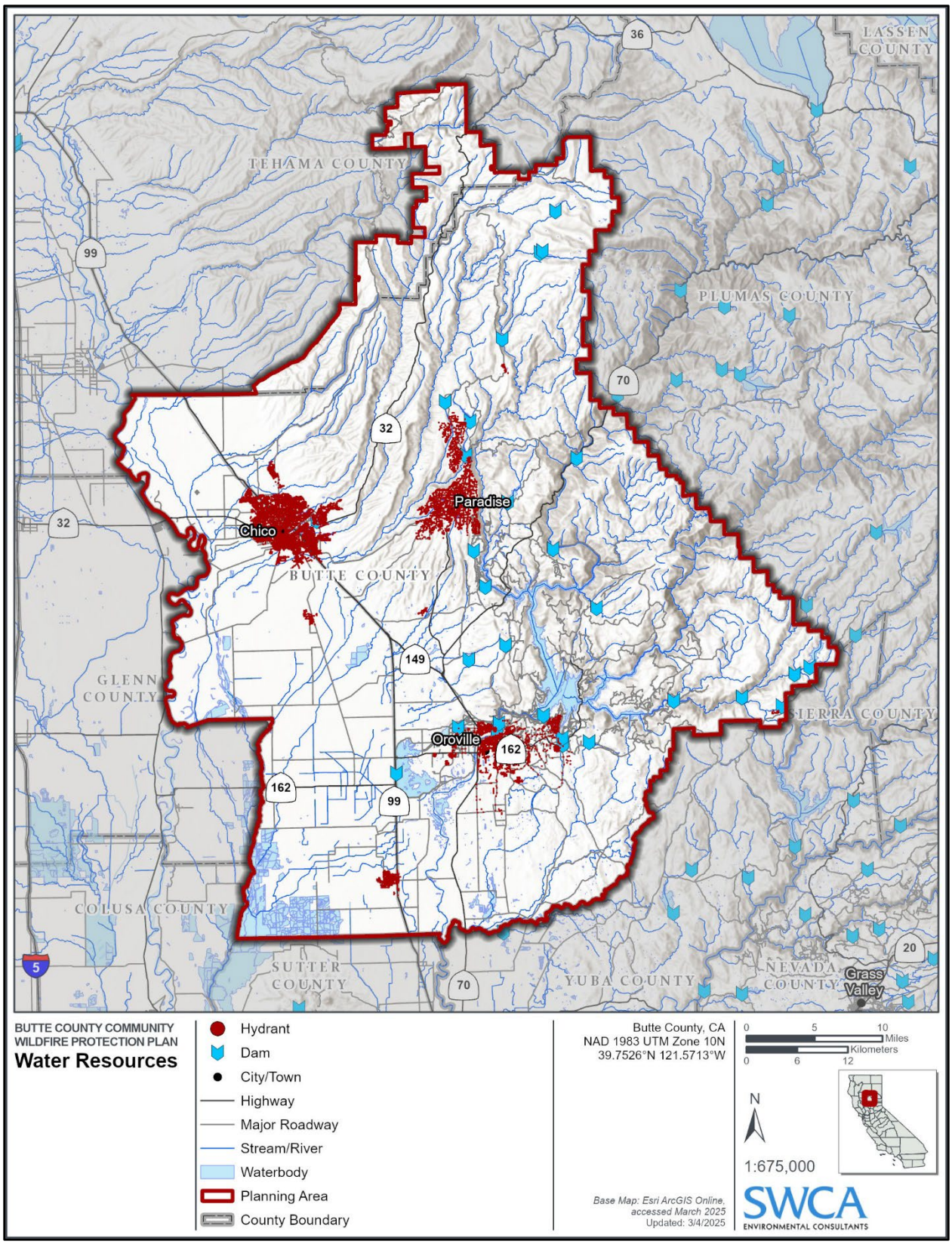


Figure B.12. Water resources, including hydrants, dams, streams, and waterbodies, within the Butte County CWPP planning area.

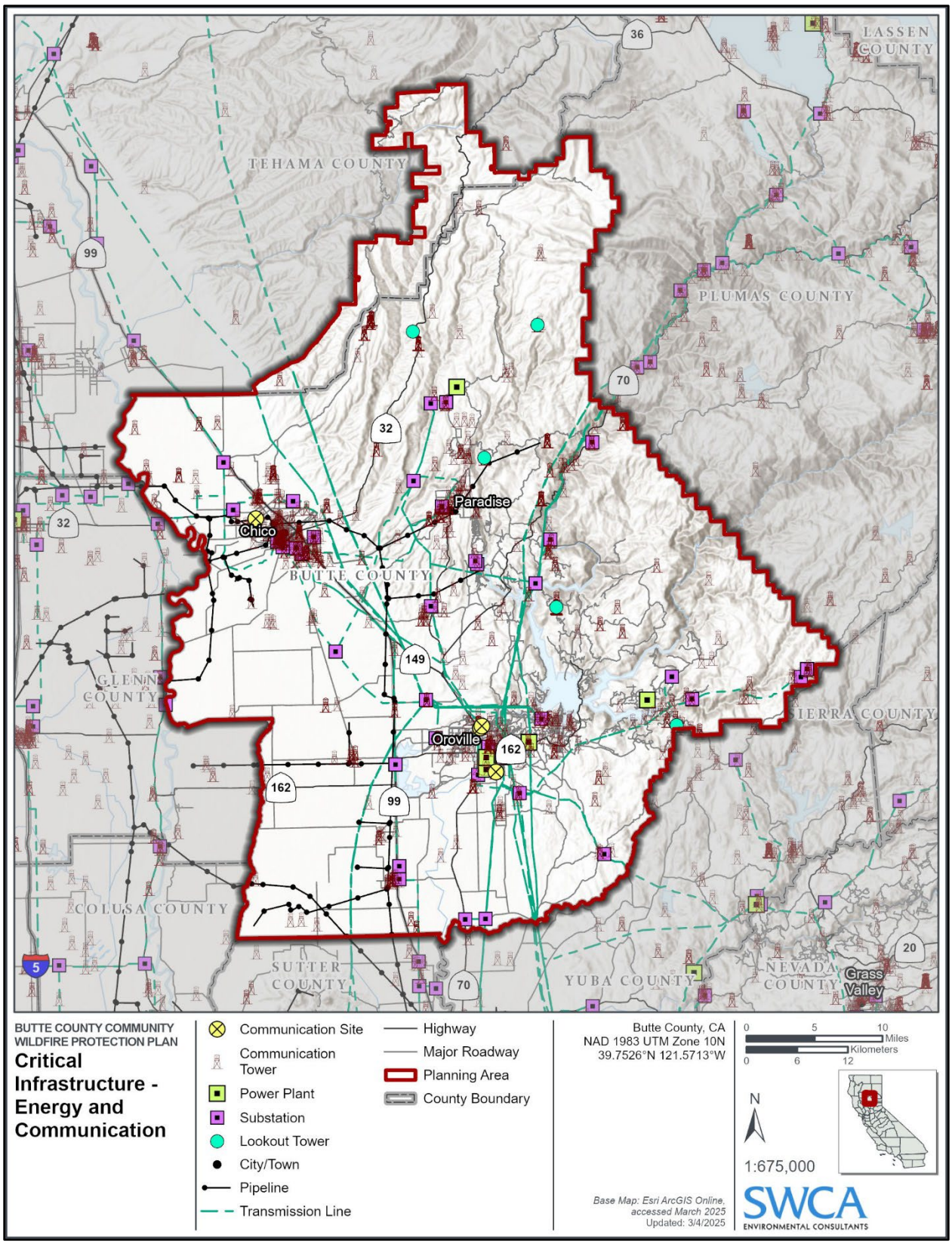


Figure B.13. Critical infrastructure related to energy and communication in the Butte County CWPP planning area, including power plants, substations, pipelines, transmission lines, and communication sites.

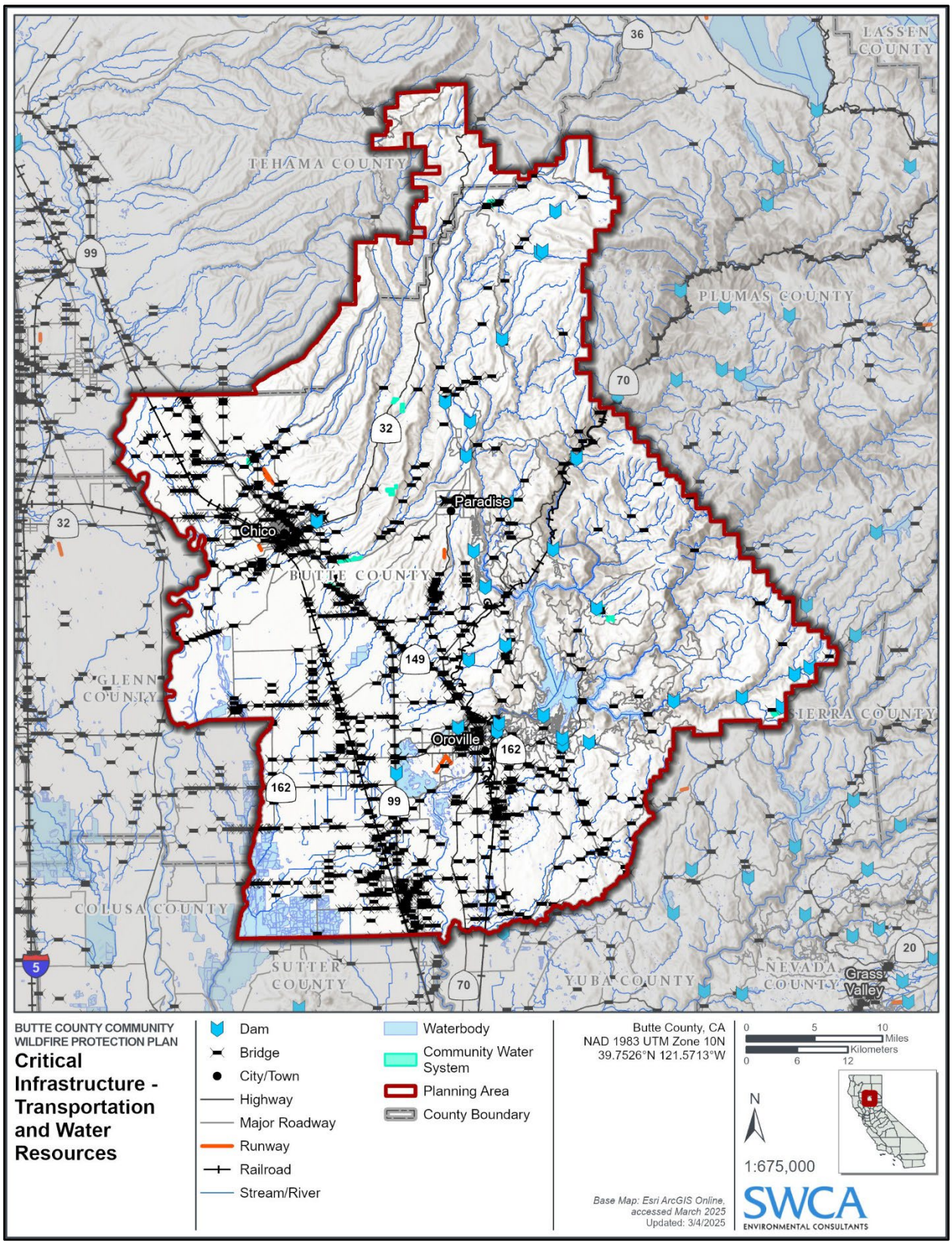


Figure B.14. Key transportation routes and water resources in the Butte County CWPP planning area, including highways, bridges, railroads, dams, and community water systems.

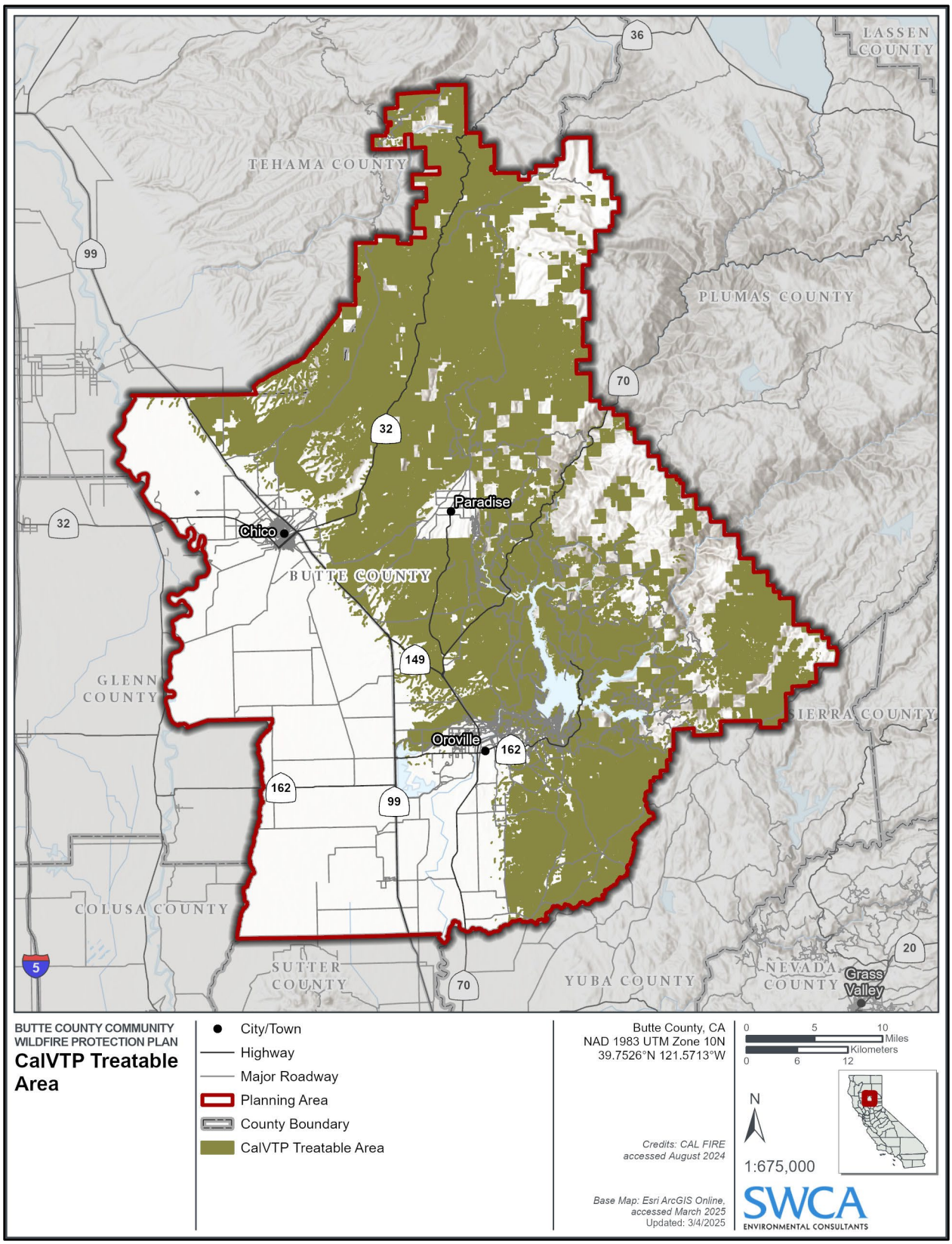


Figure B.15. Areas in the Butte County CWPP planning area eligible for treatment under the California Vegetation Treatment Program, which focuses on reducing wildfire risk through vegetation management practices.

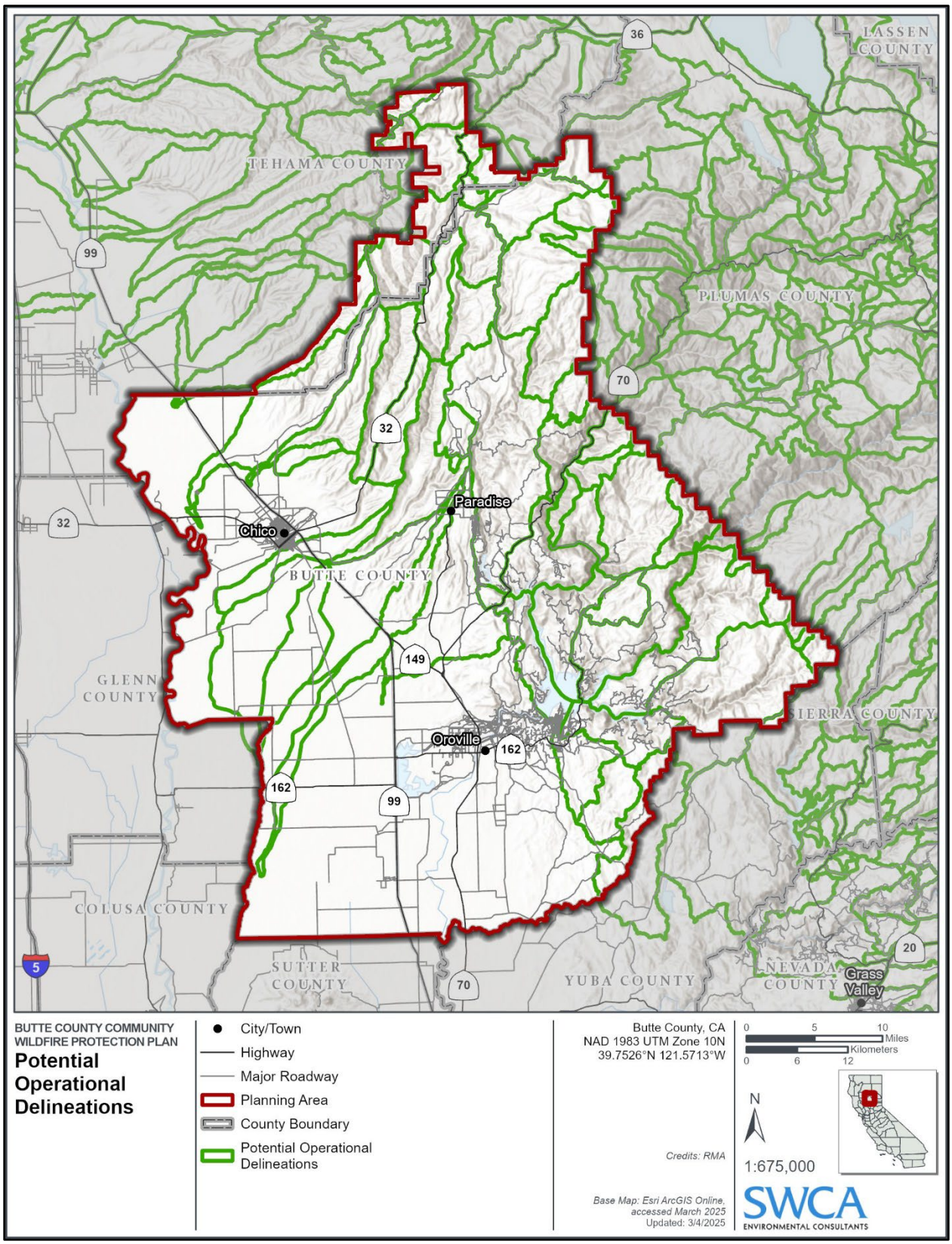


Figure B.16. Potential operational delineations (PODs) in the Butte County CWPP planning area, which help define areas where fire control efforts could be prioritized, providing strategic locations for containment and management operations.

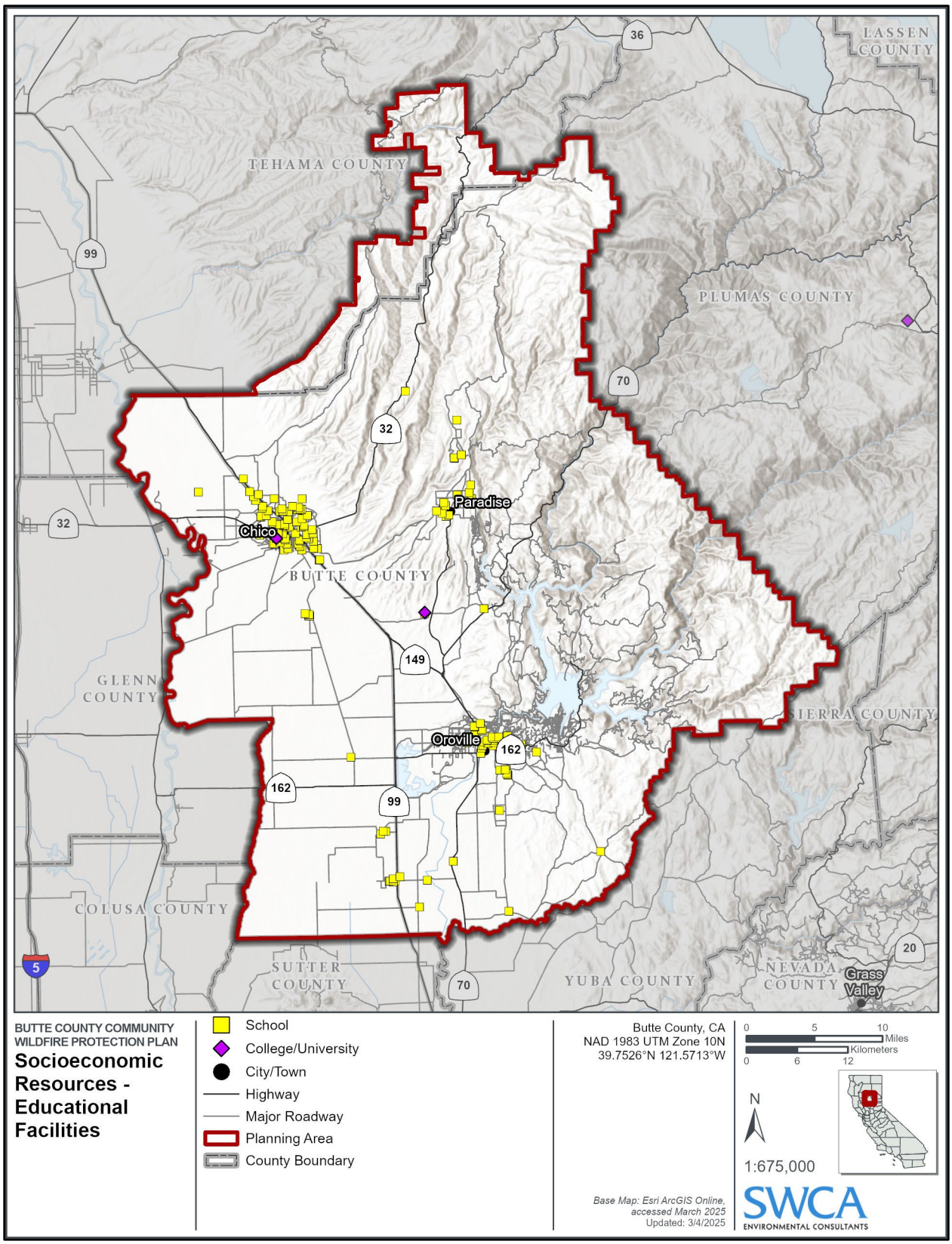


Figure B.17. Distribution of educational facilities in the Butte County CWPP planning area.

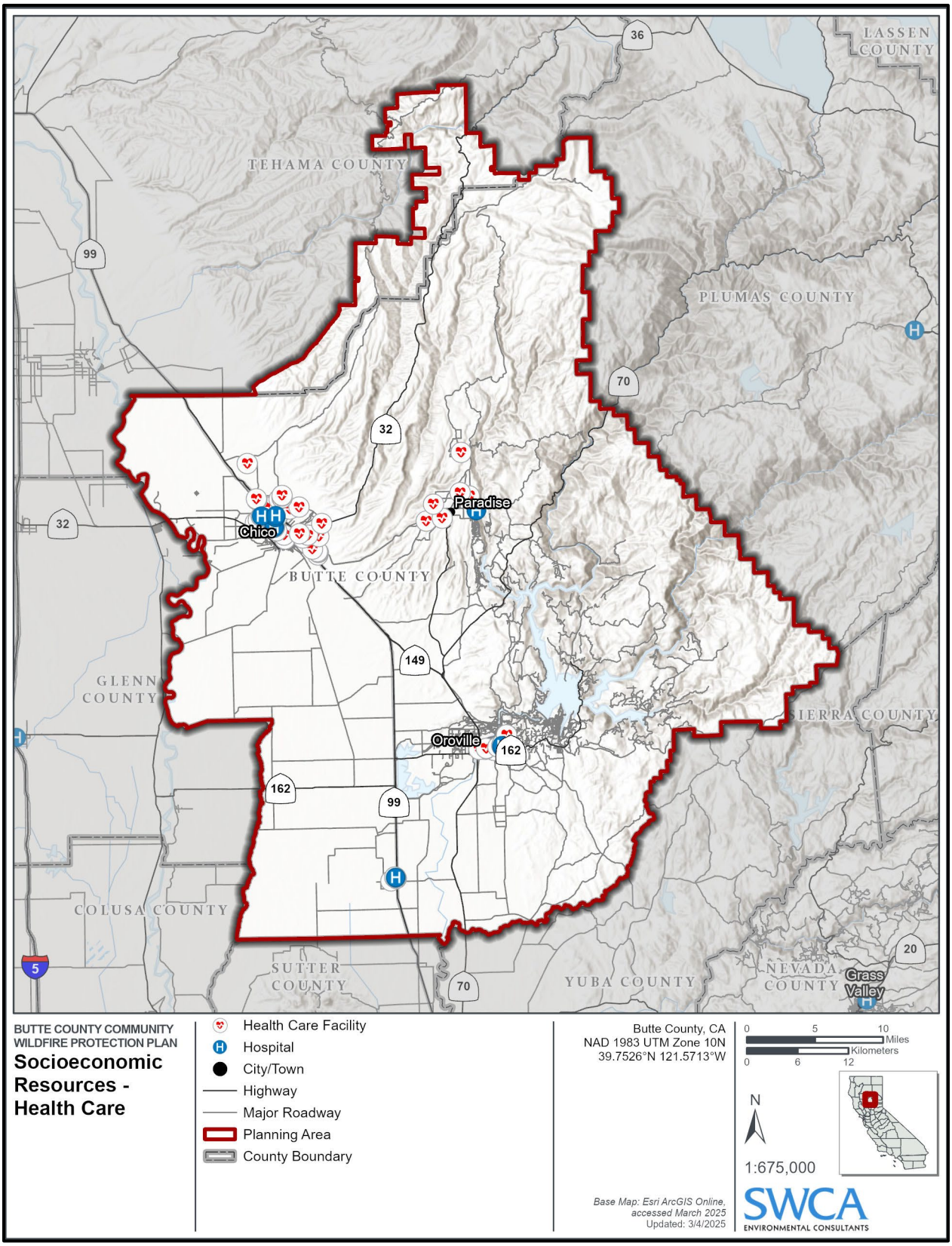


Figure B.18. Locations of health care facilities in the Butte County CWPP planning area.

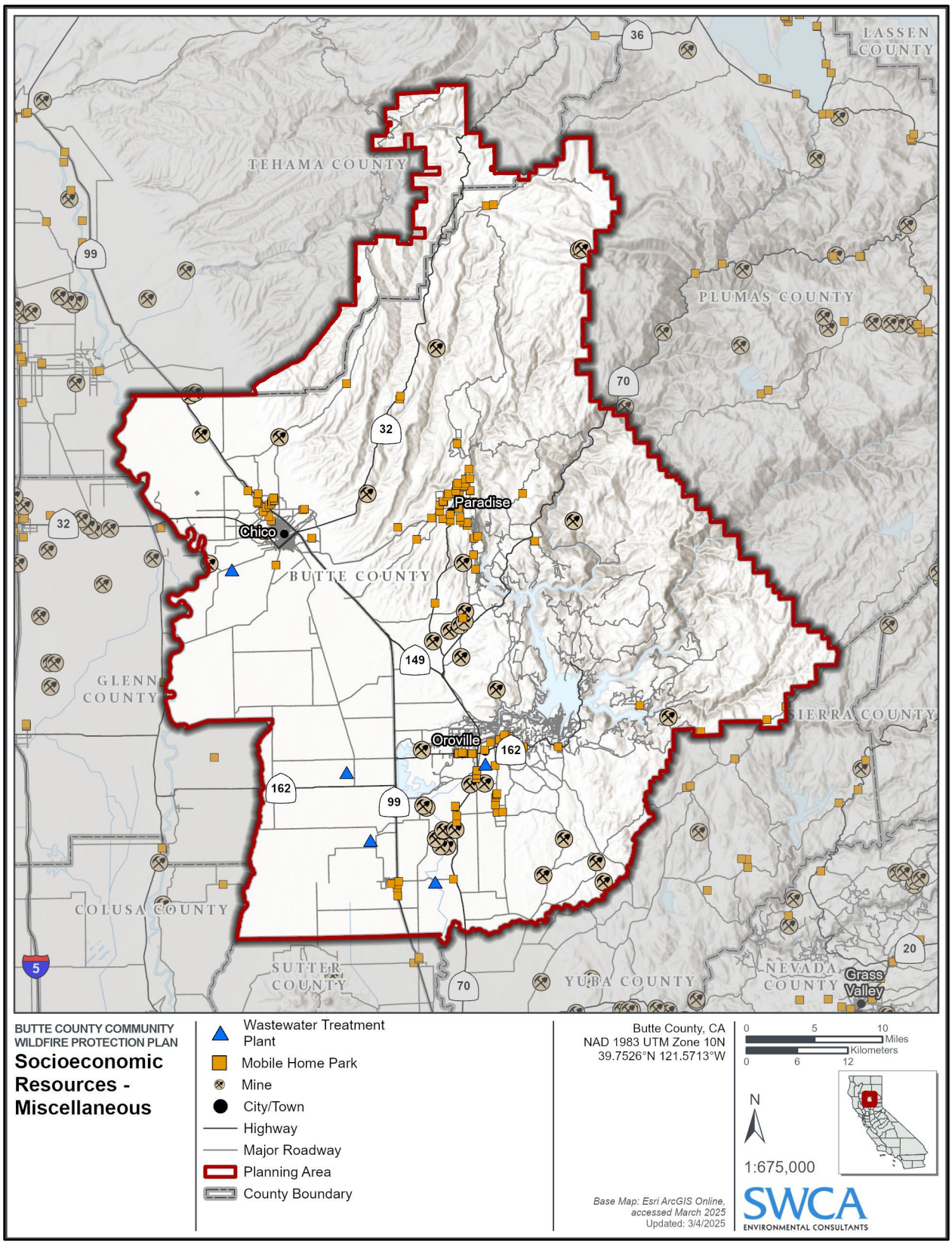


Figure B.19. Key socioeconomic infrastructure in the Butte County CWPP planning area, including wastewater treatment plants, mobile home parks, and mines.

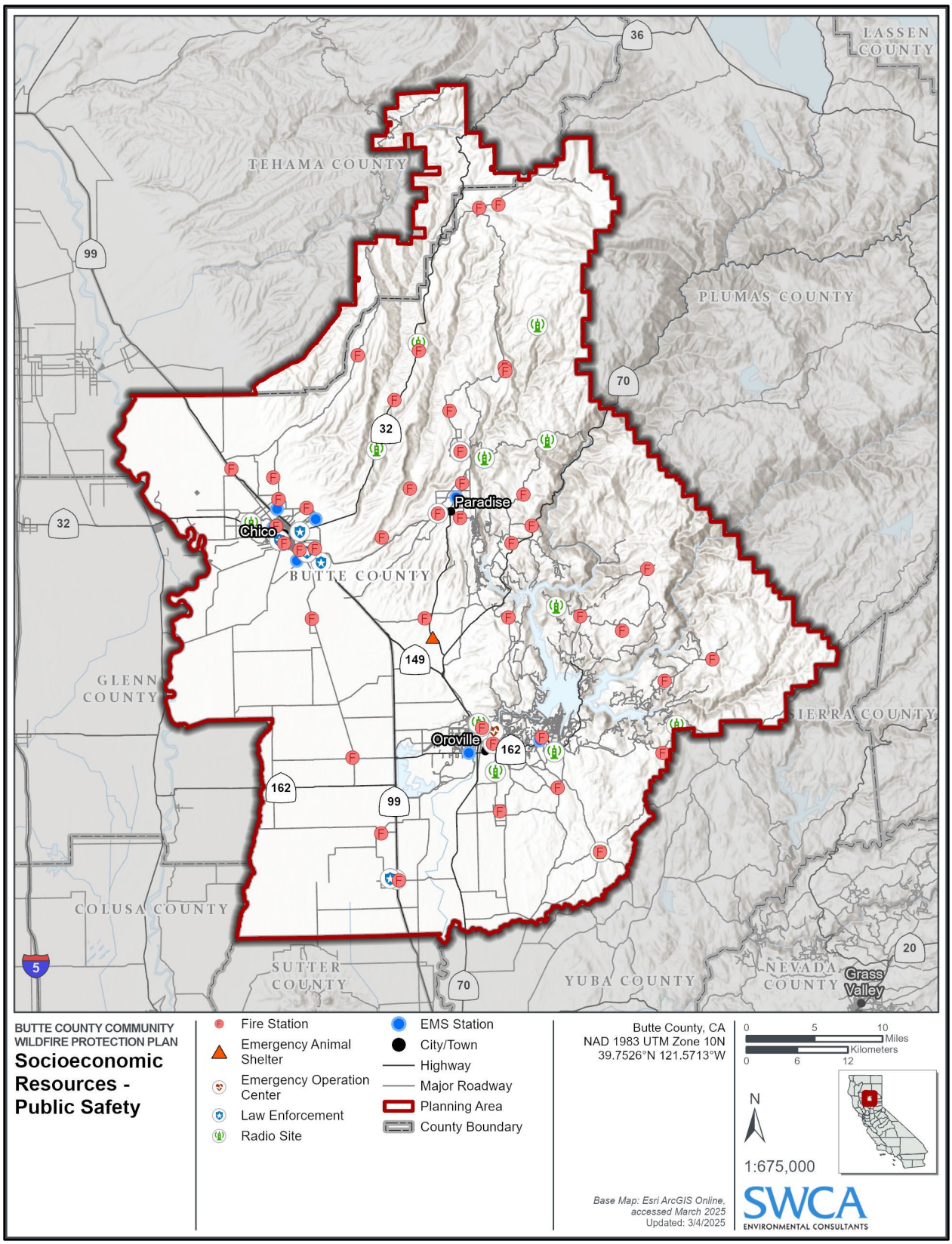


Figure B.20. Public safety resources within the Butte County CWPP planning area, including fire stations, EMS stations, law enforcement facilities, emergency operation centers, and radio sites.

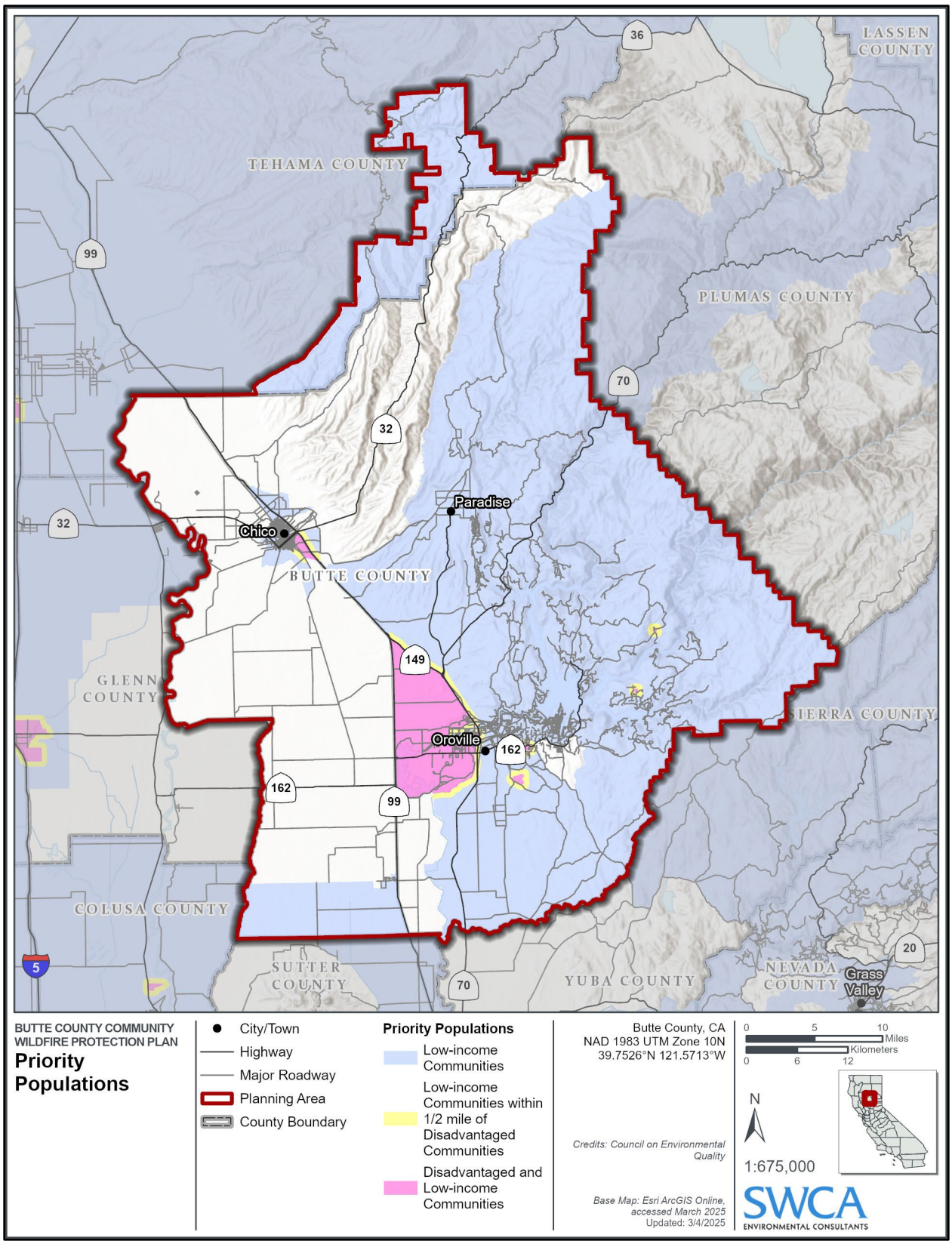


Figure B.21. Priority populations within the Butte County CWPP planning area, as determined by the California Environmental Protection Agency.

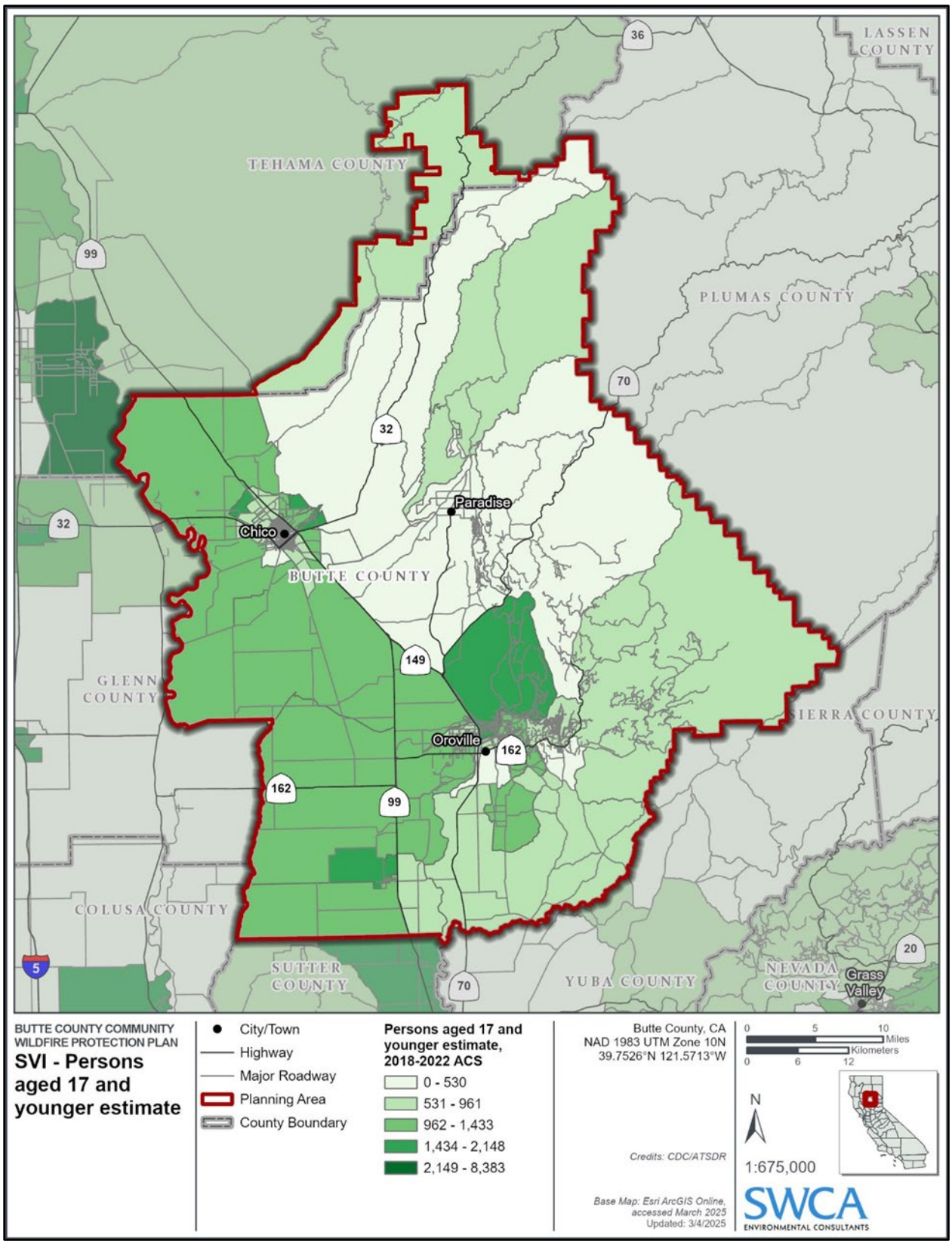


Figure B.22. Estimate of persons aged 17 and younger in the Butte County CWPP planning area.
Source: CDC (2022)

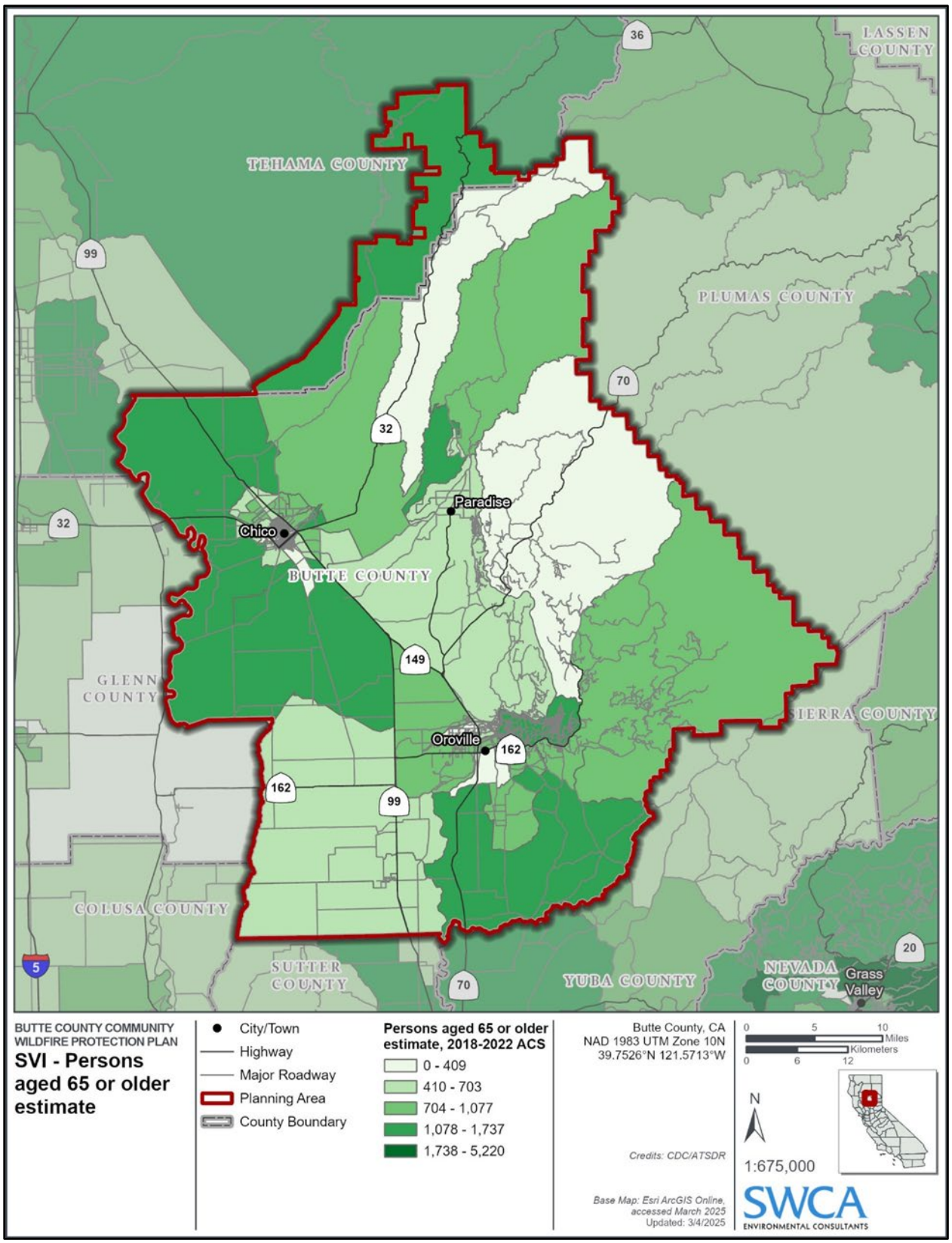


Figure B.23. Estimate of persons aged 65 and older in the Butte County CWPP planning area.

Source: CDC (2022)

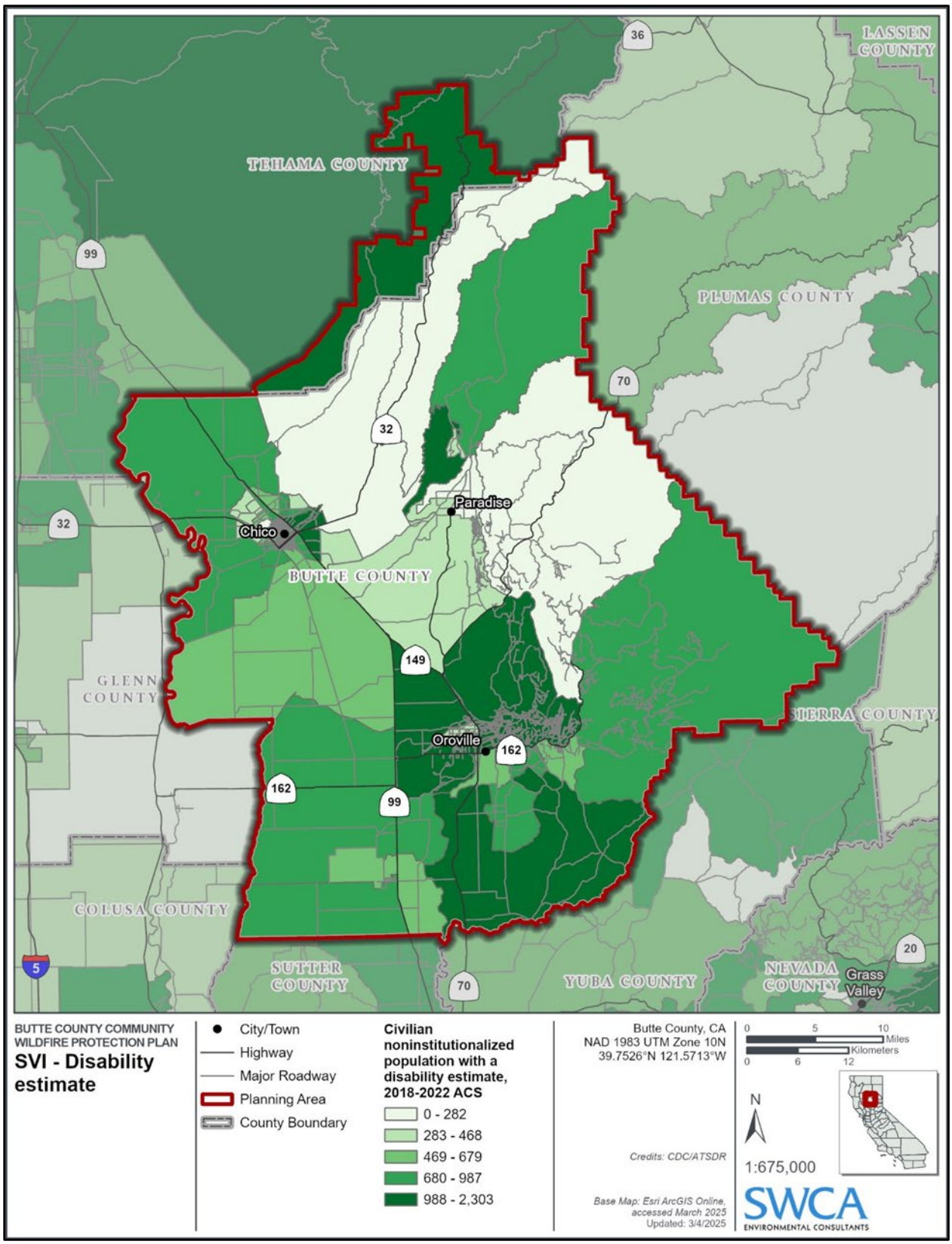


Figure B.24. Estimate of the civilian noninstitutionalized population with a disability in the Butte County CWPP planning area.

Source: CDC (2022)

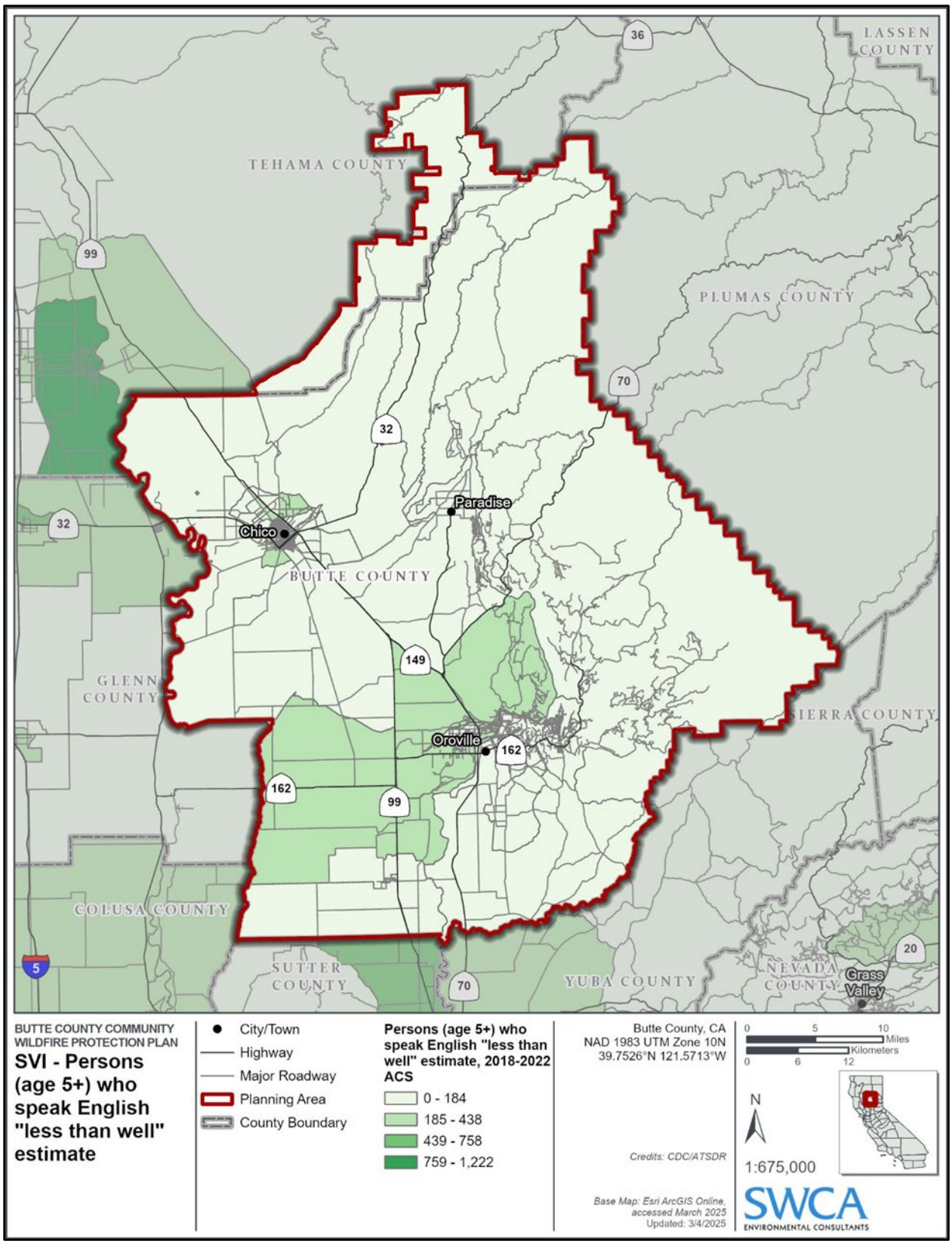


Figure B.25. Estimate of persons (age 5+) who speak English "less than well" in the Butte County CWPP planning area.

Source: CDC (2022)

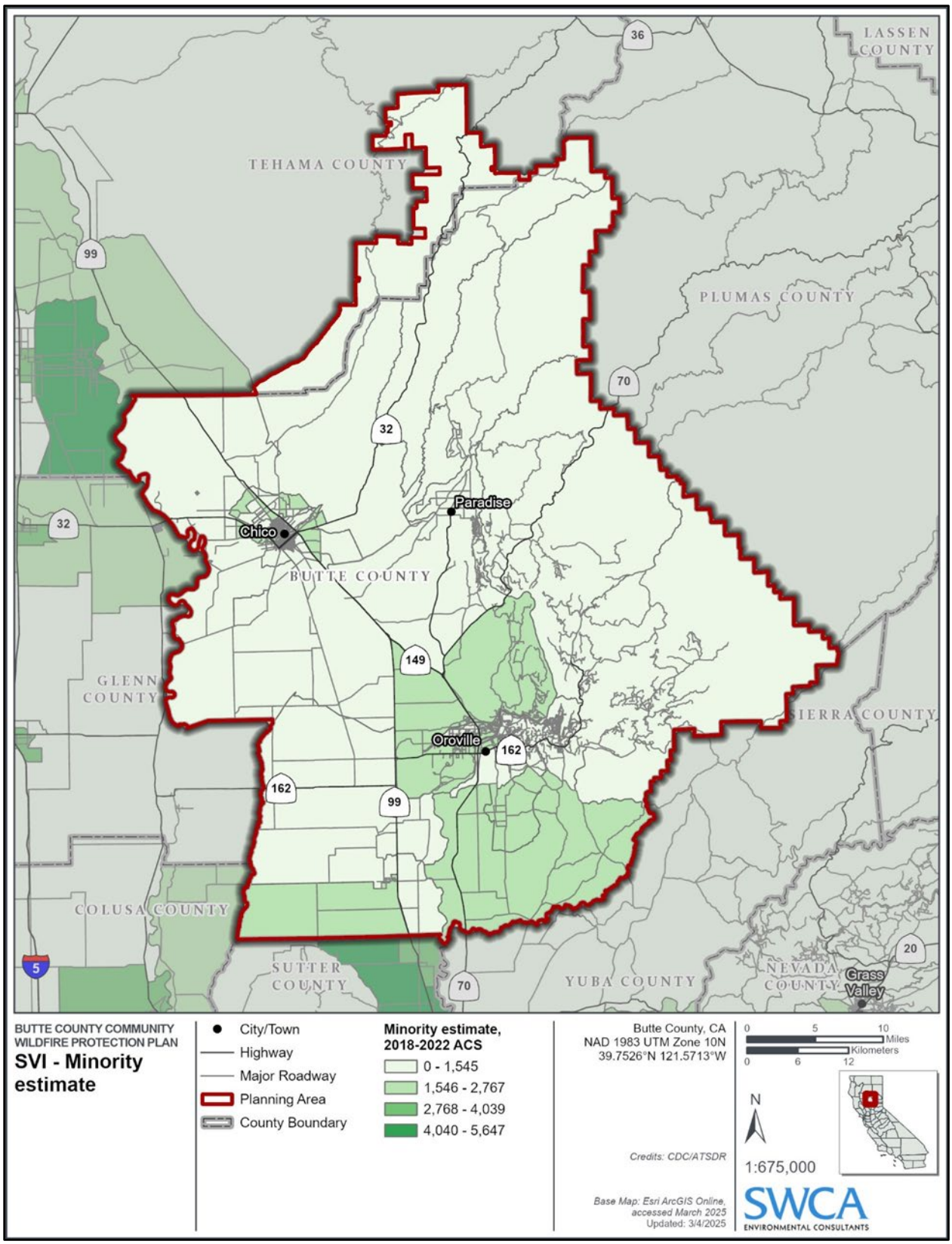


Figure B.26. Estimate of minority populations in the Butte County CWPP planning area.
Source: CDC (2022)

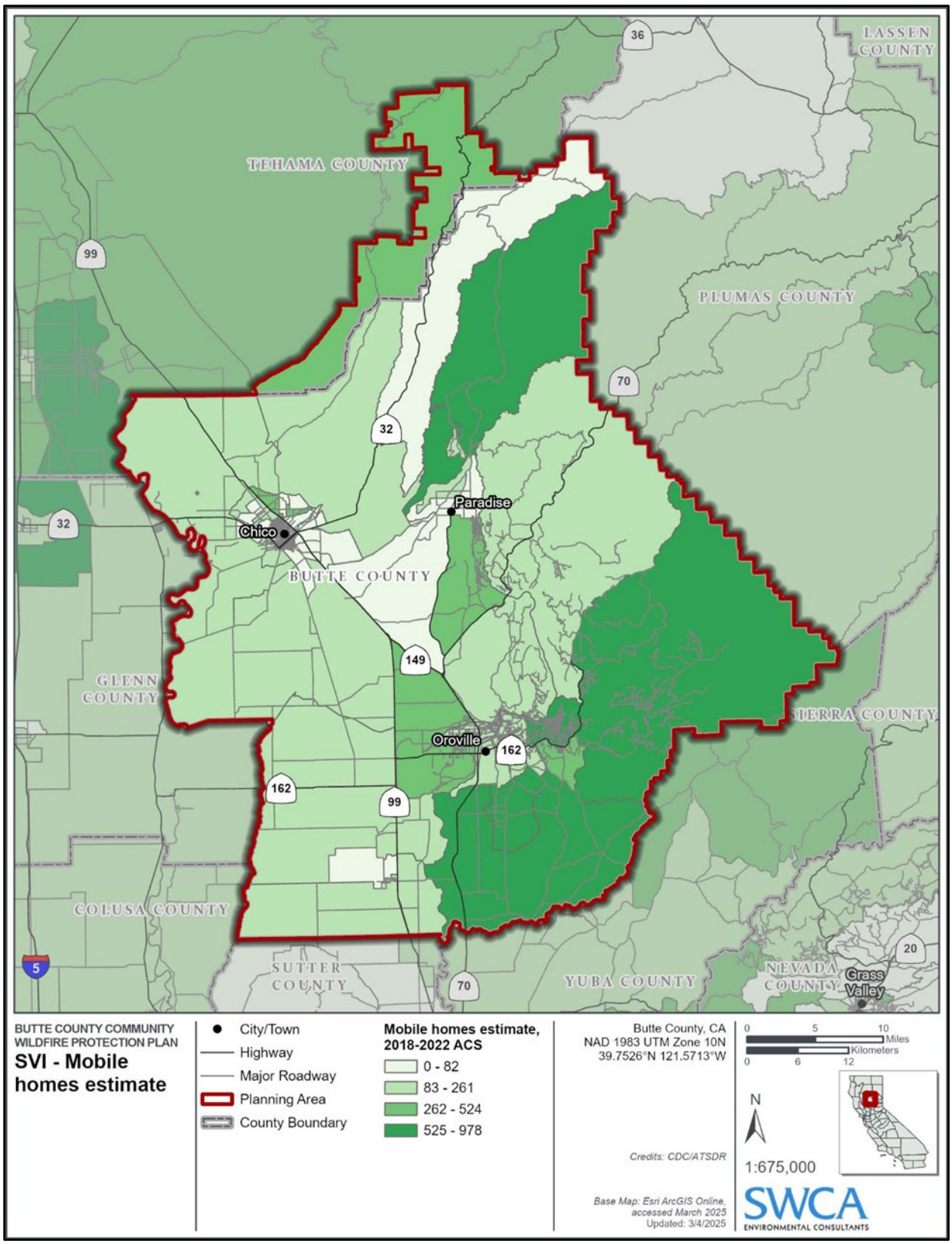


Figure B.27. Estimate of mobile homes in the Butte County CWPP planning area.

Source: CDC (2022)

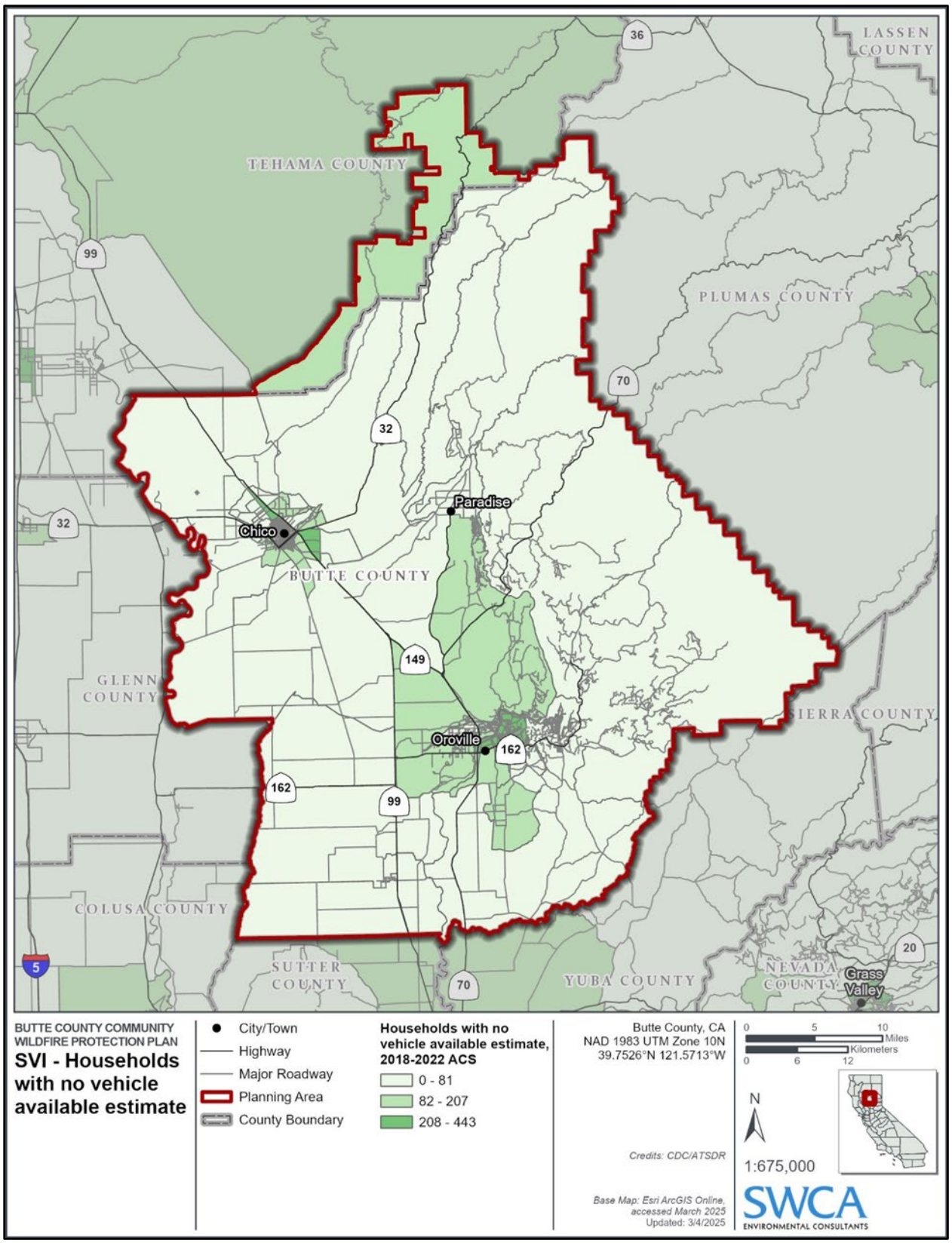


Figure B.28. Estimate of households with no vehicle available in the Butte County CWPP planning area.

Source: CDC (2022)

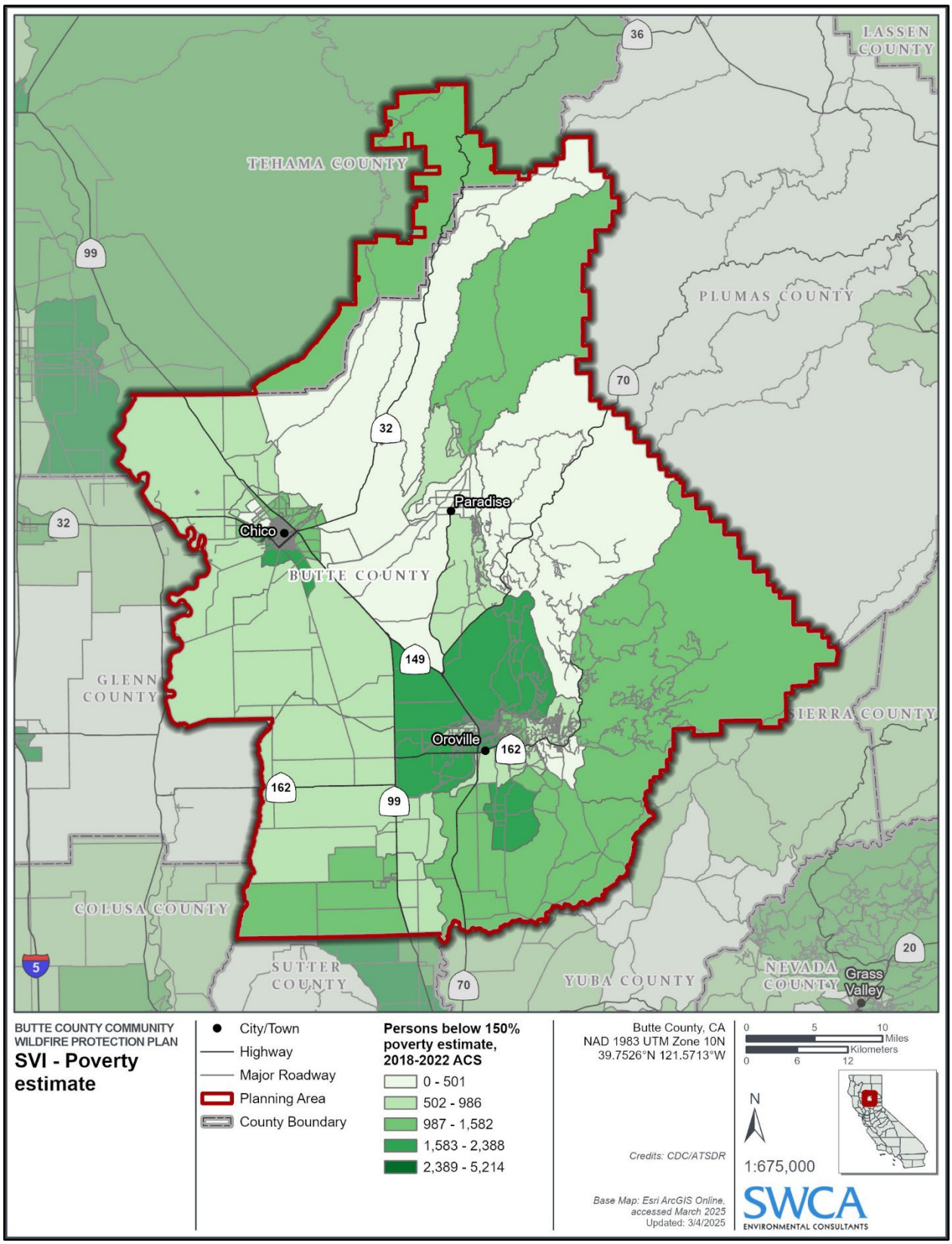


Figure B.29. Estimate of persons below 150% of the poverty line in the Butte County CWPP planning area.

Source: CDC (2022)

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APPENDIX C:

Field Assessments for Community Wildfire Protection Plan Community Polygons

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CWPP FIELD ASSESSMENTS

This appendix provides a summary of the data gathered in each community (Figures C.1–C.5) during on-the-ground assessments. The creation of these community polygons was based on the CWPP planning area cities and towns as well as the Battalion boundaries. The intent of these community polygons is to break the larger CWPP planning area into smaller regions to provide more focused information.

The community assessment summaries below capture average conditions within each community boundary; therefore, the provided ratings (e.g., moderate, extreme, etc.) may not universally apply to every parcel within the community. It's important to note that these ratings reflect the collective evaluation of the community as an entity and may be used to guide strategies for informed mitigation actions.

Community assessments were completed using adapted methodology described by the National Fire Protection Association (NFPA) Code 1144: *Standard for Reducing Structure Ignition Hazard for Wildland Fire* *(https://www.nfpa.org/codes-and-standards/nfpa-1144-standard-development/1144*).
The assessment rates categories numerically to determine a composite risk rating ranging from low to extreme. Assessed categories include means of access, topography, fuels, roof and construction materials, response resources, and utility locations. Assessors examine these conditions across the entire community and score the community based on the most common conditions. Individual properties may have components that rate above or below these generalized assessment scores. The score is calculated by trained SWCA staff using a field assessment form hosted on ArcGIS Survey123; the form is available at the end of this appendix. The NFPA 1144 field assessments were completed in October 2024 by trained SWCA staff with assistance from CAL FIRE.

Each line of the form is filled with a number evaluation with lower numbers indicating a lower risk factor for that category. To make these assessments more approachable and easier to comprehend, each risk level score was assigned a color to demonstrate risk ranging from low to high as described below:

- A **green score** corresponds with **low risk**.
- A **yellow score** corresponds to a **moderate risk**.
- An **orange score** corresponds to a **high risk**.
- A **red score** indicates **extreme risk**

Using this method, residents and preparedness planners can quickly identify each community's main risk factors and opportunities for resilience improvements.

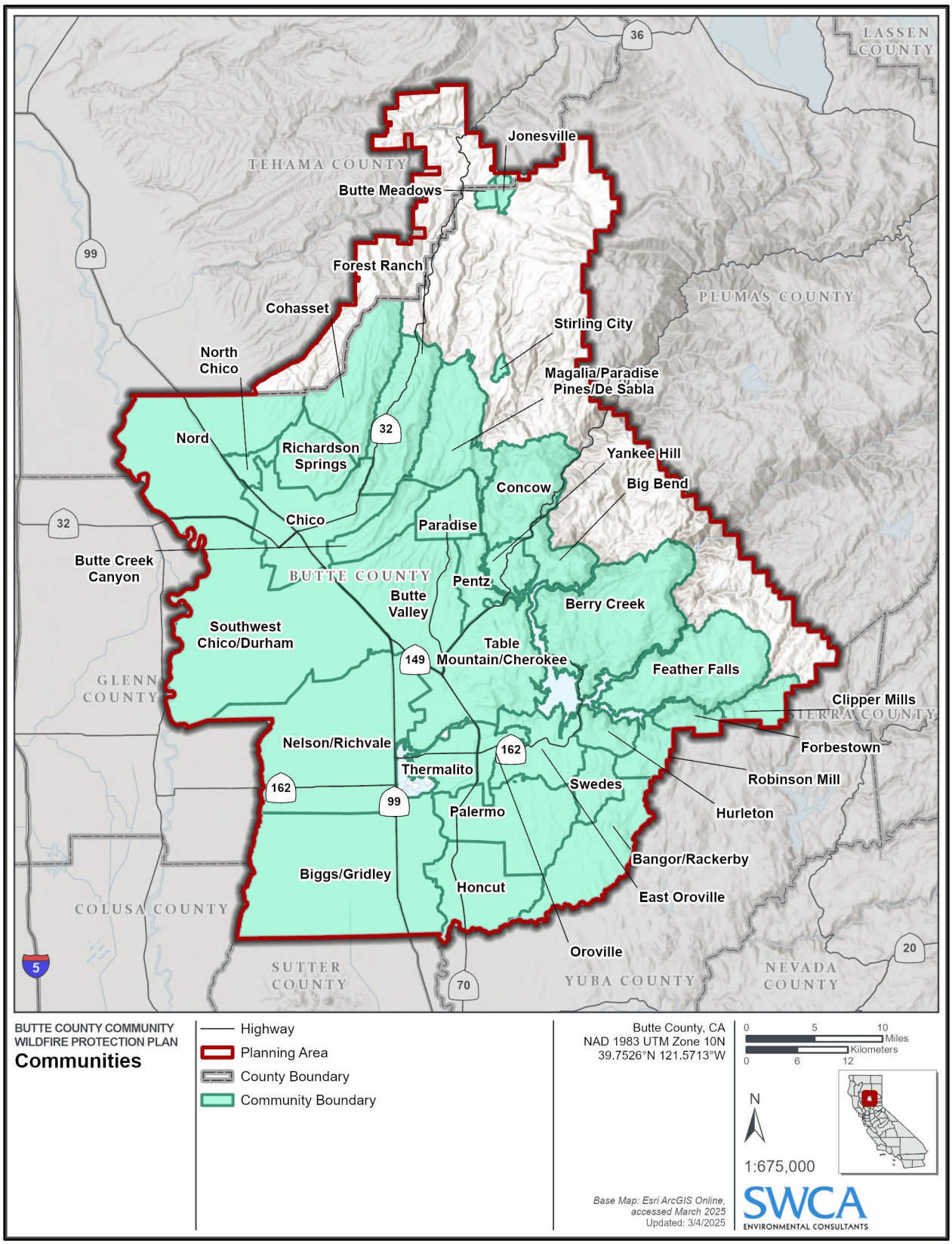


Figure C.1. Butte County CWPP community polygon delineations.

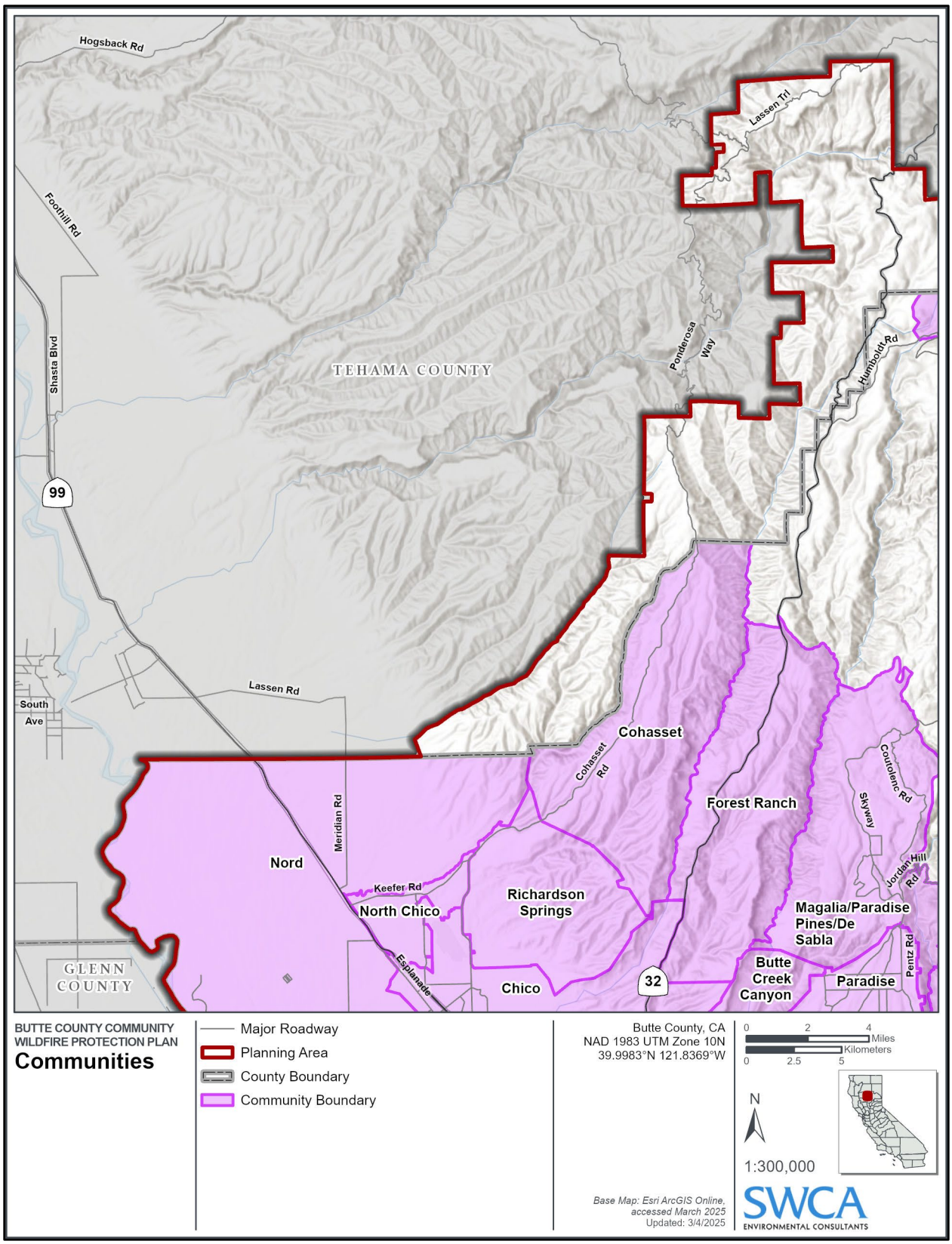


Figure C.2. Community boundaries in the northwestern portion of the planning area.

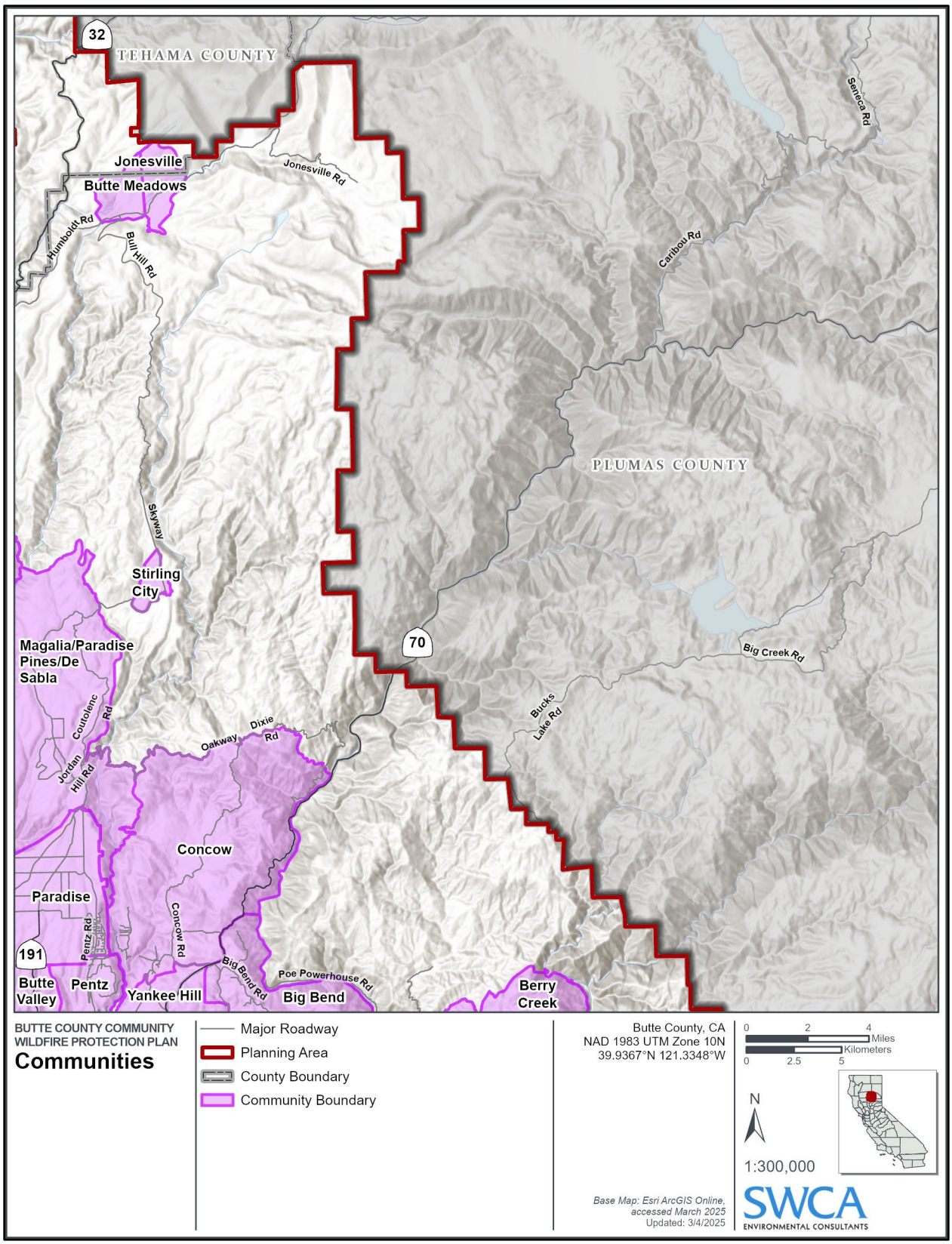


Figure C.3. Community boundaries in the northeastern portion of the planning area.

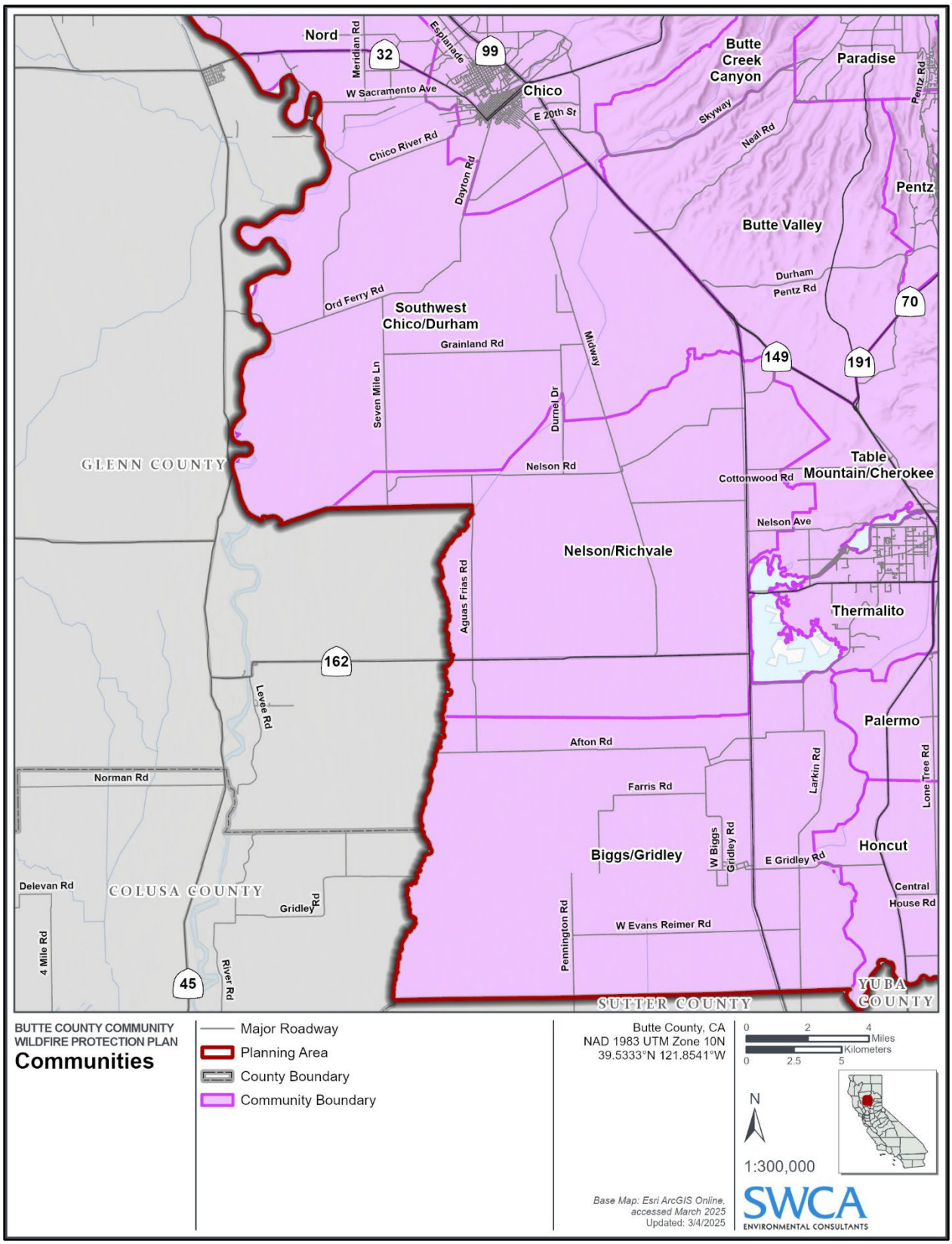


Figure C.4. Community boundaries in the southwestern portion of the planning area.

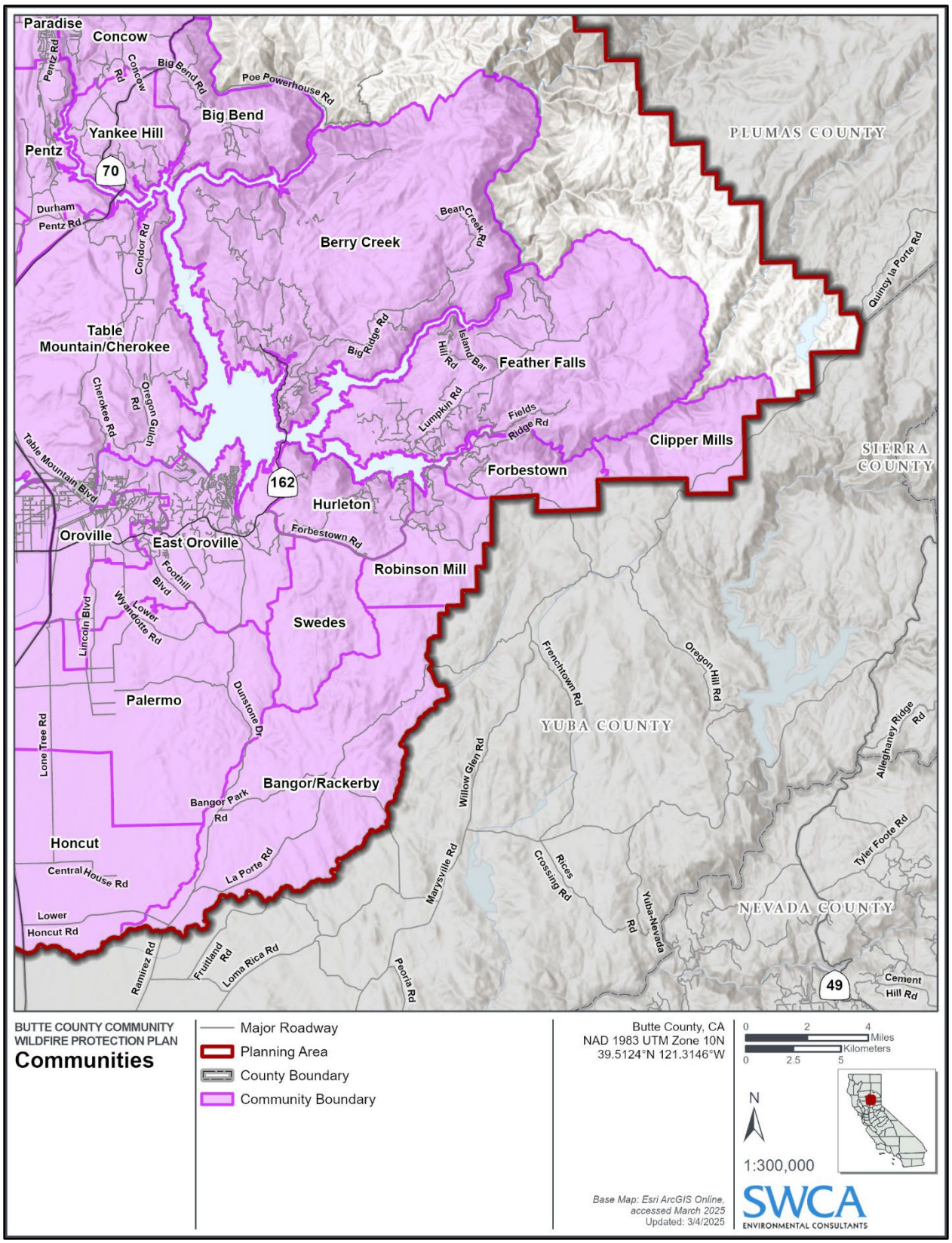


Figure C.5. Community boundaries in the southeastern portion of the planning area.

BATTALION 1

BIG BEND

Big Bend		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	1 road in and out	Extreme
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade >5%	Moderate
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Not present	Extreme
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	21% to 30%	High
Topographic Features Rating	5	Extreme
History of High Fire Occurrence Rating	5	Extreme
Severe Fire Weather Potential Rating	5	Extreme
Separation of Adjacent Structures Rating	2	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***122***	***Extreme***

CONCOW

Concow		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	1 road in and out	Extreme
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Non-surfaced road, grade >5%	High
Fire Truck Access	>300 feet with no turnaround	Extreme
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	21% to 30%	High
Topographic Features Rating	5	Extreme
History of High Fire Occurrence Rating	5	Extreme
Severe Fire Weather Potential Rating	5	Extreme
Separation of Adjacent Structures Rating	3	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***110***	***High***

MAGALIA/PARADISE PINES/DE SABLA

Magalia/Paradise Pines/De Sabla		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade >5%	High
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – non-reflective	Moderate
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	10% to 20%	Moderate
Topographic Features Rating	4	High
History of High Fire Occurrence Rating	5	Extreme
Severe Fire Weather Potential Rating	5	Extreme
Separation of Adjacent Structures Rating	3	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	Yes	Low
Water Source Type	Hydrant	Low
Water Source Score	1	Low
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***105***	***High***

PENTZ

Pentz		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade >5%	Moderate
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	>30 feet <70 feet around structure	High
Topography within 300 feet of Structures		
Slope	21 to 30%	High
Topographic Features Rating	4	High
History of High Fire Occurrence Rating	5	Extreme
Severe Fire Weather Potential Rating	5	Extreme
Separation of Adjacent Structures Rating	4	High
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	Yes	Low
Water Source Type	Hydrant	Low
Water Source Score	1	Low
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	One above, one below	Moderate
Community Hazard Rating	***90***	***High***

STIRLING CITY

Stirling City		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Non-surfaced road, grade >5%	High
Fire Truck Access	<300 feet with no turnaround	Moderate
Street Signs	Present – non-reflective	Moderate
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	10% to 20%	Moderate
Topographic Features Rating	5	Extreme
History of High Fire Occurrence Rating	5	Extreme
Severe Fire Weather Potential Rating	5	Extreme
Separation of Adjacent Structures Rating	3	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Moderate
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	>30 feet to slope	Low
Available Fire Protection		
Water Sources	Yes	Low
Water Source Type	Hydrant	Low
Water Source Score	1	Low
Organized Response	1	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***102***	***High***

YANKEE HILL

Yankee Hill		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out score	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Non-surfaced road, grade >5%	High
Fire Truck Access	>300 feet with no turnaround	Extreme
Street Signs	Present – non-reflective	Moderate
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	21% to 30%	High
Topographic Features Rating	5	Extreme
History of High Fire Occurrence Rating	4	High
Severe Fire Weather Potential Rating	5	Extreme
Separation of Adjacent Structures Rating	3	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	One above, one below	Moderate
Community Hazard Rating	***119***	***Extreme***

BATTALION 2

BUTTE MEADOWS

Butte Meadows		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out score	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade >5%	Moderate
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	10% to 20%	Moderate
Topographic Features	3	Moderate
History of High Fire Occurrence	5	Extreme
Severe Fire Weather Potential	5	Extreme
Separation of Adjacent Structures	3	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	>30 feet to slope	Low
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***102***	***High***

COHASSET

Cohasset		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	1 road in and out	Extreme
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Non-surfaced road, grade >5%	High
Fire Truck Access	>300 feet with no turnaround	Extreme
Street Signs	Present – non-reflective	Moderate
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 around structure	Extreme
Topography within 300 feet of Structures		
Slope	10% to 20%	Moderate
Topographic Features Rating	5	Extreme
History of High Fire Occurrence Rating	5	Extreme
Severe Fire Weather Potential Rating	3	Moderate
Separation of Adjacent Structures Rating	1	Low
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Moderate
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	>30 feet to slope	Low
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***118***	***Extreme***

FOREST RANCH

Forest Ranch		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out score	Low
Road Width	<20 feet	Extreme
Road Conditions	Non-surfaced road, grade >5%	High
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	>30 feet <70 feet around structure	High
Topography within 300 feet of Structures		
Slope	21% to 30%	High
Topographic Features	5	Extreme
History of High Fire Occurrence	4	High
Severe Fire Weather Potential	5	Extreme
Separation of Adjacent Structures	3	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***105***	***High***

JONESVILLE

Jonesville		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	1 road in and out	Extreme
Road Width	<20 feet	Extreme
Road Conditions	Surfaced road, grade >5%	Moderate
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	31% to 40%	High
Topographic Features	4	High
History of High Fire Occurrence	5	Extreme
Severe Fire Weather Potential	5	Extreme
Separation of Adjacent Structures	3	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***115***	***Extreme***

BATTALION 4

BUTTE CREEK CANYON

Butte Creek Canyon		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	1 road in and out	Extreme
Road Width	<20 feet	Extreme
Road Conditions	Surfaced road, grade >5%	Moderate
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – non-reflective	Moderate
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	>30 feet <70 feet around structure	High
Topography within 300 feet of Structures		
Slope	31% to 40%	High
Topographic Features	5	Extreme
History of High Fire Occurrence	5	Extreme
Severe Fire Weather Potential	5	Extreme
Separation of Adjacent Structures	2	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	Station <5 miles from community	Extreme
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***112***	***Extreme***

BUTTE VALLEY

Butte Valley		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade >5%	Moderate
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	10% to 20%	Moderate
Topographic Features Rating	4	High
History of High Fire Occurrence Rating	5	Extreme
Severe Fire Weather Potential Rating	5	Extreme
Separation of Adjacent Structures Rating	3	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	Yes	Low
Water Source Type	Hydrant	Low
Water Source Score	1	Low
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***89***	***High***

CHICO

Chico		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out score	Low
Road Width	>24 feet	Low
Road Conditions	Surfaced road, grade <5%	Low
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	<9%	Low
Topographic Features Rating	2	Moderate
History of High Fire Occurrence Rating	2	Moderate
Severe Fire Weather Potential Rating	3	Moderate
Separation of Adjacent Structures Rating	5	Extreme
Roofing Assembly		
Roofing	Class B - pressure treated composite shakes and shingles	Moderate
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	Yes	Low
Water Source Type	Hydrant	Low
Water Source Score	1	Low
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	One above, one below	Moderate
Community Hazard Rating	***93***	***High***

NORD

Nord		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out score	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Non-surfaced road, grade <5%	Moderate
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – non-reflective	Moderate
Vegetation (Fuel Model)		
Predominate Vegetation	Shrub (SH)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	<9%	Low
Topographic Features Rating	1	Low
History of High Fire Occurrence Rating	2	Moderate
Severe Fire Weather Potential Rating	2	Moderate
Separation of Adjacent Structures Rating	1	Low
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	>30 feet to slope	Low
Available Fire Protection		
Water Sources	Yes	Moderate
Water Source Type	Other: Irrigation	Moderate
Water Source Score	3	Moderate
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	One above, one below	Moderate
Community Hazard Rating	***82***	***High***

NORTH CHICO

North Chico		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	>24 feet	Moderate
Road Conditions	Surfaced road, grade >5%	High
Fire Truck Access	<300 feet with no turnaround	Extreme
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	<9%	Low
Topographic Features Rating	1	Low
History of High Fire Occurrence Rating	1	Low
Severe Fire Weather Potential Rating	2	Moderate
Separation of Adjacent Structures Rating	4	High
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	>30 feet to slope	Low
Available Fire Protection		
Water Sources	Yes	Low
Water Source Type	Hydrant	Low
Water Source Score	1	Low
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	One above, one below	Moderate
Community Hazard Rating	***84***	***High***

RICHARDSON SPRINGS

Richardson Springs		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	1 road in and out	Extreme
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Non-surfaced road, grade <5%	Moderate
Fire Truck Access	>300 feet with no turnaround	Extreme
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	<9%	Low
Topographic Features Rating	3	Moderate
History of High Fire Occurrence Rating	5	Extreme
Severe Fire Weather Potential Rating	3	Moderate
Separation of Adjacent Structures Rating	2	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	>30 feet to slope	Low
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	Station >5 miles from community	Extreme
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***111***	***High***

SOUTHWEST CHICO/DURHAM

Southwest Chico/Durham		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out score	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade <5%	Low
Fire Truck Access	<300 feet with no turnaround	Moderate
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Grass (GR)	Low
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	<9%	Low
Topographic Features Rating	1	Low
History of High Fire Occurrence Rating	2	Low
Severe Fire Weather Potential Rating	3	Moderate
Separation of Adjacent Structures Rating	2	Low
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	>30 feet to slope	Low
Available Fire Protection		
Water Sources	Yes	Moderate
Water Source Type	Water tank	Moderate
Water Source Score	3	Moderate
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	One above, one below	Moderate
Community Hazard Rating	***52***	***Moderate***

BATTALION 5

BANGOR/RACKERBY

Bangor/Rackerby		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	<20 feet	Moderate
Road Conditions	Surfaced road, grade >5%	Moderate
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – non-reflective	Moderate
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	10% to 20%	Moderate
Topographic Features Rating	4	High
History of High Fire Occurrence Rating	5	Extreme
Severe Fire Weather Potential Rating	5	Extreme
Separation of Adjacent Structures Rating	3	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	>30 feet to slope	Low
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	Station >5 miles from community	Extreme
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***114***	***Extreme***

BERRY CREEK

Berry Creek		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade >5%	Moderate
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – non-reflective	Moderate
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU) Score	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	31% to 40%	High
Topographic Features	5	Extreme
History of High Fire Occurrence	5	Extreme
Severe Fire Weather Potential	5	Extreme
Separation of Adjacent Structures	3	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***114***	***Extreme***

CLIPPER MILLS

Clipper Mills		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out score	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade >5%	Moderate
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	10% to 20%	Moderate
Topographic Features	4	High
History of High Fire Occurrence	5	Extreme
Severe Fire Weather Potential	5	Extreme
Separation of Adjacent Structures	4	High
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	No deck or fence/noncombustible	Low
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	Yes	Low
Water Source Type	Hydrant	Low
Water Source Score	1	Low
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***95***	***High***

FEATHER FALLS

Feather Falls		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	1 road in and out	Extreme
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Non-surfaced road, grade <5%	Moderate
Fire Truck Access	>300 feet with no turnaround	Extreme
Street Signs	Present – non-reflective	Moderate
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	10% to 20%	Moderate
Topographic Features Rating	5	Extreme
History of High Fire Occurrence Rating	5	Extreme
Severe Fire Weather Potential Rating	5	Extreme
Separation of Adjacent Structures Rating	3	Moderate
Roofing Assembly		
Roofing	Class B - pressure treated composite shakes and shingles	Moderate
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	Yes	Moderate
Water Source Type	Water tank	Moderate
Water Source Score	3	Moderate
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***119***	***Extreme***

FORBESTOWN

Forbestown		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	<20 feet	Moderate
Road Conditions	Surfaced road, grade >5%	Moderate
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	21% to 30%	High
Topographic Features Rating	5	Extreme
History of High Fire Occurrence Rating	5	Extreme
Severe Fire Weather Potential Rating	5	Extreme
Separation of Adjacent Structures Rating	4	High
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	No deck or fence/non-combustible	Low
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	Yes	Low
Water Source Type	Hydrant	Low
Water Source Score	1	Low
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***105***	***High***

HURLETON

Hurleton		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	1 road in and out	Extreme
Road Width	<20 feet	Extreme
Road Conditions	Surfaced road, grade >5%	Moderate
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	31% to 40%	High
Topographic Features Rating	5	Extreme
History of High Fire Occurrence Rating	5	Extreme
Severe Fire Weather Potential Rating	5	Extreme
Separation of Adjacent Structures Rating	3	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***123***	***Extreme***

ROBINSON MILL

Robinson Mill		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Non-surfaced road, grade >5%	High
Fire Truck Access	>300 feet with no turnaround	Extreme
Street Signs	Present – non-reflective	Moderate
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	21% to 30%	Moderate
Topographic Features Rating	4	High
History of High Fire Occurrence Rating	3	Moderate
Severe Fire Weather Potential Rating	5	Extreme
Separation of Adjacent Structures Rating	2	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***117***	***Extreme***

SWEDES

Swedes		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade >5%	Moderate
Fire Truck Access	<300 feet with turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	21% to 30%	High
Topographic Features	4	Extreme
History of High Fire Occurrence	5	Extreme
Severe Fire Weather Potential	5	Extreme
Separation of Adjacent Structures	2	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***114***	***Extreme***

BATTALION 6

EAST OROVILLE

East Oroville		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade <5%	Low
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	21% to 30%	High
Topographic Features Rating	4	High
History of High Fire Occurrence Rating	4	High
Severe Fire Weather Potential Rating	5	Extreme
Separation of Adjacent Structures Rating	4	High
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	Yes	Low
Water Source Type	Hydrant	Low
Water Source Score	1	Low
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	One above, one below	Moderate
Community Hazard Rating	***101***	***High***

PALERMO

Palermo		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade <5%	Low
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	10% to 20%	Moderate
Topographic Features Rating	3	Moderate
History of High Fire Occurrence Rating	5	Extreme
Severe Fire Weather Potential Rating	5	Extreme
Separation of Adjacent Structures Rating	4	High
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	>30 feet to slope	Low
Available Fire Protection		
Water Sources	Yes	Low
Water Source Type	Hydrant	Low
Water Source Score	1	Low
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***97***	***High***

TABLE MOUNTAIN/CHEROKEE

Table Mountain Cherokee		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	1 road in and out	Extreme
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade >5%	Moderate
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – non-reflective	Moderate
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	31% to 40%	High
Topographic Features Rating	5	Extreme
History of High Fire Occurrence Rating	5	Extreme
Severe Fire Weather Potential Rating	5	Extreme
Separation of Adjacent Structures Rating	3	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	Both aboveground	Extreme
Community Hazard Rating	***128***	***Extreme***

THERMALITO

Thermalito		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade >5%	Moderate
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Shrub (SH)	High
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	<9%	Low
Topographic Features Rating	1	Low
History of High Fire Occurrence Rating	2	Moderate
Severe Fire Weather Potential Rating	2	Moderate
Separation of Adjacent Structures Rating	1	Low
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	>30 feet to slope	Low
Available Fire Protection		
Water Sources	Yes	Low
Water Source Type	Hydrant	Low
Water Source Score	1	Low
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	One above, one below	Moderate
Community Hazard Rating	***77***	***High***

BATTALION 7

BIGGS/GRIDLEY

Biggs/Gridley		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	>24 feet	Low
Road Conditions	Surfaced road, grade <5%	Low
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Grass (GR)	Moderate
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	<9%	Low
Topographic Features Rating	1	Low
History of High Fire Occurrence Rating	2	Moderate
Severe Fire Weather Potential Rating	2	Moderate
Separation of Adjacent Structures Rating	4	High
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	>30 feet to slope	Low
Available Fire Protection		
Water Sources	Yes	Low
Water Source Type	Hydrant	Low
Water Source Score	1	Low
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	One above, one below	Moderate
Community Hazard Rating	***67***	***Moderate***

HONCUT

Honcut		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade <5%	Low
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Grass-Shrub (GS)	Moderate
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	<9%	Low
Topographic Features Rating	1	Low
History of High Fire Occurrence Rating	2	Moderate
Severe Fire Weather Potential Rating	2	Moderate
Separation of Adjacent Structures Rating	1	Low
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	>30 feet to slope	Low
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	1	Low
Placement of Gas and Electric Utilities		
Utilities Placement	One above, one below	Moderate
Community Hazard Rating	***77***	***High***

NELSON/RICHVALE

Nelson/Richvale		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade <5%	Low
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Grass (GR)	Moderate
Defensible Space	<30 feet around structure	Extreme
Topography within 300 feet of Structures		
Slope	<9%	Low
Topographic Features Rating	1	Low
History of High Fire Occurrence Rating	1	Low
Severe Fire Weather Potential Rating	2	Moderate
Separation of Adjacent Structures Rating	3	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	>30 feet to slope	Low
Available Fire Protection		
Water Sources	No	Extreme
Water Source Type	N/A	Extreme
Water Source Score	10	Extreme
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	One above, one below	Moderate
Community Hazard Rating	***76***	***High***

BATTALION 8

PARADISE

Paradise		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade >5%	Moderate
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Timber-Understory (TU)	High
Defensible Space	>30 feet <70 feet around structure	High
Topography within 300 feet of Structures		
Slope	10% to 20%	Moderate
Topographic Features Rating	4	High
History of High Fire Occurrence Rating	5	Extreme
Severe Fire Weather Potential Rating	5	Extreme
Separation of Adjacent Structures Rating	3	Moderate
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	Yes	
Water Source Type	Hydrant	Low
Water Source Score	1	
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	One above, one below	Moderate
Community Hazard Rating	***86***	***High***

BATTALION 9

OROVILLE

Oroville		
Risk Variable	**Assessed Condition**	**Risk Rating**
Means of Access		
Entrance/Exit	2 or more roads in and out	Low
Road Width	>20 feet <24 feet	Moderate
Road Conditions	Surfaced road, grade >5%	Moderate
Fire Truck Access	<300 feet with no turnaround	High
Street Signs	Present – reflective	Low
Vegetation (Fuel Model)		
Predominate Vegetation	Grass-Shrub (GS)	Moderate
Defensible Space	>30 ft <70 ft around structure	High
Topography within 300 feet of Structures		
Slope	21% to 30%	High
Topographic Features Rating	3	Moderate
History of High Fire Occurrence Rating	2	Moderate
Severe Fire Weather Potential Rating	3	Moderate
Separation of Adjacent Structures Rating	4	High
Roofing Assembly		
Roofing	Class A - metal roof, clay/concrete tiles, slate, asphalt shingles	Low
Building Construction		
Siding Materials	Combustible (wood or vinyl)	Extreme
Deck and Fencing	Combustible deck and fence	Extreme
Building Setback	<30 feet to slope	Extreme
Available Fire Protection		
Water Sources	Yes	Low
Water Source Type	Hydrant	Low
Water Source Score	1	Low
Organized Response	Station <5 miles from community	Low
Placement of Gas and Electric Utilities		
Utilities Placement	One above, one below	Moderate
Community Hazard Rating	***71***	***High***

1144 NATIONAL FIRE PROTECTION ASSOCIATION ASSESSMENT FORM

Table C.1. National Fire Protection Association Assessment Form

SWCA – 1144 Assessment		
Community		**Notes:**
Surveyor		
Survey Date/Time		
Means of Access		
Ingress and Egress		
2 or more roads in and out score | **0**		
1 road in and out | **7**		
Road Width		
>24 ft | **0**		
>20 ft <24 ft | **2**		
<20 ft | **4**		
Road Conditions		
Surfaced road, grade <5% | **0**		
Surfaced road, grade >5% | **2**		
Non-surfaced road, grade <5% | **2**		
Non-surfaced road, grade >5% | **5**		
Other than all season | **7**		
Fire Access		
<300 ft with turnaround | **0**		
>300 ft with turnaround | **2**		
<300 ft with no turnaround | **4**		
>300 ft with no turnaround | **5**		
Street Signs		
Present – reflective | **0**		
Present – non-reflective | **2**		
Not present | **5**		
Notes:		

Vegetation (Fuel Models)	
Predominant Vegetation	
Primary Predominant Vegetation	
Non-Burnable (NB) Score | **2**	
Grass (GR) Score | **5**	
Grass-Shrub (GS) Score | **10**	
Shrub (SH) Score | **15**	
Timber-Understory (TU) Score | **20**	
Timber-Litter (TL) Score | **25**	
Slash-Blow (TU) Score | **30**	
Notes:	
Defensible Space	
>100 ft around structure | **1**	
>70 ft <100 ft around structure | **3**	
>30 ft <70 ft around structure | **10**	
<30 ft around structure | **25**	
Topography Within 300 ft of Structures	
Slope	
<9% | **1**	
10% to 20% | **4**	
21% to 30% | **7**	
31% to 40% | **8**	
>41% | **10**	
Additional Rating Factors (rate all that apply)	
Topographic features | **1-5**	
History of high fire occurrence | **1-5**	
Severe fire weather potential | **1-5**	
Separation of adjacent structures | **1-5**	
Notes:	
Roofing Assembly	
Roofing	
Class A - metal roof, clay/concrete tiles, slate, asphalt shingles | **0**	
Class B - pressure treated composite shakes and shingles | **3**	
Class C - untreated wood shingle, plywood, particle board | **15**	
Unrated - Extremely poor roofing conditions | **25**	
Notes:	

Building Construction				
Siding Materials (predominant)				
Non-combustible (brick/concrete) | **5**				
Fire Resistive (stucco/adobe) | **10**				
Combustible (wood or vinyl) | **12**				
Deck and fencing (predominant)				
No deck or fence/noncombustible | **0**				
Combustible deck and fence | **5**				
Building Set-Back				
>30 ft to slope | **1**				
<30 ft to slope | **5**				
Notes:				
Available Fire Protection				
Water Sources				
Water Source? | yes/no				
Water Source Type | hydrant, water tank, other				
Other Water Source				
Water Source Score | Hydrant = **1** Water Tank = **3 No Source = 10**				
Organized Response				
Station <5 mi from community | **1**				
Station >5 mi from community | **3**				
Notes:				
Placement of Gas and Electric Utilities				
Both underground | **0**				
One above, one below | **3**				
Both aboveground | **5**				
Highly Valued Resources and Assets Observations				
Forest Health Observations				
Land Use Observations				
Misc Observations				
Total				
Hazard Rating Scale	**<40 Low**	**40 – 69 Moderate**	**70 – 111 High**	**>112 Extreme**

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APPENDIX D:

Project Outreach

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STAKEHOLDER OUTREACH

To convene an inclusive Core Team, SWCA, Butte County, Butte County Fire Safe Council, and CAL FIRE Butte Unit conducted extensive stakeholder outreach. This effort included engaging with the Butte County Collaborative Group (BCCG), a collection of organizations and community members focused on strengthening strategic partnerships for forest health, ecological restoration, and wildfire safety. The collaboration involved emails, calls, video conferencing, and in-person meetings with personnel from local government, local tribes, private entities, fire organizations, and federal and state land managers.

While the general concept of the 2025 CWPP rewrite process had been discussed in brief at previous BCCG quarterly meetings, the first formal presentation of the CWPP rewrite planning process was presented to the BCCG membership at the January 8, 2024, quarterly meeting. A special CWPP planning meeting was held on March 5, 2024, that focused on preparing proposed fuel reduction project data for the May 2024 annual CWPP/Fire Plan review as well as kicking off the process of completely rebuilding the fuel reduction project list for the 2025 CWPP rewrite.

The 2025 CWPP rewrite components, status updates, and planning procedures were presented at the subsequent BCCG quarterly meetings on April 8, 2024, July 15, 2024 (formal presentation introducing SWCA to the BCCG membership), October 7, 2024 (in-person presentation to the BCCG by SWCA), and an additional status update on January 27, 2025, just ahead of the opening of the public review period. In addition to attendance by the BCCG membership, each BCCG quarterly meeting is open to the public.

The 2025 CWPP rewrite was also discussed at the biweekly (every 2 weeks) Butte County Resource Conservation District's (RCD's) Countywide Mapping Meetings beginning in July 2024, with a focus on gathering and organizing the geospatial data connected to each of the fuel reduction projects that are listed in Appendix I.

In addition, the status of the CWPP rewrite project, as well as an invitation to participate in the public review period, was presented to the Paradise Chamber of Commerce on January 28, 2025, and the public review draft was presented to the Chico Chamber of Commerce's Advocacy Committee on February 18, 2025.

Stakeholders and the public were invited to review the CWPP from February 7, 2025, to February 21, 2025.

COMMUNITY OUTREACH

This section details the community engagement process and activities that SWCA Environmental Consultants, Butte County, Butte County Fire Safe Council, CAL FIRE Butte Unit, and other project partners implemented as part of the planning process.

Butte County community members were invited to participate in various public meetings for the 2025 Butte CWPP update process. Two community workshops were held in the fall of 2024: October 8, 2024, in Chico and October 9, 2024, in Oroville, from 5:30 p.m. to 7:30 p.m. These meetings provided an important opportunity for residents, local decision-makers, fire management experts, and other stakeholders to discuss strategies for reducing wildfire risks across the county. Designed as collaborative environments, the workshops allowed participants to ask questions, share insights, and offer feedback to help shape the CWPP update. Each workshop began with a brief presentation on the CWPP process, followed by open discussions and opportunities for public input in an open house format.

Feedback, comments, and suggestions received from these community members during community events as well as from the community survey (hosted on the CWPP hub site) and CWPP public review period were synthesized and used to craft the project recommendations in Chapter 6.

The public review period was hosted from February 7 to February 21, 2025. During this time, two additional public meetings were held at the Oroville and Chico Libraries on February 11 and 12, 2025 respectively, providing residents an opportunity to ask questions and share feedback with Core Team members.

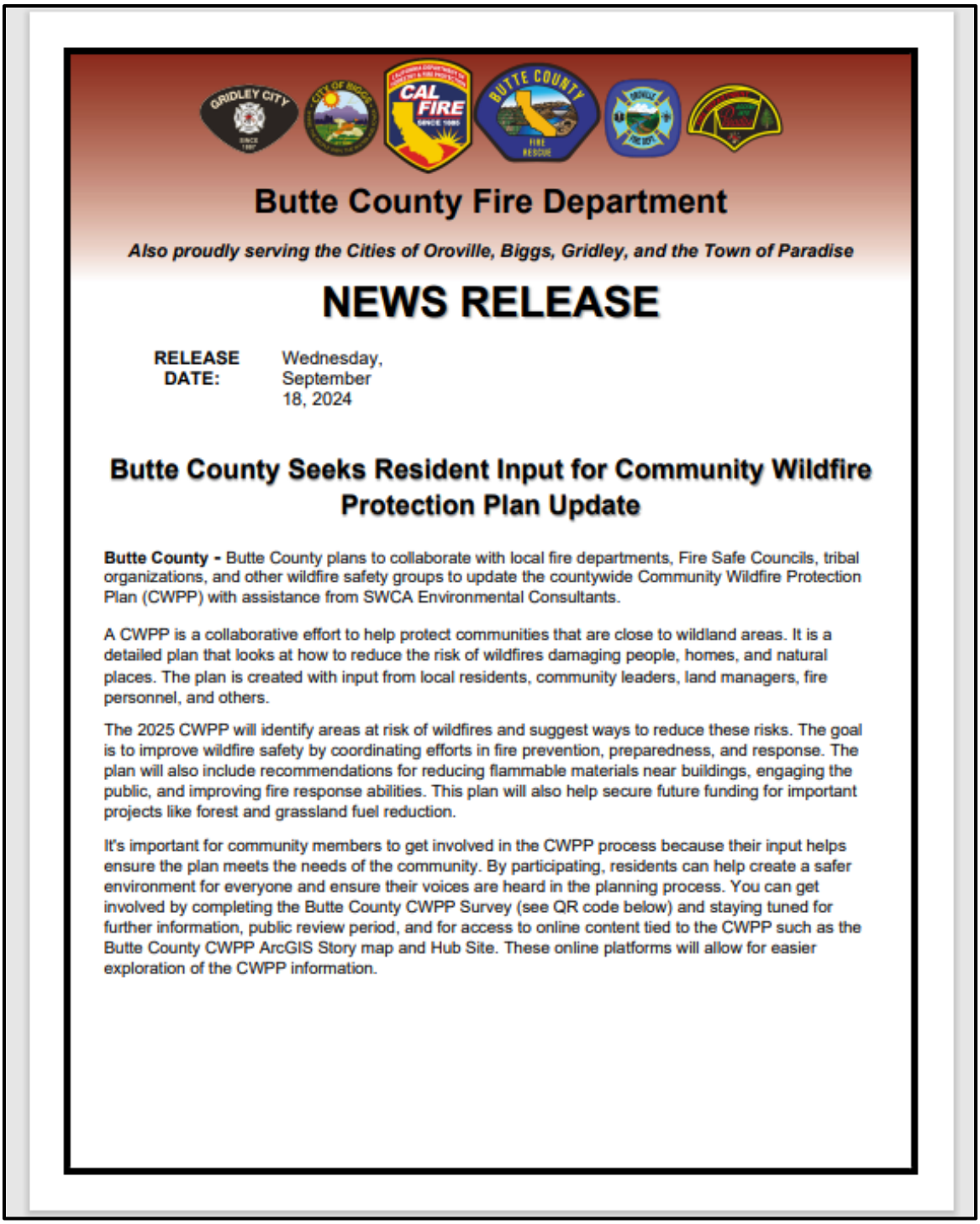
Table D.1 lists examples of public outreach events, materials, and releases that were used to provide information to the public and solicit community input.

Table D.1. Public Outreach Resources

Resource Description	Location/Description	Figure Number	Date
Butte County CWPP press release for residential input	Butte County News & Media	D.1 and D.2	9/18/2024
Facebook post promoting the Butte County public survey	CAL FIRE/Butte County Facebook page	D.3	9/18/2024
News release promoting public input for the Butte County CWPP	North State Public Radio Media	D.4	9/19/2024
Butte County press release promoting CWPP stakeholder workshop	Butte County News & Media	D.5 and D.6	10/02/2024
News article for CWPP stakeholder workshop	*Gridley Herald* Media and Butte County Fire Department news release	D.7	10/03/2024
News article promoting Butte County CWPP public survey	Action News Now Media	D.8	10/10/2024
Press Release from CAL FIRE/Butte County Fire Department	Butte County News & Media	D.9 and D.10	2/6/2025
Facebook post from Butte County Fire Safe Council promoting the public review period	Butte County Fire Safe Council Facebook	D.11	2/7/2025



Public meeting at the Chico Library on February 12, 2025.



Butte County Fire Department

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NEWS RELEASE

RELEASE DATE: Wednesday, September 18, 2024

Butte County Seeks Resident Input for Community Wildfire Protection Plan Update

Butte County - Butte County plans to collaborate with local fire departments, Fire Safe Councils, tribal organizations, and other wildfire safety groups to update the countywide Community Wildfire Protection Plan (CWPP) with assistance from SWCA Environmental Consultants.

A CWPP is a collaborative effort to help protect communities that are close to wildland areas. It is a detailed plan that looks at how to reduce the risk of wildfires damaging people, homes, and natural places. The plan is created with input from local residents, community leaders, land managers, fire personnel, and others.

The 2025 CWPP will identify areas at risk of wildfires and suggest ways to reduce these risks. The goal is to improve wildfire safety by coordinating efforts in fire prevention, preparedness, and response. The plan will also include recommendations for reducing flammable materials near buildings, engaging the public, and improving fire response abilities. This plan will also help secure future funding for important projects like forest and grassland fuel reduction.

It's important for community members to get involved in the CWPP process because their input helps ensure the plan meets the needs of the community. By participating, residents can help create a safer environment for everyone and ensure their voices are heard in the planning process. You can get involved by completing the Butte County CWPP Survey (see QR code below) and staying tuned for further information, public review period, and for access to online content tied to the CWPP such as the Butte County CWPP ArcGIS Story map and Hub Site. These online platforms will allow for easier exploration of the CWPP information.

Figure D.1. News release issued by the Butte County Fire Department, inviting residents to provide input for the 2025 CWPP update.

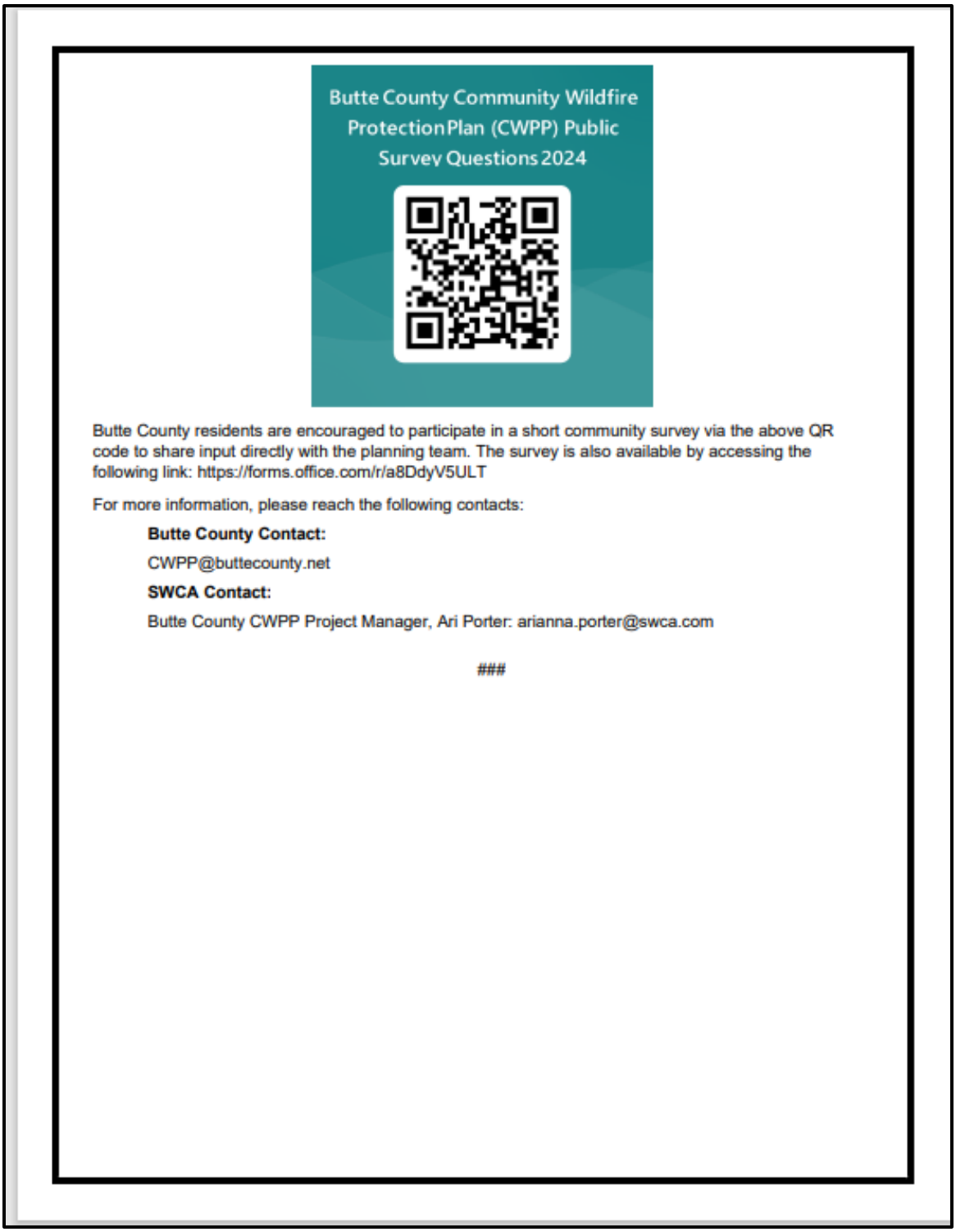


Figure D.2. Contact and survey information page from the Butte County Fire Department news release that includes a QR code link to encourage resident participation in the planning process.

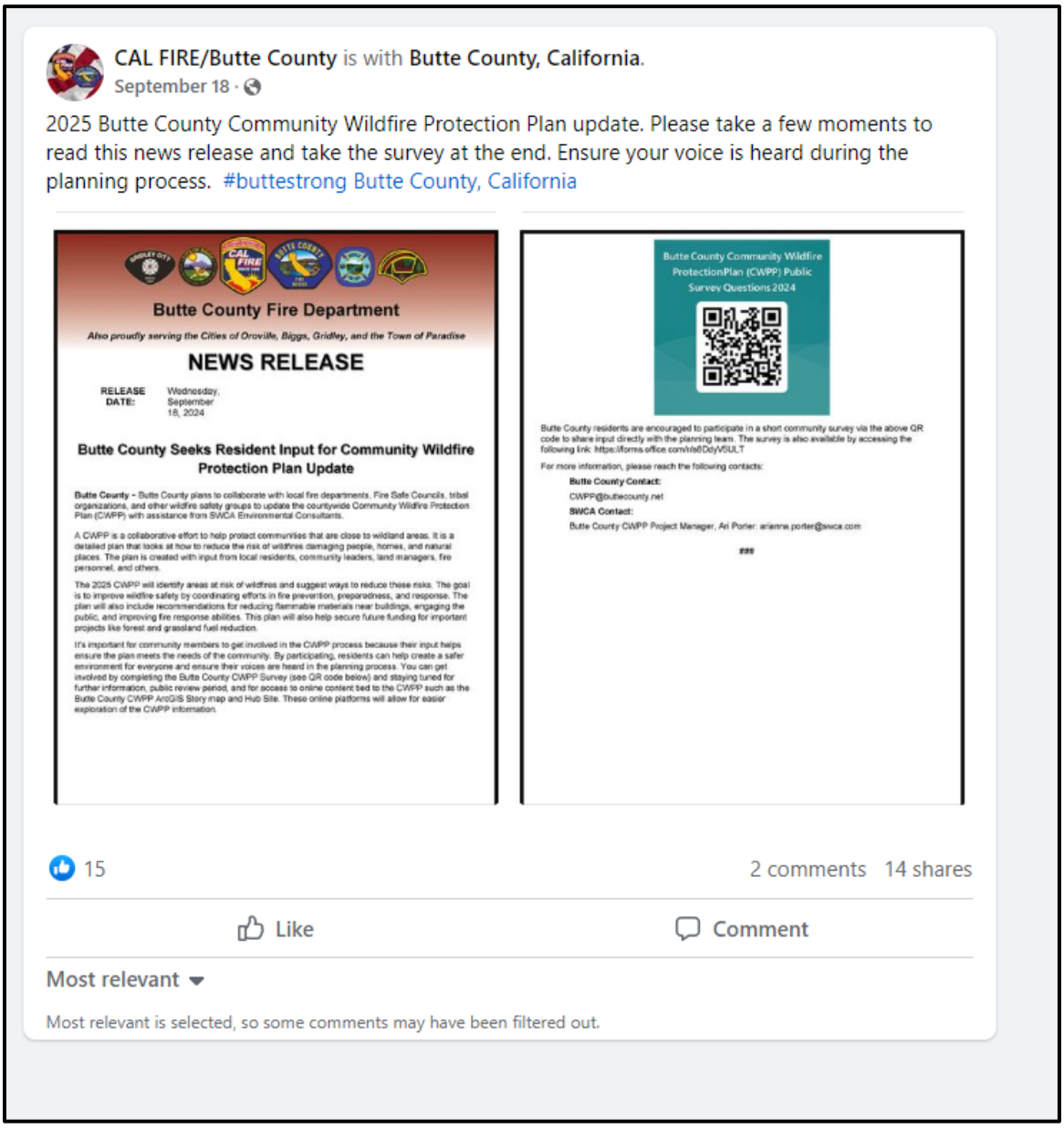


Figure D.3. CAL FIRE/Butte County Facebook post promoting the Butte County CWPP public survey. The social media post encourages residents to share feedback via the survey link, ensuring community input in the CWPP update.

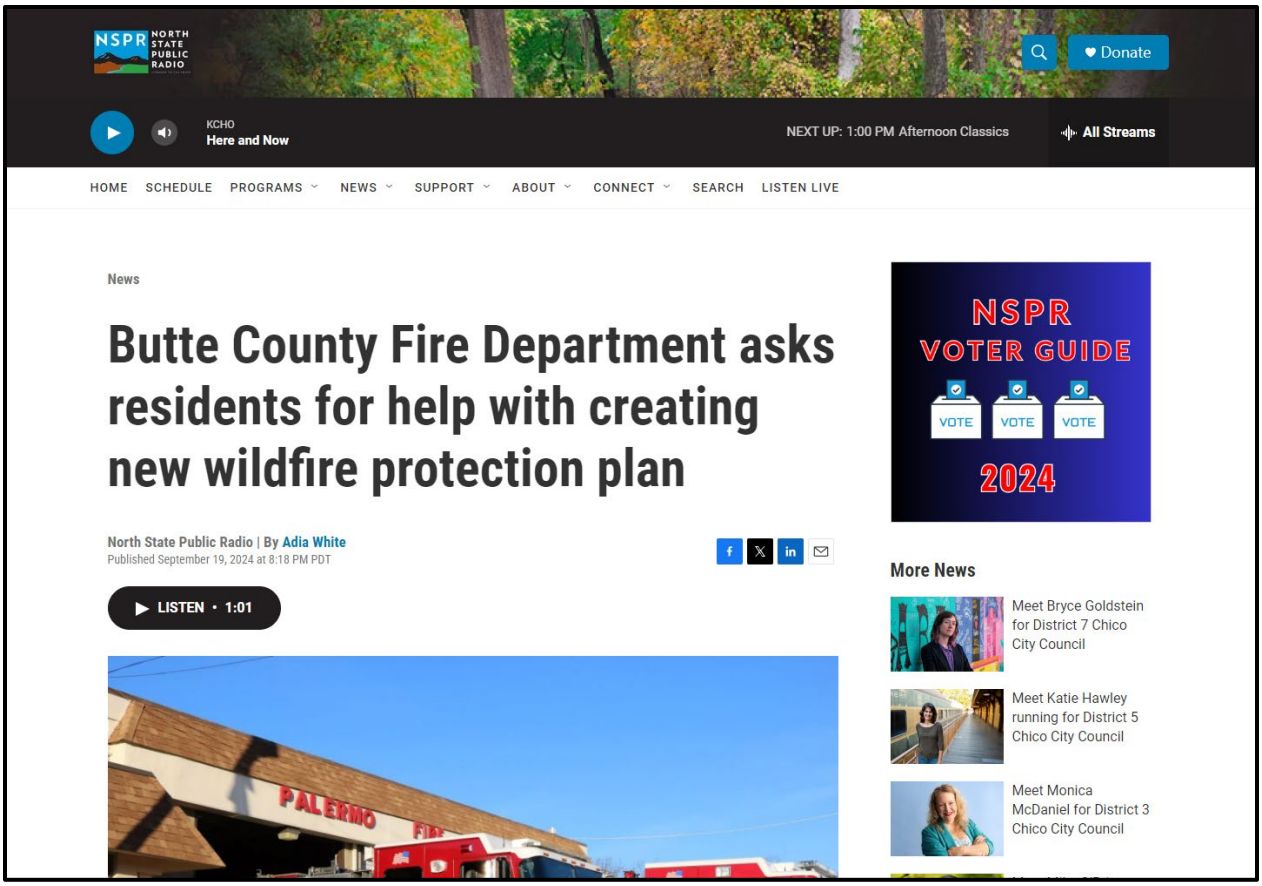
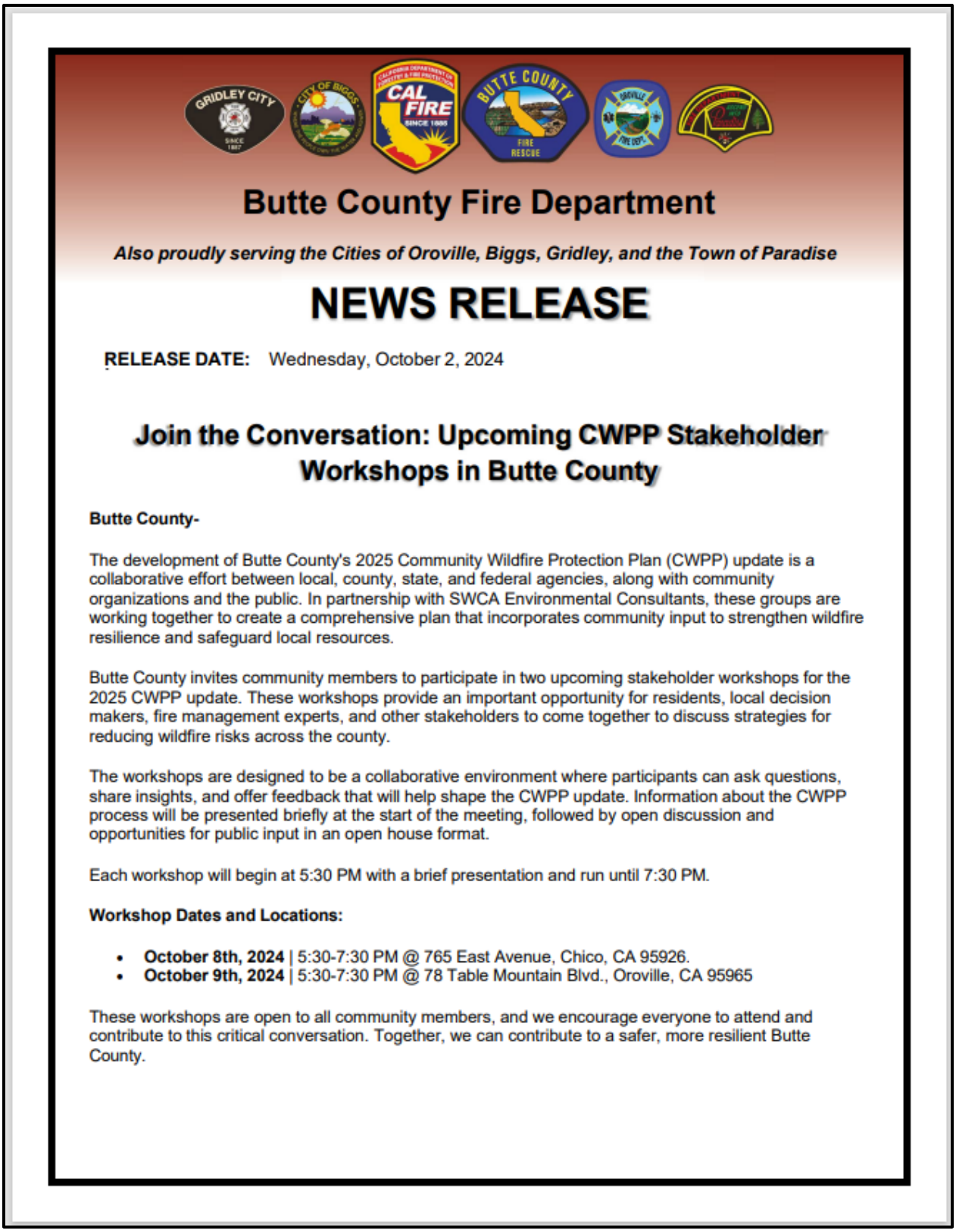


Figure D.4. Radio segment announcement by North State Public Radio calling for community engagement in the Butte County CWPP.



Butte County Fire Department

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NEWS RELEASE

RELEASE DATE: Wednesday, October 2, 2024

Join the Conversation: Upcoming CWPP Stakeholder Workshops in Butte County

Butte County-

The development of Butte County's 2025 Community Wildfire Protection Plan (CWPP) update is a collaborative effort between local, county, state, and federal agencies, along with community organizations and the public. In partnership with SWCA Environmental Consultants, these groups are working together to create a comprehensive plan that incorporates community input to strengthen wildfire resilience and safeguard local resources.

Butte County invites community members to participate in two upcoming stakeholder workshops for the 2025 CWPP update. These workshops provide an important opportunity for residents, local decision makers, fire management experts, and other stakeholders to come together to discuss strategies for reducing wildfire risks across the county.

The workshops are designed to be a collaborative environment where participants can ask questions, share insights, and offer feedback that will help shape the CWPP update. Information about the CWPP process will be presented briefly at the start of the meeting, followed by open discussion and opportunities for public input in an open house format.

Each workshop will begin at 5:30 PM with a brief presentation and run until 7:30 PM.

Workshop Dates and Locations:

- **October 8th, 2024** | 5:30-7:30 PM @ 765 East Avenue, Chico, CA 95926.
- **October 9th, 2024** | 5:30-7:30 PM @ 78 Table Mountain Blvd., Oroville, CA 95965

These workshops are open to all community members, and we encourage everyone to attend and contribute to this critical conversation. Together, we can contribute to a safer, more resilient Butte County.

Figure D.5. Butte County Fire Department press release announcing upcoming CWPP stakeholder workshops for public feedback.

To learn more about the 2025 Butte County CWPP update and get involved in the planning process, please visit the following web address, or use the QR code below: https://butte-county-cwpp-bcrcd.hub.arcgis.com

For questions and to seek more information, please reach the following contacts:

Butte County Contact:

CWPP@buttecounty.net

SWCA Contact:

Butte County CWPP Project Manager, Ari Porter: arianna.porter@swca.com

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Figure D.6. QR code page from the Butte County CWPP workshop announcement, providing a link to further information and contact details for residents interested in contributing to the CWPP update.



Figure D.7. *Gridley Herald* article summarizing the upcoming CWPP stakeholder workshops in Butte County.

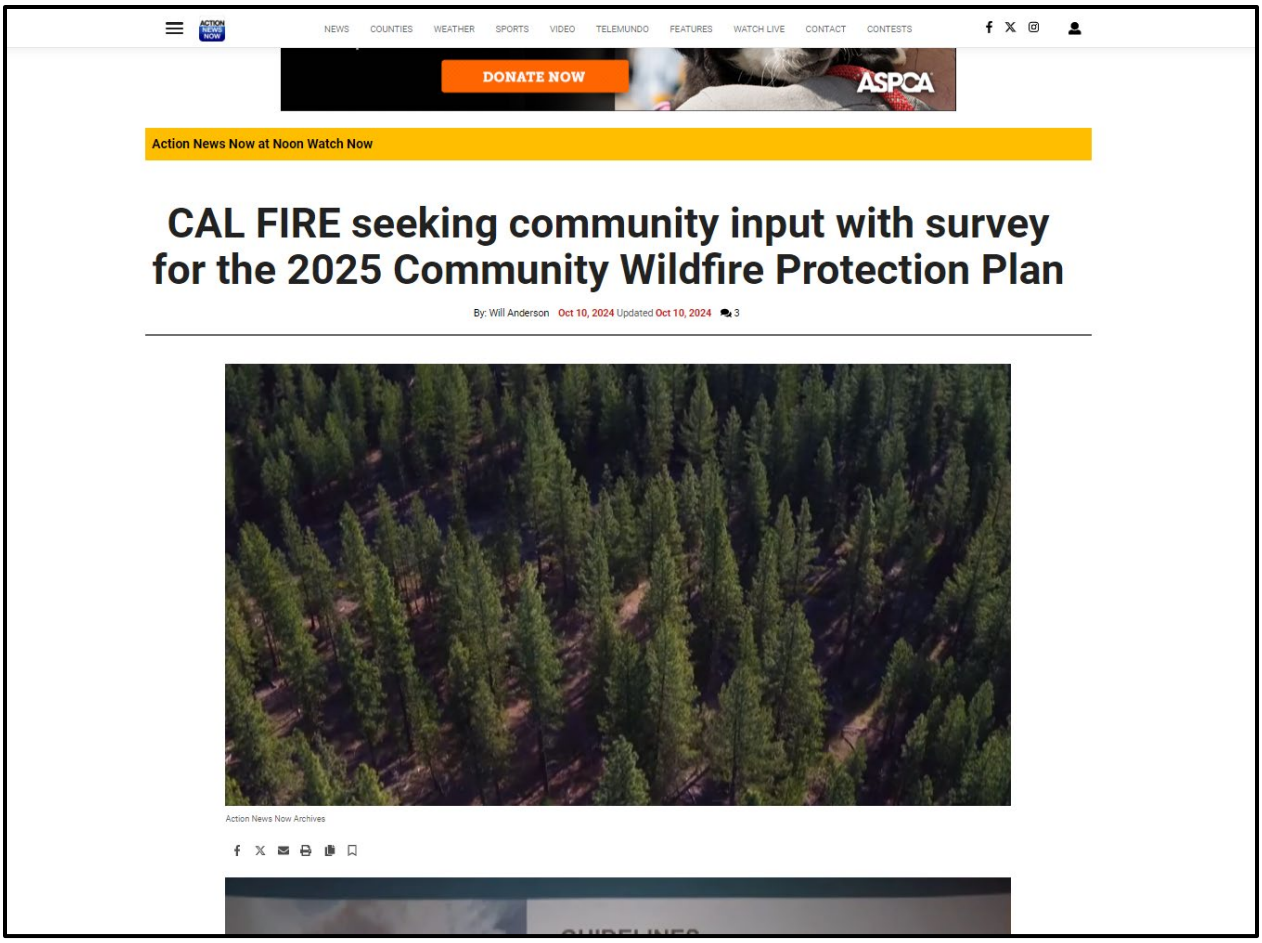
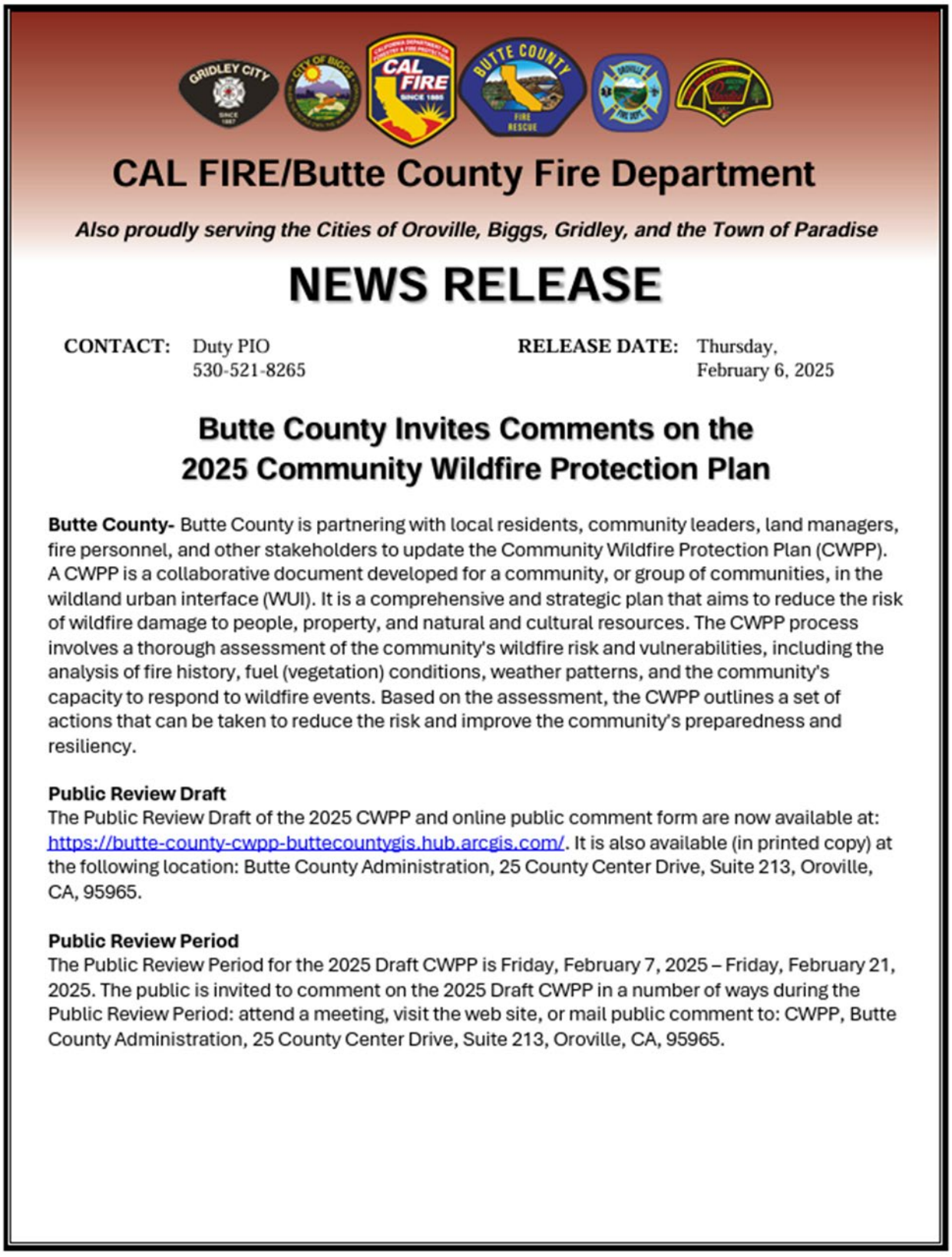


Figure D.8. Action News Now article encouraging community feedback through the Butte County CWPP public survey.



CAL FIRE/Butte County Fire Department

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NEWS RELEASE

CONTACT: Duty PIO
530-521-8265

RELEASE DATE: Thursday,
February 6, 2025

Butte County Invites Comments on the 2025 Community Wildfire Protection Plan

Butte County- Butte County is partnering with local residents, community leaders, land managers, fire personnel, and other stakeholders to update the Community Wildfire Protection Plan (CWPP). A CWPP is a collaborative document developed for a community, or group of communities, in the wildland urban interface (WUI). It is a comprehensive and strategic plan that aims to reduce the risk of wildfire damage to people, property, and natural and cultural resources. The CWPP process involves a thorough assessment of the community's wildfire risk and vulnerabilities, including the analysis of fire history, fuel (vegetation) conditions, weather patterns, and the community's capacity to respond to wildfire events. Based on the assessment, the CWPP outlines a set of actions that can be taken to reduce the risk and improve the community's preparedness and resiliency.

Public Review Draft
The Public Review Draft of the 2025 CWPP and online public comment form are now available at: https://butte-county-cwpp-buttecountygis.hub.arcgis.com/. It is also available (in printed copy) at the following location: Butte County Administration, 25 County Center Drive, Suite 213, Oroville, CA, 95965.

Public Review Period
The Public Review Period for the 2025 Draft CWPP is Friday, February 7, 2025 – Friday, February 21, 2025. The public is invited to comment on the 2025 Draft CWPP in a number of ways during the Public Review Period: attend a meeting, visit the web site, or mail public comment to: CWPP, Butte County Administration, 25 County Center Drive, Suite 213, Oroville, CA, 95965.

Figure D.9. CAL FIRE/Butte County Fire Department press release announcing upcoming CWPP public review period and final public meetings.

Attend a Meeting
Final meetings for stakeholders and the public are being held in person only to review and provide comments on the Public Review Draft CWPP as follows:

Final South County Meeting
Tuesday, February 11, 2025, 3pm – 5pm
Oroville Library
1820 Mitchell Avenue
Oroville, CA 95966

Final North County Meeting
Wednesday, February 12, 2025, 5pm – 7pm
Chico Library
1108 Sherman Avenue
Chico, CA 95926

All interested stakeholders and members of the public are welcome to attend either of these meetings.

For more information on this project, please visit: https://butte-county-cwpp-buttecountygis.hub.arcgis.com/ or scan the QR code below.

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Figure D.10. CAL FIRE/Butte County Fire Department press release announcing upcoming CWPP public review period and final public meetings, including meeting dates, times, and locations, as well as a QR code for accessing the CWPP hub site.

Butte County Fire Safe Council
February 7 ·

The 2025 Community Wildfire Protection Plan (CWPP) is now available for public review!

Your input matters! The public comment period is open from Friday, February 7 – Friday, February 21, 2025. Take a moment to review the plan and share your feedback to help shape wildfire preparedness in our community.

https://butte-county-cwpp-buttecountygis.hub.arcgis.com/

Final meetings for stakeholders and the public are being held in person only to review and provide comments on the Public Review Draft CWPP. The BCFSC plans to send staff to both meetings to support and have our resources available.

Meetings are as follows:

Final South County Meeting
Tuesday, February 11, 2025, 3pm – 5pm
Oroville County Library - 1820 Mitchell Avenue, Oroville, CA 95966

Final North County Meeting
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Chico Library - 1108 Sherman Avenue, Chico, CA 95926

*Please see the attached News Release from CAL FIRE for more information.



CAL FIRE/Butte County Fire Department

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NEWS RELEASE

CONTACT: Duty PIO
530-521-8265

RELEASE DATE: Thursday, February 6, 2025

Butte County Invites Comments on the 2025 Community Wildfire Protection Plan

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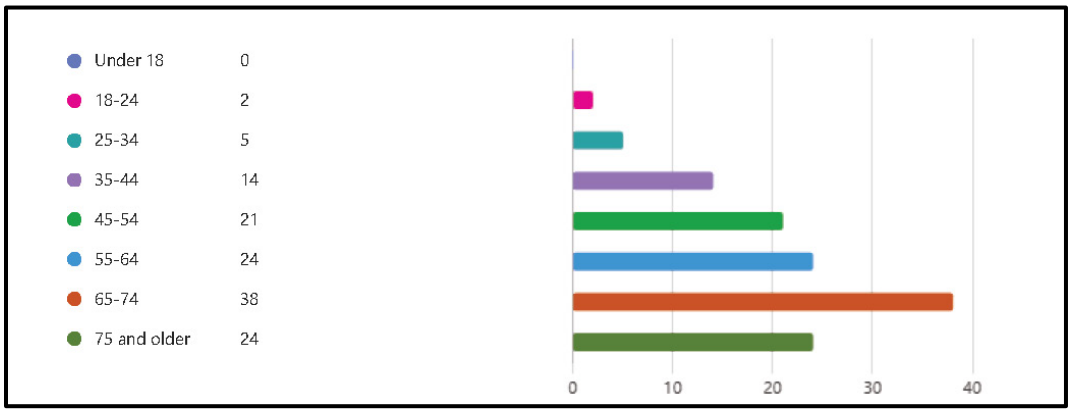
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Figure D.11. The Butte County Fire Safe Council's Facebook post announcing the CWPP public review period and meetings. The CAL FIRE/Butte County Fire Department press release was included in the post.

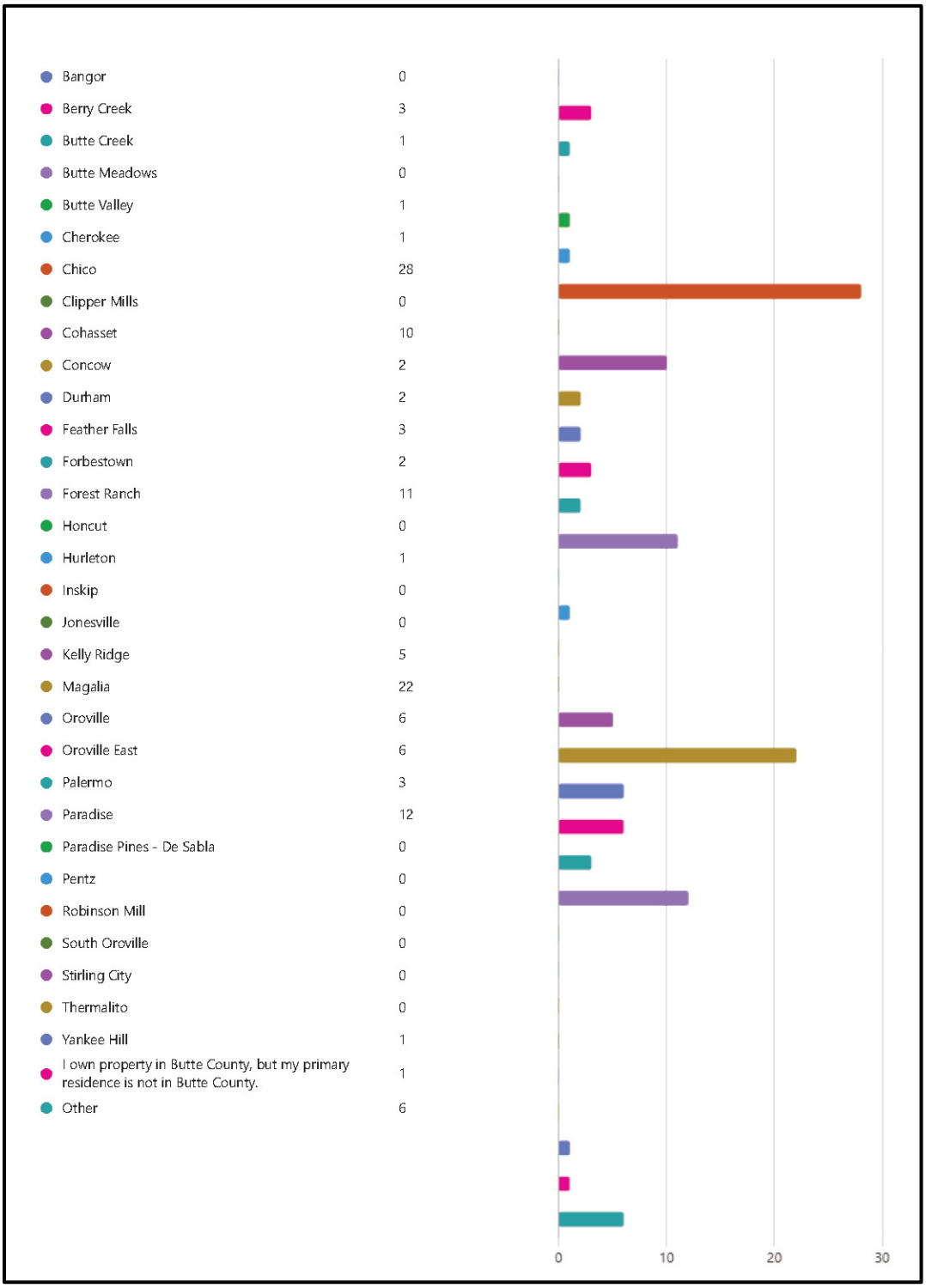
PUBLIC SURVEY RESULTS

The public survey was released on September 11, 2024, and was closed on February 21, 2025. A total of 128 responses were received. The results are detailed below.

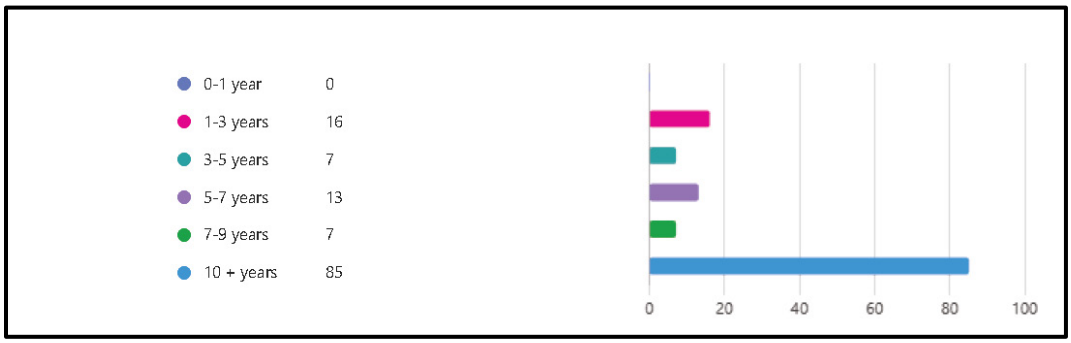
1. What is your age?



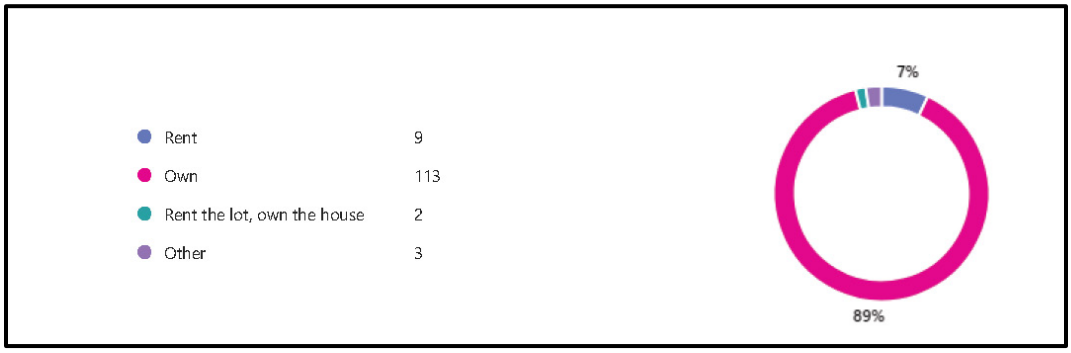
2. Please select the location of your PRIMARY residence. Note: the bar chart columns are offset from the community names due to their width.



3. **How long have you lived at this residence?**



4. **Do you rent or own your home?**



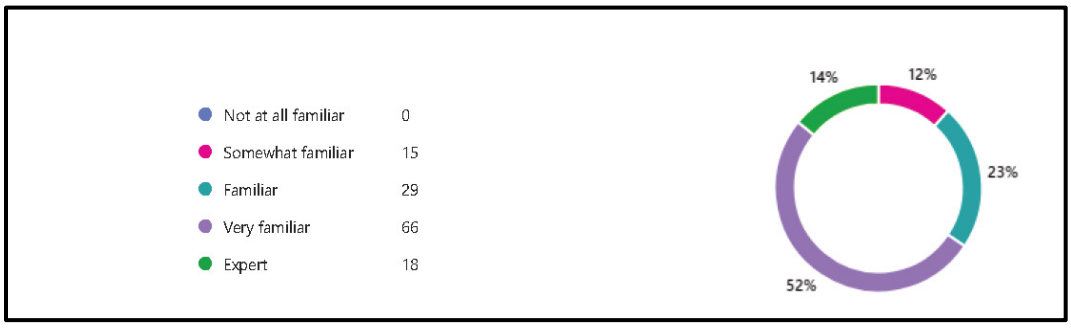
5. **Do you identify as a person with a disability as defined by the Americans with Disabilities Act (ADA)? (If yes, go to question 6. If no, skip to question 7)**



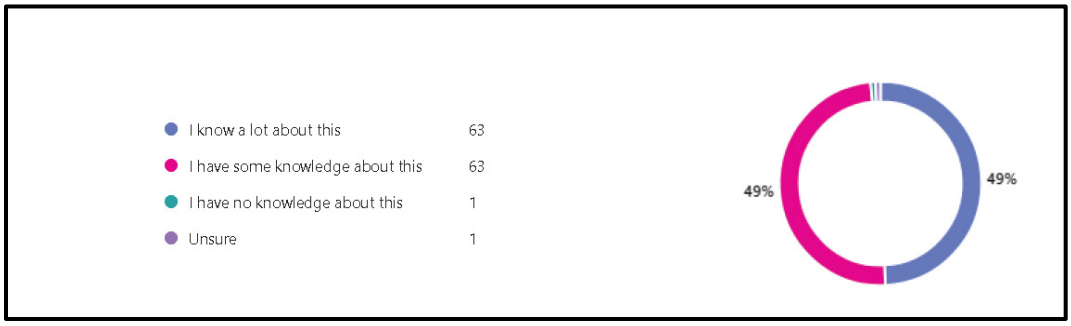
6. **If you replied "yes" to Question 5, what sort of access and functional needs do you require? Please select all that apply.**



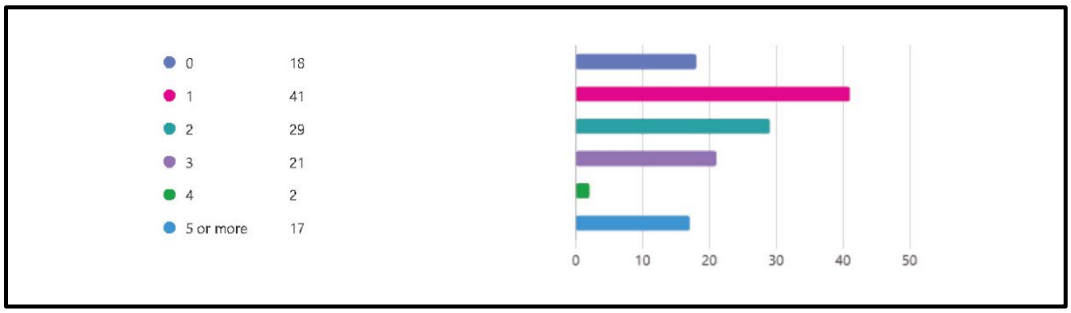
7. What is your level of familiarity or knowledge about wildfire?



8. Do you have knowledge about how the natural environment (changes in temperature, relative humidity, wind, drought, etc.) can influence fire behavior?



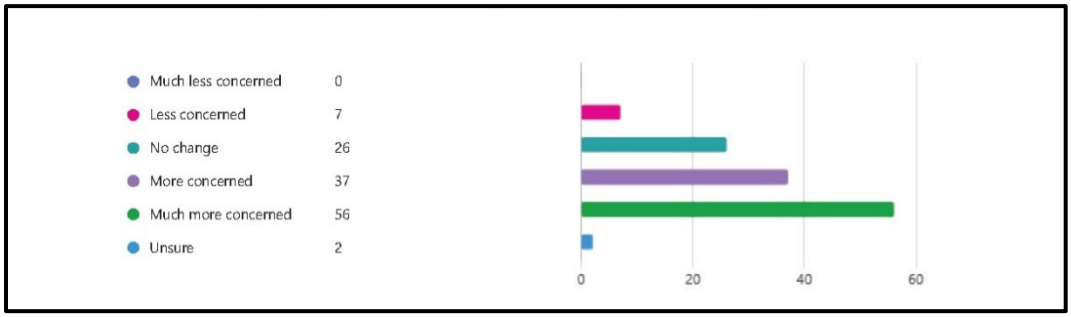
9. How many times have you evacuated from your residence because of wildfire or threat of wildfire in the last 10 years (evacuation warning or order)?



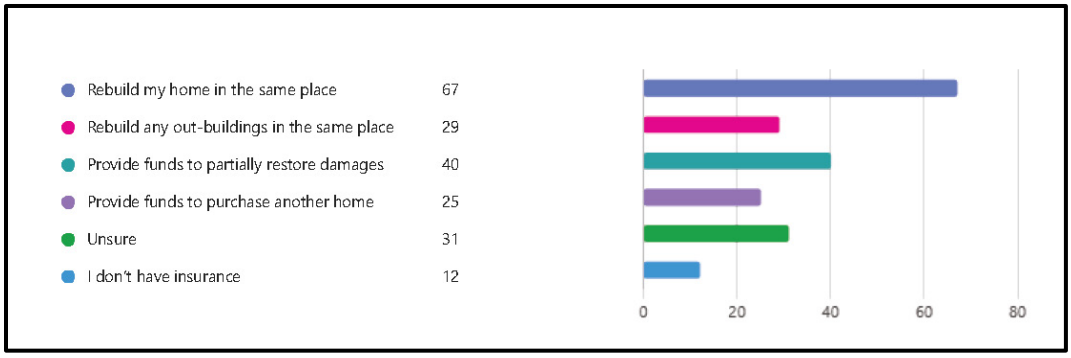
10. How concerned/worried are you about the risk of wildfire where you live and the threat wildfire poses to your primary residence?



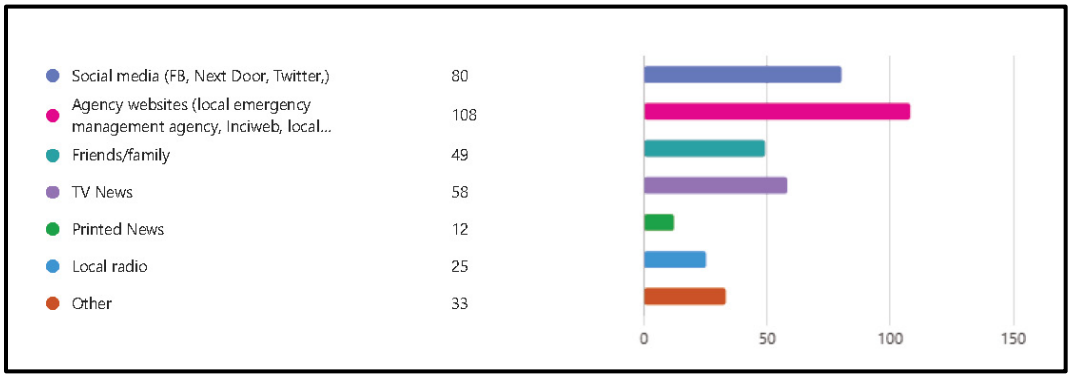
11. How would you describe your level of concern/worry regarding your safety from wildfires and the safety of your family, home, and assets now when compared to your level of concern prior to the Camp Fire, North Complex, and other recent wildfires?



12. What do you think your current insurance would cover in the event of a wildfire? Select all that apply.



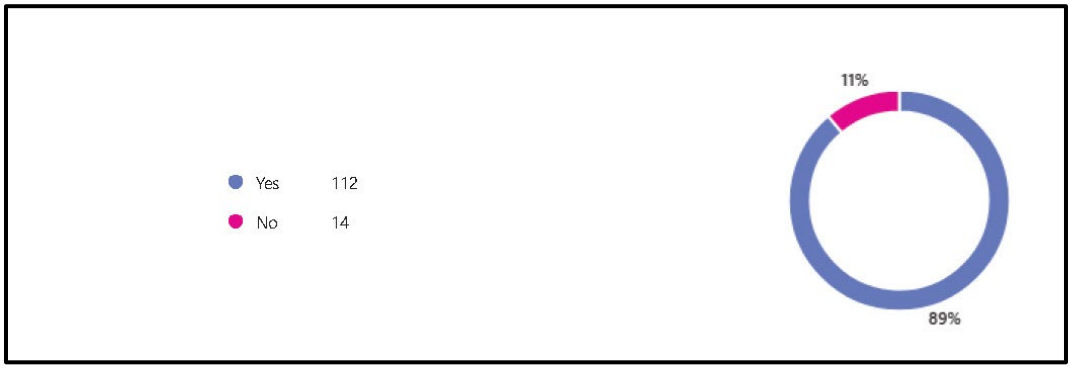
13. Where do you get information about local wildfires?



14. Are you registered for local emergency notifications?



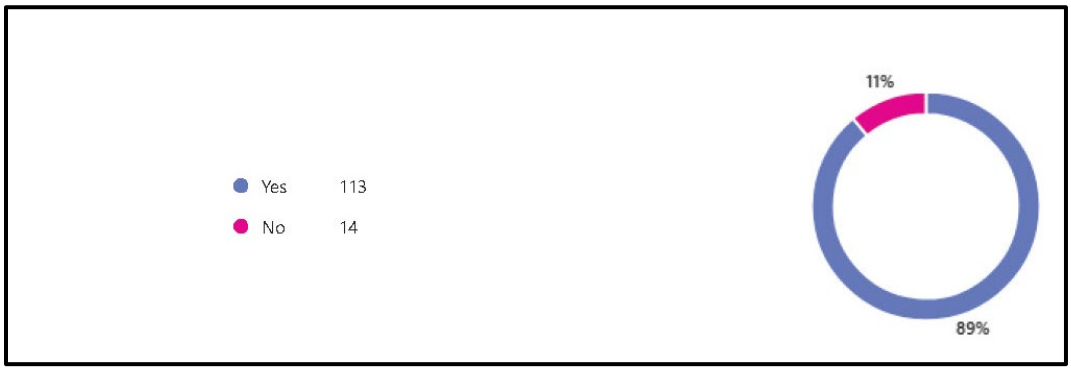
15. Do you know how to sign up for local emergency notifications?



16. Where do you currently get most of your updates and information regarding evacuations or incidents?

"Watch Duty App"	*"Facebook"*	*"BCSO"*	*"CAL FIRE BTU"*	*"Code Red"*	*"FM Alert"*	*"Twitter"*
"GMRS radio club"	*"Social Media"*	*"Text alerts"*	*"TV"*	*"Local news"*	*"Cell phone"*	*"Websites"*
"Internet"	*"Town of Paradise alerts"*	*"Town siren"*	*"Friends and neighbors"*	*"Fire watch"*	*"Email"*	*"Radio"*

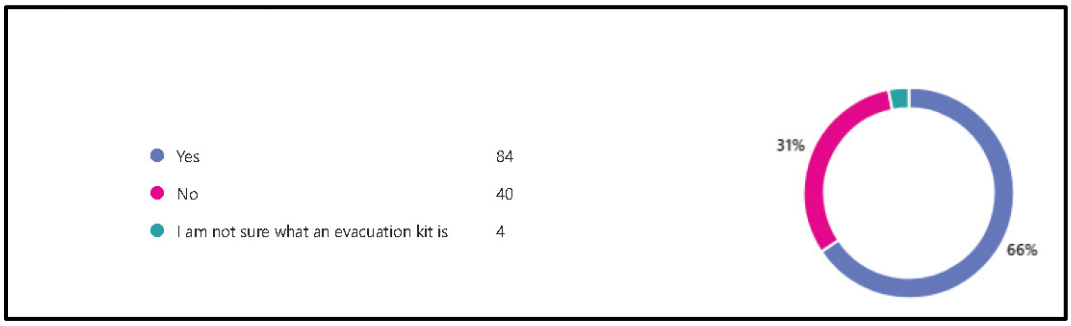
17. Are you familiar with local evacuation routes?



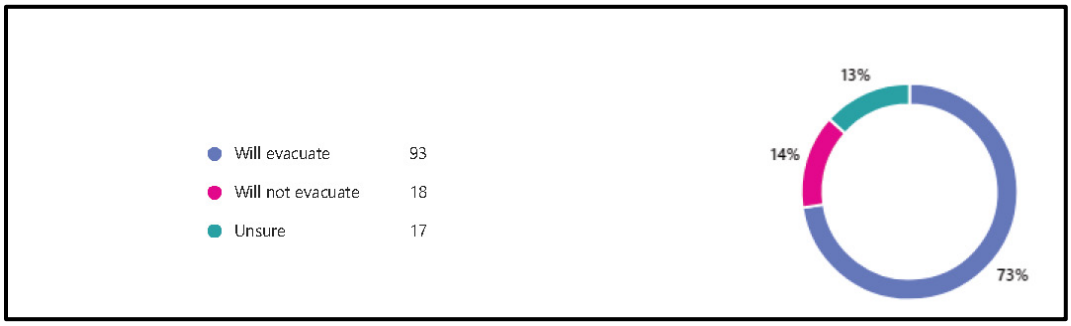
18. Do you have an updated evacuation plan for you/your family?



19. Do you have an emergency evacuation kit ready?



20. How likely are you to leave your home under an evacuation order (mandatory)?



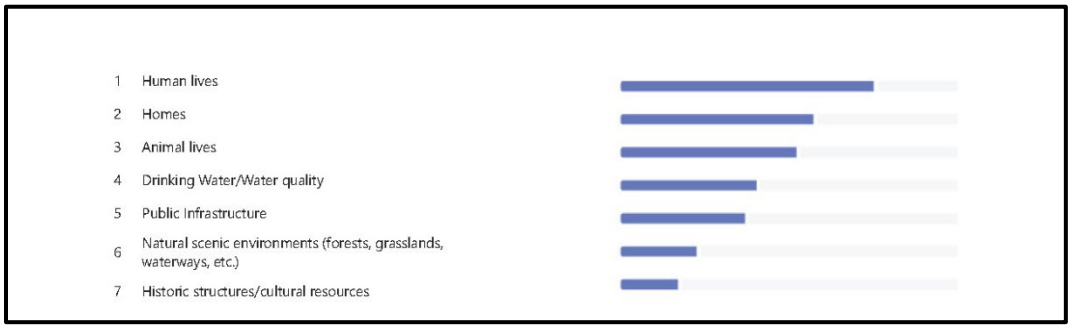
21. How likely are you to leave your home under an evacuation warning (voluntary)?



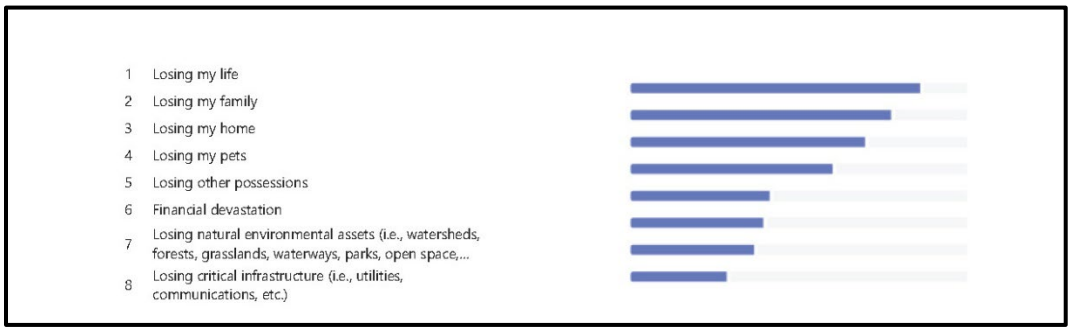
22. In your opinion, whose responsibility is fire preparedness and mitigation? Please rank by level of responsibility (the first being most responsible).



23. Please prioritize the values/assets to be protected in the immediate area around your residence (~1 mile). Please rank by level of importance (the first being most important).

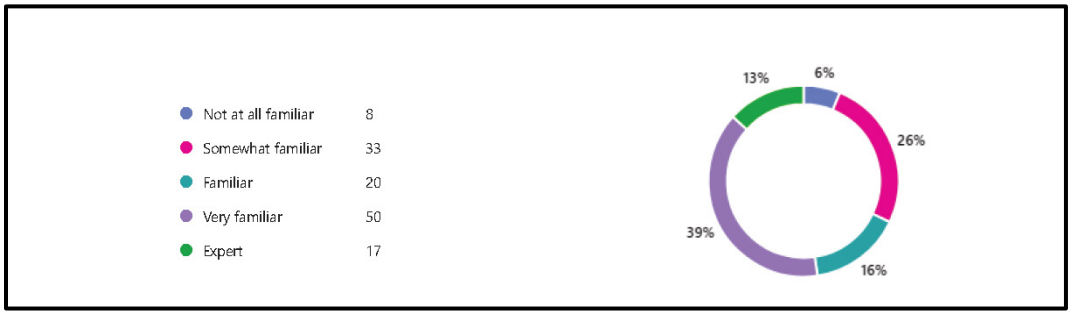


24. What are the greatest concerns that you have about the risk from wildfire? Please rank these in order with the first being the greatest concern, 2nd being the next highest concern, etc.

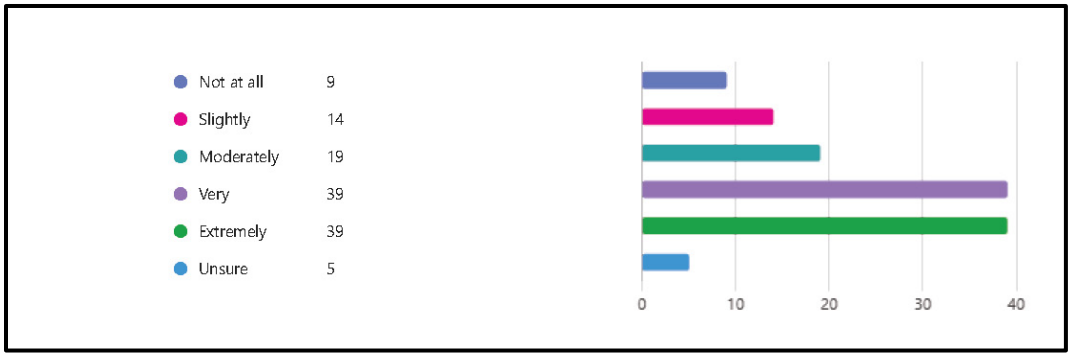


Note: The bar chart on the right (in the three figures above) indicates how many times an option was selected as choice #1. Options toward the top (e.g., 1–4) were ranked as greatest concerns, while options toward the bottom (e.g., 5–8) were ranked as relatively lower concerns.

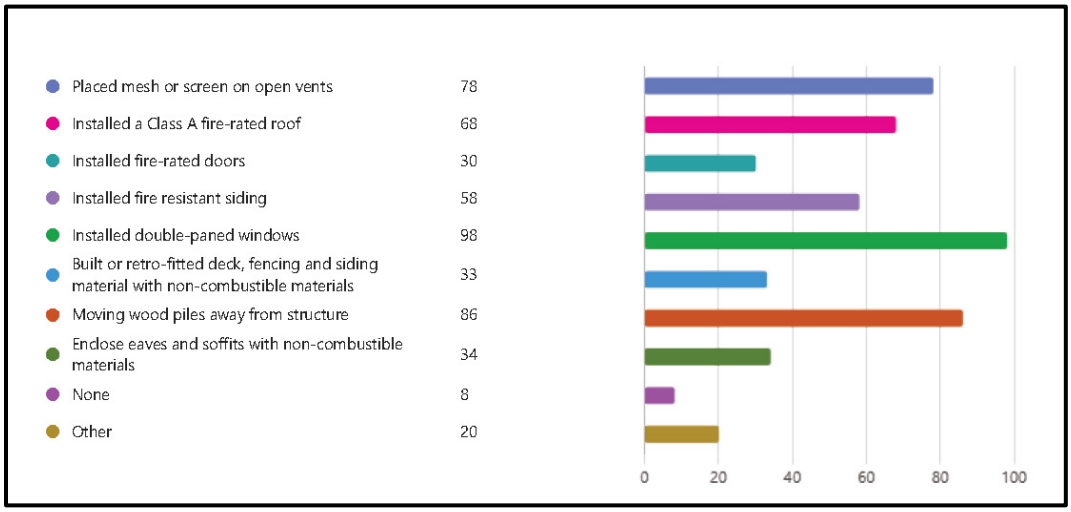
25. Home hardening is the concept of implementing fire-resistant upgrades to your home. Are you familiar with "home hardening" concepts and how they pertain to residential property (i.e., the physical structure itself, including mesh vents, siding, roof types, eves, windows, chimneys, fences, etc.)?



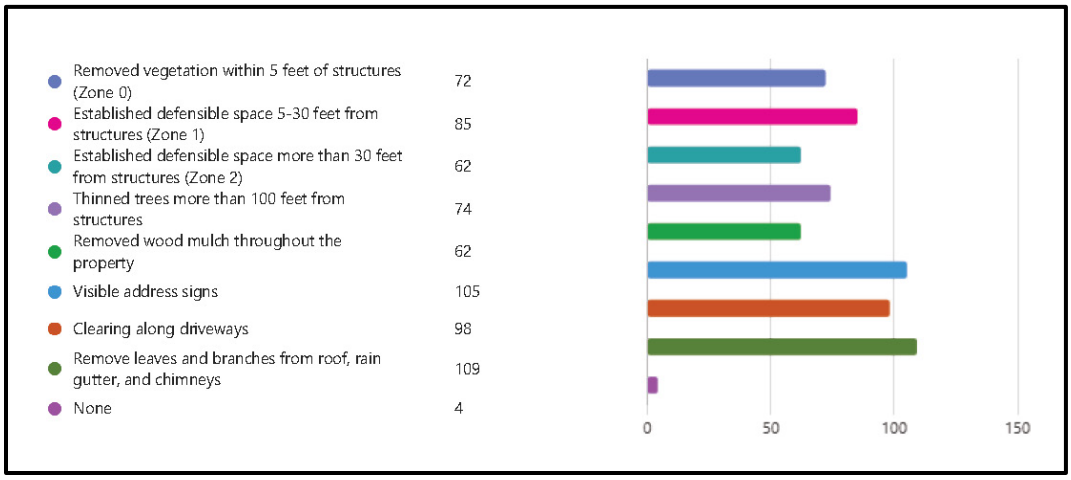
26. Are you interested in implementing "home hardening" on your own residential property?



27. Which of the following home hardening activities have you completed? Select all that apply.

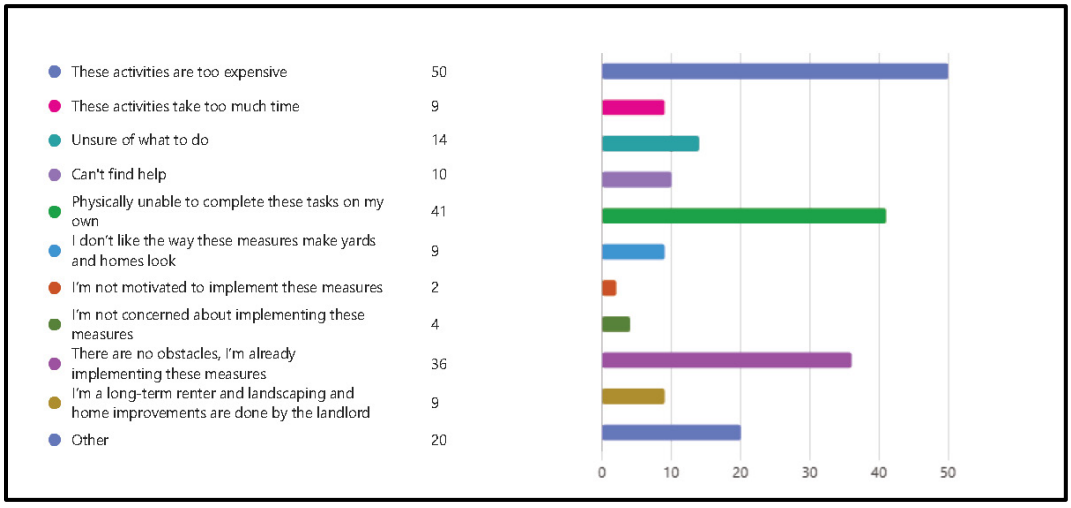


28. Defensible space is the 100 feet between your property and the surrounding area. Which of the following defensible space activities have you completed? Select all that apply.

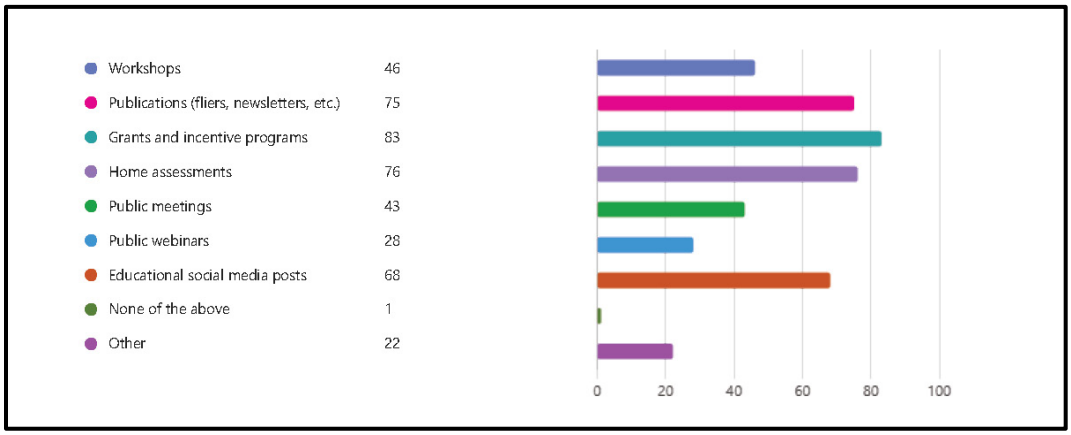


Note: some of the bar chart columns are slightly offset from the response selections due to their width.

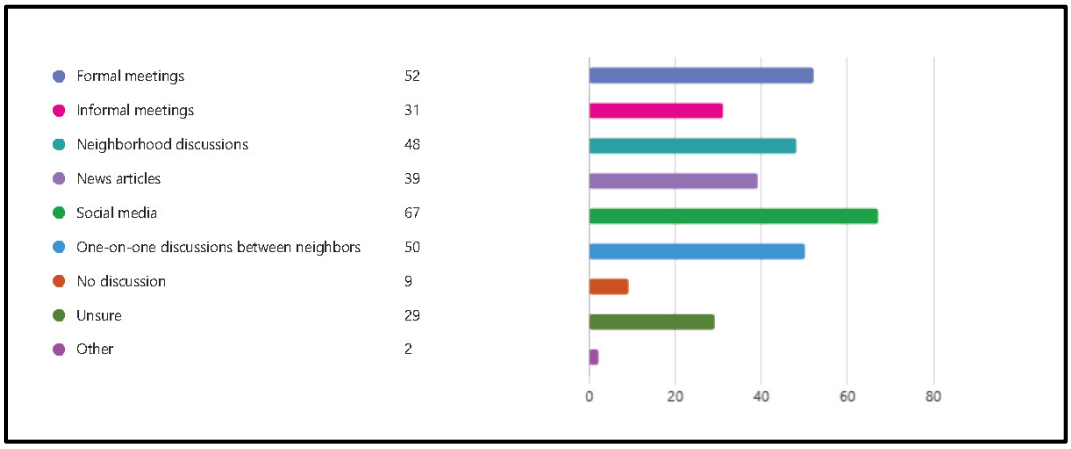
29. Are there any obstacles preventing you from implementing defensible space and home hardening measures on your home? Select all that apply.



30. What do you think are the most effective ways for residents and the community to become more aware of wildfire risks and hazards? (Select all that apply)



31. Do community officials or members of your community discuss wildfire risk in any of the following settings or platforms? (Select all that apply)



32. Do you think your community could do better to prepare for and prevent wildfires?



33. If you answered yes above, how do you think your community could do better to prepare for and prevent wildfires? Note: public responses were taken verbatim from the survey form. Comments containing personally identifiable information have been redacted (as indicated by [redacted]).

"I don't think it's practically for people like me and my family to live in such a high fire risk place, but it's not up to me. I am trying to get more benefits and hope to move someday. Maybe a public program that have people funds to move to safer areas would be the most cost effective long term, but I really don't know, and many people, like my family, would be resistant to that."
"Implement stiffer fines in a more timely manner for non-compliant properties"
"Take advantage of doing work in past burn scars. Prioritize the black before it all grows back."
"in person assessments, help with the work, funding for the work, waste management vendors actually offering yard waste services free or reduced price we have no options in our WUI, community yard waste drop off sites vs. dump runs, community pile burning or chipping where drop offs could be made to a central location and burned or chipped by professionals vs. coordinating for household chipping i.e. every second Sat. of each month at the Community Center"
"The City of Chico becoming more involved & working with BCFSC & other agencies"
"more prescribed fire in Bidwell Park. land management in the park is on the right track but super underfunded. we need a bigger budget so we can implement the existing plans."
"The city whoever is responsible the county. Needs to go out and clean along the roadsides and empty fields for sure. The other thing would be to notify property owners if they're out of requirements requirements for safety"
"Consistency of residents education and action; we have many great property examples but also many bad example of land 'let go'. "
"Moore prescribed Fire. Make it mandatory for every single property to be cleaned up and Fire Safe."
"Establish a Fire Wise Community with outreach and education/city maintain city owned parcels"
"Eastern side of Chico and Bidwell Park pre fire/mitigation work"
"More options for getting physical help doing the work"
"On a single street, if only one neighbor creates a fire safe home, it seems a waste of time if no one else has. The meter doesn't really move in the right direction like if ALL the neighbors on the street participated."
"More prescribed fire on large scale"
"Reduce fuels"
"We are above paradise. Also considered outside the burn scar. Many of us have been here for decades before these requirements were made. Now they expect us to pay to have these things done and many of us are just surviving. We are also losing insurance coverage and putting ourselves further into financial ruin in the event of a massive fire. We need help and we need grants to encourage homeowners to get ready and more prepared."
"I don't hear a lot from Chico's Community leaders regarding this issue."
"Remove and haul out necessary trees"
"More and larger vegetation removal projects."
"Access to more financial resources"
"Landowners need to do better with clearing evacuation routes on private roads"

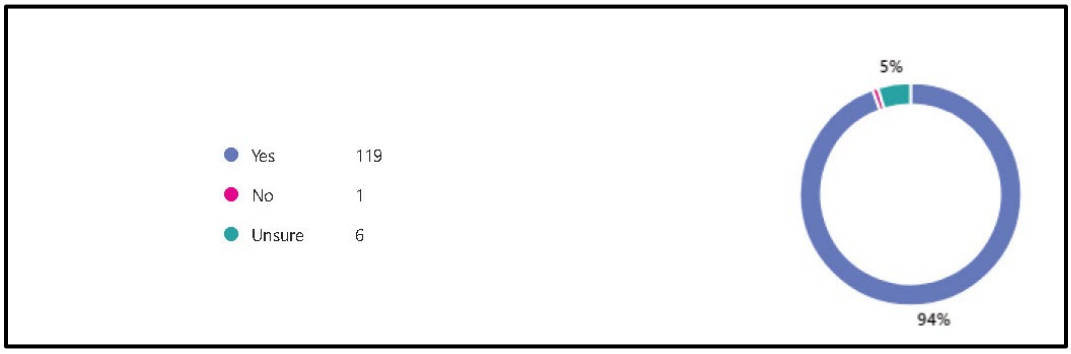
"Wildfire awareness."
"Continue clearing dead an down, trimming regrowth in burn scar, weed waking a larger area around structures."
"More code enforcement for vegitation removal along roads"
"HOA fund hardening of commutiny"
"More enforcement of forest management and defensible space maintenance, and grants for disabled/senior/low incomes"
"Just finding an actual link for this survey was difficult. I saw the post on fb but only use my phone so couldn't scan the qr code. Couldn't find what website to find the link, finally saw a news article from my nspr that included a hyperlink. I soundness be that hard to take a survey for something as helpful as collecting data to be fire prepared."
"Protective infrastructure and preserving our defensible space."
"Enforce property owners to comply with fire hazard clearance"
"Clean up fire fuel more efficiently on properties over 1 acre. There are still piles of dead trees on my neighbors 4 acres and I see this all over the ridge. GET RID OF FIRE FUEL!!!"
"Clearing fire hazards such as unnecessary trees and brush"
"Grant information"
"some neighbors have not reduced fuel on their property"
"Better understanding of evacuation routes and resources; more fire wise; education on defensible space and resources to assist; better networking within communities"
"Collaboration to thin risk areas for community, additional outreach, support individual improvements to fire hardening"
"Daily spend time doing defensible space 1 hr a day can make a difference"
"Clear dead vegetation from property"
"Do their defensible space"
"It isn't effective if I clear my land when my neighbors have not also cleared theirs. We need work done at large scale to be effective. We need agency support for large scale prescribed fire in the canyons and forested areas."
"I live on [redacted]. The city of Chico could plow the field behind my house at the same times that they plow the field at [redacted]."
"Defensible space"
"Get rid of all the illegal cannabis activity (these folks cause fire and increase fire risks with debris/practices/behaviors; Ensure public and private water infrastructure is always operational and resilient; Have caches of supplies to fight fire (hoses, nozzles, pumps, full water tanks, respirators/masks, lights, protective gear, fire-defense training)"
"Make abatement mandatory with fines"
"Remove illegal pot grows and the encampments that support the. These "outfits" use open flame for cooking and disposing trash and are likely causes for many of the foothill fires. 2. Help areas in Berry Creek improve and maintain primary roads to be able to access and leave populated areas."
"Follow thru on helping folks who cannot afford or have an ability to do the work on their property. I have been waiting for almost 2 years!"
"Our Property owners association needs to focus on fire hazard reduction instead of social events"

"More frequent communication between fire officials and community organizations"
"For the Park Fire, it could have been prevented if Chico council would have done the prescribed burn as per their own Burn Plan, where the exact area would have taken $10K and 1 day for prescribed burn. But the city said they didn't have OT budget."
"More control burns, integrative landscape management, grants and services to help property owners create defensible space, better maintenance of open spaces and planting of fire-hardy native plants"
"(I am on a phone so I cannot see all of my text.) Well, some of my neighbors could do better by not mowing on a hot and windy afternoon. Another could take below their pine trees and trim them up off the ground."
"Roadway signs like Plumas County which has a robust citizen education program (with signs)"
"More enforcement of weed abatement, and more rapid enforcement, monitoring"
"More public events"
"Allow logging and brush clearing and stop the WWP Nature Conservancy and Sierra Club etc. for their lawsuits."
"More effectively manage Bidwell Park which runs through town for fire mitigation"
"team work and mitigation to past forest management policies"
"Engage fire department with current FW communities and help to establish others. School programs too."
"Bypass CEQA and the red tape preventing this work getting accomplished on a large scale."
"You cannot completely prevent a wildfire but you can give your home and neighborhood the best chance. Many neighbors do not see the risk associated with their properties. Therefore, upkeep and maintenance begin to affect other neighbors who are diligently working to clear their property."
"No I sent I've for people to clear evacuations routes on private roads. People need to care about what their property maintenance does to the neighbors"
"Thorough Cal-Fire inspections with warnings and stiff fines"
"Better planning in new developments of egress, especially in larger housing developments, where the roads are narrow and inadequate to the density of population. "Map Your Neighborhood" Programs where there are HMOs Or more cohesive and cooperative neighborhoods"
"The surrrounding areas of the Mobile Home Park Are Not Maintained By Those Property Owners; that is why we have been evacuated so many times."
"Target each area individually with public picnic open forum with workshop. Make it a day long even, put community members in touch with those that need help."
"Get the information out and provide assistance. Most people can't afford these improvements."
"At this point in time existing conditions should receive funding or tax exemptions for meeting fire prevention requirements. New construction should meet requirements before final approval is made. Fire Prevention needs to be primary concern. If you prevent fires you don't need all of the money that goes to red trucks."
"Force everyone to comply thru fines or jail time"
"POA needs to clear greenbelts of timber and grass, Vancant lot MUST GET CLEARED, roofs and yards must be maintained, PGE must completely remove downed and dead trees out of Magalia"
"Folks are either complacent and lazy or have physical, financial and time barriers."

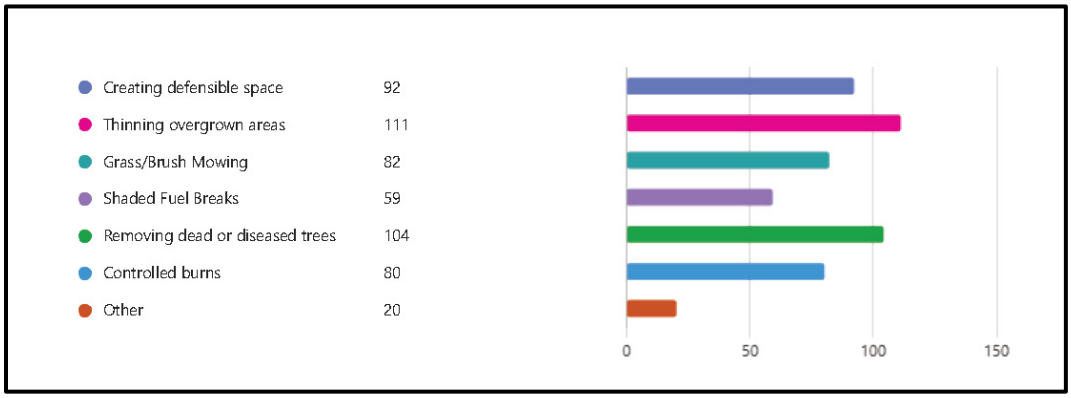
"I allowed pge, fire trucks ambulance and sherrif i complained several times to all agencies of road damage on [redacted] was told they would repair, 5 years later nothing, so no I don't have trust in letting people use this road in next fire ill block it off"
"Have OGE haul away trees they cut down and leave for many months."
"Organized informational meetings including a"
"Help people get the help they need to create defensible spac"
"clear roadways sidings of vegetation, make 4 lanes of road over the Magalia dam."
"Defensible space"
"Use goats to eat up ground liter."
"Get really really tough with people who do not maintain vegetation growth"
"Everyone should be acutely aware that their individual actions affect an entire neighborhood & community. We are all in this together!! Everyone should actively participate in fire prevention on their individual properties, in an effort to save their own homes and diminish the risk for others in their neighborhood/community"
"There are properties that are a threat to the rest of the community"
"The Kelly Ridge HOA rules originally promoted lots of landscaping. Now, the HOA needs to help homeowners determin what needs to be done at each address to protect the community."
"Clearing brush"
"Clear overgrown vacant lots that remain since the Campfire"
"Clean up lots in town"
"In my situation as a renter in a large apartment complex I spoke with an owner/investor to change landscaping so that flammable landscaping (ie trees, shrubs, bark, etc) be removed from within 5 ft of all resident buildings. That trees that touch or nearly touch residents home be trimmed back. It has been suggested that hard scraping be a focus going forward when replacing landscape materials and choosing greenery."
"People making sure their properties are not cluttered with combustible junk."
"all agencies should get together and clear out any trees/brush in any areas they have jurisdiction/control"
"Demand that Sierra Pacific Industries clear up their brush-choked properties and salvage dead trees that abut homes."
"I wish the county had a program that could make renting heavy equipment more affordable"
"More info on various evacuation routes"
"Provide financial assistance to homeowners"
"Issue personal warnings to those who endanger the neighborhood"
"Assist with yard debris pick up, low cost grants to help those on a limited income or disabled"
"Clearing of abandoned properties in a timely manner."
"Cut down more dead trees & clear brush out."
"Clean up Bidwell park from fuel (dead trees). No camping or fires in the park"

"More home nonpunative inspections."
"Education, fuel breaks/reduction"
"Proactively mow fire breaks around undeveloped, grassy areas."
"Fuels management"

34. Would you like to see more projects in your community that treat and reduce hazardous vegetation?



35. What types of vegetation management projects would you prioritize for reducing wildfire risk in your community?



36. **Are there specific areas within your community that you believe should be targeted for hazardous vegetation reduction projects?** Note: public responses were taken verbatim from the survey form. Comments containing personally identifiable information have been redacted (as indicated by [redacted]).

"Between the Feather River and Oro Dam Blvd East"
"All along Lovelock Road. Illegal dumping can be a problem here too. Sometimes people camp in the area which brings up concerns of camp fires possibly getting out of control."
"Non-compliant defensible space properties"
"Big Chico Creek Canyon, especially on university land. Lots of opportunity to implement fuels projects to redistribute fuels for protection."
"Of course, anywhere with limited access for evacuations, areas near already managed areas to leverage the benefit, areas where you see pine needles on the majority of roofs in a neighborhood, sometimes seeing your neighbors do the work influences others, also key strategic areas based on slope, wind direction, lack of fire history, overgrowth. Prep areas with clear breaks surrounding populated areas so it doesn't even get to the populous areas."
"Yes, north, east & south areas at Chico city limits"
"yes, upper park should be regularly underburned. also, the Butte PBA does great work & ideally each small community would have its own PBA coordinator."
"Just drive around Oroville and Palermo areas. You'll see plenty of weeds that need caring to overgrowth. Especially on all empty lots and along roadsidesi got."
"Helltown-- it's thick underbrush and with lots of broom. Bean Flat road roadside. Various large land parcels that are unkept."
"Waterways are overgrown"
"Bidwell Park"
"Woodridge Neighborhood in magalia. The length of Nimshew rd and Nimshew extension."
"Foothill areas below Forest Ranch"
"Roadways"
"Greenbelts and private properties"
"Everything from upper Magalia on up to Butte Meadows. We've been forgotten about and we are in a position to be just as dangerous as Paradise."
"Various properties in our new green island after Park Fire"
"Cohasset road corridor"
"Since the fire, the green island that didn't burn"
"Clearing along evacuation routes"
"Along roadsides, recreational access."
"Along the main ridge, Lumpkin Rd, around elderly residents homes."
"Create shelter in place facility"

"Dead trees from prior fires need to be removed or burned in a pile."
"The entire POA"
"Yes, and many are being addressed by the Yankee Hill FSC"
"I live near lower park. I think the goats must be helpful"
"The entire bidwell park and surrounding vegetation. Empty lots that can fuel fire."
"Rental properties in the county."
"Paradise & surrounding communities. Sparks and embers travel a long ways… get rid of dead or underbrush fuel!"
"Garland Road and Doe Mill Road"
"along roads"
"Roadways and clearing vegetation along routes so in the event of fire, vegetation/other doesn't obstruct access and can still get in/out. State and Federal land along residents areas/create fuel breaks and defensible space; reduction of fuels loads in residential areas and creating defensible spaces around structures; concerns with losing resources/utilities such as power and water"
"All the travelways and evacuation routes both public and private"
"Foothills"
"[redacted] Road and all ajacent roads"
"Everywhere that hasn't already burned and some that have. Brushy canyons pose particular challenges for individuals. Needs large scale burns to manage risk."
"Yes. The city property behind my house needs to be plowed regularly."
"Areas along Almond & Hillcrest, Kelly Ridge golf course area, state lands near residential areas"
"PUSD property off Skyway turn-out, Magalia"
"Yes"
"All of the Bear/North Complex burn scar in our community is a new fire disaster waiting to happen. Sprouts should be thinned and dead trees removed. Acres and acres of it."
"Lower Bidwell Park"
"Wyman Ravine is a tinderbox"
"Along roadways"
"Outside the burn scars"
"All of the common property within the poa."
"Canyon edges and drainages that have high potential for increased fire activity. Evacuation routes"
"next door neighbors property"
"Removing dead and dying trees on private property"
"Again, the city failed to follow its own plan to close the Upper Bidwell Park gates to traffic on high heat 100F+ and high winds, but again failed for Park Fire."

"Parks and large land parcels (eg cattle land), densely wooded areas where property owners can't afford to maintain alone"
"Help with clearing drainages and along rural roadways in Oro East."
"Along Pentz Rd right above Lime Saddle Rd. It's a mess and boats drag their chains. Previous fires there."
"Lots with out-of-town property owners"
"You need a map for this."
"The area between Magalia and Lovelock."
"Bidwell Park Upper and Lower"
"yes"
"large fields with vegetation"
"All the foothills surrounding butte county"
"Only Little Chico Creek and Butte Creek watersheds have seen very little fire in the recent past. Those areas are candlewicks into Chico, the largest population and community assets (hospital, CSUC, etc)"
"Lower Paradise, West Branch, Little Butte Creek"
"Southeast Chico, honey run, little Chico creek, butte creek diversion channel, open space within baroni park landscape and lighting district"
"yes, but Butte County has addressed it"
"Landowners need to be held accountable for clearing their land, especially evac routes."
"Upper Magalia up to Butte Meadows"
"The Entire Hawk Ravine area north of Mt Ida Road and West of Miners Ranch Rd all the way up to the Lakeside Market is a mess and has been for well over 10 years. The Oaks Senior Mobile Home Community Near Lakeside Market needs lots of attention all around us."
"Pot grows, vacant land, and abandoned, condemned buildings."
"Old 1/2 dead trees and bushes"
"Anywhere needed."
"VACANT LOTS, BLM west of Magalia, broom removal throughout Magalia lots streets and poa"
"Private property and drainages."
"Fix [redacted] Road as the heavy truck s damage the road i see always no management supervision adequate to serve public!"
"Properties that are not taken care of by the owners."
"Roadsides - private and county"
"skyway, Nimshew road, centerville road"
"Wui"
"Paradise Pines POA"

"All areas along the feather river, around lake, all govt owned property, roadways, etc."
"Areas around Lake Oroville and Kelly Ridge, in our opinion, are still quite ripe with fuel (even after the Thompson Fire)!"
"My neighbor on [redacted]"
"Vacant lots. Tremendous amount of dead and overgrown brush."
"Empty lots"
"Abandoned and overgrown lots, areas frequented by homeless (ie parks & waterways), and areas where the foothills and homes connect."
"Some property owners property… "
"start with overgrown areas closest to large housing areas."
"Sierra Pacific timber lands that are brush-choked and full of dead, dying and moribund trees that are adjacent to homes."
"Upper Magalia to Butte Meadows"
"Negligent neighbors"
"Pretty much anywhere in Magalia above the burn scar."
"Abandoned lots. There are still many that don't get mowed, have build up of broom and/or downed large trees have been left on the lot. These threaten existing homes that are being maintained."
"Probably, if I looked. I hear about them."
"Lower bidwell park"
"Bidwell Park"
"Inaccessible/ hard to reach areas"
"Removing deadfall from Lower Bidwell Park!! Trees, brush are piled. Goats help remove grass, but large fuel piles accumulate. Plow fire breaks in grassy fields"
"Butte Creek"
"None that I can think of right now, I see progress every day "

37. Is there anything else we should know about wildfire planning in Butte County? Note: public responses were taken verbatim from the survey form. Comments containing personally identifiable information have been redacted (as indicated by [redacted]).

"Thank you so much for all you're doing. This is a really overwhelming problem, and it can't be easy. I'm really impressed and touched by all the efforts I have seen during and after the Camp and Park fires 💔"
"The contracts the County has with WM, etc. must include a provision for yard waste disposal when they are renewed. It is the easiest and cheapest way for WUI residents to actually get the material away and gone easily. It would reduce smoke and problems from pile burners who are t good at it from doing it. May t seem like much but over time each person could make a dent by filling a can with flammable materials. Regardless of the volume it fosters the behavior change which is key. Right w it takes at least 1.5 hours roundtrip and a $12 fee to haul one truckload of needles to the dump. There is incentive to do this and it also doesn't seem like it would help given the small volume you can remove each time. I have researched dumpsters that could be placed in a centralized location for yard waster drop off (i.e. maybe at a school or community center or a volunteer fire station or calfire station) and they are extremely expensive, but perhaps a grant could pay for it, a revolving service that gets picked up in say one community one month every week then moves to ather for a month. Time, age, ability, money are all constraints as to why people do t maintain their own properties. Make it easy. The chipping program is cumbersome for many reasons, if it was a centralized drop off location people wouldn't have to wait for it to be scheduled, line them up perfectly, haul to a road etc. an leave dead materials on site during the dangerous fire season. It is sometimes much more work to participate in that program than it is worth. Thanks for listening, hope you take some ideas and run with them. "
"as we've seen, fuels management and prescribed fire follow-through in Chico affects the whole county"
"Within a few.Years ago, you at least used to mow along the roadside.That's t even being done anymore t where I can see"
"Large projects and landscape-level forestry takes time-- maybe too much time than we have. While individual residents have been educated about defensivle space, and that topic seems to assume the lions share of publicity, I do think individual home hardening is a needed next step. The home hardwning I see in Butte County truly pales in comparison to other mountain communities. Why so few programs/incentives for this? Because funding would increase the value of residents' key assets? "
"There's a lot of work to educate residents about Wildland Urban Interface and true preparation."
"Quality projects sustainable of years on ridges and along primary evacuation routes should continue to be the priority."
"Prescribed fire is a powerful tool in preventing wildfire. It should be more accessible year round, including summer months under the right conditions."
"need to pass ordinances that increase the penalties for t complying"
"Address the upper ridge."
"The message is t reaching a lot of people unless they watch the news and it seems that very few people do these days. The only social media platform I use is the Nextdoor app and I rarely see any information regarding this topic. You need to find a better way of informing the public."
"Defensible space inspections are a joke in our area. Problem properties get inspected, warned and physical follow up to see if the work has been done. Or inspectors CALL the landowners to ask if they have fixed the problem. What a joke!"
"Help awareness."
"Inform the public of the options that are available such as PBA, residential prescribed burns an SFLAP."
"Spend the annual dues to fund this work"

" easy answers there, but getting individual and absentee property owners on board with land management is key"
"I am a Paradise Campfire Survivor."
"Compliance! "
"It's t easy to access and people are unsure available resources, evacuation routes, etc. Need more education and assistance at a local level. People are unsure what resources are available to education themselves and get involved. Need network system and easy location to access resources. Need to get people involved at a local level and create pride in community. A lot of resources get to pot of money and t a local level."
"We need a permanent defensible space and home hardening residential assistants program that works with the aging population throughout the county."
"More follow up on defensable space, more money for inspectors. Roadside fuel reduction."
"More good fire on the ground. Strategic burns such as the work done in Cohasset that created the island of green in the Park fire."
"STOP thinking there is a one-size-fits-all to evacuation orders. Some farms, ranches and homesteads have defensible space, safety zones, green areas, water sources, fire defense skills and equipment, and experience to defend home, environment, livestock, lives. Evacuation is t practical and in some cases results in avoidable, uninsured, total loss. We've seen it with the Wall, Camp and Bear fires. So in your planning, plan to understand and allow for local defense and n-evacuation of well-defended ranches/farms/homesteads. Also, understand that the lack of affordable insurance and spotty/slow/inadequate government assistance means people will t as readily evacuate. Don't bully or harass folks that don't go if they are well-prepared to defend."
"Enforcement of laws to remove illegal homeless campers!"
"We are all traumatized, I wish this was recognized rather than calling us all brave survivors."
"Getting any aid post-fire has been burdensome and extremely inefficient. Efforts should be made to streamline application and approval processes and actually use the funds for work instead of the approval process. More money appears to be wasted in the process than the one or two that may try to abuse getting funds."
"You promise help but it never comes."
"Top issue is forest mismanagement at all levels of government"
"Butte County Fire Safe Council personnel do an excellent job of reaching out to communities through the free chipper program and grants for hazard tree removal. I hope their resources and funding will be expanded to assist homeowners with all needed support for fire prevention."
"We have Mechoopda Tribal TEK (Traditional Ecological Kwledge) that saved our Indigeus people since time immemorial and they should be hired for cultural prescribed burns."
"We need more public education about the importance of prescribed burns, and more effort to carry out prescribed burns with minimal heavy equipment and fossil fuels (eg, focus on indigeus cultural/traditional burn techniques) to minimize negative ecological impacts and develop ecosystems that are fire-hardy with less frequent maintenance needed"
"Just that it takes money and/or skill that some people do t have."
"Answer letters to Cal Fire from citizens. Igring written ideas shows disdain and discourages involvement."
"We should be able to earn certification to submit to Insurance Companies for price reduction in policy"
"Prescribed burns should be prioritized in areas with black oak and ponderosa pine."
"log it, graze it or watch it burn!"

"Keep doing it it's making a difference"
"City limits are t boundaries for wildfire-how can we communicate that?"
"I clicked the "Draft CWPP Main Doc" form and was directed to this survey. I feel this survey took way too long. Most people will likely give up and t view it at all. I spent over 20 minutes on the survey."
"Involve/compel the city of chico"
"How's the water pressure doing! "
"Be active and t reactive"
"Have more than one property. One was completley destroyed in [redacted]. A million Dollar Cabin over 2,000 sq ft. I don't think I need educated on fire and loss."
"It could be helpful if the B line or other transport services were available during evacuations, especially in densely populated neighborhoods. And if they are already in the plan, how to access that kind of transportation during evacuations would be helpful. In my previous community, they were designated evacuation areas that people could drive to, and then be transported out of the area so as to reduce congestion on the roads. Sorry if the typos are hard to figure out, but I'm dictating on a phone and it doesn't let me correct easily. Thanks for this opportunity to give feedback. This is very important."
"Yes, Would Like to be able to listen to the BCSO Scanner again. more encription."
"We need to enforce property use laws. In our area many recent fires were started by generators, and/or pot grows."
"A better organized evacuation plan so people don't get stuck and funding to help people to create defensible spaces."
"It has t been a concern for too many years. You don't have eugh fire prevention staff available for the magnitude of the problem. Provide COVID level funding and measures to ensure proper fire prevention with grants for individuals or areas which need attention. Make fire prevention a priority and stop wasting tax money and BS and Illegal Aliens. You need to care about fire prevention and make it a priority for the safety of the people. Make the Electric Utilities comply with all laws and GO95. If they don't comply put them in jail!"
"Find more help for seniors, vets, disabled to get their properties cleaned "
"Thank you for your help!"
"Yes do what you tell residents, there's program s for us in berry creek, I took loans to fix my house, government help sad the southern California is more valuable then our area its why they have grants, we were overlooked, like we are illegal aliens, very insulting [redacted]"
"Your community outreach needs improvement. Last years survey only 71 Butte CO citizens participated in the 2024 survey"
"Timely and assertive follow-up on violators."
"Utilize goats, control burns, etc."
"The State Park needs to reduce fire fuels that are nearest the homes bordering the park, t just Loafer Creek."
"People need incentives to move forward. My elderly parents have needed help, and there are services for them that they can afford. I think a move towards fire hardening could also be a beautification process as well. Maybe use the local events/nurseries/landscape businesses to promote events highlighting attractive hardscaping demos(?)"
"t that I can think of this minute."

"the fires in LA demonstrate the obvious short comings of City, County, State resources. Both in techlogies and aero response tools/application"
"Make and enforce a total ban on fireworks and fire crackers. Offenders should receive stiff fines or jail sentences"
"Options for those with medical disabilities who may need help evacuating."
"I would like to see flyers, emails, social media posts with maps of clearly drawn escape routes up here on the ridge."
"Continuing maintenance of already treated or cleared areas so you don't waste time, money, and work force having to redo what's already been done. Maintenance is much less expensive and continues to help protect everyone. Those who can't afford to hire help should have access to applying for maintenance crews. I would love to see a program like the Conservation Corp be available to this area. Seeing if funding, State and Federal, is available to help in that area. A lot of hard work has already been done and we appreciate and ackwledge those who have done it to help protect us all! Thank you!"
"Long term arrangements for evacuees that have travle/house trailers, livestock trailers w/ living quarters ect. for people who own as well as people that want to lend these things. Long periods of time can be expensive at trailer courts and the like. t everyone has family or friends willing to let them set up home on their property "
"Educate the newcomers that are moving to town"

PUBLIC MEETING INPUT

Public input was gathered during the four community meetings held as part of the CWPP development process. Attendees shared a variety of concerns, including the potential wildfire risks associated with proposed new housing developments and the impact of electric utility activities near homes and high-risk areas. Participants also voiced opinions on the effectiveness of current local wildfire mitigation practices and identified specific locations they believed to be particularly vulnerable to wildfire. This valuable community feedback was considered throughout the planning process to ensure the CWPP addresses the priorities and concerns of local residents.

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APPENDIX E:

Funding Sources

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FUNDING SOURCES

The following section provides information on state, federal, and private funding opportunities for conducting wildfire mitigation projects.

STATE FUNDING INFORMATION

CAL FIRE – Grant Programs

Website: https://www.fire.ca.gov/grants/

Description: The CAL FIRE Grant Program offers a range of forest-related grants with differing scopes and funding details. Some of the grants include:

- Forest Health Grants: https://www.fire.ca.gov/what-we-do/grants/forest-health
- California Forest Improvement Program: https://www.fire.ca.gov/what-we-do/grants/california-forest-improvement
- Wildfire Prevention Grants Program: https://www.fire.ca.gov/what-we-do/grants/wildfire-prevention-grants
- Urban & Community Forestry Grant Programs: https://www.fire.ca.gov/grants/urban-and-community-forestry-grant-programs/
- Wildfire Resilience and Forestry Assistance Grant-Prop 68: https://www.fire.ca.gov/what-we-do/natural-resource-management/wildfire-resilience#ResilienceGrantAnchor
- Volunteer Fire Capacity Grant: https://www.fire.ca.gov/what-we-do/fire-protection/cooperative-efforts

California Air Resources Board – Funding Wizard

Website: https://fundingwizard.arb.ca.gov/web/

Description: The Funding Wizard aggregates current federal, state, regional, private, and other funding opportunities for environmental and sustainability projects.

California Department of Conservation – Regional Forest and Fire Capacity Grant Program

Website: https://www.conservation.ca.gov/dlrp/grant-programs/Pages/Regional-Forest-and-Fire-Capacity-Program.aspx

Description: The California Department of Conservation announced the release of the 2022 Regional Forest and Fire Capacity (RFFC) Program Final Grant Guidelines. The RFFC Program provides block grants to regional entities and eligible coordinating organizations to support large- and small-scale project implementation.

California Environmental Protection Agency – Loans and Grants

Website: https://calepa.ca.gov/loansgrants/

Description: The California Environmental Protection Agency Loans and Grants hosts a wide variety of agency grants specifically for California. While these funding sources may not tie directly to fuel

management or fire recovery, there is a wide array of funding opportunities for water and air resources that are directly impacted by wildfire.

California State Coastal Conservancy – Wildfire Resilience Program

Website: https://scc.ca.gov/wildfire-resilience-program/

Description: This program supports local partners in implementing projects that will improve forest health and reduce the risk of catastrophic wildfire in wildland-urban interface (WUI) areas. The Coastal Conservancy has provided over $17 million to support forest management projects that reduce wildfire risk.

State of California – Adaptation Clearinghouse

Website: https://resilientca.org/

Description: This resource provides wildfire-related resources such as funding opportunities, assessments, case studies, educational materials, data and tools, example plans and strategies, and additional policy guidance.

State of California – Grants Portal

Website: https://www.grants.ca.gov/

Description: The California Grants Portal helps users identify the latest grants that could support fire hazard planning or related implementation efforts that support wildfire risk mitigation, fuels management, and other related projects.

FEDERAL FUNDING INFORMATION

2022 Infrastructure Investments and Jobs Act

Website:https://www.congress.gov/bill/117th-congress/house-bill/3684

Description: The Infrastructure Investments and Jobs Act allocated funding through various departments for infrastructure projects including, but not limited to, roads, bridges, and major projects; passenger and freight rail; highway and pedestrian safety; public transit; broadband; ports and waterways; airports; water infrastructure; power and grid reliability and resiliency; resiliency, including funding for coastal resiliency, ecosystem restoration, and weatherization; clean school buses and ferries; electric vehicle charging; addressing legacy pollution by cleaning up Brownfield and Superfund sites and reclaiming abandoned mines; and Western Water Infrastructure.

Section 40803 addresses wildfire risk reduction, Section 40804 deals with ecosystem restoration, Section 40806 handles the establishment of fuel breaks in forests and other wildland vegetation, and Section 70302 addresses reforestation. To learn more about the Act, please visit: https://www.congress.gov/bill/117th-congress/house-bill/3684

EPA – Catalog of Federal Funding Sources; Land Resources

Website: https://ordspub.epa.gov/ords/wfc/f?p=165:512:10535656593775:::512::

Description: The Land Finance Clearing House is a catalog of federal funding sources for all things land related.

Examples of the types of grants found at this site are:

- Forest and Woodlands Resource Management Grant: https://sam.gov/fal/a798ad78cac749639b48270db3e86fdc/view?index=cfda&page=2&organization_id=100011100
- Environmental Education Grant: https://www.epa.gov/education/grants
- Public Assistance Grant Program: https://www.fema.gov/assistance/public
- Hazard Mitigation Grant: https://www.fema.gov/grants/mitigation/hazard-mitigation

EPA – Catalog of Federal Funding Sources; Water Resources

Website: https://ofmpub.epa.gov/apex/wfc/f?p=165:12:6483383318137:::12::

Description: The Water Finance Clearing House is a catalog of federal funding sources for all things water related.

Examples of the types of grants found at this site are:

- Water Conservation Field Services Program: https://www.usbr.gov/waterconservation/
- California Community Development Block Grant: https://www.grants.ca.gov/grants/community-development-block-grant-cdbg/
- California Clean Water State Revolving Fund Program (CWSRF): https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/index.html

EPA Grant Programs

Website: https://www.epa.gov/grants

Description: Various grant programs are listed under this site. Listed below are examples of grants offered:

- Multipurpose Grants to States and Tribes: https://www.epa.gov/grants/multipurpose-grants-states-and-tribes

EPA Tribal Environmental General Assistance Program (GAP)

Website: https://www.epa.gov/tribal-pacific-sw/epa-region-9-tribal-environmental-gap-funding

Description: The program aids Native American tribes in developing reservation-specific environmental protection programs.

FEMA Assistance to Firefighters Grants (AFG)

Website: https://www.fema.gov/grants/preparedness/firefighters/assistance-grants

Description: The AFG program provides resources to assist fire departments in attaining critical resources such as training and equipment. Since its launch in 2001, the AFG program has provided firefighters and first responders with essential equipment, protective gear, emergency vehicles, training, and other vital resources to enhance public and emergency personnel safety against fire and related hazards. In addition to the AFG grant, this program is composed of two additional distinct grant categories; these are detailed below.

- ***FEMA Staffing for Adequate Fire and Emergency Response (SAFER)***

  Website: https://www.fema.gov/grants/preparedness/firefighters/safer

  Description: The SAFER grants are a component of FEMA's Assistance to Firefighters Grants (AFG) program. These grants aim to help fire departments increase the number of "frontline firefighters." The goal is for fire departments to increase their staffing and deployment capabilities and ultimately attain 24-hour staffing, thus ensuring that their communities have adequate protection from fire and fire-related hazards. The SAFER grants support two specific activities: 1) hiring of firefighters, and 2) recruitment and retention of volunteer firefighters.

- ***FEMA Fire Prevention and Safety Grants (FP&S)***

  Website: https://www.fema.gov/grants/preparedness/firefighters/safety-awards

  Description: The FP&S grants are a component of FEMA's Assistance to Firefighters Grants (AFG) program. These grants provide funding for projects aimed at enhancing the safety of both the public and firefighters who may be exposed to fire and related hazards. The primary goal is to target high-risk populations and mitigate high incidences of death and injury. Examples of the types of projects supported by FP&S include fire-prevention and public-safety education campaigns, juvenile fire-setter interventions, media campaigns, and arson prevention and awareness programs. In fiscal year 2005, Congress reauthorized funding for FP&S and expanded the eligible uses of funds to include firefighter safety research and development.

FEMA – Building Resilient Infrastructure and Communities (BRIC) Grants

Website: https://www.fema.gov/grants/mitigation/building-resilient-infrastructure-communities

Description: BRIC supports states, local communities, tribes, and territories as they undertake hazard mitigation projects, reducing the risk they face from disasters and natural hazards. The BRIC program guiding principles are supporting communities through capability- and capacity-building; encouraging and enabling innovation; promoting partnerships; enabling large projects; maintaining flexibility; and providing consistency.

FEMA – Emergency Management Performance Grant (EMPG)

Website: https://www.fema.gov/grants/preparedness/emergency-management-performance

Description: The EMPG program funds state, local, tribal, and territorial emergency management agencies to create a safe and resilient nation. Its main objectives are to close capability gaps identified in the latest Stakeholder Preparedness Review (SPR) and to build or sustain high-priority capabilities identified through the Threat and Hazard Identification and Risk Assessment (THIRA)/SPR process. Program priorities are agreed upon by the grant recipient and Regional Administrator, based on national, state, and regional priorities.

FEMA – Fire Management Assistance Grant

Website: https://www.fema.gov/assistance/public/fire-management-assistance

Description: The Fire Management Assistance grant supports state, local, and tribal governments in mitigating, managing, and controlling fires on publicly or privately owned forests or grasslands that could result in a major disaster. The process begins when a state submits a request for assistance to

the FEMA Regional Director during a "threat of major disaster." Decisions are made within hours, ensuring an expedited response. To be eligible for a grant, a state must demonstrate that the total eligible costs for the declared fire meet or exceed either the individual fire cost threshold for single fires or the cumulative fire cost threshold for multiple smaller fires.

FEMA – Flood Mitigation Assistance Grant

Website: https://www.fema.gov/grants/mitigation/floods

Description: The Flood Mitigation Assistance Program is a competitive grant program that provides funding to states, local communities, federally recognized tribes, and territories. Funds can be used for projects that reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program. FEMA chooses recipients based on the applicant's ranking of the project and the eligibility and cost-effectiveness of the project.

FEMA – Hazard Mitigation Grant Program (HMGP)

Website: https://www.fema.gov/grants/mitigation/hazard-mitigation

Description: The HMGP provides funding to state, local, tribal, or territorial governments (and individuals or businesses if the community applies on their behalf) to rebuild with the intentions to mitigate future losses due to potential disasters. This grant program is available after a presidentially declared disaster.

FEMA – Hazard Mitigation Grant Program (HMGP) – Post Fire

Website: https://www.fema.gov/grants/mitigation/post-fire

Description: The HMGP Post Fire grant program aids communities in implementing hazard mitigation measures following a wildfire. Mitigation measures may include soil stabilization, flood diversion, and reforestation.

FEMA Regional Catastrophic Preparedness Grants

Website: https://www.fema.gov/grants/preparedness/regional-catastrophic

Description: The Regional Catastrophic Preparedness Grant program provides funding to increase collaboration and capacity regarding catastrophic incident response and preparation.

NRCS – Conservation Innovation Grants (CIG)

Website: https://www.nrcs.usda.gov/programs-initiatives/cig-conservation-innovation-grants

Description: The Conservation Innovation Grants State Component stimulates the development and adoption of innovative conservation approaches and technologies, leveraging federal investment for environmental enhancement alongside agricultural production.

NRCS – Emergency Watershed Protection (EWP) Program

Website: https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/landscape/ewpp/

Description: The program offers technical and financial assistance to help local communities relieve imminent threats to life and property caused by floods, fires, windstorms, and other natural disasters that impair a watershed. Eligible sponsors include cities, counties, towns, conservation districts, or any federally recognized Native American tribe or tribal organization. Interested public and private landowners can apply for EWP Program recovery assistance through one of those sponsors.

EWP Program covers the following activities:

- Debris removal from stream channels, road culverts, and bridges
- Reshape and protect eroded streambanks
- Correct damaged drainage facilities
- Establish vegetative cover on critically eroded lands
- Repair levees and structures
- Repair conservation practices

NRCS Environmental Quality Incentives Program (EQIP)

Website: https://www.nrcs.usda.gov/programs-initiatives/eqip-environmental-quality-incentives

Description: The Environmental Quality Incentives Program is a program aimed at helping farmers, ranchers, and forest landowners who own or rent agricultural land to implement practices and/or install measures to protect soil, water, plant, wildlife, and other natural resources while ensuring sustainable production on their farms, ranches, and working forest lands.

NRCS and USFS Joint Chiefs' Landscape Restoration Partnership

Website: https://www.nrcs.usda.gov/programs-initiatives/joint-chiefs-landscape-restoration-partnership

Description: The Joint Chiefs' Landscape Restoration Partnership program is a collaborative effort between the National Resources Conservation Service (NRCS) and the USFS aimed at enhancing the health and resilience of forested landscapes, encompassing National Forest System land and state, tribal, and private lands. This partnership involves working with agricultural producers, forest landowners, tribes, and public land managers to invest in large-scale conservation and restoration initiatives. The program addresses multiple objectives, including reducing wildfire risks to communities, safeguarding water quality and supply, and enhancing wildlife habitat for endangered species. In 2023, the U.S. Department of Agriculture (USDA) invested over $48.6 million in project coordinated through this program.

USDA Farm Service Agency – Emergency Conservation Program

Website: https://www.fsa.usda.gov/programs-and-services/conservation-programs/emergency-conservation/index

Description: The Emergency Conservation Program helps farmers and ranchers repair damage to farmlands caused by natural disasters and to help put in place methods for water conservation during severe drought. The program provides ranchers and farmers with funding and assistance to repair the damaged farmland or to install methods for water conservation.

USDA Farm Service Agency – Emergency Forest Restoration Program

Website: https://www.fsa.usda.gov/resources/disaster-assistance-program/emergency-forest-restoration

Description: The Emergency Forest Restoration Program assists owners of non-industrial private forests in restoring forest health after natural disasters by providing financial support. Administered by the local Farm Service Agency County Committee, the Emergency Forest Restoration Program

covers all disasters except drought and insect infestations. Eligible activities include debris removal, site preparation, replanting, and restoration of forest infrastructure. To qualify, the land must have existing tree cover and be owned by a non-industrial private entity.

USDA and U.S. Department of the Interior National Fire Plan (NFP)

Website: http://www.forestsandrangelands.gov/

Description: Many states are using funds from the National Fire Plan to provide funds through a cost-share program with residents to help them reduce the wildfire risk to their private property. These actions are usually in the form of thinning or pruning trees, shrubs, and other vegetation and/or clearing the slash and debris from this kind of work. Opportunities are available for rural, state, and volunteer fire assistance.

USFS – Community Wildfire Defense Grant (CWDG)

Website: https://www.fs.usda.gov/managing-land/fire/grants

Description: The Community Wildfire Defense Grant (CWDG) is a program aimed at assisting local communities and tribes within the WUI in their planning efforts to reduce wildfire risk. The USFS intends to do this through the implementation of three goals from the National Cohesive Wildland Fire Management Strategy: restoring and maintaining landscapes, creating fire-adapted communities, and improving wildfire response within the specific at-risk community. Grant funding of no more than $250,000 will be awarded for the development and revision of community wildfire protection plans, and no more than $10 million will be awarded for the implementation of projects outlined in community wildfire protection plans that are less than 10 years old. Communities, tribes, states, nonprofits, and Alaska Native Corporations are all considered eligible for this grant.

USFS – Federal Excess Personal Property (FEPP)

Website: https://www.fs.usda.gov/managing-land/fire/fepp

Description: The Federal Excess Personal Property (FEPP) program, established in 1956, facilitates the loan of USFS-owned property to State Foresters for wildland and rural firefighting. Initially, most of this property belonged to the Department of Defense (DoD). Once transferred to the USFS, it is then loaned to state cooperators to support firefighting efforts. State Foresters can further distribute this property to local departments, thereby enhancing local fire programs. The USFS and State Foresters have been actively participating in the FEPP program since its inception.

USFS – Landscape Scale Restoration Competitive Grant Program

Website: https://www.thewflc.org/landscape-scale-restoration-competitive-grant-program

Description: The Landscape Scale Restoration Competitive Grant Program supports collaborative, science-based restoration of key forest landscapes using public and private resources. Funded by the USFS, the program addresses priority challenges in western lands, emphasizing cross-boundary collaboration and coordination with other landscape-scale projects. Projects should align with State Forest Action Plans and other restoration strategies. The Western Forestry Leadership Coalition oversees the Landscape Scale Restoration grant process in the western United States, evaluating and scoring proposals from western states and Pacific Island territories, and forwarding approved recommendations to the USFS for funding consideration.

USFS – Urban and Community Forestry Program

Website: https://www.fs.usda.gov/managing-land/urban-forests/ucf

Description: USFS funding will provide for Urban and Community Forestry Programs that work with local communities to establish climate-resilient tree species to promote long-term forest health. The other initiative behind this program is to promote and carry out disaster risk mitigation activities, with priority given to environmental justice communities.

PRIVATE FUNDING INFORMATION

California Fire Foundation Grant Programs

Website: https://www.cafirefoundation.org/programs/fireprevention/

Description: The California Fire Foundation offers grant opportunities to fire departments, firefighter associations, and community-based organizations whose projects help address wildfire and disaster prevention, preparedness, relief, and recovery needs within the state of California. The California Fire Foundation directly supports high fire threat and/or under-resourced communities.

California Community Foundation – Wildfire Recovery Fund

Website: https://www.calfund.org/wildfirerecoveryfund/

Description: The Wildfire Recovery Fund supports intermediate and long-term recovery efforts for major California wildfires. The fund also supports wildfire prevention and preparedness efforts. Since 2003, the fund has granted more than $32 million to support relief and recovery efforts in the aftermath of destructive wildfires.

California Fire Safe Council – Grant Programs

Website: https://cafiresafecouncil.org/grants-and-funding/apply-for-a-grant/

Description: The California Fire Safe Council provides a range of federal, state, and private funding sources in addition to administering the U.S. Forest Service (USFS) State Fire Assistance Grant Programs.

COCO and USFS Action, Implementation, & Mitigation Program

Website: https://co-co.org/aim-grant/

Description: Coalitions and Collaboratives Inc., a Colorado nonprofit, developed the Action, Implementation, and Mitigation Program to enhance fire adaptation and reduce wildfire risk nationwide. The grant funds mitigation projects, equipment, personnel enhancements, and planning on non-federal lands. Applicants must contribute a 100% match, and funding may range from $10,000 to $75,000. The sponsored organization must have a nonprofit 501(c)(3) status or a fiscal sponsorship from a local government or other entity with nonprofit status.

EPA, NRCS, USFS, and Other Agencies U.S. Endowment for Forestry and Communities

Website: https://www.usendowment.org/funding-opportunities/

Description: The U.S. Endowment for Forestry and Communities collaborates with public and private sector partners to drive systemic, transformative, and sustainable change, enhancing the health and vitality of the nation's working forests and forest-reliant communities.

Esri Environmental Systems Research Institute, Inc. Grants

Website: https://www.esri.com/en-us/grant-programs

Description: Esri offers free software, hardware, and training bundles through Esri-sponsored grants for activities like conservation, education, and sustainable development. Additionally, they share non-Esri grant opportunities in categories such as agriculture, education, environment, fire, public safety, and more.

Factory Mutual Fire Prevention Grant Program

Website: https://www.fm.com/about-us/corporate-responsibility/fm-fire-prevention-grant-program

Description: The Factory Mutual Fire Prevention Grant Program provides financial support to fire departments, brigades, and various organizations to reduce fire risk. The grant funds a range of fire prevention, preparedness, and control efforts, including pre-incident planning, fire prevention education and training, and arson prevention and investigation. Organizations can apply for funding to support fire mitigation initiatives.

Leonardo DiCaprio Foundation Re:wild Grants

Website: https://www.rewild.org/

Description: The Leonardo DiCaprio Foundation supports global projects that build climate resiliency, protect vulnerable wildlife, and restore ecosystems and communities.

Firewise Communities Program

Website: http://www.firewise.org

Description: Firewise Communities offer various activities to help homeowners and neighborhoods become safer from wildfires at minimal cost. Community cleanup days, awareness events, and cooperative activities can be achieved through partnerships with neighbors, local businesses, and fire departments. The type of assistance needed will depend on identity, location, and objectives. Among the various activities that individuals and neighborhoods can pursue, the following often benefit from seed funding or external support:

- Thinning/pruning/tree removal/clearing on private property—particularly on very large, densely wooded properties
- Retrofitting home roofing or siding to noncombustible materials
- Managing private forest
- Community slash pickup or chipping
- Creation or improvement of access/egress roads
- Improvement of water supply for firefighting
- Public education activities throughout the community or region

First Nations Development Institute – Access to Ancestral Lands Grant Opportunity (AALG)

Website: https://www.firstnations.org/

Description: First Nations Development Institute, a Native-led nonprofit, aims to strengthen Indigenous economies and communities by investing in innovative institutions and models. Since

launching its national grantmaking program in 1993, it has managed 2,276 grants totaling over $46 million. The California Tribal Fund, a project of First Nations, supports California Native–led nonprofits and tribal programs in protecting their food systems, water, languages, traditional ecological knowledge, and land.

NFF Matching Awards Program

Website: https://www.nationalforests.org/grant-programs/

Description: The National Forest Foundation's Matching Awards Program provides funds for on-the-ground projects benefitting America's National Forests and Grasslands. The program pairs federal funds from the USFS with non-federal dollars raised by recipients to implement stewardship projects.

Patagonia Environmental Grants and Support

Website: https://www.patagonia.com/how-we-fund/

Description: Patagonia supports innovative initiatives tackling the root causes of the environmental crisis, focusing on protecting the environment and affected communities. Efforts concentrate on areas connected to Patagonia's outdoor recreation network and retail stores, nationally and internationally.

State Farm Good Neighbor Citizenship (GNC) Grants

Website: https://www.statefarm.com/about-us/corporate-responsibility/community-grants/good-neighbor-citizenship-grants

Description: State Farm funds initiatives directed at:

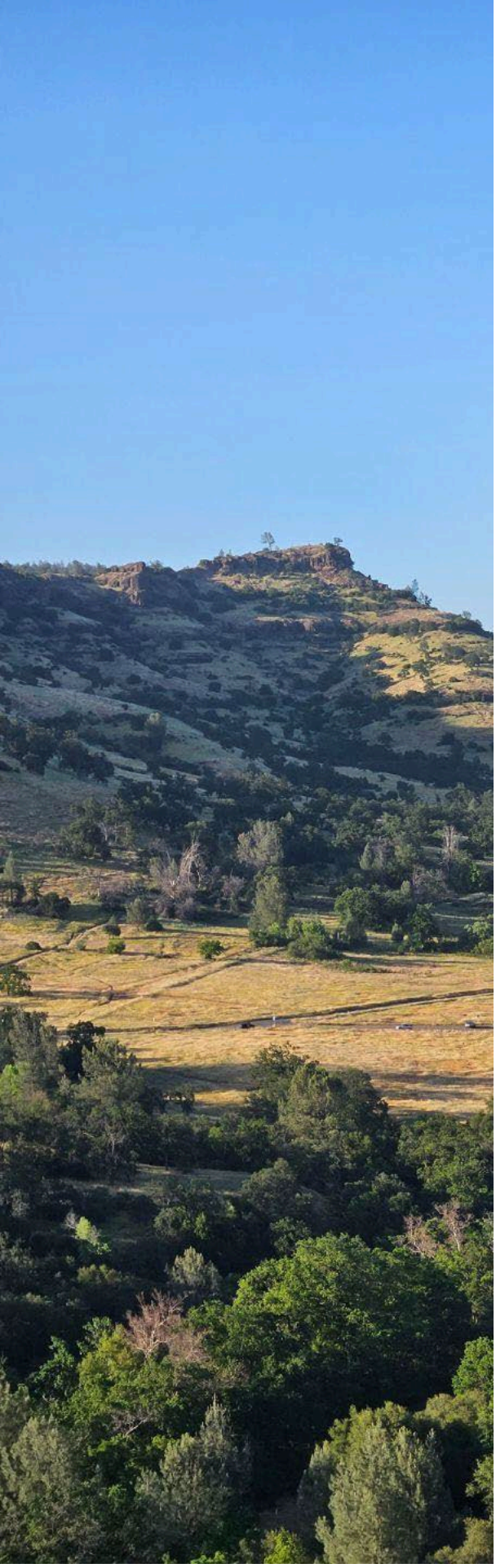
- Auto and roadway safety
- Teen driver education
- Home safety and fire prevention
- Disaster preparedness
- Disaster recovery

OTHER FUNDING INFORMATION

The following resources may also provide helpful information for funding opportunities:

- Insurance Services Office Mitigation Online (town fire ratings): http://www.isomitigation.com/
- National Fire Protection Association: http://www.nfpa.org
- National Interagency Fire Center, Wildland Fire Prevention/Education: https://www.nifc.gov/fire-information/fire-prevention-education-mitigation
- USDA Information Center: https://www.nal.usda.gov/main/information-centers
- U.S. Forest Service Fire Management website: https://www.fs.usda.gov/managing-land/fire
- U.S. Fire Administration: https://www.usfa.fema.gov/index.html
- Western Forestry Leadership Coalition: https://www.thewflc.org/

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APPENDIX F:

Homeowner Actions and Resources

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HOMEOWNER ACTIONS AND RESOURCES

With adequate resources, homeowners may have the ability to significantly reduce wildfire risk through practical measures such as home hardening, which aims to reduce a home's ignitability, and by creating defensible space throughout the property and within the home ignition zone, preventing the likelihood of flames and embers reaching and igniting structures. The following includes comprehensive guidance on building resilient communities by creating defensible space; hardening the home and surrounding property to wildfire impacts; utilizing local, state, and national resources; and preparing the household for potential evacuation. Financial constraints and the complexity of mitigation can often pose significant obstacles for homeowners, so included are several resources and recommendations at varying levels of effort designed to support these actions.

DEFENSIBLE SPACE

The definition of defensible space via state and local codes, its maintenance by property owners, and enforcement by fire agencies as needed is a common part of wildfire risk mitigation. The California Board of Forestry and Fire Protection issued General Guidelines for Creating Defensible Space in 2008, which included required vegetation clearance from 0 to 30 feet around structures and vegetation thinning from 30 to 100 feet around buildings and structures within all State Responsibility Areas as well as all Very High Fire Hazard Severity Zones within Local Responsibility Areas. The Public Resources Code was amended in January 2021 to require an ember-resistant zone within 5 feet of the home/structure after January 2023 (CAL FIRE 2022d).

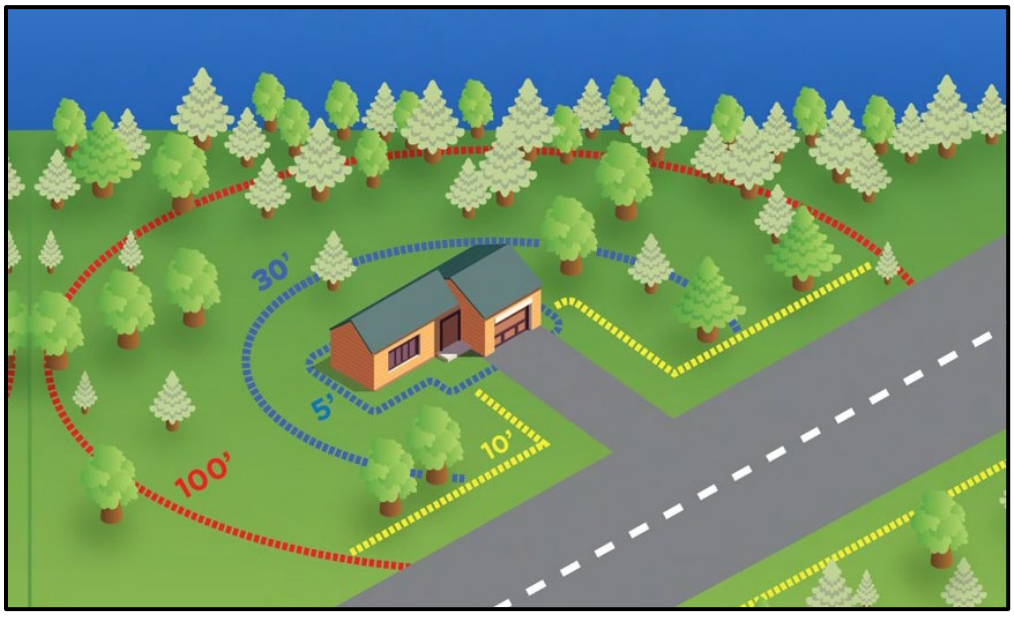


Figure F.1. Defensible space zones providing clearance between a structure and adjacent woodland or forest fuels.
Source: Direct communication, CAL FIRE, 2025.

Chapter 38A of the Butte County Code requires 100 feet of defensible space around all buildings, including buildings on adjacent parcels, divided into three zones: Zone 0 (0–5 feet), Zone 1 (5–30 feet), and Zone 2 (30–100 feet) (Figure F.1). Each zone has specific guidelines to minimize fire risk, such as using noncombustible materials close to structures, maintaining low vegetation, and ensuring proper

spacing between trees and shrubs (Be Ready, Butte 2024). Additionally, Chapter 38A requires property owners to ensure there is 100 feet of clearance for structures on neighboring properties if the 100-foot area extends onto the neighboring property. It also requires clearance of undeveloped parcels, with treatment of the entire parcel required for smaller parcels and a perimeter buffer required for larger parcels.

For inquiries about the Butte County Defensible Space Guidelines and their application to individual properties, property owners can visit the Be Ready, Butte website at https://bereadybutte.com and https://www.buttecounty.net/587/Defensible-Space.

Effective defensible space is an essentially fire-free zone adjacent to the home, a treated secondary zone that is thinned and cleaned of surface fuels, and (if the parcel is large enough) a transitional third zone that is basically a managed forest. These components work together in a proven and predictable manner. Zone 0 keeps fire from burning directly to the home; Zone 1 reduces the adjacent fire intensity and the likelihood of torching, crown fire, and ember production; and Zone 2 does the same at a broader scale, keeping the fire intensity lower by maintaining a more natural, historic condition.

It should be emphasized that defensible space allows firefighters to work effectively and with some degree of safety to defend structures. While defensible space may increase a home's chance of surviving a fire on its own, a structure's survival is not guaranteed, with or without firefighter protection. Nevertheless, when these principles are consistently applied across a neighborhood, everyone benefits. The three zones for defensible space actions are described below (Butte County n.d.c; CAL FIRE 2022d):

Zone 0 – Immediate Zone, Ember Resistant**:** Zone 0 has been proven to be the most important defensible space zone for protecting a home against wildfire. This zone consists of the immediate area around a home and is defined as 0 to 5 feet from the property structure, including areas under and around all structure attachments, such as sheds or decks. Zone 0 requires the most stringent wildfire fuel reduction methods as actions taken within this zone can directly influence whether a structure ignites. Recommendations for treating Zone 0 include (Butte County n.d.c; CAL FIRE 2022d):

- Landscaping materials that are likely to be ignited by embers should not be within Zone 0. This includes, but is not limited to, grass, ornamental or native plants, shrubs, and combustible mulches including bark and woodchips. One acceptable alternative would be to use gravel in these areas.
    - Exception: Plants in pots are allowable if they are in areas that are not directly beneath, above, or adjacent to a window; are kept in an unaffixed, noncombustible pot or container that is no larger than 5-gallon capacity; and set apart by 1.5 times the height of the plant or 12 inches, whichever is greater, from the structure and each other. These plants shall be no greater than 18 inches in height. Dead or dying material on the plants shall be removed.
- Clear all dead and dying debris from around a structure, including branches, dead leaves, pinecones, pine needles, grasses, and shrubs. Remember to check areas where the debris can accumulate, such as gutters, stairways, porches, and roofs.
- Clear all branches or vegetation within 10 feet of any chimney or stovepipe outlet.
- Vegetation within Zone 0 should be limited to non-woody, high-moisture, low-growing species that are well maintained and thoroughly watered
- Trees are not recommended in Zone 0.
- Items that are likely to be ignited by embers are not recommended, including but not limited to combustible boards, timbers, firewood, synthetic lawn, attached window boxes, and trellises.

- Combustible gates that are directly attached to a building or structure are not recommended.
- Fences that are directly attached to a building or structure should have a 5-foot noncombustible span at the point of attachment.
- Outbuildings are not recommended in Zone 0, unless constructed according to the standards in Chapter 7A.
- Limit the use of combustible materials, such as outdoor furniture, on decks or patios.
- Relocate firewood or lumber to Zone 2.
- Replace structures attached to a home, such as fencing or gates, with noncombustible materials.
- If possible, keep garbage receptacles outside of Zone 0.
- If possible, keep all vehicles, boats, all-terrain vehicles, and any other machines outside of Zone 0.

Zone 1 – Intermediate Zone, Clean and Green: Zone 1 consists of the first 30 feet from structures, including home, decks, garages, etc. Under Butte County's Chapter 38A, Zone 1 is 30 feet around all structures, regardless of the property line. This zone features fuel reduction efforts and serves as a transitional area between Zones 0 and 2. Recommendations for treating Zone 1 include (Butte County n.d.c; CAL FIRE 2022d):

- Remove all dead and dying vegetation, including vegetation debris such as leaf litter. Be sure to check the roof and gutters as well.
- Maintain a minimum buffer of 10 feet between a chimney and any vegetation, including dead or overhanging branches. Be sure to remove all branches that hang over the roof.
- Maintain trees by trimming them regularly and keeping a minimum 10-foot buffer between tree canopies.
- Relocate fire or lumber to Zone 2.
- Trim or remove any flammable vegetation near windows.
- Remove any items or vegetation that could catch fire and ignite other property structures, such as vegetation under decks or stairs.
- Separate any items that could ignite, such as trees, shrubs, swing sets, patio furniture, etc.

Zone 2 – Extended Zone, Reduced Fuel: This zone encompasses an area 30 feet from a structure out to 100 feet, including any portion of this area that is on a neighboring parcel. This zone addresses fuel reduction to prevent wildfires from spreading. Recommendations for treating Zone 2 include (Butte County n.d.c; CAL FIRE 2022d):

- Maintain all grasses to reach a maximum height of 4 inches.
- For shrubs or trees, maintain a distance between plants of at least two times a plant's size. Additional space between vegetation is needed for properties on slopes.
    - Flat to mild slope (less than 20%): Minimum distance of 10 feet between trees and two times the size of other plants. Example: For shrubs 2 feet in diameter, at least 4 feet are needed between shrubs.
    - Mild to moderate slope (20%–40%): Minimum distance of 20 feet between trees and four times the size of other plants. Example: For shrubs 2 feet in diameter, at least 8 feet are needed between shrubs.

  - Moderate to steep slope (greater than 40%): Minimum distance of 30 feet between trees and six times the size of other plants. Example: For shrubs 2 feet in diameter, at least 12 feet are needed between shrubs.

- Create vertical space between vegetation by clearing all branches at least 6 feet from the ground for isolated trees, or for trees with nearby shrubs, clear at least 3 times the shrub height.
  - Example: A 4-foot shrub is growing near a tree; a clearance of 12 feet (3 × 4 feet) is needed between the top of the shrub and the lowest tree branch.
- Vegetation debris such as dead leaves, branches, twigs, pinecones, etc., may be allowed up to 3 inches in depth. However, it is best to remove vegetation debris.
- All wood or lumber piles must have a 10-foot buffer of bare mineral soil in all directions; no vegetation is allowed.

In addition to the recommendations listed above, CAL FIRE requires maintaining a clearance zone of 10 feet around any outbuildings or liquid propane gas storage tanks, and an additional 10-foot clearance zone with no flammable vegetation (CAL FIRE 2022d). Butte County requires the following for travel ways and undeveloped property (Butte County n.d.c):

- **Travel ways**
  - Create a minimum 10-foot buffer on both sides of the travel way.
  - Trim all overhanging tree branches to a minimum height of 14 feet.
  - Remove all dead vegetation within 10 feet of the roadside.
- **Undeveloped Properties**
  - Property owners must comply with defensible space and fuel reduction requirements to avoid violations.
  - It is not permitted to allow an accumulation of combustible material, dead or dying trees, or green waste on an improved or unimproved parcel's property line when it encroaches on the 100-foot defensible space requirements of a structure or building on the adjacent property.
  - Parcels greater than 1.25 acres in a sphere of influence require a 30-foot firebreak along the parcel line.
  - Parcels less than 1.25 acres in a sphere of influence require clearance on the entire parcel.

HOME HARDENING

To safeguard your home from embers during wildfires, it is crucial to recognize that exterior vegetation is not the sole source of fuel for these embers. Wildfires can spread between structures and wildland vegetation or from structure to structure. Houses that are close together may find that hardening their home is the most effective option if there aren't options to manage exterior vegetation. Fortifying or retrofitting your home serves as a strong defense against ember intrusion. To effectively mitigate a home from wildfire, use fire-resistant building materials, perform regular maintenance, and address potential ignition points caused by embers (Sustainable Defensible Space 2024). Further information and instructions surrounding building resilience for each component of your home are outlined below.

For more information and additional components surrounding home hardening activities for increasing wildfire resilience, reducing structural ignitability, and preparing for wildfires, please visit: https://wildfireprepared.org/.

Further, the Be Ready, Butte "Harden Your Home" webpage has information and additional documents that identify low-cost options, retrofit guidance, personalized home-hardening opportunities. The webpage can be accessed through the following link: https://bereadybutte.com/harden-your-home/

Upgrading Components to Reduce Structural Ignitability

Roof

> "The most exposed, fire-vulnerable part of your home." – Be Ready, Butte

The roof is identified as the most vulnerable component during wildfires as it is most likely to ignite due to embers. Complex roofs present issues due to greater exposed surface area and pockets where embers can accumulate. Evaluating the vulnerability of the roof is important for new homes or remodeling projects and proper maintenance is critical to reduce the ignition risk. It is also imperative to remove accumulated leaves and other debris from your roof.

Upgrading an existing structure's roof with Class A rated fire-resistant material such as metal, composition, clay, or tile is recommended. Blocking spaces between roof decking and covering chimneys with noncombustible screens are good steps to reduce ignitability. Chimney openings can allow embers to enter or exit the home and should be covered with metal screening. Eaves are easily overlooked and should be boxed in with flat underboards made from noncombustible materials. Lastly, regular maintenance and professional inspections ensure a home's resilience to ember intrusion and wildfire exposures (Be Ready, Butte 2024; Sustainable Defensible Space 2024).

Gutters

> "Clean them or close them" – Be Ready, Butte

Dry debris left in gutters, when ignited by embers, can lead to flames reaching the roof edge and adjacent siding. If upgrades to the gutter system are not possible then cleaning gutters annually is still effective in reducing wildfire ignitions.

If upgrades are possible, installing noncombustible leaf guards over gutters, using noncombustible materials for gutters and downspouts (such as galvanized steel, copper, and aluminum), and incorporating a drip edge are all recommended actions to minimize ignitability. The drip edge serves the dual purpose of protecting the roof edge from flaming exposures and minimizing ember entry into roof undersides by blocking gaps between the roof sheathing and the top of the fascia (Be Ready, Butte 2024; Sustainable Defensible Space 2024).

Vents

> "Open vents are open invitations to flying embers." – Be Ready, Butte

Roof vents, vital for attic air circulation and moisture control, are highly vulnerable to flames and embers. CA Building Code 7A requires vents to be covered with a noncombustible, corrosion resistant mesh with a minimum opening of 1/16-inch (1.6 mm) and shall not exceed 1/8-inch (3.2 mm) in diameter.

While shutters and metal screens help prevent ember entry, they don't fully protect against wildfire-generated hot gases. Additional protection involves considering fire dampers in HVAC ducts, which automatically close in high heat. For existing construction, reducing vulnerability to wildfires and embers requires retrofitting the structure with ember-resistant vents (Be Ready, Butte 2024; Sustainable Defensible Space 2024).

Walls, Sidings, Coatings

"Most common home siding burns easily." – Be Ready, Butte

Exterior walls are vulnerable to direct flames, conductive heat, and radiant heat. Solid wood and wood composite wall coverings can ignite leading to fire potentially spreading to other components and causing substantial damage. Windborne embers and firebrands are common ignition sources trapped in wall cracks. Ensure that the siding has continuous coverage along the entire structure, from the foundations to the roof. Recommended materials include concrete, fiber-cement panels, pressure-impregnated fire retardant–treated wood, traditional stucco, masonry, and metals. Materials to avoid are non-treated wood siding and vinyl siding.

For upgraded construction, using nonflammable materials to replace current coverings and removing combustible debris in proximity to exterior walls on a regular basis are both recommended (Be Ready, Butte 2024; Sustainable Defensible Space 2024).

Fences and Decks

"Attached fencing invites fire…[Decks] count as part of your house too" – Be Ready, Butte

Wooden fences and decks can ignite and spread fire to the home. If upgrades are not possible, it is recommended to keep fencing separate from the house or other structures on the property. For fencing that must be attached to the structure, metal plating at the fence-wall connection is suggested, but long-term moisture-related issues may arise. Fences and decks built within 10 feet of the home should be constructed from fire-resistant materials. Ground space beneath deck should be cleared of combustible materials and covered with gravel or another non-ignitable surface. Openings beneath the deck should be covered with metal mesh (Be Ready, Butte 2024; Sustainable Defensible Space 2024).

Windows

"Heat alone can break them and let fire inside." – Be Ready, Butte

Windows, sliding glass doors, and skylights play a crucial role in preventing the ignition of a home's interior due to windborne embers, hot gases, and radiant heat. The recommendations for new constructions include using tempered glass with low-e coatings or proprietary reflective coatings, insulated glazing units, and solid metal frames. Screen working windows to increase ember resistance and reduce radiant heat.

California Residential Code requires windows in new construction to be multipaned with one tempered pane and meet requirements of National Fire Protection Association (NFPA) 257 or SFM 12-7A-2 (California Residential Code R377.8.2.1). When upgrading existing construction, it is recommended to replace susceptible windows, door vision panels, sliding glass doors, and skylights with fire-resistant materials in accordance with the previously mentioned recommendations (Be Ready, Butte 2024; Sustainable Defensible Space 2024).

Doors and Garages

> "Think of [the garage] as your car's bedroom." – Be Ready, Butte

Safeguarding exterior doors, including garage doors, against ember intrusion or radiant heat is crucial in areas with increased wildfire hazard. Installing adjustable weatherstripping and an automatic door bottom or threshold weatherstripping enhances protection. Insulated, metal garage doors with tested weatherstripping and noncombustible exterior trim further fortify the structure.

When upgrading existing construction, reinforcing existing doors, upgrading sliding glass doors, and replacing wooden garage doors is recommended to increase the resilience of the home's openings and reduce heat transmission (Be Ready, Butte 2024; Sustainable Defensible Space 2024).

PUBLIC EDUCATION AND OUTREACH PROGRAMS



CAL FIRE and the Insurance Institute for Business & Home Safety (IBHS) collaborated on a demonstration burn to give the public a visual of how important it is to include a noncombustible 5-foot buffer, known as Zone 0, around a home or business (photo date: 9/19/23).
Photo Credit: CAL FIRE

LOCAL RESOURCES AND PROGRAMS

Fire Safe Councils

There are multiple fire safe councils in Butte County (Figure F.2). Each has its own initiatives, priorities, and programs. The sections below were developed from available information.

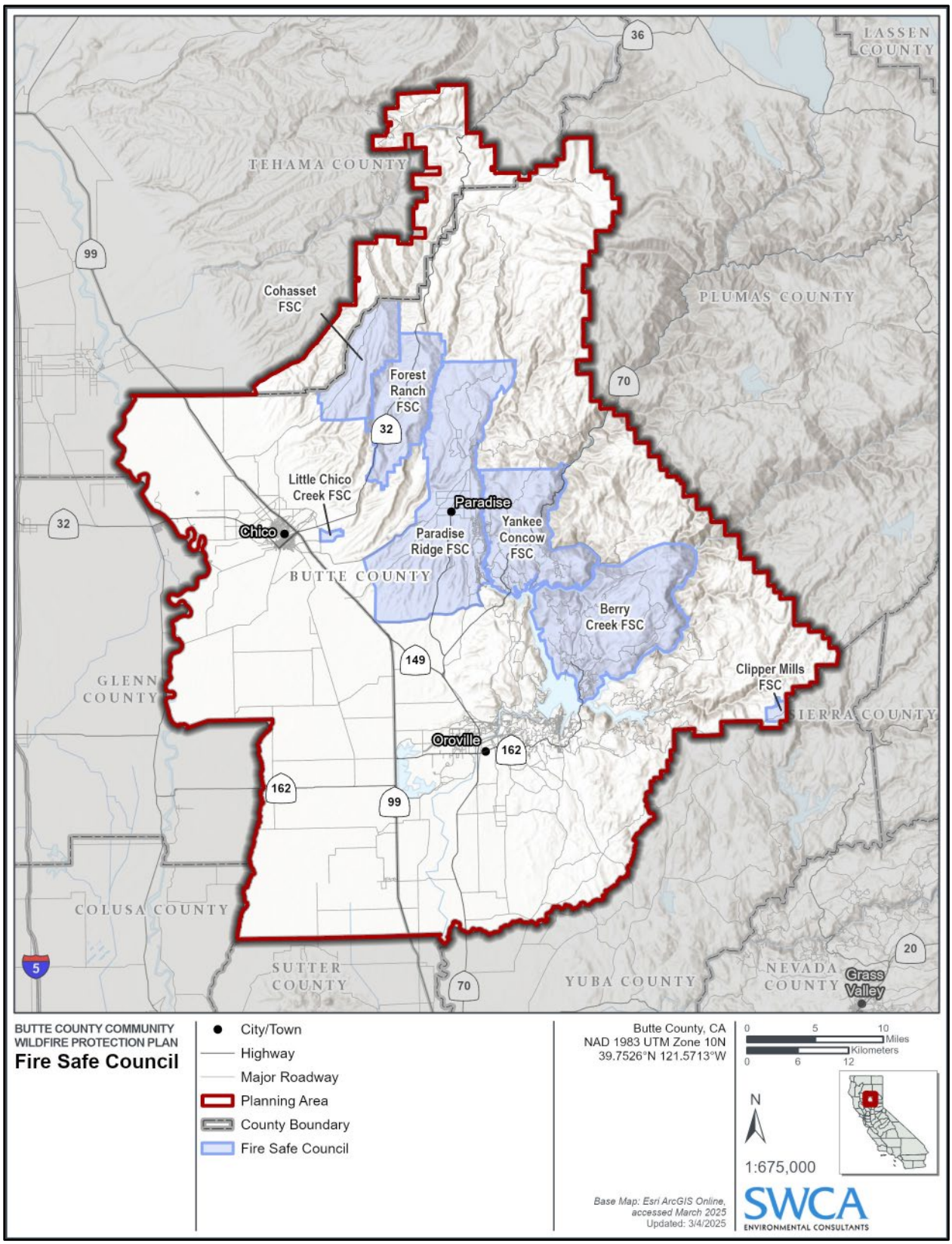


Figure F.2. Fire safe councils in Butte County.

Butte County Fire Safe Council

The Butte County Fire Safe Council (BCFSC) is a 501(c)3 nonprofit community organization that is funded by grants and community donations. Established in 1998, the council mobilizes Butte County residents to create fire-resistant and resilient communities within a wildfire-prone landscape (BCFSC 2024).

Key programs include:

- **Borrow a Weed Wrench**: The BCFSC provides weed removal tools to qualified applicants. This program helps community members create defensible space around buildings and structures.
- **Chipper Program**: A community chipping initiative that assists qualified applicants in maintaining defensible space by processing or disposing of vegetative materials such as brush and tree branches.
- **Grazing Management Plan**: In collaboration with long-term goat grazing contractors, the BCFSC targets large land parcels to reduce vegetation fuel loads in high-risk areas. Interested landowners can apply to have goats on their property by contacting the BCFSC directly.
- **Youth Education**: The council offers various youth education and outreach programs, aimed at teaching local communities about the impacts of wildfire and promoting mitigation practices that increase fire resistance and resilience.

For additional information on BCFSC's local programs, please visit the Butte County Fire Safe Council website.

Yankee Hill Fire Safe Council

The Yankee Hill Fire Safe Council (YHFSC) is a 501(c)(3) nonprofit organization that has served the communities of Concow and Yankee Hill for over 25 years, dedicated to protecting lives, properties, and natural landscapes. Through events and programs, YHFSC connects with residents, provides resources, and collaborates on local initiatives like evacuation plans, Emergency Radio Station AM 1630, and resource signs for public safety. Yankee Hill has also been recognized as a Firewise Community, emphasizing their proactive stance on wildfire risk reduction (Yankee Hill Fire Safe Council 2020).

Key programs include:

- **Defensible Space and Fuel Reduction:** YHFSC coordinates fuel reduction projects to protect lives and property and support safe evacuation routes, assembly points, and firebreaks.
- **Education and Training:** Programs equip residents with practical knowledge on wildfire preparedness and response, helping families make informed decisions in emergencies.
- **Post-Fire Assistance:** YHFSC is actively involved in fire recovery, providing resources for housing, sanitation, food, supplies, erosion control, debris removal, and replanting.

For additional information on YHFSC's local programs, please visit the Yankee Hill Fire Safe Council website.

Paradise Ridge Fire Safe Council

The Paradise Ridge Fire Safe Council (PRFSC) is a 501(c)(3) nonprofit organization focused on promoting wildfire preparedness, risk awareness, and fuel reduction efforts. Through educational programs and community initiatives, PRFSC helps residents create defensible space, plan for

emergencies, and implement wildfire mitigation strategies. PRFSC collaborates closely with BCFSC to strengthen regional resilience and address the unique needs of Paradise Ridge residents (PRFSC 2024).

Key programs include:

- **Chipper Program:** Offers no-cost chipping for vegetative fuels. Brush must be stacked per guidelines along accessible roadways. The service depends on grant funding.
- **Youth Education Programs:** PRFSC offers engaging programs and resources for young residents, including classroom presentations, mentorship activities, and storybooks designed to teach wildfire safety and preparedness.
- **Weed Wrench Loan Program**: Provides free weed wrenches for removing fire-prone invasive plants like broom. Requires a photo ID and volunteer hours tracking. Tools can be borrowed for up to two weeks, with extensions available if no waiting list exists.
- **Ready's Happy Habitat:** A quarterly award recognizing homes with wildfire-resilient design or landscaping. Winners receive a certificate, lawn sign, and a visit from Wildfire Ready Raccoon, with nomination videos produced by BCFSC.

For additional information on PRFSC's local programs, please visit the Paradise Ridge Fire Safe Council website.

Forbestown Ridge Fire Safe Council

The Forbestown Ridge Fire Safe Council (FRFSC) is a dedicated community organization working to strengthen wildfire preparedness and resilience in the Forbestown Ridge area. The FRFSC was formed as a response to the increasing risk of wildfire, catalyzed by concerned community members who recognized the need for proactive measures. This grassroots council is composed of local residents, volunteers, and regional stakeholders focused on reducing fire hazards and promoting fire-safe practices.

The council actively collaborates with local fire officials and other agencies to develop and implement projects tailored to the unique needs of Forbestown Ridge. Through outreach and education, the FRFSC encourages homeowners to engage in wildfire preparedness activities and equips them with the knowledge and resources needed to enhance their properties' fire resilience. Their initiatives include community meetings, training workshops, and access to valuable resources on defensible space, fuel reduction, and emergency planning (California Land Conservation Assistance Network 2022).

For additional information on FRFSC's local programs, please visit the Forbestown Ridge Fire Safe Council website.

Berry Creek Fire Safe Council

The Berry Creek Fire Safe Council serves the community of Berry Creek, located east of Lake Oroville in Butte County. Dedicated to community safety, the council provides vital resources and updates to help residents prepare for wildfire risks. During wildfire events, residents can access current information regarding fire status, evacuation orders, and traffic updates through the council's website and local radio station, AM 1250. In addition, the Berry Creek Fire Safe Council connects the community with essential emergency resources, including Butte County Fire, CAL FIRE, U.S. Forest Service, and the Office of Emergency Services, to ensure fast, accurate information is readily available (Berry Creek Fire Safe Council 2024).

For additional information on local resources and fire information, visit: https://berrycreekca.org/fire_information.html.

Be Ready, Butte

"Be Ready, Butte" is an essential wildfire preparedness initiative for Butte County homeowners, offering resources to protect homes and ensure personal safety. It emphasizes creating defensible space, home hardening, and having evacuation plans in place. With actionable guides on preparing Go Bags for family and pets, identifying evacuation zones, and maintaining defensible space, the program empowers residents to proactively mitigate wildfire risks. To learn more and access key resources, visit the following webpage: https://bereadybutte.com/.

The Be Ready, Butte "Wildfire Preparedness for 4th Grade Students in Butte County" program teaches essential wildfire safety measures over 5 days. Day 1 covers evacuation procedures and meetup locations. Day 2 focuses on identifying flammable materials. Day 3 highlights the importance of keeping the first 5 feet around homes clear of fire fuels. Day 4 emphasizes preparing a Go Bag for all family members and pets. Day 5 teaches the effective use of fire extinguishers. Through activities, videos, and worksheets, students learn how to protect themselves and their homes from wildfires. More information, as well as take home worksheets are available here: https://bereadybutte.com/youthprogram/.

Butte Prescribed Burn Association

The Butte Prescribed Burn Association (Butte PBA) is a program of the Butte County Resource Conservation District. The PBA helps landowners who are interested in using beneficial fire as a tool on their own land. It assists landowners with understanding whether fire is the right tool for their land, identifying burn units, writing a burn plan/prescription, monitoring weather, obtaining permits, and everything else a landowner needs to become a skilled fire practitioner. Furthermore, the Butte PBA offers free training to anyone who wants to learn to use fire safely (landowner or not). Anyone can volunteer with the Butte PBA (no experience necessary); beginners will be paired with experienced mentors dedicated to deepening Butte County's local culture of "good fire."

The PBA also works closely with various partners, including CAL FIRE, fire safe councils, and local ecological reserves, to enhance the region's fire resilience. Since its inception, the association has successfully conducted numerous training burns and workshops, engaging hundreds of local residents in hands-on fire management activities. These efforts have not only reduced fuel loads on strategic acres but also built a capable workforce of local fire practitioners. By fostering a culture of "good fire," the PBA aims to mitigate the impacts of wildfires, protect watersheds, and preserve the natural and cultural heritage of Butte County (Butte County RCD 2024a).

For more information about the Butte County PBA and to learn how you can reduce hazards in your neighborhood, please visit the following link: https://www.bcrcd.org/prescribed-burn-association.

STATE RESOURCES AND PROGRAMS

Wildfire Home Retrofit Guide

The Wildfire Home Retrofit Guide provides homeowners and building professionals with recommendations on retrofitting homes to withstand wildfires. It focuses on hardening vulnerable home components like roofs, vents, decks, and siding while emphasizing defensible space in three key zones around the home. To view the guide visit the following link: https://readyforwildfire.org/wp-content/uploads/2024/03/wildfire-home-retrfito-guide-1.26.21.pdf.

CAL FIRE Ready, Set, Go!

The CAL FIRE "Ready, Set, Go!" program is a three-step plan designed to help California residents prepare for wildfires. To learn more about this three-step wildfire preparation plan, visit the following website: https://readyforwildfire.org/prepare-for-wildfire/.

Housing Assistance

The California Office of Emergency Services provides housing assistance to individuals affected by wildfires, offering temporary housing solutions, financial aid for housing repairs, and rental assistance to those displaced by wildfire damage. For more information on available housing assistance programs, visit the California Governor's Office of Emergency Services Wildfire Recovery page here: https://wildfirerecovery.caloes.ca.gov/general-info/housing-assistance/.

California Wildfire Mitigation Discount Program

The California Wildfire Mitigation Discount Program offers eligible homeowners and condo policyholders discounts on their insurance if they take specific wildfire mitigation actions. For more information and to access informational resource such as frequently asked questions, access the following website: https://www.horacemann.com/insurance/homeowners-insurance/wildfire-discounts.

California Wildfire Mitigation Program

The California Wildfire Mitigation Program was established to enhance community resilience against wildfires through home hardening and defensible space creation, focusing on areas at high wildfire risk. Developed through a partnership between the California Governor's Office of Emergency Services and CAL FIRE, the program was initiated under Assembly Bill 38 in 2019. For more information on the program and to explore additional resources, access the following California Wildfire Mitigation Program webpage here: https://www.caloes.ca.gov/office-of-the-director/operations/recovery-directorate/hazard-mitigation/california-wildfire-mitigation-program/.

California Department of Insurance Safer from Wildfires Program

The California Department of Insurance's Safer from Wildfires Program provides homeowners with information on home hardening measures that qualify for discounted insurance rates and references 10 steps that homeowners can take, each providing insurance discounts so that homeowners can save more as they complete each step. For more information on the program and to explore resources, access the following website: https://www.insurance.ca.gov/01-consumers/200-wrr/Safer-from-Wildfires.cfm.

NATIONAL PROGRAMS

Ready, Set, Go!

The Ready, Set, Go! Program, which is managed by the International Association of Fire Chiefs, was launched in 2011 at the wildland-urban interface (WUI) conference. The program seeks to develop and improve the dialogue between fire departments and residents, providing teaching for residents who live in high-risk wildfire areas—and the WUI—on how to best prepare themselves and their properties against fire threats (International Association of Fire Chiefs 2021). Butte County utilizes the Ready, Set, Go! Program for their public outreach with a focus on making communities "fire adapted."

The tenets of Ready, Set, Go! as included on the website (http://www.wildlandfirersg.org) are:

Ready – Take personal responsibility and prepare long before the threat of a wildland fire so your home is ready in case of a fire. Create defensible space by clearing brush away from your home. Use fire-resistant landscaping and harden your home with fire-safe construction measures. Assemble emergency supplies and belongings in a safe place. Plan escape routes and ensure all those residing within the home know the plan of action.

Set – Pack your emergency items. Stay aware of the latest news and information on the fire from local media, your local fire department, and public safety.

Go – Follow your personal wildland fire action plan. Doing so will not only support your safety but will allow firefighters to best maneuver resources to combat the fire.

National Fire Protection Association

The National Fire Protection Association (NFPA) is a global nonprofit organization devoted to eliminating death, injury, property, and economic loss due to fire, electrical, and related hazards. Its 300 codes and standards are designed to minimize the risk and effects of fire by establishing criteria for building, processing, design, service, and installation around the world.

The NFPA develops easy-to-use educational programs, tools, and resources for all ages and audiences, including Fire Prevention Week, an annual campaign that addresses a specific fire safety theme. The NFPA's Firewise Communities program (www.firewise.org) encourages local solutions for wildfire safety by involving property owners, community leaders, planners, developers, firefighters, and others in the effort to protect people and property from wildfire risks.

The NFPA is a premier resource for fire data analysis, research, and analysis. The Fire Analysis and Research Division conducts investigations of fire incidents and produces a wide range of reports and special studies that cover a broad spectrum of fire safety–related topics .

U.S. Fire Administration's Wildland-Urban Interface Toolkit

The U.S. Fire Administration is an entity of FEMA that aids in the preparation for and response to fire. Their wildland-urban interface toolkit consists of a list of websites and other information regarding risk assessments, public outreach, and community training. Find the toolkit here: https://www.usfa.fema.gov/wui/.

Wildfire Research Center (WiRē)

Wildfire Research Center (WiRē) is a nonprofit organization that works with local wildfire services to achieve community-tailored pathways that reduce risk to wildfire while simultaneously promoting pathways to fire adaptation.

To achieve its goals and serve communities, WiRē will typically conduct a "rapid wildfire risk assessment," which assesses what contributes to wildfire risk, such as building materials, vegetation near homes, background fuels, local topography, and access to emergency fire services. Additionally, they also conduct social surveys, assessing residents' perceptions about wildfire, wildfire risk, risk mitigation behavior, and their willingness to take action to reduce wildfire risk.

For more information, please visit https://wildfireresearchcenter.org/.

National Interagency Fire Center

The National Interagency Fire Center (NIFC) provides a wide array of fire resources and services. The NIFC offers communication assistance to many firefighters and major events at one given time (NIFC 2022). In addition, NIFC's Predictive Services Group creates wildfire forecasts and predictions from fuel and weather data. The NIFC has a network of weather stations that help inform the Predictive Services Group.

The National Wildfire Coordinating Group (NWCG), which is nested under the NIFC, provides operational coordination to federal, state, local, tribal, and territorial partners (NWCG 2024). The NIFC also has a training branch where training curriculums are developed to be used across the nation. For those too young to participate in the standard trainings, the NIFC offers FireWorks, an educational program designed for kids K-12. The program teaches children topics such as wildland fire science, ecosystem fluctuations, human interaction with the environment, and other environmental science topics. The NIFC also provides public education resources:

- Wildfire Readiness – Home (https://disastersafety.org/wildfire/wildfire-ready/)
- Wildfire Readiness – Business (https://disastersafety.org/wildfire/wildfire-ready-business/)
- Wildfire Readiness – Farm and Ranch (https://disastersafety.org/wildfire/farm-and-ranch-wildfire-guidance/)
- Weekend Wildfire Preparedness (https://disastersafety.org/wildfire/weekend-wildfire-preparedness-projects/)
- What to Do if a Wildfire is Approaching (https://disastersafety.org/wildfire/what-to-do-if-a-wildfire-is-approaching/)
- Wildfire Risk – Community (https://wildfirerisk.org/reduce-risk/)
- Prepare and Protect Your Home (https://www.nifc.gov/fire-information/fire-prevention-education-mitigation/wildfire-mitigation/home)
- Prepare Your Community (https://www.nifc.gov/fire-information/fire-prevention-education-mitigation/wildfire-mitigation/community)
- One Less Spark, One Less Wildfire (https://www.readyforwildfire.org/prevent-wildfire/one-less-spark-campaign/)

U.S. Small Business Association

The U.S. Small Business Administration provides low-interest disaster loans to help businesses, homeowners, renters, and nonprofits recover from declared disasters like wildfires. These loans cover losses not fully compensated by insurance or the Federal Emergency Management Agency (FEMA) and help with business operating expenses impacted by the disaster. The Small Business Association offers different loan types, including physical damage loans, mitigation assistance for future damage prevention, and economic injury loans for small businesses. Eligible applicants must be located in declared disaster areas and can apply online for assistance to aid in their recovery.

For more information, please visit the following webpage: https://www.sba.gov/funding-programs/disaster-assistance.

Insurance Institute for Business & Home Safety

The Insurance Institute for Business & Home Safety (IBHS) is a nonprofit organization dedicated to advancing building safety and resilience through scientific research. Supported by property insurers and affiliated companies, IBHS translates research into practical solutions to reduce losses from severe weather and other hazards. Their work includes testing building materials, developing building codes, and providing guidance on construction and retrofitting best practices.

Protect your home

- Critical Home Preparation: https://ibhs.org/wildfireready/.
- Exterior Home Upgrades: https://ibhs.org/wildfireready homeupgrades/.
- Create a Wildfire Resistant Yard: https://ibhs.org/wildfireready homedefensiblespace/.
- Home Preparation Checklist: https://wildfireprepared.org/wp-content/uploads/WPH-How-To-Prepare-My-Home-Checklist.pdf.
- Wildfire Prepared Home (free online assessment): https://wildfireprepared.org/wildfire-prepared-home-base-assessment/.
- Homeowner Articles and Testimonies: https://wildfireprepared.org/homeowner-articles/.
- Applications for Wildfire Prepared Certifications: https://wildfireprepared.org/get-started/.

Prepare for evacuation

- Prepare your Home for Evacuation: https://ibhs.org/ibhs-in-the-news/prepare-your-home-for-evacuation-from-wildfire/.
- Home Evacuation Steps: https://ibhs.org/wildfireready homeevacuation/.

INSURANCE RESOURCES

The Safer from Wildfires Initiative, a partnership between the California Insurance Commissioner, the California Governor's Office of Emergency Services, California Public Utilities Commission, CAL FIRE, and California Governor's Office of Planning and Research (Cal OPR), has led to the development of regulatory action that creates insurance incentives for implementing actions that build up home and community resilience to wildfire. This new wildfire safety regulation aims to make insurance more affordable while increasing public involvement in risk mitigation and awareness regarding local hazards (California Department of Insurance 2023). Wildfire risk reduction actions identified in this plan (such as home hardening, creating defensible space, and community collaboration) are in alignment with the mitigation actions specified in the Safer from Wildfires initiative. More information can be accessed through the following link: https://www.insurance.ca.gov/01-consumers/200-wrr/Safer-from-Wildfires.cfm.

The California FAIR Plan Association, established in 1968, provides insurance coverage to homeowners unable to find traditional insurance, particularly in high-risk areas like fire zones or earthquake fault lines. It is a syndicated fire insurance pool comprising all licensed property/casualty insurers in California, who share the risks and profits based on their market share. The FAIR Plan is not a state agency and receives no public funding. It serves as a temporary safety net for homeowners until they can obtain coverage from traditional insurers. As of June 2024, the FAIR Plan covers over $392 billion in dwelling exposure (Bankrate 2024).

An additional resource to homeowners is nonprofit 501(c)(3) United Policyholders. Their mission is to serve as a reliable and valuable information source and advocate for consumers across all 50 states in matters related to insurance. United Policyholders is committed to providing unbiased guidance on purchasing insurance, assisting with claims, and advocating for the rights of consumers. The nonprofit operates independently, without financial support from insurance companies, ensuring transparency and unwavering support for the interests of policyholders.

United Policyholders offers free assistance to homeowners who experience significant losses from wildfires. They also assist homeowners who are having issues getting insured or obtaining risk assessment documents from their insurer, and help with facilitating conversation with insurers about risk scores. To learn more about United Policyholders, please visit: https://uphelp.org/.



APPENDIX G:

Fuel Treatment Types and Methods

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FUEL BREAKS AND OPEN SPACE CLEANUP

Fuel breaks are strips of land where fuel (for example, living trees and brush, dead branches, leaves, or downed logs) has been modified or reduced to limit the fire's ability to spread rapidly. Fuel breaks should not be confused with firebreaks, which are areas where vegetation and organic matter are removed down to mineral soil. Also, firebreaks are typically used during fire suppression activities, whereas fuel breaks are usually installed before fires occur (to reduce extreme fire behavior).

One type of fuel break is a "shaded fuel break," where much of the surface and ladder fuels are removed with limited removal of the trees and canopy. This creates an area of significantly reduced fuel loading while providing the foundation for a healthy and resilient forest. A shaded fuel break may be created to provide options for suppression resources or to provide opportunities to introduce prescribed fire. In many cases, shaded fuel breaks may be created by thinning along roads. This provides access for mitigation resources and firefighters, as well as enhancing the safety of evacuation routes.

LARGER-SCALE TREATMENTS

Farther from wildland-urban interface communities, the emphasis of treatments often becomes broader. While reducing the buildup of hazardous fuels remains important, other objectives are often included, such as forest health and resiliency to catastrophic wildfire and climate change considerations. Wildfires frequently burn across jurisdictional boundaries, sometimes on landscape scales. As such, these larger treatments need to be coordinated on a strategic level. This requires coordination between projects and jurisdictions, as is currently occurring.

FUEL TREATMENT METHODS

Several treatment methods are commonly used for hazardous fuels reduction, including manual treatments, mechanized treatments, prescribed fire, and grazing (Table G.1). This brief synopsis of treatment options is provided for general knowledge; specific projects will require further planning. The appropriate treatment method and cost will vary depending on factors such as the diameter of materials, proximity to structures, acreage of project, fuel costs, slope steepness, accessibility, and density and type of fuels.

It is imperative that long-term monitoring and maintenance of all treatments is implemented. Post-treatment rehabilitation such as seeding with native plants and erosion control may be necessary. In addition, post-treatment fuel cleanup is a must as neglected piles of vegetation may result in increased fire risk.

Table G.1. Summary of Fuels Treatment Methods

Treatment	Comments
Machine mowing	Appropriate for large, flat, grassy areas on relatively flat terrain.
Manual treatment with chipping or pile burning	Requires chipping, hauling, and pile burning of slash in cases where lop and scatter is inappropriate. Pile burning must comply with smoke management policy.
Brush mastication	Brush species tend to re-sprout vigorously after mechanical treatment. Frequent maintenance of treatments is typically necessary. Mastication tends to be less expensive than manual (chainsaw) treatment and eliminates disposal issues.
Mastication	Materials up to 10 inches in diameter and slopes up to 30% can be treated. Eliminates disposal issues. Environmental impact of residue being left on-site is still being studied.
Prescribed fire	Can be the most cost-effective treatment with the most effective outcomes in many cases. Ecologically beneficial. Can be used as training opportunities for firefighters. May require manual or mechanical pretreatment. Carries risk of escape. Unreliable scheduling due to weather and smoke management constraints.
Feller buncher	Mechanical treatment on slopes more than 30% or of materials more than 10 inches in diameter may require a feller buncher rather than a masticator. Costs tend to be considerably higher than masticator.
Grazing (goats)	Can be cost effective. Can be ecologically beneficial. Can be applied on steep slopes and shrubby and flashy fuels. Requires close management.

MANUAL TREATMENT

Manual treatment, involving crews using chainsaws, offers precision and access to steep or hard-to-reach areas that machines cannot access. Although more costly than mechanized methods, it allows for the removal of merchantable materials and firewood, while non-merchantable materials are often lopped, scattered, chipped, or burned on-site. Care must be taken to properly manage discarded materials to avoid increasing fire hazards.

Strategic timing and placement of fuels treatments are essential and should be tailored to site conditions. For instance, fuel breaks should target areas with heavier fuels and prevailing winds, and grass should be mowed just before it becomes flammable. On slopes or ridgelines, treatments extending from the wildland-urban interface enhance community protection. In sparse vegetation areas, treatments may be unnecessary to maintain defensible spaces and prevent the introduction of invasive species.

MECHANIZED TREATMENTS

Mechanized treatments, such as mowing, mastication, and whole tree felling, offer more precision than prescribed fire and are often more cost effective than manual methods. Mowing using all-terrain vehicles

or tractor-pulled mowers is effective for reducing grass fuels near structures, highways, and fence lines. For heavier fuels, masticators, ranging from small skid-steers to large front-end loaders, grind up standing timber or surface fuels, altering their arrangement to reduce combustibility, though the biomass remains on-site.

Fuel break maintenance is crucial, particularly where shrubs or trees encroach. In high-risk areas, more intensive treatments may be needed to keep fires at ground level and reduce flame lengths. Shrubs should be removed, tree branches pruned to 4 to 8 feet above ground, and tree spacing increased to prevent canopy fires.

TARGETED GRAZING

Fuel modifications targeted toward decreasing both vertical and horizontal continuity in fuels is critical as a prevention method against fire proliferation. The primary objectives for these modifications are treating surface fuels and producing low-density and vertically disconnected stands. Goat grazing is an effective, nontoxic, nonpolluting, and practically carbon-neutral vegetation treatment method. A goat grazing system typically consists of a high density of goats enclosed by a metallic or electrified fence guided by herders. Goats feed on a variety of foliage and twigs from herbaceous vegetation and woody plants (Lovreglio et al. 2014).

The Paradise Grazing Plan is a leading example of using targeted grazing for wildfire risk reduction in areas like Paradise, especially within the wildland-urban interface. By deploying goats and sheep, this approach effectively controls invasive and fire-prone vegetation, providing a sustainable, cost-effective alternative to mechanical or prescribed burning methods. This strategy not only lowers the risk associated with other vegetation management techniques but also fosters an environmentally friendly method that helps prevent the spread of wildfires while enhancing ecosystem health (BCFSC 2021).

PRESCRIBED BURNING

Prescribed burning is an effective method for reducing extreme fire behavior by clearing excess plant material, litter, and woody debris while controlling shrub encroachment. It is ecologically beneficial to fire-adapted vegetation and wildlife, and agencies like CAL FIRE, U.S. Forest Service, and Bureau of Land Management (BLM) are already conducting burns in the region.

All prescribed burns must comply with federal and state regulations, prioritizing public safety, particularly in the wildland-urban interface. Each burn follows a specific plan considering smoke management and sensitive areas, with smoke monitors placed where concerns have been raised.

Post-treatment monitoring is essential to ensure the ongoing effectiveness of fuels reduction. Vegetation can change rapidly due to seasonal conditions, so treatments should be adjusted accordingly. More information on firing techniques can be found on the EFIRE Fire Techniques webpage: https://efire.cnr.ncsu.edu/efire/fire-techniques/.

Cultural Burning

In the Pacific West, Indigenous communities have historically used fire for forest management and restoration (Long et al. 2021). Cultural burning, defined as the purposeful use of fire by a cultural group for various purposes, is a form of Indigenous stewardship (Long et al. 2021).

Unlike conventional fire management focused on fuel reduction, cultural burning embraces a holistic philosophy of "reciprocal restoration," where caring for the land also benefits the people who rely on it. These burns serve multiple purposes, including landscape management, biodiversity, cultural knowledge transmission, spiritual well-being, and material services like food and medicine. Site preparation and post-burn monitoring are integral to this stewardship tradition (Long et al. 2021).

In Butte County, all six tribes are actively working to revive and sustain their cultural fire traditions. These tribes play a vital role in reintroducing beneficial fire to the landscape, helping to restore ecological balance after a century of widespread fire suppression.

Air Quality Impacts of Prescribed Fires

Both prescribed fires and wildfires reduce fuels and produce smoke. However, because prescribed fires are ignited only at a carefully chosen time, they offer a chance to reduce hazardous fuels without the extreme smoke impacts that are often associated with wildfire. Prescribed fire still produces smoke, which can affect people nearby, especially those with respiratory conditions. Burn planners carefully monitor weather conditions so they can burn during the windows that offer the fastest smoke dispersal, which means the fewest impacts to communities.

Effective smoke management is vital in prescribed fire planning (Figure G.1). The California Air Resources Board has guidelines to protect public health (California Air Resources Board 2003). In Butte County, residential burning permits are required seasonally. Burning is regulated by the Butte County Air Quality Management District (BCAQMD), who designates “no burn days”. While CAL FIRE may recommend suspending permits due to high-risk conditions, the final decision to restrict burning is made by BCAQMD (Butte County Air Quality Management District 2024; direct communication, CAL FIRE, 2025).

The National Wildfire Coordinating Group’s (NWCG) **Smoke Management Guide for Prescribed Fire** (2020) offers a comprehensive framework for managing smoke, pairing with their **Interagency Prescribed Fire Planning and Implementation Procedures Guide**. These resources cover air quality regulations, smoke modeling, and public perception. Smoke impacts can be mitigated by burning when winds direct smoke away from sensitive areas and informing the public through a variety of media channels, which can provide advance notice to sensitive populations so they can properly prepare for any potential impacts. These resources can be accessed through the following links:

NWCG Smoke Management Guide for Prescribed Fire, PMS 420-3:
https://www.nwcg.gov/publications/pms420-3

Interagency Prescribed Fire Planning and Implementation Procedures Guide:
https://www.nrfirescience.org/sites/default/files/InteragencyPrescribedFirePlanningProceduresGuide.pdf



Figure G.1. Photograph showing a prescribed burn conducted with the Butte County Resource Conservation District Prescribed Burn Association.
Source: Butte County RCD (2021).

MANAGEMENT OF NONNATIVE PLANTS

Fuel treatment approaches should always consider the potential for introduction or proliferation of invasive nonnative species as a result of management actions. The USDA maintains a list of introduced, invasive, and noxious plants by state (USDA 2024). The California Department of Food and Agriculture (2024) also maintains a list of plant species that are considered noxious and therefore actionable at the county level. The California Invasive Plant Council (2024) provides on its website an inventory of nonnative plant species that threaten California's wildlands.

For more info on California Invasive Plant Council's and California Department of Food and Agriculture's invasive plant lists, please visit the following links:

California Invasive Plant Council: https://www.cal-ipc.org/plants/profiles/

California Department of Food and Agriculture:
https://www.cdfa.ca.gov/plant/ipc/encycloweedia/pdf/CaliforniaNoxiousWeeds.pdf

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APPENDIX H:

Post-Fire Response and Restoration

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BACKGROUND

Butte County has faced several significant wildfires over the past few decades, with the 2018 Camp Fire (Figure H.1), 2020 North Complex Fire, and 2024 Park Fire being three of the most impactful (CAL FIRE 2024a). Despite the ongoing challenges, Butte County remains at the forefront of community wildfire protection efforts, with residents, communities, and government agencies actively engaged in wildfire mitigation strategies and post-fire response and restoration actions to prevent further impacts to human life and other valued resources.

The Camp Fire, which burned 153,336 acres and destroyed 18,804 structures, is widely recognized as the deadliest wildfire in California's history (National Institute of Standards and Technology [NIST] 2021). The fire claimed 85 lives and displaced tens of thousands of residents (Butte County Office of Emergency Management 2020). Recovery efforts included massive debris removal operations and the construction of temporary housing, but the fire also left a lasting psychological toll on survivors. A study on the mental health impacts following the Camp Fire found that approximately 20% of survivors developed post-traumatic stress disorder (PTSD) (Thornburg 2023). The 2020 North Complex Fire burned 152,151 acres within Butte County, destroyed 2,352 structures, and claimed 16 lives (CAL FIRE 2024i). The Park Fire in 2024, which burned 429,603 acres and destroyed 709 structures in Butte and Tehama Counties, further demonstrated the severity of wildfire risks in the region (CAL FIRE 2024a).

A comprehensive dashboard showing progress toward recovery, incident information, and updates, as well as recovery resources from the Camp Fire, North Complex Fire, and Park Fire, can be found through the following links:

- Camp Fire Dashboard: https://www.buttecounty.net/254/Camp-Fire-Additional-Resources
- North Complex Fire Dashboard: https://www.buttecounty.net/259/North-Complex-Fire-Information
- Park Fire Dashboard: https://www.buttecounty.net/2021/Park-Fire

For additional wildfire recovery information, Butte County hosts a Fire Recovery Guide, with links for financial assistance, safe cleanup, and ways the community can get involved on its website: www.buttecounty.net/disaster-recovery.

POST-FIRE RESPONSE AND RESTORATION

Experiencing a wildfire is a traumatic and highly impactful event that takes time and energy to fully recover from. The post-fire recovery process is complex, often requiring support from local neighbors, governmental agencies, and nonprofit organizations to address both immediate and long-term needs (Butte County Office of Emergency Management 2020):

- **Damage assessment and hazard identification:** After the fire, agencies like CAL FIRE and local officials assess the structural damage and environmental hazards, including the potential for weakened trees and stump holes that can pose risks long after the fire is extinguished.
- **Returning home and cleaning up:** Residents are given specific safety instructions to avoid hazards such as underground heat pockets and gas leaks when returning to fire-damaged areas. They are also provided with guidelines for safely removing hazardous debris, including ash, which can contain harmful chemicals.

- **Coordinating community emergency response teams:** Local community organizations, along with county agencies, mobilize teams to coordinate efforts in restoring public utilities, clearing roads, and supporting vulnerable populations during the recovery phase.
- **Identifying immediate needs and critical resource impacts:** Residents are encouraged to focus on securing access to clean water, food, and essential services, particularly in areas where infrastructure has been severely damaged. Programs like Butte County's Fire Survivor Resource Hotline, which is often activated during and after a major fire, can help residents find immediate support.
- **Temporary housing and replacing lost goods:** Many displaced families require temporary housing assistance while they begin the long process of rebuilding their homes. Organizations such as the Federal Emergency Management Agency and the American Red Cross provide support in replacing basic goods and offering mental health counseling for those affected.
- **Rebuilding communities and assessing economic needs:** Securing financial resources through insurance claims, grants, and federal aid is crucial for rebuilding homes and public infrastructure. The county also evaluates the economic impact on businesses and local economies.
- **Restoring the damaged landscape:** A key part of the rehabilitation process is addressing environmental damage. This involves soil stabilization, reforestation, and restoring watersheds, all essential to preventing further erosion and ecological degradation.

Prioritizing the needs of socially vulnerable residents/communities who have specific circumstances, such as individuals living in poverty, minorities, people without vehicles, people with disabilities, older adults, and people with limited English proficiency, is imperative in the post-fire recovery process. Municipal and County governments will often establish websites and other guiding resources specific to the recovery process of a recent fire, such as the recovery page created for the Park Fire: https://www.buttecounty.net/2021/Park-Fire. Pages such as this are an ideal place to start working through the recovery process by identifying next steps and speaking with representatives.

DEBRIS FLOW AND POST-FIRE FLOODING

Severe wildfires dramatically alter landscapes, making them more susceptible to erosion, debris flow, and flooding. Research shows that high-severity burn areas can experience erosion and runoff rates up to 10 times higher than those from moderate-severity burns (Sierra Nevada Conservancy 2021). Post-fire rain events, even small ones, can trigger widespread floods carrying trees, boulders, and soil through canyons, posing risks to communities and critical infrastructure, particularly along slope-adjacent roadways (Sierra Nevada Conservancy 2021).

Heavy rains, especially in severely burned areas, increase the likelihood of flash floods and debris flows. Even moderate rainfall—0.35 inches in 15 minutes or 0.75 inches in 1 hour—can prompt flash flood warnings (California Department of Conservation 2019). This risk is further elevated by saturated soils in the spring or afternoon thunderstorms during monsoon season. Debris flows caused by these conditions are often unpredictable, necessitating vigilance and preparedness to protect life and property (California Department of Conservation 2024b).

For more information on post-fire debris flow and flooding risks, visit the following resources:

- Debris Flow Factsheet
- Flood After Fire California Toolkit

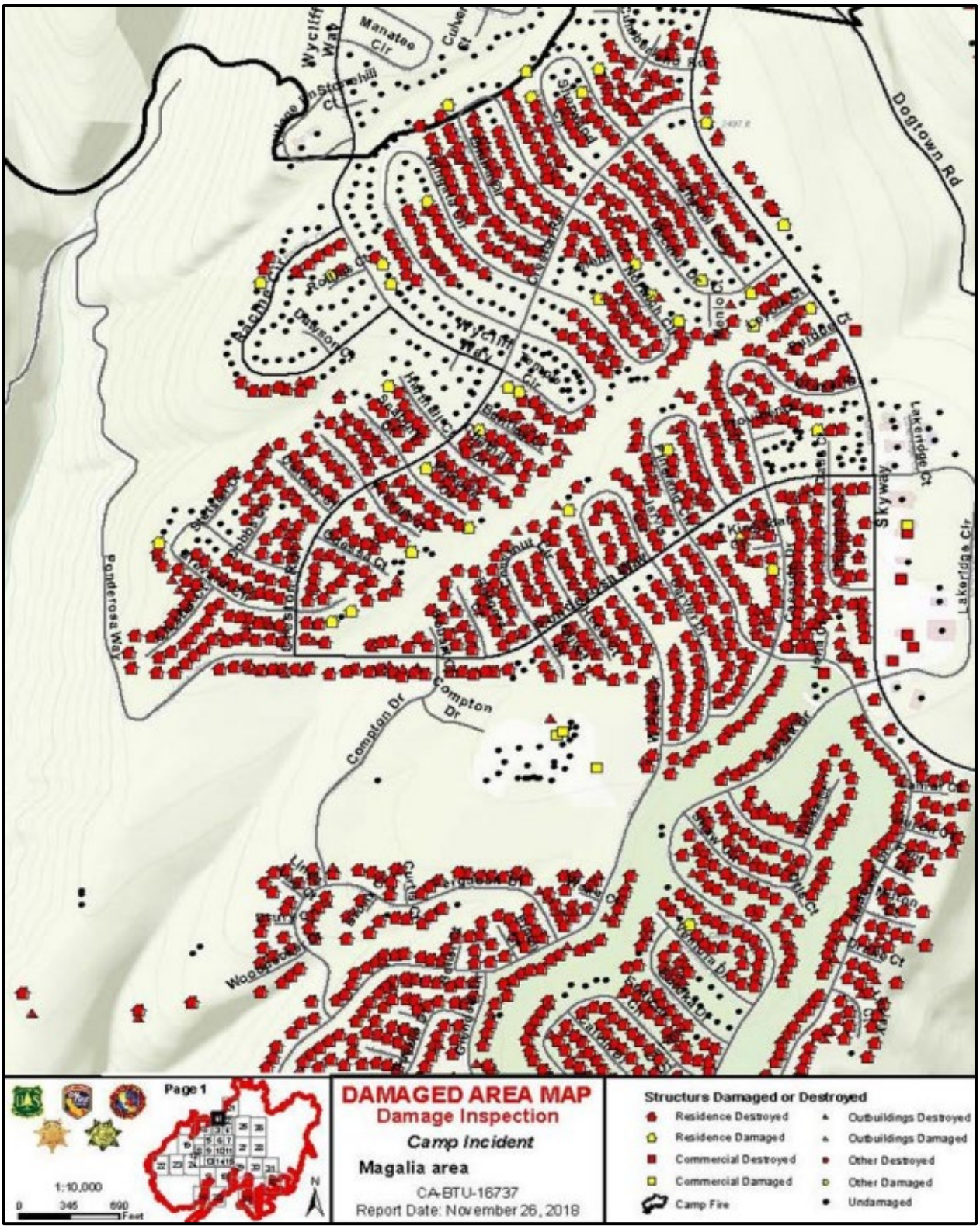


Figure H.1. Example showing one of the numerous maps outlining damaged areas after the Camp Fire.

Source: Wallingford (2018)

COMMUNITY RESPONSE AND RECOVERY

Recovery of the vegetated landscape is often more straightforward than recovery of the human environment. Assessments of the burned landscape are often well-coordinated through the use of interagency crews who are mobilized immediately after a fire to assess the post-fire environment and make recommendations for rehabilitation efforts.

Residents impacted by the fire need assistance making insurance claims; finding temporary accommodation for themselves, pets, and livestock; rebuilding or repairing damaged property; removing debris and burned trees; stabilizing the land for construction; mitigating potential flood damage; repairing infrastructure; reconnecting to utilities; and mitigating impacts to health. Oftentimes, physical impacts can be mitigated over time, but the emotional impacts of the loss and change to surroundings are long-lasting and require support and compassion from the community.

POST-FIRE RESOURCES

Rebuilding and recovery from wildfire can vary greatly across income levels and demographics. Rural areas, low-income neighborhoods, and immigrant communities generally do not have the necessary resources to cover insurance and rebuilding expenses that occur after a fire. Due to this, many of these areas take more time to recover than those with greater access to resources. In addition, the occurrence of wildfire can worsen existing mental health conditions and lead to post-traumatic stress (PTS), low self-esteem, and depression for at-risk populations (Cal OPR 2020).

In response to devastating wildfires, Butte County often launches a dedicated web page and Fire Survivor Resource Line to support affected residents. The hotline provides essential resources including housing assistance, financial aid, basic necessities, and emotional support. For a limited time during recovery, the hotline may be accessible 7 days per week, serving as a crucial lifeline for those impacted by the fires as they begin the recovery process (direct communication, Butte County, 2025).

TEAM RUBICON: EMERGENCY ASSISTANCE

Team Rubicon is a veteran-led humanitarian organization that serves communities around the world before, during, and after disasters such as earthquakes, floods, hurricanes, tornadoes, and wildfire. Team Rubicon focuses on serving vulnerable and at-risk populations affected by disasters, and all services are provided free of charge. Services include incident management, debris management, hazard mitigation, volunteer management, home repair, and emergency medicine. With respect to fire-related assistance, Team Rubicon assists with any action that would limit the impact of a wildfire, such as helping property owners to make their home fire safe, providing staff to assist with mitigation projects (e.g., fuels reduction), and removing debris and hazardous trees (Team Rubicon 2022).

To find out more about Team Rubicon, please visit https://teamrubiconusa.org/capabilities-services/.

RETURNING HOME

First and foremost, follow the advice and recommendations of emergency management agencies, fire departments, utility companies, public health officials, and local aid organizations regarding activities following the wildfire. Do not attempt to return to your home until fire personnel have deemed it safe to do so.

When driving, watch for trees, brush, and rock that may have been weakened or loosened by the fire. Be aware of any damage or debris on roads and driveways. Traffic may be delayed or lanes closed due to firefighter operations. Use extreme caution around trees, power poles, and any other tall objects that may have been weakened by the fire (CAL FIRE 2020a).

Even if the fire did not damage your house, do not expect to return to normal routines immediately. Expect that utility infrastructure may have been damaged and repairs may be necessary. When you return to your home, check for hazards, such as gas or water leaks and electrical shorts. Turn off damaged utilities if you did not do so previously. Request that the fire department or utility companies turn the utilities back on once the area is secured. Similarly, water supply systems may have been damaged; do not drink from the tap until you have been advised that it is safe to do so. Finally, keep a “fire watch”; look for smoke or sparks in houses and other buildings. Once at home, check for the following (CAL FIRE 2019b):

- Check the roof and exterior areas for sparks or embers.
- Check grounds for hot spots, smoldering stumps, and vegetation.
- Check for fire damage to your home, turn off all appliances and make sure the meter is not damaged before turning on the main circuit breaker.
- Check the attic and throughout your house for any hidden burning sparks or embers.
- Do not drink water from the faucet until emergency officials say it is okay, water supply systems can be damaged and become polluted during wildfires.
- Discard any food that has been exposed to heat, smoke, flood water, or soot.
- If you have a propane tank or natural gas, leave valves closed until the supplier or utility company can inspect your system.
- If you have a solar electrical system, this system should be inspected by a licensed technician to verify that the solar panels and electrical wiring are safe for continued operation.
- Consult local experts on the best way to restore and plant your land with fire-safe landscaping.
- Contact 911 if any danger is perceived.
- Ash contains toxic substances and may be irritating to the eyes, nose, throat, and skin. Ash is harmful to breathe and may trigger asthma attacks. Follow these tips to reduce your exposure to ash (California Department of Public Health 2017):
    - Do not allow children to play in ash, and wash off children’s toys before children play with them.
    - Immediately wash any part of your body that touches ash to avoid irritation.
    - Wash fruits and vegetables from your garden thoroughly before eating them.
    - Keep pets out of ash areas.
    - Frequently clean indoor surfaces by wet mopping.
    - Wear protective clothing and a respirator when working outside.

INSURANCE CLAIMS

Your insurance agent is the best source of information for submitting a claim. It is recommended you take photos of your home, of both the inside and outside, in preparation of an emergency. Keep the photos in

a safe place as this will make the insurance claim process easier. Most expenses incurred during the time you are forced to live elsewhere may be reimbursed, so be sure to keep all receipts. Additional items that may be covered are extra transportation costs to and from work or school, telephone installation, furniture rental, extra food costs, and water damage. Do not start any repairs without the approval of your claims adjuster (California Department of Insurance 2023).

Natural disasters aren't always predictable, but there are steps property owners can take to better prepare for an emergency.

- Review your insurance policy annually to see if your home is adequately insured.
- Know your "loss of use" section – this covers living expenses should your home become unlivable due to fire, smoke, or otherwise.

You can view a guide on creating a home inventory here: https://www.iii.org/article/how-create-home-inventory.

MOBILIZING COMMUNITY

In the aftermath of a wildfire, community-scale recovery efforts are essential. While local emergency managers coordinate with state and federal partners to manage disaster response, mobilizing local recovery teams plays a critical role in the process. These teams, made up of community members and volunteers, work in collaboration with all levels of government to ensure recovery efforts are successful. Clear communication and coordination among volunteers, local organizations, and government agencies are key to an efficient and well-organized recovery process (California Silver Jackets Team [California SJT] 2019).

Unlike wildfire response, which is typically managed by unified state or federal teams, post-fire recovery requires a more localized approach. Each organization and level of government operates independently, creating a need for strong coordination at the community level. Sharing information and resources between local agencies and recovery teams is crucial for navigating the complexities of post-fire hazards and mitigating further damage (California SJT 2019).

Communities are encouraged to establish local fire safe councils and post-fire coordination groups to direct recovery efforts and address post-wildfire risks. Fire safe councils educate residents about wildfire preparedness, while post-fire coordination groups work with government agencies to assess risks, manage geospatial data, and assist in public communications. Communities should also appoint a post-fire coordinator to lead recovery efforts, facilitate communication with agencies, and ensure a unified, effective response to post-fire challenges (California Fire Safe Council 2021; California SJT 2019).
The recovery coordinator should become familiar with representatives from local, state, and government agencies that will be helping with coordination or funding of post-fire recovery. The following resources may be helpful for the post-fire and volunteer coordinators (California SJT 2019):

Housing

- Disaster Assistance (FEMA)
- Federal Housing Administration (FHA)
  - Disaster Relief
- Individuals and Household Program
- California Department of Housing and Community Development

- The Salvation Army

Debris Removal

- CalRecycle-Wildfire Debris Removal
- U.S. Army Corps of Engineers

Debris Modeling

- U.S. Geological Survey

Hazardous Waste and Pollution

- California Environmental Protection Agency

Pets and Livestock

- American Society for the Prevention of Cruelty to Animals
- California Department of Food and Agriculture

Food

- USDA Supplemental Nutrition Assistance Program
- California Department of Social Services, Disaster Help Center
- Feeding America

Social Services

- California Employment Development Department (EDD)
- FEMA Disaster Unemployment Assistance
- U.S. Administration for Children and Families
- Office of Access and Functional Needs
- California Foundation for Independent Living Centers

Farm Rehabilitation

- Farm Service Agency
- USDA Rural Development Disaster Assistance
- Natural Resources Conservation Service (NRCS) General Environmental Quality Incentives Program Financial Assistance

General

- The American Red Cross
- Cal OES
- USFS
- National Park Service
- CAL FIRE

POST-FIRE REHABILITATION AND RESOURCES FOR LANDOWNERS

Wildfires can lead to increased erosion, flooding, and debris flow, threatening properties, water supplies, and endangered species (USFS 2021b). Following a fire, the immediate priority is emergency stabilization to prevent further damage to life, property, or natural resources. Soil stabilization efforts begin promptly and can last up to a year, while long-term rehabilitation, focusing on areas unlikely to recover naturally, can continue for several years (USFS 2021b).

The U.S. Forest Service (USFS) Burned Area Emergency Response (BAER) program addresses post-fire threats to safety, property, and critical resources on USFS lands. BAER teams, consisting of experts like soil scientists, engineers, and biologists, quickly assess the damage and recommend treatments to mitigate risks (NIFC 2022).

The USFS offers a science-based framework to guide post-fire restoration efforts in California's National Forest lands. This five-step process helps develop a restoration plan that informs project planning and monitoring (USFS 2021c). The framework can be accessed in the Post-Fire Restoration Framework. A comparison of hillside, channel, and road treatments is available in the Post-Fire Treatment Comparison Guide.

California's Watershed Emergency Response Teams (WERTs) are vital in post-fire assessments, identifying risks from debris flows, flooding, rockfall, and erosion. WERT members evaluate "Values-at-Risk" and recommend emergency protection measures, coordinating their findings with local emergency agencies.

More information on post-wildfire recovery can be found at Ready for Wildfire - After a Wildfire.

Butte County Resource Conservation District Small Forest Landowner Assistance Program

The Butte County Resource Conservation District (RCD) has introduced the Small Forest Landowner Assistance Program (SFLAP) to aid small, non-industrial private landowners in enhancing fire recovery and resilience. This program offers low-cost or no-cost treatments, including tree and brush thinning, replanting, pruning, fuels reduction, and large hazard tree removal.

Eligible landowners can receive no-cost work on 1 to 10 acres, with a focus on properties smaller than 250 acres. In 2023, SFLAP assisted 15 landowners in Berry Creek, and in 2024, it served 20 landowners in Berry Creek and Feather Falls (as of fall 2024), covering 224 acres. Each participant receives a forest management plan prepared by a Registered Professional Forester, along with a field botany survey and an archaeological survey conducted by cultural resource experts, including local tribal members when possible (Butte County RCD 2024b).

These steps ensure environmental compliance, enabling the use of state funds to improve fire resilience and ecological health. The program prioritizes low-income landowners and those living on their properties. While the SFLAP program has been focused on the Berry Creek and Feather Falls area in recent years, the program aims to expand to additional communities in the future. For more information, visit the following webpage: https://www.bcrcd.org/small-forest-landowner-assistance-program-sflap.

LONG-TERM COMMUNITY RECOVERY

On non-federal land, recovery efforts are the responsibility of local governments and private landowners. Challenges associated with long-term recovery include homes that were severely damaged or were saved but are located in high-severity burn areas. Furthermore, homes saved but located on unstable slopes or in areas in danger of flooding or landslides present a more complicated challenge. Economically, essential businesses that were burned or were otherwise forced to close pose a challenge to communities of all sizes. It is critical that a long-term plan is in place and there is sufficient funding and support for all necessary ecosystem and community recovery. To learn about more post-fire recovery resources, visit the Ready for Wildfire website here: https://www.readyforwildfire.org/post-wildfire/after-a-wildfire/.

Additional funding resources regarding post-fire return and recovery can be found in Appendix E.

FEDERAL PROGRAMS

BURNED AREA EMERGENCY RESPONSE

One example of a post-fire response program is the U.S. Forest Service's (USFS's) post-fire emergency stabilization program, called the Burned Area Emergency Response (BAER) program. The goal of the BAER program is to discover post-wildfire threats to human life and safety, property, and critical natural or cultural resources on USFS lands and take appropriate actions to mitigate unacceptable risks (BAER 2021).

There are many facets to post-fire recovery, including but not limited to:

- Ensuring public health and safety—prompt removal of downed and hazard trees, addressing watershed damage, and mitigating potential flooding.
- Rebuilding communities and assessing economic needs—securing the financial resources necessary for communities to rebuild homes, business, and infrastructure.
- Restoring the damaged landscape—restoration of watersheds, soil stabilization, and tree planting.
- Reducing fire risk in the future—identifying hazard areas and implementing mitigation.
- Prioritizing the needs of vulnerable and disadvantaged communities during response and disaster recovery efforts.
- Reducing post-fire recovery time by replanting native species.
- Retaining downed logs for erosion control and habitat maintenance.
- Evaluating and updating disaster recovery plans every 5 years to respond to changing needs and characteristics of the community.
- Coordinating with planning, housing, health and human services, and other local, regional or state agencies to develop contingency plans for meeting short-term, temporary housing needs of those displaced during a catastrophic wildfire event.
- Incorporating forecasted impacts from climate change intro trends and projections of future risk and consideration of policies to address identified risk.

- Updating codes and ordinances to specify procedures and standards for planning and permitting the reconstruction of buildings destroyed by wildfire.

CALIFORNIA WATERSHED EMERGENCY RESPONSE TEAM

California Watershed Emergency Response Teams (WERTs) assist communities in post-wildfire recovery by quickly assessing and communicating risks from debris flows, flooding, and rockfalls. Co-led by CAL FIRE and the California Geological Survey, WERTs follow a structured process to reduce risk, beginning with identifying and evaluating values at risk—resources or assets vulnerable to post-fire geologic and hydrologic hazards. Using a qualitative approach that combines modeling with expert judgment, WERTs assess relative risk and recommend emergency protection measures. The final step involves sharing findings with local jurisdictions responsible for emergency planning and response. CAL FIRE, in coordination with local and federal agencies, determines whether a WERT response is necessary. More information can be found at: https://www.conservation.ca.gov/cgs/bwg/wert.

POST-FIRE TREATMENTS AND MANAGEMENT

While the following describes various treatment activity types, many of the areas where these treatments would be implemented fall under the jurisdiction of public agencies. In addition, these areas may also require additional local, state, and federal permits to perform such work.

HILLSLOPE TREATMENTS

Cover Applications:

Dry mulch: provides immediate ground cover with mulch to reduce erosion and downstream flow.

Wet mulch (hydromulch): provides immediate cover to hold moisture and seeds on slopes using a combination of organic fibers, glue, suspension agents, and seeds (most effective on inaccessible slopes).

Slash spreading: provides ground cover to reduce erosion by felling trees in burned areas.

Seeding: reduces soil erosion over time with an application of native seed mixtures (most successful in combination with mulching). Breaking up and loosening topsoil to break down the hydrophobic layer on top of the soil is also effective.

Erosion Barrier Applications:

Erosion control mat: organic mats staked on the soil surface to provide stability for vegetation establishment.

Log erosion barrier: trees felled perpendicular to the hillslope to slow runoff.

Fiber rolls (wattles): rolls placed perpendicular to the hillslope to reduce surface flows and reduce erosion.

Silt fencing: permeable fabric fencing installed parallel to the slope contour to trap sediment as water flows down the hillslope.

Channel Treatments

Check dam: small dams built to trap and store sediment in stream channels.

In-channel tree felling: felling trees in a staggered pattern in a channel to trap debris and sediment.

Grade stabilizer: structures made of natural materials placed in ephemeral channels for stabilization.

Stream bank armoring: reinforcing streambanks with natural materials to reduce bank cutting during stream flow.

Channel deflector: an engineered structure to direct flow away from unstable banks or nearby roads.

Debris basin: constructed to store large amounts of sediment moving in a stream channel.

Road and Trail Treatments

Out sloping and rolling dips (water bars): alter the road shape or template to disperse water and reduce erosion.

Overflow structures: protect the road by controlling runoff and diverting stream flow to constructed channels.

Low water stream crossing: culverts replaced by natural fords to prevent stream diversion and keep water in the natural channel.

Culvert modification: upgrading culvert size to prevent road damage.

Debris rack and deflectors: structure placed in a stream channel to collect debris before reaching a culvert.

Riser pipes: filter out debris and allow the passage of water in stream channels.

Catchment-basin cleanout: using machinery to clean debris and sediment out of stream channels and catchment basins.

Trail stabilization: constructing water bars and spillways to provide drainage away from the trail surface.

The U.S. Forest Service provides a science-based framework to guide post-fire restoration efforts in National Forest lands in California. The framework is based on a five-step process that leads to the development of a restoration portfolio that can inform project planning and monitoring (USFS 2021c). The framework is available at: https://www.fs.usda.gov/psw/publications/documents/psw_gtr270/psw_gtr270.pdf.

Timber Salvage

Many private landowners may decide to harvest trees killed in the fire, a decision that can be highly controversial. Trees remaining post-fire can be instrumental for soil and wildlife habitat recovery, but dead standing trees may also pose safety concerns and fuel loadings may still be conducive to future high intensity wildfires. Burned soil is especially susceptible to soil compaction and erosion so it is recommended to have professionals perform the timber salvage.

Dead tree removal is a key component of the Butte County SFLAP program. The program helps landowners obtain the necessary permits for tree removal, and the revenue from the sale of saw logs subsidizes the cost of tree removal and slash cleanup on the property. This approach exemplifies local efforts to reduce wildfire hazards in a financially sustainable manner (Butte County RCD 2024b).

Invasive Species Management

Wildfire provides opportunity for many invasive species to dominate the landscape because many of these species thrive on recently burned landscapes. It is imperative that landowners prevent invasive establishment by eradicating weeds early, planting native species, and limiting invasive seed dispersal (California Native Plant Society n.d.). The Butte County Resource Conservation District collaborates with the Butte County Agricultural Commissioner's office and local landowners. The Butte County Agricultural Commissioner's Office coordinates the Butte County Weed Management Area and works to minimize the spread of invasive species throughout the county. By organizing regular meetings, they ensure that Butte County parks, cities, foresters, and farmers remain eligible for funding to eradicate invasive weeds. These invasive weeds are costly to farmers and ranchers, consume billions of gallons of water annually, can exacerbate wildfires, and typically do not provide suitable habitat for native wildlife (Butte County RCD 2024c).

TOWN OF PARADISE – RECOVERY AND RESILIENCE

LONG-TERM RECOVERY

Following the Camp Fire in 2018, the Long-Term Recovery Plan was created through a series of community meetings to guide Paradise through the next several years of regrowth. The plan identifies five goals in support of the community vision, many of which are relevant to the 2025 Butte County CWPP:

- Make Paradise Safer
- Make Paradise Welcoming
- Make Paradise Stronger
- Make Paradise Better
- Make Paradise Greener

The plan is unique in that all priorities and projects were developed by residents of the Town. The final plan was presented to the Town Council, who was asked to adopt the Long-Term Recovery Plan ("Community Vision") at a Special Town Council Meeting on June 25, 2019.

The Long-Term Recovery Plan has been updated to reflect changing needs and priorities during the Camp Fire recovery process. The Town of Paradise published an update in 2022, and an Action Plan in 2024–2025.

Information on the Long-Term Recovery Plan can be found on the Town of Paradise web site:

- Long-Term Community Recovery Plan, adopted 2019: https://www.townofparadise.com/sites/default/files/fileattachments/recovery/page/42792/062519_final_recovery_plan_compressed.pdf
- Long-Term Community Recovery Plan Update, published 2022: https://www.townofparadise.com/sites/default/files/fileattachments/recovery/page/42792/ltrp_update_11.1.22is.pdf
- Long-Term Community Recovery Action Plan, 2024–2025: https://www.townofparadise.com/sites/default/files/fileattachments/recovery/page/42792/20242025_community_recovery_ap.pdf

All projects within the Long-Term Recovery Plan related to CWPP goals and objectives are hereby incorporated, including:

ALL-AT-ONCE EVACUATION

The Town of Paradise All-At-Once Evacuation Plan is an existing project, developed initially based on findings from the Camp Fire After Action Review and Corrective Action Report. The plan is designed to move traffic off the ridge and onto State Route 99 without interruption. The plan includes the Town of Paradise Public Works, Butte County Public Works, City of Chico, CHP, and Caltrans.

WILDFIRE TRAFFIC CONTROL PLAN

The Town of Paradise has developed a plan that guides decision-makers on the best evacuation routes off the ridge based on six wildland fire scenarios that would impact the town. Additionally, there is a seventh scenario that accommodates evacuation from Magalia and the Upper Ridge moving traffic through the town with as little interruption as possible.

EARLY WARNING SYSTEM

An existing project, the Town of Paradise Early Warning System (EWS) consists of 21 siren towers located within the town limits of Paradise, California. This system is known as the Early Warning Sirens (EWS) and is part of the overall emergency notification strategy known as “Alert Paradise.” The purpose of the EWS is to provide a redundant warning system for residents and visitors in Paradise of potential or emergent hazards that threaten life and property. The EWS is designed to work in coordination with existing emergency notification systems and processes and to alert residents of emergencies. There are also cameras located on eight of the towers to provide emergency management personnel with real-time access to on the ground conditions during an evacuation or for other potential emergencies. The towers are tested monthly.

EARLY WARNING SYSTEM ACTIVATION SCENARIOS

Existing project. In order to effectively utilize the EWS, the Town has developed seven wildfire scenario-based evacuation maps that identify the preferred evacuation routes and potential one-way evacuation routes. These scenarios also designate which of the 21 EWS towers would be activated.

FUEL MANAGEMENT MAP

The Fuel Management Map defines the boundaries of the four fuel reduction projects identified in the 2024 Local Hazard Mitigation Plan. The map defines best management practices for fuel reduction based on topography, fuel type and density, and fire return intervals.

CATASTROPHIC AND EXTREME CONDITIONS PLANS

Nature Based Resiliency Project: This project is being spearheaded by the Paradise Recreation and Park District. The plan is exploring the concept of creating Wildfire Risk Reduction Buffers (WRRBs) between the urban area and the wildlands. Using a combination of greenbelts, parklands, orchards, and other low ignition-risk land uses. Catastrophic fire modeling has been completed, which identified Strategically Placed Landscape Area Treatments (SPLATS), where fuel treatments or lower risk land uses would reduce the overall risk of wildfire in Paradise. The project is currently using this data to identify actual parcels that could be treated or converted to a lower-risk land use. These parcels could be included in planning fuel reduction projects, purchased for other land uses such as parks or trailways, or protected in land trusts or long-term land use agreements.

Temporary Refuge Areas: Temporary Refuge Areas (TFAs) were used extensively during the Camp Fire to provide a safer place to congregate for traffic blocked by the fire. In spite of its success, the concept remains undefined and is not a recognized tactic for responders. The goal of this plan is to create a recognized and defined tactics for use in future emergencies.

WATER SYSTEM IMPROVEMENTS

Since the Camp Fire, the Paradise Irrigation District (PID) has made significant upgrades to the water system. This includes the replacement of the damaged 2-million-gallon (MG) “B” Reservoir with two 1.5-MG reservoirs, increasing the water storage capacity in the town by 1 MG. The PID has also replaced 79,466 linear feet of water mains that were damaged or impacted by the Camp Fire. The PID also installed a new generator at the water treatment plant, plus pipeline and pump station upgrades for Zone A. The upgrades provide for redundancy in bringing water to town from the treatment plant. This is also known as the ZAPS Project.

UNDERGROUNDING OF POWER LINES

Pacific Gas and Electric (PG&E) is currently moving the entire distribution system underground in the Town of Paradise and replacing 74 miles of damaged natural gas lines.

ROAD CONNECTIVITY PROJECT

The Town is in the planning phase to create a new west-to-east connector from Skyway to Pentz Road. The plan will extend the existing Roe Road and connect the gaps between Skyway and Pentz. This would provide an additional alternative route during wildland fire evacuations.

EMERGENCY OPERATIONS

The Town of Paradise, in cooperation with Butte County Emergency Management, is implementing an online Emergency Management Program. This program provides emergency managers and responders with the ability to communicate and track the status of an emergency in real time to maintain a current and accurate common operating picture. This program automates documentation, including the Incident Action Plan, logistics, finance, planning, damage assessment, and other vital functions of emergency management.

TOWNWIDE CEQA FOR FUEL REDUCTION PROJECTS

In 2023, the Town of Paradise completed a categorical exclusion for fuel reduction for the entire town. This allows the Town to submit grants for fuel reduction projects that are shovel ready.

EVACUATION ZONE SIGNAGE

The Town of Paradise has installed signs along town roadways that identify which zone you are entering and leaving.



Evacuation Zone Sign in the Town of Paradise

RESILIENT BUILDING AND PLANNING

The Town of Paradise Community Development Department plays a vital role in the Town's recovery and resilience through initiatives such as the Fire Prevention Bureau, Community Education, and the Defensible Space Inspection Program. These programs are detailed below and are integral components of the CWPP.

FIRE PREVENTION BUREAU

The Town of Paradise Fire Prevention Bureau, a key part of the Community Development Department, is dedicated to protecting lives, properties, and the environment through a proactive approach to fire prevention. Led by the Fire Marshal and supported by two full-time Fire Inspectors, the bureau works closely with local developers and business owners to provide expert advice on fire and life safety engineering, permitting, and inspections. This collaboration aims to enhance community safety through education, leadership, and collective efforts.

The Fire Marshal's Office is critical in enforcing essential parts of the Paradise Municipal Code and the California Building Standards Code. Its duties include overseeing use permits, reviewing and permitting building and fire system plans, and enforcing Title 19 of the California Code of Regulations for regulated occupancies. The team ensures compliance with the Public Resources Code, California Minimum Fire Safe Regulations, and other relevant new construction and land division codes.

In alignment with the California Wildfire Prevention Plan, the bureau focuses on structural fire resilience and pre-fire management strategies. These include improving emergency vehicle access, ensuring accurate property addressing, promoting ignition-resistant materials, maintaining defensible space, and managing vegetation effectively. The bureau's efforts in vegetation management are mainly focused on reviewing and approving landscaping and fuel modification plans to reduce wildfire risk.

The Fire Prevention Bureau is essential in translating statewide wildfire prevention strategies to meet local needs through inspections, code enforcement, and public education. The bureau significantly enhances community resilience against wildfires through partnerships with various governmental levels, employing a comprehensive approach that integrates proactive planning and community involvement.

PUBLIC EDUCATION

Each year, the Town of Paradise engages thousands of residents, children and adults, through various educational initiatives at school programs, fair exhibits, and community gatherings. These events feature critical topics such as stop, drop and roll; home safety; fire safety; and defensible space. Additionally, career fairs for young people highlight opportunities within the fire prevention field, showcasing potential career paths.

The effectiveness of these public education efforts can be credited to the unwavering dedication of multiple agencies, active community involvement, and the proactive measures taken by fire prevention personnel. Their direct engagement at events ensures that safety messages are delivered personally, demonstrating the Town's commitment to exceptional community service.

Furthermore, Defensible Space Inspectors are vital in educating residents about the Town of Paradise's Municipal Code Chapter 8.58, which covers defensible space and hazardous fuels management. These inspectors visit homes door-to-door, distributing educational materials and advising residents on establishing the necessary defensible space around properties to enhance fire safety. Their mission is

comprehensive, aiming to reach every homeowner in the town through face-to-face interactions or mail, ensuring that all residents have the information needed to protect their homes effectively.

DEFENSIBLE SPACE INSPECTION PROGRAM

The Fire Prevention Bureau manages the Defensible Space Inspection Program in Paradise, which includes two Fire Inspectors who oversee the program, two limited-term grant-funded Fire Inspectors, and one Office Assistant, funded through FY25/26. Specializing in High or Very High Fire Hazard Severity Zones (FHSZs), one inspector focuses on real estate transaction inspections as required by California Civil Code Section 1102.19, enacted on July 1, 2021, following Assembly Bill 38 and Paradise Municipal Code 8.58.

Paradise enhances state defensible space requirements set by California Public Resources Code (PRC) 4291 with Municipal Code Chapter 8.58, which mandates year-round inspections for all properties. These inspections ensure a 5-foot noncombustible zone around structures and a 100-foot clearance, regardless of property lines, to reduce wildfire risks, enhance firefighting, and protect community and natural areas.

Properties failing to meet standards receive follow-up inspections and are documented and prioritized by violation severity, community impact, inspector availability, and resident requests. Non-compliant properties may be escalated to Town Code Enforcement and potentially to Town Council for public nuisance and abatement actions.

These rigorous standards are vital to Paradise’s strategy to mitigate the threat of devastating wildfires, safeguarding the community through proactive fire management policies.

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APPENDIX I:

Fuel Treatment Activities

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FUEL TREATMENT ACTIVITIES

Table I.1 is a comprehensive summary of various fuel treatment projects aimed at mitigating wildfire risks across various communities throughout the county. These projects play a crucial role for enhancing forest health, protecting communities from wildfire hazards, and reducing the severity of wildfire events. Outlined are key pieces of information for each project, including the project name, responsible agency, current status, expected or actual completion year, types of treatments applied, and the area covered in acres. This information is vital for risk mitigation, resource allocation, stakeholder coordination, progress tracking, public awareness, and strategic planning.

Table I.1 is presented as a “living document” that will be updated in real-time as needed. The updated fuel treatment activity list in Table I.1 will be included when this document is revised during each annual review cycle.

The geographic areas associated with the projects listed in Table I.1 are geographically referenced in Figure I.1.



Butte County Fire’s masticator working on the South Paradise VMP.

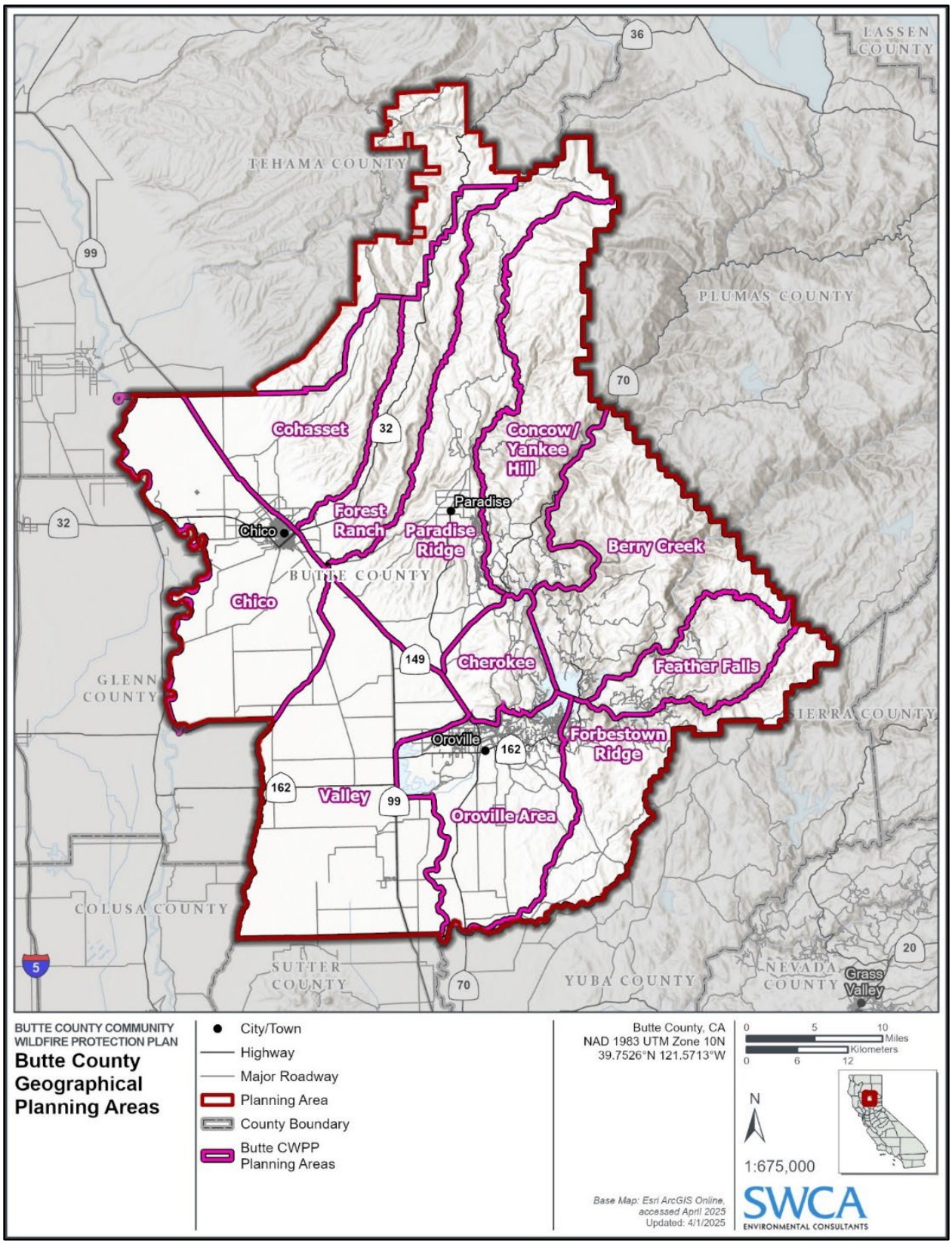


Figure I.1. Butte County Geographic Planning Areas.

Table I.1. Butte County Fuel Treatment Project Summaries

Project Name	Objective	Status	Project Acres	Project Contact	Collaborating Partners	CAL FIRE Battalion	Geographic Area
Berry Brush WUI Hazardous Fuels Reduction Project	Fuels Reduction	Active	21,437	PNF	BCRCD	5	Berry Creek
Berry Creek Fuels Reduction	Fuels Reduction	Active	33	BCFSC		5	Berry Creek
French Creek I Hazardous Fuels Reduction	Fuels Reduction	Active	2,610	PNF		5	Berry Creek
Berry Creek Fuels Reduction	Fuels Reduction	Completed	157	BCFSC		5	Berry Creek
Forest Health and Feather River Watershed	Fuels Reduction	Completed	100	BCFSC		5	Berry Creek
Lindo Channel Defensible Space Project	Fuel Reduction/ Broadcast Burn	Active	44	Chico FD	FEMA/Cal OES	Chico City	Chico
Lindo Channel Fuels Reduction	Fuel Reduction/ Broadcast Burn	Active	250	Chico FD		Chico City	Chico
Lower Park Fuel Reduction	Fuel Reduction/ Broadcast Burn	Active	250	Chico FD	Chico Parks Department	Chico City	Chico
Middle Park Fuel Reduction	Fuel Reduction/ Broadcast Burn	Active	100	Chico FD	Chico Parks Department, BCRCD	Chico City	Chico
Park Fire Dozer Line Annual Maintenance	Fuel Reduction/ Broadcast Burn	Active	25	Chico FD	Chico Parks Department	Chico City	Chico
Upper Park Road Fuels Reduction Project	Fuel Reduction/ Broadcast Burn	Active	150	Chico FD	Chico Department of Public Works	Chico City	Chico
Whispering Winds Shaded Fuel Break	Fuel Reduction/ Broadcast Burn	Active	25	Chico FD	Chico Parks Department	Chico City	Chico
Big Chico Creek Ecological Reserve - Expansion	Fuels Reduction	Active	3,855	BCCER	BCRCD, BCFSC	2	Cohasset
Cal Fire Rx Support	Fuels Reduction	Active	350	BCFSC	CAL FIRE	2	Cohasset
CCI WUI Wide Restoration	Fuels Reduction	Active	138	BCFSC		2	Cohasset
Cohasset Forest Resilience	Fuels Reduction	Active	232	BCFSC		2	Cohasset
Cohasset Loop Fuels Reduction	Fuels Reduction	Active	161	BCFSC		2	Cohasset
Cohasset TRA NOE	Fuels Reduction	Active	9	CAL FIRE		2	Cohasset
Musty Buck Ridge Restoration	Fuels Reduction	Active	45	BCFSC		2	Cohasset
Station 23 VTP	Fuels Reduction	Active	45	CAL FIRE		2	Cohasset

Project Name	Objective	Status	Project Acres	Project Contact	Collaborating Partners	CAL FIRE Battalion	Geographic Area
Cohasset Forest Resilience	Fuels Reduction	Completed	345	BCFSC		2	Cohasset
Cohasset Fuels Reduction	Fuels Reduction	Completed	251	BCFSC		2	Cohasset
Cohasset Roadside Fuels Reduction	Fuels Reduction	Completed	69	BCFSC		2	Cohasset
Cohasset School Fuels Reduction	Fuels Reduction	Completed	5	BCFSC		2	Cohasset
Musty Buck	Fuels Reduction	Completed	15	BCFSC		2	Cohasset
Big Chico Creek Watershed Stewardship	Prescribed Fire, Fuels Reduction	Planned	401	Mechoopda Indian Tribe of Chico Rancheria		2	Cohasset
H Line VTP	Fuel Reduction/ Prescribed Fire	Planned	3,570	CAL FIRE	Sierra Pacific Industries	2	Cohasset
Iron Canyon VMP	Fuel Reduction/ Prescribed Fire	Proposed	8,179	CAL FIRE		2	Cohasset
Sheep Hollow VMP	Fuel Reduction/ Prescribed Fire	Proposed	5,966	CAL FIRE		2	Cohasset
Sycamore VMP	Fuel Reduction/ Prescribed Fire	Proposed	9,640	CAL FIRE		2	Cohasset
Tuscan VMP	Fuel Reduction/ Prescribed Fire	Proposed	3,552	CAL FIRE		2	Cohasset
Boot 1, 2, 4, 5	Fuels Reduction	Active	42,949	YHFSC		1	Concow/Yankee Hill
Concow Fire Salvage Project	Fuels Reduction	Active	482	PNF		1	Concow/Yankee Hill
Concow Pyrodiversity Project	Reforestation, Fuel Reduction, Prescribed Fire	Active	34,971	BCRCD, PNF	Sierra Pacific Industries, CAL FIRE, private land owners, USFS, BCFSC, YHFSC	1	Concow/Yankee Hill
Concow Resilience	Fuels Reduction	Active	594	BCRCD	CAL FIRE, SNC, USFS, PNF	1	Concow/Yankee Hill
Concow Resilience Project	Fuels Reduction	Active	860	PNF	BCRCD	1	Concow/Yankee Hill
Concow/Yankee Hill - Staging Areas	Fuels Reduction	Active	4,263	YHFSC		1	Concow/Yankee Hill

Project Name	Objective	Status	Project Acres	Project Contact	Collaborating Partners	CAL FIRE Battalion	Geographic Area
Sawmill Peak Recovery Project	Prescribed Fire/ Fuels Reduction	Active	132	BCFSC		1	Concow/Yankee Hill
Transfer Ridge FB	Fuels Reduction	Active	45	Sierra Pacific Industries		1	Concow/Yankee Hill
V-Line	Fuels Reduction	Active	236	Sierra Pacific Industries		1	Concow/Yankee Hill
Yankee Hill Evacuation Plan – 1 Concow Rd	Fuels Reduction	Active	177	YHFSC		1	Concow/Yankee Hill
Yankee Hill Evacuation Plan – 10 Hwy 70	Fuels Reduction	Active	177	YHFSC		1	Concow/Yankee Hill
Yankee Hill Evacuation Plan – 11 Big Bend Rd	Fuels Reduction	Active	112	YHFSC		1	Concow/Yankee Hill
Yankee Hill Evacuation Plan – 12 Detlow Rd	Fuels Reduction	Active	15	YHFSC		1	Concow/Yankee Hill
Yankee Hill Evacuation Plan – 13 Yankee Hill	Fuels Reduction	Active	67	YHFSC		1	Concow/Yankee Hill
Yankee Hill Evacuation Plan – 14 Rich Gulch Rd	Fuels Reduction	Active	78	YHFSC		1	Concow/Yankee Hill
Yankee Hill Evacuation Plan – 15 Truex Rd	Fuels Reduction	Active	10	YHFSC		1	Concow/Yankee Hill
Yankee Hill Evacuation Plan – 2 Cirby Creek	Fuels Reduction	Active	17	YHFSC		1	Concow/Yankee Hill
Yankee Hill Evacuation Plan – 3 Hoffman Rd	Fuels Reduction	Active	40	YHFSC		1	Concow/Yankee Hill
Yankee Hill Evacuation Plan – 4 Ishi Trail	Fuels Reduction	Active	22	YHFSC		1	Concow/Yankee Hill
Yankee Hill Evacuation Plan – 5 Jordan Hill Rd	Fuels Reduction	Active	60	YHFSC		1	Concow/Yankee Hill
Yankee Hill Evacuation Plan – 6 Deadwood Rd	Fuels Reduction	Active	38	YHFSC		1	Concow/Yankee Hill
Yankee Hill Evacuation Plan – 7 Andy Mountain Rd	Fuels Reduction	Active	30	YHFSC		1	Concow/Yankee Hill
Yankee Hill Evacuation Plan – 8 Nelson Bar Rd	Fuels Reduction	Active	16	YHFSC		1	Concow/Yankee Hill

Project Name	Objective	Status	Project Acres	Project Contact	Collaborating Partners	CAL FIRE Battalion	Geographic Area
Yankee Hill Evacuation Plan – 9 Lunt Rd	Fuels Reduction	Active	32	YHFSC		1	Concow/Yankee Hill
Concow Rd	Fuels Reduction	Completed	122	YHFSC		1	Concow/Yankee Hill
Crain Ridge Rd SFB	Fuels Reduction	Completed	209	YHFSC		1	Concow/Yankee Hill
Crane Valley Meadow Restoration	Wetland Restoration	Planned	96	BCRCD	Sierra Pacific Industries, LNF	1	Concow/Yankee Hill
Rim Road Strategic Fuel Break	Fuels Reduction	Planned	189	BCFSC		1	Concow/Yankee Hill
Andy Mountain Rd	Fuels Reduction	Proposed	54	YHFSC		1	Concow/Yankee Hill
Comfort Lane Area	Fuels Reduction	Proposed	58	YHFSC		1	Concow/Yankee Hill
Concow Rd North	Fuels Reduction	Proposed	210	YHFSC		1	Concow/Yankee Hill
Concow Rd South	Fuels Reduction	Proposed	45	YHFSC		1	Concow/Yankee Hill
Granite Ridge SFB	Fuels Reduction	Proposed	360	YHFSC		1	Concow/Yankee Hill
Rim Rd	Fuels Reduction	Proposed	69	YHFSC		1	Concow/Yankee Hill
Rock Creek Contingency Line	Fuels Reduction	Proposed	200	CAL FIRE		1	Concow/Yankee Hill
Transfer FB	Fuels Reduction	Proposed	24	Sierra Pacific Industries		1	Concow/Yankee Hill
Butte Creek House Meadow Restoration Project	Wetland Restoration	Active	107	BCRCD	CDFW	2	Concow/Yankee Hill
Craig Access Fuels Reduction and Restoration Project	Fuel Reduction/ Prescribed Fire	Active	80	CA State Parks		5	Feather Falls
DWR Enterprise Fuels Reduction	Fuel Reduction	Active	308	DWR	CAL FIRE	5	Feather Falls
Feather Falls Restoration and Resilience Project		Active	915	PNF	Mooretown Rancheria	5	Feather Falls

Project Name	Objective	Status	Project Acres	Project Contact	Collaborating Partners	CAL FIRE Battalion	Geographic Area
Midrock SFB	Fuels Reduction	Active	140	Sierra Pacific Industries		5	Feather Falls
Mooretown Tribal Cultural Landscape	Fuels Reduction	Active	5,915	Mooretown Rancheria		5	Feather Falls
Swain Hill SFB	Fuels Reduction	Active	201	Sierra Pacific Industries		5	Feather Falls
Lumpkin Rd Post North Complex Fire Fuels Reduction	Fuels Reduction	Completed (monitoring required)	120	BCRCD	BLM, CAL FIRE	5	Feather Falls
Jackson Ridge FB	Fuels Reduction	Planned	44	Sierra Pacific Industries		5	Feather Falls
35/45 Maintenance	Fuels Reduction	Active	38	BCFSC		5	Forbestown Ridge
Forbestown Forest Resilience	Fuels Reduction	Active	88	BCFSC		5	Forbestown Ridge
Forest Health and Feather River	Fuels Reduction	Active	1,509	BCFSC		5	Forbestown Ridge
Loafer Creek DWR VMP	Fuel Reduction/ Prescribed Fire	Active	938	DWR	CAL FIRE, CA State Parks, BCFSC	6	Forbestown Ridge
Phoenix VMP	Fuel Reduction/ Prescribed Fire	Active	6,877	CAL FIRE		5	Forbestown Ridge
Swedes Flat Fire Hazard Tree & Fuels Reduction	Shaded Fuel Break	Active	80	BCRCD	CAL FIRE	5	Forbestown Ridge
Swedes Flat VMP	Fuel Reduction/ Prescribed Fire	Active	130	CAL FIRE		5	Forbestown Ridge
Butte Prescribed Burn Association	Fuels Reduction	Active	149	BCRCD	Private landowners; CAL FIRE	5	Forbestown Ridge
Forbestown Forest Resilience	Fuels Reduction	Completed	87	BCFSC		5	Forbestown Ridge
Forbestown Fuels Reduction	Fuels Reduction	Completed	257	BCFSC		5	Forbestown Ridge
Forbestown Restoration Project	Fuels Reduction	Completed	97	BCFSC		5	Forbestown Ridge
Forest Health and Feather River	Fuels Reduction	Completed	3	BCFSC		5	Forbestown Ridge
Mt. Ida Fuels Reduction	Fuels Reduction	Completed	74	BCFSC		5	Forbestown Ridge
DWR Canyon Creek/HWY 162 Corridor Fuels Reduction	Fuel Reduction	Completed	456	DWR		5	Forbestown Ridge
DWR Stringtown Fuels Reduction	Fuel Reduction	Planned	433	DWR		5	Forbestown Ridge

Project Name	Objective	Status	Project Acres	Project Contact	Collaborating Partners	CAL FIRE Battalion	Geographic Area
Lost Creek FB (Contingency)	Fuels Reduction	Planned	10	Sierra Pacific Industries		5	Forbestown Ridge
Powerline FB (PG&E Distribution)	Fuels Reduction	Planned	8	Sierra Pacific Industries		5	Forbestown Ridge
Prune Orchard FB (Contingency)	Fuels Reduction	Planned	17	Sierra Pacific Industries		5	Forbestown Ridge
South Mooreville SFB	Fuels Reduction	Planned	169	Sierra Pacific Industries		5	Forbestown Ridge
Woodleaf SFB	Fuels Reduction	Planned	142	Sierra Pacific Industries		5	Forbestown Ridge
Forbestown Contingency Line	Fuels Reduction	Proposed	200	CAL FIRE		5	Forbestown Ridge
South Mooreville FB (Contingency)	Fuels Reduction	Proposed	27	Sierra Pacific Industries		5	Forbestown Ridge
WUI Wide Restoration	Prescribed Fire/Fuels Reduction	Planned	2,583	BCFSC		1,2,5,6	Forbestown/Forest Ranch
Big Chico Creek Ecological Reserve - ZH	Fuels Reduction	Active	4,060	BCCER	BCRCD, BCFSC	2	Forest Ranch
Big Chico Creek Forest Health	Fuels Reduction	Active	235	BCFSC		2	Forest Ranch
Big Chico Creek Forest Resilience	Prescribed Fire/ Fuels Reduction	Active	417	BCFSC		2	Forest Ranch
Forest Ranch Roadside Fuels Reduction	Fuels Reduction	Active	150	BCFSC		2	Forest Ranch
Station 22 NOE	Fuels Reduction	Active	5	CAL FIRE		2	Forest Ranch
Turkel NOE	Fuels Reduction	Active	72	CAL FIRE		2	Forest Ranch
Big Chico Creek Forest Health	Fuels Reduction	Completed	234	BCFSC		2	Forest Ranch
Big Chico Creek Forest Resilience	Fuels Reduction	Completed	120	BCFSC		1 & 2	Forest Ranch
Forest Ranch Roadside Fuels Reduction	Fuels Reduction	Completed	285	BCFSC		2	Forest Ranch
Big Chico Creek Ecological Reserve VMP	Fuel Reduction/ Prescribed Fire	Planned	1,655	CAL FIRE	BCRCD, BLM Redding Field Office (REFO), CAL FIRE,	2	Forest Ranch

Project Name	Objective	Status	Project Acres	Project Contact	Collaborating Partners	CAL FIRE Battalion	Geographic Area
Forest Resilience and Restoration	Fuels Reduction	Planned	1,063	BCFSC		1, 2, 5, & 8	Forest Ranch
B-Line Contingency	Fuels Reduction	Proposed	50	CAL FIRE		2	Forest Ranch
Carpenter Ridge Contingency Line	Fuels Reduction	Proposed	100	CAL FIRE		2	Forest Ranch
Forks of Butte Forest Health Project	Fuels Reduction	Planned	2,071	BCRCD	BLM	1 & 2	Forest Ranch/ Paradise Ridge
DWR Bidwell Canyon/Kelly Ridge/Saddle Dam Fuels Reduction	Fuel Reduction	Active	575	DWR		6	Oroville Area
DWR Diversion Dam/Power Canal Fuels Reduction	Fuel Reduction	Active	178	DWR		6 & 9	Oroville Area
DWR Feather River Fish Hatchery Fuels Reduction	Fuel Reduction	Active	50	DWR		6 & 9	Oroville Area
DWR HMGP Hazardous Fuels Reduction	Fuel Reduction	Active	305	DWR		6	Oroville Area
DWR Hyatt Fuels Reduction	Fuel Reduction	Active	244	DWR	CAL FIRE	6	Oroville Area
DWR Oroville Wildlife Area VMP	Prescribed Fire/ Fuel Reduction	Active	4,214	DWR	CAL FIRE	9	Oroville Area
DWR Sewim Bo/Old Ferry Road Fuels Reduction Project	Fuel Reduction	Active	15	DWR		9	Oroville Area
DWR Thermalito Grassland Rx	Prescribed Fire	Active	865	DWR	CAL FIRE, CA State Parks	6	Oroville Area
East Oroville Hazardous Fuels Reduction	Fuels Reduction	Active	362	BCFSC	DWR, CA State Parks, CAL FIRE, PG&E, Mooretown Rancheria, Berry Creek Rancheria, Enterprise Rancheria, Konkow Valley Band of Maidu Indians	6	Oroville Area
Forest Resilience and Watershed Protection in State Parks of Butte County	Fuel Reduction/Prescribed Fire	Active	500	CA State Parks	DWR	6 & 9	Oroville Area
Mt. Ida Fuels Reduction	Fuels Reduction	Active	38	BCFSC		6	Oroville Area
Pioneer Trail Roadside	Fuels Reduction	Active	2	BCFSC		6	Oroville Area

Project Name	Objective	Status	Project Acres	Project Contact	Collaborating Partners	CAL FIRE Battalion	Geographic Area
Rabe Rd NOE	Prescribed Fire	Active	79	CAL FIRE	DWR	6	Oroville Area
Defensible Space	Fuels Reduction	Completed	48	BCFSC		6	Oroville Area
Hazardous Fuels Reduction for Camp and North Complex	Fuels Reduction	Completed	25	BCFSC		6 & 9	Oroville Area
DWR Canyon Drive Fuels Reduction	Fuel Reduction	Completed	26	DWR		6	Oroville Area
DWR Lakeland Blvd. Fuels Reduction	Fuel Reduction	Completed	30	DWR		6	Oroville Area
DWR Dark Canyon Fuels Reduction	Fuel Reduction	Planned	70	DWR		6	Oroville Area
DWR Diversion Pool Fuels Reduction	Fuel Reduction	Planned	643	DWR		6	Oroville Area
DWR East Oroville VMP	Prescribed Fire/ Fuel Reduction	Planned	1,950	DWR	CAL FIRE, PG&E, BCFSC, State Parks	6	Oroville Area
DWR Goat Ranch/Spring Valley Fuels Reduction	Fuel Reduction	Planned	381	DWR		6	Oroville Area
DWR Kelly Ridge Point Fuels Reduction	Fuel Reduction	Planned	371	DWR	CAL FIRE	6	Oroville Area
DWR Potters Ravine Post Fire Recovery	Prescribed Fire/ Fuel Reduction	Planned	486	DWR		6	Oroville Area
DWR Spillway Fuels Reduction	Prescribed Fire/ Fuel Reduction	Planned	202	DWR		6	Oroville Area
DWR Thompson Fire Post Fire Recovery	Prescribed Fire/ Fuel Reduction	Planned	1,220	DWR		6	Oroville Area
High Test Kennels NOE	Fuel Reduction/ Prescribed Fire	Planned	114	CAL FIRE		7	Oroville Area
North-Fork Bloomer Fuels Reduction	Fuel Reduction	Planned	455	CA State Parks		6 & 9	Oroville Area
Potters Ravine Recovery Project	Fuel Reduction	Planned	565	CA State Parks	DWR	6 & 9	Oroville Area
Upper Mooreville SFB	Fuels Reduction	Planned	57	Sierra Pacific Industries		6	Oroville Area
Wyandotte HFR	Fuel Reduction/ Prescribed Fire	Planned	3,981	CAL FIRE	BCFSC	6	Oroville Area

Project Name	Objective	Status	Project Acres	Project Contact	Collaborating Partners	CAL FIRE Battalion	Geographic Area
Butte Creek Ecological Preserve Stewardship	Prescribed Fire, Fuels Reduction	Active	93	Mechoopda Indian Tribe of Chico Rancheria	CAL FIRE	2	Paradise Ridge
Butte Fire Center HFR	Fuel Reduction/ Prescribed Fire	Active	81	CAL FIRE		1	Paradise Ridge
Camelot VMP	Prescribed Fire, Fuels Reduction	Active	1,665	Mechoopda Indian Tribe of Chico Rancheria	CAL FIRE	4	Paradise Ridge
Camp Fire North Complex Grazing	Fuels Reduction	Active	1356	BCFSC		1	Paradise Ridge
Camp Fire Strategic Fuels Reduction	Fuels Reduction	Active	51	BCFSC		8	Paradise Ridge
Category 4 Tree Removal Program	Fuels Reduction	Active	11,565	Town of Paradise	CAL FIRE, BCFSC	8	Paradise Ridge
De Sabla Forest Restoration	Fuels Reduction	Active	935	BCFSC		1	Paradise Ridge
DWR Lime Saddle Fuels Reduction	Fuel Reduction	Active	428	DWR		1	Paradise Ridge
Forest Health Upper Watershed	Prescribed Fire/ Fuels Reduction	Active	1,623	BCFSC		1, 2, & 8	Paradise Ridge
Lovelock SFB	Fuels Reduction	Active	11	Sierra Pacific Industries		1	Paradise Ridge
Magalia Fire Salvage Project	Fuels Reduction	Active	177	PNF		1	Paradise Ridge
Magalia Forest and Wildfire Resilience	Fuels Reduction	Active	185	BCFSC		1	Paradise Ridge
Magalia Roadside Fuels Reduction	Fuels Reduction	Active	14	BCFSC		1	Paradise Ridge
My Sierra Woods Parcel	Fuels Reduction	Active	20	BCFSC		1	Paradise Ridge
Paradise Lake SFB	Fuels Reduction	Active	205	Sierra Pacific Industries		1	Paradise Ridge
Public/Private Roads Right of Way	Fuels Reduction	Active	2,335	Town of Paradise	CAL FIRE	8	Paradise Ridge
South Paradise VMP	Fuel Reduction/ Prescribed Fire	Active	8,175	CAL FIRE		1	Paradise Ridge
Station 35 NOE	Fuels Reduction	Active	11	CAL FIRE		1	Paradise Ridge

Project Name	Objective	Status	Project Acres	Project Contact	Collaborating Partners	CAL FIRE Battalion	Geographic Area
Stirling SFB	Fuels Reduction	Active	296	Sierra Pacific Industries		1	Paradise Ridge
Upper Butte Creek Forest Health Initiative	Fuels Reduction/ Prescribed Fire	Active	19,835	BCRCD	Almanor Ranger District, LNF	2	Paradise Ridge
Wajim Kumbali Stewardship	Fuels Reduction	Active	635	Mechoopda Indian Tribe of Chico Rancheria		1	Paradise Ridge
Bader Mine	Fuels Reduction	Completed	8	BCFSC		1	Paradise Ridge
BLM Hazard Tree Removal for Upper Ridge Nature Preserve	Fuels Reduction	Completed	25	BCRCD	BLM, BCFSC	1	Paradise Ridge
Butte Creek Forest Health	Fuels Reduction	Completed	46	BCFSC		1	Paradise Ridge
Camp Fire Fuels Reduction	Fuels Reduction	Completed	135	BCFSC		8	Paradise Ridge
Magalia Forest and Wildfire Resilience	Prescribed Fire	Completed	82	BCFSC		1	Paradise Ridge
My Sierra Woods	Fuels Reduction	Completed	318	BCFSC		1, 4, & 5	Paradise Ridge
Skylock	Fuels Reduction	Completed	14	BCFSC		1	Paradise Ridge
Upper Ridge Nature Preserve	Fuels Reduction	Completed	25	BLM	BCRCD, BCFSC	1	Paradise Ridge
West Branch	Fuels Reduction	Completed	50	BCFSC		1	Paradise Ridge
WUI Wide Restoration	Fuels Reduction	Completed	132	BCFSC		1	Paradise Ridge
Lower Paradise Fuels Reduction Project	Fuels Reduction	Planned	5,000	Town of Paradise	BCFSC, PRFSC, CAL FIRE	8	Paradise Ridge
My Sierra Woods	Fuels Reduction	Planned	207	BCFSC		1, 4, & 5	Paradise Ridge
Upper Butte Creek Forest Health Initiative	Fuels Reduction	Planned	19,827	Lassen NF	BCRCD	2	Paradise Ridge
West Branch Fuels Reduction Project	Fuels Reduction	Planned	2,000	Town of Paradise	BCFSC, PRFSC, CAL FIRE, PRPD, BLM, DWR	8	Paradise Ridge
Powellton SFB	Fuels Reduction	Proposed	573	Sierra Pacific Industries		1	Paradise Ridge
Forks of the Butte	Fuels Reduction	Planned	2,070	BLM	BCRCD	1 & 2	Paradise Ridge/ Forest Ranch
Biggs Drainage Canal HFR	Fuel Reduction	Planned	169	City of Biggs		7	Valley
Biggs Power Line Clearance HFR	Fuel Reduction	Planned	88	City of Biggs		7	Valley

Project Name	Objective	Status	Project Acres	Project Contact	Collaborating Partners	CAL FIRE Battalion	Geographic Area
Biggs Wastewater Retention Ponds HFR	Fuel Reduction	Planned	161	City of Biggs		7	Valley
Gridley Drainage Canal HFR	Fuels Reduction	Active	222	City of Gridley		7	Valley
Gridley Emergency Sewer Storage Ponds	Fuels Reduction	Active	22	City of Gridley		7	Valley
Gridley Power Line Clearance HFR	Fuels Reduction	Active	10	City of Gridley		7	Valley
Gridley Wastewater Retention Ponds HFR	Fuels Reduction	Active	26	City of Gridley		7	Valley

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APPENDIX J:

Fuel Treatment Effectiveness Reports

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FUEL TREATMENT EFFECTIVENESS REPORTS

CAL FIRE's Fuel Treatment Effectiveness Reports (FTERs) assess how past fuel reduction projects have influenced fire behavior and suppression efforts. This section includes both video and written FTERs, each providing insights into the effectiveness of these treatments in real-world wildfire scenarios.

VIDEO FUEL TREATMENT EFFECTIVENESS REPORTS

Local video FTERs available on YouTube:

- **Fuel Break Highway 32 near Forest Ranch**: https://www.youtube.com/watch?v=g-3TXqY3ugY&t=84s
- **The Park Fire, the Community of Cohasset, and Collaborative Successes**: https://www.youtube.com/watch?v=7xc_gVOmm-E&t=1s
- **How A Fuel Reduction Project Helped Save Lives During the Park Fire**: https://www.youtube.com/watch?v=rt3u8rtcGk4

WRITTEN FUEL TREATMENT EFFECTIVENESS REPORTS

2008 BTU Camp and Humboldt Fires

Fuel Reduction Work Protects Homes During Butte County Wildfires

On June 21, 2008 a lightning storm swept through California's Sierra Nevada mountains, peppering the region with over 8,000 lightning strikes and starting over 2,000 forest fires. Most of the fires were put out while they were still small, but several hundred grew to the point where they required a significant resource commitment, and significant danger to mountain communities that continued for more than a month.

Butte County was especially hard hit, with 31 fires that eventually burned 59,440 acres. One fire, called the "Camp" fire, burned through the communities of Yankee Hill and Concow, destroying 106 homes. However, many more homes were spared because of fuel reduction projects previously undertaken by local Fire Safe Councils.

Success Story – Yankee Hill Fire Safe Council
Concow Road Fuel Reduction and Safety Zones
(07BLM9813)

The picture below was taken along Concow Road during firefighting operations. The burned area had previously received fuel reduction treatment by the Yankee Hill Fire Safe Council. Funding for the work was provided by the local community and by a 2007 grant from the US Department of the Interior, Bureau of Land Management Firefighters used the fuelbreak as an anchor point from which to backfire. The reduced fuel volume in the treated area allowed the backfire to burn upslope and away from the road with low intensity, reducing the amount of firebrands produced by the fire, and preventing it from becoming established across the road. As the fire continued upslope it eventually joined the main fire coming over the ridge, and caused it to burn itself out in that area.

The second picture shows the same area several days later. The right side of the road shows what the left side looked like prior to treatment. The area shown is just a small portion of the total area treated during this project.



Roadside fuel reduction zone used as an anchor pint for backfiring. Note that the fire is burning on the ground with low intensity, and has not climbed into the tree canopy.

The fuelbreak established by this project provided protection for approximately 25 homes and created a fuel reduction zone around Crain Park. This park serves as an evacuation site and safety zone for residents who are forced to abandon their homes because of an approaching wildfire. In the case of this fire, many residents did just that, as did firefighters whose capabilities were temporarily overwhelmed as the fire swept though the area. This is one of three evacuation safety zones where the protection of evacuees from approaching wildfires was improved as a result of this project.



The same area several days after the fire, showing the difference in fuel volumes between treated and untreated areas. Firefighters could not have used the area on the right for backfiring operations because the heavier fuel volume would have put them at risk and could have caused spotting, which would have defeated their control objective.

Another fuel reduction project nearly, along Jordan Hill Road, provided protection for nearly 200 homes. In this area the approaching fire burned downslope, but when it reached the roadside fuelbreak its intensity diminished, preventing it from jumping the road and running upslope toward the homes. This project was also funded by the local community and by a 2003 from the US Department of the Interior, Bureau of Land Management.

Success Story – Butte County Fire Safe Council
Defensible Space Chipper and Special Needs Assistance Program
(07BLM9788)

While California law requires that wildland residents create non-flammable areas and fuel reduction zones for a minimum of 100 feet around their structures, many elderly, disabled, and economically disadvantaged citizens lack the ability to perform this work on their own. The members of the Butte County Fire Safe

Council recognized this problem, and went about finding a way to solve it. With the help of the local community and a grant from the US Department of the Interior, Bureau of Land Management, they established a "Defensible Space Assistance" project aimed at helping these citizens to improve the safety of their homes.

Pictured below is the dooryard area immediately adjacent to one of several homes in the Concow area that benefitted from this project. In less than one day, a fuel reduction contractor was able to cut and chip enough of the brush and small trees surrounding the house to allow it to survive when the Camp fire swept through the area.

Chipping and spreading the flammable vegetation around the property changes the physical arrangement of the flammable vegetation, making it less exposed to the oxygen needed for combustion, and subjecting it to less pre-heating from the approaching wildfire. These two factors cause the fire to spread through the chips in a very slow, smoldering manner with very low fire intensity. When the fire spreads in this manner it does not generate firebrands nor the intense flames that can cause structures to ignite.



Another success for this project occurred about two weeks before the county was hit by the siege of lightning-caused fires. In this case, an arsonist lit a fire just south of Highway 32 on the east side of the city of Chico. Over the next several days this fire, called the Humboldt fire, burned south and east, being pushed along by high temperatures and north winds, until it eventually reached the western edge of the town of Paradise, where it destroyed many homes.

The other aspect of this project is Defensible Space Chipper portion. In this piece of the project the Council assists residents of dangerously exposed areas with reducing the fuel volume of brush that they have cut to improve clearance around structures. They do this by hiring contractors who chip the brush that the residents have cut and then spread it over their property. Many structures along the western edge of Paradise survived the Humboldt fire because flammable brush had been cut and chipped during this project.

The picture below shows a continuation of the chipping program after the Humboldt fire passed through the area. Chipping is just as effective after a fire as it is prior to it. By removing these dead fuels now, fire intensity will be much reduced if the same area burns again in subsequent years.



2023 Victoria Fire

VICTORIA FIRE
Fuel Break Utilization

Fire Year 2023

THE VICTORIA FIRE

Just before 4 PM on September 8, 2023, the CAL FIRE Butte Unit Emergency Command Center dispatched resources to a fire around Victoria Court in the unincorporated community of Magalia. The fire became known as the Victoria Fire. Upon arrival, the first company officer found a ground fire burning on the south side of a small drainage across from the end of Victoria Court. Within 100 yards of the fire's origin were at least three permanent residential structures as well as two RVs and trailers being used as long-term residences on parcels where the original residence was destroyed by the 2018 Camp Fire. Thanks to the Victoria Fire running into the Camp Fire Fuels Reduction Project, the fire was kept to ground-level with a slow rate of spread. With suppression action, the fire was contained to 0.23 acres and did not impact any structures or vehicles.

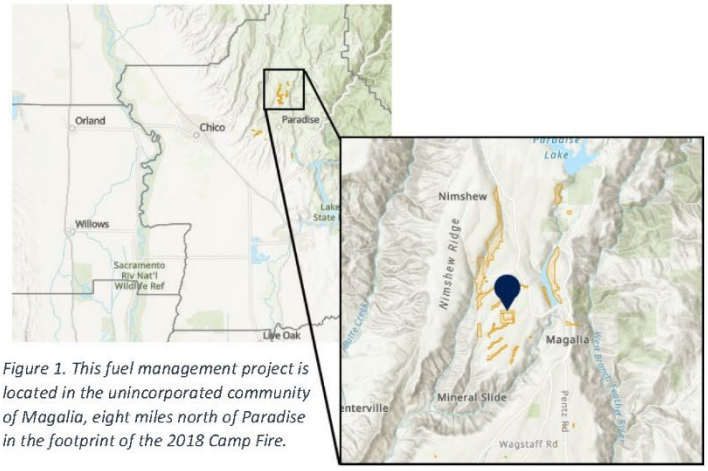


Figure 1. This fuel management project is located in the unincorporated community of Magalia, eight miles north of Paradise in the footprint of the 2018 Camp Fire.



Figure 2. Pre-fire fuels in treated area shown in the foreground. Fire area shown in the background left. Untreated area shown in the background right.

CAL FIRE Fuel Reduction Projects

EFFECTIVENESS OF THE **CAMP FIRE FUELS REDUCTION PROJECT**



Figure 3. Victoria Incident facing south. Pre-fire fuels in treated area shown in the foreground. Untreated area shown in the

This project was a collaborative effort through CAL FIRE's Wildfire Prevention Grants Program. Butte County Fire Safe Council received a CAL FIRE grant and had treated 1,128 acres from 2020 through the end of 2022. Fuels reduction activies performed as part of this project include, chipping, grazing, piling, and mechanical and manual thinning.

This area experienced significant structure loss during the 2018 Camp Fire, with less than 10 percent of the structures surviving the fire. Very few of the destroyed structures in this area have since been permanently rebuilt and only a few of the remaining property owners have reoccupied their parcels, with many living in RVs or trailers. This has left areas of overgrown vegetation adjacent to parcels that are occupied.

Without the treatments having been completed, the drainage in which fire occurred would likely have contained tall, dry grass as well as a dense brush. Fire would have spread rapidly through these flashy fuels. Thanks to the Camp Fire Fuels Reduction Project, the rate of spread of the fire was slowed significantly during the Victoria Incident and the potential threat to nearby residences and structures was abated.

LESSONS **LEARNED**

Quick and effective containment of the Victoria Fire demonstrates the effectivness and importance of Wildfire Prevention Grants funding and Fire Safe Councils managing fuels treatment projects in residential areas. Illustrating the importance of reducing ladder fuels; keeping the Victoria Fire to a ground-level made it significantly easier for firefighters to contain. Ladder fuels, such as brush and tall grasses, could have ignited the canopy of trees within the drainage. This would have lead to a considerably larger and more dangerous fire that would have required significantly more resources to effectively contain. Not only did the fuels treatment stem the spread of both radient heat and embers from the fire, it also provided crucial access to firefighting personnel and equipment.



2024 Park Fire (Cohasset Forest Health & Upper Watershed Resilience Project)

PARK FIRE

Fuel Treatment Effectiveness Report

Forest Health and Upper Watershed Resilience Project

Fire Year 2024

THE **PARK FIRE**

The Park Fire was the largest wildfire in 2024, creating a devastating impact on local communities, wildlife, and the environment. The incident ranks as the fourth-largest wildfire in California's history and scorched more than 420,000 acres. The fire was reported on the afternoon of July 24, 2024, in the Upper Bidwell Park area of Chico, and quickly escalated into a major threat. Numerous fire resources were dispatched, including CAL FIRE, the Chico Fire Department, and many other agencies. CAL FIRE Incident Management Teams were activated to help coordinate and manage the firefighting efforts. After a thorough investigation, CAL FIRE determined that the fire was the result of arson, and a suspect was arrested.

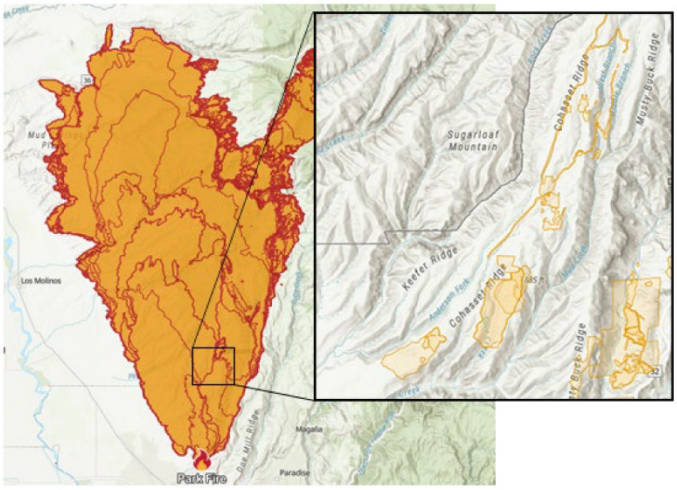


Figure 1. Map showing the treatments covered in this report around the area of Cohasset Ridge in Butte County.

EFFECTIVENESS OF THE **FOREST HEALTH AND UPPER WATERSHED RESILIENCE BUTTE COUNTY PROJECT**

The Forest Health and Upper Watershed Resilience Butte County Project is administered by the Butte County Fire Safe Council (BCFSC) utilizing CAL FIRE grant funding to treat multiple areas within Butte County. The hazardous fuel treatment in the Cohasset area occurred from January 1, 2022, to July 31, 2023, covering approximately 90 acres. This work involved mechanical mastication and thinning along with biomass removal to reduce undergrowth near homes. After initial work by the BCSFC, the Butte County Prescribed Burn Association (PBA) carried out prescribed burns in and around the treated areas to further reduce the fuel loading. The BCFSC conducted follow up treatment in Spring 2024 using funding from the Sierra Nevada Conservancy that expanded upon the original scope of work. This

CAL FIRE Fuel Reduction Projects

combination of removing excess fuel and burning was very effective in reducing damage during the Park Fire. During the Park Fire, this project helped create a safe area for firefighters to protect nearby houses. Also, the treatment allowed crews to redirect the fire away from the community of Cohasset and build dozer lines with the support of fire engines. Furthermore, it safeguarded taller trees by reducing flame height and preventing damage, which will improve the trees' survival rate after the fire.



Figure 2. Reduced fuel loading at ground level protected trees as the wildfire moved through. (date: August 8, 2024)

EFFECTIVENESS OF THE **COHASSET FUELS REDUCTION TREATMENT**

The Cohasset Fuels Reduction treatment was part of the Forest Health and Upper Watershed Resileince Project managed by the Butte County Fire Safe Council and funded through CAL FIRE's Forest Health Program. This treatment focused on lowering wildfire emissions through forest thinning, mastication, and chipping. This reduced the fuel load, enhancing the survival of mature trees during wildfires, such as the Park Fire. The project also aimed to increase carbon storage in the forest while safeguarding nearby communities and infrastructure. This treatment helped firefighters during the Park Fire by reducing fire intensity in the area, which enabled firefighters to protect nearby homes. Although some homes in the Cohasset area were lost, fire crews were able to safely access the area to facilitate evacuations and were able to protect at least ten homes in the immediate area of this treatment. By reducing ground and ladder fuels, the treatment also protected taller trees, lowered flame heights, and reduced damage to trees. This will minimize tree loss and promote the recovery of natural vegetation and wildlife.



Figure 3. View of the area across the road from the treatment area. This represents what the vegetation and fire fuel arrangement was prior to treatment. Note the connectivity of the horizontal and vertical fire fuels. (date: August 8, 2024)

EFFECTIVENESS OF **BIOMASS UTILIZATION TREATMENT**



Figure 4. Hand piles remained unburned after the fire moved through the area. Note limited damage to the tree canopy. (date: August 8, 2024)

The Biomass Utilization treatment is also part of the Forest Health and Upper Watershed Resilience project with funding from CAL FIRE's Forest Health Program. Over 90 acres were treated between April 1, 2023, and July 31, 2023, by a team from the Butte County Fire Safe Council (BCFSC) who removed 967.6 tons of biomass from the area. Biomass from this project was utilzied to generate over 1 million kilowatt-hours (kWh) of electricity- enough to power 100 or more homes for a year. Firefighters were able to take advantage of the reduced fuel loading in the area to help guide the fire away from certain parts of the Cohasset community. While some homes were lost, this treatment helped create a safer environment, allowing the crews to build fire lines and protect homes in the area.

LESSONS **LEARNED**

The fuel reduction and biomass removal treatments are components of the Forest Health and Upper Watershed Resilience Project. These initiatives demonstrated how collaborating with various agencies and strategically planning treatments such as thinning, mastication, and controlled burns can protect communities and enable fire crews to navigate the terrain safely during an incident. These treatment practices also showed that reducing vegetation along with ensuring proper spacing between trees not only protected the taller trees from the Park Fire but also reduced the fire's intensity, ultimately altering its behavior.



Figure 5. Treatment area after the Park Fire moved through the area. Effects of reduced fire behavior can be observed, including reduced scorch height and increased green tree canopy. (date: August 8, 2024)

CAL FIRE Fuel Reduction Projects

The Forest Health and Upper Watershed Resilience Project provides insights and lessons learned from the fuel treatments conducted near the Cohasset Ridge and Musty Buck Ridge. First, the methods of using mastication and controlled burns helped lower the intensity of the flames, allowing crews to take structure protection measures. The removal of underbrush in the area also assisted the firefighters in moving more easily and controlling the fire better. These types of strategies are components for managing wildfires, keeping communities safe, and helping the environment recover.



2024 Park Fire (Loafer Creek LLC Project)

PARK FIRE
Fuels Treatment Effectiveness Report
Loafer Creek LLC

Fire Year 2024

THE PARK FIRE

On July 24, 2024, just before 3:00 p.m. the Park Fire started on the eastern edge of Bidwell Park in Chico, Butte County. Driven by strongs winds from the south, the fire rapidly spread to 17,000 acres by 9:00 p.m. the same day and was over 100,000 acres within the first 24 hours. The fire perimeter continued to expand rapidly to the north where it impacted the Loafer Creek LLC Vegetation Management Project (VMP) early on the morning of July 25, 2024. With only one paved road, Cohasset road, as a major evacuation route from Cohasset, the Loafer Creek LLC VMP was important in providing time and space for the evacuation of Cohasset as well as the positioning of firefighting resources. The Park Fire has gone on to become the fourth largest fire in California's history, burning over

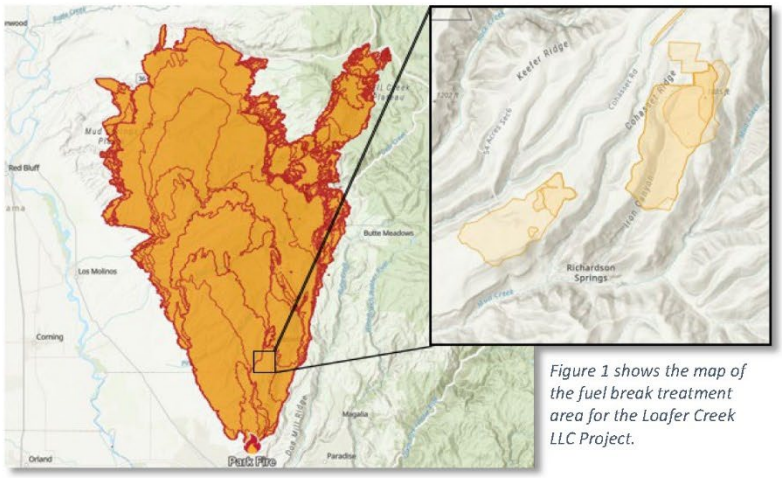


Figure 1 shows the map of the fuel break treatment area for the Loafer Creek LLC Project.



Figure 2 Initial attack aircraft dropping retardant on the fire north of Bidwell Park at 3:45 p.m. on July 24, 2024.

CAL FIRE Fuel Reduction Projects

429,000 acres in Butte, Shasta, Lassen, and Tehama counties.

EFFECTIVENESS OF **LOAFER CREEK LLC VEGETATION MANAGEMENT PROJECT**

The Loafer Creek LLC VMP became a target of opportunity to hold a flank of the rapidly growing Park Fire in Butte County. Alongside the CAL FIRE Butte Unit, Loafer Creek and the Butte County Firesafe Council were cooperatating partners on this project. Within the Loafer Creek LLC project area, there were multiple prescribed burn units as well as a wide range of manual and mechanical treatment activities, including thinning, piling, pile burning, crushing, mastication, and lop and scatter since 2021. A number of prescribed fire units were burned since 2021, with the most recent prescribed burn being conducted in November, 2023. Some of the areas burned in 2023 overlapped burn areas from previous years, which helped to treat regrowth and maintain the landscape.



Figure 3 Image of treatment "2023 Loafer Creek LLC HFR VMP Rx": The green vegetation on the left is the VMP burn unit that did not burn during the Park Fire. The blackened area on the right was not treated and burned during the Park Fire. August 13, 2024.

The treatments resulted in significantly decreased fire behavior within the overall treated area and within the recent prescribed burn units. Firefighters utilized the treated areas by constructing dozer and hand line on the northern side of the recent burn unit perimeter as well as utilizing the areas with reduced fuel to install hose lines to directly attack the fire.

Due to extreme fire behavior, long-range spotting, and an abundance of overgrown dry vegetation outside the boundaries of the burn unit, firefighting efforts were ultimately unable to completely stop the spread of the fire in this area. However, fire progression data shows the fire slowed considerably within the treated area versus the rapid expansion seen in the areas immediately to the north and south. In evaluating the fire progression data, the head of the fire was on track to have impacted Cohasset in the morning hours of June 25, 2024. Instead, with the fire slowing within the treated area, the community was impacted primarily by flanking fire that evening. This delayed the impact to the community of Cohasset by several hours, which not only allowed additional time for residents to evacuate, but also provided

firefighters time to access the area to conduct rescues, assist with evacuations, and set up to protect the community.

This project was also critical to delaying the impact to Cohasset Road just south of the community. Since Cohasset Road is the only paved egress from the greater Cohasset area, this protected the more heavily fuel loaded portions of the community's primary egress and emergency access route.

While observing the burn unit days after the Park Fire burned through the area, it was apparent that the tree mortality was reduced within the treated areas. There were areas of dramatically reduced burn severity within the treatment area compared to trees and vegetation that were destroyed in untreated areas around the prescribed burn unit. This will allow the vegetation to return to normal growth patterns much quicker than the untreated area, as well as facilitate erosion control and support wildlife habitat returning to this area.

LESSONS LEARNED **LOAFER CREEK LLC VEGETATION MANAGEMENT PROJECT**



Figure 4 California Conservation Corps Hand Crews lighting prescribed fire areas during the Cave Prescribed Fire on October 20, 2023. The Cave Project was one of the most recent prescribed fires that made up part of the larger Loafer Creek LLC VMP.

The Loafer Creek LLC VMP, which totals 637 acres, was crucial in slowing the impact of the Park Fire on the area of Cohasset while also reducing fire intensity in the treated area for an accelerated post-fire recovery. While the Park Fire has gone on to become one of the largest in the state's history, the effectiveness of the Loafer Creek LLC VMP demontrates how a network of fuels reduction efforts across the landscape can help slow and temper the impact of large-scale catastrpohic wildfires. By continuing to focus fuel reduction efforts on areas prone to wildfires and those strategically important for ingress and egress, CAL FIRE and its partners can not only reduce the intensity of catastrophic fires but also provide extra time for evacuations from areas with limited access.

View photos from the 2023 Cave Prescribed Fire Project, part of the Loafer Creek LLC VMP.

CAL FIRE Fuel Reduction Projects

2024 Park Fire (Forest Ranch Crane Mills & G Line Projects)

PARK FIRE

Fuels Treatment Effectiveness Report

Forest Ranch – Crane Mills & G Line Projects

Fire Year 2024

THE PARK FIRE



Figure 1 Fire suppression efforts along Highway 32 in the first 48 hours of the fire.

On the afternoon of July 24, 2024, just before 3 p.m., the Park Fire began in the eastern portion of Bidwell Park in Chico, Butte County. Pushed by strong winds from the south, the fire quickly spread to over 100,000 acres within the first 24 hours. As the fire spread north, fire suppression personnel identified and utilized recent fuel treatments along Highway 32 to both control the fire and provide safe ingress and egress for firefighters.

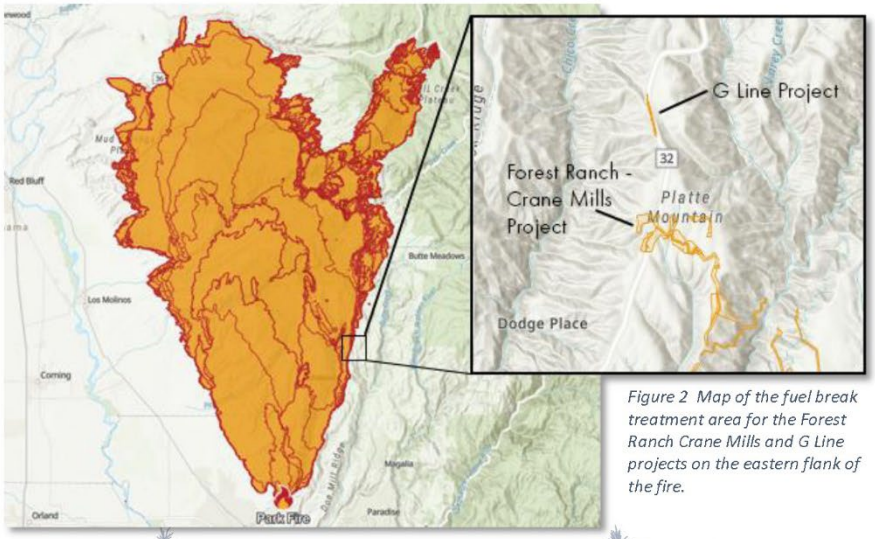


Figure 2 Map of the fuel break treatment area for the Forest Ranch Crane Mills and G Line projects on the eastern flank of the fire.

CAL FIRE Fuel Reduction Projects

Incident command objectives included keeping the fire west of Highway 32. The ability to keep the fire from crossing Highway 32 was critical to keeping the fire out of the Butte Creek drainage, which would have posed an immediate threat to the communities of Magalia, Butte Meadows, Jonesville, and Stirling City, an area with a total population over 8,000.

EFFECTIVENESS OF **FOREST RANCH – CRANE MILLS AND G LINE PROJECTS**

The Hwy 32 G Line Hazardous Fuels Reduction (HFR) project consisted of chipping and pile burning in 2020 and 2021 along Highway 32 east of the community of Forest Ranch. Since then, Caltrans and Sierra Pacific Industries have maintained, improved, widened, and expanded the original project area to encompass virtually the entire Highway 32 corridor from below the community of Forest Ranch through the Butte/Tehama County line.

During the Park Fire, primary control lines were constructed in the shaded fuel break of the original Hwy 32 G Line HFR project, enabling firefighters to successfully utilize backfiring operations to consume fire fuels in the path of the wildfire. With the reduced fuel loading, construction of dozer lines in the area was also expedited. The firing operation from the dozer lines moved quicker and was less destructive to the forested area due to reduced continuity of the vertical and horizontal fire fuels. The reduced fuel loading also moderated fire behavior in the treated areas. This resulted in lower tree mortality rates, which will allow



Figure 3 Images of treatment "HWY G Line HFR" showing decreased tree mortality within the treatment area. (date: August 8, 2024)



Figure 3 Images of treatment "HWY G Line HFR" showing decreased tree mortality within the treatment area. (date: August 8, 2024)

for a faster recovery of the natural resources than had the fire burned through the area at a higher intensity.

The Forest Ranch – Crane Mills fuel treatment provided many of the same benefits as the G Line Project. The lighter fuel loading within the treated areas was utilized by firefighting personnel to safely construct primary control line while also moderating the fire behavior in these areas. Tree thinning allowed for aerial retardant drops to effectively penetrate the tree canopy, further slowing the progress of the wildfire. Firefighters who were at scene said the fire was "hung up" in the area that had been treated, enabling them to stop the progress of the flanking fire within the fuel treatment area.

LESSONS LEARNED **FOREST RANCH – CRANE MILLS AND G LINE PROJECTS**

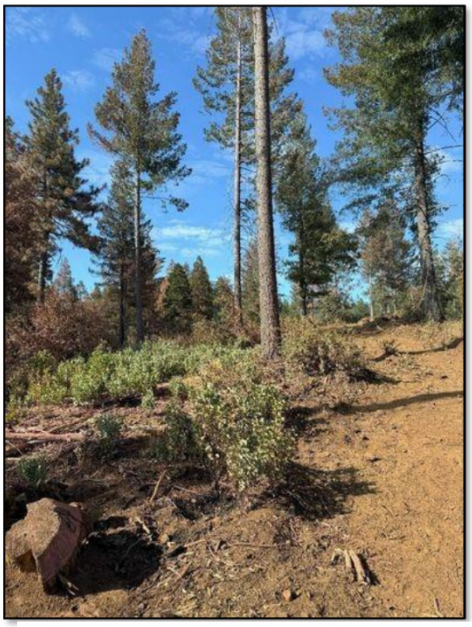


Figure 4 Image of treatment "Forest Ranch - Crane Mills" showing reduced fuel loading and effective aerial fire-retardant coverage. (date: August 8, 2024)

Both the 110-acre Forest Ranch – Crane Mills project and 10-acre G Line projects are superb examples of how roadside and shaded fuel break projects can be effective in reducing the rate of spread of wildfire while also providing better access for firefighting personnel and equipment. They are also great examples of how a single smaller project can be built upon by multiple entities when planning additional projects in the same area with an increased scope and scale. The disconnecting of vertical and horizontal fuels on both projects helped to reduce the rate of spread and, in the case of the Forest Ranch – Crane Mills project, allowed for greater penetration of aerial retardant drops. These factors, along with the hard work of firefighting operations, ultimately meant that Highway 32 was able to become a substantial control line for the fire, preventing its eastward spread toward additional populated areas.

2024 Park Fire (Highway 32 Wilder and BCCER Projects)

PARK FIRE

Fuel Treatment Effectiveness Report

Highway 32 Wilder and BCCER Projects

Fire Year 2024

THE **PARK FIRE**

On July 24, 2024, at around 2:53 p.m., a vegetation fire was reported in Upper Bidwell Park, leading to an emergency response from CAL FIRE, the Chico Fire Department, and many other agencies. The flames spread quickly across the boundaries of Butte and Tehama Counties, ultimately consuming over 420,000 acres and destroying more than 700 structures, including homes, commercial properties, and other infrastructure. As the flames advanced, they posed a significant threat to local communities, wildlife, and the environment, prompting a large-scale evacuation order for the affected areas. After a thorough investigation, CAL FIRE investigators concluded that the fire was caused by arson and a suspect was arrested.

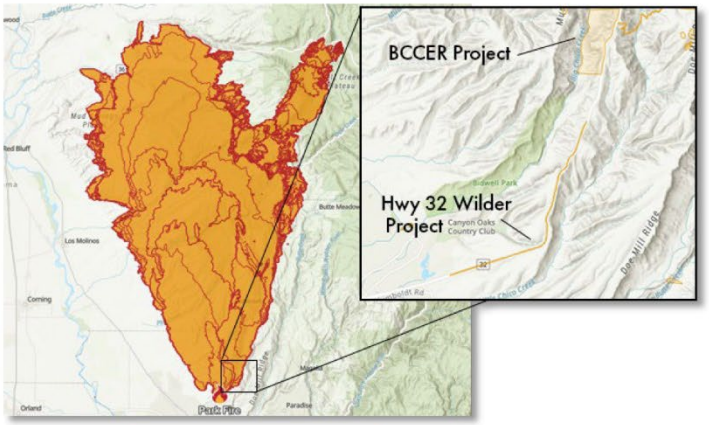


Figure 1. Map of the fuel break treatment areas for the Highway 32 Wilder and Big Chico Creek Ecological Reserve (BCCER) projects in the southeast of the Park Fire perimeter.

EFFECTIVENESS OF **THE HIGHWAY 32 WILDER PROJECT**

The Highway 32 Wilder Project was implemented and managed by CAL FIRE Butte Unit (CAL FIRE BTU) in collaboration with the California Department of Transportation (Caltrans). The project involved roadside clearance along Highway 32 between the City of Chico and community of Forest Ranch. After finishing the initial scope of the work by CAL FIRE, Caltrans continued to maintain and improve the area

CAL FIRE Fuel Reduction Projects



Figure 2. Image of roadside clearance work on the Highway 32 Wilder Project.

and expanded the project to cover the entirety of the Highway 32 corridor in the eastern part of Butte County. In 2022, Caltrans teams removed some trees between mile markers 16 and 23 due to snow and storm damage. The original Highway 32 Wilder project, along with the follow-up work by Caltrans, allowed fire crews to hold the fire along Highway 32. This prevented the flames from spreading toward the eastern portions of Forest Ranch and the communities of Paradise and Magalia. The treatments also allowed fire personnel to access the area in order to safely evacuate community members.

EFFECTIVENESS OF **BIG CHICO CREEK ECOLOGICAL RESERVE VEGETATION MANAGEMENT PROJECT (BCCER)**

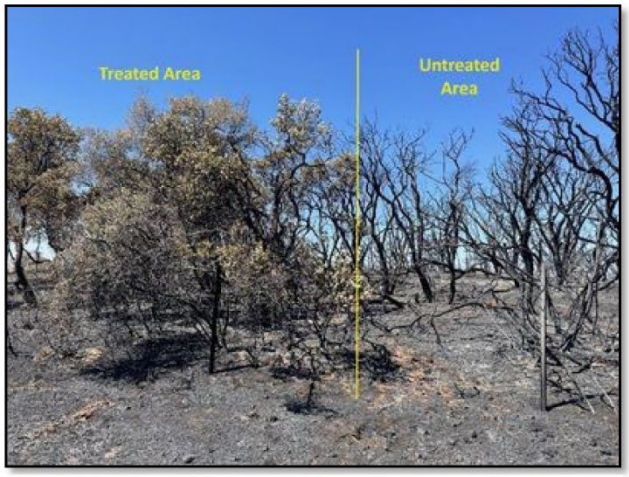


Figure 3. BCCER: Photo highlighting the difference between treated area and untreated area.

The Big Chico Creek Ecological Reserve Vegetation Management Project (BCCER) in Butte County is administered by the CAL FIRE Butte Unit as part of CAL FIRE's Fire Plan Program. The 7,835-acre Big Chico Creek Ecological Reserve (BCCER) is managed by Chico State Enterprises on behalf of California State University Chico (CSU Chico).

There have been multiple vegetation management projects in this general area, including the Big Chico Creek Prescribed Fire Program, the Chico Ecological Reserves Vegetation Management Program, and, most recently, the Big Chico Creek Ecological Reserve Vegetation Management Project (BCCER). The overall plan with these

projects has been to create a large area of reduced fire risk along the northern boundary of Bidwell Park in the City of Chico, stretching from Highway 32 down the hillside to Big Chico Creek.

Work on the 574-acre BCCER project started in February 2024 in the area adjacent to the Highway 32 Wilder project detailed above. Prior to the Park Fire, 60 acres of effort were completed, consisting of thinning, piling, and pile burning across 27.5 geographic acres.

Although only a small portion of the planned BCCER project area was completed before the Park Fire began, the treatment's effect is noticable. In the untreated areas, most of the vegetation was burned, while the treated areas showed less fire damage, with unburned foliage remaining on the branches after the fire. This indicates that the intensity of the fire was lower in the treated areas, which improves the chances that the vegetation will survive long-term.

LESSONS LEARNED

The Highway 32 Wilder Project highlights several important factors regarding how treatments can protect communities from wildfires and mitigate damage. These include clearing vegetation along highways to reduce fire risk, regular maintenance to create defensible space, slowing the spread of flames, and collaboration between agencies, such as CAL FIRE and Caltrans, to ensure proper planning and creation of effective treatments that result in safer evacuation routes for the public and fire crews.

The BCCER project demonstrated that treated areas experienced less fire damage than untreated ones, which enhances safety for nearby communities. Additionally, fuel treatments provide the benefit of improving vegetation resilience. Both projects emphasize the importance of ongoing treatment maintenance, strategic planning, and collaboration between agencies for wildfire management efforts.



2024 Colter Fire

COLTER FIRE
Fuel Treatment Effectiveness Report

Fire Year 2024

THE COLTER FIRE

The Colter Fire started in the early morning of October 3, 2024, in the Middle Butte Creek drainage, approximately 800 feet downhill from multiple structures along Wycliff Way. The slope between the fire location near the creek at the bottom of the drainage and the structures at the top of the drainage's wall was consistently steep (about 30 percent).

Fuel reduction efforts, including goat grazing funded by CAL FIRE and other grants, significantly slowed the spread of a fire in the Middle Butte Creek drainage, allowing firefighters to contain it to under a half-acre and preventing it from threatening nearby homes.

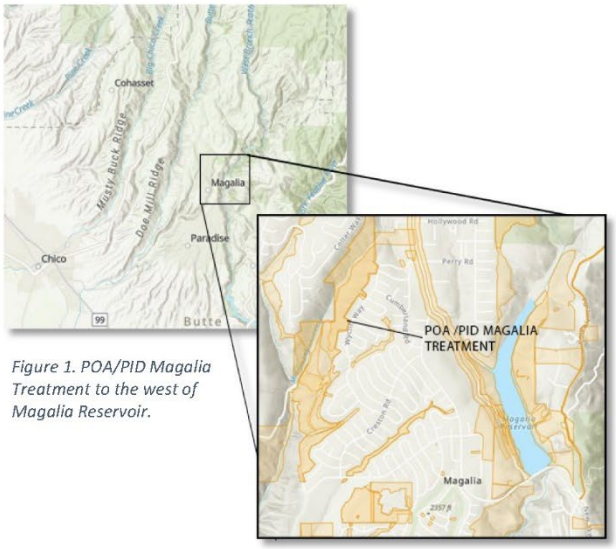


Figure 1. POA/PID Magalia Treatment to the west of Magalia Reservoir.

EFFECTIVENESS OF THE PARADISE PINES PROPERTY OWNERS ASSOCIATION/PARADISE IRRIGATION DISTIRCT (POA/PID) MAGALIA TREATMENT

The POA/PID Magalia Treatment is part of the Forest Health and Upper Watershed Resilience Butte County Project within CAL FIRE's Butte Unit (CAL FIRE BTU) and funding for this project was also provided by CAL FIRE's Forest Health

CAL FIRE Fuel Reduction Projects



Figure 2. Image of treatment "14 - POA/PID Magalia": Panoramic photo showing fire area to left and unburned fuel to right. Note lack of continuity of fuels in this photo. (date: October 30, 2024)

Grants Program. Work completed on this project began in September 2023, with 58 acres of thinning and 141 acres grazed prior to the fire.

During the fire, the Incident Commander (IC) stated it was noticeable that fuel reduction activities had taken place in the area and a property owner stated that goats had grazed the drainage around the fire just a month or so before the fire.

Upon speaking with a representative from the Butte County Fire Safe Council (BCFSC), it was confirmed that the BCFSC had utilized goats under a CAL FIRE grant award just a month or two before the fire started as a follow up treatment to a separate 2020 Sierra Nevada Conservancy grant. Prior to the treatments, vegetation was thick throughout the Middle Butte Creek drainage. After the treatment, most of the ladder fuels that could transfer fire from the ground to the canopy and contiguous ground fuels had been removed.



Figure 3. Image of treatment "14 - POA/PID Magalia": Unburned hand-built piles just uphill from the fire. Note that the camera is held level to demonstrate slope of the ground in this area. (date: October 30, 2024)

LESSONS LEARNED **POA/PID MAGALIA TREATMENT**

The discontinuous fuel bed created by this treatment was a significant contributing factor in firefighters being able to hold this fire at under a half-acre. Per the IC, "The fire was early in the morning, with lower temperatures and higher humidity. However, the fire activity was mild compared to what I would have expected to see with the fuel, weather, and fire location relative to the slope. Due to the fuel reduction efforts, the fire was slow to spread and build energy." It is estimated that, without treatment, the fire would have likely already reached the top of the drainage and would have been directly threatening the homes on Wycliff Way by the time the firefighters arrived.

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APPENDIX K:

Annual Accomplishments

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2024 ANNUAL ACCOMPLISHMENTS

With the 2025 Butte County CWPP being a complete rewrite, a concerted effort was made to incorporate the 2024 accomplishments into the body of the document and appendices.

The next phase of the CWPP effort will focus on building out an interactive online platform to display the CWPP content in a manner that is interactive and engaging. The first part of this phase is the establishment of a central online "hub" to house the most recent version of the CWPP as well as link to additional resources and interactive components of the CWPP. The hub is accessed at https://butte-county-cwpp-buttecountygis.hub.arcgis.com/ and will continue to be built out over the coming months and years.

Development of the Butte County Collaborative Group's (BCCG's) countywide mapping site continued throughout 2024 and shows the locations of past, present, and proposed vegetation management projects across the Butte County fireshed, which includes not only the Butte County CWPP's planning area, but also adjacent areas to the north, east, and south. This online map displays fuel reduction project data from a wide range of partner agencies and organizations in a single, consolidated online map. This site has become a useful resource for cooperative project planning efforts, enabling land managers to visualize and coordinate projects being implemented. This not only improves continuity between adjacent projects, but also facilitates opportunities for collaboration. The BCCG's countywide mapping site proved to be a great asset during the development of this CWPP, especially when gathering the spatial data used in the hazard analysis and fuel management project identification portions of this document. The map is available on the BCCG's website at https://butte-county-collaborative-group-bcrcd.hub.arcgis.com/. The direct link to the map is https://experience.arcgis.com/experience/6010edd161fa4a17afd7435f01f005c8/.

In 2024, 19 new Firewise USA communities were established throughout Butte County, bringing the total number of communities to 35. Numerous additional communities are in the process of becoming recognized by Firewise USA, which further increases community involvement in wildfire safety initiatives. An active list of Firewise USA communities in Butte County is hosted on the Butte County Fire Safe Council's website at https://buttefiresafe.net/firewise-usa/.

The 2024 Park Fire burned through the Loafer Creek LLC, Mud Creek, and Big Chico Creek Ecological Reserve projects, as well as numerous other active projects and additional conceptual project ideas that were in the early stages of development. These projects are in the process of being reevaluated for environmental impacts and scope of work adjustments prior to the resumption of work.

The environmental analysis for the South Paradise VMP has been completed and approximately three-quarters of the landowners in the project area have approved agreements for work to be completed on their parcels. Work will commence on portions of this project in January 2025.

Other CAL FIRE projects that were active in 2024 include the Camelot VMP, Swedes Flat VMP, Phoenix VMP, and Loafer Creek DWR VMP. CAL FIRE has also been assisting numerous other entities with their projects, including the Prescribed Burn Association (PBA), Butte County Fire Safe Council, California Department of Water Resources, and others.

In 2024, the CAL FIRE Butte Unit conducted the following:

	Fuel Reduction	Broadcast Burn	Total
Acres Treated	819	877	1,696
Personnel Hours	10,023	2,729	12,752
Equipment Hours	5,318	1,244	6,562

The countywide Defensible Space Inspection Program focuses on public education for wildfire preparation as it relates to defensible space, home hardening, zone awareness, and evacuation planning. In addition to the career DSI staff detailed elsewhere in this CWPP, 15 California Conservation Corps (CCC) members were trained under CAL FIRE's Defensible Space Assessment Program. Additional CCC and citizen assessment trainings are scheduled in 2025, which will increase the number of trained personnel available locally.

2024 CAL FIRE Butte Unit Defensible Space Inspection Program statistics:

Residents Contacted During Inspections	6,466	Total Inspections Completed	10,524
Residents Reached at Community Events	12,205	Total Parcels Inspected	6,466
Total Residents Contacted	**18,671**	Follow-up Inspections	1,866
Real Estate (AB38) Inspections	151	1st Inspection Compliance	67%
Qualified Entity Personnel Trained	15	2nd Inspection Compliance	85%
Qualified Entity Assessments	52	Code Enforcement Referrals	107

2024 CAL FIRE Butte Unit Fire Marshal and Fire Protection Planning statistics:

Residential Plan Review	351	Tentative Parcel Map	7
Non-Residential Plan Review	82	Tentative Subdivision Map	3
Residential Final Inspection	304	General Plan Amendment	1
Non-Residential Final Inspection	73	Planned Unit Development	1
Pre-Development Review	7	Use Permit	5
Lot Line Adjustment	13	Minor Use Permit	1
Legal Lot Determination	4	Parade Permit	5
Parcel Merger	2	Title 19/SB 1205 Inspections	194

2024 CAL FIRE Butte Unit Public Information Statistics:

211 Call Center Activations	2	Social Media Postings	1,000+
Call Center Phone Calls Received	5,750	Facebook Followers	78,000
Call Center Incoming Text Messages	4,089	Instagram Views	23,300
Total Call Center Contacts	**9,839**	X/Twitter Followers	47,500
Volunteers In Prevention	14	YouTube Views	185,249
Education Programs	59	YouTube Subscribers	1,660
Residents Reached	140,000	Media Releases/Fact Sheets	81

CAL FIRE Butte Unit Law Enforcement Statistics

Arrests for Arson	25
Arrests for Other Crimes	4
Subpoenas Received	50
Detailed Investigations	108
LE38/Hazard Inspections	123

Warrants Authorized	63
Citations Issued (Misdemeanor)	16
Assists to Other Law Enforcement Agencies	49
Public Records Act Requests Received	162

Garrett Sjolund, Unit Chief, CAL FIRE Butte Unit Date

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **EMPLOYMENT CONTRACT WITH RUTH DUNCAN FOR POSITION OF FINANCE DIRECTOR**

DATE: **MAY 6, 2025**

SUMMARY

The Council shall consider entering into a new employment contract with Ruth Duncan for the position of Finance Director.

DISCUSSION

Ruth Duncan was originally hired with the City November 17, 2014 to serve as the City's Finance Director, has most recently been working under a contract that was entered into on May 17, 2022, which expires on May 16, 2025.

Staff have prepared an employment contract with Mrs. Duncan with an annual salary of $175,100 (Step H of the Department Heads salary schedule), for a term of three years, from May 17, 2025 through May 16, 2028.

FISCAL IMPACT

There are sufficient appropriations in the Fiscal Year 2024-25 budget.

RECOMMENDATION

Approve Employment Contract; and

Adopt Resolution No. 9373 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RUTH DUNCAN.

ATTACHMENTS:

A-3510 Employment Contract.
Resolution 9373

EMPLOYMENT AGREEMENT FOR ASSISTANT CITY ADMINISTRATOR/DIRECTOR OF FINANCE BETWEEN THE CITY OF OROVILLE AND RUTH DUNCAN

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Ruth Duncan ("Duncan"), collectively, the "Parties", effective May 17, 2025. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Duncan as its Assistant City Administrator/Director of Finance; 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 Duncan; and

WHEREAS, Duncan desires to be employed as the Assistant City Administrator/Director of Finance (Director of Finance) 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 Duncan as the Director of Finance 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 her.

Section 2. Term; Termination: Severance Compensation:

A. The term of this Agreement shall be effective May 17, 2025, and shall continue until May 16, 2028. On or before November 16, 2027, Duncan shall give written notice to City if she 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 Duncan 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 Duncan shall not be entitled to any compensation except for any accrued vested benefits as listed below.

B. If Duncan resigns her position as Director of Finance before the expiration date of the initial or any extended term of this Agreement, Duncan shall give the City a sixty (60) day written notice in advance. In such event, Duncan 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 Duncan make such request.

C. City may terminate this Agreement at any time with or without cause. If the City discharges Duncan from her position, without cause, as Director of Finance, the City shall pay Duncan a lump-sum cash payment equal to six (6) months' salary. In addition, Duncan shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Duncan 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, Duncan shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

Duncan 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 Duncan becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond exhaustion of any accrued leave, City shall have the option to terminate the Agreement without any lump sum payment due as articulated in 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. Duncan acknowledges and agrees that her position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to continue to pay Duncan at Step H of the department head salary schedule, an annual base salary of $175,100, upon the effective date noted above and payable at the same time and manner as other Council Appointed Employees of the City are paid.

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 Duncan each year of the contract and during any extension period of the contract. Upon the Council's concurrence with the satisfactory review, Duncan 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 Duncan. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Duncan. The City Administrator's evaluation of Duncan will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Duncan's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Duncan 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 Duncan shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end she 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, Duncan shall be entitled to receive up to forty (40) hours of

Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, Duncan 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 Duncan suitable for her use while performing her duties as the Director of Finance or compensate her, 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:
Duncan shall continue to accumulate sick leave at the rate of eight (8) hours for each month of employment. Duncan shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Duncan shall accumulate vacation leave at the maximum rate of two hundred hours (200) of vacation per year.

Beginning June 4, 2026, 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, 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, Duncan 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 Duncan and 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: Duncan 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

Duncan shall be compensated for each holiday at the straight time compensation rate.

Section 13. Technology Fee:

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

Section 14. Retirement:

Duncan will pay 7% of the employee share of her 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. Duncan 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, Duncan shall have the option to convert her unused sick leave balance to CalPERS service credit or she may convert it to a dollar value to pay premiums for medical, and dental, insurance. Duncan may also elect to split her unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

If Duncan elects to convert her unused sick leave to a dollar value account to pay for medical, and dental insurance and it becomes exhausted, Duncan shall have the option of continuing medical, and dental insurance coverage at her own expense, consistent with current City policy and Federal law. If, after her retirement, Duncan becomes deceased before her 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 Duncan. The City shall contribute 3% of Duncan's base salary to Duncan's Deferred Compensation Plan. In addition, the City shall match the first 2% that Duncan contributes to Duncan's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Duncan shall only accept outside employment that involves teaching or training related to her profession and any existing agreements. Any outside employment shall not interfere with Duncan'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 Duncan necessary for her continuation and full participation in national, regional, state, and local associations and organizations as are desirable for her 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 Duncan for professional and official travel, meetings, and occasions to continue the professional development of Duncan, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Duncan 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 Duncan for short courses, institutes and seminars that are necessary for her 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 Duncan, 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 Duncan 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 Duncan'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 Duncan 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 Duncan's duties as Director of Finance, except for any civil action or proceeding brought against Duncan 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 Duncan under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Duncan that Duncan is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Duncan 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. Duncan acknowledges and agrees that she 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 DUNCAN: Duncan at 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 Duncan.
C. This Agreement shall not be assigned by Duncan or City.
D. This Agreement shall not be modified without the written consent of Duncan 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 May 6, 2025

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

CITY OF OROVILLE

David Pittman, Mayor

Ruth Duncan, Assistant City Administrator / Director of Finance

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. 9373

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RUTH DUNCAN

(Amended Agreement No. 3510-1)

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

1. The Mayor is hereby authorized and directed to execute employment agreement between the City of Oroville and Ruth Duncan. 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 May 6, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Brian Ring, City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **EMPLOYMENT CONTRACT AMENDMENTS WITH CONTRACTED EMPLOYEES**

DATE: **MAY 6, 2025**

SUMMARY

The Council shall consider contract amendments with all contracted employees, that would modify accrual language leave accruals, and language in the Non-Industrial Injury / Illness section of the agreements.

DISCUSSION

Currently, language for bereavement leave, vacation and sick leave is referenced in “days” in the employment agreement. The suggested edits will change the terminology used to “hours” (for example, “forty hours of Bereavement Leave” versus “five days of Bereavement Leave”).

In addition, it is recommended to change the provision in the Non-Industrial Injury / Illness. Currently language provides up to six (6) month’s salary for situations when a contracted employees is unable to perform their duties due to non-industrial sickness, accident or injury and has exhausted all various leave accruals and has been on nonpaid status for four successive weeks. This change would remove the provision of up to six (6) month’s salary, after an individual has exhausted all leave accruals and have been on nonpaid status for four successive weeks.

FISCAL IMPACT

No immediate impact. Could provide savings in future.

RECOMMENDATION

Adopt Resolutions: No. 9368-9372

ATTACHMENTS:

Employment Agreement Amendment between the City and Ron Belser; and Resolution No. 9369 approving amendment of employment agreement with Ron Belser

Employment Agreement Amendment between the City and Amy Bergstrand; and Resolution No. 9368 approving amendment of employment agreement with Amy Bergstrand.

Employment Agreement Amendment between the City and Pat Piatt; and Resolution No. 9370 approving amendment of employment agreement with Pat Piatt.

Employment Agreement Amendment between the City and Brian Ring; and Resolution No. 9371 approving amendment of employment agreement with Brian Ring.

Employment Agreement Amendment between the City and Alyssa Stutz; and Resolution No. 9372 Approving amendment of employment agreement with Alyssa Stutz.

AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF OROVILLE AND RON BELSER
(Agreement No. 3400-4)

This Amendment, dated May 6, 2025, is to the Employment Agreement ("Agreement") which was initially amended on June 4, 2024, between the City of Oroville ("City") and Ron Belser ("Belser").

In consideration of the terms and conditions herein, the City and Belser agree that the Agreement shall be amended as follows:

1. SECTION 4 IS REPLACED WITH THE FOLLOWING:

Section 4. Non-Industrial Injury/ Illness:

If Belser 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 exhaustion of any accrued leave, City shall have the option to terminate the Agreement without any lump sum payment due as articulated in 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. Belser acknowledges and agrees that his position meets the definition of a "Key employee" for purposes of these laws.

2. SECTION 8 IS REPLACED WITH THE FOLLOWING:

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, Belser shall be entitled to receive up to forty (40) hours of Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, Belser 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.

3. SECTION 10 IS REPLACED WITH THE FOLLOWING:

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Belser shall continue to accumulate sick leave at the rate of eight (8) hours for each month of employment. Belser shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Belser shall accumulate vacation leave at the rate of one hundred seventy-six hours (176) of vacation per year. Eight (8) additional hours per year shall be added to the accumulation rate, listed above, on the employees' anniversary date in his department head position until a maximum rate of two hundred (200) hours per year is reached.

Beginning June 4, 2026, 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, 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, Belser 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.

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

Ron Belser, Director, Code Enforcement

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. 9369

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RON BELSER

(Amended Agreement No. 3400-4)

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

1. The Mayor is hereby authorized and directed to execute amendment to the employment agreement between the City of Oroville and Ron Belser. 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 May 6, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Brian Ring, City Clerk

AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND

(Agreement No. 3407-4)

This Amendment, dated May 6, 2025, is to the Employment Agreement ("Agreement") which was initially amended on June 4, 2024, between the City of Oroville ("City") and Amy Bergstrand ("Bergstrand").

In consideration of the terms and conditions herein, the City and Bergstrand agree that the Agreement shall be amended as follows:

1. SECTION 4 IS REPLACED WITH THE FOLLOWING:

Section 4. Non-Industrial Injury/ Illness:

If Bergstrand 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 exhaustion of any accrued leave, City shall have the option to terminate the Agreement without any lump sum payment due as articulated in 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. Bergstrand acknowledges and agrees that her position meets the definition of a "Key employee" for purposes of these laws.

2. SECTION 8 IS REPLACED WITH THE FOLLOWING:

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, Bergstrand shall be entitled to receive up to forty (40) hours of Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, Bergstrand 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.

3. SECTION 10 IS REPLACED WITH THE FOLLOWING:

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Bergstrand shall continue to accumulate sick leave at the rate of eight (8) hours for each month of employment. Bergstrand shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:

Bergstrand shall accumulate vacation leave at the rate of one hundred seventy-six hours (176) of vacation per year. Eight (8) additional hours per year shall be added to the accumulation rate, listed above, on the employees' anniversary date in his department head position until a maximum rate of two hundred (200) hours per year is reached.

Beginning June 4, 2026, 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, 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, Bergstrand 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.

4. 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

Amy Bergstrand, Director, Business Assistance and Housing Development

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. 9368

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND

(Amended Agreement No. 3407-4)

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

1. The Mayor is hereby authorized and directed to execute amendment to the employment agreement between the City of Oroville and Amy Bergstrand. 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 May 6, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Brian Ring, City Clerk

AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND PAT PIATT

(Agreement No. 3464-2)

This Amendment, dated May 6, 2025, is to the Employment Agreement ("Agreement") which was initially amended on August 20, 2024, between the City of Oroville ("City") and Pat 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 4 IS REPLACED WITH THE FOLLOWING:

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 exhaustion of any accrued leave, City shall have the option to terminate the Agreement without any lump sum payment due as articulated in 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 position meets the definition of a "Key employee" for purposes of these laws.

2. SECTION 8 IS REPLACED WITH THE FOLLOWING:

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 forty (40) hours of 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.

3. SECTION 10 IS REPLACED WITH THE FOLLOWING:

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Piatt shall continue to accumulate sick leave at the rate of eight (8) hours 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 one hundred sixty hours (160) of vacation per year. Eight (8) additional hours per year shall be added to the accumulation rate, listed above, on the employees' anniversary date in his department head position until a maximum rate of two hundred (200) hours per year is reached.

Beginning June 4, 2026, 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, 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, Piatt 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.

4. 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

Pat Piatt, Director, Community Development

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. 9370

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND PAT PIATT

(Amended Agreement No. 3464-2)

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

1. The Mayor is hereby authorized and directed to execute amendment to the employment agreement between the City of Oroville and Pat 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 May 6, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Brian Ring, City Clerk

AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF OROVILLE AND BRIAN RING
(Agreement No. 3444-2)

This Amendment, dated May 6, 2025, is to the Employment Agreement ("Agreement") which was initially amended on June 4, 2024, between the City of Oroville ("City") and Brian Ring ("Ring").

In consideration of the terms and conditions herein, the City and Ring agree that the Agreement shall be amended as follows:

1. SECTION 4 IS REPLACED WITH THE FOLLOWING:

Section 4. Non-Industrial Injury/ Illness:

If Ring 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 exhaustion of any accrued leave, City shall have the option to terminate the Agreement without any lump sum payment due as articulated in 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. Ring acknowledges and agrees that his position meets the definition of a "Key employee" for purposes of these laws.

2. SECTION 8 IS REPLACED WITH THE FOLLOWING:

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, Ring shall be entitled to receive up to forty (40) hours of Bereavement Leave, which shall not be charged against his sick leave. Before taking such leave, Ring shall notify the Mayor 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.

3. SECTION 10 IS REPLACED WITH THE FOLLOWING:

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Ring shall continue to accumulate sick leave at the rate of eight (8) hours for each month of employment. Ring shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Ring shall accumulate vacation leave at the rate of one hundred sixty-eight hours (168) of vacation per year. Eight (8) additional hours per year shall be added to the accumulation rate, listed above, on the employees' anniversary date in his department head position until a maximum rate of two hundred (200) hours per year is reached.

Beginning June 4, 2026, 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, 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, Ring 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.

4. 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

Brian Ring, City Administrator

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. 9371

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

(Amended Agreement No. 3444-2)

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

1. The Mayor is hereby authorized and directed to execute amendment to the employment agreement between the City of Oroville and Brian Ring. 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 May 6, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Brian Ring, City Clerk

AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF OROVILLE AND ALYSSA STUTZ
(Agreement No. 3509-2)

This Amendment, dated May 6, 2025, is to the Employment Agreement ("Agreement") which was initially amended on March 18, 2025, between the City of Oroville ("City") and Alyssa Stutz ("Stutz").

In consideration of the terms and conditions herein, the City and Stutz agree that the Agreement shall be amended as follows:

1. SECTION 4 IS REPLACED WITH THE FOLLOWING:

Section 4. Non-Industrial Injury/ Illness:

If Stutz 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 exhaustion of any accrued leave, City shall have the option to terminate the Agreement without any lump sum payment due as articulated in 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. Stutz acknowledges and agrees that her position meets the definition of a "Key employee" for purposes of these laws.

2. SECTION 8 IS REPLACED WITH THE FOLLOWING:

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, Stutz shall be entitled to receive up to forty (40) hours of Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, Stutz 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.

3. SECTION 10 IS REPLACED WITH THE FOLLOWING:

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Stutz shall continue to accumulate sick leave at the rate of eight (8) hours for each month of employment. Stutz shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Stutz shall accumulate vacation leave at the rate of one hundred twenty hours (120) of vacation per year. After three years as Assistant Director of Public Works / City Engineer, on the anniversary date, Stutz's accrual shall increase from one hundred twenty (120) hours per year to one hundred sixty (160) hours per year. Thereafter, eight (8) additional hours per year shall be added to the accumulation rate, listed above, on the employees' anniversary date in her assistant department head position until a maximum rate of two hundred (200) hours per year is reached.

Beginning June 4, 2026, 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, 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, Stutz 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.

4. 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

Alyssa Stutz, Interim Director of Public Works

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. 9372

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND ALYSSA STUTZ

(Amended Agreement No. 3509-2)

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

1. The Mayor is hereby authorized and directed to execute amendment to the employment agreement between the City of Oroville and Alyssa Stutz. 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 May 6, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Brian Ring, City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **ALLEYWAY NAMING INITIATIVE**

DATE: **MAY 6, 2025**

SUMMARY

At the request of Council Member Goodson and Council Member Webber, the Council will consider the installation and naming of signage in alleyways located within City limits. It is estimated approximately 195 signs would be needed with a materials cost of $35,000. Labor is anticipated to be approximately five (5) hours per sign, or a total of 975 labor hours, or 24.4 weeks for one full-time laborer. Additionally, admin time is anticipated to also be approximately five (5) hours per sign, or a total of 975 labor hours, or 24.4 weeks for one full-time admin person.

DISCUSSION

Concerns have been raised about public safety issues associated with not having signage and names for alleyways located within City limits (not having the specific locations for service calls). There has been some analysis on the cost and magnitude of this project. Preliminary figures estimate the following:

- 195 signs
- $35,000 in materials (estimated $170.00 per sign)
- 5 hours / labor per sign – total of 975 labor hours or 24.4 weeks
- 5 hours of admin time per sign – total of 975 admin hours or 24.4 weeks

This project, in using the recent project priority criteria, ranks 54 out of 72 projects. Again this model was created to help prioritize projects and help provide clarity with regard to which projects staff are working on, as resources are limited.

Staff have indicated that, if there is Council direction to deviate from the recently adopted priority criteria and make this a priority project, funding would need to be budgeted and staff time would need to be allocated to get the project completed. Implementation could be spread over time as an option if there is a desire to prioritize this project (winter months). If

there is a desire to make this a top priority and move it to the front of the priority list, the following projects would likely be delayed.

- Mugshots Storm Drain Issues
- Citywide ADA Compliance Baseline Study and Transition Plan
- Argonaut Basin Piping Repair
- Drainage behind Stanford Elementary School
- Citywide Engineering and Traffic Survey
- Misc. Winter Public Works projects (clearing/inspecting storm drains, cleaning up debris in catch basins, hazardous tree inspections, repair of public buildings – museum leaks/maintenance, prepping/repairing outdoor facilities and parks for spring and summer use, etc.

Additionally, identifying a naming methodology for these alleyways would also need to be completed.

FISCAL IMPACT

The City typically has a budget of approximately $20,000.00 for maintenance of street signs and markings. Staff have requested an additional $40,000 in the next Fiscal Year for four (4) radar feedback signs, crosswalk beacons, and striping for a total of $60,000.00. An additional $35,000.00 will need to be budgeted over a two to three year period or about $12,000 to $18,000 per year.

ACTION REQUESTED -

Provide direction to staff.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, ASSISTANT PUBLIC WORKS DIRECTOR / CITY ENGINEER**

RE: **AWARD CONTRACT TO MARK THOMAS & COMPANY, INC. FOR PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE WASHINGTON AVENUE AND TABLE MOUNTAIN BOULEVARD COMPLETE STREETS PROJECT**

DATE: **MAY 6, 2025**

SUMMARY

The Council shall consider authorizing the Mayor to sign Agreement No. 3546 for preliminary engineering and environmental services for the Washington Avenue and Table Mountain Boulevard Complete Streets project.

DISCUSSION

The purpose of this report is to seek approval from City Council to award a preliminary engineering contract for the Washington Avenue and Table Mountain Boulevard Complete Streets project (Project).

The Project is meant to develop and construct a new major north-south multimodal walking and biking path. This path creates a new "trunk" system for future expansion to east-west bicycle and pedestrian connectors.

This new facility will be the only developed north-south path for the community, which is bisected by the Feather River. It will provide the sole north-south connection for pedestrian and bicycling residents to the new State Route 162's Pedestrian/Bicycle Disabled Mobility and Safety Improvements Project. No other reasonable connections would serve the low-income communities east of State Route 70 and north of the Feather River, providing access to schools and the downtown city center.

The Project limits include Washington Avenue between SR-162 (Oro Dam Boulevard) at the southern limit and Montgomery Street, and Table Mountain Boulevard between Riverview Terrace Drive and County Center Drive at the northern limit.

Improvements include installing a Class I multi-use path, new crossings, potential roundabouts, high-visibility striping, rapid flashing beacons, curb extensions, street and pathway lighting, medians, landscaping, and shade trees.

A request for proposals (RFP) for the preliminary engineering services was issued on January 29, 2025, with a submission deadline of March 14, 2025. The RFP outlined the scope of work, which includes, but is not limited to:

1. Surveys and Mapping
2. Conducting traffic studies and data analysis
3. Environmental Studies and Documentation
4. Utility Coordination
5. Developing preliminary design concepts and alternatives
6. Coordination with local stakeholders and agencies
7. Preparing cost estimates and schedules for future phases

A total of three firms submitted proposals: Harris and Associates, KPFF, and Mark Thomas. The evaluation committee, consisting of Alyssa Stutz, Tim Kaber, and Wes Ervin, reviewed the proposals based on the following criteria:

- Completeness of Response
- Qualifications and Experience
- Organization and Approach
- Scope of Services to be provided
- Scheule of Work
- Local Presence
- Interview Presentation
- Q&A Response to Panel Questions

After careful evaluation, the committee recommends awarding the contract to Mark Thomas & Company, Inc., as their proposal and interview demonstrated the strongest combination of experience, technical expertise, and understanding of the project's objectives.

FISCAL IMPACT

The cost of the preliminary engineering contract is $2,439,998.51. Funding for this contract is available from CMAQ and HIP funds, and authorization for using these funds was received July 10, 2024. The City has until May 31, 2026 to use the funds or to request an extension from Caltrans.

RECOMMENDATION

AUTHORIZE THE MAYOR TO SIGN AGREEMENT NO. 3546 AND AWARD THE PROJECT TO MARK THOMAS & COMPANY, INC. FOR PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE WASHINGTON AVENUE AND TABLE MOUNTAIN COMPLETE STREETS PROJECT.

ATTACHMENTS

1. ORIGINAL RFP
2. AGREEMENT WITH EXHIBITS A AND B

CITY OF OROVILLE

1735 Montgomery St., Oroville, CA 95965
(530) 538-2429

REQUEST FOR PROPOSAL

WASHINGTON AVE. AND TABLE MOUNTAIN BLVD. COMPLETE STREETS PROJECT

ENGINEERING & ENVIRONMENTAL SERVICES

Release Date: January 29, 2025

City of Oroville Public Works Department
Point of Contact: Alyssa Stutz

Proposal Due: March 14, 2025 by 3:00 PM PST

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B. Proposal Evaluation
C. Project Schedule

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1. Location Maps and Conceptual Drawings
2. Sample Contract Agreement
3. Required Local Assistance Procedures Manual Exhibits

I. Introduction

The City of Oroville (City) is requesting proposals from qualified firms to provide preliminary engineering services and environmental compliance services for the Washington Avenue and Table Mountain Boulevard Complete Streets project (Project).

The Project will be funded with Federal dollars requiring the Consultant to follow all pertinent local, State, and Federal laws and regulations. **The Disadvantaged Business Enterprise (DBE) goal for this project is 21%.**

Total amount payable to the Consultant shall not exceed $2,500,000 and with a performance period of the contract from the date approved by City Council to May 31, 2026 whichever is the lesser.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this Project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B, "Proposal Evaluation."

It shall be the Consultant's responsibility to check the Public Purchase website to obtain any addenda that may be issued.

The Consultant's attention is directed to Appendix A, "Proposal Requirements."

Please submit one (1) copy in PDF format through the Public Purchase website. Do not include your Cost Proposal with the original Proposal. The Cost will be discussed as part of the interview process, should your company be selected for an interview.

The proposal must be submitted by 3:00 P.M. Pacific Standard Time on March 14, 2025. Proposals received after the time and date specified above will be considered nonresponsive. It is the Consultant's responsibility to see that the proposal is received at the proper time. The submission of a proposal shall constitute a firm offer to the City for ninety (90) days from the submission deadline for proposals.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 3:00 P.M. on March 14, 2025.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered non-responsive and rejected.

This RFP does not commit the City to award a contract, to paying any costs incurred in the preparation of any proposal, or to procuring or contracting for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be reviewed. Should negotiations fail or result in a price that the City does not consider fair and reasonable, negotiations will be formally terminated, and the City will then undertake negotiations with the second most qualified consultant.

If the negotiations with the second most qualified firm are not successful, negotiations will be formally terminated and the City will then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the City.

The anticipated Consultant selection schedule is as follows:

Milestone	**Proposed Dates**
Inquiry Deadline	March 7, 2025
Proposal Due	March 14, 2025
Proposal Review and Evaluation	March 17, 2025 – March 21, 2025
Cost Negotiation with first ranked consultant	March 24, 2025 – March 28, 2025
Tentative Contract Approval by City Council	April 1, 2025
Contract Award and Notice to Proceed	April 18, 2025

Any questions related this RFP shall be submitted in writing via the Public Purchase website by March 7, 2025.

II. Background

The Washington Ave. and Table Mountain Blvd. Complete Streets project aims to enhance transportation infrastructure within the City of Oroville. The project proposes to develop and construct a new major north-south multimodal walking and biking path, creating a new “trunk” system for future expansion. This new facility will improve the only developed north-south path for the community, which is bisected by the Feather River.

The Project construction limits include Washington Avenue between SR-162 (Oro Dam Boulevard) at the southern limit and Montgomery Street and Table Mountain Boulevard between Riverview Terrace Drive and County Center Drive at the northern limit. A project map and conceptual drawings are included in Attachment 1.

Proposed improvements include installing approximately 8,800 feet of Class 1 bike path, 29 crossings, 10 new ADA curb ramps, 41 curb ramp ADA upgrades, 12 Rectangular Rapid Flashing Beacons, 5 new crosswalks, 3 pedestrian refugee islands, landscaping, and shade trees. However, the City is open to additional suggestions, such as the addition of roundabouts, preemption at intersections, etc. should data show this would be more effective at improving public safety. The City is looking for a firm that is experienced in traffic engineering and will provide suggested alternatives.

The City has received authorization from Caltrans to proceed with the Preliminary Engineering Phase of the project using Congestion Mitigation and Air Quality (CMAQ) and Highway Infrastructure Program (HIP) funds.

III. Scope of Work

The City is looking for a firm to provide preliminary engineering services and environmental compliance services for the Project. In addition, the City will be looking to this firm to assist the City in improving its grant application in the next Cycle of Active Transportation Program grant funding for construction.

The work shall comply with the requirements of all the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1) Federal laws
2) State laws
3) Local laws
4) Rules and regulations of governing utility districts
5) Rules and Regulations of other authorities with jurisdiction over the procurement of products.

The Consultant shall comply with all insurance requirements of the City, included in the sample contract in Attachment 2.

Services to be Provided:

The ideal Consultant will have extensive experience in professional civil engineering and environmental compliance with an emphasis in capital improvement projects and grant applications, knowledge of local conditions, and experience in similar federally funded transportation projects.

The Consultant will provide a Project Manager that will be individually responsible for all Consultant services.

Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the fee proposal.

Preliminary Engineering tasks include but are not limited to items such as:

- **Project Management and Compliance** - The City Engineer will serve as the contract manager and direct liaison between the Consultant and Caltrans District 3 Division of Local Assistance. The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to: coordinating and being responsible for scheduling planning meetings, facilitating meetings (including the preparation and distribution of agendas and minutes), developing and managing the project schedule (identifying critical milestones and deliverables), field reviews and inspections, tracking action items, conducting/attending public meetings/hearings (formal or informal) and stakeholder consultations as necessary; preparing materials for public information sessions, advertising, and city council meetings, addressing concerns and feedback from stakeholders; identifying potential risks and mitigation strategies, preparing all submissions for the City to submit to Caltrans Local Assistance, and assisting the City in preparation of any ATP grant funding applications. Ensuring compliance with Federal Highway Administration standards and regulations in accordance with the Caltrans Local Assistance Procedures Manual (including Field Review process and associated forms, reports,

other various documentation); Coordinating with stakeholders and obtaining necessary permits; Coordinating with regulatory agencies and authorities. Coordinate with adjacent properties to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocations, or tree removal.

- Tasks will be split into 1.1 Project Management, 1.2 Meetings, 1.3 Quality Control, 1.4 - Stakeholder Database and Outreach Management, 1.5 - Public Workshops, 1.6 - Property Owner Coordination Meetings, 1.7 - City Council Presentations

- **Surveys and Mapping** – The Consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts, and the level of environmental clearance. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, Right-of-Way Retracement, a Record of Survey, and GIS Mapping
  - Tasks will be split into 2.1 Control Surveys, 2.2 Record Level Right-of-Way Mapping, 2.3 Topographic Surveys and ROW Exhibits, 2.4 Orthoimagery, and 2.5 Utility Mapping

- **Environmental Studies and Documentation** – Complete the environmental review; including submitting the Caltrans Preliminary Environmental Study and preparing any required technical studies to complete the NEPA and CEQA documentation. This includes: conducting environmental surveys (e.g., wetlands, endangered species, environmental or culturally sensitive areas, etc.); assessing potential impacts on air quality, water quality, and noise levels; preparing and obtaining environmental compliance documentation and permits, including all permits, forms, approvals, reports, and agreements in accordance with the Caltrans Local Assistance Procedures Manual and Caltrans Standard Environmental Reference (SER); developing an Environmental Management Plan outlining environmental protection measures; establishing procedures for managing hazardous materials and waste; providing information to stakeholders on environmental impacts and mitigation measures; attending planning meetings (including public hearings); preparing maps (Area of Potential Effect, etc.) and presentation materials as necessary.
  - Tasks will be split into 3.1 Preliminary Environmental Study (PES), 3.2 CEQA/NEPA Technical Studies, 3.2.1 - Visual Impact Assessment Technical Memo, 3.2.2 - Temporary Occupancy Memo, 3.2.3 - Construction Noise Technical Memo, 3.2.4 - Construction Air Quality Memo, 3.2.5 - Water Quality Memo, 3.2.6 - Community Impact Assessment Memo, 3.2.7 - CHRIS Data Request and Coordination, 3.2.8 - Initial Site Assessment, 3.2.9 - Location Hydraulic Study Form and Summary Floodplain Encroachment Report, 3.3 Environmental Assessment or Categorical Exemption, and 3.4 - Develop Environmental Review Record (ERR).

- **Utility Coordination** – Submit improvement plans to utility companies in accordance with their requirements. Coordinate utility relocations, including relocation of the utility poles, as needed. Identifying existing utility locations and potential conflicts; developing utility relocation plans if necessary.
  - Tasks will be split into 4.1 – Prepare Conflict Mapping, 4.2 - Utility Coordination Meetings, 4.3 – Misc. Utility Documentation

- **Right of Way Phase & Determination** – Consultant shall prepare a Request for Authorization to advance project to Right of Way Phase using procedures outlined in the Caltrans Local Assistance Procedures Manual. When authorized, the Consultant shall review right-of-way records and establish additional right-of-way along the entire alignment, if necessary. Identifying any preliminary right-of-way needs (title searches, deed review, etc.)
    - Tasks will be split into 5.1 - Determine New ROW Requirements, 5.2 - ROW Retracement, and 5.3 - ROW Engineering

- **Preliminary Engineering Studies** – Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Hydraulics, Geotechnical, Bridge, Landscape Architecture, Traffic Operations, Electrical, ITS Elements, etc.; gathering traffic volume and analysis data; preparing traffic flow diagrams/models; evaluating existing and future traffic patterns, signals and signage; evaluating drainage patterns and stormwater management.
    - Tasks will be split into 6.1 - Traffic Analysis, 6.2 - Geotechnical Report, 6.3 - Preliminary Design, 6.4 - Storm Water Data Report, 6.5 - Roadway Drainage Memo

- **Design and Construction Preparation** – Design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. Consultant shall examine and present project alternatives, as necessary, which complete project goals. Plans, Specifications, and Estimates shall be submitted to the City at 30%, 60%, 90%, and final contract documents.
    - Tasks will be split into 7.1 - 30% PS&E, 7.2 - 65% PS&E, 7.3 - 95% PS&E, 7.4 - 100% PS&E, 7.5 - Permits to Enter and Construct, 7.6 - Encroachment Permit, 7.7 - CPUC and/or UPRR Coordination, 7.8 - CVFPB Encroachment Permit (if required)

- **ROW and/or Construction Phase Authorization** – Consultant shall assist the City in preparing required documents in obtaining/transferring funds for ROW should a need arise. Consultant shall prepare the Request for Authorization to advance the project to Construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.
    - Task will be 8.1 – ROW Documentation and Construction Phase Authorization

- **Bid Process** – Provide an electronic copy of the final approved plans and specifications, a mylar copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. The City will be responsible for making copies of contract documents and will distribute them to plan rooms and contractors. The Consultant shall respond to questions that arise during the bid phase and prepare addendums which will be distributed by the City as necessary.
    - Tasks will be split into 9.1 - Responding to Bid Inquiries, 9.2 - Attending Pre-Bid Meetings, 9.3 - Preparing Addenda to PS&E documents

- **Contract Term** – Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to

expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract.

- **Method of Payment** – Lump Sum by Task as described in Chapter 10 of the Caltrans Local Assistance Procedures Manual.

Consultant shall identify in the proposal if there are any other items that they anticipate will need to be addressed in order to obtain an encroachment permit from Caltrans.

Minimum Qualifications of Personnel – The Consultant shall meet the appropriate minimum qualifications as required by this contract.

Equipment Requirements - The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals.

General/Design/Environmental/Surveying/Other Standards – City Improvement Standards, OSHA, AASHTO, MUTCD, ADA.

Quality Control/Assurance Measures – Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones. Also, provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory

Materials to be provided by the City - Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order. Materials (if deemed applicable, necessary, and when available from the [agency]) that may be furnished or made available by the [agency] and where listed in the individual Task Orders and this Contract, are for the Consultant's use only, shall be returned at the end of the Contract.

Work to be performed by the City – City staff will provide any existing or ongoing traffic studies and reports, any relevant maps, historical data, coordinate access to any facilities needed for consultant work, assist with community outreach, public meetings, stakeholder workshops, assist in identifying required permits/approvals, serve as primary point of contact for consultant, facilitate communication with other departments, agencies, provide admin support as needed, reviewing consultant deliverables in a timely manner, providing feedback, budgeting, etc.

Conflict of Interest Requirements - Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the [local agency] on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Project Schedule – In order to assess duration and resources, the project planning and scheduling of tasks should be done using a Gantt chart.

Potential Future Services

The City of Oroville intends to retain the same firm for subsequent phases of the project, subject to the availability of funding and successful completion of the preliminary engineering phase. The selected firm for preliminary engineering and environmental services is encouraged to demonstrate their capability and interest in providing ROW acquisition, construction engineering, and project closeout services for this project.

The scope of future engineering services may include but is not limited to:

- ROW Aquisition
- Assisting with QA/QC compliance throughout construction
- Working with the City and its Construction Management consultant to respond to RFIs, and review submittals, shop drawings, contractor invoices, etc. in a timely manner
- Conducting regular site visits to monitor construction progress
- Coordinating with the contractor and subcontractors
- Revising engineering designs and drawings as necessary
- Preparing regular progress reports and updates
- Monitoring and reviewing construction schedules and milestones to keep the project on schedule

- Reporting on deviations from the schedule or budget
- Reviewing and evaluating proposed changes to the contract
- Documenting changes and updating project plans and specifications
- Assisting in interpreting construction drawings and specifications
- Addressing field changes and resolving design-related issues
- Maintaining accurate records of construction activities
- Obtaining aerial imagery (photos and video) on a biweekly basis throughout construction
- Developing As-Builts
- Conducting final inspections and punch-list reviews
- Verifying completion of all construction work and compliance with specifications (including receipt of all required submittals)
- Assisting in the preparation of final acceptance documents
- Working closely with the Construction Management company to develop a Final Construction Report

The scope of future environmental compliance services may include but is not limited to:

- Monitoring construction activities for environmental compliance
- Implementing or ensuring implementation of erosion control measures and best management practices
- Coordinating with environmental agencies as necessary
- Ensuring construction waste is being managed according to regulatory requirements
- Monitoring impacts on wildlife and habitats, and implementing mitigation measures as necessary
- Conducting final inspections to ensure environmental compliance
- Verifying that all mitigation measures were implemented as planned
- Preparing documentation for certification of environmental compliance
- Preparing monitoring reports detailing environmental conditions after project completion
- Submitting reports to regulatory agencies as required
- Documenting any changes or deviations from approved environmental plans
- Preparing a comprehensive environmental compliance report for project closeout
- Developing a plan for long-term maintenance (e.g., vegetation management, erosion control maintenance)

Additional Items Related to the Proposal

Contract & Insurance Requirements:

The City has stringent requirements in contracting with consultants and is unable to make substantial changes to the insurance requirements and the contract to be used for this project. Attachment 2 contains a sample Agreement for Services. Respondents are strongly encouraged to have the contract reviewed by their insurance company. Please include any proposed exceptions or changes to the contract in your proposal. Any proposed exceptions or changes to these provisions will be subject to City approval.

The laws of the State of California shall govern the contract executed between the successful Consultant and the City and any interpretations or constructions thereof. Further, the place of

performance and transaction of business shall be deemed to be in the City of Oroville, State of California, and in the event of litigation, the exclusive venue and place of jurisdiction shall be in the State of California, and more specifically, in Butte County.

Public Records

Each Consultant is hereby informed that, upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful Consultant, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, et seq.), unless there is a legal exception to public disclosure.

If a Consultant believes that any portion of its proposal is subject to a legal exception to public disclosure, the Consultant shall: (1) clearly mark the relevant portions of its proposal "Confidential"; and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the Consultant shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the qualifications submittal.

Selection Procedure

City staff will review and rank the proposals. The evaluation process is designed to award the contract to the Consultant with most demonstrated competence and professional qualifications, at a fair and reasonable price.

If an agreement is not reached within a reasonable period, the City may reissue the RFP.

Selection Criteria

Refer to Appendix B – Proposal Evaluation

Oral Presentations

During the review process, the City may, at its discretion, request any one or all firms to make an oral presentation. Such a presentation will provide firms with an opportunity to answer any questions about its proposal. Not all firms may be asked to make an oral presentation.

Contract Provisions

A. Prevailing Wage

Consultants and subconsultants need to include their Prevailing Wage Policy if participation on the project includes prevailing wage work. The policy shall include information on the accounting treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

Appendix A – Proposal Requirements

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Before preparing a proposal, the consultant shall carefully examine the entire RFP and become familiar with its contents.

Submission of a proposal shall be considered evidence that the consultant has fully studied the RFP and is familiar with the general conditions to be encountered in performing any services.

RFP Inquiries

The principal management contact with the City will be Alyssa Stutz (astutz@cityoforoville.org), or a designated representative.

Inquiries on the contents and requirements of the RFP shall be submitted through the Public Purchase website prior to 4:00 PM Pacific Standard Time on March 7, 2025 after which time no further inquiries will be addressed. The City will make every effort to respond to inquiries within three business days.

Substantive requests for information received may be responded to in writing by the City in the form of an addendum to this RFP. It shall be the Consultant's responsibility to check the Public Purchase website to obtain any addenda that may be issued.

Proposal Content and Format

General Information

To facilitate the evaluation of the proposals, Consultants should format their proposals using the following sections, and in the order shown.

1. Transmittal Letter

A transmittal letter introducing your firm, signed by an officer who is authorized to bind the Consultant, shall be included with the proposal and the letter must state that the proposal is binding for 90 days from the submission deadline for proposals.

Consultant Contact: Please provide the name, address, telephone number, and email address of the prime contact. This will be the individual who can be contacted during proposal evaluation if the City has questions about the proposal.

Location(s): Please provide the location of the Consultant's headquarters. In addition, provide the location of any local support offices which will provide service to the City.

Company Management/Ownership: The City is looking for a consultant that can provide a measure of proven stability and reliability. Please describe the Company's (and any sub-consultant's) size, company management, and ownership.

All addendums received must be acknowledged in the transmittal letter.

2. Executive Summary

A brief summary of the key characteristics of the proposal is required.

3. Consultant Information, Qualifications and Experience

The City will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1) Contracting Agency
2) Contracting Agency Project Manager
3) Contracting Agency Contact Information
4) Contract Amount
5) Funding Source
6) Date of Contract
7) Date of Completion
8) Consultant Project Manager and Contact Information
9) Project Objective
10) Project Description
11) Project Outcome

Please also provide a list of contracts terminated (partially or completely) by clients for convenience or default within the past three years, if applicable. Include contract value, description of work, sponsoring organization, contract number, and name and telephone number of contracting entity.

4. Project Staff

Identify the Project Manager and key personnel on the project team that will be assigned to the contract through its duration. For all project team members, describe specific services they will perform, and illustrate clearly the applicability of the individual's background, education, and experience to his or her assigned role. Provide resumes for key personnel expected to expend significant effort on the project.

5. Subconsultants

If any part of the work described in the proposal is to be provided by subconsultants provide the following:

- A description of each subcontractor's role
- A description of previous joint ventures between the consultant and subconsultant
- The corporate or company name and names of officers or principals of companies proposed as subcontractors
- Particular experience of key personnel, including past projects and resumes. Show the key personnel in the organization chart.

6. Project Organization and Approach

Describe how the Consultant's approach will meet the particular needs of a professional civil engineering and environmental services contract, with an emphasis on the ability to perform the required services. Describe the methods used in the performance and management of civil engineering

and environmental tasks. Note: All preliminary engineering and environmental compliance documentation must be complete by May 31, 2026.

7. Scope of Work

1) Include a detailed Scope of Work Statement describing all services to be provided.
2) Describe project deliverables for each phase of your work.
3) Describe your cost control and budgeting methodology for this project.
4) Provide responses to the following:
    a. Describe critical engineering design issues associated with the project and how you will address these.
    b. Describe critical environmental issues and how you will address these.
    c. How cost and schedule could be minimized.

8. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall meet the Project Schedule shown in Appendix C, however, expedited schedules are preferred with justification for timeline feasibility.

9. Quality Assurance / Quality Control

Describe how quality assurance ("QA") and quality control ("QC") will be provided for the Project. Identify the individuals that will be involved in QA/QC services and at what milestones they will be provided. If your firm has a structured Quality Assurance/Quality Control Program, describe it briefly and show how it will be applied to the project.

10. Exceptions

Please include a statement regarding any proposed exceptions to the sample contract. If no exceptions are included, the City will expect the Consultant will be able to sign the City's contract and provide the required insurance and indemnification. If there are any specific preliminary engineering tasks that are not included in the proposal, identify them.

11. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

12. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

13. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement. The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due. A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

14. Federal-Aid Provisions

The proposing Consultant's services are federally funded, which necessitate compliance with additional requirements. Special attention is directed to Attachment 3 – Local Assistance Procedures Manual Exhibit (LAPM) 10-I, Notice to Proposers DBE Information. The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in Attachment 3.

- Local Agency Proposer DBE Commitment (Consultant Contracts); (LAPM 10-O1). **The local agency's current contract DBE Goal is 21%.**
- DBE Information - Good Faith Effort (LAPM 15-H) – Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a GFE irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02)
- Any other relevant forms required during the project.

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual

15. Cost Proposal

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

To assure that the City is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be submitted separate from the proposal and will be requested prior to the oral interview. The cost proposal is confidential and will be reviewed after the most qualified consultant has been selected. Reference sample cost estimate in Attachment 3 LAPM 10-H, Example #1. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks.

Selected Consultant shall comply with Chapter 10 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process.

Appendix B – Proposal Evaluation

Evaluation Process

All proposals will be evaluated by a City Selection Committee (Committee). The Committee may be composed of City staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be made through the City Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City's requirements as set forth in this RFP.

The selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Consultants invited to interviews will be required to submit cost proposals in sealed envelopes during the interview. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of the procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero-to-five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirements, this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.

4	Above Average	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	**Written Evaluation Criteria**	**Weight**
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	15
4	Scope of Services to be Provided	15
5	Schedule of Work	10
6	Conflict of Interest Statement	Pass/Fail
7	Local Presence	5
8	References	10
	Subtotal:	**75**

No.	**Interview Evaluation Criteria**	**Weight**
9	Presentation by Team	10
10	Q&A Response to panel questions	15
	Subtotal:	**25**
	TOTAL:	**100**

1) Completeness of Response (Pass/Fail)
   a) Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.
2) Qualifications & Experience (20 points)
   a) Relevant experience, specific qualifications, and technical expertise of the firm and subconsultants to conduct traffic engineering services on both federal and nonfederal-aid projects.
3) Organization & Approach (15 points)
   a) Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward.
   b) Roles and Organization of Proposed Team
      i) Proposes adequate and appropriate disciplines of project team.
      ii) Some or all of team members have previously worked together on similar project(s).
      iii) Overall organization of the team is relevant to City's needs.

c) Project and Management Approach
   i) Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
   ii) Team successfully addresses Site Planning and Programming efforts.
   iii) Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
d) Roles of Key Individuals on the Team
   i) Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
   ii) Key positions required to execute the project team's responsibilities are appropriately staffed.
e) Working Relationship with the City
   i) Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
   ii) Team leadership understands the nature of public sector work and its decision-making process.
   iii) Proposal responds to need to assist City during the project.

4) Scope of Services to be Provided (15 points)
   a) Detailed Scope of Services to be Provided
      i) Proposed scope of services is appropriate for all phases of the work.
      ii) Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
   b) Project Deliverables
      i) Deliverables are appropriate to schedule and scope set forth in above requirements.
   c) Cost Control and Budgeting Methodology
      i) Proposer has a system or process for managing cost and budget.
      ii) Evidence of successful budget management for a similar project.
5) Schedule of Work (10 points)
   a) Schedule shows completion of the work within or preferably prior to the City's overall time limits as specified in Appendix C.
   b) The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
   c) The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.
6) Conflict of Interest Statement (Pass/Fail)
   a) Discloses any financial, business or other relationship with the City that may have an impact upon the outcome of the contract or the construction project.
   b) Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
   c) Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.
7) Local Presence (5 points)

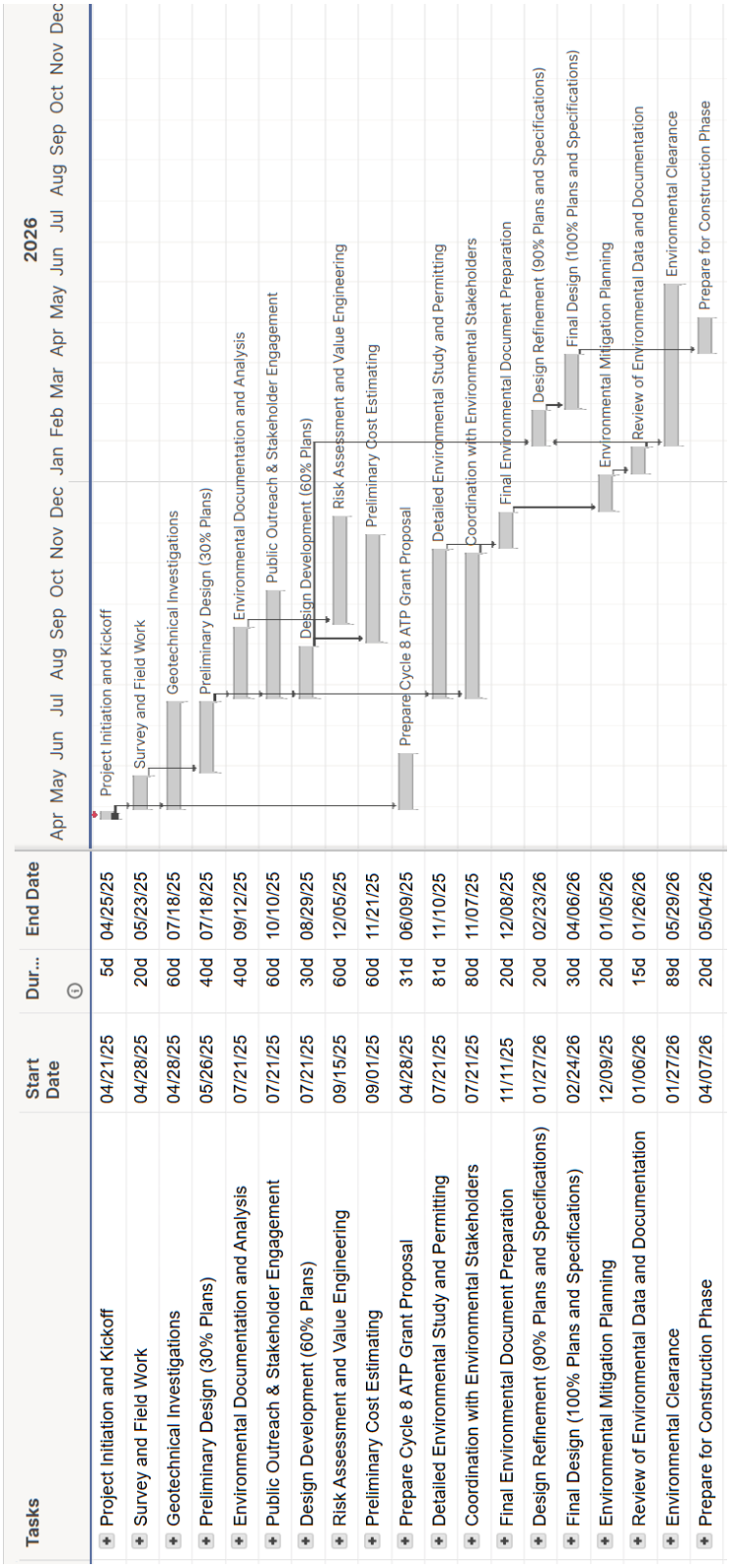
a) A statement addressing firm's ability to establish an office within the County or surrounding area.

8) References (10 points)
   a) Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.
9) Presentation by Team (10 points)
   a) Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.
10) Q&A Response to Panel Questions (15 points)
   a) Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

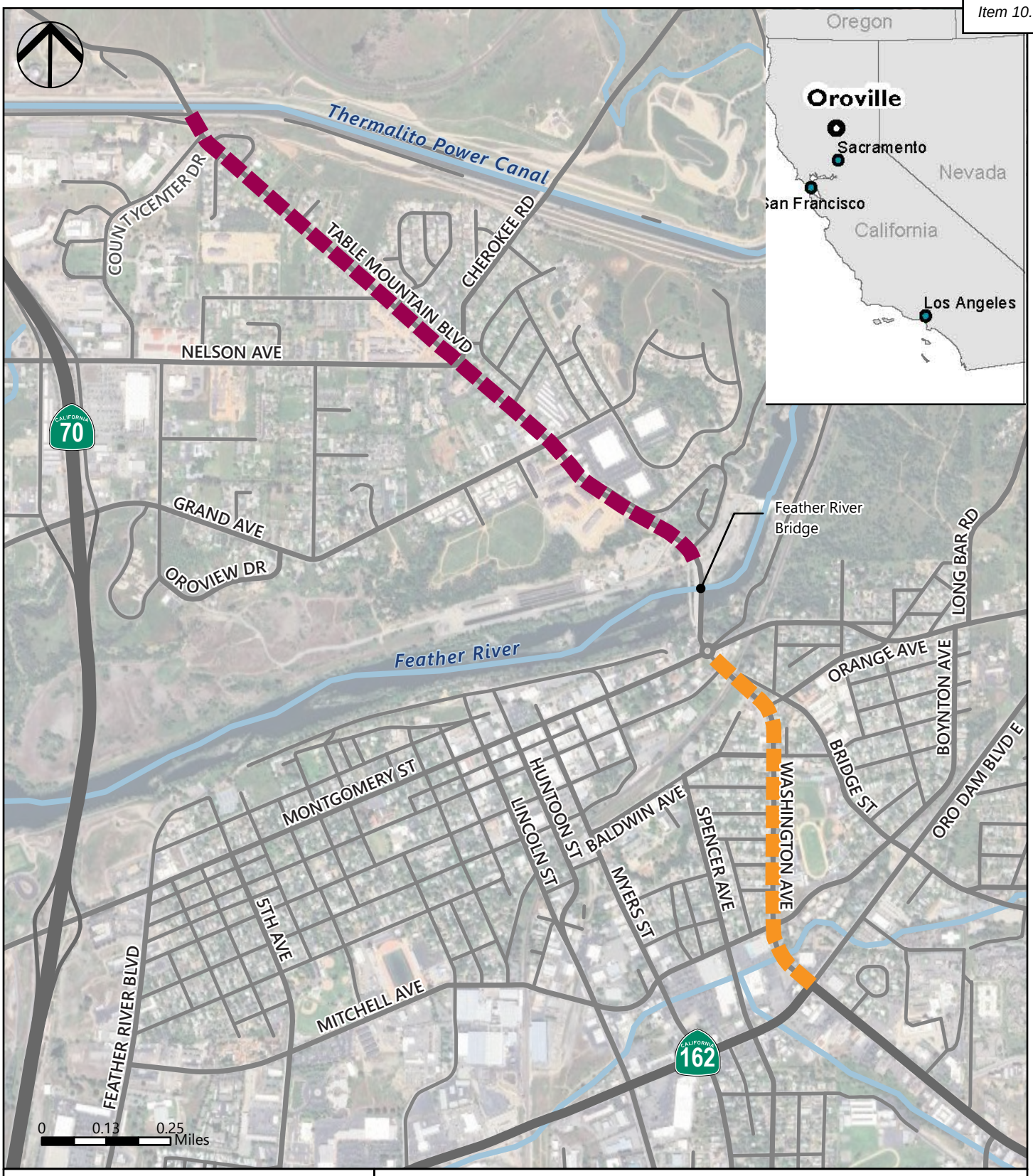
No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		15	
5	Schedule of Work		10	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Local Presence		5	
8	References		10	
9	Presentation by Team		10	
10	Q&A Response to Panel Questions		15	
TOTAL:			**100**	

Appendix C – Draft Project Schedule



ATTACHMENT 1

Project Map and Conceptual Drawings



Washington Avenue and Table Mountain Boulevard Complete Streets Project

Location Map

MARK THOMAS

LEGEND

- Project Limits
- Project Limits

ABBREVIATIONS:

AB	AGGREGATE BASE
(E)	EXISTING
HMA	HOT MIX ASPHALT
LS	LANDSCAPE
R/W	RIGHT OF WAY
MUP	MULTI-USE PATH
SW	SIDEWALK
ETW	EDGE OF TRAVELED WAY
TWLTL	TWO-WAY LEFT TURN LANE
BOC	BACK OF CURB
BOW	BACK OF WALK

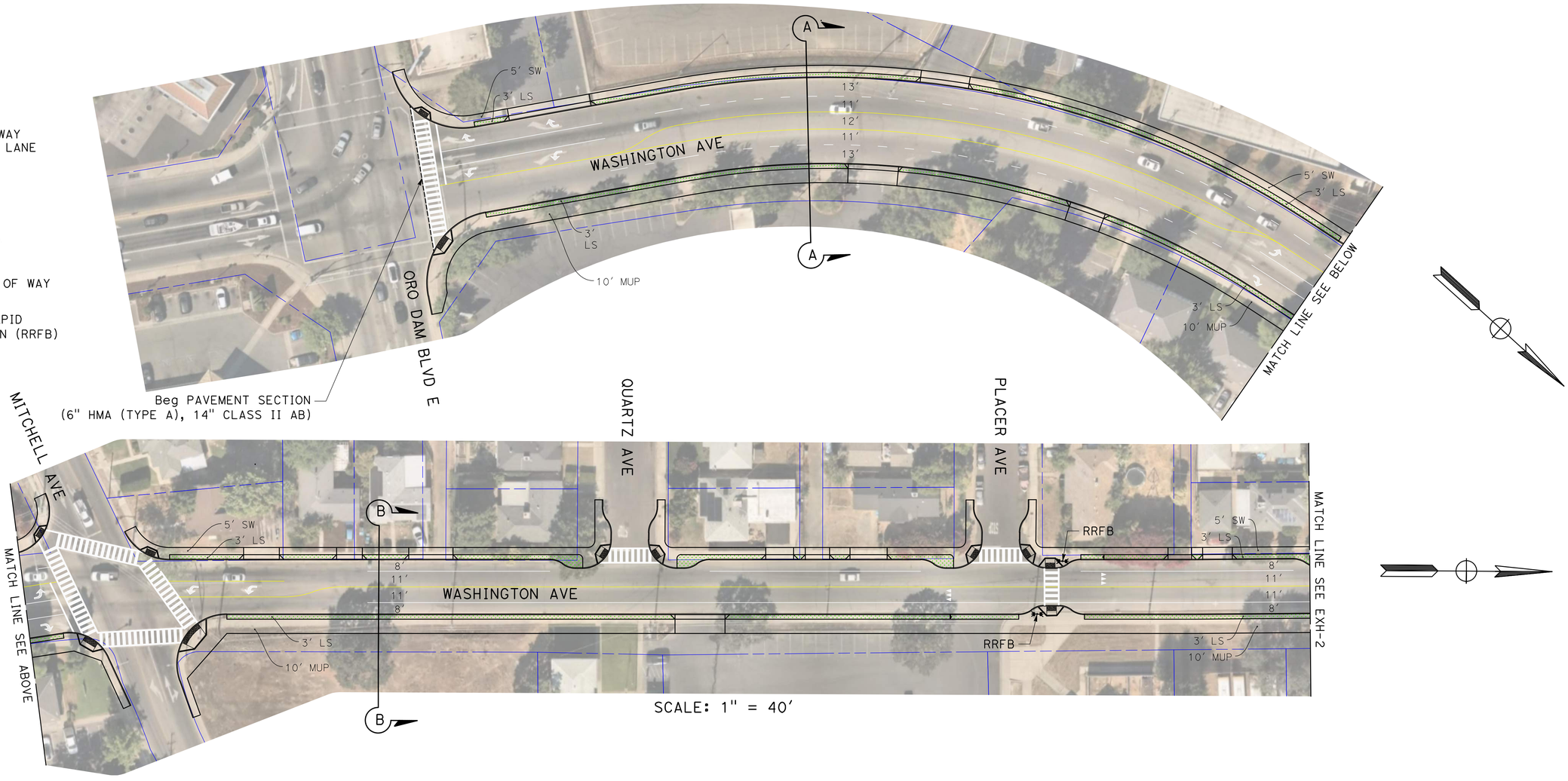
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LANDSCAPE AREA

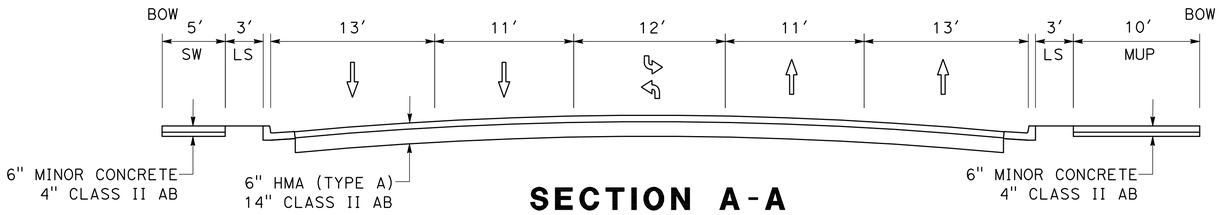
EXISTING RIGHT OF WAY

RECTANGULAR RAPID FLASHING BEACON (RRFB)

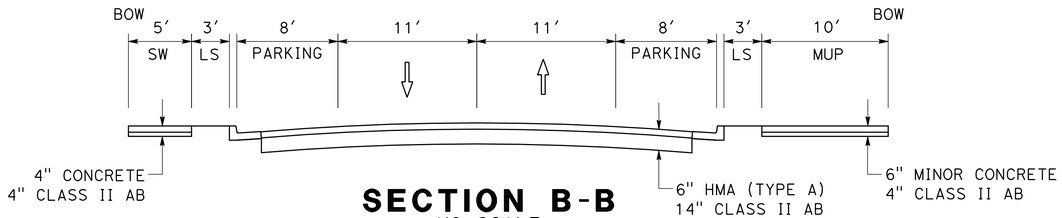
SIGN



SCALE: 1" = 40'



SECTION A-A
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SECTION B-B
NO SCALE

		E.O.R.	REVISION	
DATE	OWN BY.	NO.	DESCRIPTION	APP'D DATE

IMPORTANT NOTICE
Section 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid. For your Dig Alert I.D. Number call
CALL TOLL FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600

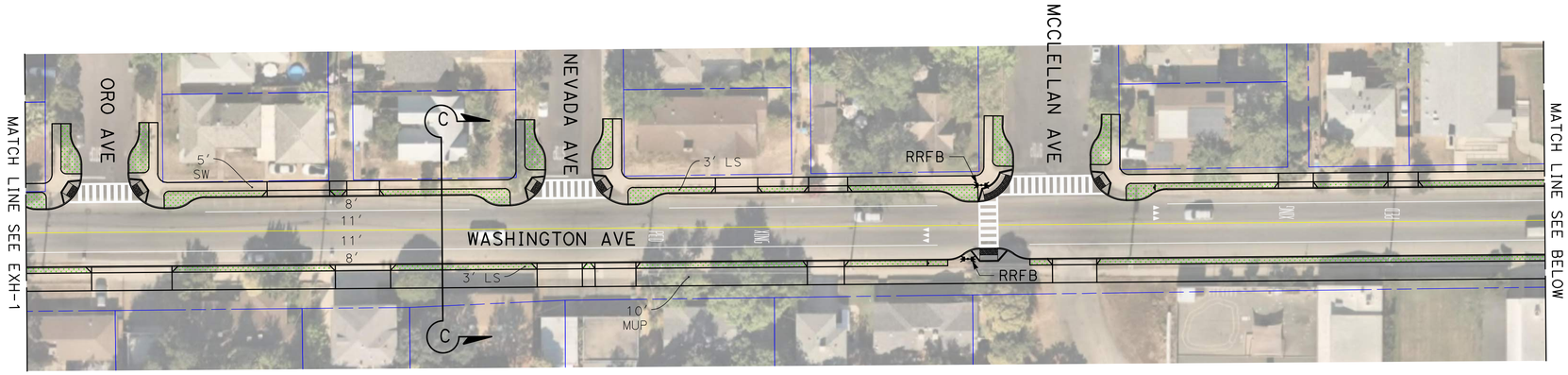
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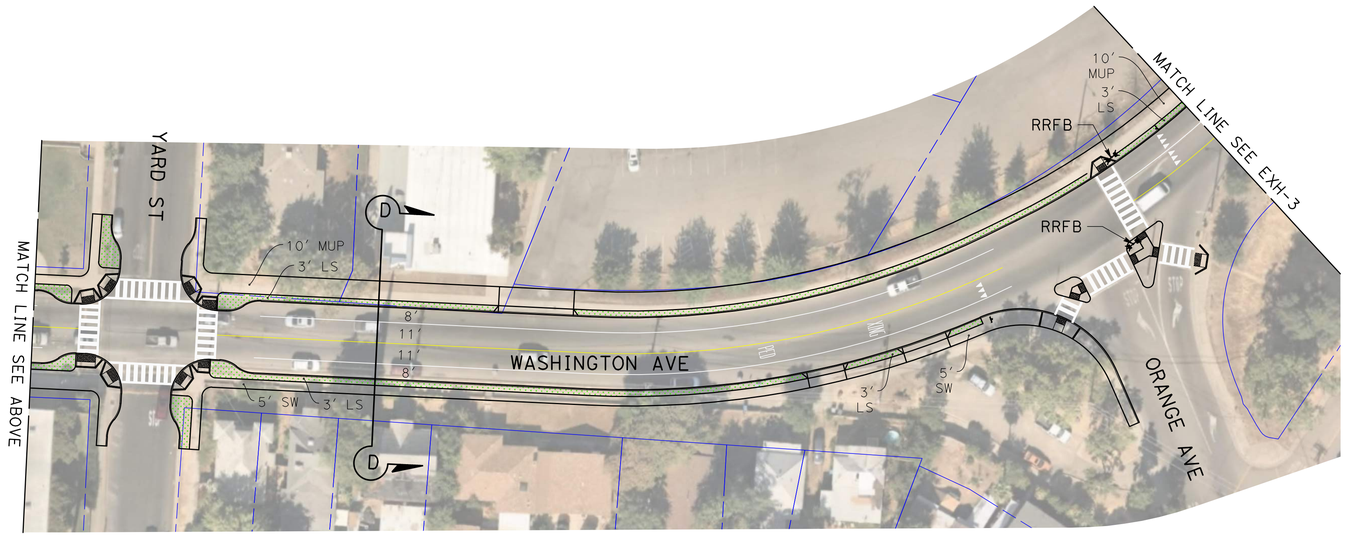
WASHINGTON AVENUE AND
TABLE MOUNTAIN BOULEVARD
COMPLETE STREETS PROJECT
OROVILLE, CALIFORNIA

CITY OF OROVILLE

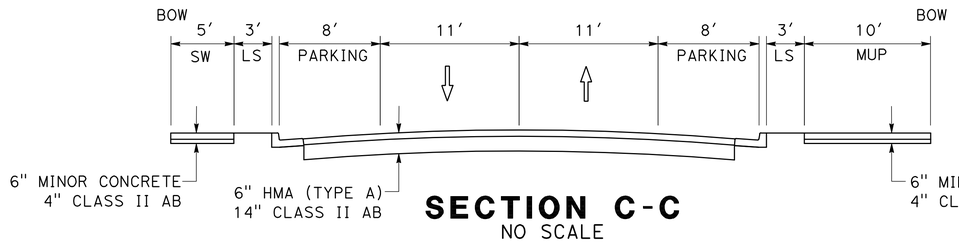
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SHEET 1 OF 7

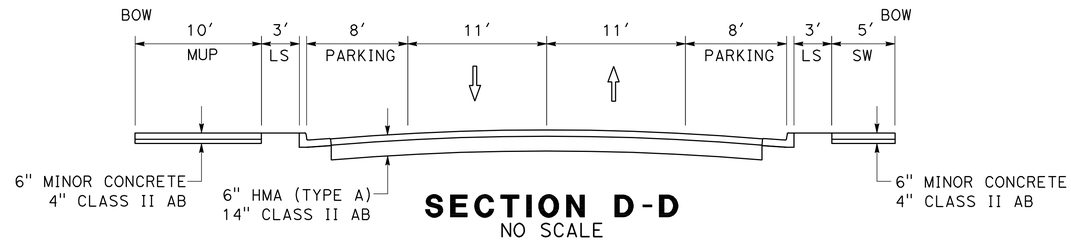




SCALE: 1" = 40′



SECTION C-C
NO SCALE



SECTION D-D
NO SCALE

DATE	OWN BY.	E.O.R. NO.	REVISION DESCRIPTION	APP'D DATE

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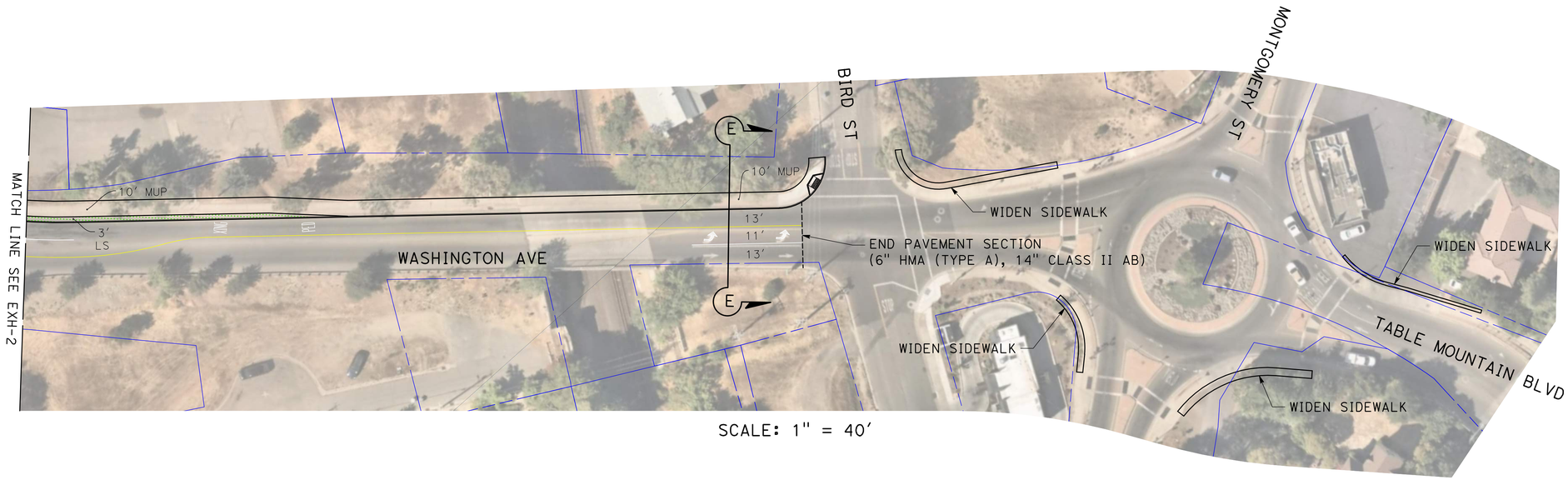
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WASHINGTON AVENUE AND
TABLE MOUNTAIN BOULEVARD
COMPLETE STREETS PROJECT
OROVILLE, CALIFORNIA

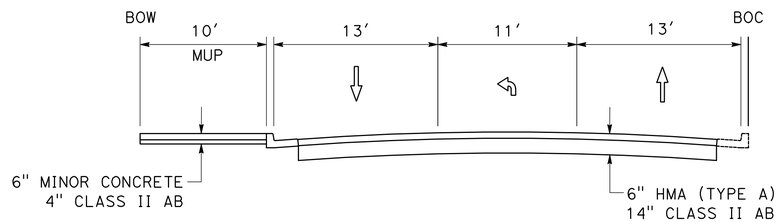
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SHEET 2 OF 7



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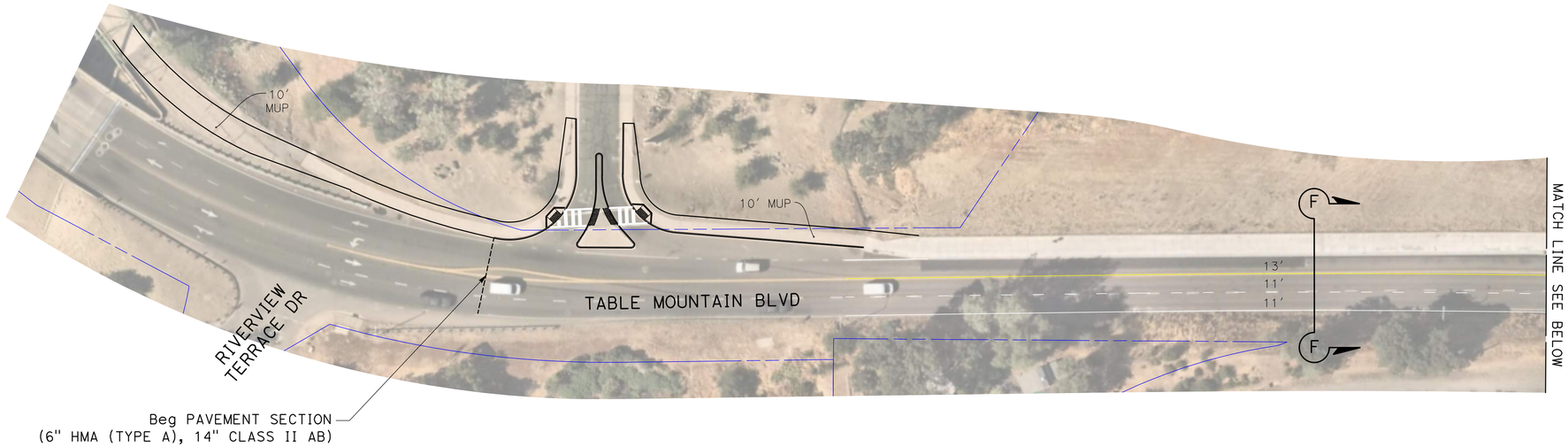
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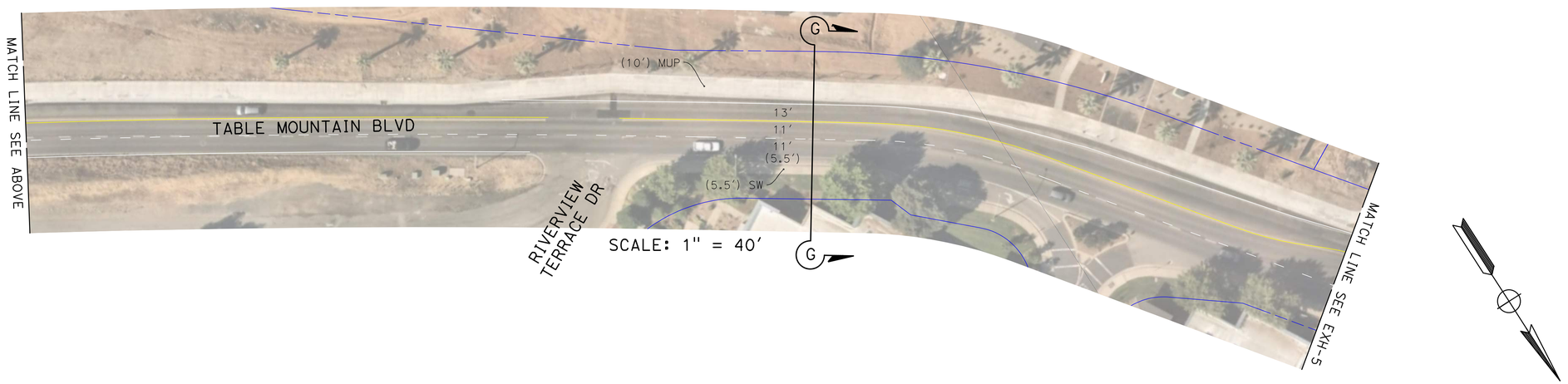
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OROVILLE, CALIFORNIA

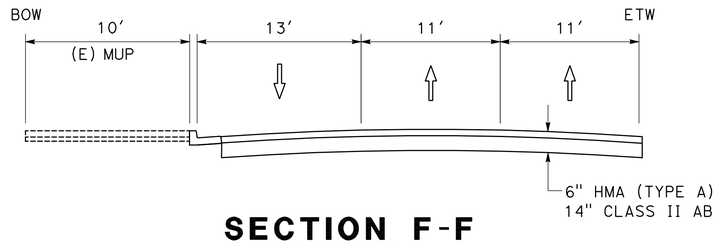
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EXH-3

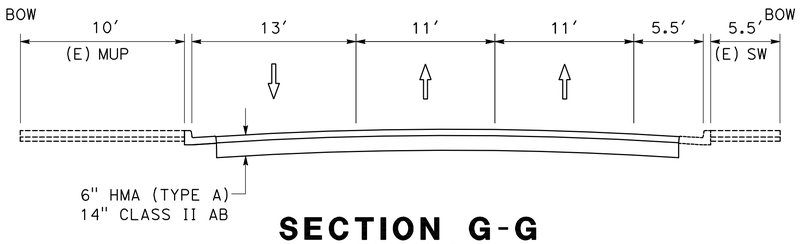
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SECTION F-F
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SECTION G-G
NO SCALE

DATE	OWN BY.	E.O.R. NO.	REVISION DESCRIPTION	APP'D DATE

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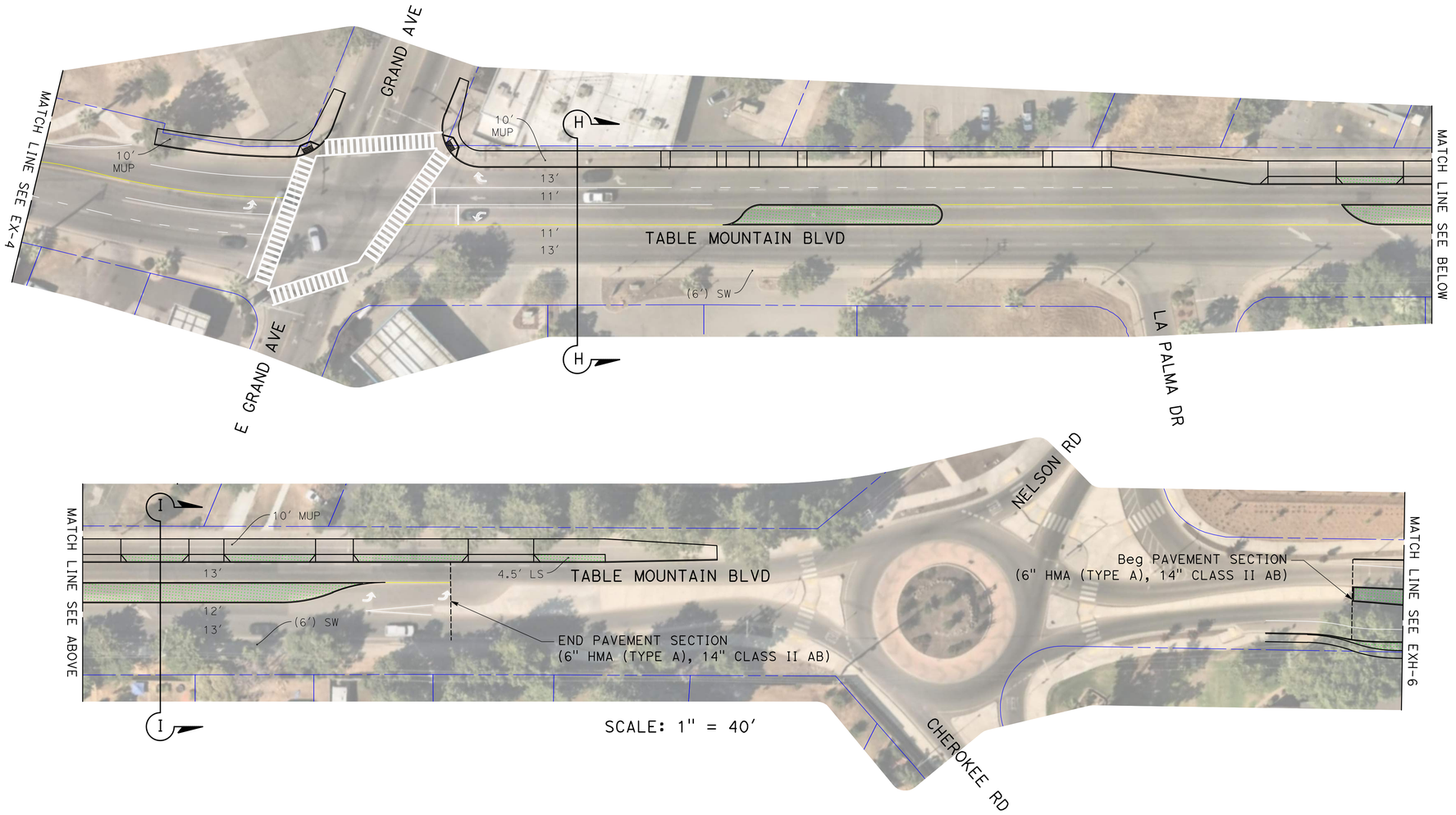
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WASHINGTON AVENUE AND
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OROVILLE, CALIFORNIA

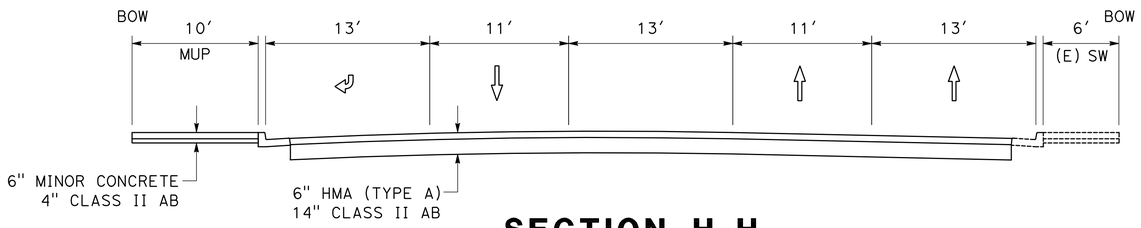
CITY OF OROVILLE

DRAWING NO.
EXH-4

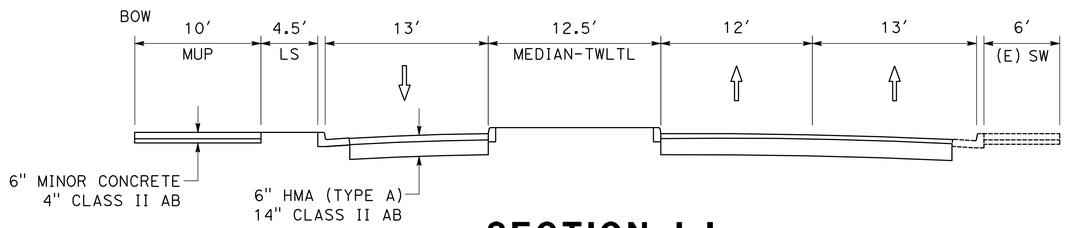
SHEET 4 OF 7



SCALE: 1" = 40'



SECTION H-H
NO SCALE



SECTION I-I
NO SCALE

DATE	OWN BY.	E.O.R. NO.	REVISION DESCRIPTION	APP'D DATE

IMPORTANT NOTICE
Section 4216/4217 of the Government Code requires a Dig Alert Identification Number to be issued before a "Permit to Excavate" will be valid. For your Dig Alert I.D. Number call
CALL TOLL FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
1-800-227-2600

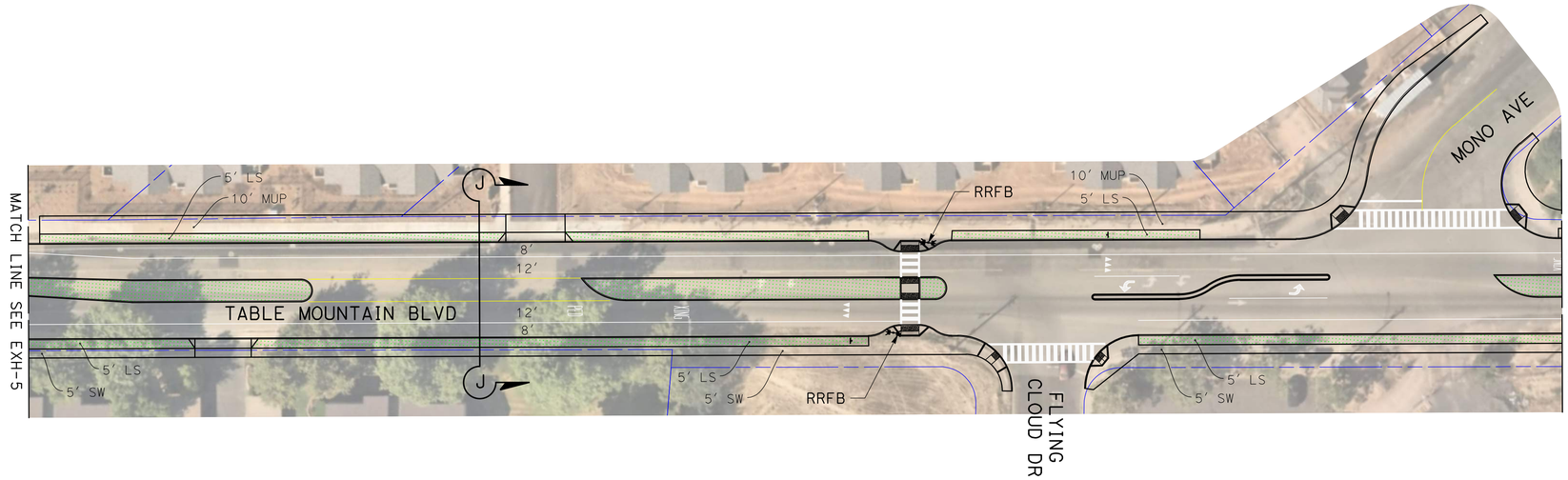
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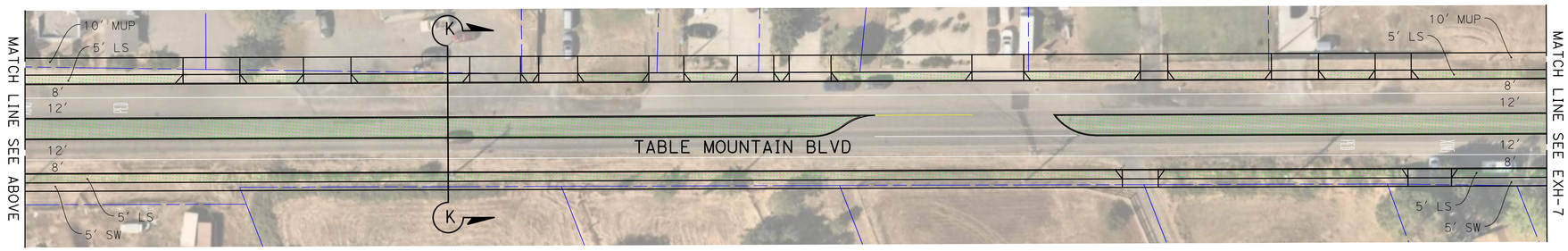
WASHINGTON AVENUE AND
TABLE MOUNTAIN BOULEVARD
COMPLETE STREETS PROJECT
OROVILLE, CALIFORNIA

CITY OF OROVILLE

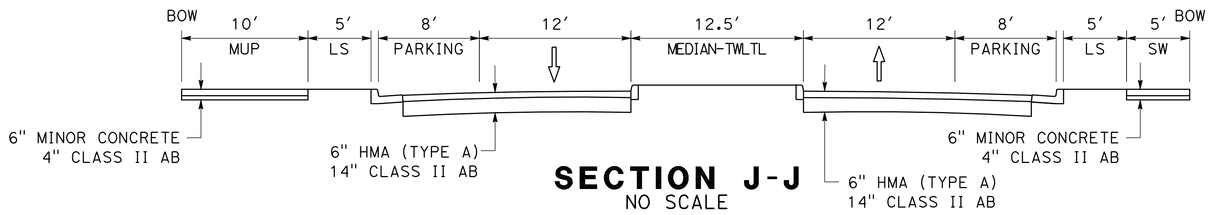
DRAWING NO.
EXH-5

SHEET 5 OF 7

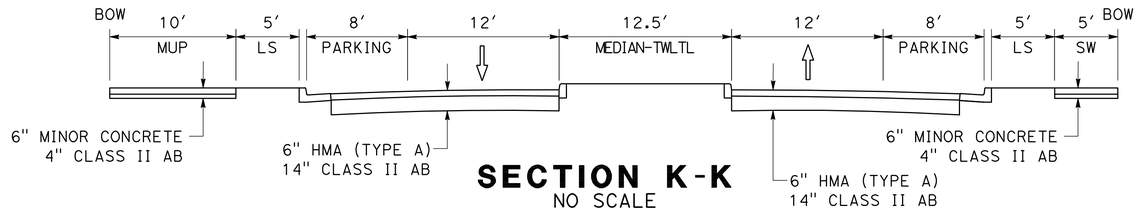




SCALE: 1" = 40'



SECTION J-J
NO SCALE



SECTION K-K
NO SCALE

DATE	OWN BY.	E.O.R. NO.	REVISION DESCRIPTION	APP'D DATE

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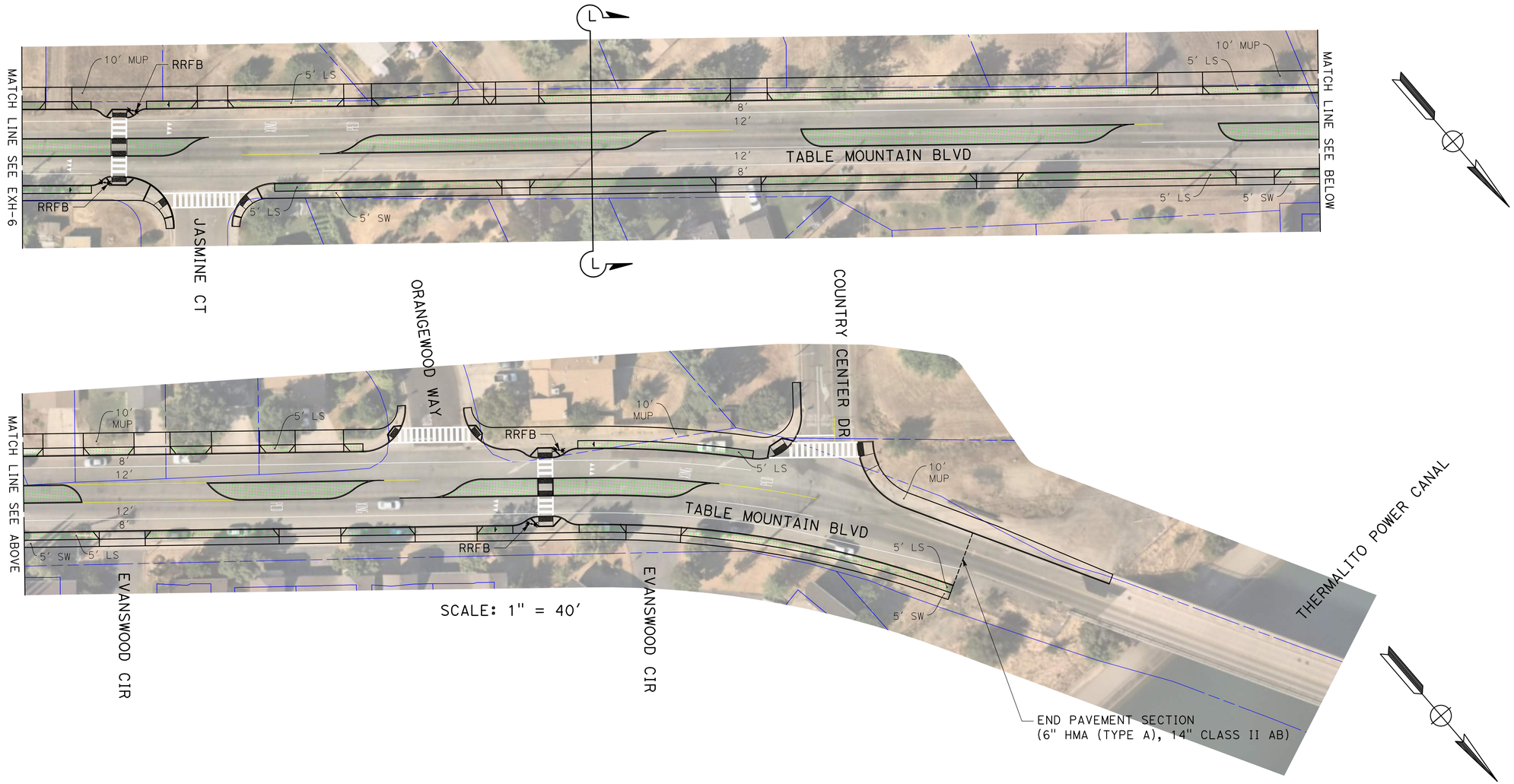
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WASHINGTON AVENUE AND
TABLE MOUNTAIN BOULEVARD
COMPLETE STREETS PROJECT
OROVILLE, CALIFORNIA

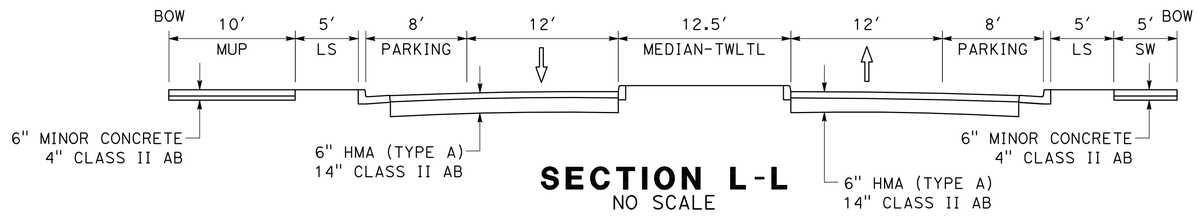
CITY OF OROVILLE

DRAWING NO.
EXH-6

SHEET 6 OF 7



SCALE: 1" = 40'



SECTION L-L
NO SCALE

DATE	OWN BY.	E.O.R. NO.	REVISION DESCRIPTION	APP'D DATE

IMPORTANT NOTICE
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ENGINEER STAMP:

WASHINGTON AVENUE AND
TABLE MOUNTAIN BOULEVARD
COMPLETE STREETS PROJECT
OROVILLE, CALIFORNIA

CITY OF OROVILLE

DRAWING NO.
EXH-7

SHEET 7 OF 7

ATTACHMENT 2

Sample Contract Agreement

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this ___th day of _____, 2025, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONSULTANT").

The Project Manager for the "CONSULTANT" will be _____.
The Contract Administrator for the City will be _____.

RECITALS

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

B. The CITY conducted an RFP issued in January, 2025, and selected CONSULTANT as the preferred service provider;

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

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

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

1.1 CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

1.2 CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

1.3 This AGREEMENT provides for visits to the site as needed, and inspection of the work by representatives of the CITY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

1.4 The method of payment for this AGREEMENT will be based on lump sum for each Task. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between

CONSULTANT and CITY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by CITY.

2. TERM OF AGREEMENT.
The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20___ unless extended in writing in advance by both parties.

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

4. PAYMENT FOR SERVICES.
The CONSULTANT shall be compensated in an amount not to exceed $_____ for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONSULTANT shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONSULTANT shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth, CITY shall have the right to delay payment or terminate this AGREEMENT.

4.1 Invoices shall detail the work performed on each milestone, on each task as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due CITY. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the CITY.

4.2 If the CITY fails to pay promptly, the CITY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the CITY shall act in accordance with both of the following:

(1) The CITY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
(2) The CITY must return any payment request deemed improper by the

CITY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

4.3 PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the CITY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any

payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The CITY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The CITY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

5. CONTRACT ADMINISTRATION.

5.1. The CITY’s Representative. Unless otherwise designated in writing,_____ shall serve as the CITY’s representative for the administration of the project. All activities performed by the CONSULTANT shall be coordinated with this person.

5.2. Manager-in-Charge. For the CONSULTANT,_____ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONSULTANT. The Manager-in Charge shall not be replaced without the written consent of the CITY.

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

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

6. TERMINATION.

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

6.2. Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after

written notification is received by the CONSULTANT to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONSULTANT shall be responsible for any additional costs incurred by the CITY in securing the services from another CONSULTANT.

6.3 Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

6.4 CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

6.5 Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

7. INDEMNIFICATION.
CONSULTANT shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with CONSULTANT's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of CONSULTANT’s negligent or wrongful performance under this Agreement, CONSULTANT shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney’s fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and CONSULTANT, or should CITY otherwise find CONSULTANT’s legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorney’s fees, expert fees and all other costs and expenses of litigation. CONSULTANT shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

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

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

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

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

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

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

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

Prior to commencement of the work described herein, CONSULTANT shall furnish CITY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to CITY.
2. That CITY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That CITY will not be responsible for any premiums or assessments on the policy.

CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said

expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of CITY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, CITY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

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

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

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

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

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

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance

maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

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

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

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

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

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

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

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

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

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

9. ASSIGNMENT AND SUBCONTRACTING.
The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience, and competence of the CONSULTANT. Assignments of any or all rights, duties, or obligations of the CONSULTANT under this Agreement will be permitted only with the express consent of the CITY. The CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONSULTANT shall be fully responsible to the CITY for all acts or omissions of the subCONSULTANT. Nothing in this Agreement shall create any contractual relationship between the CITY and subCONSULTANT nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subCONSULTANT other than as otherwise is required by law.

9.1 Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the CITY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the CITY’s obligation to make payments to the CONSULTANT.

9.2 The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the CITY Contract Administrator, except that which is expressly identified in the CONSULTANT’s approved Cost Proposal.

9.3 Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

9.4 CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.

9.5 Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.

9.6 Prompt Progress Payment
CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.
In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

9.7 Prompt Payment of Withheld Funds to Subconsultants
No retainage will be held by the CITY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

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

10.1. Taxes. The CONSULTANT agrees to pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent CONSULTANT relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent CONSULTANT status of the CONSULTANT and the audit in any way fails to sustain the validity of a wholly independent

CONSULTANT relationship between the CITY and the CONSULTANT, then the CONSULTANT agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

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

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

10.4 The CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the CITY as to the designation of tasks to be performed and the results to be accomplished.

10.5 Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

10.6 Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the CITY. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the CITY.

10.7 CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

10.8 No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

10.9 The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

10.10 The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to CITY. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

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

12. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.
The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

12.1 During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

12.2 CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990

(a-f), set forth 2 CCR§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

12.3 CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.

12.4 CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

12.5 CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

12.6 The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

12.7 The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

12.8 CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

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

13.1 Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY Finance Department.

13.2 Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY's Finance Department of unresolved audit issues. The request for review will be submitted in writing.
13.3 Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

13.4 CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

13.5 CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an

accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph 13.5, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph 13.5.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

14. OWNERSHIP OF DOCUMENTS.

It is understood and agreed that the CITY shall own all documents and other work product of the CONSULTANT, except the CONSULTANT's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its

discretion and without further compensation to the CONSULTANT. The CONSULTANT shall at its sole expense provide all such documents to the CITY upon request.

15. INDEPENDENT CONSULTANT.
The CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONSULTANT. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees or agents, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY. By executing this Agreement, CONSULTANT confirms and asserts that A) they shall be responsible to direct their own work and are free from CITY control in the precise manner and details of how the work is carried out; B) that the work performed by CONSULTANT is understood to be outside the scope of the usual course of business carried out by the CITY; and C) that CONSULTANT is customarily engaged in an independently established trade, occupation, or business of the same nature of that performed for the CITY.

15.1 If CONSULTANT, at any time comes to believe that they are an employee and not an independent CONSULTANT, CONSULTANT shall immediately notify the CITY of such belief. All work to be performed by CONSULTANT under this Agreement shall be immediately suspended. CONSULTANT agrees to indemnify and hold harmless the Company from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, provided that such claims arise out of or are based upon the CONSULTANT's designation as an independent CONSULTANT and not as an employee of the Company. CONSULTANT waives any right to recover from the Company any expenses or losses, including but not limited to those arising from claims that CONSULTANT was misclassified as an independent CONSULTANT unless such indemnification is prohibited by law. In the event CONSULTANT notifies CITY of a purported misclassification, the CITY may elect to immediately terminate this Agreement.

16. EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES
Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

16.1 For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

16.2 Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years

and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

17. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

18. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

18.1 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

18.2 The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

19. DEBARMENT AND SUSPENSION CERTIFICATION
The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

19.1 Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

19.2 Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

20. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION
CONSULTANT, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

20.1 CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing

out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

20.2 The goal for DBE participation for this AGREEMENT is 21%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10- O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

20.3 CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

20.4 Contract Assurance

Under 49 CFR 26.13(b):
CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying CONSULTANT from future proposing as non-responsible

20.5 Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the CITY. Unless the CITY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the CITY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The CITY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed

above. Simultaneously send a copy of this written notice to the CITY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the CITY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the CITY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The CITY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the CITY's written authorization of DBE termination request, CONSULTANT must obtain the CITY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the CITY which must include:
    a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Description of scope of work and cost proposal
        - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
        - Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of CITY's authorization to terminate the DBE. CONSULTANT may request the CITY's approval to extend this submittal period to a total of 14

days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the CITY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE

The CITY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

20.6 Commitment and Utilization

The CITY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CITY shall request CONSULTANT to:

1. Notify the CITY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1 -tier subconsultant
   - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business

Enterprises (DBE) Certification Status Change and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. The CITY will withhold $10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.
In the CITY's reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

20.7 Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the CITY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the

LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the CITY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.
CONSULTANT must notify the CITY immediately if they believe the DBE may not be performing a CUF.

The CITY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional CITY evaluations. The CITY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The CITY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the CITY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the CITY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of CITY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the CITY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. CITY may deny payment for the noncompliant portion of the work. CITY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENGY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. CITY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the CITY's approval. The CITY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

20.8 A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

20.9 If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

20.10 CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

20.11 If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.

20.12 For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.
For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the CITY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

20.13 Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

21. FUNDING REQUIREMENTS
21.1 It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

21.2 This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any

additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

21.3 It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

21.4 CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

22. DISPUTES

22.1 Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.
Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of CITY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.

22.2 Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

22.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

23. SAFETY

23.1 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

23.2 Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

23.3 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

24. TITLE VI ASSURANCES – APPENDICES A-E of the TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations,

U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under

such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the

U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non- discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non- discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

25. NOTICE.

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

CITY:
City of Oroville,
1735 Montgomery Street,

Oroville, California, 95965
Attention: City Administrator

CONSULTANT:
Organization Name
Street Address,
State ZIP
Attention: _____

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 2025.

CONSULTANT:

_____
{Name, Title}

CITY OF OROVILLE:

_____
Brian Ring, City Administrator

APPROVED AS TO FORM:

_____
Scott Huber, City Attorney

ATTACHMENT 3

Required Local Assistance Procedures Manual Exhibits

Exhibit 10-I: Notice to Proposers DBE Information
(federally funded projects only)

The Local Public Agency (LPA) has established a DBE goal for this Contract of 21 %

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- LPA also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (see 49 CFR 26: Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1: Consultant Proposal DBE Commitment must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards meeting the contract goal; therefore, all DBE participation must be collected and reported.

Exhibit 10-O2: Consultant Contract DBE Information must be included in best qualified consultant's executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The proposer is a DBE and will meet the goal by performing work with its own forces.

2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The proposer must list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. COUNTING DBE PARTICIPATION

Materials or supplies purchased from DBEs count towards the DBE goal under the following conditions:

A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment must be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services

6. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please email DBE.Certification@dot.ca.gov for assistance.

B. Access the CUCP database from the Department of Transportation, Office of Civil Rights website. For guidance on how to search for certified firms using the CUCP database, please visit: DBE Goal Setting | Caltrans

Exhibit 9-G: Sample Procedure for Good Faith Efforts

This sample procedure is recommended based on 49 CFR 26.53(d). It can be used verbatim or modified as necessary to fit the Local Agency's particular requirements and project. If modifications are necessary, please ensure that they are compatible with 49 CFR 26.

Demonstration of Good Faith Efforts §26.53(a)-(c)

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts.

The administering Local Agency reviews all DBE commitment information submitted as a result of bid when a contract goal is assigned. When reviewing a good faith effort submission, the Local Agency reviews several factors in determining whether a bidder has demonstrated adequate good faith efforts to meet the contract goal.

DBE information that bidders must submit within 5 calendar days of bid opening includes but is not limited to:

1. The bidder/offeror's overall DBE commitment.
2. Items of work the bidder/offeror has made available to DBE firms. The bidder/offeror identifies and describe those items of work the bidder/offeror might otherwise perform with the bidder/offeror's own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, the bidder/offeror must show the dollar value and percentage of the total contract. It is the bidder/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
3. Names of certified DBEs, dates on which they were solicited to bid on the project, and the North American Industry Classification System (NAICS) and California Work Category codes that the DBEs are certified in. The bidder/offeror must include the items of work offered. The bidder/offeror must describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. The bidder/offeror must attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. The bidder/offeror is reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
4. Name of selected firm and its status as a DBE for each item of work made available. The bidder/offeror must include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, the bidder/offeror must provide the reasons for the selection.

5. Name and date of each publication in which the bidder/offeror requested DBE participation for the project. The bidder/offeror must attach copies of the published advertisements. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, the bidder/offeror must provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If the bidder/offeror has provided information, they must identify the name of the DBE assisted, the nature of the information provided, and date of contact. The bidder/offeror must provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the bidder/offeror or its affiliate. If such assistance is provided by the bidder/offeror, they must identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal.

9. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the bidder/offeror's commitment.

10. Written documentation of reason(s) for rejecting DBE quotes.

11. Any additional data to support demonstration of good faith efforts.

The bidder/offeror can use Caltrans LAPM Exhibit 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS, and any agency-approved forms to provide such information listed above. In its determination, the Local Agency ensures the completeness and accuracy of documents such as the contact lists, publication proof, solicitation letters, fax/email transmissions, and quotes from DBEs and non-DBEs.

For trucking bid items, the Local Agency will verify the DBE trucking firm is certified to perform the work. The Local Agency will contact the bidder to determine how it used the DBE's quote to arrive at its commitment amount. The Local Agency will question the bidder on how many and what types of trucks are needed to do the work and the number of trucks owned by the DBE trucker. The Local Agency will get copies of the current registration(s) or non-operating permit(s) for each truck. The Local Agency will ask the bidder if the DBE trucker will be brokering any trucks, if so, verify the certification, registration(s) and non-use permit(s) and brokerage fee credit for non-DBE trucks.

For DBE bulk suppliers the Local Agency will verify the DBE has enough trucks or existing lease agreements for enough trucks to perform the work. The Local Agency will also have the DBE sign a written declaration declaring their drivers will be driving the leased trucks if the DBE operates any leased trucks. The Agency will get clarification on the origin and destination of the materials to be supplied. The Agency will question the bidder on who will be paying for the material.

Once a determination is made the Local Agency writes a letter with its findings and supporting data to the bidder. Should the good faith effort of a bidder be rejected the Local Agency will include in their decision letter the areas of deficiency by the bidder. This may include, but not limited to, bidder comparison of DBE quotes accepted by another bidder/proposer, list of available DBEs based on the work codes and work area in the California Unified Certification Program (CUCP) database.

Per Chapter 9.8 (Good Faith Efforts) of the Local Assistance Procedure Manual (LAPM), Caltrans provides review and feedback on the Local Agency's determinations of the bidder/proposer's GFE for consultant contracts greater than $500,000 and construction contracts greater than $2 million. Caltrans' Office of Civil Rights (OCR), Contract Evaluation Branch (CEB) can assist the local agencies by reviewing their evaluations. The CEB reviews the GFE determination of the Local Agency and analyzes the bidders/proposer's GFE submittal to the Local Agency. The CEB will draft a memo either concurring or not concurring with their determination. The CEB will provide feedback on improving the local agencies GFE evaluation when applicable.

Design-Build (DB) and Construction Manager General Contractor (CMGC) contracts require a slightly different Good Faith Effort documentation process. Instructions to Proposers of the RFP directs all proposers to submit a DBE Performance Plan which includes the following DBE information:

1. An estimated dollar amount to be awarded to DBE firms.
2. Identification of the areas of work to be subcontracted to DBE firms, specifying the areas DBE firms have been selected and the areas DBE firms are anticipated to be used. It is the proposer's responsibility to demonstrate sufficient work to facilitate DBE participation was made or will be made available to DBE firms.
3. A description of the good faith efforts the proposer has made as of the date of the proposal and good faith efforts the proposer will make in the future to meet the DBE goals.

The DBE Performance Plan, (must at minimum demonstrate the proposer's intent to meet the contract goal) when fully implemented, results in the proposer meeting the DBE goal, unless the proposer can demonstrate afterwards that they made good faith efforts throughout the contract period. In addition to the DBE Performance Plan, proposers submit good faith efforts documentation demonstrating their efforts to achieve the DBE goal up to the proposal due date.

Administrative Remedies for noncompliance §26.53(f)(3)

The following is the applicable process if the contractor fails or refuses to comply with the substitution process in the specified time. The Local Agency must provide a warning to the contractor. If the first warning is provided verbally, the resident engineer or contract manager must document the warning in their daily contract reports.

If the prime contractor replaces a listed DBE without written approval from the resident engineer, payment for the items of work committed to the DBE must be temporarily withheld from the next progress payment. The Local Agency will send the prime contractor written notice of the improper substitution and payment withhold. In addition, if the DBE is also a subcontractor required to be listed at bid time by the Fair Practices Act, the substitution process must comply with Sections 4100 through 4114 of California Public Contract Code, "Subletting and Subcontracting Fair Practices Act".

If the substitution is found to be in violation of the Fair Practices Act, the Local Agency's hearing officer may assess the prime contractor a penalty of up to 10 percent of the subcontract amount. Any temporary withholds become permanent when a violation is confirmed. Federally funded contracts require the contractor to report a DBE firm that becomes certified or decertified during the course of the project. A DBE subcontractor that becomes decertified during the course of the project must notify the contractor in writing with the date of decertification. In the same manner, a subcontractor that becomes a certified DBE during the course of the project must notify the contractor in writing with the date of certification. The prime contractor must notify the resident engineer if the contractor becomes aware of a DBE obtaining or losing its certification during construction.

The contractor must still honor contractual commitments with a DBE firm performing work on the contract even if the DBE loses its certification during construction. No substitution is required. For reporting purposes only, DBE credit for the Local Agency will be limited to payments made while the firm was certified.

Good Faith Efforts when a DBE is replaced on a contract §26.53(f)(g)

The Local Agency will require a contractor to make good faith efforts to replace a DBE that is terminated or otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. Contractors are required to notify the contract's resident engineer or contract manager immediately of the DBE's inability or unwillingness to perform or provide reasonable documentation.

The contractor is required to obtain prior written approval of the substitute DBE from the contract administrator. These approvals come from either the resident engineer or contract manager for the agency's contracts. Should the contractor be unsuccessful in replacing the committed DBE with another DBE, then it is the responsibility of the resident engineer or contract manager to ensure the contractor has submitted sufficient documentation of good faith efforts. If the contractor is able to replace the committed DBE with another DBE, the resident engineer or contract manager must collect copies of the new or amended subcontracts.

The contractor is required to notify the original DBE of their intent to use other forces or material sources and provide the reasons. The contractor needs to provide the DBE with 5 business days to respond to their notice and advise the contractor and the Local Agency of the reasons why the use of other forces or sources of materials should not occur. The contractor's request to use other forces or material sources must include:

- One or more of the reasons listed in the preceding paragraph;
- Notices from the contractor to the DBE regarding the request; and
- Notices from the DBE to the contractor regarding the request.

If the Local Agency authorizes the termination or substitution of a listed DBE, make good faith efforts to find another DBE. The substitute DBE must (1) perform at least the same dollar amount of work as the original DBE under the contract to the extent needed to meet the DBE goal and (2) be certified as a DBE with the work code applicable to the type of work the DBE will perform on the contract at the time of the contractor's request for substitution. The contractor needs to submit their documentation of good

faith efforts within 7 days of the contractor's request for authorization of the substitution. The Local Agency may authorize a 7-day extension of this submittal period at the contractor's request. Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

Unless the Local Agency authorizes a request to terminate or substitute a listed DBE, the Local Agency does not pay for work unless it is performed or supplied by the DBE listed on the DBE Commitment form. The contractor may be subject to other sanctions under 49 CFR 26.

It is the responsibility of the Local Agency's construction staff to either approve or deny any good faith efforts submitted in an attempt to substitute a DBE on a contract. A copy of the GFE and all relevant documentation, including the approval or denial of the GFE are to be kept in the contract file and reported to the contract administration branch or staff for tracking.

DBE Prime Credit §26.53(i)

If the bidder is a DBE firm, the Local Agency will review the firm's DBE certification. The Local Agency will review the work codes assigned to the DBE firm and compare the codes to the bid items on the contract. The DBE bidder must be certified to perform/provide at least 30 percent of the work on the project. On average the DBE prime most likely has met the DBE goal with their own forces.

Subcontracts §26.53(j)

The Local Agency's contracts will require the contractor awarded a federal-aid contract to make a copy of all DBE subcontracts available upon request. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES
Agreement No. 3546

This Agreement is made on this 6th day of May, 2025, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and Mark Thomas & Company, Inc., 701 University Avenue, Suite 200, Sacramento, CA 985825 (hereinafter referred to as the "CONSULTANT").

The Project Manager for the "CONSULTANT" will be Daniel Blomquist.
The Contract Administrator for the City will be Alyssa Stutz.

RECITALS

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

B. The CITY conducted an RFP issued in January, 2025, and selected CONSULTANT as the preferred service provider;

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

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

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

1.1 CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

1.2 CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

1.3 This AGREEMENT provides for visits to the site as needed, and inspection of the work by representatives of the CITY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

1.4 The method of payment for this AGREEMENT will be based on lump sum for each Task as described in "Exhibit B". The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there

is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and CITY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by CITY.

2. TERM OF AGREEMENT.
The term of this contract shall commence upon execution by both parties and shall expire on May 6, 2030 unless extended in writing in advance by both parties.

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

4. PAYMENT FOR SERVICES.
The CONSULTANT shall be compensated in an amount not to exceed $2,439,998.51 for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONSULTANT shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONSULTANT shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth, CITY shall have the right to delay payment or terminate this AGREEMENT.

4.1 Invoices shall detail the work performed on each milestone, on each task as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due CITY. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the CITY.

4.2 If the CITY fails to pay promptly, the CITY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the CITY shall act in accordance with both of the following:

(1) The CITY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The CITY must return any payment request deemed improper by the CITY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

4.3 PROMPT PAYMENT CERTIFICATION

CONSULTANT must submit Exhibit 9-P to the CITY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report

"no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The CITY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The CITY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

5. CONTRACT ADMINISTRATION.

5.1. The CITY's Representative. Unless otherwise designated in writing, Alyssa Stutz, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONSULTANT shall be coordinated with this person.

5.2. Manager-in-Charge. For the CONSULTANT, Daniel Blomquist, shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONSULTANT. The Manager-in Charge shall not be replaced without the written consent of the CITY.

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

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

6. TERMINATION.

6.1. Termination for Convenience. Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party sixty (60) days' written notice of such termination. In the event of such termination, the CONSULTANT shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

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

CONSULTANT shall be responsible for any additional costs incurred by the CITY in securing the services from another CONSULTANT.

6.3 Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

6.4 CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

6.5 Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

7. INDEMNIFICATION.
With all matters related to Design Professional Services, as defined by California Civil Code 2782.8, CONSULTANT shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with CONSULTANT's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of CONSULTANT's negligent or wrongful performance under this Agreement, CONSULTANT shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility of attorney's fees, expert fees and all other costs and expenses of litigation. CONSULTANT shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the negligence or willful misconduct of the CITY.

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

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

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

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

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

8. INSURANCE REQUIREMENTS.

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

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

Prior to commencement of the work described herein, CONSULTANT shall furnish CITY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to CITY.
2. That CITY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That CITY will not be responsible for any premiums or assessments on the policy.

CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of CITY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, CITY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

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

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

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

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

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

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

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

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONSULTANT acknowledges that the insurance coverage and policy

limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

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

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

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

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

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

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

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

9. ASSIGNMENT AND SUBCONTRACTING.
The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience, and competence of the CONSULTANT. Assignments of any or all rights, duties, or obligations of the CONSULTANT under this Agreement will be permitted only with the express consent of the CITY. The CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONSULTANT shall be fully responsible to the CITY for all acts or omissions of the subCONSULTANT. Nothing in this Agreement shall create any contractual relationship between the CITY and subCONSULTANT nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subCONSULTANT other than as otherwise is required by law.

9.1 Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the CITY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the CITY's obligation to make payments to the CONSULTANT.

9.2 The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the CITY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

9.3 Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

9.4 CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.

9.5 Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.

9.6 Prompt Progress Payment
CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

9.7 Prompt Payment of Withheld Funds to Subconsultants
No retainage will be held by the CITY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

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

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

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

CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

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

10.4 The CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the CITY as to the designation of tasks to be performed and the results to be accomplished.

10.5 Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

10.6 Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the CITY. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the CITY.

10.7 CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

10.8 No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

10.9 The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

10.10 The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to

CITY. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

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

12. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.
The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

12.1 During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

12.2 CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

12.3 CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.

12.4 CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

12.5 CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

12.6 The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

12.7 The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

12.8 CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

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

13.1 Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY Finance Department.

13.2 Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY's Finance Department of unresolved audit issues. The request for review will be submitted in writing.
13.3 Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

13.4 CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT

audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

13.5 CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

   Accepted rates will be as follows:
   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph 13.5, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph 13.5.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

14. OWNERSHIP OF DOCUMENTS.
except the CONSULTANT's notes and workpapers, copyright and IP which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONSULTANT. Consultant shall grant CITY an irrevocable, non-exclusive, non-transferable, royalty-free license to use the Proprietary Intellectual Property developed under this Agreement. CITY shall indemnify, defend and hold harmless Consultant for any use or re-use of said final professional work product for any other purpose than its original intended use. Any use or re-use for another project or project location shall be at CITY's sole risk. The CONSULTANT shall at its sole expense provide all such documents to the CITY upon request.

15. INDEPENDENT CONSULTANT.
The CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONSULTANT. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees or agents, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY. By executing this Agreement, CONSULTANT confirms and asserts that A) they shall be responsible to direct their own work and are free from CITY control in the precise manner and details of how the work is carried out; B) that the work performed by CONSULTANT is understood to be outside

the scope of the usual course of business carried out by the CITY; and C) that CONSULTANT is customarily engaged in an independently established trade, occupation, or business of the same nature of that performed for the CITY.

15.1 If CONSULTANT, at any time comes to believe that they are an employee and not an independent CONSULTANT, CONSULTANT shall immediately notify the CITY of such belief. All work to be performed by CONSULTANT under this Agreement shall be immediately suspended. CONSULTANT agrees to indemnify and hold harmless the Company from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, provided that such claims arise out of or are based upon the CONSULTANT's designation as an independent CONSULTANT and not as an employee of the Company. CONSULTANT waives any right to recover from the Company any expenses or losses, including but not limited to those arising from claims that CONSULTANT was misclassified as an independent CONSULTANT unless such indemnification is prohibited by law. In the event CONSULTANT notifies CITY of a purported misclassification, the CITY may elect to immediately terminate this Agreement.

16. EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES
Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

16.1 For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

16.2 Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

17. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION
The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

18. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING
The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

18.2 The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

19. DEBARMENT AND SUSPENSION CERTIFICATION
The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

19.1 Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

19.2 Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

20. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION
CONSULTANT, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

20.1 CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

CONSULTANTs who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

20.2 The goal for DBE participation for this AGREEMENT is 21%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10- O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

20.3 CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

20.4 Contract Assurance

Under 49 CFR 26.13(b):
CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying CONSULTANT from future proposing as non-responsible

20.5 Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the CITY. Unless the CITY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the CITY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The CITY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the CITY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the CITY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the CITY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The CITY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the CITY's written authorization of DBE termination request, CONSULTANT must obtain the CITY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the CITY which must include:
    a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Description of scope of work and cost proposal
        - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
        - Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of CITY's authorization to terminate the DBE. CONSULTANT may request the CITY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
    - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
    - Solicitations of DBEs for performance of work identified
    - Correspondence with interested DBEs that may have included contract details and requirements
    - Negotiation efforts with DBEs that reflect why an agreement was not reached
    - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
    - Copies of each DBE's and non-DBE's price quotes for work identified, as the CITY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
    - Additional documentation that supports CONSULTANT's GFE

The CITY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

20.6 Commitment and Utilization

The CITY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CITY shall request CONSULTANT to:

1. Notify the CITY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1 -tier subconsultant
    - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. The CITY will withhold $10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.
In the CITY's reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

20.7 Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the CITY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the CITY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.
CONSULTANT must notify the CITY immediately if they believe the DBE may not be performing a CUF.

The CITY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional CITY evaluations. The CITY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The CITY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the CITY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the CITY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of CITY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters

- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the CITY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. CITY may deny payment for the noncompliant portion of the work. CITY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENGY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. CITY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the CITY's approval. The CITY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

20.8 A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

20.9 If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

20.10 CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

20.11 If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.

20.12 For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.
For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the CITY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

20.13 Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

21. FUNDING REQUIREMENTS
21.1 It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

21.2 This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

21.3 It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

21.4 CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

22. DISPUTES
22.1 Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.
Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of CITY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.

22.2 Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

22.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

23. SAFETY

23.1 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

23.2 Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

23.3 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

24. TITLE VI ASSURANCES – APPENDICES A-E of the TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by

CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of

Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations,

U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the

U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases

add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non- discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the

facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non- discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

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

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

CONSULTANT:
Organization Name
Street Address,
State ZIP
Attention: _____

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 2025.

Commented [A1]: Insert the Date of Execution

CONSULTANT:

_____
{Name, Title}

CITY OF OROVILLE:

_____
Brian Ring, City Administrator

APPROVED AS TO FORM:

_____
Scott Huber, City Attorney

Exhibit A

PROPOSAL



PROJECT

WASHINGTON AVE. AND TABLE MOUNTAIN BLVD. COMPLETE STREETS PROJECT
ENGINEERING & ENVIRONMENTAL SERVICES

SUBMISSION DATE

MARCH 14, 2025

PREPARED FOR

City of Oroville

MARK THOMAS

MARK THOMAS

March 14, 2025

Alyssa Stutz
1735 Montgomery Street
Oroville, CA 95965

Dear Ms. Stutz:

The City of Oroville (City) is proposing to transform the Washington Avenue and Table Mountain Boulevard in to an inviting multimodal corridor that will accommodate all modes of transportation, including bicycles and pedestrians. The project area serves as a backbone to the communities within Oroville, and the proposed improvements are critical to establishing additional transportation options for the community. This project will install new 10-foot wide multi-use pathways, sidewalks, pedestrian crossing improvements, including high-visibility crosswalk markings, ADA curb ramps, pedestrian refuge islands, new Rectangular Rapid Flashing Beacons (RRFBs), and additional landscape enhancements. **Mark Thomas is in a unique position to make this project a reality for the City through our knowledge of the area and our development of the previous ATP funding application for the project. This gives us an understanding of the goals of the City along with the ability to enhance the City's application to allow for a better opportunity for ATP Cycle 8 funding.**

In addition to our previous experience with the project, Mark Thomas has the experience and knowledge to deliver this project for the City. We provide the City with the following benefits:

Experience with the City of Oroville: In addition to our work on the previous grant application, Mark Thomas worked with the City on the design and construction of the recent improvements along SR 162. There were many challenges that we worked with the City to overcome. The insights gained from this experience will enhance our funding and design efforts for the Washington Avenue and Table Mountain Complete Streets Project. This includes "lessons learned" on project data needs (such as topographic and utility information) and positioning the project for future funding cycles.

Experienced Project Manager: Daniel Blomquist, PE, has 24 years of experience in the management and design of transportation and public works projects. He has recently delivered similar projects with the Cities of Stockton, Woodland, Santa Cruz, and Mill Valley. His projects include bike and pedestrian improvements, roadway improvements, complete streets, and road widenings. He has worked on multiple projects with similar elements as the Washington Avenue and Table Mountain Boulevard Complete Streets Project, and has coordinated with Caltrans Local Assistance for the delivery of numerous projects with federal funds. His participation in the grant application process gives him better understanding of what the project will entail.

Extensive Experience in Complete Streets and Active Transportation: Mark Thomas specializes in the design of complete streets and bicycle/pedestrian enhancements, and we adhere to National Association of City Transportation Officials (NACTO) and other complete street guidelines. Our experience includes delivering hundreds of complete streets and active transportation facilities, such as Class I trails, Class IV protected bikeways, Class II buffered bike lanes, ADA upgrades, and road diets. We are proficient in technologies like Transit Signal Priority (TSP) and Adaptive Traffic Signals (ATS), supporting smooth operations and improved mobility. Our projects transform communities, enhance mobility, connectivity, and transit reliability, prioritizing safety for all users.

Proven Success with Federally-Funded Projects: We have a strong track record of delivering federally-funded projects including the Paradise Transit Center, Woodland East Main Street Improvements, the Chico Downtown Complete Streets Project, and the Town of Paradise Transportation Master Plan (TMP). Our experience will be invaluable in securing funding and delivering this project on time and within budget.

MARK THOMAS

REQUIRED STATEMENTS

Consultant Contact: I, Matt Brogan, will be the City's prime contact for any questions regarding this proposal, and serve as the primary contact during services. I can be reached at (916) 605-6761 or via email at mbrogan@markthomas.com. I will be assisted by Daniel Blomquist, who will be managing the Mark Thomas team. He can be reached at (916) 215-6981 or at dblomquist@markthomas.com. Daniel and I can be reached at our Sacramento address listed below.

Mark Thomas HQ
2833 Junction Avenue, Suite 110
San Jose, CA 95134

Mark Thomas Local Office
701 University Ave, Suite 200
Sacramento, CA 95825

Company Management/Ownership: Mark Thomas is a California Corporation founded in 1927. Our reputation is realized through more than 400 team members in offices that are strategically located to support the communities in which we live. Originating in San Jose (corporate headquarters), we have grown to establish additional offices in Sacramento, Roseville, Cupertino, Fresno, Inland Empire, Irvine, Lakewood, Los Angeles, Oakland, and Walnut Creek. Our firm is led by principals who govern the firm through our Board of Directors. Zach Siviglia serves as President and Chairman of the Board with Matt Brogan, Sasha Dansky, and Shawn O'Keefe as Vice Presidents.

Mark Thomas provides stability that few other firms can offer, even during changing economic times. As a privately owned company, we are positioned to ride out the financial downturns and ownership changes that impact larger, publicly traded companies in our industry. We are rated financially strong by Dun & Bradstreet and have never borrowed or used our line of credit to maintain company operations.

SUBCONSULTANT	FIRM INFO
Gallaway Enterprises	» In business for 25 years, staff varies depending on the season from 7-12 employees » Owned by Jody Gallaway and Kevin Sevier
AIM Consulting	» In business for 20 years, staff of under 15 » Under sole ownership by Katie DeMaio
Monument	» In business for 6 years, staff of 63 » S Corporation, ownership includes: – Amber Costello, Bob Morrison, and Joey Mendoza
Bennett Engineering Services	» In business for 30 years, staff of 48 » S Corporation, ownership includes: – Leo Rubio, Stacey Lynch, Jennifer Goodwin, Michael Massaro, Carlton Allen, Tony Ozanich, Brandon Michel, David Harden
Crawford & Associates	» In business for 12 years, staff of 62 » Registered Small Business, ownership includes: – Benjamin Crawford, Sarah Crawford, Eric Nichols, Shawn Leyva, Ellen Tiedemann, Keiko Lewis, Reynicole Gilbert, Johnathan Wright, Lesli Hunter
Fehr & Peers	» In business for 40 years, staff of 394 » 100% employee-owned

We acknowledge receipt of Addendum 1 issued by the City and affirm that our proposal will remain valid for 90 calendar days from the submission date. As Vice President of Mark Thomas, I, Matt Brogan, have the authority to contractually obligate the firm and negotiate the contact. Thank you for the opportunity to submit our proposal. We look forward to continue working with the City on this project

Sincerely,
MARK THOMAS & COMPANY, INC.

Matt Brogan, PE
Division Manager + Associate Principal

(916) 381-9100
701 UNIVERSITY AVENUE, SUITE 200
SACRAMENTO, CA 95825

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EXECUTIVE SUMMARY

FIRM QUALIFICATIONS

Our capabilities are well-matched to the needs of the City. We possess robust in-house technical resources and have the expertise and capabilities to provide specialized services to efficiently deliver this project.

Mark Thomas is also well known in Butte County. We have delivered numerous bike lanes, sidewalk gap closures, transit projects with the City of Chico, Butte County Association of Governments (BCAG), Town of Paradise, and Butte County, including, and projects on the State Highway System. This work includes projects within downtown Paradise, widening and adding of bike lanes on SR 32 in Chico, and the widening of SR 70, in addition to our work on SR 162.

Our team will be led by Daniel Blomquist, PE, who has over 20 years of experience delivering bike/pedestrian improvements, roadway improvements, and complete streets projects. Daniel is supported by a team of in-house design specialists and subconsultants with the expertise needed to complete the project.

We have a deep understanding of the project and the experience to deliver this project on a fast-track schedule

UNDERSTANDING

The Washington Avenue and Table Mountain Boulevard Complete Streets Project (Project) is a high-profile opportunity for the City to create a safer and more comfortable environment that supports the community's active transportation and mobility needs. This project will improve local and regional bike connectivity, help support local businesses, and encourage land-use change along the corridor.

This Project represents the only opportunity to support non-motorized users traveling north-south across Feather River. SR 70 is 1.23 miles west and does not permit bicycling or walking, and there are no other north-south roads within the City limits to the east.

No other parallel route will support north-south travel for vulnerable non-motorized road users, who often are from disadvantaged communities. Along the project limits, pedestrians and bicyclists must walk or bike alongside vehicles to commute to their destinations. This presents significant safety issues, demonstrated by the historic trend of severe collisions in the area.

APPROACH

Having previously delivered the SR 162 Mobility Improvements Project for the City, we have valuable insight into how best to deliver this Project for the City.

This experience enables us to address challenges that may arise during the delivery of this project, which includes:

- Developing effective pavement rehabilitation methods to manage project costs while minimizing impacts to residents and businesses
- Investigating design alternatives to protect nearby residential and commercial areas
- Modifying the bridge over UPRR tracks
- Landscaping and placemaking
- Maintaining effective emergency evacuation routes
- Working within right of way constraints and providing proactive coordination to manage risks associated with relocations
- Effectively identifying utilities and coordinating for utility relocations where necessary

Project challenges include:

- Developing strategies to avoid impacts to potentially sensitive areas
- Effectively coordinating with Caltrans Local Assistance to maintain the project schedule and achieve environmental clearance in the timeframe needed to initiate right of way acquisitions for the project
- Coordinating with stakeholders including BCAG, California Department of Water Resources (DWR), Caltrans, California Public Utilities Commission (CPUC), and Union Pacific Railroad (UPRR)

WHY WE ARE THE IDEAL TEAM

- **Our work with the City on the previous ATP application gives us unmatched knowledge of this complete streets project**
- **Our previous work for the City on SR 162 ties directly into this project**
- **We are industry leaders in the design of bike/pedestrian improvements**
- **We have extensive experience managing federally-funded projects**
- **We are proficient in coordinating with Caltrans Local Assistance and have delivered numerous projects with federal funds**

CONSULTANT INFORMATION, QUALIFICATIONS AND EXPERIENCE

ABOUT MARK THOMAS

Mark Thomas is a full-service professional services firm specializing in transportation engineering and planning, multimodal and safety analysis, civil and structures engineering, landscape architecture, construction management, and funding and programming services to public agencies throughout California. We apply a flexible and progressive approach that balances the needs of all users with realistic construction budgets and innovative yet proven design practices.

Mark Thomas is built on providing sound, innovative engineering solutions and high-quality customer service for transportation, rail, public works, and infrastructure improvement projects. Our solutions have benefited all types of transportation improvement projects, including detailed bicycle/pedestrian, median and gateway enhancements, trail designs, community landscape master plans, complete street planning, and streetscape designs.

98
years in business

400+
team members

11
offices statewide

100%
employee owned

>6K
projects delivered

COMPLETE STREETS EXPERIENCE

One of our team's key strengths is in the planning, design, and management of complete streets, active transportation facilities, and bicycle and pedestrian trail improvements and enhancements based on American Association of State Highway and Transportation Officials (AASHTO), NACTO, Caltrans Highway Design Manual (HDM), Caltrans Design Information Bulletin (DIB) 89 Class IV Bikeway Guidance, and other complete street guidelines. Through our work with multiple cities, counties, and Caltrans, we have accumulated an expansive knowledge base specifically geared toward improving access, connectivity, and safety for active modes of transportation such as walking and bicycling.

Our designers and planners provide site-responsive design focused on the community needs to make each project a success. We have the flexibility to deliver a range of projects, such as detailed bicycle/pedestrian, median and gateway enhancements, trail designs, community landscape master plans, complete street planning, and streetscape designs. The focus on public infrastructure projects allows our team to understand the regulatory environment and local preferences for landscape and aesthetic design and to implement these improvements while meeting limited capital budgets.

Our team has delivered hundreds of complete streets and active transportation facilities. Our projects range from Class I trails and paths to Class IV protected bikeways and Class II buffered bike lanes to ADA upgrades and road diets. We're adept at technology that smooths operations such as Transit Signal Priority (TSP) and Adaptive Traffic Signals (ATS). Our projects become lively community plazas, connect major bicycle and pedestrian corridors to key destinations, and enhance mobility, connectivity, reliability, and safety. We know these projects involve robust community engagement to understand resident concerns and preferences.



Our projects become lively community plazas, connect major bicycle and pedestrian corridors to key destinations, and enhance mobility, connectivity, reliability, and safety.

LOCAL, STATE AND FEDERAL PROCEDURE EXPERIENCE

Mark Thomas brings unmatched expertise to the City for the development of the proposed design improvements of the Washington Avenue and Table Mountain Boulevard Complete Streets project. Specifically, we provide the City with our depth of experience in working with Caltrans and innovative bike and pedestrian experience.

We have developed a record of excellence through direct contracts with the State and through projects sponsored by a host of public agencies, including cities, counties, and transportation authorities. As such, we intimately know the Project Initiation Document (PID), Project Study Report-Project Development Support (PSR-PDS), Project Approval & Environmental Document (PA&ED), and Plans, Specifications, & Estimates (PS&E) requirements established by Caltrans and supplemented by conditions dictated by local, state and federal funds.

Our projects have allowed us to develop relationships not only with the respective functional units within Caltrans District Offices throughout the State, but also with the staff at federal agencies, such as Federal Highway Administration (FHWA), US Army Corps of Engineers (USACE), US Fish and Wildlife Service (FWS), and state agencies, such as the California Department of Fish and Wildlife (CDFW), Department of General Services (DGS), and California Department of Water Resources (DWR).

Through our long history of completing projects within Caltrans District 3 (D3) and the surrounding areas, we are familiar with the requirements of delivering projects on Caltrans facilities. This experience puts us in a position to understand the key issues and to work towards making sure the Project is a success.

FEDERAL AID PROJECT EXPERIENCE

Mark Thomas has extensive experience managing and designing local, state and federally-funded projects for local agencies. We fully understand the administrative challenges that come along with this funding. We have an unmatched understanding of the Caltrans Local Assistance process gained through delivering more than 100 projects that required this coordination.

Through our experience working for local agencies on Caltrans/FHWA-funded projects, Mark Thomas has developed a thorough understanding of the regulations and requirements outlined in the Caltrans Local Assistance Procedures Manual (LAPM) and the Local Assistance Program Guidelines (LAPG). The collection of guidelines and instructions must be followed to obtain funding approvals for public transportation projects. These guidelines require compliance with federal and/or state laws, regulations, policies and procedures, related to design, right of way acquisition, utility relocation, construction and maintenance. To provide timely delivery of the project, it is important to understand the process associated with securing funding.

SIMILAR PROJECT EXPERIENCE

We are proud of our track record of successfully completing projects and meeting the needs of our clients. On the following pages, we highlight specific projects that demonstrate our ability to deliver projects similar to the City's proposed project.

CONTRACT HISTORY

Mark Thomas has no contracts that were terminated (partially or completely) by clients for convenience or default within the past three years.

CALTRANS DISTRICT 3 EXPERIENCE

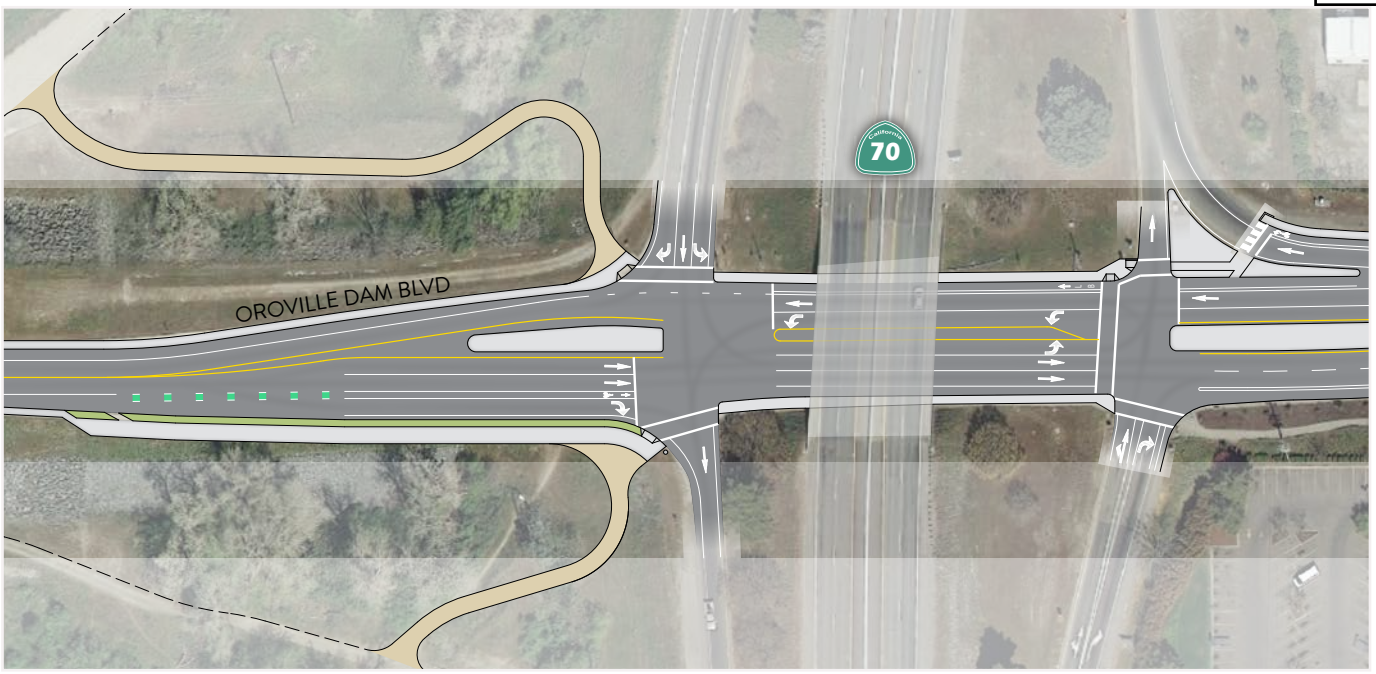
Mark Thomas' expertise is in the planning, as well as the initial and final design of projects governed by Caltrans. **Mark Thomas has more experience than any other design firm in the region.**

LOCAL ASSISTANCE EXPERIENCE

We have an unmatched understanding of the Caltrans Local Assistance process having delivered **over 100 projects that required this type of coordination**. Our team understands their preferences and concerns. We are able to expedite approvals and reduce project schedules.

ATP GRANT EXPERIENCE

Mark Thomas supported the City during ATP Cycle 7 and will use this experience to improve our application during Cycle 8. We will also use our existing knowledge of the corridor to accelerate the project schedule.



SR 162 MOBILITY IMPROVEMENTS

OROVILLE

PROJECT OBJECTIVE

SR 162 provides a regional connection with the City of Oroville from SR 70 to the eastern portion of the City. Since 2011 there have been 24 bicycle and pedestrian involved crashes along the corridor. These crashes are attributed to sidewalk gaps, and lack of bike lane delineation and access to transit. The goal of this project was to provide safety and active transportation connectivity design improvements.

PROJECT DESCRIPTION

Mark Thomas provided preliminary engineering, environmental clearance, and design services to convert SR 162 into a complete street. Our team designed safety and active transportation connectivity improvements from the Feather River along Oro Dam Boulevard (SR 162), Olive Highway (SR 162), and Lower Wyandotte Road as well as upgrades at Lincoln Street and Feather River Boulevard.

The majority of the project is located along the State Highway System. This involved close coordination and approval from Caltrans Oversight through a Design Engineering Evaluation Report (DEER).

PROJECT OUTCOME

The project closed sidewalk gaps and provided Class II bike lanes, high-visibility crosswalks, ADA curb ramps, and streetlighting as well as multi-use paths connecting to the Feather River Trail.

CONTRACTING AGENCY
City of Oroville

CONTRACTING AGENCY PROJECT MANAGER
Fritz McKinley
(530) 538-2507
fmckinley@cityoforoville.org

CONTRACT AMOUNT
$1.2M

FUNDING SOURCE
CMAQ
ATP

DATE OF CONTRACT
1/2020

DATE OF COMPLETION
12/2024

CONSULTANT PROJECT MANAGER
Ken Doty
(916) 605-6763
kdoty@markthomas.com

Mark Thomas worked closely with the City to ensure that the project met all ATP funding and Caltrans requirements to deliver the project to construction. We also worked directly with the City and the construction management firm to overcome challenges encountered during construction. Mark Thomas will provide the same commitment that the Washington Avenue and Table Mountain Boulevard Complete Streets Project will complete design and construction.



EAST BLITHEDALE AVENUE IMPROVEMENTS

MILL VALLEY

PROJECT OBJECTIVE

Mark Thomas was tasked with preparing separate bid packages for three phases of this project to rehabilitate aging pavement, install new bike lanes, upgrade existing traffic signals, and improve access to schools, businesses, and residential areas. The project was subdivided into three phases to address funding limits and to mitigate impacts to residents and businesses during construction.

- Phase 1–Highway 101 to Camino Alto
- Phase 2–Camino Alto to Elm Avenue
- Phase 3–Avenue to Sunnyside Avenue

PROJECT DESCRIPTION

Mark Thomas prepared PS&E and provided project management and design support during construction. Design elements included upgrades to existing signal infrastructure, widening existing bikeways, 43 new ADA curb ramps, new bike route signing and striping, extending curb ramps, sewer repair and lateral replacement, and improvements to pedestrian crossing paths along the corridor from Sunnyside Avenue to US 101. The project also included developing design alternatives for potential future roundabouts, new RRFBs and crossing improvements funded through HSIP Cycle 10. Utility coordination included Marin Water District, PG&E, Marin Transit District, Golden Gate Transit, commuters, and other stakeholders.

PROJECT OUTCOME

The project was completed on-time and within budget. Phase 1 construction was completed in summer 2022. Construction for Phases 2 and 3 were completed in summer 2023. The project was transformed from a basic paving project to a comprehensive complete street upgrade with new amenities enhancing safety for all users, including significant drainage and sewer system upgrades.

CONTRACTING AGENCY
City of Mill Valley

CONTRACTING AGENCY PROJECT MANAGER
Andrew Poster
(415) 384-4848
aposter@cityofmillvalley.org

CONTRACT AMOUNT
$2.2M

FUNDING SOURCE
HSIP

DATE OF CONTRACT
2/2020

DATE OF COMPLETION
7/2024

CONSULTANT PROJECT MANAGER
Shawn O'Keefe
(925) 858-8581
sokeefe@markthomas.com

AWARDS
2024
Public Works Project of the Year for Small Cities and Rural Communities
Northern California Chapter of the American Public Works Association



CHICO DOWNTOWN COMPLETE STREETS PROJECT

CHICO

PROJECT OBJECTIVE

This project aims to enhance safety, accessibility, and connectivity of active transportation options in the downtown area of Chico. The Mark Thomas team will provide a PSR that explores alternatives for a gap closure, identifies a pedestrian zone, and forms the basis for future grant funding requests.

PROJECT DESCRIPTION

Mark Thomas is currently providing civil design, transportation planning, utility coordination, and grant funding assistance for improvements of a north-south gap closure from Esplanade/Memorial Way through downtown to Park Avenue to meet the community's needs and improve safety throughout the downtown area. Improvements will also include repairing damaged pavement, enhancing the street cross-sections and sidewalks, intersection treatments for bicyclists, and considerations for existing land uses and businesses.

Our team is developing alternatives to maintain the unique character and quality of Downtown Chico while improving safety for all users. This includes accommodating existing curbside uses and reallocating space for vulnerable users including bicyclists and pedestrians. The improvements will activate the downtown core and create a space all modes can access. This project includes a community-driven design component where Alternative 1 is currently being considered to facilitate on-street parking with public and community input.

PROJECT OUTCOME

Design approval and utility relocation is anticipated to be completed in 2026–2028, with construction in 2029–2030. At completion, this project will create a safe and accessible connection to amenities of the downtown core that include local businesses and residents, Bidwell Park, and CSU Chico. This project is currently on-time and within budget.

CONTRACTING AGENCY
City of Chico

CONTRACTING AGENCY PROJECT MANAGER
Noel Carvalho
(530) 879-6935
noel.carvalho@chicoca.gov

CONTRACT AMOUNT
$759,695

FUNDING SOURCE
Local
Carbon Reduction Program (CRP)

DATE OF CONTRACT
11/2024

DATE OF COMPLETION
Ongoing

CONSULTANT PROJECT MANAGER
Aaron Silva
(916) 769-5952
asilva@markthomas.com



BEAR CREEK/PIXLEY SLOUGH BIKE/PEDESTRIAN PATH

STOCKTON

PROJECT OBJECTIVE

The City of Stockton sought to create a new multi-use trail that increased safety for bicyclists and pedestrians that is a part of the City's Master Bike Plan.

PROJECT DESCRIPTION

Mark Thomas prepared PS&E and environmental clearance for the Bear Creek and Pixley Slough Improvements project in the City of Stockton. The project was federally-funded and re-striped existing roadways to include Class II buffered bike lanes, widened roadway shoulders to create new bike routes, created new bicycle and pedestrian crossings at existing multi-use pathway and roadway intersections, and extended multi-use pathways to signalized intersections to improve bicycle and pedestrian access. Utility coordination included PG&E, AT&T, City of Stockton Municipal Utilities Department, and Comcast Cable Company. In addition, this project required coordination and permitting with the Central Valley Flood Protection Board (CVFPB).

Intersection and crossing improvements included new curb ramps, detection for bicycles, and installation of RRFBs. Portions of the existing roadways and pathways pavement were rehabilitated to support increased bicycle and pedestrian use. The Mark Thomas team included support for environmental clearance under CEQA and NEPA and traffic signal design.

PROJECT OUTCOME

This project was completed on-time and within budget, providing safety measures and connectivity supporting the City's Master Bike Plan to promote safe bike and pedestrian travels through the city.

CONTRACTING AGENCY
City of Stockton

CONTRACTING AGENCY PROJECT MANAGER
Rosa Alvarez
(209) 937-8134
rosa.alvarez@stocktongov.com

CONTRACT AMOUNT
$357,748

FUNDING SOURCE
CMAQ

DATE OF CONTRACT
5/2019

DATE OF COMPLETION
12/2023

CONSULTANT PROJECT MANAGER
Dan Blomquist
(916) 215-6981
dblomquist@markthomas.com



GREEN VALLEY ROAD MULTI-USE TRAIL IMPROVEMENTS

WATSONVILLE

PROJECT OBJECTIVE

This County of Santa Cruz sought to design a new multi-use trail to enhance safety and encourage active transportation along the well-used corridor that connects Watsonville and the rest of Santa Cruz County through the unincorporated communities of Interlaken, Amesti, and Corralitos. Green Valley Road is the only direct route from the City of Watsonville into the unincorporated counties with no other parallel routes that exist. This local road includes three schools, three parks, and 36 transit stops. This is also a corridor identified with an opportunity to serve the Latino farm-working families in this disadvantaged community where, out of financial necessity, residents walk and bike to work, school, and shopping destinations.

PROJECT DESCRIPTION

Mark Thomas provided engineering support for improvements to this multi-use trail located north of the City of Watsonville in an unincorporated area of Santa Cruz County between Airport Road and Mesa Verde Drive. The project included roadway improvements, construction of an 8-to-10-foot-wide multi-use trail and transit stop enhancements spanning two miles along a well-traveled and high-speed road with sporadic existing facilities for pedestrians and bicyclists.

PROJECT OUTCOME

This project ultimately improves the safety and connectivity for pedestrians and bicyclists, enhancing public health and promoting community connectivity. This includes under-served communities by improving the level of service and comfort for pedestrians and bicyclists by providing a 10-foot, continuous-width path and improved pedestrian crossings with new RRFBs where limited facilities currently exist. Additionally, the project upgraded five Santa Cruz METRO bus stops with shelters.

Construction will be completed in spring 2025.

CONTRACTING AGENCY
County of Santa Cruz

CONTRACTING AGENCY PROJECT MANAGER
Russell Chen
(831) 454-2160
russell.chen@santacruzcounty.us

CONTRACT AMOUNT
$761,753

FUNDING SOURCE
Clean California Grant
Measure D
HSIP

DATE OF CONTRACT
11/2022

DATE OF COMPLETION
Ongoing

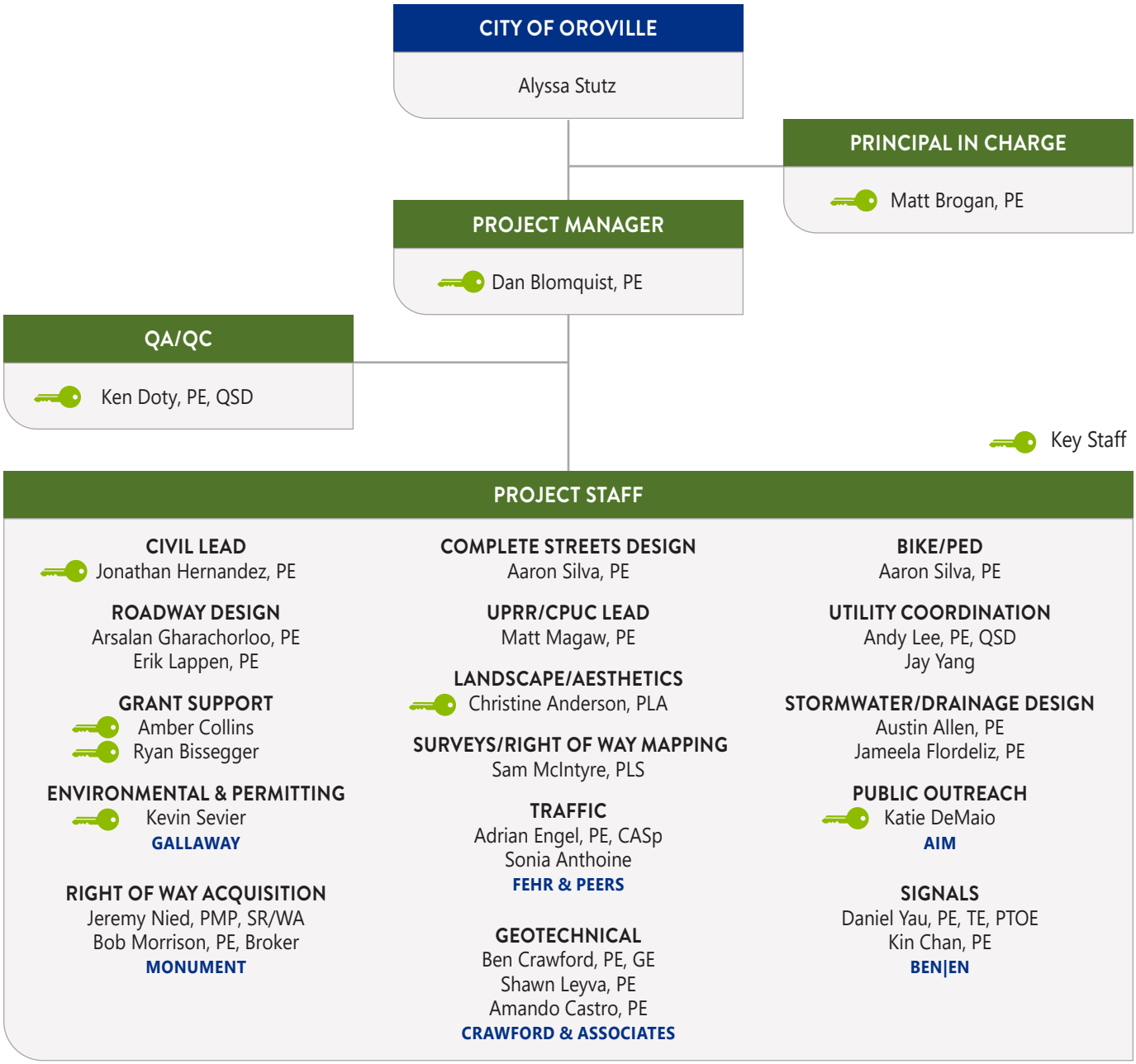
CONSULTANT PROJECT MANAGER
Dan Blomquist
(916) 215-6981
dblomquist@markthomas.com

PROJECT STAFF

We have selected a team of highly-qualified and experienced individuals and subconsultants who have experience working within Caltrans D3. We understand the importance of assembling a team that will be available to support the City throughout the duration of the project. Our organization chart below depicts the Mark Thomas team, key staff and associated disciplines, support staff, subconsultant support, staffing plan, and lines of communication.

Our proposed staff has worked together on a variety of similar projects including:

- East Blithedale Avenue Improvements, Mill Valley
- Green Valley Road Multi-Use Trail Improvements, Santa Cruz County
- East Main Street Improvements, Woodland
- Washington Avenue/Table Mountain Boulevard ATP Application, Oroville
- Paradise Transit Center, Paradise



MEET OUR PROJECT MANAGER



DANIEL BLOMQUIST, PE

DUTIES

- Day-to-day project management
- Manage contract budget and schedule
- Manage staff and subconsultants
- Report to the City
- Coordinate with agencies and stakeholders
- Help ensure design and deliverable compliance
- Guide staff from planning stages to final design

BACKGROUND

Daniel has 24 years of management and technical experience in delivering a broad range of transportation projects for both federal, and non-federal aid projects. He has worked with cities, counties, regional councils/commissions, and Caltrans on transportation projects including trails, pedestrian and bicycle facilities, and highway and roadway improvement projects. **His combination of experience in both bike/ped projects and highway design gives him the understanding needed to balance the multimodal goals of this project.**

Daniel has worked on projects under Caltrans Local Assistance Guidelines, understands the steps and documentation required, and how to work with Caltrans to gain approval to move to the next phase. He has experience successfully delivering fast-tracked projects to meet funding deadlines. He has extensive experience working in the public sector and knowledge of the public sector procurement process. He understands the nature of public sector work and its decision-making process, including projects that involve community and stakeholder involvement.

He has implemented a successful system to manage scope, budget, and schedule to deliver quality deliverables similar to the Washington Avenue and Table Mountain Boulevard Complete Streets Project.

DAN AT A GLANCE

Licensed in CA **PE**

24 Years of Experience

20 ROAD SAFETY PROJECTS DELIVERED

DELIVERED OVER **$13 MILLION** IN PROJECT VALUE

PROJECT SHOWCASE



EAST MAIN STREET IMPROVEMENTS
WOODLAND

As Project Manager, Daniel oversaw the design improvements for the East Main Street corridor. Among his responsibilities, he met with the City to deliver project updates, managed the project team and subconsultants (which included BEN|EN and Crawford), and coordinated with Caltrans regarding work to the I-5 on-ramp.

The project includes a landscape-separated Class I path, safety upgrades adjacent to an existing rail line, multimodal access for cyclists and pedestrians, enhanced drainage facilities, and aesthetics, all in service of achieving a complete street.

Daniel also delivered this project under strict grant funding requirements and deadlines.

MEET OUR KEY STAFF



MATT, BROGAN, PE
PRINCIPAL IN CHARGE

DUTIES

» Provides oversight and helps ensure timely deliverables
» Provides consistency between SR 162 Project and Washington Avenue/Table Mountain Boulevard Complete Streets ATP Application

BACKGROUND

Matt has a strong understanding of funding guidelines, requirements, and how to validate project funding limits. He has extensive Caltrans D3 experience and understanding of their approval process, as well as significant experience overseeing transportation improvement projects from planning through final design.



KEN DOTY, PE, QSD
QA/QC

DUTIES

» Provides oversight and helps ensure timely deliverables
» Provides consistency between SR 162 Project and Washington Avenue/Table Mountain Boulevard Complete Streets ATP Application

BACKGROUND

Ken has over 37 years of in-depth experience making him ideal to provide QA/QC on this project. He previously worked with the City on delivering the SR 162 Mobility Improvements Project and resolved multiple challenges during construction.



JONATHAN HERNANDEZ, PE
CIVIL LEAD

DUTIES

» Leads preliminary engineering tasks
» Identifies potential utility conflicts, and coordinates with utility providers
» Assists in preparation of PS&E
» Oversees roadway improvements and enhancements

BACKGROUND

Jonathan has delivered a variety of corridor and local roadway improvement projects. He works on all stages of project delivery with various design standards and is familiar with local agency multimodal safety, connectivity, and mobility projects



RYAN BISSEGGER
GRANT FUNDING SUPPORT

DUTIES

» Researches additional funding opportunities
» Recommends potential funding programs
» Guides the positioning of the project to align with funding requirements

BACKGROUND

Ryan has in-depth knowledge of federal and state funding programs including ATP, HSIP, and SB 1. He understands funding programs and develops/reviews grant applications, and has secured over $1.6B in transportation-related grant funding.

MEET OUR KEY STAFF



AMBER COLLINS
ATP APPLICATION SUPPORT

DUTIES

- Prepares and reviews ATP application
- Provides guidance to align project with ATP funding requirements

BACKGROUND

Amber has an in-depth understanding and proven track record in positioning projects for successful funding and delivery. She has extensive experience with programming and funding compliance for state and federal programs, and has secured over $110 million in grant funds.



CHRISTINE ANDERSON
LANDSCAPE/AESTHETICS

DUTIES

- Develops landscape plans
- Designs and selects appropriate plantings
- Incorporates green infrastructure solutions
- Integrates landscape elements with ADA compliance

BACKGROUND

Christine has 35 years of experience in landscape architecture, urban design, landscape design, and master planning. She has extensive experience in all phases of design and construction documentation, including project management and community facilitation



KEVIN SEVIER
ENVIRONMENTAL/PERMITTING

DUTIES

- Aligns project with NEPA/CEQA requirements
- Conducts preliminary environmental study
- Obtains necessary permits and approvals
- Identifies potential environmental risks and mitigation strategies

BACKGROUND

Kevin has 25 years of environmental compliance and planning experience. He develops supporting technical documentation for CEQA/NEPA compliance, and state/federal permitting requirements. He is skilled at assessing impacts and identifying opportunities for avoidance, and developing environmental review strategies.



KATIE DEMAIO
PUBLIC OUTREACH

DUTIES

- Develops/executes public outreach plan
- Organizes/facilitates community meetings
- Prepares outreach materials (fact sheets, newsletters, social media content)
- Gathers input to incorporate community feedback into project improvements

BACKGROUND

Katie provides strategic communication and community relations experience. She develops and implements public outreach plans to keep communities informed and engaged. She works with agencies to create content for ongoing messaging, collateral, and online engagement tools.



DANIEL BLOMQUIST, PE
PROJECT MANAGER

EDUCATION
MS in Civil Engineering
BS in Civil Engineering

REGISTRATION
CA C65875

Daniel has of 24 years of experience in civil engineering with expertise in design and construction of roadway and transportation facilities and traffic signal operations. He has experience working on planning, design, and construction of improvements in the public right of way, requiring NEPA and CEQA documentation, compliance with federal, state and local design standards including AASHTO design guidelines, Caltrans Highway Design Manual, and the California Manual on Uniform Traffic Control Devices (MUTCD). He has extensive experience with compliance with current ADA requirements; preparing of plans, specifications and estimates; management of state and federal grants; and preparing presentations to community groups, committees, boards, and councils.

REPRESENTATIVE PROJECTS

BEAR CREEK/PIXLEY SLOUGH BIKE/PEDESTRIAN PATH, STOCKTON
Project manager responsible for preparing PS&E and environmental clearance for the Bear Creek and Pixley Slough Improvements project. Intersection and crossing improvements include new curb ramps, detection for bicycles, and installation of rectangular rapid flashing beacons. Additional tasks include re-striping to include Class II buffered bike lanes, creating new bicycle and pedestrian crossings at existing multi-use pathway and roadway intersections, and extending multi-use pathways to signalized intersections to improve bicycle and pedestrian access.

GREEN VALLEY ROAD MULTI-USE TRAIL IMPROVEMENTS, SANTA CRUZ
Project manager responsible for improvements including a multi-use trail located north of the City of Watsonville in the unincorporated area of Santa Cruz County between Airport Road and Mesa Verde Drive. The project includes roadway improvements, construction of an 8-foot to 10-foot-wide multi-use trail and transit stop enhancements spanning two miles along a well-traveled and high-speed road with sporadic existing facilities for pedestrians and bicyclists.

EAST BLITHEDALE AVENUE IMPROVEMENTS, MILL VALLEY
Civil lead for improvements on East Blithedale Avenue in the City of Mill Valley. Design elements include the use of roundabouts, upgrades to existing signal infrastructure, widening existing bikeways, and improvements to pedestrian crossing paths along the corridor from Sunnyside Avenue to US 101.

EAST MAIN STREET IMPROVEMENTS, WOODLAND
Project manager overseeing design improvements to the East Main Street corridor which include safety upgrades along rail lines, multimodal access for cyclists and pedestrians, enhanced drainage facilities, and aesthetics to achieve a complete street. Part of these improvements are located at the I-5 southbound on-ramp which requires Caltrans coordination.

SOQUEL DRIVE MULTIMODAL IMPROVEMENTS, SANTA CRUZ COUNTY
Civil lead for the design of active transportation, bus transit, and pedestrian improvements along Soquel Drive between La Fonda Drive and State Park Drive. This segment of the corridor serves as an alternate vehicular route to Highway 1 which leads to heavy traffic congestion, frequently by speeding vehicles associated with cut-through traffic. Through this project, the County intends to improve safety for all modes of transportation, increase multimodal options, reduce traffic congestion, decrease incidence of collision, and improve transit reliability along this segment.

PARADISE TRANSIT CENTER, PARADISE
Project manager overseeing preliminary engineering and design services to support evaluation of alternative sites, public outreach for selection of a preferred site, environmental clearance and preparation of plans, specifications and estimates for construction of a new bus transfer center. The project will provide up to three new bus bays to accommodate existing and planned B-Line transit service with improved facilities for waiting riders including shelters, benches, lighting, ADA access, and bicycle parking.



MATT BROGAN, PE
PRINCIPAL IN CHARGE

EDUCATION
BS in Civil Engineering

REGISTRATION
CA C63854

Matt has of 26 years of experience in municipal and transportation engineering. He serves as principal in charge and on a variety of transportation improvement projects starting with planning through final design. His project experience includes local roadway improvements, rail crossings, bicycle facilities, civil-related transit improvements, and streetscape designs. Matt also has extensive experience with Caltrans facilities and local agency improvements ranging from completing interchanges with Caltrans approval to streetscape/infrastructure projects. Matt leads Mark Thomas' Sacramento office and as the PIC, will provide support to ensure adequate resources are allocated to meet the project's demands.

REPRESENTATIVE PROJECTS

WASHINGTON AVENUE/TABLE MOUNTAIN BOULEVARD COMPLETE STREETS PROJECT, OROVILLE
Principal In Charge of the City's previous ATP Funding Application for the Cycle 7 funding cycle. Mark Thomas completed focused public outreach, preliminary design concepts, project programming costs, and schedule for delivery of the proposed project for the City of Oroville.

EAST MAIN STREET IMPROVEMENTS, WOODLAND
Principal in charge for design improvements which include safety upgrades along rail lines, multimodal access for cyclists and pedestrians, enhanced drainage facilities, and aesthetics to achieve a complete street. Part of these improvements are located at the I-5 southbound on-ramp which requires Caltrans coordination.

PARADISE TRANSIT CENTER, BUTTE COUNTY
Principal in charge for preliminary engineering and design services to support evaluation of alternative sites, public outreach for selection of a preferred site, environmental clearance and preparation of plans, specifications and estimates for construction of a new bus transfer center. The project allows for improved bus operations in the downtown area and provides opportunity for enhanced connections for bicycles, pedestrians, and for a park and ride.

DONNER PASS ROAD CORRIDOR IMPROVEMENTS, TRUCKEE
Principal in charge responsible for the corridor and safety improvement project which was funded through an HSIP grant. The funding was obtained due to significant pedestrian safety issues along the corridor. The Town has incorporated key features including curb, gutter, sidewalk, bike lanes, landscape and mid-block crossings into the design to improve both safety and accessibility.

FOLSOM BOULEVARD STREETSCAPE PHASE IV, RANCHO CORDOVA
Principal in charge of Phase IV of this historic corridor beautification project that includes 3.5 miles of Folsom Boulevard improvements focusing on providing pedestrian and bicycle enhancements based on complete street principles and ADA requirements. New curb, gutter, and sidewalk improvements were constructed along the length of the project, changing the drainage patterns from the existing ditch flow, to being captured via a storm drain system.

SR 88/PINE GROVE CORRIDOR IMPROVEMENT PROJECT PHASING & FUNDING STRATEGY, AMADOR COUNTY
Principal in charge/project manager for advanced preliminary engineering and Phase 1 improvements. This project will improve operations, alleviate existing congestion, provide a transportation facility consistent with Caltrans standards, and enhance safety. General improvements include widening to standard shoulders, adding curb, gutter, and sidewalks, adding bike lanes, formalizing parking, intersection cross slope correction (where needed), drainage facilities, bulb-out construction, new lighting, and improving pedestrian ramps.

CHICO DOWNTOWN COMPLETE STREETS, CHICO
Principal in charge for services including civil design, transportation planning, utility coordination, and grant funding assistance for improvements at the north-south gap closure from Esplanade/Memorial Way through downtown to Park Avenue. Improvements will also include repairing damaged pavement, enhancing the street cross sections and sidewalks, intersection treatments for bicyclists, and considerations for existing land uses and businesses.



KEN DOTY, PE, QSD

QA/QC

EDUCATION
BS in Civil Engineering

REGISTRATION
CA C47228

Ken has 37 years of experience in municipal and transportation engineering with Mark Thomas. Ken is experienced in all aspects of the preparation of PS&E specializing in transportation improvement projects, including Caltrans facilities. He has extensive specification-writing experience for local roadway and Caltrans projects.. His in-depth experience has made him an excellent QA/QC reviewer and he routinely provides this service.

REPRESENTATIVE PROJECTS

SR 162 MOBILITY IMPROVEMENTS, OROVILLE

Project manager responsible for construction support services for this project that improved safety and active transportation connectivity along the SR 162 corridor. Key project elements included improvements that closed sidewalk gaps, and provided Class II bike lanes, crosswalks, street lighting, and multi-use paths to the Feather River on SR 162 between key destinations within the community. Improvements were made along Oro Dam Boulevard (SR 162), Olive Highway (SR 162), Lower Wyandotte Road, and at Lincoln Street, and Feather River Boulevard.

STATE ROUTE 70 CORRIDOR PSR-PDS, BUTTE COUNTY

QA/QC manager responsible for reviewing the preparation of the PSR-PDS and environmental clearance effort on this project that will reduce congestion, enhance safety, and encourage future economic growth in Butte County. The client's focus was to develop a project that was attractive for all types of funding. The project will widen the existing highway from two to four lanes along the existing State Route 70 alignment.

EAST BLITHEDALE AVENUE IMPROVEMENTS, MILL VALLEY

QA/QC reviewer for improvements on East Blithedale Avenue in the City of Mill Valley. Design elements include the use of roundabouts, upgrades to existing signal infrastructure, widening existing bikeways, and improvements to pedestrian crossing paths along the corridor from Sunnyside Avenue to US 101.

LINCOLN BOULEVARD IMPROVEMENT, LINCOLN

QA/QC reviewer for the design of the Lincoln Boulevard improvements to transform the existing highway and downtown area into a pedestrian friendly environment. Improvements include upgrading and replacing 11 traffic signals along the corridor and adding Class II NEV/bike lanes from Sterling Parkway to 1st Street. Funding for the project comes from an HSIP grant through Caltrans.

BERKELEY AVENUE PAVEMENT REHABILITATION PROJECT PS&E, FULLERTON

QA/QC reviewer for the geotechnical report and final design plans, specification and estimate for the reconstruction of North Berkeley Avenue between Harbor Boulevard and Valley View Drive. The project is approximately 1,530 feet in length and will include the reconstruction of curb, gutter, sidewalk, cross gutters and various curb ramps to meet current ADA standards.

HAMMER LANE WIDENING PHASE III, KELLY DRIVE TO THORNTON ROAD PS&E, STOCKTON

QA/QC reviewer for the specific plan on 1.7-mile stretch of Hammer Lane, including completion of a tiered environmental clearance, utility identification and relocation, identification of right of way needs and PS&E plan preparation. Coordination between the city and county needs is critical to this project due to a portion of the project lying within each jurisdiction.

SR 32 WIDENING, CHICO

QA/QC reviewer or the PSR/PR, which will widen State Route 32 from two to four lanes with a raised center median and modify the bridge at Dead Horse Slough. Project includes coordination with several environmentally-sensitive areas along the project corridor and detailed design of 10 intersections within Caltrans' right of way. Coordinated with adjacent commercial development. A portion of our work with the City was accelerated to meet a schedule for opening of the development.



JONATHAN HERNANDEZ, PE
CIVIL LEAD

EDUCATION
BS in Civil Engineering

REGISTRATION
CA C85602

Jonathan has 12 years of civil engineering experience in the design and delivery of transportation and infrastructure improvement projects. He has experience providing civil design for a variety of corridor, highway, and local roadway improvement projects. He brings experience working on all stages of project delivery with various design standards, while leading the civil design and utility coordination efforts. Jonathan has experience with the design of local agency multimodal safety, connectivity, and mobility projects.

REPRESENTATIVE PROJECTS

SR 162 MOBILITY IMPROVEMENTS, OROVILLE
Senior project engineer responsible for PS&E for this project that improved safety and active transportation connectivity along the SR 162 corridor. Key project elements included improvements that closed sidewalk gaps, and provided Class II bike lanes, crosswalks, street lighting, and multi-use paths to the Feather River on SR 162 between key destinations within the community. Improvements were made along Oro Dam Boulevard (SR 162), Olive Highway (SR 162), Lower Wyandotte Road, and at Lincoln Street, and Feather River Boulevard.

ALMOND STREET MULTIMODAL IMPROVEMENTS, PARADISE
Design engineer for the environmental clearance and design of the complete street improvements along an important downtown corridor. The project will construct bike lanes, a Class I path, sidewalks, enhanced sidewalks, bus stops, storm drain improvements, and reconfigured parking. The improvements cross multiple driveways requiring careful design to eliminate impacts to private facilities and drainage. Work also includes coordination with Caltrans Local Assistance.

SR 70 PA&ED, BUTTE COUNTY
Project engineer responsible for improving the SR 70 corridor. Butte County Association of Governments (BCAG) views SR 70 as the focus highway for the County for which to develop a better connection between Sacramento and Chico. BCAG aims to improve the Butte County economy by providing better infrastructure, supporting development, improving safety, and adding highway capacity.

FRUITRIDGE ROAD IMPROVEMENTS, SACRAMENTO
Project engineer providing preliminary engineering, final design, and support for the construction phases for this project. Scope of work included the rehabilitation of the roadway pavement; reconstruction of curb ramps; modifications to the existing signals; and analyzing a lane reduction to create an opportunity to re-stripe the facility to improve the experience for bicyclists and transit riders. In addition, coordination included working with Caltrans Local Assistance following the LAPM to gain the necessary approvals to move this project forward to construction.

MENDEZ HISTORIC TRAIL, WESTMINSTER
Project engineer for this historic trail and Green Street bikeway project that will reduce vehicle travel lanes and create a two-mile-long Class IV bikeway along the western limits of the corridor. A raised median will be incorporated to provide separation between vehicles and bicycles, and serve as a stormwater treatment for roadway runoff. Additional project improvements include pedestrian-level lighting, correction of deficient driveways, pavement rehab, asphalt overlay, and curb ramps.

GARDEN GROVE BOULEVARD COMPLETE STREET, WESTMINSTER
Project engineer for this ATP-funded bikeway project that will re-purpose Garden Grove Boulevard to include one lane in each direction, a two-way-left-turn lane, and a Class IV protected bikeway with landscaped median. The project also provides a road diet at Edwards Street/Trask Avenue and adds buffered bike lanes. The project requires a Caltrans encroachment permit and approval from UPRR. Additional project improvements include pedestrian-level lighting, correction of deficient driveways, pavement rehabilitation, and curb ramps



RYAN BISSEGGER
GRANT FUNDING SUPPORT

EDUCATION
Funding and Programming Transportation Projects in California Training, University of California, Berkeley - Technology Transfer
BA in International Business, Westminster College

Ryan has 21 years of experience in the engineering and construction industry with a specialty in funding. Over the past seven years, he has focused on transportation funding. He is knowledgeable of state and federal funding policies and how it influences grant applications. He is also an instructor through the ATRC and LTAP for "Positioning for Successful Grant Applications." Ryan works with agencies statewide to identify and pursue funding for large and small infrastructure projects. He manages the development of grant funding applications including preparation of cost estimates, economic studies, benefit cost analyses, and supporting exhibits.

REPRESENTATIVE PROJECTS

SAFETY ACTION PLAN, BUTTE COUNTY
Grant writer assisting in the development of the Countywide Safety Action Plan (CSAP) to advance the County's goals for transportation safety and support active modes of travel. The CSAP will develop a list of recommended future priority projects identified through technical analysis and community engagement. The plan will serve the cities of Oroville, Gridley, and Chico and the unincorporated areas of Butte County. Information gathered will be included as part of the development and creation of dedicated Action Plans serving the cities of Oroville, Gridley, and unincorporated Butte County, positioning for future implementation grant pursuits.

TRANSPORTATION MASTER PLAN, PARADISE
Grant and funding support for the development of the TMP to guide short- and long-term improvements, and utilize public input to prioritize solutions to aid in the recovery process. The TMP includes developing a Townwide Active Transportation Plan, LRSP, roadway network and evacuation route analysis, updated roadway design standards, downtown public realm/aesthetics guidelines, and economic development assessment. Responsibilities include project management, leading bikeway planning, roadway network planning, and public engagement.

ATP GRANT WRITING SERVICES, LATHROP
Project manager for the preparation of two ATP and SJCOG supplemental grant applications. One project was to develop an Active Transportation Plan and the other to install four miles of Class II bikeways connecting to a commuter rail station. Services included developing grant narratives and exhibits, coordinating with stakeholders for letters of support, preparing the Active Transportation Plan scope and budget, and reviewing plans and estimates.

ATP CYCLE 6 GRANT WRITING, STOCKTON
Project manager for the preparation of multiple applications, including four for SJCOG Measure K, two for HSIP, and one for ATP. Applications focused on multimodal accessibility and safety enhancements throughout the City including two safe routes to schools projects Responsibilities included review of grant narratives, letters of support, graphics and exhibits, plans, and estimates. Application secured $7.4 million in funding.

GRANT WRITING SERVICES, RANCHO CORDOVA
Grant writer for the preparation of two SACOG grants and one ATP grant for two projects. The Mather Field Road Complete Streets project converts the existing facility into a complete street. The Zinfandel Drive Bicycle and Pedestrian Improvements provides a grade-separated crossing of US 50 connecting from White Rock Road to Folsom Boulevard. Led the development of narratives and ensuring compliance with grant guidelines.

BROADWAY/OAK PARK ATP CYCLE 6, SACRAMENTO
Project manager that successfully secured funding support for the implementation of a Class III bikeway, sidewalk rehabilitation, curb extensions, and landscape features. Grant funding support scope of work included the preparation of the grant application with the successful award of $1.1M. The project will enhance mobility for all users including bicyclists, pedestrians, and transit riders by reducing the number of travel lanes on Broadway; provide buffered Class II bike lanes; enhance intersection treatments between Alhambra Boulevard and Martin Luther King Jr. Boulevard; and maintain the area's historic identity.



AMBER COLLINS
ATP APPLICATION SUPPORT

EDUCATION
MS in City/Urban, Community and Regional Planning
MS in Civil Engineering
BS in Agribusiness

Amber has 17 years of experience in the public and private sectors with extensive knowledge and experience in planning, funding, and delivering transportation projects in California. She has a comprehensive background in the development of multimodal plans. Amber has an in-depth understanding and success in transportation funding and financing. She also has extensive experience with programming and funding compliance for state and federal programs.

REPRESENTATIVE PROJECTS

GRANT AND FUNDING SUPPORT FOR WASHINGTON AVENUE/TABLE MOUNTAIN BOULEVARD, OROVILLE
Supported funding efforts for the infrastructure concept to transform Washington Avenue/Table Mountain Boulevard into a complete street. Scope of work includes the preparation of grant narratives for the preparation of the draft and final versions of the three parts of the application and providing analysis of existing data to support the grant narratives.

PIONEER ROAD COMPLETE STREETS, LOS BANOS
Supported the funding efforts for this regionally significant complete street project to widen Pioneer Road. The project will provide an approximately 6.5-mile, four-lane, divided arterial roadway with a Class I regional path and seven signalized intersections, including two with SR 152 and one with SR 165. In addition to design, services also include evaluating funding sources, preparing grant applications, preparing funding allocation packages, and coordination with MCAG, Caltrans, and the CTC. Responsibilities include developing a funding/financing plan, preparing ATP Cycle 5 grant, and preparing LPP Formula funding allocations and Request for Authorization for federal funds.

ON CALL GRANT WRITING, RIVERSIDE COUNTY
Senior transportation planner responsible for developing funding strategies and presenting to RCTC leadership. Mark Thomas prepared grant pursuit strategies for large, complex infrastructure projects; SR-91 Eastbound Corridor Operations Projects, SR-79 Realignment, and Mid County Parkway Phase 2. The strategy for each project will identify potential grant opportunities and probability of success, grant pursuit calendar, and development of technical and political strategies to position projects to secure funds. Responsibilities include project management, coordination with RCTC, and leading the development of grant strategies.

GRANT WRITING AND MANAGEMENT, SAN JOAQUIN COUNTY
Project manager for a professional grant writing and management services bench. To date, we have prepared a grant application for Transportation Demand Management services, including increasing subsidies for vanpools, providing a subsidy for electric vehicles in the vanpool, and installing electric vehicle charging facilities. Primary responsibilities include leading the development of the grant application and coordinating with the client.

GRANT PREPARATION ASSISTANCE, MONTEREY COUNTY
Project manager for the on-call grant writing contract to support TAMC's funding pursuits. Provided technical support for ATP Cycle 6 and Caltrans STP grant applications. Led the development of a LPP Competitive and TCEP application for the SR-156/Castroville Boulevard Interchange. Responsible for project management, agency coordination, and quality control reviews.

CALTRANS SUSTAINABLE COMMUNITIES GRANTS, CALAVERAS COUNTY
As Transportation Planner and Executive Director, was successful in writing and securing over $1M in Caltrans Sustainable Communities Transportation Grants for six multimodal corridor and complete streets plans. These plans have facilitated implementation of multimodal improvements and funding awards. Two projects were awarded $12M in Active Transportation Program (ATP) grant funds for sidewalk gap fill and a multi-use pathway. Four projects are being funded through SHOPP projects on the state highways through community main streets. While several projects are being developed to shovel-ready status utilizing CMAQ and RSTP funds for future grant funds.



CHRISTINE ANDERSON, PLA
LANDSCAPE/AESTHETICS

EDUCATION
BS in Landscape Architecture
AS in Architecture

REGISTRATION
CA RLA 3377

Christine has 36 years of experience in landscape architecture, urban design, landscape design, and master planning. While her specific forte is that of urban design and redevelopment, she has consulted on a diverse range of projects, including redevelopment streetscapes, schools, urban developments, commercial centers, municipal and private office developments, open spaces, parks and playgrounds, interpretive trails, sports facilities, and master planned communities. Christine has extensive experience in all phases of design and construction documentation, including project management and community facilitation.

REPRESENTATIVE PROJECTS

MENDEZ HISTORIC TRAIL, WESTMINSTER
Landscape architect for this historic trail and Green Street bikeway project that will reduce vehicle travel lanes and create a two-mile-long Class IV bikeway along the western limits of the corridor. A raised median will be incorporated to provide separation between vehicles and bicycles, and serve as a stormwater treatment for roadway runoff. Additional project improvements include pedestrian-level lighting, correction of deficient driveways, pavement rehab, asphalt overlay, and curb ramps.

ALMOND STREET MULTIMODAL IMPROVEMENTS, PARADISE
Landscape architect responsible for aesthetic design for the environmental clearance and design of the complete street improvements for transportation improvement projects in downtown Paradise. The Almond Street Multimodal Improvements constructed Class II bike lanes, a Class I path, enhanced sidewalks, bus stops, storm drain improvements, and formalized parking. Design was completed on-schedule and within budget.

GOLDEN STATE CORRIDOR IMPROVEMENTS, FRESNO
Landscape architect for improvements to 14.1 miles of Golden State Boulevard. The goals of the project are to revitalize and improve the corridor and stimulate economic development. The project includes reconfiguring medians, turn pockets, improvements to at-grade UPRR crossings, and intersection modifications to improve traffic safety and operations, as well as extensive pavement rehabilitation. The project also includes the addition of active transportation elements including Class I path, Class II bike lanes, Class IV bikeways, and other innovative treatments.

GREEN VALLEY ROAD MULTI-USE TRAIL IMPROVEMENTS, SANTA CRUZ
Landscape architect for this improvement project for a multi-use trail located north of the City of Watsonville in the unincorporated area of Santa Cruz County between Airport Road and Mesa Verde Drive. The project includes roadway improvements, construction of an 8-foot to 10-foot-wide multi-use trail and transit stop enhancements spanning two miles along a well-traveled and high-speed road with sporadic existing facilities for pedestrians and bicyclists.

EAST MAIN STREET IMPROVEMENTS, WOODLAND
Landscape architect responsible for aesthetic design for improvements to the East Main Street corridor which include safety upgrades along rail lines, multimodal access for cyclists and pedestrians, enhanced drainage facilities, and aesthetics to achieve a complete street. Part of these improvements are located at the I-5 southbound on-ramp which requires Caltrans coordination.

CHASE DRIVE/AMERICAN RIVER, RANCHO CORDOVA
Project landscape architect responsible for providing master plan design, project stakeholder coordination, project phasing cost estimation and recommendations, complete street alternatives development, and creation of an opportunities and constraints plan. The project consists of upgrading and updating the primary entry to one of the oldest and most beloved regional parks in the County, creating a stronger connection to the community and surrounding land uses, creating additional access, visibility and parking for Soil Born Farms, upgrading access, entry gateways and parking within Hagan Park, and ultimately connecting local City bike corridors with the American River Bike Trail.



Kevin Sevier

VICE PRESIDENT/SENIOR PLANNER

gallaway ENTERPRISES
innovation · science · solutions

EDUCATION

- MS in Rural and Town Planning, CSU Chico
- BA in Geography and Planning, CSU Chico
- Certificate in GIS Technologies, CSU Chico

Kevin has 25 years of experience in environmental compliance and planning in northern California. His involvement with environmental compliance includes the management of biologists, botanists, arborists, acoustical engineers, cultural resource specialists, and transportation engineers to develop supporting technical documentation for acquisition of development entitlements, CEQA/NEPA compliance, state and federal environmental permitting requirements.

Kevin's involvement with transportation planning includes, developing multi-modal, pedestrian and bikeways plans, assisting in the design and layout of pedestrian facilities, gaining CEQA and NEPA compliance for state and federally funded transportation projects, working with local agencies through the Caltrans Local Assistance procedures, developing site specific mitigation measures, and obtaining state and local environmental permits.

EXPERIENCE

South Oroville Safe Routes to School, Butte County
Project Manager for environmental compliance for the preparation of Preliminary Environmental Study, Biological Resource Assessment, Cultural Resource Assessment, CEQA clearance and permit facilitation as a consultant to the Butte County Public Works Department.

County Road 98 Bike and Safety Improvement Project, Phase II, Yolo County
Managed all environmental studies for this 4-mile bike and roadway safety project. Gallaway Enterprises contracted directly with the Yolo County Department of Community Services Public Works Division to develop the APE, NES, farmland impact assessment, wetland delineation, §7 Biological Assessment, ASR/HPSR, CEQA IS/MND and tree inventory and mitigation plan.

Eureka Sr 101 South Entry Project Study Report, City Of Eureka
Sub-contractor to prepare a project study report for the section of State Route 101 that brings travelers into the city limits. Gallaway Enterprises contributed a preliminary environmental constraints and opportunities analysis for each alternative through a combination of field reconnaissance and database research. This information was shared in the form of graphics for presentation purposes as well conglomerated into a Preliminary Environmental Assessment Report (PEAR). Within the PEAR, future technical studies that are likely required were identified as well as estimated costs for environmental commitments.

Exhibit A

KATIE DEMAIO

COMMUNITY ENGAGEMENT SPECIALIST & OWNER AT AIM CONSULTING



CONTACT

916-442-1168

kdemaio@aimconsultingco.com

Sacramento, CA

www.aimconsultingco.com

SKILLS

- Project Management
- Community Relations
- Stakeholder Facilitation
- Time Management
- Leadership
- Effective Communication
- Critical Thinking
- Public Meetings

FOCUS AREA

- Transportation
- Construction Management
- Transit
- Land Use
- Community Relations
- Environment

REFERENCE

Najee Zarif, P.E.

San Joaquin County

Phone: 209.468.3053

Email : nzarif@sjgov.org

PROFILE

Katie is a facilitation and community engagement specialist with more than 12 years of strategic communication and community relations experience. Katie develops and implements public outreach plans to keep communities informed and engaged. She assists clients with creating content for ongoing messaging, collateral materials, social media content, and interactive online engagement tools for public information and community engagement. Katie also manages and coordinates logistics for stakeholder interviews, focus groups, community meetings, traveling workshops, and special events.

PROJECT EXPERIENCE

Transportation

- Broadway Complete Streets - City of Sacramento 2024
- Central City Mobility - City of Sacramento 2024
- West Texas Complete Street - City of Fairfield 2024
- SACOG Mobility Hub Framework - SACOG 2024
- Envision Broadway Oak Park - City of Sacramento 2024
- Folsom Blvd Class I Overcrossing Feasibility Study - City of Folsom 2024
- Envision Hopper Ave - Santa Rosa - 2023
- McKinley Interchange - City of Manteca 2024

Transit

- Mendocino Transit Short Range Transit Plan - 2024
- MTD Moves Ahead - Santa Barbara Short-Range Transit Plan 2022
- Yuba Sutter Transit - Short-Range Transit Plan 2023
- North Valley Passenger Rail Strategic Plan - BCAG 2024

Outreach Management

- General Plan Update 2040 - City of Sacramento 2024
- Mills Crossing Design Charrette - City of Rancho Cordova 2023
- Health Education Council - School Lunch Program Assessment 2024
- Citrus Heights Arcade Cripple Creek Construction Drone Videos 2024
- Parks Master Plan - El Dorado County 2023
- Stormwater Utility Rate Increase - City of Rancho Cordova 2023

EDUCATION

Bachelor of Arts
James Madison University, Harrisonburg VA
2000-2004

SUBCONSULTANTS

Supplementing our team, we have included subconsultants specifically tailored for this project. This team brings experience working together on similar projects including SR 162 Mobility Improvements, East Main Street Improvements, and West Main Street Mobility & Safety Improvements. We have supplemented our in-house staff with firms that specialize in environmental studies, public outreach, right of way acquisition, signal improvements, geotechnical engineering, and traffic analysis. We have long standing relationships with all of our subconsultants, and we have worked together to deliver numerous similar projects within Butte County. There are no previous joint ventures between Mark Thomas and any subconsultant.

DBE gallaway ENTERPRISES innovation · science · solutions

PRINCIPALS
Jody Gallaway
President/Owner
Kevin Sevier
Vice President/Owner

GALLAWAY ENTERPRISES (GALLAWAY)
ENVIRONMENTAL & PERMITTING

Gallaway will develop environmental studies and documentation, and obtain clearances and authorizations from approcing agenies. They have unique and extensive experience with environmental regulations, including CEQA and NEPA, and additional environmental processes associated with federally-funded projects.

Gallaway has provided environmental consulting on several multimodal, sidewalk gap, bike facility, road improvement and bridge replacement projects in the unincorporated south Oroville area and Butte County region. Most of these projects have been through the Butte County Department of Public Works, including several post-disaster roadway rehabilitation projects on Oro-Quincy Highway east of the City of Oroville.

DBE aim consulting

PRINCIPALS
Katie DeMaio
Owner

AIM CONSULTING, INC (AIM)
PUBLIC OUTREACH

AIM will develop a public outreach plan, facilitate community meetings, prepare outreach materials, and incorporate community feedback. AIM's public participation professionals are committed to the communities they work in a professional capacity and as volunteers.

They offer strategic communications and public participation consulting services and specialize in projects in the natural and built environment that make a positive difference within the community. Their team of professionals develops public participation programs that bring diverse community members together and creates a space for constructive dialogue that respects all individuals and leverages the positive work of the engaged community.

DBE monument

PRINCIPALS
Amber Costello
President
Joey Mendoza
COO
Bob Morrison
Vice President

MONUMENT
RIGHT OF WAY ACQUISITION

Monument will assist with right of way acquisition tasks. They are a WBE, DBE, and SBE certified firm, is a full-service real estate and right of way company providing exceptional service, strategic planning, innovation, and timely delivery. Monument is well-known for successfully completing projects on an accelerated schedule. They accomplish this with early project planning, a clear scope of work, defined project tasks and deliverables, quality control, exceptional performance, and communication with the client and project partners.

Monument previously worked with the City on the SR 162 Mobility Improvements project providing project management, project planning, appraisal coordination, waiver valuations, acquisition, title and escrow, and right of way certification.

DBE

BENNETT ENGINEERING SERVICES (BEN|EN)
SIGNALS

PRINCIPALS
Leo Rubio, PE
President/CEO
Stacey Lynch, PE
Vice President
Jennifer Goodwin
CFO
Michael Massaro, PE
Secretary

BEN|EN will prepare PS&E for traffic signals. Their traffic/electrical engineering division is committed to providing excellent traffic engineering services to both public and private sectors throughout Northern California. The firm specializes in traffic signals, lighting, and transportation electrical systems and has completed traffic and electrical engineering plans, specifications, and construction cost estimates (PS&E) for more than 1,000 transportation projects for more than 100 public agencies, including the City of Oroville.

BEN|EN served as the City's Engineering Consultant from April 2017 to June 2020. Assignments included transportation, water, wastewater, plan review, hydrology report review, and funding acquisition projects. Improvement plans for various projects were prepared, including RSTP (Regional Surface Transportation Program) and annual street rehabilitations, sidewalk repairs, flashing beacons at the Montgomery Roundabout projects, and multiple sanitary sewer projects.

CRAWFORD & ASSOCIATES (CRAWFORD)
GEOTECHNICAL

PRINCIPALS
Benjamin D. Crawford
President, Principal
W. Eric Nichols
Vice President, Principal
Shawn Leyva
Vice President, Principal
Lesli Hunter
CFO
Sarah Crawford
Secretary

Crawford will perform geotechnical engineering services. Over the past 30 years, staff at Crawford have provided geotechnical engineering, design, and construction services on a variety of large-scale public works projects. They also have the ability to easily access information from previous work using subsurface and other data from nearby projects.

Crawford has completed projects within the City and throughout Butte County that include roadway widening, pavement rehabilitation, multi-use pathways, and similar transportation-related projects. Their local knowledge and experience includes numerous roadway and throughout the region. Crawford's previous experience of complete streets projects have included design for Class I bike paths, ADA improvements, signalization and crossings, intersections, and roundabouts.

FEHR & PEERS
TRAFFIC

PRINCIPALS
Chris Mitchell
CEO/President
Steve Brown
Vice President
Chris Breiland
Vice President
Meghan Mitman
Vice President
Lysa Wollard
CFO/Treasurer
Christine Sheilds
Secretary

Fehr & Peers will manage the traffic analysis and maintain close contact with City staff and the engineering team throughout the project design phase. For more than 20 years, Fehr & Peers has been at the forefront of the complete streets movement by providing multimodal planning and engineering services. Their team brings national expertise in pedestrian safety, innovative bicycle design, transit planning, and Complete Streets implementation. Their staff recently developed and delivered a training course on Complete Streets design principles to public agency staff in other states.

Fehr & Peers has worked on more than 15 projects in the City of Oroville in the past 25 years, and has extensive experience working on projects in Butte County. Previous projects include the Oroville General Plan, Oroville Hospital Expansion, Ophir Road Warehouse EIR, and the Oroville Circulation Element Update VMT Analysis.

PROJECT ORGANIZATION AND APPROACH

UNDERSTANDING

The Washington Avenue and Table Mountain Boulevard Complete Streets Project (Project) limits include Washington Avenue between SR 162 (Oro Dam Boulevard) at the southern limit and Montgomery Street, and Table Mountain Boulevard between Riverview Terrace Drive and County Center Drive at the northern limit.

The project proposes to construct a new major north-south multimodal walking and biking path. This path creates a new backbone connection for future expansion of the east-west bicycle and pedestrian connectors.

There are currently no sidewalks within many segments of the project limits. Pedestrians and bicyclists must walk or bike on paved and unpaved shoulders alongside vehicles to commute to their destinations. This presents significant safety issues, demonstrated by the historic trend of severe collisions in the area.

SR 70 is 1.23 miles west of the project site and does not permit cycling or walking, and there are no other north-south roads within the City limits to the east. In addition, no other parallel route will support north-south travel for vulnerable non-motorized road users, who often are from disadvantaged communities.

The project will create a safer and more comfortable environment that supports the community's multimodal transportation and mobility needs; improve local and regional bike connectivity; help support local businesses; and encourage land-use change along the corridor.

Improvements include:

- Class I multi-use path
- Gap closure in existing sidewalks
- New crossings with high-visibility striping
- Rectangular Rapid Flashing Beacons (RRFBs)
- Pedestrian lighting
- Curb extensions
- New landscaped medians
- Planter strips with shade trees
- New pathway lighting

PROJECT OBJECTIVES



Create a safe, comfortable environment that supports **active transportation and mobility needs**



Improve **local and regional bike connectivity**



Support **local businesses**

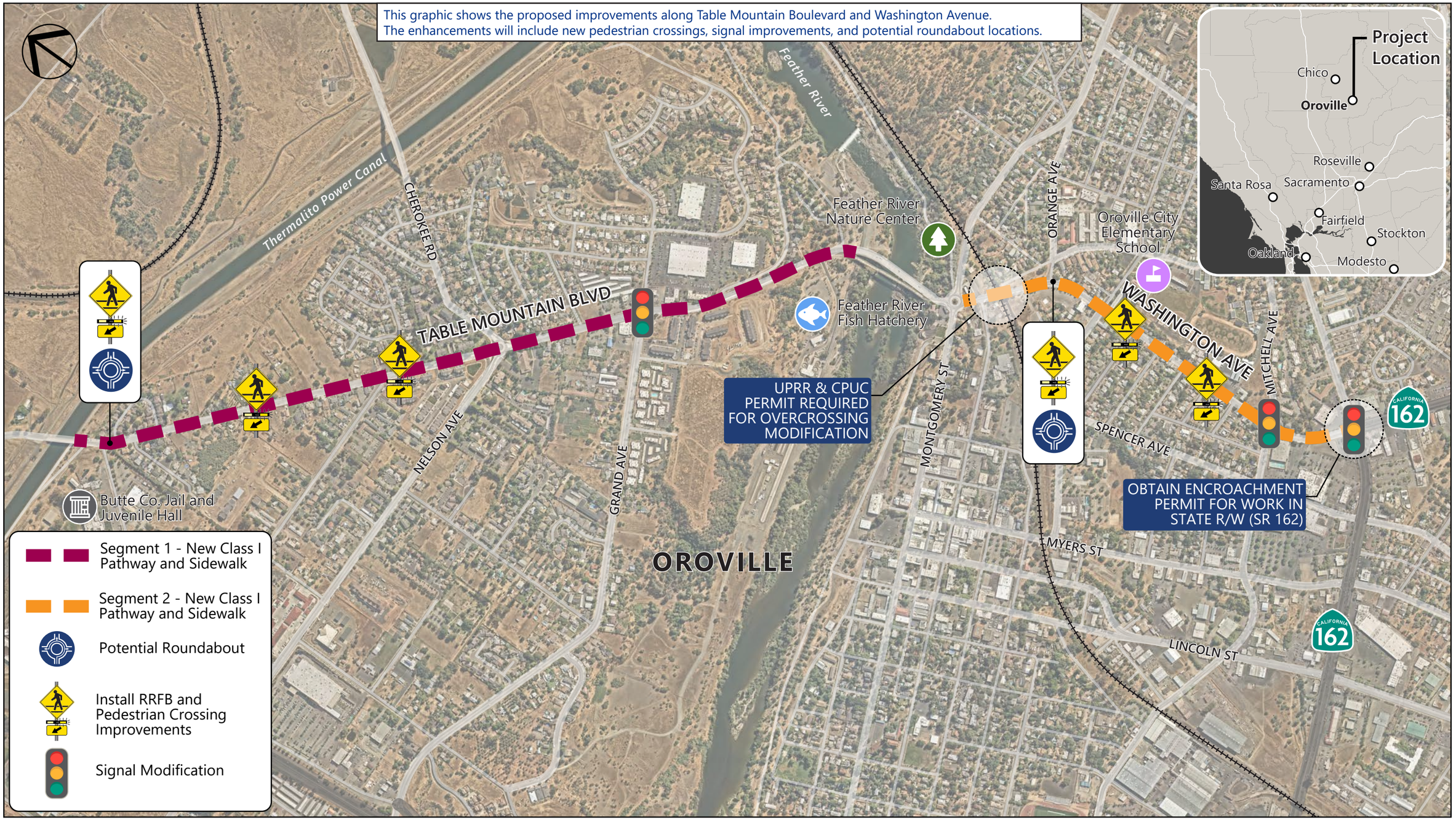


Encourage **land-use change** along the corridor



Exhibit A

PROJECT OVERVIEW



PROJECT APPROACH

Through our understanding, we have developed a unique strategy and approach to deliver the project to meet the City's aggressive project schedule. Accelerating the schedule will provide flexibility and opportunity for the City to adapt to unanticipated challenges that may arise and still meet the project's grant funding requirements. **Our technical expertise in delivering complete streets projects, and projects involving federal funds, will be a major benefit to the City as we can bring important lessons learned and the latest design innovations and Caltrans coordination procedures to the project.**

Our approach is focused on:

- **Maintaining an Aggressive Delivery Schedule:** Our team will move forward with several concurrent tasks upon receipt of Notice to Proceed (NTP) including conducting technical studies that will be needed to complete environmental clearance, obtain City approval on the preliminary design, and initiate ROW research and mapping to define the ROW needs.
- **Beginning the Corridor Design and Environmental Studies Immediately:** Based on our team's experience preparing the current preliminary alignments, we have a unique understanding of the project opportunities and constraints with no learning curve, enabling our team to start work immediately.
- **Identifying and Mitigate Right of Way and Utility Impacts:** Our team understands the importance of identifying ROW and utility issues early to proactively manage coordination with property and utility owners with the intent of avoiding last minute design changes and schedule impacts.
- **Providing Cost Certainty for the City:** Our team will develop preliminary designs and estimates by the summer of 2025. This will allow the City to determine the funding needs and schedule to deliver the project to construction. This will also include a potential approach to construction phasing and the overall budget needed to complete project designs.

MAINTAINING AN AGGRESSIVE SCHEDULE

This project is dependent on advancing the preliminary engineering and environmental studies quickly to support the planned application for Active Transportation Program (ATP) Cycle 8 grant funds for PS&E, right of way, and construction and obtain environmental clearance for CEQA and NEPA prior to June 2026. Early delivery of several project tasks will be important to set the tone for the required pace of the project. Equally as important is a deep understanding of the grant funding requirements to best position the project for competitive ATP Grant funds and Caltrans Local Assistance process.



150-DAY QUICK START

This project requires special attention to early tasks in order to get into final design and ROW acquisition as quickly as possible. We have developed a 150-day quick start program that identifies critical items that will need to move forward in parallel to make this a reality. Our schedule for the first 150 days includes the tasks shown in the table below.

By being aggressive and completing critical tasks within the first 150 days, we will position the project for success. As the project manager, Daniel Blomquist will actively drive the schedule forward and set bi-weekly standing meetings with the City to share information quickly and efficiently while making progress on multiple fronts. **Mark Thomas is experienced in the delivery of fast-tracked projects. We recently completed five miles of bikeway and sidewalk gap closure design in Santa Cruz County with ROW acquisition and Caltrans permitting within 18 months of NTP.**

FIRST 90 DAYS (JUL 2025)	FIRST 120 DAYS (AUG 2025)	FIRST 150 DAYS (SEP 2025)
» Complete 30% Design » Conduct ROW Research and Boundary Mapping » Conduct Field Review Meeting with Caltrans and Submit the PES	» Initiate Environmental Technical Studies » Identify ROW Needs and Prepare Preliminary ROW Cost Estimates » Prepare Utility B Letters	» Obtain Preliminary Title Reports » Initiate Preparation of Environmental Documents » Coordinate with Utilities for Relocations

DESIGN AND SAFETY CONSIDERATIONS

PAVEMENT RESTORATION

The pavement along Table Mountain Boulevard and Washington Avenue is observed to be in generally fair to very poor condition, with high-severity block cracking and alligator cracking present within the wheel paths. Potholes are present along multiple stretches of road with more being recently repaired with cold patches. As such, the project includes consideration for extensive pavement rehabilitation with reconstruction of existing pavement sections where needed.



Alligator cracking and cold patches are present in the roadway

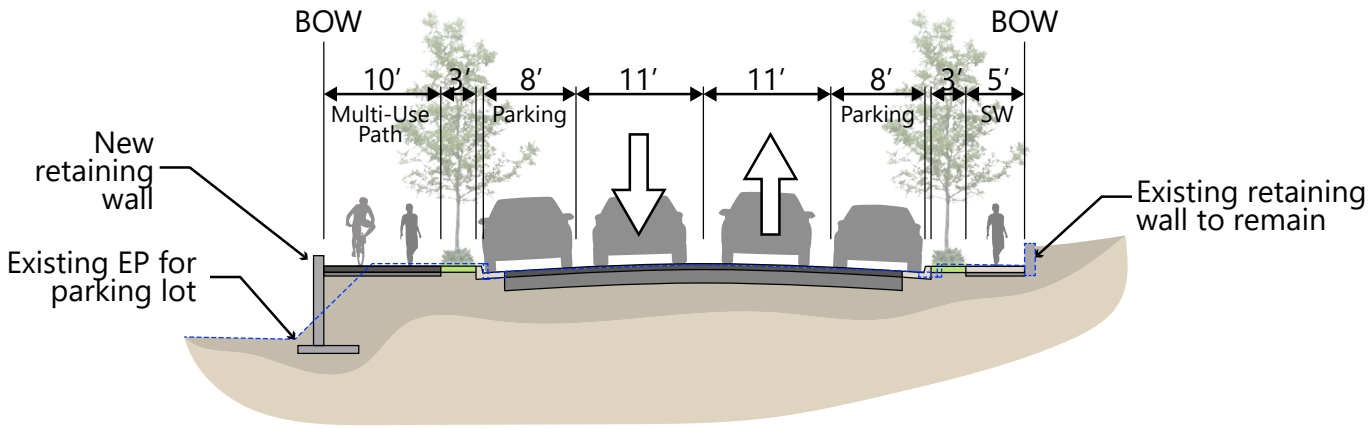
Our experience working on the adjacent SR 162 Mobility Improvements Project shows that large diameter cobbles (12-inch or greater) and coarse gravel may be present within the upper five feet of the near surface soils. Our approach to designing the most appropriate rehabilitation method heavily relies on identifying the extent of coarse material within the alignment.

Working with our geotechnical partners at Crawford and Associates, we first want to determine the existing condition of the pavement. We are particularly interested in the extent of the pavement failure and what methods for rehabilitation we can use. Full-depth recycling could be a good strategy to increase the traffic index of the corridors while maintaining access to homes and businesses during the construction. However, the feasibility of this method will depend on properly identifying the presence and quantity of cobbles within the project alignment. Other design methods could be utilized, where pavement appears to be in fair to good condition, like cold in-place recycling, or a traditional mill and overlay.

RETAINING WALLS

After further evaluation of the site topography, we have determined constructing retaining walls may be necessary at certain locations, particularly just north of Orange Ave, to accommodate the desired cross section and avoid eliminating parking spots while minimizing impacts to adjacent properties. The need for retaining walls will be analyzed during the design process once detailed site topographic and right of way information is available to develop an optimized cross section that meets project goals while minimizing added costs and impacts to private properties.

POTENTIAL WASHINGTON AVE CROSS SECTION BETWEEN ORANGE AVE AND YARD ST



SIGHT DISTANCE

The project corridor traverses hilly terrain with vertical and horizontal curves that obstruct sight distance, creating unique challenges for vehicle visibility, particularly in areas where pedestrians cross or bicyclists share the roadway. To address these concerns, we will conduct a thorough analysis of sight distance at locations where visibility may be an issue and incorporate appropriate design solutions to enhance safety and meet project goals.



Hilly terrain throughout the corridor obstructs sight distances

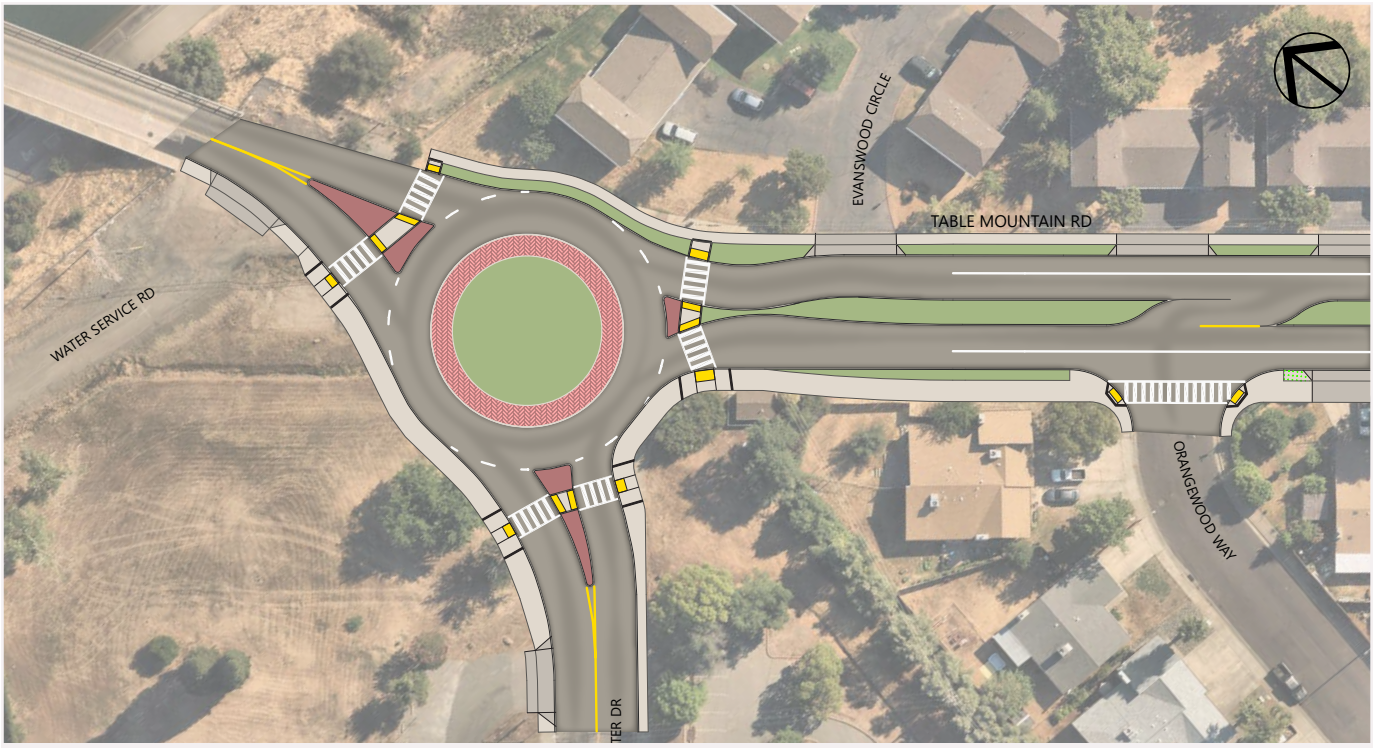
TRAFFIC CALMING

To enhance the safety of pedestrians and bicyclists, the project will include traffic calming measures to slow vehicle speeds and improve driver awareness. Curb extensions along Washington Avenue and a raised median along Table Mountain Boulevard will create a more constrained street feel, naturally reducing vehicle speeds, and increasing drivers' perception-reaction time, allowing for better response to pedestrians and bicyclists. Additionally, the installation of RRFBs at Placer Avenue, McClellan Avenue, Orange Avenue, Flying Cloud Drive, Jasmine Court, and Orangewood Way will provide effective traffic control, improving pedestrian visibility and regulating vehicle flow.

The addition of intersection roundabouts may also be considered as a potential traffic calming measure. While space constraints may limit feasibility in certain locations, roundabouts can be effective in reducing vehicle speeds, improving intersection safety, and maintaining traffic flow.

Community feedback on roundabouts may be mixed, requiring detailed traffic assessment to be completed and further outreach and discussion. However, locations such as of the intersection of Table Mountain Boulevard and County Center Drive and intersection of Washington Avenue and Orange Avenue could be suitable for roundabout implementation.

A concept design, shown below, has been completed for the Table Mountain Boulevard and County Center Drive location, presenting a potential roundabout alternative. This design ensures that the bridge over Thermalito Power Canal remains unaffected while minimizing right-of-way impacts. The roundabout is expected to slow down vehicles approaching from the north, where speeds are relatively higher, improving overall safety and traffic flow in the area. The implementation and potential roundabout design alternatives may be evaluated further during the design process to assess their feasibility, potential benefits, and impacts.

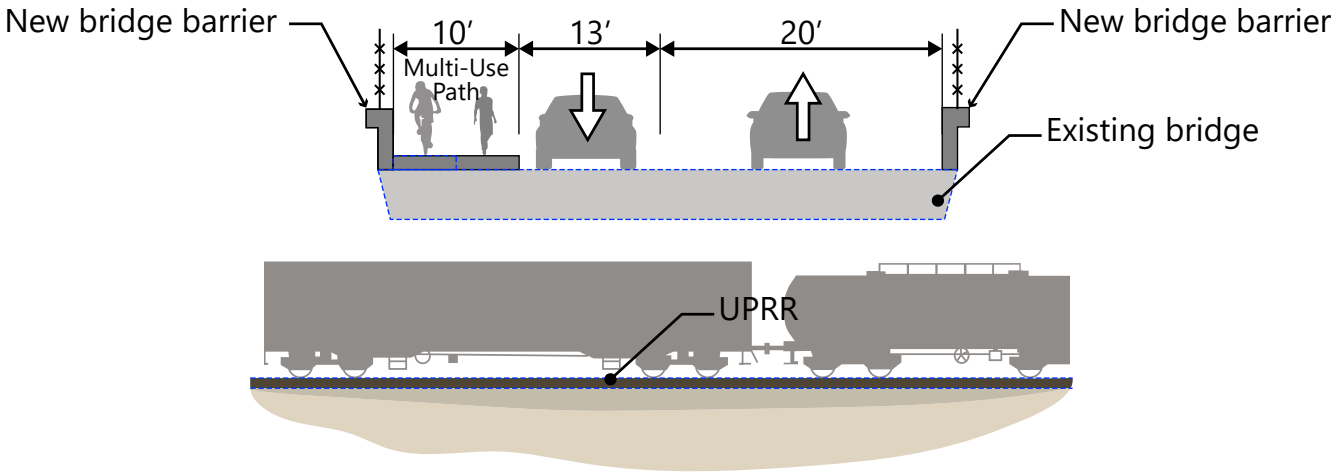


Concept design for potential roundabout at Table Mountain Boulevard and County Center Drive

MODIFICATION TO THE BRIDGE OVER UPRR

Modification to the bridge over UPRR is necessary to accommodate the proposed multi-use pathway. The modifications will include replacing the existing bridge barriers on both sides of the bridge, as shown below. No major impacts to the bridge structure are anticipated, and the design will utilize the existing bridge deck to accommodate the lane transition from one lane south of the bridge to two lanes at the Bird Street intersection, with the bridge located within the lane transition area.

POTENTIAL WASHINGTON AVE CROSS SECTION AT BRIDGE OVER UPRR TRACKS



PAST PROJECT INSIGHTS FOR A MORE FOCUSED APPROACH

One of the most important things we can do as a company is learn from our recently constructed projects. Mark Thomas can bring an even more focused insight to this project based on the recent experience along SR 162. Mark Thomas is currently working on completing the SR 162 Mobility Improvements Project, where we encountered similar challenges to those we anticipate on this project.

As a result, we have compiled a focused set of design considerations, which will be incorporated into our approach to proactively address potential issues. By applying these insights, we are confident in our ability to navigate challenges effectively and successfully deliver this project.

Below are the key lessons learned from our previous experience, which will guide us in addressing potential challenges on this project:

- Use of **survey methods that accurately reflect the existing topography of the site**, in lieu of LiDAR or other technologies that produce undesirable accuracy that potentially result in design changes during construction
- Complete necessary **geotechnical analyses/tests to ensure the improvements can properly be constructed** per specifications
- Use more accurate methods to **positively identify the existing utilities within the project limits** (i.e., ground-penetrating radar or potholing)
- Maintain **access for property owners**

LANDSCAPING

Incorporating landscape into the design of the Project will be an important addition to accomplish the complete streets goals listed in the RFP. Landscape and urban design solutions for complete streets should be grounded in the context of the place, its history, visual analysis, and through stakeholder input. Placemaking is a way to foster pride in the community by incorporating their values and cultures and creating green spaces to soften hardscapes that can also provide positive environmental impacts. **We call this placemaking, and it takes "landscaping" from being icing on the cake to an urban design solution that becomes the flavor of the cake.**

A project such as this presents an opportunity to incorporate placemaking through these project goals and opportunities:



ENHANCING THE VISUAL CONTEXT

The surrounding visual context provides vast opportunities for placemaking. The project is bisected by the Feather River with its well-known and loved historic bridges, reservoir architecture, and scenic vistas. In addition, the north end of the project opens up views to Table Mountain Ecological Reserve. These view opportunities could be enhanced by including pedestrian plazas and viewpoints at key points within the project area, particularly to the north end of the historic Table Mountain Bridge and at the far northern limits of the project near Thermalito Canal. The City has also invested in public art along the corridor which could be expanded to other improvement areas.



CREATING SHADE FOR PEDESTRIAN, BIKE, AND TRANSIT USERS

Oroville, like many Central Valley and foothill communities, struggles with a hot, urban environment. Studies from the US Forest Service show that shade from natural sources, like trees, can lower ambient temperatures up to 19 degrees. Providing shade at transit stops and at regular intervals along the pedestrian sidewalk and Class 1 bike facility would improve conditions, and ultimately safety, for all users.



BALANCING THE NEED FOR SHADE TREES WITH OVERHEAD POWERLINES

Approximately 1.5 miles of the corridor is encumbered with overhead power on one side of the street and PG&E has strict guidance for trees placed under their powerlines. This means that existing, large shade trees impacted by construction may have to be replaced with small trees that do not provide as much shade. Part of this project could explore funding sources that will assist with undergrounding of powerlines to alleviate this conflict.



INCORPORATING STORMWATER PLANTERS AND FILTRATION OF RUNOFF FROM IMPERVIOUS SURFACES

When it comes, rainfall can be quick and intense. Incorporating green infrastructure into complete streets can slow the water flow, allowing time for standard storm drains to catch up with the intensity of the rainfall. The proper plant material and systems can be multi-purpose, for visual appeal and improving water quality. They also can be used to clean the runoff of leaves, trash, debris, and pollutants before entering more vulnerable bodies of water.



DESIGNING WITH LONG-TERM MAINTENANCE STRATEGIES IN MIND

Landscape architecture uses living construction materials to design and the City is investing heavily in this infrastructure. As such, it is key that we consider the upkeep requirements of material selections to help ensure that this living system is designed, not only for constructibility, but also with long-term maintenance in mind. This starts by engaging stakeholders in practical conversations about the future vision for the corridor. This often includes strategically selecting inert materials as part of the design to create texture and interest but also to minimize long-term costs.

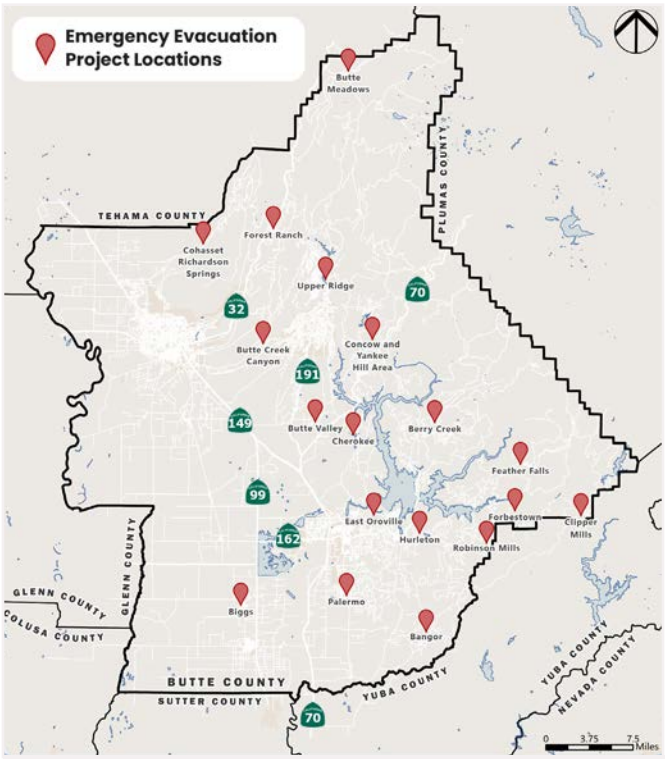
Placemaking for a complete street goes well beyond these fundamentals. **Landscaping, if used strategically, can help separate uses and guide users to proper crossing points thereby improving public safety and circulation.** Intersections and mid-block crossing can also be used to create public plazas and meeting spots. Placemaking can also be used to enhance a corridor through the careful addition of public art, street furnishings (benches and trash receptacles), and aesthetic features such as seatwalls, signage and pedestrian lighting.

EMERGENCY EVACUATION

Emergency evacuation is an important consideration for the community and we will incorporate essential elements in the design to support safety and efficiency. For this project, we will carefully integrate features that facilitate smooth and organized evacuations, including strategically placed median openings and a multi-use path that can accommodate temporary emergency vehicle traffic.

Our experience includes working on the Butte County Community Evacuation Planning Project, where we developed comprehensive evacuation planning strategies. By applying this expertise, we enhance the project's ability to support effective emergency response and evacuation when needed, and tie into the regional emergency evacuation plan.

We also recognize that medians may impede evacuation plans by restricting lane reversibility, limiting emergency vehicle access, and creating potential bottlenecks. To mitigate these challenges, we will work with the City to strategically place median openings. We will consider other options, such as using low profile medians with mountable curbs, to prevent unnecessary reduction in lane capacity or emergency maneuverability. These measures help maintain flexibility in evacuation scenarios while preserving the intended safety benefits of the separation.



Butte County Community Evacuation Planning Project

The proposed multi-use path will be designed with flexibility in mind, allowing for the temporary accommodation of vehicles, including emergency responders and evacuees, during critical evacuation scenarios. The multi-use path's structural section will be reinforced to support vehicular traffic, maintaining the path as an effective part of the overall evacuation plan when needed. We will also coordinate with utility owners to relocate facilities that may block emergency responders and the public during an evacuation.

RIGHT OF WAY

The project area presents several right of way (ROW) challenges as discussed below.

RESIDENTIAL IMPACTS

Improvements are primarily proposed along residential areas. Several sections of the corridor pass through older, historic neighborhoods where lots are fully developed, with buildings built close to, or up against, the public ROW. Many local businesses, establishments, and residences in these historic neighborhoods lack on-site parking or face ADA accessibility challenges due to topography, relying on the street for parking and access.



Historic neighborhoods in the project site are fully developed against the public ROW

CALTRANS COORDINATION

The Project will encroach into Caltrans ROW at the Oro Dam Boulevard intersection (SR 162), requiring coordination with Caltrans to obtain encroachment permit and other approvals. With the federal funds involved, the project will be subject to the Caltrans ROW Certification process. A Right of Way Data Sheet (RWDS) will be prepared for Caltrans concurrence. **Our team is well versed in this process and can help guide the City from inception to authorization.**

ROW ACQUISITION

Based on the currently available ROW mapping, the proposed improvements will require ROW acquisition for 60 parcels. Moreover, relocation of utility poles may require new easements. We expect the number of ROW acquisitions will be refined during the development of the 30% design with detailed ROW mapping. However, the ROW acquisition process lies on the critical path of the project, and we will need to work collaboratively with the City and property owners to identify and evaluate potential impacts and implement avoidance or minimization measures early to **avoid schedule delays and potentially costly rework during the ROW acquisition and PS&E phases**.

Prior to starting the ROW acquisition process, we will collaborate with the City to optimize the cross-section to minimize the ROW impact as much as practicable. Retaining walls will be considered at locations to reduce impacts to homes, businesses, parking lots and yards.

ROW PLANNING

Monument will work with the design and survey team in the planning phase to make certain the area required for the project is truly necessary. Monument will evaluate the potential ROW requirements, affected parcels and associated capital costs. At that point, we will complete a detailed per parcel budget that can be used as the basis for the ROW funds to provide cost certainty to support the ATP grant application and eventual request for ROW funds from Caltrans.

While the survey team is defining the existing property boundaries adjacent to the project area, Monument will begin to develop a project-specific ROW plan. This plan will provide a detailed scope, cost, and schedule for the project along with the various risk and quality control expectations. Roles and responsibilities will be defined, and key decision points and decision makers will be defined.

ROW CERTIFICATION

With all of the rights in-hand necessary for construction, Monument will prepare and submit to Caltrans, and FHWA, if necessary, a ROW certification form and other required documents in accordance with the Caltrans Right of Way Manual and FHWA requirements.

The schedule for ROW certification is dependent on availability of ROW funds that have yet to be obligated. Our proposed project schedule shows an anticipated award of grant funds for ROW and construction with ATP Cycle 8 in December 2026. The earliest ROW acquisition funds are anticipated to be available is June 2027. Therefore, ROW Certification is anticipated in August 2028 with RFA for construction prior to December 2028.

UTILITIES

One of the key aspects of the project is identifying the utilities within the project limits to determine if any relocation or adjustments are necessary. There is a need to relocate utility poles within the limits of the new multi-use pathway and sidewalks. Also, utility pole relocation may be required to keep the evacuation route clear during an emergency

Advancing coordination with PG&E for the relocation of utility poles in conflict with the multi-use pathway is critical, as completion of design and relocation by PG&E can take over one year to complete. Additional time to complete relocations of PG&E facilities can be required during construction if PG&E work crews are reassigned to emergency response projects elsewhere. To help save time, Mark Thomas will utilize the topographic and right of way surveys we completed during the prior phase of project development to initiate early coordination process with PG&E, as one of our early items of work.

A valuable lesson learned from our previous SR 162 Project is the importance of accurately mapping underground utilities and identifying the need for adjustment or relocation early in the design process to avoid complications during construction. To achieve this, we will employ more accurate methods to positively identify existing utilities within the project limits. Caltrans Project Development Procedures Manual (Ch. 17, Section 2–Utility Policies) requires positive location information for underground high-priority utilities (i.e., natural gas pipelines greater than six inches in diameter, or with normal operating pressures greater than 60 psig, and high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60 kV) if the project involves excavations greater than six inches deep beyond the existing roadbed limits or digging beyond the limits of the existing pavement structural section within the roadbed. These procedures must be applied to all Local Assistance projects.

As an optional service, our firm has subsurface utility exploration (SUE) capabilities to scan utilities that will locate and provide horizontal locations for underground utilities along the length of the project corridor. We are proposing to conduct potholing to supplement our utility mapping methods to provide positive identifications for underground utilities. It is anticipated that 40 potholes will be necessary. **This approach will help provide a smooth construction process and may lead to cost savings during construction.** Coordination with Caltrans Local Assistance will be required to prepare utility certification packages, including the Notice to Owner, Reports of Investigation, and Utility Agreements, for utilities requiring relocation. Timing preparation of utility certification documents is key and needs to be coordinated with construction funding deadlines and anticipated timeframes to complete the work to ensure utilities can be relocated in a timely manner.

ENVIRONMENTAL

Based on the preliminary environmental analysis conducted for the development of this proposal, key environmental issues to be addressed as part of this project are described below.

The environmental clearance involves completing the City's California Environmental Quality Act (CEQA) process and providing technical assistance to Caltrans Local Assistance Environmental staff as they complete Federal Highway Administration National Environmental Policy Act (NEPA) Delegation requirements.

Our environmental team led by Gallaway has long-established relationships with Caltrans Local Assistance technical reviewers, with recent experience processing roadway and similar complete streets projects. The project is anticipated to receive federal funds; therefore, the project will include environmental review and clearance for both CEQA and NEPA. With federal funding, the environmental process will involve the Caltrans Local Assistance Program as lead agency for NEPA. The City will act as lead agency for CEQA.

Based on our understanding, the planning and design schedule will be accelerated to better position the project for ATP Cycle 8 Grant funds. Therefore, we anticipate early preparation of the technical studies required for environmental review, concurrent with the preliminary design. Close coordination with the project team will make certain that refinements to the project design can be incorporated into the environmental analysis.

ENVIRONMENTAL TECHNICAL STUDIES

As the project runs through historic neighborhoods in the City of Oroville and involves potential acquisition of right of way from adjacent properties, we anticipate that an Archaeological Survey Report (ASR) will be needed to document the archaeological resources for compliance with NEPA and Section 106. This information would also support the CEQA Initial Study/Mitigated Negative Declaration (IS/MND). We will prepare a Historic Property Survey Report (HPSR) that summarizes the findings documented in the ASR and Historical Resources Evaluation Report (HRER), if required.

HISTORIC BUILT ENVIRONMENT RESOURCES

As indicated by the records search results obtained from the Northwest Information Center, built environment resources are present along the proposed trail alignment. Caltrans will likely require preparation of a HRER to evaluate the historical significance of any resources where a portion of its property boundary is included in the proposed project alignment or whose setting would potentially be affected by the project. Our team will prepare an Area of Potential Effects (APE) map to Caltrans standards which will include built environment resources in and adjacent to the project alignment. The project's limited potential to affect built environment resources will be taken into consideration and, wherever possible, these resources will be excluded from the APE. If research (subject to Caltrans concurrence) indicates that there will be no effect to built environment resources, an HRER will not be required.

ARCHAEOLOGICAL RESOURCES

No previously identified built environment historic properties are anticipated within the APE and it is anticipated no historic properties or archaeological resources will be identified as part of the HPSR effort. Therefore, no Finding of Effect will be necessary.

TRIBAL CULTURAL RESOURCES

Consultation with the Native American tribal representations will need to be conducted in compliance with Assembly Bill 52 and Section 106 of the National Historic Preservation Act. We will conduct a records search at the California Historical Resources Information System's Northeast Information Center located at Chico State University for previously conducted cultural resources studies and previously recorded resources that may occur within or adjacent to the project limits. We will contact the California Native American Heritage Commission with a request for a search of their Sacred Lands files and contact information for local Native American representatives.

BIOLOGICAL RESOURCES

We anticipate that a Natural Environment Study (NES) and a Delineation of Aquatic Resources will be required for compliance with NEPA if jurisdictional waters appear within the APE. The analysis from these studies would also be incorporated in the CEQA IS/MND.

Key biological topics include:

CREEKS, STREAMS AND RIPARIAN AREAS

The project alignment approaches the Feather River and Thermalito Canal, while crossing other streams between Oro Dam Boulevard and Mitchell Avenue that are potentially subject to jurisdiction by the USACE, CDFW, DWR, and Regional Water Quality Control Board (RWQCB). Permit applications from these agencies would be required for impacts to the water courses and if removal of trees and vegetation, which would be considered riparian vegetation, are necessary. Coordination with the design team will be conducted to avoid impacts that trigger regulatory agency permits for this project.

SEASONAL WETLANDS

In addition to the drainage crossings, it appears that there may be waters of the United States located on Table Mountain Boulevard in the vicinity of Mono Avenue and Jasmine Court, within the grasslands east of Table Mountain Boulevard. Impacts to this feature would also require permits from the Corps and/or RWQCB under Section 404 of the Clean Water Act.

We anticipate that Caltrans may require additional technical studies to address the following resources:

CONSTRUCTION NOISE, VIBRATION, AIR QUALITY AND COMMUNITY IMPACTS

Due to the project's proximity of potentially sensitive receptors, it is expected Caltrans will require preparation of Construction Noise and Vibration and Construction Air Quality Memos. A Community Impact Assessment Memo will be prepared to briefly discuss the project's consistency/compatibility with the existing and future land uses and plans that apply to the project area and identify the potential for the project to result in construction and long-term community impacts within the study area on businesses, and populations.

SECTION 4F

Section 4(f) protects publicly owned land of parks, recreational areas, and wildlife refuges and historic sites of national, state, or local significance on public or private land. Section 4(f) specifies that sites of national, state, or local significance may be used for federally funded projects only if:

- There is no feasible and prudent avoidance alternative to the use of such land; and
- The action includes all possible planning to minimize harm to 4(f) lands resulting from such use.

There are project improvements that will be constructed adjacent to and potentially encroaching within the Feather River Fish Hatchery and Oroville City Elementary School, which are considered Section 4(f) resources. A Section 4(f) analysis is required. As the project is anticipated to result in only temporary modifications to these resources in order to construct the proposed project improvements, we anticipate a Temporary Occupancy Memo will be required for NEPA.

HAZARDOUS MATERIALS

Based on Caltrans guidelines and previous experience working on similar projects with right of way acquisition, environmental concerns could pose a risk to project development, including pesticide residues from agricultural land uses, aerially-deposited lead (ADL) associated with historical car emissions prior to the elimination of lead in gasoline, and hazardous materials associated with rail corridors. Caltrans will likely require preparation of an Initial Site Assessment and potentially a Preliminary Site Investigation, including subsurface testing of soils along the proposed trail alignment to identify and evaluated potential effects associated with these hazardous materials.

VISUAL RESOURCES

The proposed project transverses potentially scenic resources. The project would construct a new multi-use pathway, sidewalks, landscape buffers and medians and pedestrian crossing improvements. While the majority of these improvements would be at-grade and would have limited visual impact to scenic resources along the corridor, Caltrans is anticipated to require preparation of a Visual Impact Memorandum to document visual issues associated with the project.

ENVIRONMENTAL DOCUMENTS

We understand that the proposed project will require preparation of a Categorical Exclusion (CE) for environmental compliance under NEPA. We will prepare an IS/MND for compliance under CEQA, based on the findings and evidence from the technical studies prepared above. In compliance with the Caltrans Local Assistance guidelines and manual for Federal Aid projects. We will closely follow the guidance of the Caltrans Standard Environmental Reference (SER) to ensure completeness of studies, address the potential concerns of reviewing agencies, and minimize the number of revisions and re-submittals to Caltrans to accomplish environmental approval in a timely manner.

ENVIRONMENTAL PERMITTING

If there are any impacts (i.e., permanent or temporary fill, excavation, etc.) to state- or federally-owned water, then permits will be required. If necessary, and as an optional task, our team will assist the City in obtaining the necessary regulatory permits for project construction, including a 1602 Streambed Alteration Agreement from the CDFW, 401 Water Quality Certification from the RWQCB, and a Nationwide Permit from the USACE in compliance with Section 404 of the Clean Water Act.

While the proposal identified an Environmental Review Record as a task, that is a term typically associated with NEPA CEs that are performed outside of the Caltrans Local Assistance process and we are assuming that the intent was to request an Environmental Commitment Record (ECR) Upon receipt of all environmental permits (if needed) and agreements, we will draft an ECR to document all mitigation measures, AMMs, conditions and requirements of the environmental permits. This document will be passed on to the engineering team as a live document so that the engineering conditions and requirements can be incorporated to the final PS&E.

PERMITTING AND COORDINATION

Successful project implementation will require coordination with multiple agencies to comply with regulatory requirements and project goals. Obtaining required permits from some agencies will also be necessary. Below we identify and discuss agencies that we will coordinate with for potential permitting.

CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR)

The Project will connect to existing bridges without impacting the approaches to the Feather River Bridge or the Thermalito Power Canal Bridge. However, it is anticipated that construction is required to connect the new sidewalk to the existing sidewalk on the Thermalito Power Canal Bridge and to conform to existing sidewalks at the driveway entrance to the Feather River Fish Hatchery. These buildings are part of the State Water Project operated by DWR. The Project will not modify existing hydrology, and the design will maintain the existing grade without major grading through the areas approaching the Thermalito Power Canal and Fish Hatchery driveway. Since the project impacts are minimal, an encroachment permit with DWR is anticipated.

No work is anticipated that would impact a Central Valley Flood Protection Board (CVFPB) facility. Therefore, no CVFPB permitting is anticipated for this project.

CALTRANS

The Project will encroach into Caltrans right of way at the Oro Dam Boulevard (SR 162) intersection, where proposed improvements include reconstruction of concrete curb, gutter, curb ramps, and signal modifications to address ADA accessibility requirements. This will require coordination with Caltrans to obtain an encroachment permit for construction. Our team has extensive experience collaborating with Caltrans District 3 staff to successfully secure encroachment permits and obtain other necessary approvals.

UTILITY COMPANIES AND AGENCIES

The relocation and adjustment of utilities will be necessary to accommodate the proposed improvements. This process will require close coordination with utility companies and agencies to identify potential conflicts and develop relocation plans. Early engagement with utility companies and agencies will help ensure a smooth process, compliance with regulatory requirements, and timely completion of the work.

BUTTE REGIONAL TRANSIT

Coordination with Butte Regional Transit, the operator of the B-Line bus service, will be necessary to address temporary bus stops and finalize design elements as well as necessary coordination during construction.

The following are the bus stops that are located within the project limits:

- Washington Avenue/Oro Dam Blvd
- Washington Avenue/Yard Street
- Table Mountain Blvd/Grand Avenue
- Table Mountain Blvd /Nelson Avenue
- Table Mountain Blvd/Flying Cloud Drive
- Table Mountain Blvd/Jasmine Court

Relocation or replacement of bus shelters/stops at Washington Avenue/Oro Dam Blvd, Table Mountain Blvd/ Grand Avenue, and Table Mountain Blvd/Flying Cloud Drive will be required to accommodate the project's proposed improvements. No additional bus stop amenities are planned with the project.

UPRR AND CPUC

Modification to the bridge over UPRR is necessary to accommodate the proposed improvements. The modification includes widening the existing bridge barrier, which requires replacing the barrier on both sides of the bridge. This work requires coordination with UPRR and CPUC. Coordination and approvals from UPRR can be a challenging process. **We have extensive experience coordinating and receiving approvals from UPRR and can anticipate the railroad's requests during a diagnostic meeting.**

UPRR PROCESS

Approval of a General Order 88-B (GO 88-B) application for the UPRR crossing will document the rail authority's and CPUC's acceptance of the project. Additionally, to construct the improvements, a construction and maintenance agreement between the City and UPRR will need to be executed. The construction and maintenance agreement finalizes approvals of all items coordinated and reviewed by UPRR. **The execution of the construction and maintenance agreement is required prior to construction and is the highest risk to the project schedule.**

We will also work closely with the Diagnostic Team, formed of UPRR and CPUC staff, and their consultants. Mark Thomas has built close relationships with the Diagnostic Team, and will leverage this experience to expedite railroad coordination and eliminate delays.

WORKING WITH THE UPRR PROCESS

As the schedule is highly impacted by UPRR and CPUC coordination, it is critical that rail delays be minimized. The flowchart below shows the steps needed to mitigate the risk of delays.

SUBMITTAL A
City submits a concept drawing to UPRR and the CPUC for review.

PRELIMINARY ENGINEERING (PE) AGREEMENT
UPRR requires an agreement with the City to allow UPRR staff to participate in the project and provide reviews. Based on project complexity, the reimbursement amount is expected to be $20,000 to $30,000.

FIELD DIAGNOSTIC MEETING
This meeting is required to discuss the City's intent to construct improvements with UPRR and CPUC. The Diagnostic Team will review the concept drawings and identify any improvements that UPRR may require.

CONCEPT DRAWING REVIEW
Based on the field meeting, revisions to the proposed conceptual improvements are submitted to UPRR and CPUC for review and acceptance.

UPRR PROJECT ACCEPTANCE
After reviewing the concept, UPRR will issue a project concurrence letter, which will be required to process the GO 88-B application.

ENVIRONMENTAL DOCUMENT
An adopted environmental document (assumed CEQA IS/MND) is required as an attachment to the GO 88-B.

CONSTRUCTION AND MAINTENANCE AGREEMENT
When all reviews (engineering and right of way) are complete, UPRR will draft an agreement for City review and execution.

GO 88-B SUBMITTAL
Completion of items above will allow the submittal of the GO 88-B. After a 45-day challenge period, the application is placed on the CPUC consent calendar for approval. An approved GO 88-B has a three-year shelf life to be completely constructed.

FUNDING ALLOCATION PROCEDURES

The City received $2.3M in Congestion Mitigation and Air Quality (CMAQ) and $190,000 in Highway Infrastructure Program (HIP) funds from BCAG for the preliminary engineering phase. The intent of the City and BCAG is to leverage these funds to secure grant awards for PS&E, right of way, and construction funds.

In 2024, Mark Thomas worked with the City to prepare three ATP Cycle 7 grant applications for the project. The overall project application scored a 91. While a great score, the limited ATP dollars in Cycle 7 impacted the success of the application. BCAG and the City attended the debrief on the application and notes are available.

Mark Thomas will utilize the ATP Cycle 7 application to pursue a Cycle 8 grant for the entire corridor. The application will pursue PS&E, right of way, and construction funds. We will update the narratives to address comments from the California Transportation Commission (CTC), highlight project attributes, and address new grant criteria. We will also prepare updated maps, as necessary, to address updated underserved communities criteria.

In addition to ATP Cycle 8, we will review other grant programs. We will work with the City to identify and prepare an additional grant application to expand our opportunities beyond the ATP. Potential programs include the Safe Streets and Roads for All program, Better Utilizing Investments to Leverage Development (BUILD) program, Local Partnership Program (LPP), and new Proposition 4 programs.

Our experience with the previous grant application will allow our team to expeditiously prepare the grant application.

The project already has federal CMAQ and HIP funding and is expected to include federal ATP funding. These funding sources require that we follow LAPM and LAPG procedures for requesting funds, which include the following documentation:

- Exhibit 3-A – Request for Authorization (RFA) package
  - Federal Transportation Improvement Program (FTIP) project listing
  - NEPA document
  - Exhibit 11-O – 23 CFR 667 Resiliency Evaluation Certification (new requirement)
  - Exhibit 9-D – DBE Contract Goal Methodology, if required
- Exhibit 25-A package
  - Exhibit 3-A RFA package
  - CTC programming action or California Transportation Improvement Program System (CTIPS) entry
  - CEQA document

It takes approximately two months to get on the CTC agenda for authorization of the funds. This needs to be included in the schedule to avoid any schedule delays. Mark Thomas has ongoing experience providing funding allocation support for state and federal programs, including most recently on the Pioneer Road Improvement Project for the City of Los Banos.

CONSTRUCTION STAGING

Construction staging is a critical component of the project and will be carefully considered throughout the preliminary corridor planning and early PS&E phases to identify the most effective staging options. AASHTO, Caltrans, NACTO, and relevant City plans will guide the development of initial cross-section layouts and detailed views to illustrate staging concepts for public and stakeholder reviews.

A well-planned construction staging approach is essential, particularly in managing roadway and driveway access impacts due to construction. Night work may be necessary in certain locations. Work in school zones will be planned around bell schedules to minimize disruptions to pick-up and drop-off areas. In historic neighborhoods, where residents depend on street parking, efforts will be made to mitigate parking loss as much as possible.

Noise impacts in residential areas will also be a key consideration, with strategies implemented to minimize disturbances through scheduling adjustments and mitigation measures.

Clearly communicating with stakeholders will create a shared understanding of construction phasing and driveway access plans. In areas requiring full pavement reconstruction, specialized staging techniques will be critical to maintaining business accessibility.

Coordination with Butte Regional Transit, the operator of the B-Line bus service, will be necessary to address temporary bus stops and finalize design elements as well as necessary coordination during construction. Bicycle and pedestrian accommodations or detours will be identified and reviewed early in the design process. Additionally, close coordination with UPRR will be crucial for modifications to the structure over the UPRR tracks.

Lessons learned from the SR 162 Mobility Improvements Project will be incorporated to optimize staging methods, considering geotechnical recommendations and addressing night work and noise concerns, particularly in residential areas.

SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT AND COMPLIANCE

TASK 1.1 PROJECT MANAGEMENT

Mark Thomas will provide ongoing general project management for this project, including coordinating subconsultant activities and submittals. General project management will also include organizing and maintaining files and records to track correspondence, contractual matters, data requests, transmittals, and other pertinent data. Mark Thomas will prepare monthly invoices including a monthly progress report and budget spreadsheet that will show current and previously billed tasks.

Mark Thomas will coordinate design activities with subconsultant team members and stakeholders through regular communication via telephone calls, emails, and other correspondence. We will also prepare, update, maintain, and distribute a Critical Path Method (CPM) schedule for task order activities. Schedule updates will be distributed on a monthly basis at a minimum. The initial schedule will be prepared for and approved by City staff at the outset of the project. The duration of this project is 32 months to prepare preliminary and final design packages and to provide support for public outreach efforts, utility relocations, right of way acquisition, and bidding. This duration does not include support during the construction phase of the project.

Mark Thomas will identify potential risks that could impact the project's schedule, budget, or scope. Mitigation strategies will be developed to minimize or eliminate potential impacts, ensuring project continuity and efficiency. All identified risks, assessments, and mitigation measures will be documented in a Risk Register for ongoing monitoring and management throughout the project lifecycle.

TASK 1.2 MEETINGS

Mark Thomas will attend a project kick-off meeting and monthly coordination meetings with the City as needed. In general, it is assumed these meetings will be attended via Microsoft Teams or another web-based meeting application. Coordination check-in meetings will include representatives from Mark Thomas, City staff, and other stakeholders as directed by the City. This task includes preparation of loose agendas and a log of action items. The project CPM schedule identified below will be distributed and reviewed during coordination meetings along with updates on various activities. Project development team (PDT) meetings with multiple project team, City staff, and stakeholders may take the place of the monthly coordination meetings when needed.

Mark Thomas will coordinate and attend up to forty (40) coordination meetings with the City and other agencies (i.e., Caltrans, DWR, and BCAG) to resolve technical issues.

Mark Thomas will participate and provide support for public workshops, property owner meetings, and City Council presentations as included elsewhere in this Scope of Work.

TASK 1.3 QUALITY CONTROL

The Mark Thomas Quality Control plan consists of established procedures for performing the work (which are re-assessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of required plan checks, design checklists, and methods of project documentation. Our QC/QA Manager will implement and maintain these quality control procedures during the preparation of plans and documents throughout design.

TASK 1.4 STAKEHOLDER DATABASE AND OUTREACH MANAGEMENT

As a subconsultant to Mark Thomas, AIM will attend a project kick-off meeting and up to 6 project team meetings. Other project management tasks may include providing strategic advice and counsel, attending other project-related meetings, monitoring team communications, and reviewing project materials and reports.

Public Engagement Plan

Before the start of the community engagement, AIM will submit a Community Engagement Plan to City staff for review, outlining a detailed schedule of events, social media outreach, outreach collateral, and CBO lists to meet with. AIM will ensure that the plan specifies a targeted engagement plan for disadvantaged and underrepresented communities throughout the planning process to ensure the project team understands their needs and incorporates their priorities into the plan.

AIM will develop and maintain a property owner/ stakeholder database throughout the project. This database will include stakeholder names, contact information, the preferred method of contact, and potential key concerns and/or areas of project interest. AIM will work with the City to identify key stakeholders and property owners as needed. AIM will document and respond to all electronic inquiries through email and social media channels.

Brochures, fact sheets, and flyers can be issued to educate the community about the project, advertise all activities and meetings, and provide notification of upcoming construction events. AIM will develop all materials utilizing a template consistent with the project brand, which can be easily updated, printed, and/or distributed electronically and placed on the project webpage. All materials will be translated into English, Spanish, Russian, and Ukrainian.

AIM will prepare and mail project information flyers to properties and tenants in the vicinity of the project up to two times during the project development to update the constituents of the project. The mailer will include, but is not limited to, project description, aesthetics, access issues, schedule, anticipated date for public meetings, and schedule. AIM will mail the postcard to residences and property owners in the vicinity identified by the City.

TASK 1.5 PUBLIC WORKSHOPS

AIM will coordinate and facilitate eight in-person public outreach meetings to the local community and adjacent residents and businesses. These stakeholders will be contacted early in the project development so that the appropriate modifications to the project can be included in the design. AIM proposes four (4) pop-up meetings and four (4) community/public meetings.

Key issues to address during the public meetings:

- Provide a project design update and any associated impacts
- Gather feedback on design
- Provide an update on the construction phase

Pop-up workshops can provide an opportunity to advertise the major touchpoints and to get early input before each engagement event. It is also an effective technique to meet the community where they are already gathering. Each pop-up workshop will occur at a community destination, local event, or high-pedestrian key shopping center. AIM recommends one round of two pop-up events during the early design phase and two during the final design.

AIM will plan, provide all supplies, and coordinate all logistics for the four pop-up workshops. AIM will develop engagement activities, board displays, interactive community engagement activities, informational fact sheets and brochures, and comment cards.

AIM will develop meeting content and format, coordinate logistics, and facilitate four community-wide in-person workshops. AIM will develop informational materials regarding the project for the meetings. AIM will record all comments and questions from the meeting and respond when appropriate while developing an FAQ list for the website. Attendees will be asked to sign in and provide their contact information and will be added to the notification distribution list. AIM will compile a meeting summary within 2 weeks of each meeting.

Notifications for Community Workshops (4)

AIM will coordinate with the City and the project team to ensure that each workshop is well-advertised. In addition, AIM will work with the City's existing communication channels to disseminate project information and ensure that the community is informed throughout the project's duration. AIM will provide content to the City for posting to the project webpage, calendar, and social media channels.

TASK 1.6 CITY COUNCIL PRESENTATIONS

Mark Thomas will assist City staff with the preparation for and execution of up to two (2) presentations to the City Council. City Council meetings will be scheduled to concur with development of the construction phasing plan and environmental clearance document and with development of the final design plan.

Anticipated team's roles and responsibilities:

- Mark Thomas and City staff will develop the purpose and desired outcome for the presentation
- Mark Thomas will attend the meeting and co-facilitate the discussion as needed
- Mark Thomas will prepare summary notes

TASK 1.7 FUNDING APPLICATION SUPPORT

Mark Thomas will prepare one (1) ATP Cycle 8 Grant Application anticipated to be released in June 2026, addressing debrief comments from the California Transportation Commission. We will prepare one (1) other state or federal grant application to be identified at a later date. The applications will be prepared in accordance to the grant program guidelines and requirements. The documents prepared for the applications will include narratives, vicinity maps, collision diagrams, striping plans, demonstrative exhibits, letters of support, and other application requirements. Mark Thomas will coordinate support with stakeholders as identified by the City. We will also package and submit the grant applications on behalf of the City.

DELIVERABLES

- Monthly progress reports and invoices (up to 32)
- Monthly CPM schedule updates (up to 32)
- Monthly Project Coordination Meeting Attendance (up to 32 meetings)
- Stakeholder Meeting Attendance (Up to 8 meetings)
- QC/QA Checklist (at milestone submittals)
- Public Engagement Plan
- Property Owner/Stakeholder Database

- Communication Collateral and Direct Mail (Up to 2)
- Pop-up Workshop Plan and Materials (Up to 4)
- Community Workshop/Public Meetings (Assume 4 events)
- Presentation at City Council (Up to 2)
- Risk Register (Updated at project milestones)
- ATP Cycle 8 Grant Application
- State/Federal Grant Application

TASK 2 DATA COLLECTION

TASK 2.1 PROJECT INITIATION AND SITE VISITS

Mark Thomas will coordinate the project kick-off meeting with the City and members of the design team to discuss the project background, scope, concepts, schedule, project management, potential stakeholders and issues, outreach opportunities, and expectations. Mark Thomas will provide a project information gathering checklist to collect data elements needed for the design, including GIS mapping information, City-owned facility maps, utility contacts, as-built and planned improvement drawings, and available traffic counts and speed studies.

The data gathering process will include a review of the existing site characteristics. Mark Thomas will conduct site visits and take photographic inventory of existing conditions to reference during the design process and make observations related to sight distance at pedestrian crossings, ADA compliance, and identify potential conflicts with existing utilities and privately-owned improvements within the public right of way. For estimating purposes, 2 days of site visits have been assumed to complete the field reviews. A photo log will be prepared and submitted to the City electronically.

TASK 2.2 SURVEY AND MAPPING

TASK 2.2.1 CONTROL SURVEYS

Mark Thomas will establish and set project control along Washington Avenue and Table Mountain Boulevard between Oro Dam Boulevard and Thermalito Power Canal. Horizontal project control will be based on the California Coordinate System of 1983 (CCS83), Zone 2, and the vertical datum will be based on NAVD88. Durable project control will be set with the intention of being used through the construction phase. Mark Thomas field crews will set up to twenty-four (24) ground control targets to support collection of Mobile Terrestrial Lidar Scan (MTLS) data. A control statement with point values and datums used will be provided.

TASK 2.2.2 RECORD LEVEL RIGHT OF WAY MAPPING

Mark Thomas will plot the existing right of way along Washington Avenue and Table Mountain Boulevard between Oro Dam Boulevard and Thermalito Power Canal (approximately 2.25 miles) based on record information shown on survey maps along with a sample of boundary monuments collected in the field. This task includes research for record maps and supporting documents conducted at the County, along with coordination with Caltrans.

TASK 2.2.3 TOPOGRAPHIC SURVEYS AND ORTHOIMAGERY

MTLS data will be collected along the project corridor (approximately 2.25 miles, from back of walk to back of walk or 10 feet past edge of pavement where no sidewalk exists). It is assumed data will not be needed along the Feather River Bridge, only at the beginning and end of the bridge. MTLS technology allows mass collection of design-level topography from a vehicle moving with traffic. This technology also allows a reduction in survey crew exposure to motor vehicles, thus increasing safety. From the MTLS survey, break lines and point features will be extracted and then compiled into an AutoCAD 2022 drawing with DTM. Topography will be shown at 50 scale with 1 foot contour intervals. As this will be a reference for design, it is assumed no sheets will be produced.

Mark Thomas has allocated up to ten (10) days (at 10 hours per day) of field crew time to conduct supplemental topographic surveys and collect data on above-ground surface-visible utilities and manhole structure inverts and flow direction along the project corridor. Supplemental topographic survey will be limited to 5 feet past the back of walk. From the LiDAR scan data and supplemental topographic survey, Mark Thomas will compile a topographic base map of the project corridor and create a surface, complete with break lines, to be used for design.

TASK 2.2.4 UTILITY MAPPING

Mark Thomas will perform Subsurface Utility Engineering (SUE) Quality Level D (QL-D) surveys. This will consist of retrieving a list of utility owners that may be affected by the project. Based on the list Mark Thomas will send out utility request letters ("A" letters) and conduct record research. Mark Thomas will then create and update a utility matrix for the project to track the status of record requests.

All mapping that will be obtained for this task will be sent to the design team and the matrix will be provided. Mark Thomas will follow up once with utility companies that have not responded and provide additional mapping received 60 days after A letters.

Mark Thomas will take the utility mapping provided and plot it into a utility base map. Underground utility mark-out and detection is excluded under this scope of work. Utilities will be drafted against above-ground surface-visible utilities collected during topographic surveys and updated once supplemental surveys are completed.

This task includes time for Mark Thomas field staff to collect locations of up to forty (40) potholes. Traffic control to complete recording pothole locations has been included in ODCs.

DELIVERABLES

- Photo Log of Site Conditions (provided electronically)
- Topographic Base Mapping
- Control Statement, Point values, and Datums
- Right of Way Mapping
- Utility Mapping and "A" Letters

TASK 3 ENVIRONMENTAL STUDIES AND DOCUMENTATION

TASK 3.1 PROJECT INITIATION, PROJECT DESCRIPTION, PES, AND FIELD REVIEW

As a subconsultant to Mark Thomas, Gallaway Enterprises (Gallaway) will attend a project kick-off meeting to discuss communication and information exchange protocols, review project work schedules, and confirm current project description applicability for use in all of the technical studies, CEQA/NEPA documentation, and permit applications. It is our experience from working on similar projects that use of a consistent project description in all technical studies facilitates efficiency, defensible data analysis, and consistent impact determinations during the permitting process.

Gallaway will help the project team develop an Area of Potential Effects (APE) map. Gallaway will prepare the Preliminary Environmental Study (PES) forms and attend the field review meetings. This task will include:

- Database research (FEMA, GeoTracker, species lists, air quality, etc)
- Initial mapping
- Conducting field visits to each site to conduct preliminary field investigations of environmental resources
- Obtaining current photographs
- Developing initial determinations on the types and level of impacts required to complete a PES form

The draft PES forms will be circulated to the project team and then to Caltrans for review and approval. Some of the technical documentation that is assumed for the proposed project may be different than what is required by Caltrans. Therefore, if there are differences between assumptions and requirements identified in the approved PES, re-scoping may be required.

Mark Thomas will prepare Field Review forms to include with the Field Review and PES package submitted to Caltrans. We will prepare:

- Exhibit 7B–Field Review Form
- Exhibit 7C–Roadway Data Sheet
- Exhibit 7G–Field Review Attendance Roster
- Exhibit 13E–Preliminary Engineering Right of Way Checklist

Field Review forms will be updated based on Caltrans comments received from the Field Review and resubmitted with the updated PES for Caltrans' approval.

TASK 3.2 TECHNICAL STUDIES

TASK 3.2.1 NATURAL ENVIRONMENTAL STUDY

Gallaway will prepare a draft Natural Environmental Study (NES) for the APE. The NES document will be prepared taking into consideration the information obtained from the respective wetland delineations, field surveys, project specific impacts, and mitigation. Gallaway will ensure that surveys are conducted within the appropriate survey windows even if the project description is not finalized.

Gallaway will document all vegetation communities and plant species observed on-site. The NES report will follow Caltrans' most recent guidance and document formats. Project plans must be completed to the degree that impacts to waters of the United States (WOTUS) and native trees can be accurately estimated. Gallaway assumes that Mark Thomas will identify tree locations and DBH on the design plans.

TASK 3.2.2 DELINEATION OF AQUATIC RESOURCES

Delineations of Aquatic Resources are required if jurisdictional waters occur within the APE. It appears that there may be WOTUS located on Table Mountain Boulevard in the vicinity of Mono Avenue and Jasmine Court. All WOTUS that meet the USACE criteria will be delineated within the APE. All wetland resources will be mapped and typed according to USACE Feb 2016 standard mapping standards. A formal Delineation of Waters of the U.S. and Aquatic Resources report per the 1987 Wetland Delineation Manual and Regional Supplement to the USACE Wetland Delineation Manual: Arid West Region (2008, version 2) will be submitted to the client.

The Delineation of Waters of the U.S. will be considered draft until the USACE provides a jurisdictional determination. The delineation report will also be compliant with the following regulatory guidance documents and standards:

- A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States, August 2008
- Map and Drawing Standards for the South Pacific Division Regulatory Program, February 2016
- September 2008 Regional Supplement to the USACE Wetland Delineation Manual: Arid West Region (version 2.0)
- USACE Minimum Standards for Acceptance of Aquatic Resource Delineation Reports, January 2016

TASK 3.2.3 ARCHAEOLOGICAL SURVEY REPORT AND HISTORIC PROPERTIES SURVEY REPORT

Gallaway will coordinate with sub-contractor Genesis Society to prepare the Archaeological Survey Report (ASR) and Historic Properties Survey Report (HPSR) documentation for the project site. This will include:

- Conducting Records Searches involving Records maintained by the Northeast Information Center (NEIC) at CSU, Chico
- Consulting with the Native American Heritage Commission regarding Sacred Land listings and with local Native American representatives for information they may provide concerning prehistoric sites and possible traditional use areas within or near the APEs
- Conducting pedestrian archaeological survey (for prehistoric and historic archaeological sites) within the APEs
- Preparation of an ASR and HPSR documentation, including relevant Primary Records (State DP 523 forms) for prehistoric and historic-era archaeological sites identified during the pedestrian field survey
- Delivery of final inventory reports to NEIC and Gallaway

In the event that additional architectural documentation in the form of an Historic Resource Evaluation Report (HRER) is identified as a requirement from Caltrans during the PES process, additional scoping and task identification will be required. Gallaway will coordinate and facilitate the review of documents between Mark Thomas, Caltrans, and the City.

TASK 3.2.4 VISUAL IMPACT ASSESSMENT (VIA) TECHNICAL MEMO

Gallaway will prepare a VIA questionnaire which calculates a score based on general inputs and provides a scale to determine the appropriate VIA level. It is assumed that the resulting VIA questionnaire score will be equal to or less than 28 resulting in the applicability of the use of a VIA Memo.

Mark Thomas will prepare a draft and final VIA Memo for improvements related to the landscape and visual conditions of the corridor within the project limits. The memo will include a description of existing conditions and site setting, and provide recommendations regarding plant types, placement, physical character, and visual impacts of landscape improvements. The VIA Memo will document the existing visual quality of the surrounding environment and will include up to two (2) key views with two photo simulation alternatives for each key view, and up to two (2) illustrative sections. Other visualization exhibits may be required to illustrate the proposed project alternatives, evaluate the expected visual change caused by a project, assess public reaction to the expected change, identify visual impacts, and recommend measures to avoid, minimize or mitigate adverse visual impacts. These additional exhibits may be added as an optional service.

TASK 3.2.5 COMMUNITY IMPACT ASSESSMENT MEMO

Gallaway will prepare a Community Impact Assessment Memo (CIM) in accordance with the Caltrans Volume 1, Chapter 24 of the Standard Environmental Reference (SER). While similar to a Community Impact Assessment, a CIM can be used to simply state there are no community issues or resources of concern in the project area. It can also state that community resources exist, but studies show there are no, or minimal, potential impacts from the project.

TASK 3.2.6 INITIAL SITE ASSESSMENT

As a subconsultant to Mark Thomas, Crawford will prepare an Initial Site Assessment (ISA) to evaluate the Washington Avenue and Table Mountain Boulevard alignment (project alignment) and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the project. The ISA will include Washington Avenue from Oro Dam Boulevard at the southern limit to Montgomery Street, and Table Mountain Boulevard between Riverview Terrace Drive and County Center Drive at the northern limit. The Feather River Bridge is not included in this alignment. The ISA will be prepared in accordance with the procedures set forth in ASTM E1527-21 and Caltrans' Standard Environmental Reference, Chapter 10, and will include the following elements.

Physical Setting Review

The ISA review will include a summary of geologic conditions (including faulting and naturally occurring asbestos, if applicable) underlying the subject property or in the project site vicinity, based on readily available geologic mapping from the US Geological Survey and the California Geological Survey; and a summary of hydrogeologic conditions (including depth to groundwater and regional groundwater flow, if readily available) based on information from websites maintained by the State of California.

Historical Land Use Review

Environmental Risk Information Service (ERIS) will provide historical aerial photographs, historical USGS topographic maps, city directories, and Sanborn fire insurance maps (where available) for the subject property and vicinity. Crawford will review this information to develop a history of general property uses for the subject property and surrounding parcels back to the subject property's first development, or 1940, whichever is earlier.

Records Review

ERIS will also conduct a computerized search of reasonable, ascertainable, federal, state, local, and tribal environmental agency database records. These database records will be reviewed for information pertaining to the subject property, and properties within ASTM standard search radii applicable to each database. The databases searched will include, at a minimum, all databases specified in ASTM E1527-21.

Site Reconnaissance and Sample Collection

Crawford will perform a driving and walking reconnaissance of the subject parcel and vicinity to observe current conditions. Conditions on adjacent parcels will be observed from the public right of way. The reconnaissance will include observations of geologic, hydrogeologic, and topographic conditions; uses and storage of hazardous materials and wastes within and adjacent to the project alignment; and general conditions with regard to the presence of underground and above ground storage tanks, drums, wells, electrical equipment, stockpiled soil, vegetation, odors, and sewage/waste disposal, as appropriate.

Crawford will also collect soil samples to screen for aerially-deposited lead in soil along the shoulders of Washington Avenue and Table Mountain Boulevard. Samples of native soil will be collected immediately adjacent to ADA ramps scheduled for replacement, or from existing sidewalk gaps. Crawford will mark sample locations for USA/811 clearance during the ISA site reconnaissance.

A Crawford sampling technician will return to the site to collect soil samples from up to twelve locations along Washington Avenue and twelve locations along Table Mountain Boulevard. Soil samples will be collected at depths of 0-6", 12"-18", and 24"-30" below ground surface (total of 54 soil samples). Samples will be collected with a hand auger. All samples will be analyzed for total lead by EPA Method 6010, and six samples (two from each street) will be analyzed for pH by EPA Method 9045. Samples with total lead concentrations that exceed 50 milligrams/kilogram will be further analyzed for soluble lead using the WET and TCLP methods. For budgeting purposes, we assume that 18 soil samples will require additional analysis for soluble lead. Analytical results will be included in the ISA Report.

Interviews

Where warranted by observations and data, Crawford will make reasonable attempts to interview current and past property owners or tenants of adjacent properties, if from the property of the project alignment environmental impact is suspected, where names and contact information are provided. Crawford many also contact City or Butte County Environmental Health Department to inquire about knowledge pertaining to the project alignment or properties in the site vicinity, as warranted by the findings and reconnaissance.

Report of Findings

An ISA report documenting our assessment will be prepared. The report will include, but not necessarily be limited to, the following:

- Description of the subject property and vicinity
- Summary of the physical setting, local geologic conditions, and hydrogeologic conditions
- Summary of the historical record review and historical site usage
- Findings from the records review
- Site reconnaissance observations
- Interview results
- Photographs of significant items of environmental concern observed during the site reconnaissance (if any)
- Findings, Opinions, and Conclusions on potential impacts, including a summary of RECs, and a discussion of significant data gaps and data failures
- Recommendations, as warranted by the findings for additional investigation and/or sampling for potentially hazardous materials

TASK 3.3 CEQA/NEPA DOCUMENTATION AND ENVIRONMENTAL COMMITMENT RECORD

Gallaway will provide CEQA and NEPA services as well as assistance with responding to public and agency comments. Based on our understanding of the proposed project a §1502(c) CEQA Categorical Exemption is the appropriate level of CEQA review. Gallaway will provide assistance and peer review on the Categorical Exemption/ Notice of Exemption process. We see our role in this process as providing a draft Notice of Exemption form for City staff to sign, as the City can typically process Categorical Exemptions without outside assistance.

In regards to NEPA clearance, Caltrans, as the FHWA designated Lead Agency, typically handles all NEPA documentation utilizing supporting technical studies such as the NES and the ASR/HPSR. Gallaway will ensure that all technical studies comply with Caltrans and NEPA standards.

While the proposal identified an Environmental Review Record as a task, that is a term typically associated with NEPA CEs that are performed outside of the Caltrans Local Assistance process and we are assuming that the intent was to request an Environmental Commitment Record (ECR). Upon receipt of all environmental permits and agreements, Gallaway will draft an ECR to document all mitigation measures, AMMs, conditions, and requirements of the environmental permits. This document will be passed on to the engineering team as a live document so that the engineering conditions and requirements can be incorporated.

TASK 3.4 ENVIRONMENTAL PERMITTING (OPTIONAL)

Environmental permitting is currently not included in the scope of work for the project. If necessary, and as optional tasks to be completed for an additional fee upon approval from the City, Gallaway will provide the following tasks:

TASK 3.4.1 CLEAN WATER ACT & USACE PERMIT FACILITATION

Gallaway assumes that the proposed project will require a Clean Water Act (CWA) § 404 Permit from the USACE. Projects of this nature are generally covered by Nationwide Permit (NWP) 14 (Linear Transportation Projects). NWP 14 applies to activities required for the construction, expansion, modification, or improvement of linear transportation project in WOTUS. Currently, for linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than ½ acre of WOTUS. Gallaway will prepare the appropriate USACE permit application based on 60% design and when it becomes available. In the event that impacts to WOTUS are less than 1/10 of an acre there may be the opportunity to process the §404 permit under what is referred to as a non-reporting NWP.

TASK 3.4.2 CLEAN WATER ACT & 401 REGIONAL WATER QUALITY BOARD CERTIFICATION FACILITATION

Gallaway will prepare the §401 permit application for a Water Quality Certification from the Regional Water Quality Control Board (RWQCB). The submittal will include the current §401 Certification application form, the RWQCB fee calculator spreadsheet, an alternatives analysis (see below), a copy of information that will be submitted as part of the §404 permit application, and CEQA Compliance/Notice of Determination.

Pre-application consultation will be conducted to determine if any additional information will be required by the RWQCB. If any additional information is determined to be required by the RWQCB (information to augment the alternatives analysis), re-scoping may be necessary. Gallaway will serve as the City's representative during the application review process. Fees and scope for this task are based on current regulations in effect on the date of this proposal. If the RWCQB requests additional information after submittal of the permit, a re-scope will be required.

The application must also demonstrate the project is the Least Environmentally Damaging Practical Alternative (LEDPA).

To determine the LEDPA, the applicant must conduct an alternative analysis that involves a review of both off-site and on-site alternatives (depending on the level of impacts) to demonstrate that the proposed project is the LEDPA. We assume that the project fit within the Tier 1 level of impacts and associated analysis. The City will be responsible for all RWQCB application fees, which are not included in this scope of work.

TASK 3.4.3 SECTION 1602 STREAMBED ALTERATION AGREEMENT FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

Under the assumption that there are impacts to aquatic features and/or vegetation that are regulated by CDFW, Gallaway will prepare the §1602 Streambed Alternation Agreement (SAA) application for submittal to CDFW via the Environmental Permit Information Management System (EPIMS) portal. The CDFW requires that construction drawings, as applicable, are a minimum of 60% complete and must accompany the permit application.

Prior to submission of the permit application, Gallaway may need to conduct a site visit with CDFW to verify that all desired information is included in our submittal. The cost of one site visit is included in our estimate. The submittal typically includes the §1602 SAA application form, copies of the USACE and RWQCB permit applications, and CEQA Compliance/Notice of Determination. Gallaway will serve as the City's representative during the application review process. Our cost estimate and scope for this task are based on current regulations in effect on the date of this proposal. The City will be responsible for all CDFW application and mitigation fees, which are not included in this proposal.

TASK 3.4.4 COMPENSATORY MITIGATION FACILITATION

In order to fulfill the terms and conditions of the 404, 401, and 1602 permits and agreements, compensatory mitigation will likely be required. Gallaway will work with Mark Thomas and the City to identify available options to purchase credits which may be in the form of a private mitigation bank, proponent sponsored mitigation or the National Fish and Wildlife Foundation (NFWF).

DELIVERABLES

- Draft and Final APE
- Draft and Final PES
- Draft and Final Field Review Forms (Exhibit 7B, Exhibit 7C, Exhibit 7G, Exhibit 13E)
- Draft and Final NES
- Draft and Final Delineation of Aquatic Resources
- Draft and Final ASR/HPSR Document
- Draft and Final VIA Technical Memo, including Key View Map, Two (2) Photo Simulations, and Two (2) Illustrative Sections
- Draft and Final Community Impact Assessment Memo
- Draft and Final ISA Report
- Draft CEQA Notice of Exemption Form
- Draft ECR
- Draft and Final Permit Applications (Optional)
- 401 Pre-Application and Permit Application (Optional)
- 1602 SAA Application Submitted via EPIMS (Optional)

TASK 4 UTILITY COORDINATION

TASK 4.1 PREPARE CONFLICT MAPPING

Mark Thomas will utilize the preliminary utility mapping developed in Task 2.2.4 to prepare utility conflict maps ("B" Plans) and coordinate relocation designs with the affected owners and will prepare "C – Notice to Owner" letters notifying the utilities of the pending construction. Should any relocations of private utility facilities be required, it is assumed that these designs will be provided by the private utility company. Mark Thomas will request a claim of liability letter from utility owners with facilities within the project limits requiring relocation.

Mark Thomas will make recommendations for potholing locations.

TASK 4.2 UTILITY COORDINATION MEETINGS

Mark Thomas will coordinate and hold Utility Coordination Meetings with the City, Design Team, and impacted utility companies.

TASK 4.3 MISC. UTILITY DOCUMENTATION

Mark Thomas will prepare a Report of Investigation and Notice to Owner for each utility company with facilities in the project limits following Chapter 14 of the Caltrans LAPM. Mark Thomas will coordinate with Caltrans District Utility Coordinator for review and approval prior to sending documents to the utility owners. Mark Thomas will prepare any required utility agreements if funds are exchanged or the City is liable for any portion of the relocations. Mark Thomas will also complete the utility portion of the right of way certification.

TASK 4.4 POTHOLING OF UTILITIES

Utility potholing may be required to identify potential conflicts with underground facilities and allow for advance coordination for design and scheduling of utility relocations needed by others (i.e., PG&E and AT&T) to construct the project improvements. Potential conflicts requiring the raising/lowering or relocation of existing utilities include the relocation and reconstruction of existing storm drain facilities, and relocating or adjusting utility boxes and covers to grade for new sidewalks and medians. Mark Thomas will select and utilize a qualified potholing company to provide positive horizontal location and verification of depth of existing subsurface utilities at locations identified as potential conflict points with the project.

Mark Thomas will perform potholes as part of this scope of services. For budgetary purposes, we have estimated potholes at up to 40 locations. However, the overall number of potholes may change due to the presence of underground utilities identified during the utility mapping task. Due to the congested nature of the corridor, it is assumed that each pothole will cost $2,000 with needed traffic control and pavement restoration. Positive verification of existing utilities will still need to be conducted by the contractor at the start of construction to verify the locations and depths of existing facilities.

Mark Thomas shall task a field crew to survey the location of potholed utilities and provide the horizontal and vertical location of the reference points set by others (potholer) as described in Task 2.2.4 of the Scope of Work. This data will be updated in the utility base map and provided to the engineering team to facilitate design. It is assumed that field crews will mobilize after all potholes have been completed.

DELIVERABLES

- Utility Conflict Maps
- Utility "B" and "C" Letters
- Claim of Liability Request
- Utility Coordination Meeting Agenda and Minutes (6)
- Report of Investigation (ROI)
- Notice to Owner (NTO)
- Utility Agreements
- Right of way Certification (Utilities)
- Utility Potholes and Reports (Up to 40)

TASK 5 RIGHT OF WAY PHASE & DETERMINATION

TASK 5.1 ROW REQUIREMENTS

As a subconsultant to Mark Thomas, Monument will review the right of way analysis prepared with the 30% design, and coordinate with the Mark Thomas team to identify potential right of way acquisitions resulting from updated designs. Additionally, Monument will update information about existing conditions including ownership, land use, tenants, and existing encumbrances on affected properties. This will help the design team identify, and potentially avoid costly or long-lead acquisitions where possible.

The specific steps Monument will take to determine impacts and estimate costs are as follows:

1. Review the right of way requirements identified by the design team
2. Use publicly available data and other real estate resources to confirm the ownership, land use, zoning, lot size, and improvements for each affected property
3. Calculate the fee and/or easement area that will need to be acquired for each impacted property using data from the design team and assessor parcel boundary information
4. Perform a desktop inspection of properties to confirm the probable acquisition type (full, partial, temporary, etc.) including identifying existing uses to be relocated (if any).
5. Estimate the total capital cost of acquisition for all parcels including real estate costs, relocation assistance, severance damages, loss of goodwill, fixtures and equipment, demolition, and clearance
6. Estimate the total support cost for all parcels including appraisal fees, condemnation costs, title and escrow fees, environmental fees, and consultant fees as necessary
7. Escalate costs to anticipated right of way acquisition date
8. Document proposed acquisitions and resulting costs in a Right of Way Data Sheet (Exhibit 17-EX-21 from the Caltrans Right of Way Manual) for each alternative.
9. Incorporate Utility Relocation Costs prepared by Mark Thomas into the Data Sheets
10. Update and finalize the Data Sheets based on feedback from the Mark Thomas Team and the City

Right of way information gathered during preparation of the cost estimate will also be used to support preparation of the Environmental Document as needed.

TASK 5.2 ROW RETRACEMENT (OPTIONAL)

Mark Thomas will conduct boundary surveys for up to sixty (60) parcels along the right of way of Washington Avenue and Table Mountain Boulevard between Oro Dam Boulevard and Thermalito Power Canal. The right of way and side lot lines will be delineated based on record maps, vesting deeds, and an analysis of encumbrances, easements and other supporting documents discovered in preliminary title reports. Field surveys will be conducted to locate monuments of record and other physical evidence that can be used to retrace the existing right of way and side lot lines for parcels identified for acquisition. Cost to obtain up to sixty (60) preliminary title reports has been included in ODCs.

TASK 5.3 APPRAISAL EXHIBITS (OPTIONAL)

As an optional task to be completed for an additional fee upon approval by the City, Mark Thomas will draft 11"x 17" appraisal exhibits showing the existing right of way and easements, property owner and APN, acquisition lines and take area in square feet and acreage (if applicable) . Mark Thomas will draft appraisal exhibits for each of the sixty (60) parcel impacted by the project.

TASK 5.4 LEGAL DESCRIPTION AND PLATS (OPTIONAL)

As an optional task to be completed for an additional fee upon approval by the City, Up to sixty (60) legal descriptions and 8.5"x11" plat will be drafted for permanent acquisition and another sixty (60) will be drafted for temporary construction easements. Legal descriptions and plat maps will undergo two technical reviews with the City before being signed and stamped by a Mark Thomas licensed land surveyor.

TASK 5.5 APPRAISALS (OPTIONAL)

As an optional task to be completed for an additional fee upon approval by the City, Monument will conduct appraisals to support property acquisitions for the project. All appraisals and appraisal reviews for the acquisition of real property will be prepared in accordance with the 49 CFR Part 24 and with the Uniform Standards of Professional Appraisal Practice (USPAP). A single "self-contained" appraisal report will be prepared for each property acquisition that will contain relevant project-related data, subject property information, market comparable, and an analysis of the appraiser's value conclusions.

During the appraisal process, Monument will be responsible for the following procedures:

- Prepare appraisal scope, fees, and timing on a property-by-property basis
- Issue appraisal notices to property owners
- Conduct field reviews of property issues with appraisers
- Make weekly contact with appraisers to update progress
- Review appraisals for quality; request changes/additions as necessary or based on preliminary communication with the City
- Complete memo indicating appraisal received and forwarding for review

Appraisals will be prepared in accordance with USPAP requirements, and, at a minimum, contain the following requirements:

- Adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property)
- Items identified as personal property
- Statement of the known and observed encumbrances, if any, location, zoning, present use, an analysis of highest and best use, and at least a five-year sales history of the property
- All relevant and reliable approaches to value consistent with established federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there is to be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
- A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source, and method of financing, and verification by a party involved in the transaction.
- Statement of the value of the real property to be acquired and, for a partial acquisition, a statement of value of the damages and benefits, if any, to the remaining real property where appropriate.
- The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

TASK 5.6 APPRAISAL REVIEW (OPTIONAL)

As an optional task to be completed for an additional fee upon approval by the City, Monument will conduct appraisal reviews to support property acquisitions for the project. Review appraisals will be provided for each appraisal, in accordance with state and federal law and City policy as required. The review appraiser will, as appropriate:

- Identify the reviewer's client and intended users, the intended use of the reviewer's opinions and conclusions, and the purpose of the assignment
- Identify the following:
  - Subject of the appraisal review assignment
  - Effective date of the review
  - Property and ownership interest appraised (if any) in the work under review
  - Date of the work under review and the effective date of the opinion or conclusion in the work under review
  - Appraiser(s) who completed the work under review, unless the identity was withheld
- Identify the scope of work to be performed
- Develop an opinion as to the completeness of the material under review, given the scope of work applicable in the assignment
- Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the scope of work applicable in the assignment
- Develop an opinion as to the appropriateness of the appraisal methods and techniques used, given the scope of work applicable in the assignment, and develop the reasons for any disagreement
- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, given the scope of work applicable in the assignment, and develop the reasons for any disagreement

Review appraisals will be forwarded to the City for establishment of just compensation prior to the preparation of offers to acquire the proposed land rights for the project.

TASK 5.7 ACQUISITION AND NEGOTIATION (OPTIONAL)

Based on our understanding of the project and information provided by the City, Monument assumes that the Project will require the acquisition of property rights from up to sixty (60) parcels. As an optional task to be completed for an additional fee upon approval by the City, Monument will provide all acquisition services required for the City to purchase the right of way required to construct the Project. All tasks will be performed in accordance with applicable federal, state and local regulations, and the City's internal policies and procedures.

Specifically, Monument will:

- Provide all acquisition services in a timely, efficient manner and at a reasonable cost. Work shall be performed in accordance with all applicable federal, state, and local regulations
- Coordinate and manage the acquisition process with the City, legal counsel, design team, property owners, and tenants along with the title company, appraisers, and other consultants to maintain effective cross-discipline communications

- Review right of way plans, appraisal reports, title reports, appraisal maps, and legal descriptions and all other pertinent documents
- Prepare acquisition offer packages consisting of the City's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of amount of Just Compensation, plat maps and legal descriptions, and Title VI Information
- Monument's acquisition agent will meet personally with each property owner to present the City's purchase offer, explain the project design requirement, and inform him or her of the City's right of way acquisition process
- Negotiate personally in good faith with each property owner, his/her agent or representative and discuss the valuation of the property interests, gather information for consideration, and address any questions or concerns that may arise during the acquisition process
- Establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to the City's specifications
- Promptly transmit executed documents (acquisition agreements, executed deeds, rental agreements, statements of information, offset statements, and the like) to the City for acceptance and processing. A report summarizing the pertinent information relative to the transaction will be included
- Prepare and submit a Letter of Recommendation to the City for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation
- Coordinate opening of escrows, assist the escrow company in obtaining additional documentation as necessary to provide clear title to the City, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. We will serve as liaison between the title company, escrow holder, and the City
- Recommend condemnation action when negotiations have reached an impasse. The required justification will be submitted in writing to the City. Our primary goal will be to reach an acceptance of the offer with each property owner. We will work with the City in recommending solutions to achieve acceptance of the offer.
- Perform any other normal procedures and processes to implement the acquisition assignment and provide any other supporting information and/or correspondence required by the City.
- Provide bilingual acquisition agents, if necessary.
- Prepare all applicable forms, secure property owner's approval and signature and submit the forms to the City for review and acceptance.
- Upon completion of the acquisition process for each property or property interest, or at project completion, Monument will provide the City with the original acquisition file as well as electronic copy of files for future audit purposes.

DELIVERABLES

- Right of Way Data Sheet
- Right of Way Exhibits
- Preliminary Title Reports (Up to 60)
- Up to 60 Appraisal Exhibits (Optional)
- Up to 60 Legal Descriptions and Plats for Permanent Takes and Up to 60 TCEs (Optional)
- Up to 60 Appraisal Reports (Optional)
- Up to 60 Appraisal Reviews (Optional)
- Up to 60 executed Agreements and Deeds/Easements (Optional)

TASK 6 PRELIMINARY ENGINEERING STUDIES

TASK 6.1 TRAFFIC ANALYSIS

As a subconsultant to Mark Thomas, Fehr & Peers will manage the traffic analysis and maintain close contact with City staff and the engineering team throughout the project design phase. The following scope of work reflects this level of effort.

TASK 6.1.1 DATA COLLECTION

Fehr & Peers will collect multimodal (auto, pedestrian, and bicycle) traffic counts to document the existing intersection and corridor volumes and to inform potential roadway reconfiguration alternatives developed in a later phase of the project. Prior to scheduling counts, we will confirm the locations and types of data collection with City staff. We anticipate collecting the following:

- **Daily Hose Counts:** Daily volume, vehicle classification, and travel speeds for all vehicles over a 32-day weekday period and a Saturday period (a total of 72 hours) using pneumatic hoses at up to 5 locations along the corridors.
- **Peak Period Multimodal Intersection Turning Movement Counts:** Weekday AM, weekday PM, and weekend midday peak period intersection multimodal turning movement counts at up to 5 intersections along the corridors.

- **Big Data:** Larger data sets from mobile phones and connected vehicles can help supplement traditional traffic counts by providing averages across weeks, months, or seasons rather than a few days. Streetlight Data provides connected vehicle data sourced from cars that support location tracking via GPS to estimate vehicle volumes and origin and destination data.
- **Field Observations:** During weekday AM, weekday PM, and weekend midday peak periods along the corridor, including intersection operations, queuing, and multimodal behavioral patterns.

TASK 6.1.2 EXISTING INTERSECTION OPERATIONS ANALYSIS

Fehr & Peers will develop an existing conditions SimTraffic microsimulation model for Washington Avenue and Table Mountain Boulevard from County Center Drive to SR 162.

Fehr & Peers will perform a level of service analysis for the weekday AM, weekday PM, and weekend midday peak periods using the SimTraffic software. For stop-controlled or signalized intersections, SimTraffic is the preferred analysis tool as it accounts for the effects of vehicular queuing on adjacent intersection operations, traffic signal timing, pedestrian travel, and other influences that can affect delay and queuing. We will provide PDF reports of the results and the SimTraffic files if requested by the city.

This task includes a review of the traffic signal as-built plans and existing infrastructure to determine what potential traffic signal equipment, software, and hardware upgrades may be considered as part of a preferred alternative.

TASK 6.1.3 ROUNDABOUT FEASIBILITY ANALYSIS (OPTIONAL)

Fehr & Peers will assist Mark Thomas in evaluating the feasibility of roundabouts at up to 3 locations. We will use data collected as part of the above Data Collection effort to perform an operational analysis of the roundabouts to determine the number of approach lanes necessary for roundabouts. This work will inform geometric feasibility to be performed by Mark Thomas. Fehr & Peers will provide recommendations for configuration and location of pedestrian and bicycle facilities including markings, curb ramps, splitter islands, and signage related to roundabouts.

We will utilize SIDRA software for Highway Capacity Manual (HCM) 6th Edition and SIDRA Standard methods to perform this analysis. We will perform this analysis for the weekday AM, weekday PM, and weekend midday peak hour scenarios.

TASK 6.1.4 PEDESTRIAN CROSSING IMPROVEMENTS OPPORTUNITIES (OPTIONAL)

If requested, Fehr & Peers will review the count data collected for the crosswalks along the corridor to assess where pedestrian crossing improvements may be recommended to address crossing pedestrians and bicyclists.

To perform this evaluation, we will utilize Fehr & Peers' Crosswalk+ Tool, an Excel-based tool to help guide where crossing improvements, such as high-visibility crosswalks, flashing beacons, leading pedestrian intervals and other special features, should be employed; and where crosswalks will not be marked due to safety concerns resulting from volume, speed, or signal distances. Fehr & Peers' Crosswalk+ tool contains a toolbox of elements to improve crosswalk visibility and safety at mid-block locations and signalized intersections. The tool is based on research from the National Cooperative Highway Research Program, Federal Highway Administration, and interviews with various cities throughout the country and provides guidance about the type of treatments appropriate on various streets and under various conditions. The tool uses simple inputs from a field survey, such as number of lanes, posted speed, and average daily traffic, to provide a candidate pedestrian treatment at mid-block and signalized locations. We will also look at pedestrian volumes to help guide decisions related to pedestrian crossing upgrades as part of this task. The cost of this effort is related to the amount of new data that needs to be collected and the number of locations and time periods to study. If this task is to be conducted, Fehr & Peers will work with the City to identify the locations and develop a data collection plan to identify key locations where collision history, geometrics (roadway curves), lighting (presence or absence of streetlights) or other factors may warrant a detailed review of pedestrian crossing improvements.

TASK 6.1.5 EXISTING CONDITIONS MEMORANDUM (OPTIONAL)

If requested, Fehr & Peers can prepare a memorandum to include more in-depth data, findings, and analysis of existing conditions. This could include analysis of collision history. Fehr & Peers will work with the City to identify specific areas of focus.

TASK 6.2 GEOTECHNICAL REPORT

TASK 6.2.1 PRELIMINARY REVIEW AND COORDINATION

As a subconsultant to Mark Thomas, Crawford will meet with the design team to review the preliminary approach and discuss the project needs, goals and schedule. Crawford will review City-provided maintenance

and improvement documents for the road segments, if available. A Crawford representative will determine exploration locations, determine site access, and will visit the site prior to field work to mark our exploration location(s) for Underground Service Alert (USA). We will obtain a City encroachment permit for our fieldwork within the public right of way exploration locations, and schedule traffic control as needed.

TASK 6.2.2 PAVEMENT CONDITION ASSESSMENT

Crawford will walk the project alignment noting the condition of the pavement, including general notes about transverse and longitudinal cracking, rutting, and failure areas (alligator cracking). Where an overlay or slurry seal is proposed, Crawford will note (on an aerial map or provided plan) the location and general size of the failure locations and provide this information to the design team for cost estimating purposes of dig out/repair locations.

TASK 6.2.3 SUBSURFACE EXPLORATION

Crawford will perform 3 to 4 borings to depths ranging from 15- to 25-feet deep (or to refusal on bedrock) at the planned retaining wall locations.

Our engineer/geologist will direct the sampling and log the borings. At a minimum, we will sample at 5-foot intervals. We will deliver the samples to our laboratory for testing. The drilling contractor will advance the borings with a rubber-tired, truck- or track- mounted drill rig using 4- to 6-inch diameter hollow stem augers, solid stem augers, and/or mud-rotary techniques. Standard Penetration Testing (SPT) and California-Modified sampling will be performed within the borings to obtain samples and blow count information. Bulk samples will be collected for R-value testing for pavement section recommendations.

To measure the existing structural pavement sections (HMA and AB) within the roadway alignment, Crawford will perform 8 to 10 pavement cores along Washington Avenue and 14 to 16 pavement cores along Table Mountain Boulevard. An engineer/geologist will direct the coring and sampling. At each core location, Crawford will use a diamond tipped core bit 4 to 6 inches in diameter to core through the existing pavement. The existing pavement sections (HMA and AB) will be measured, and subgrade samples will be retrieved for R-value testing.

Cores will be backfilled with sand and topped with dyed black quick setting concrete to match the existing road. Hot mix asphalt patching is not included in our scope of services since the road will be rehabilitated soon. We will work with the City encroachment permit department on the traffic control requirements; however, we expect traffic control to consist of 'Road Work Ahead' signs, lane shifts, and lane closures with flaggers.

TASK 6.2.4 LABORATORY TESTING

Crawford will perform the following laboratory tests (if applicable) on relatively undisturbed samples obtained from the exploratory borings:

- Chemical Analysis
- Moisture Content and Unit Weight
- Plasticity Index
- R-Value
- Sieve Analysis

If Full Depth Reclamation/Recycling (FDR) is selected as the preferred rehabilitation strategy, we will complete two mix designs of subgrade, AB, and HMA samples to provide percent cement, unit weights, and moisture requirements for the specifications and bid package.

TASK 6.2.5 ENGINEERING EVALUATION AND ANALYSIS

Following the results of our fieldwork and laboratory testing, Crawford will perform engineering analyses to determine the following:

- Bearing capacity and settlement, equivalent fluid forces including passing pressures, site seismicity including, probabilistic procedures consistent with current Caltrans Seismic Design Criteria to determine the site acceleration response spectrum (ARS) and liquefaction potential; and pavement section recommendations (based on Traffic Index values provides by the design team).
- Current traffic index based on the results of the cores, assigned gravel factors for the in-place materials, and thickness of the existing pavement section.
- New pavement section thicknesses based on the desired traffic index (provided by others) for comparison purposes only.
- Various pavement rehabilitation options including mill and overlay, FDR, remove and replacement, and full depth HMA. These options will consider the design traffic index and a reduced traffic index for comparisons by the City and the Design Team (typically comparing 10- and 20-year design).

TASK 6.2.6 GEOTECHNICAL DESIGN/MATERIALS REPORT (GDMR)

Crawford will prepare a Draft GDMR Report generally consistent with current Caltrans Standards for the earth retaining structures and roadway rehabilitation. The report will include:

- Scope of work and project description
- Physical setting, including topography
- Drainage and regional/local geology
- Summary of subsurface soil and groundwater conditions

- Existing pavement condition
- Results of our pavement coring, presence of overlays and fabric, and current traffic index
- Slope stability at the retaining walls
- Allowable bearing capacity and estimated settlement at the retaining wall
- Corrosion evaluation
- Seismic evaluation consistent with current Caltrans ARS standards
- Laboratory test results
- Grading recommendations
- Foundation recommendations
- Equivalent fluid weight recommendations
- Pavement recommendations including rehabilitation options
- FDR mix design results (if selected)
- Construction considerations
- Vicinity Map; Site Plan with boring and core locations; Boring logs and legend, dig out map(s), and core photos

Following receipt of all Draft Report comments, a Final Report will be submitted.

TASK 6.3 CORRIDOR LANDSCAPE DESIGN PLAN

Mark Thomas will prepare a corridor landscape design plan that summarizes assumptions, design concepts, guidelines, criteria, and codes and regulations applied to the Project corridor including, preservation of existing trees and plant material, new plantings, landscape design approach for stormwater treatment facilities, and irrigation design approach.

The corridor landscape design plan will include up to 8 sheets of preliminary plans at 40 scale (color-rendered, generated in CAD and Adobe Illustrator). This preliminary plan will depict trees, shrub/ground-cover areas, illustrative plant list, irrigation POCs, mainline and valve manifolds, and recommended irrigation equipment list.

The preliminary plan will also include a preliminary estimate of probable cost and up to three (3) aesthetic hardscape treatment options at a typical location and will identify options for street furnishings (benches, trash receptacles, bike racks, etc). These alternatives will be shown at 20 scale with indication of material options to fit within the City's budget and maintenance expectations. The corridor landscape design plan will be prepared in draft form for review and comment by the City. Minor revisions may be made to the landscape design plan based on City and stakeholder comment and the final corridor landscape design plan will be submitted as a record of design decisions.

TASK 6.4 CORRIDOR LIGHTING ANALYSIS

As a subconsultant to Mark Thomas, BEN|EN will obtain electronic base plans and as-builts from Mark Thomas and review existing conditions in the field as necessary. BEN|EN will coordinate with the City to select preferred pedestrian scale pole and fixture.

Based on the obtained information, BEN|EN will use VISUAL software to prepare photometric analysis for intersection lighting and pedestrian path lighting. BEN|EN will analyze intersection lighting for the intersections of Washington Avenue with Oro Dam Boulevard and with Mitchell Avenue and the intersection of Table Mountain Boulevard with Grand Avenue. Additionally, BE|EN will analyze pedestrian lighting along the multi-use path along Washington Avenue from Oro Dam Boulevard to Bird Street and along Table Mountain Boulevard from Riverview Terrace Drive to Country Center Drive and the limits of the photometric analysis zone will cover the width of the multi-use path. Based on the results of the photometric analysis, BEN|EN will provide recommendation and analysis for proposed pedestrian lighting. BEN|EN will submit the results of photometric analysis to the City, through Mark Thomas, for review and approval. Any comments by the City will be incorporated into the final photometric analysis.

In addition, BEN|EN will prepare preliminary cost estimates for electrical items.

TASK 6.5 STRUCTURE LOAD RATING

The old barriers and fences on the Washington Avenue Bridge over the UPRR tracks will be removed and replaced to meet the latest UPRR standards. The existing sidewalk has less dead load as it is narrower than the new wider sidewalk/multi-use path. The existing bridge will be load-rated to make certain the existing girder can handle the new load. The bridge overhands will also be analyzed. A Structure Load Rating Memo will document the structure alternative strategies considered, the bridge load rating results and the necessary retrofit and structure upgrades assumed. The load rating methods used will follow the pertinent Caltrans and AASHTO LRFD requirements.

Mark Thomas will prepare a Structure Load Rating Memo, which will document the structure alternative strategies considered, the bridge load rating results and the necessary retrofits, cost estimate and structure upgrades assumed. After approval from the City, the 60% plans, specifications and estimates will begin. A General Plan sheet will be provided with the memo.

TASK 6.6 STORMWATER DATA REPORT

Mark Thomas will prepare a Stormwater Data Report for the project, which will include the collection and analysis of hydrologic and hydraulic data, assessment of existing drainage conditions, and evaluation of water quality considerations. The report will be developed in compliance with the City's stormwater management requirements and applicable state and federal regulations, providing recommendations for effective stormwater management and improvements.

TASK 6.7 ROADWAY DRAINAGE MEMO

Mark Thomas will conduct a drainage study and prepare a technical memorandum to evaluate the existing storm drain facilities and impacts from the project. The memorandum will discuss the methodology and standards used in the storm drain design. Analysis and design of the storm drain system will be conducted in accordance with City stormwater and improvement standards. The memo will include exhibits showing the proposed watershed areas, results of the hydrology and hydraulic analysis, and proposed storm drain system elements.

Mark Thomas will submit the draft roadway drainage memo to City staff to obtain feedback on drainage modifications proposed. City comments will be incorporated to the Final roadway Drainage Memo. Up to one round of review and revisions is anticipated to address City comments on the draft memo to prepare the final roadway drainage memo.

DELIVERABLES

- Traffic Data Summary Table
- Operations Analysis Methodology and Results Technical Memorandum
- Roundabout Feasibility Analysis Technical Memorandum (Optional)
- Pedestrian Crossing Improvement Assessment Technical Memorandum (Optional)
- Existing Conditions Memorandum (Optional)
- Draft and Final Geotechnical Design/Materials Report
- Draft and Final Corridor Landscape Design Plan and Cost Estimate
- Photometric Lighting Analysis Exhibit
- Draft and Final Structure Load Rating Memo (Including a General Plan Sheet)
- Structure Load Rating Package
- Draft and Final Stormwater Data Report
- Draft and Final Roadway Drainage Memo

TASK 7 DESIGN AND CONSTRUCTION PREPARATION

Our scope of work encompasses civil, structure, landscape, and electrical design to prepare plans, specifications, and estimates (PS&E) for use by the City in bidding the improvements for construction.

Mark Thomas will complete final design for the project defined in the Final Preliminary Design Plan and Final Preliminary Landscape Design package and prepare PS&E submittals at the 30%, 60%, 90%, and 100% (Bid Set) levels of completion. The intent of intermediate submittals is to define the project for review by the City and stakeholders, and to allow for major comments prior to investment of significant design effort in design details. The 90% submittal will be provided as a final plan check opportunity by the City to ensure prior comments have been addressed prior to bidding.

TASK 7.1 30% PLANS AND ESTIMATE

The Mark Thomas team will prepare 30% plans and estimate for the proposed project improvements. The 30% plans will include sheets shown in the table below.

SHEETS FOR 30% PLANS AND ESTIMATE

SHEET NAME	# OF SHEETS	DRAWING SCALE
Title Sheet, Location Map, and Sheet Index	1	Not to scale
General Notes and Abbreviations	1	Not to scale
Key Map	1	500
Typical Cross Sections	3	Not to scale
Layout Plans and Profile	28	20
Drainage and Utilities Plans and Profiles	14	20
Structure General Plan	1	Not to scale
Total Sheets	**49**	

TASK 7.1.1 30% PLANS AND ESTIMATE (CIVIL)

The Mark Thomas team will build upon the concept plans provided with the RFP to prepare 30% plans, using City and Caltrans standards. The 30% Plans will be the first "plan sheet" submittal made to the City for review. The 30% plans will evaluate right of way needs and utility modifications and will be shared with the City for feedback. Refinements will be made during the 60% PS&E task.

Mark Thomas will prepare a 30% estimate based on the 30% plans.

TASK 7.2 60% PS&E

Mark Thomas Team will prepare 60% plans, specifications, and estimate for the proposed project improvements. The 60% plans will include the following sheets:

SHEETS FOR 60% PS&E

SHEET NAME	# OF SHEETS	DRAWING SCALE
Title Sheet, Location Map, and Sheet Index	1	Not to scale
General Notes and Abbreviations	1	Not to scale
Key Map	1	500
Project Control	1	500
Typical Cross Sections	3	Not to scale
Demolition Plans	14	20
Layout Plans and Profile	28	20
Construction Details (Ramps, Driveways and Bus Stops)	57	Varies
Water Pollution Control Plans	14	20
Drainage and Utilities Plans and Profiles	28	20
Drainage and Utilities Details	2	Not to scale
Construction Area Signs	1	500
Traffic Control Plan	50	40
Detour Plan	2	500
Pavement Delineation and Sign Plans, Notes and Details	14	20
Pavement Delineation and Sign Details	1	Not to scale
Landscape and Irrigation Plans and Details	56	20
Structure Plans	7	Varies
Electrical Plans	27	Varies
Total Sheets	**308**	

TASK 7.2.1 60% PS&E (CIVIL)

Mark Thomas team will build upon the 30% plans and prepare draft construction documents for the project. The plans are at the level ready for a detailed quality control check and ready for the utility companies to begin relocation design ("B Plans"), if required. It is assumed that utility relocation plans will be provided by the utility companies. Mark Thomas will utilize most recent City Standards, Caltrans Design Information Bulletin (DIB) 82-06, Butte Regional Transit (B-Line), and Manual on Uniform Traffic Control Devices (MUTCD) standards for the design of the project's proposed improvements. Mark Thomas will prepare technical specifications and bid form in the City's standard format.

It is assumed the City will provide the boilerplate contract and general provisions. The basis of the technical specifications will be the 2024 Caltrans Standard Specifications or as required by the City. An itemized estimate of construction costs will be prepared using recent bid summaries for similar projects in the vicinity of the City of Oroville. Prices will be adjusted using engineering judgment that reflects the project location and the quantity of each item. Mark Thomas will coordinate 60% plan review meetings with the stakeholders. The 60% PS&E will be submitted to the City for review and comment.

TASK 7.2.2 60% PLANS AND ESTIMATE (STRUCTURE)

Mark Thomas will prepare structural calculations and plans for the selected bridge rail replacement alternative. For the purposes of this scope of work, it is assumed that Caltrans Standard Details will be used for sidewalk and barriers. The structure design will be in accordance with AASHTO LRFD Bridge Design Specifications, 8th Edition with the California Amendments and Caltrans Seismic Design Criteria, Version 2.0. The 2024 Caltrans Standards and current versions of the Caltrans Structure Technical Policies and Bridge Design Manuals will be used. The 60% Plans and Estimate will be submitted to the City for review and comment.

TASK 7.2.3 60% PS&E (LANDSCAPE)

60% plans will include planting and irrigation plans (in AutoCAD, 20-scale) and coordination with the civil team on existing trees to remain, hardscape layout, tree placement and biofiltration planting areas (if selected). Planting plans will include tree, shrub, and groundcover locations, plant list, plant callouts, and associated landscape construction details. Irrigation plans will include points of connection locations, mainline layout, preliminary pressure loss calculations, irrigation equipment list, and associated details. Outline technical specifications for planting and irrigation will be drafted. An estimate of probable construction cost will be included.

TASK 7.3 90% PS&E

TASK 7.3.1 90% PS&E (CIVIL)

Mark Thomas will coordinate and collect stakeholders' comments and prepare a Comment Response Matrix listing the comment, source, and proposed resolution. Prior to starting further revisions to the designs, Mark Thomas will arrange a meeting with City Staff to review the comments received, discuss any questions and confirm the resolutions.

Once the comment resolutions are agreed upon, Mark Thomas will update the PS&E to the 90% design level. The 90% PS&E will be provided to the City for review and comment.

TASK 7.3.2 90% PS&E (STRUCTURE)

City comments from the 60% submittal will be addressed and incorporated into the 90% design. Responses to comments will be prepared and submitted.

Mark Thomas will perform an independent design check of the structure in conformance with Caltrans bridge design procedures. The independent check will be completed by an engineer who was not involved in the original design of the structure. Calculations will be performed to check the bridge layouts and structural integrity. Upon completion of the independent check, discrepancies between the designer and checker will be reconciled and plans updated.

Mark Thomas will develop project special provisions using Caltrans Standard Special Provisions (2024 version). The special provisions will be prepared using Microsoft Word. Special Provisions will be submitted at the 90% and 100% submittals. It is assumed the City will provide the boilerplate contract language to be included in the specifications at the 90% submittal.

TASK 7.3.3 90% PS&E (LANDSCAPE)

City comments from the 60% submittal will be addressed and incorporated into the 90% design. Responses will be prepared and submitted. Irrigation plans will include water use (MWELO) calculations, irrigation controller schedule, manifold locations and valve callouts, irrigation head and lateral layout with pipe sizing. Administrative draft technical specifications for planting and irrigation will be provided. The estimate will be revised based on comments and updated unit prices.

TASK 7.4 100% (BID SET) PS&E

TASK 7.4.1 100% (BID SET) PS&E (CIVIL)

Mark Thomas will coordinate and collect stakeholders' comments and prepare a Comment Response Matrix listing the comment, source, and proposed resolution. If necessary, Mark Thomas will arrange a meeting with City staff to review the comments received, discuss any questions and confirm the resolutions. Once the comment resolutions are agreed upon, Mark Thomas will prepare the 100% (Bid Set) PS&E for the City to use in bidding and constructing the project improvements.

The 100% (Bid Set) plans and specifications will be signed and sealed by a professional civil engineer in responsible charge of the work and will be submitted to the City in hard copy and electronic format. Signed plans will be provided in PDF format. AutoCAD files for the drawings will be provided if requested. Specifications will be provided electronically in MS Word format.

TASK 7.4.2 100% (BID SET) PS&E (STRUCTURE)

City comments from the 90% submittal will be addressed and incorporated into the final design. Responses to comments will be prepared and submitted. All final plan revisions will be made. Updates to the specifications and estimate will be completed. A 100% (Bid Set) PS&E package (Structure) will be submitted.

Mark Thomas will compile the necessary documents to be included in the RE Pending file, including the typical information below:

- Quantity summary sheets for Bar Reinforcing, Barrier, Fencing and Partial Structure Removal. Summary sheets are prepared in accordance with Bridge Design Aids
- Special instructions or information from the Designer to the Resident Engineer/Structure Representative. At a minimum, this should include the following:
  - The intent of the designer where misinterpretation of contract documents is possible
  - Alerts to details or sequences
  - A description of construction methods anticipated for unique or unusual designs
- As-built plans for existing structures

TASK 7.4.3 100% (BID SET) PS&E (LANDSCAPE)

Final comments from the 90% submittal will be addressed and incorporated into the 100% (Bid Set) Submittal. Responses to comments will be prepared and submitted. All final plan revisions will be made. Updates to the specifications and estimate will be completed. Bid items will be incorporated into a final Bid Item List.

TASK 7.5 SIGNALS LIGHTING AND ELECTRICAL DESIGN

TASK 7.5.1 TRAFFIC SIGNAL DESIGN

BEN|EN will obtain electronic base plans and as-builts from Mark Thomas and prepare PS&E for traffic signal design for the intersections of Washington Avenue with Oro Dam Boulevard and Mitchell Avenue and the intersection of Table Mountain Boulevard with Grand Avenue. Additionally, based on the results of the intersection photometric analysis, BEN|EN will incorporate intersection lighting improvements.

TASK 7.5.2 RECTANGULAR RAPID FLASHING BEACON DESIGN

BEN|EN will prepare PS&E for solar-powered rectangular rapid flashing beacons (RRFBs) with lighting for the following locations:

- New pedestrian crossing of Washington Avenue north of Placer Avenue
- New pedestrian crossing of crossing Washington Avenue south of McClellan Avenue

- Existing pedestrian crossing of Washington Avenue at Orange Avenue
- New pedestrian crossing of Table Mountain Boulevard south of Flying Cloud Drive
- New pedestrian crossing of Table Mountain Boulevard south of Jasmine Court
- New pedestrian crossing of Table Mountain Boulevard north of Orangewood Way

TASK 7.5.3 PEDESTRIAN LIGHTING DESIGN

Based on the results of the photometric analysis for the multi-use path, BEN|EN will prepare PS&E for pedestrian lighting design for installation of new pedestrian lighting along the multi-use path along Washington Avenue from Oro Dam Boulevard to Bird Street and along Table Mountain Boulevard from Riverview Terrace Drive to Country Center Drive. Additionally, pedestrian lighting will include proposed lighting improvements for enhancing lighting for project RRFB crossings. BEN|EN will coordinate with PG&E for new electrical service applications for the pedestrian lighting system.

BEN|EN will submit the electrical PS&E to the City, through Mark Thomas, for review at 60% and 90% levels. Any comments by the City will be incorporated into the 100% (Bid Set) PS&E.

TASK 7.6 PERMITS TO ENTER AND CONSTRUCT

Mark Thomas will prepare Permit to Enter (PTE) exhibits for up to 82 PTEs along the corridor. PTEs are anticipated for the curb returns and parcels where driveway conforms will require work on private property. One round of minor revisions to the PTE exhibits is included in this scope of work.

TASK 8 PERMITTING

TASK 8.1 CALTRANS ENCROACHMENT PERMIT

The project will require Caltrans review and approval of an Encroachment Permit prior to the start of construction in the state right of way. Mark Thomas will prepare and submit an Encroachment Permit Application and supporting documents, including the ADA Certification, PS&E Certification, and copies of the Final Design plans and specifications for review by Caltrans. The first encroachment permit submittal is anticipated at the 60% design level. We will coordinate with Caltrans to address up to one round of plan comments received on the Encroachment Permit Application and resubmit for final review and approval to coincide with the 90% design submittal.

Preparation of additional iterations of plan revisions and re-submittal of the Encroachment Permit materials for Caltrans to address comments subsequent to the 90% design submittal will be additional services to be completed for an additional fee to be negotiated prior to the start of work.

Regular coordination meetings with Caltrans are included with the project meetings task described elsewhere in this Scope of Services.

TASK 8.2 DEPARTMENT OF WATER RESOURCES (DWR) ENCROACHMENT PERMIT

The project will require DWR review and approval of an Encroachment Permit prior to the start of construction in the State Water Project (SWP) Right of Way. Mark Thomas will prepare and submit an Encroachment Permit Application and supporting documents, including Site Specific Safety Plan, Environmental Document, and copies of the Final Design plans for review by DWR. The first encroachment permit submittal is anticipated at the 60% design level. We will coordinate with DWR to address up to one round of plan comments received on the Encroachment Permit Application and resubmit for final review and approval to coincide with the 90% design submittal.

Preparation of additional iterations of plan revisions and re-submittal of the Encroachment Permit materials for DWR to address comments subsequent to the 90% design submittal will be additional services to be completed for an additional fee to be negotiated prior to the start of work.

Regular coordination meetings with DWR are included with the project meetings task described elsewhere in this Scope of Services. Payment of permit and plan review fees will be by the City.

TASK 8.3 UPRR AND/OR CPUC COORDINATION

Mark Thomas will coordinate the approval of an at-grade railroad crossing modification with UPRR and the CPUC. The general process is as follows:

- **Submittal A:** The City submits a concept drawing to UPRR and CPUC for review.
- **Preliminary Engineering (PE) Agreement:** UPRR requires an agreement with the City to allow UPRR staff to participate in the project and provide reviews. Based on the complexity of this project, the PE Agreement reimbursement amount is expected to be $20,000 to $30,000. Payment of reimbursement fees will be by the City.

- **Field Diagnostic Meeting:** This meeting is required to discuss the City's intent to construct improvements with UPRR and CPUC. The Diagnostic Team will review of the concept drawings and identify any additional safety improvements that UPRR may require from the project.
- **Concept Drawing Review:** Based on the field meeting, revisions to the proposed conceptual improvements are submitted to UPRR and CPUC for review and acceptance.
- **UPRR Project Acceptance:** Upon review of the concept drawing, UPRR will issue a project concurrence letter, which will be required to process the GO 88-B application.
- **Environmental Document:** An adopted environmental document (assumed CEQA Categorical Exemption) is required as an attachment to the GO 88-B.
- **GO 88-B Submittal:** Completion of items above will allow the submittal of the GO 88-B. After a 30-day challenge period, the application is placed on the CPUC consent calendar for approval. An approved GO 88-B has a 3-year shelf life to be completely constructed.
- **C&M Agreement:** When all reviews (engineering and right of way) are complete, UPRR will draft an agreement for City review and execution.

Mark Thomas will provide support for the City throughout the process in order to obtain an Approved GO-88B and permission to construct.

DELIVERABLES

- 30% Plans and Estimate
- 60% Plans, Specifications, and Estimate
- 90% Plans, Specifications, and Estimate
- 100% (Bid Set) Plans, Specifications, and Estimate
- Bridge Design Calculations
- Bridge Independent Check Calculations
- "Submittal A" Exhibit (PDF)
- Field Diagnostic Meeting and Minutes (PDF)
- Concept Drawing (PDF)
- Completed GO 88-B application (PDF)
- Caltrans Encroachment Permit Application
- DWR Encroachment Permit Application
- PTE Exhibits (Up to 82)

TASK 9 ROW AND/OR CONSTRUCTION PHASE AUTHORIZATION

TASK 9.1 ROW DOCUMENTATION AND CONSTRUCTION PHASE AUTHORIZATION

Project funds for construction are anticipated to include federal grant funds which are administered by Caltrans. Mark Thomas will assist the City to verify the project is developed in accordance with the guidelines presented in the current Caltrans Local Assistance Procedures Manual (LAPM) and Caltrans Local Assistance Procedures Guidelines (LAPG). This task includes any work involved in coordinating with Caltrans District 3 Local Assistance, for the development of the right of way and utility certification documents, Request for Authorization (RFA) documents to obtain the Caltrans Authorization (E-76) for Construction, and other forms required by Caltrans Local Assistance for approval.

DELIVERABLES

- Caltrans Exhibit 13-B (Right of way Certification) or Equivalent Required Caltrans Forms
- RFA Documents (Exhibits 3-A; 9-D; 12-C; 12-D; 15-A)

TASK 10 BID PROCESS

Once the project is approved for advertisement Mark Thomas will provide services to facilitate the successful advertisement and award of the project. Since the work is difficult to estimate at this stage, Mark Thomas has provided an estimated budget in the fee schedule which will be billed on an as-needed time and materials basis. Design support during construction is not included in this Scope of Work but may be included as an additional service. This work includes:

TASK 10.1 RESPONDING TO BID INQUIRIES

Mark Thomas and BEN|EN will answer questions from the bidders during the bidding period. The actual level of effort will depend on the issues and questions that arise during advertisement. For this scope of work, a budget has been specified. After the budget is exhausted, additional assistance will be on a time and materials basis.

TASK 10.2 ATTENDING PRE-BID MEETINGS

Mark Thomas will attend pre-bid meetings with the City, as needed. In general, it is assumed these meetings will be attended via Microsoft Teams or another web-based meeting application.

Mark Thomas will coordinate and attend up to one pre-bid meeting with the City.

TASK 10.3 PREPARING ADDENDA TO PS&E DOCUMENTS

Mark Thomas and BEN|EN will prepare addenda to PS&E during the bidding period. Additionally, prior to the beginning of construction, Mark Thomas and BEN|EN will prepare conform drawings to incorporate all bid addenda.

DELIVERABLES

» Addenda to PS&E Documents and Conform Drawings

PROJECT SCOPE ASSUMPTIONS

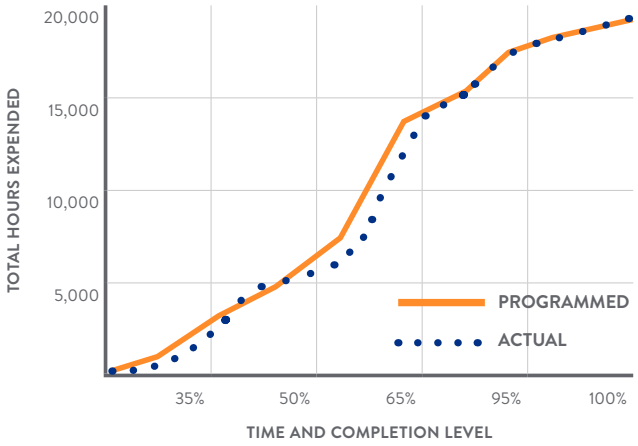
This scope of work is based on the following assumptions:

» The project will be advertised, awarded, and administered by the City and the City will coordinate reproductions of the bid package
» Resource agency permitting is not required as part of this project
» This scope does not include preparation of an RE file
» Construction management services will be provided by the City
» Geotechnical services during construction will be provided by the City
» Arborist services will be provided by the City
» Dry utility design is not required or included
» Coordination for Caltrans and DWR Encroachment Permit during construction will be the responsibility of the contractor. Any fees for the encroachment permit applications and plan reviews by Caltrans and DWR will be paid by the City
» The City will lead the effort and will provide rights of entry to private property. The City will obtain and provide encroachment permits, at no fee, for work within public right of way
» All access will be provided, including project area outside of right of way
» No subsurface mark and locate is included
» Monument preservation is not required or included
» Design support during construction, as-Builts and a Record of Survey (if required) will be completed under a subsequent contract
» Signal interconnect design is not included in the project
» Continuous street lighting design is not included in the project
» PG&E coordination for new service for existing signals is not included in the project
» RRFB crossing studies or warrants are not included in the project
» Roundabout design is not included in the project
» We assume the UPRR bridge crossing structure is in good condition and no other bridge items will need to be repaired (seismic retrofit, etc.)
» It is assumed the existing bridge can handle the added dead load and no bridge strengthening will be required
» It is assumed that the bridge as-builts and inspection reports will be available so we can perform an accurate load rating

COST CONTROL AND BUDGETING METHODOLOGY

We use Deltek for all our accounting functions. Deltek has modules "Project Review" and "I-Access" that allow project managers to enter budgets for Mark Thomas and the subcontractors and track spending in real-time. We use these modules to track earned value on our project and this will be done for each task order.

As shown in the chart to the right, we plan our work using a resource-loaded schedule, monitor the project progress, and track the planned budget vs. actuals, and we report this to the City on a monthly basis. We review and report any variations along with a corrective action plan.



We use Deltek VantagePoint software for real-time reporting of expended hours versus tasks completed to ensure the project is delivered within budget.

For City construction budgets, we provide engineer's estimates for probable construction at all major deliverables. Costs are derived using a combination of recently completed bids within the local area, Caltrans unit cost database, City historical information, and RS Means available information. Appropriate adjustments are made to accommodate economies of scale, as necessary escalation should construction not occur immediately after design, and work with the City to derive potential soft costs. Lastly, where the City has multiple funding sources that only cover portions of the project, we routinely organize the estimate such that these each bid item's estimated cost is associated with the appropriate funding source.

SCHEDULE CHALLENGES

Our proposed project schedule shown on the next page includes key activities and milestones for the project design, environmental clearance, right of way acquisitions and RFA for construction. Key to the positioning of the project for competitive ATP Cycle 8 grant funds will be the determination of environmental and right of way impacts and costs. Our schedule includes completion of the NEPA and CEQA clearance and design prior to the submittal of ATP Cycle 8 in June 2026.

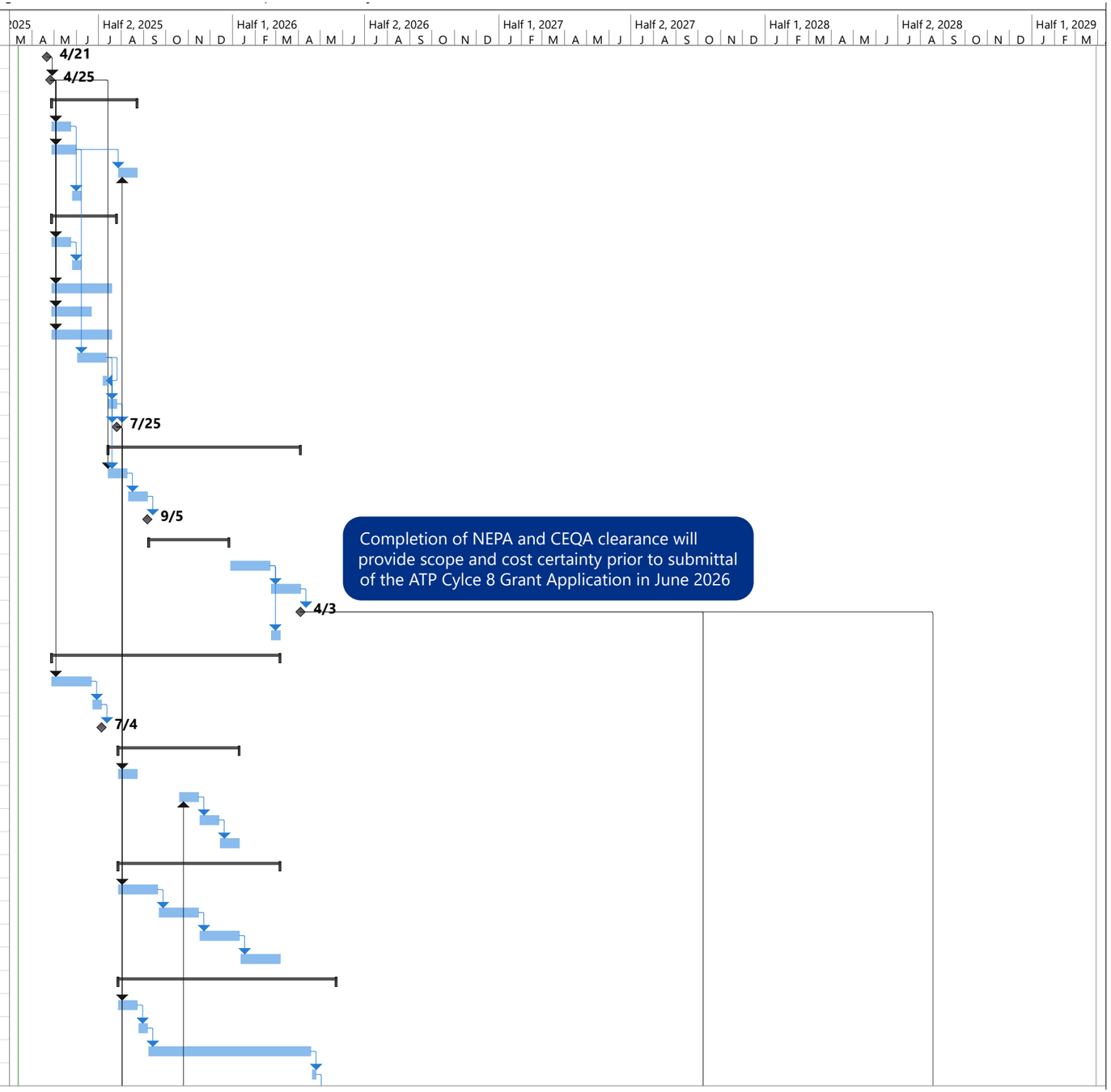
Another key issue for the completion of the RFA for construction is the potential to advance right of way activities relative to the CEQA and NEPA clearance. If right of way funds can be obligated from sources other than ATP Cycle 8, the ROW acquisition tasks could be advanced by up to 6 months leading to a possible early start of construction.

For discussion on critical engineering design issues and critical environmental issues, and how we will adddress them, please refer to our "Project Approach" on page 26.



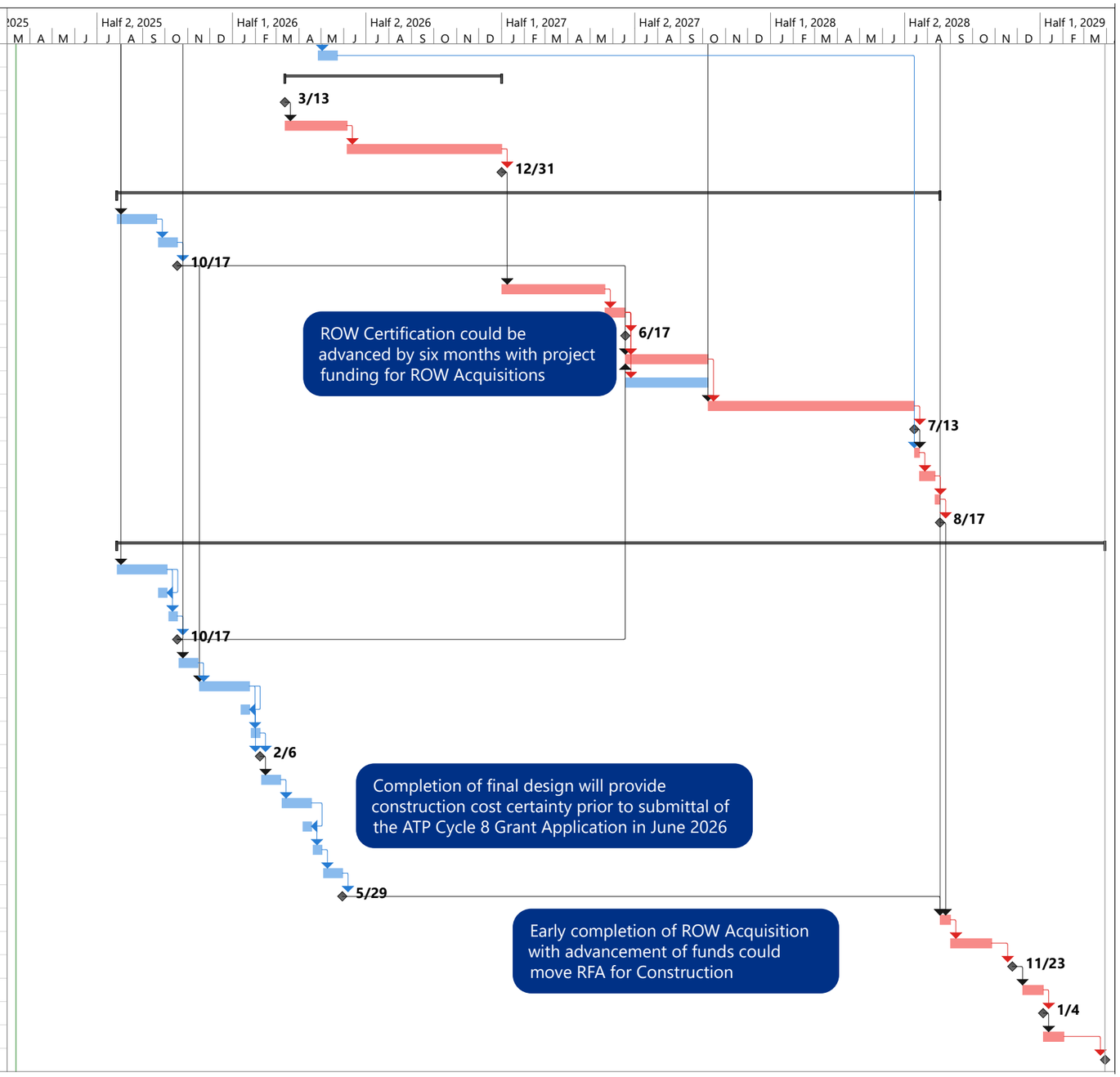
SCHEDULE OF WORK (PAGE 1 OF 2)

ID	Task Name	Duration	Start	Finish
1	**NTP (Assumed)**	**0 days**	**Mon 4/21/25**	**Mon 4/21/25**
2	**Kick-Off Meeting**	**0 days**	**Fri 4/25/25**	**Fri 4/25/25**
3	**Surveys and Mapping**	**85 days**	**Mon 4/28/25**	**Fri 8/22/25**
4	Project Control	4 wks	Mon 4/28/25	Fri 5/23/25
5	Mobile Terrestrial LiDAR Scan (MTLS)	5 wks	Mon 4/28/25	Fri 5/30/25
6	Supplemental Topographic Survey	4 wks	Mon 7/28/25	Fri 8/22/25
7	Record Right of Way	2 wks	Mon 5/26/25	Fri 6/6/25
8	**Preliminary Engineering**	**65 days**	**Mon 4/28/25**	**Fri 7/25/25**
9	Submit Utility "A" Letters	4 wks	Mon 4/28/25	Fri 5/23/25
10	Compile Base Maps	2 wks	Mon 5/26/25	Fri 6/6/25
11	Preliminary Traffic Analysis	12 wks	Mon 4/28/25	Fri 7/18/25
12	Corridor Landscape Design Plan	8 wks	Mon 4/28/25	Fri 6/20/25
13	Draft Geotechnical Report	12 wks	Mon 4/28/25	Fri 7/18/25
14	Prepare 30% Plans	6 wks	Mon 6/2/25	Fri 7/11/25
15	Preliminary Cost Estimates	1 wk	Mon 7/7/25	Fri 7/11/25
16	City Review/Comments	2 wks	Mon 7/14/25	Fri 7/25/25
17	**Approved 30% Plans**	**0 wks**	**Fri 7/25/25**	**Fri 7/25/25**
18	**Environmental Document**	**190 days**	**Mon 7/14/25**	**Fri 4/3/26**
19	Prepare PES Form	4 wks	Mon 7/14/25	Fri 8/8/25
20	Caltrans Review and Approval	4 wks	Mon 8/11/25	Fri 9/5/25
21	**Signed PES Form**	**0 days**	**Fri 9/5/25**	**Fri 9/5/25**
22	**Technical Studies**	**80 days**	**Mon 9/8/25**	**Fri 12/26/25**
47	CEQA/NEPA Documentation	8 wks	Mon 12/29/25	Fri 2/20/26
48	City/Caltrans Review	6 wks	Mon 2/23/26	Fri 4/3/26
49	**NEPA CE**	**0 days**	**Fri 4/3/26**	**Fri 4/3/26**
50	Environmental Commitment Record	2 wks	Mon 2/23/26	Fri 3/6/26
51	**Public and Stakeholder Outreach**	**225 days**	**Mon 4/28/25**	**Fri 3/6/26**
52	Develop Outreach Plan	8 wks	Mon 4/28/25	Fri 6/20/25
53	City Review/Comment	2 wks	Mon 6/23/25	Fri 7/4/25
54	**Final Outreach Plan**	**0 days**	**Fri 7/4/25**	**Fri 7/4/25**
55	**Public Information Meetings**	**120 days**	**Mon 7/28/25**	**Fri 1/9/26**
56	Public Information Meeting #1	4 wks	Mon 7/28/25	Fri 8/22/25
57	Public Information Meeting #2	4 wks	Mon 10/20/25	Fri 11/14/25
58	Public Information Meeting #3	4 wks	Mon 11/17/25	Fri 12/12/25
59	Public Information Meeting #4	4 wks	Mon 12/15/25	Fri 1/9/26
60	**Community Workshop Meetings**	**160 days**	**Mon 7/28/25**	**Fri 3/6/26**
61	Community Worshop Meeting #1	8 wks	Mon 7/28/25	Fri 9/19/25
62	Community Workshop Meeting #2	8 wks	Mon 9/22/25	Fri 11/14/25
63	Community Workshop Meeting #3	8 wks	Mon 11/17/25	Fri 1/9/26
64	Community Workshop Meeting #4	8 wks	Mon 1/12/26	Fri 3/6/26
65	**Utility Coordination**	**215 days**	**Mon 7/28/25**	**Fri 5/22/26**
66	Prepare Conflict Mapping	4 wks	Mon 7/28/25	Fri 8/22/25
67	Utility "B" Letters	2 wks	Mon 8/25/25	Fri 9/5/25
68	Prepare Relocation Plans (By Others)	8 mons	Mon 9/8/25	Fri 4/17/26
69	Utility "C" Letters	1 wk	Mon 4/20/26	Fri 4/24/26



SCHEDULE OF WORK (PAGE 2 OF 2)

ID	Task Name	Duration	Start	Finish
70	Utility Certification	4 wks	Mon 4/27/26	Fri 5/22/26
71	**ATP Grant Cycle 8**	**210 days**	**Fri 3/13/26**	**Thu 12/31/26**
72	Call for Projects	0 days	Fri 3/13/26	Fri 3/13/26
73	Prepare Grant Application	12 wks	Fri 3/13/26	Thu 6/4/26
74	Grant Review and Selection	30 wks	Fri 6/5/26	Thu 12/31/26
75	Notification of Grant Award	0 days	Thu 12/31/26	Thu 12/31/26
76	**Right of Way Certification**	**799 days**	**Mon 7/28/25**	**Thu 8/17/28**
77	ROW Planning and Property Owner Impact Exhibits	8 wks	Mon 7/28/25	Fri 9/19/25
78	City Review	4 wks	Mon 9/22/25	Fri 10/17/25
79	Final Property Owner Impact Exhibits and Estimates	0 days	Fri 10/17/25	Fri 10/17/25
80	Prepare RFA for Right of Way	5 mons	Fri 1/1/27	Thu 5/20/27
81	Caltrans Review of RFA for ROW	4 wks	Fri 5/21/27	Thu 6/17/27
82	ROW RFA Approved	0 days	Thu 6/17/27	Thu 6/17/27
83	Plat and Legal Descriptions	16 wks	Fri 6/18/27	Thu 10/7/27
84	Apraisals and Appraisal Reviews	16 wks	Fri 6/18/27	Thu 10/7/27
85	Right of Way Negotiations	10 mons	Fri 10/8/27	Thu 7/13/28
86	Complete Right of Way Acquisitions	0 days	Thu 7/13/28	Thu 7/13/28
87	Prepare Right of Way Certification	1 wk	Fri 7/14/28	Thu 7/20/28
88	Caltrans Review	3 wks	Fri 7/21/28	Thu 8/10/28
89	Revisions	1 wk	Fri 8/11/28	Thu 8/17/28
90	Right of Way Certification	0 days	Thu 8/17/28	Thu 8/17/28
91	**Contract Bid Documents**	**959 days**	**Mon 7/28/25**	**Thu 3/29/29**
92	Prepare 60% Plans	10 wks	Mon 7/28/25	Fri 10/3/25
93	Prepare Engineer's Estimate	2 wks	Mon 9/22/25	Fri 10/3/25
94	QA/QC	2 wks	Mon 10/6/25	Fri 10/17/25
95	Submit 60% Plans and Estimate	0 days	Fri 10/17/25	Fri 10/17/25
96	City Review/Comment	4 wks	Mon 10/20/25	Fri 11/14/25
97	Prepare 90% PS&E	10 wks	Mon 11/17/25	Fri 1/23/26
98	Prepare Technical Specifications	2 wks	Mon 1/12/26	Fri 1/23/26
99	QA/QC	2 wks	Mon 1/26/26	Fri 2/6/26
100	Submit 90% PS&E	0 days	Fri 2/6/26	Fri 2/6/26
101	City Review/Comment	4 wks	Mon 2/9/26	Fri 3/6/26
102	Prepare 100% PS&E	6 wks	Mon 3/9/26	Fri 4/17/26
103	Revise Technical Specifications	2 wks	Mon 4/6/26	Fri 4/17/26
104	QA/QC	2 wks	Mon 4/20/26	Fri 5/1/26
105	Submit Final Plans	4 wks	Mon 5/4/26	Fri 5/29/26
106	Approved PS&E	0 days	Fri 5/29/26	Fri 5/29/26
107	Prepare Construction RFA	2 wks	Fri 8/18/28	Thu 8/31/28
108	CTC Scheduling and Approval	2 mons	Fri 9/1/28	Thu 10/26/28
109	Con RFA Approved	0 days	Thu 11/23/28	Thu 11/23/28
110	Advertise	4 wks	Fri 12/8/28	Thu 1/4/29
111	Open Bids	0 days	Thu 1/4/29	Thu 1/4/29
112	Contract Award	4 wks	Fri 1/5/29	Thu 2/1/29
113	Begin Construction	0 days	Thu 3/29/29	Thu 3/29/29



QUALITY ASSURANCE/QUALITY CONTROL

Mark Thomas firmly believes that QA/QC is a company-wide effort. Mark Thomas will implement a QA/QC program in accordance with our Quality Management Manual and the City's quality standards. This document clearly defines the firm's quality management system and "ensures implementation of the company's quality policies at all levels." All Mark Thomas team members and subconsultants will adhere to this plan. Each of our respective firms supports the idea that it is our responsibility to produce high-quality products that will result in developing a clearly-defined and cost-effective project.

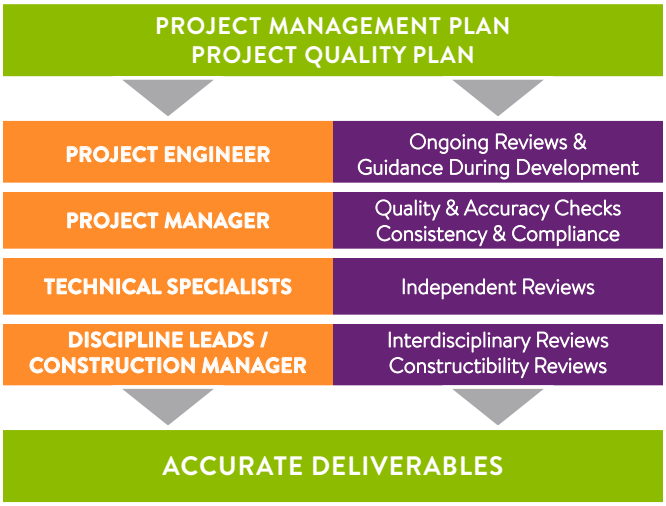
QUALITY MANAGEMENT PLAN

At the beginning stages of our projects, we work with our agency partners to develop and implement a project-specific Quality Management Plan (QMP) that sets objectives for quality assurance and control activities. This begins with identifying an internal project quality manager, who works with the agency project manager to set priorities, schedules, and guidelines for quality procedures and deliverable reviews. These are developed into a Project Management Plan (PMP) that details each task, as well as the appropriate local and Caltrans standards, CADD standards, state and federal guidelines.

The PMPs/QMPs stipulate the deliverables and schedules for the various levels of quality control reviews to be conducted throughout the project.

1. Our project managers perform on-going reviews as the project develops and Quality Control Reviews/ Accuracy Checks are conducted for every completed work product.
2. Before delivering to the client, fresh eyes are provided by Independent Technical Reviews which are conducted by those who are knowledgeable but not involved in the day-to-day project development.
3. Interdisciplinary reviews are conducted on projects that bring together multiple disciplines to proof their integration.
4. As appropriate, constructibility reviews are conducted involving a construction management team.
5. Finally, the project quality manager audits the reviews to confirm their proper conduct and documentation, and to confirm that all reviewer corrections and concerns were addressed before the deliverable can be sent to the client.

We have a dedicated company Quality Assurance Manager that periodically audits our projects to show that we are following the established procedures and documentation. At Mark Thomas, the quality of our deliverables is a top priority, along with meeting the schedule and staying within budget.



The QMPs identify specific quality control/quality assurance (QA/QC) activities to be completed during the project. Implementing these activities results in high-quality deliverables. This includes:

- Verify that all quality control comments have been incorporated prior to PS&E production.
- Produce quality control "check set" mark-ups for each submittal stage.
- Review project quality control materials, at a minimum, on quarterly basis, for adherence to this policy and provide guidance or directions for corrective action and training as necessary.
- Produce quarterly quality assurance audit memorandum – available to the client upon request.
- Conduct quality control "lessons learned" training following each submittal with the project design team members, including subconsultants, as appropriate.

EXCEPTIONS

Mark Thomas has reviewed the sample agreement provided in the RFP and we respectfully request to discuss the changes in redline below.

7. INDEMNIFICATION

With all matters related to Design Professional Services, as defined by California Civil Code 2782.8, CONSULTANT shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with CONSULTANT's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of CONSULTANT's negligent or wrongful performance under this Agreement, CONSULTANT shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility ~~for the reimbursement~~ of attorney's fees, expert fees and all other costs and expenses of litigation. ~~Should conflict of interest principles preclude a single lawyer from representing both CITY and CONSULTANT, or should CITY otherwise find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation.~~ CONSULTANT shall promptly pay any final, non-appealable judgment rendered against the CITY. Consultant has no obligation to provide an immediate defense or to pay for any of the indemnities defense related cost prior to a final determination of liability or to pay any amount that exceeds Consultant's final determined percentage of liability based upon the comparative fault of Consultant. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the ~~sole~~ negligence or willful misconduct of the CITY.

14. OWNERSHIP OF DOCUMENTS

It is understood and agreed that the CITY shall own all documents and other work product of the CONSULTANT, except the CONSULTANT's notes and workpapers, copyright and IP which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONSULTANT. Consultant shall grant CITY an irrevocable, non-exclusive, non-transferable, royalty-free license to use the Proprietary Intellectual Property developed under this Agreement. CITY shall indemnify, defend and hold harmless Consultant for any use or re-use of said final professional work product for any other purpose than its original intended use. Any use or re-use for another project or project location shall be at CITY's sole risk. The CONSULTANT shall at its sole expense provide all such documents to the CITY upon request.

REFERENCES

We are proud of our track record of successfully completing projects and meeting the needs of our clients. Below is a list of our client references for projects similar to the City's project. We are confident that you will find that the highlighted projects demonstrate our ability to deliver the services needed for this complete streets project.

Iván Garcia *Programming Director* Butte County Association of Governments (530) 809-4603 igarcia@bcag.org	**Grant and Funding Support for Washington Avenue/Table Mountain Boulevard** Mark Thomas provided grant and funding support services for the infrastructure concept to transform Washington Avenue/Table Mountain Boulevard into a Complete Street. Scope of work included the preparation of grant narratives for the preparation of the draft and final versions of the three parts of the application.
Russell Chen *Senior Civil Engineer* County of Santa Cruz (831) 454-2160 russell.chen@santacruzcounty.us	**Green Valley Road Multi-Use Trail Improvement** Mark Thomas provided engineering support for improvements for this multi-use trail in an unincorporated area of Santa Cruz County. The project includes roadway improvements, construction of an 8-foot to 10-foot-wide multi-use trail and transit stop enhancements spanning two miles along a well-traveled and high-speed road with sporadic existing facilities for pedestrians and bicyclists.
Andrew Poster *Director of Public Works* City of Mill Valley (415) 384-4848 aposter@cityofmillvalley.org	**East Blithedale Avenue Improvements** Mark Thomas provided civil engineering services for improvements including the use of roundabouts, upgrades to existing signal infrastructure, widening existing bikeways, and improvements to pedestrian crossing paths along the corridor from Sunnyside Avenue to US 101.
Katie Wurzel *Principal Civil Engineer* City of Woodland (530) 661-5961 katie.wurzel@cityofwoodland.org	**East Main Street Improvements** Mark Thomas provided design services for improvements to East Main Street, from East Street to Pioneer Avenue. This project includes safety upgrades adjacent to the existing rail line, multimodal access for cyclists and pedestrians, enhanced drainage facilities, and aesthetics to achieve a complete street, including a landscape-separated, Class I path.



CONFLICT OF INTEREST STATEMENT

Mark Thomas does not have any financial, business, or other relationship with the City of Oroville that would have an impact upon the outcome of the contract. We do not foresee any of our clients having a financial interest in the outcome of this contract or any other construction project that may follow. Specifically, Mark Thomas does not have any financial interest or relationship with the owner or developer that may have future improvements or development projects with the City of Oroville.

LITIGATION

Mark Thomas has no pending bankruptcies, liens, stop payment notices, or foreclosures filed or resolved in the past seven (7) years. Mark Thomas operates throughout California and has had average annual billings over the last five years in excess of $53 million. There are no claims pending against the company that would impact its ability to discharge its contractual duties if awarded a contract. Below is summary table of litigation history.

PROJECT NAME	REPORT DATE	BASIS OF CLAIM	CLAIM AMOUNT	STATUS	RESULT
State College Blvd Railroad Grade Separation	1/27/2020	The lawsuit is dealing with a car accident at the intersection of Kimberley Drive and Acacia Avenue.	$510,000	Closed	Settlement of $510,000 on 2/24/21
Marin Sonoma Narrows B3	10/1/2019	Suit for wrongful death due to a construction period traffic accident.	$15,000	Closed	Settlement of $15,000 on 5/26/22

CONTRACT AGREEMENT

We have included our exceptions to the sample agreement on page 62.

The terms in this proposal shall remain in effect for 90 days following the submittal due date.

LOCAL PRESENCE

Our Sacramento and Roseville offices are ideally positioned to support projects in the City, providing quick response times and efficient collaboration with local agencies and stakeholders. We have been proudly serving Butte County and the City from these offices for over 20 years, successfully delivering projects that enhance the region's infrastructure. With our team's familiarity with local priorities and our ability to be on-site as needed, we are well-equipped to support this project.

FEDERAL AID FORMS

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Oroville
2. Contract DBE Goal 21%
3. Project Description: Washington Avenue and Table Mountain Boulevard Complete Streets Project
4. Project Location: Butte County
5. Consultant's Name: Mark Thomas & Company, Inc.
6. Prime Certified DBE ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Public Outreach Services	35954	AIM Consulting, Inc. 2523 J Street, Ste. 202 SACRAMENTO, CA 95816 Gladys Cornell 916-442-1186	0.90%
Environmental consulting in support of CEQA and NEPA	31237	Gallaway Enterprise, Inc 117 Meyers St., Ste. 120 Chico, C 95926 Jody Gallaway 530-332-9909	6.64%
Right of Way	46456	Monument ROW 8 Cobblestone Court Laguna Niguel, CA 92677 Amber Costello 562-260-0507	24.77%
Lighting and signal design	43459	Bennett Engineering Services, Inc 1082 Sunrise Ave, Ste 100, Roseville Ca 95661 Stacey Lynch 916-743-8722	3.46%
			0.00%

Local Agency to Complete this Section

17. Local Agency Contract Number:
18. Federal-Aid Project Number:
19. Contract Execution Date:
20. Consultant's Ranking after Evaluation:

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

21. Local Agency Representative's Signature
22. Date
23. Local Agency Representative's Name
24. Phone
25. Local Agency Representative's Title

11. TOTAL CLAIMED DBE PARTICIPATION 35.76%

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

12. Preparer's Signature
13. Date: 3/13/2025
14. Preparer's Name: Matt Brogan
15. Phone: 916-605-6761
16. Preparer's Title: Principal + Vice President

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:

- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: R.M. Brogan

Print Name: Matt Brogan, PE

Title: Principal + Vice President

Telephone No.: 916-605-6761 Date: 3/14/2025

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The City of Oroville established a Disadvantaged Business Enterprise (DBE) goal of 21 % for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
N/A	

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
AIM Consulting, Inc.	2/14/2025	email
Gallaway Enterprises, Inc.	2/14/2025	email
Monument ROW	2/14/2025	email
Bennett Engineering Services Inc	2/14/2025	email

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
Public Outreach Services	Y		TBD	0.9%
Environmental & Permitting Services	Y		TBD	6.64%
Right of Way Acquisition	Y		TBD	24.77%
Signals	Y		TBD	3.46%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

N/A

Names, addresses and phone numbers of firms selected for the work above:

AIM Consulting, Inc.; 2523 J Street, Ste. 202; Sacramento, CA 95816; (916) 442-1168

Gallaway Enterprises, Inc.; 117 Meyers St., Suite 120; Chico, CA 95926; (530) 332-9909

Monument ROW; 8 Cobblestone Court Laguna Niguel, CA 92677; (562) 260-0507

Bennett Engineering Services Inc; 1082 Sunrise Avenue, Suite 100; Roseville, CA 95661; (916) 743-8722

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

N/A - Mark Thomas meets the goal

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

N/A - Mark Thomas meets the goal

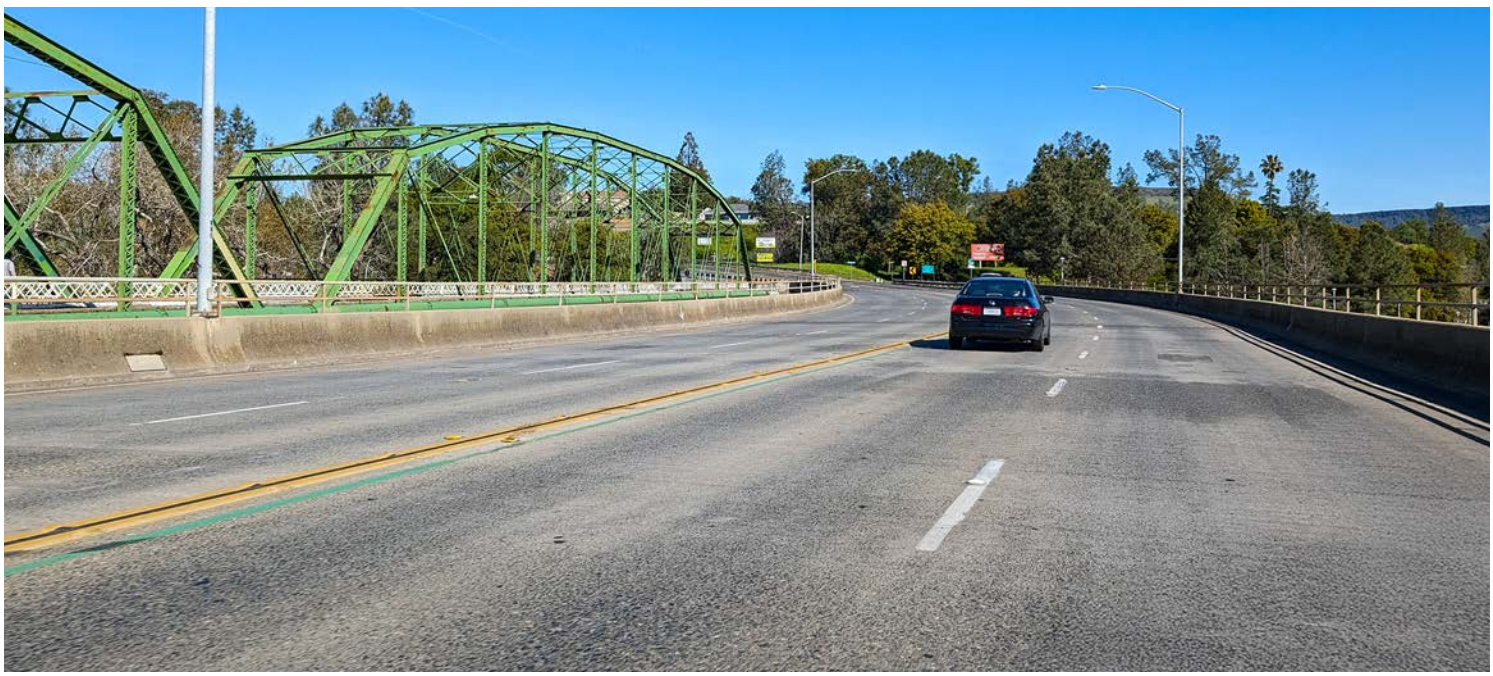
G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
N/A - Mark Thomas meets the goal		

H. Any additional data to support a demonstration of good faith efforts:

N/A - Mark Thomas meets the goal

Move Forward



MARK THOMAS

SACRAMENTO

701 University Avenue, Suite 200
Sacramento, CA 95825 • (916) 381-9100

San José • Cupertino • Fresno • Inland Empire • Los Angeles
Walnut Creek • Lakewood • Oakland • Roseville • Sacramento

markthomas.com

COST PROPOSAL FOR PROJECT SCOPE - City of Oroville: Washington Avenue and Table Mountain Boulevard Complete Streets Project

MARK THOMAS

*Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges.

		Mark Thomas																															Subconsultants						
		Principal $506	Sr. Project Manager $277	Sr. Project Manager (Structures) $277	Sr. Technical Lead $259	Project Manager $233	Sr. Project Engineer $203	Sr. Project Engineer (Structures) $203	Sr. Resident Engineer $313	Project Engineer $168	Project Engineer (Structures) $168	Sr. Technician $163	Sr. Technician (Structures) $163	Design Engineer II $142	Design Engineer I $113	LAUD Division Manager $264	LAUD Project Manager $207	Landscape Architect $132	Landscape Designer II $118	Landscape Designer I $87	Survey Division Manager $354	Survey Manager II $250	Project Surveyor III $220	Project Surveyor II $187	Asst Surveyor II $132	Survey Specialist III $187	Lead Survey Technician $126	Survey Technician III $138	Survey Technician II $122	2-Person Crew (OE3) $325	Planner II $123	Funding Manager $309	Sr. Funding Specialist $210	Project Accountant $129	Sr. Project Coordinator $148	Sr. Graphic Manager $186	Sr. Graphic Designer $146	Total Hours	Total MT Cost	AIM CONSULTING DBE	CRAWFORD	GALLAWAY ENTERPRISES DBE	MONUMENT ROW DBE	BENNETT DBE	Fehr & Peers	TOTAL COST
1.0	**PROJECT MANAGEMENT AND COMPLIANCE**																																								
1.1	Project Management	20	67																														60	60			207	$45,253	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,253.35
1.2	Meetings	20	40			20	60										38																				178	$45,940	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,939.58
1.3	Quality Control		30		50	30	30		30							6	30	15																				221	$53,536	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53,535.60
1.4	Stakeholder Database and Outreach Management		16				16																															32	$7,681	$9,014.39	$0.00	$0.00	$0.00	$0.00	$0.00	$16,695.85
1.5	Public Workshops		48			16	48										16	24																	16	40	208	$42,085	$25,215.79	$0.00	$0.00	$0.00	$0.00	$0.00	$67,301.08
1.6	City Council Presentations		16			8	24										8	4																	4	8	72	$15,276	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,276.12
1.7	Funding Application Support		8				8							16			8	4												90	40	90					264	$50,700	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,699.81
OTHER DIRECT COSTS																																						$336	$2,400.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,736.00
	Subtotal Phase 1	**40**	**225**	**0**	**50**	**74**	**186**	**0**	**30**	**0**	**0**	**0**	**0**	**16**	**0**	**6**	**100**	**47**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**90**	**40**	**90**	**60**	**60**	**20**	**48**	**1182**	**$260,807**	**$36,630.18**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$297,437.39**
2.0	**DATA COLLECTION**																																								
2.1	Project Initiation and Site Visits		8			16	20			16				16																							76	$14,983	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14,983.19
2.2	Survey and Mapping					2	4			8				16																							30	$4,904	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,903.98
2.2.1	Controls Surveys																				4	12		24	20					120					12			192	$52,365	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,365.21
2.2.2	Record Level Right-of-Way Mapping																				6	16		40	24			8	24	30					2			150	$31,149	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,148.97
2.2.3	Topographic Surveys and Orthoimagery																				10	20	2	48	16	80	24	240	12	100					10			562	$106,748	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$106,748.43
2.2.4	Utility Mapping (SUE Level D)		2				2			8				16							2	10		24	12	24	12		40	30					2			184	$34,805	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,805.26
OTHER DIRECT COSTS																																						$77,460	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$77,460.00
	Subtotal Phase 2	**0**	**10**	**0**	**0**	**18**	**26**	**0**	**0**	**32**	**0**	**0**	**0**	**48**	**0**	**0**	**0**	**0**	**0**	**0**	**22**	**58**	**2**	**136**	**72**	**104**	**44**	**264**	**52**	**280**	**0**	**0**	**0**	**0**	**26**	**0**	**0**	**1194**	**$322,415**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$244,955.04**
3.0	**ENVIRONMENTAL STUDIES AND DOCUMENTATION**																																								
3.1	Project Initiation, Project Description, PES, and Final Review		8			4	8			8				16	24																							68	$11,099	$0.00	$0.00	$25,734.17	$0.00	$0.00	$0.00	$36,833.23
3.2	Technical Studies		16			4	16																															36	$8,615	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,614.52
3.2.1	Natural Environmental Study																																					0	$0	$0.00	$0.00	$17,100.08	$0.00	$0.00	$0.00	$17,100.08
3.2.2	Delineation of Aquatic Resources																																					0	$0	$0.00	$0.00	$8,625.09	$0.00	$0.00	$0.00	$8,625.09
3.2.3	Temporary Occupancy Memo																																					0	$0	$0.00	$0.00	$2,269.60	$0.00	$0.00	$0.00	$2,269.60
3.2.4	Con Noise & Air Quailty Memos																																					0	$0	$0.00	$0.00	$3,530.49	$0.00	$0.00	$0.00	$3,530.49
3.2.5	Water Quality Tech Memo																																					0	$0	$0.00	$0.00	$8,273.85	$0.00	$0.00	$0.00	$8,273.85
3.2.6	Archaeological Survey Report and Historic Properties Survey Report																																					0	$0	$0.00	$0.00	$2,269.61	$0.00	$0.00	$0.00	$2,269.61
3.2.7	Visual Impact Assessment Technical																24	80	40																12	40	196	$28,312	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,311.82
3.2.8	Community Impact Assessment Memo																																					0	$0	$0.00	$0.00	$14,232.38	$0.00	$0.00	$0.00	$14,232.38
3.2.9	Initial Site Assessment																																					0	$0	$0.00	$20,717.93	$0.00	$0.00	$0.00	$0.00	$20,717.93
3.3	CEQA/NEPA Documentation and Environmental Commitment Record		16			4	24																															44	$10,242	$0.00	$0.00	$27,461.07	$0.00	$0.00	$0.00	$37,703.02
OTHER DIRECT COSTS																																						$0	$0.00	$5,659.00	$114,253.11	$0.00	$0.00	$0.00	$119,912.11
	Subtotal Phase 3	**0**	**40**	**0**	**0**	**12**	**48**	**0**	**0**	**8**	**0**	**0**	**0**	**16**	**24**	**0**	**24**	**80**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**40**	**344**	**$58,267**	**$0.00**	**$26,376.93**	**$223,749.45**	**$0.00**	**$0.00**	**$0.00**	**$308,393.73**
4.0	**UTILITY COORDINATION**																																								
4.1	Prepare Conflict Mapping		8			4	20			40				80	80																							232	$34,339	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,338.73
4.2	Utility Coordination Meetings		12			8	12																															32	$7,627	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,627.21
4.3	Miscellaneous Utility Documentation																																					0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.4	Potholing of Utilities		2			2	4			16				24																							48	$7,942	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,941.85
OTHER DIRECT COSTS																																						$88,000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$88,000.00
	Subtotal Phase 4	**0**	**22**	**0**	**0**	**14**	**36**	**0**	**0**	**56**	**0**	**0**	**0**	**104**	**80**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**312**	**$137,908**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$137,907.79**
5.0	**RIGHT OF WAY PHASE & DETERMINATION**																																								
5.1	ROW Requirements		4			4	20			20				24	80																							152	$21,894	$0.00	$0.00	$0.00	$13,440.00	$0.00	$0.00	$35,334.33
OTHER DIRECT COSTS																																						$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Subtotal Phase 5	**0**	**4**	**0**	**0**	**4**	**20**	**0**	**0**	**20**	**0**	**0**	**0**	**24**	**80**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**152**	**$21,894**	**$0.00**	**$0.00**	**$0.00**	**$13,440.00**	**$0.00**	**$0.00**	**$35,334.33**
6.0	**PRELIMINARY ENGINEERING STUDIES**																																								
6.1	Traffic Analysis		2			2	2																															6	$1,427	$0.00	$0.00	$0.00	$0.00	$19,574.16	$21,000.87
6.2	Geotechnical Report		2			2	2																															6	$1,427	$0.00	$48,721.81	$0.00	$0.00	$0.00	$0.00	$50,148.52
6.3	Corridor Landscape Design Plan		2			2	2									4	40	120	80	60																	310	$41,217	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,217.33
6.4	Corridor Lighting Analysis		2			2	2																															6	$1,427	$0.00	$0.00	$0.00	$0.00	$16,249.43	$0.00	$17,676.14
6.5	Structure Load Rating		2	18		2	2	42			32		48																									146	$28,144	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,143.65
6.6	Stormwater Data Report		2			2	4			32					16																							56	$9,016	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,015.95
6.7	Roadway Drainage Memo		2			2	4			24				32	48																							112	$15,829	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,829.45
OTHER DIRECT COSTS																																						$0	$0.00	$33,656.20	$0.00	$0.00	$0.00	$8,302.00	$41,958.20
	Subtotal Phase 6	**0**	**14**	**18**	**0**	**14**	**18**	**42**	**0**	**56**	**32**	**0**	**48**	**32**	**64**	**4**	**40**	**120**	**80**	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**642**	**$98,487**	**$0.00**	**$82,378.01**	**$0.00**	**$0.00**	**$16,249.43**	**$27,876.16**	**$224,990.12**
7.0	**DESIGN AND CONSTRUCTION PREPARATION**																																								
7.1	30% Plans and Estimate		160			120	180			280		240		400	400																							1780	$297,006	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$297,005.61
7.2	60% PS&E																																					0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.2.1	60% PS&E (Civil)		280			220	440			600		160		800	720																							3220	$540,198	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$540,197.60
7.2.2	60% PS&E (Structures)			16				32			32		64																									144	$26,733	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,733.22
7.2.3	60% PS&E (Landscape)															8	60	120	240	240																	668	$79,500	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$79,499.86
7.3	90% PS&E																																					0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.3.1	90% PS&E (Civil)																																					0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.3.2	90% PS&E (Structures)																																					0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.3.3	90% PS&E (Landscape)																																					0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.4	100% (Bid Set) PS&E																																					0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.4.1	100% (Bid Set) PS&E (Civil)																																					0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.4.2	100% (Bid Set) PS&E (Structures)																																					0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.4.3	100% (Bid Set) PS&E (Landscape)																																					0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7.5	Signals Lighting and Electrical Design		2				4							2																							8	$1,652	$0.00	$0.00	$0.00	$0.00	$32,664.10	$0.00	$34,315.94
7.6	Permits to Enter and Construct																																					0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER DIRECT COSTS																																						$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Subtotal Phase 7	**0**	**442**	**16**	**0**	**340**	**624**	**32**	**0**	**880**	**32**	**400**	**64**	**1202**	**1120**	**8**	**60**	**120**	**240**	**240**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**5820**	**$945,088**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$32,664.10**	**$0.00**	**$977,752.23**
8.0	**PERMITTING**																																								
8.1.1	Caltrans Encroachment Permit																																					0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8.1.2	Department of Water Resources (DWR) Encroachment Permit																																					0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8.2	CPUC and/or UPRR Coordination		24			48	52			64				16																							204	$41,456	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,456.02
OTHER DIRECT COSTS																																						$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Subtotal Phase 8	**0**	**24**	**0**	**0**	**48**	**52**	**0**	**0**	**64**	**0**	**0**	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**204**	**$41,456**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$41,456.02**

9.0	**ROW AND/OR CONSTRUCTION PHASE AUTHORIZATION**																																							
9.1	ROW Documentation and Construction Phase Authorization																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER DIRECT COSTS																																	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Subtotal Phase 9	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
10.0	**BID PROCESS**																																							
10.1	Responding to Bid Inquiries																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10.2	Attending Pre-Bid Meetings																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10.3	Preparing Addenda to PS&E																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OTHER DIRECT COSTS																																		$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Subtotal Phase 10	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
TOTAL HOURS		**40**	**781**	**34**	**50**	**524**	**1010**	**74**	**30**	**1116**	**64**	**400**	**112**	**1458**	**1368**	**18**	**224**	**367**	**360**	**300**	**22**	**58**	**2**	**136**	**72**	**104**	**44**	**264**	**52**	**280**	**90**	**40**	**90**	**60**	**86**	**32**	**88**	**9850**		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
Anticipated Salary Increases																																					$21,506.58	**$200.00**	**$694.40**	**$2,737.39**	**$500.00**	**$1,500.00**	**$200.00**	**$27,338.37**
OTHER DIRECT COSTS																																					$165,796.00	**$2,400.00**	**$39,315.20**	**$114,253.11**	**$0.00**	**$350.00**	**$8,302.00**	**$330,416.31**
TOTAL COST		**$20,234**	**$216,074**	**$9,407**	**$12,952**	**$122,231**	**$205,463**	**$15,054**	**$9,398**	**$187,675**	**$10,763**	**$65,097**	**$18,227**	**$207,619**	**$153,987**	**$4,760**	**$46,479**	**$48,279**	**$42,476**	**$26,039**	**$7,787**	**$14,473**	**$439**	**$25,453**	**$9,472**	**$19,464**	**$5,550**	**$36,519**	**$6,347**	**$91,136**	**$11,107**	**$12,368**	**$18,919**	**$7,730**	**$12,713**	**$5,946**	**$12,889**		**$1,907,828.95**	**$36,830.18**	**$109,449.34**	**$226,486.84**	**$13,940.00**	**$50,763.53**	**$28,076.16**	**$2,373,375.00**
O.	**OPTIONAL TASKS**																																							
3.4	Environmental Permitting																																0	$0	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
3.4.1	Clean Water Act & USACE Permit Facilitation																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3.4.2	Clean Water Act & 401 Regional Water Quality Board Certification																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3.4.3	Section 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3.4.4	Compensatory Mitigation Facilitation																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5.2	ROW Retracement																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5.3	Appraisal Exhibits																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5.4	Legal Descriptions and Plats																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5.5	Appraisals																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5.6	Appraisal Review																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5.7	Acquisition and Negotiation																																0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6.1.3	Roundabout Feasibility Analysis		8				16			40					16																		80	$13,996	$0.00	$0.00	$0.00	$0.00	$0.00	$18,815.00	$32,810.88
6.1.4	Pedestrian Crossing Improvements Opportunities		8				12			16					16																		52	$9,146	$0.00	$0.00	$0.00	$0.00	$0.00	$9,609.00	$18,755.15
6.1.5	Existing Conditions Memorandum		4				4																										8	$1,920	$0.00	$0.00	$0.00	$0.00	$0.00	$11,060.00	$12,980.37
	Subtotal Optional Tasks	**0**	**20**	**0**	**0**	**0**	**32**	**0**	**0**	**56**	**0**	**0**	**0**	**0**	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$25,062**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$39,484.00**	**$64,546.39**
TOTAL HOURS - OPTIONAL		**0**	**20**	**0**	**0**	**0**	**32**	**0**	**0**	**56**	**0**	**0**	**0**	**0**	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Anticipated Salary Increases (5% for 2 years)																																					$1,253.12	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,715.12**
OTHER DIRECT COSTS - OPTIONAL																																					$0.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$362.00**	**$362.00**
TOTAL COST - OPTIONAL		**$0**	**$5,533**	**$0**	**$0**	**$0**	**$6,510**	**$0**	**$0**	**$9,417**	**$0**	**$0**	**$0**	**$0**	**$3,602**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$26,315.51**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$39,846.00**	**$66,623.51**

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**
CHRIS TENNS, FIRE CHIEF
RON BELSER, CODE ENFORCMENT DIRECTOR

RE: **PROPSOSED UPDATES TO THE WEED ABATEMENT ORDINANCE**

DATE: **MAY 6, 2025**

SUMMARY

As wildfire risks continue to grow, the safety of Oroville's residents remains a top priority. Staff is requesting the Council consider updates to the current weed abatement ordinance to strengthen fire prevention efforts and better protect our community. These updates focus on addressing fire hazards more effectively, with a key emphasis on establishing defensible space around homes to reduce the risk of wildfire damage.

DISCUSSION

With the implementation of new Fire Hazard Severity Zones (FHSZs) in Local Responsibility Areas (LRAs), including within the City of Oroville, staff believes it is essential to revise the City's existing ordinance to reflect these changes. Incorporating updated language that identifies Very High, High, and Moderate fire hazard severity zones will help align the City's fire prevention efforts with the State's current risk assessment and clarify expectations for property owners. To further address the evolving nature of wildfire risk and enhance the City's fire prevention strategies, several additional updates to the ordinance are proposed. These include revised definitions to ensure terminology aligns with modern fire safety practices, making the ordinance easier for residents, landowners, and enforcement personnel to understand and apply.

Recognizing the distinct challenges posed by larger properties, the updated ordinance introduces provisions tailored to these areas, supporting more effective hazard reduction strategies. Additionally, the ordinance establishes clear guidelines for the proper disposal of vegetation, helping to ensure that flammable debris is not left in a way that increases fire risk.

Protecting our community from wildfire is a shared responsibility. These updates are a critical step in making Oroville a safer place to live and work, but lasting progress

depends on all of us. By working together and staying proactive, we can reduce fire hazards and better protect our homes, neighborhoods, and each other.

FISCAL IMPACT

NONE

ACTION REQUESTED -

STAFF RECOMMENDS CITY COUNCIL WAIVE THE FIRST READING OF ORDINANCE FOR WEED ABATEMENT AND DIRECT STAFF TO BRING BACK FOR ADOPTION AT THE NEXT MEETING WITH PROPOSED EFFECTIVE DATE OF JANUARY 1, 2026.

ATTACHMENTS

DRAFT ORDINANCE (Updated Weed Abatement Ordinance – 2025)

§ 13.08.170 § 13.08.200

Article 2
Yard Waste, Weeds, MSW Recyclable Material and Organic Waste, and Rubble

Purpose

It is the intent of this chapter to require the owners and occupants of real property in the within the City of Oroville to maintain said properties to:

1. *Reduce the risk of uncontrolled fires and the harm they may cause to individuals.*
2. *Minimize the spread of any fire to other properties and buildings.*
3. *Reduce obstructions to fire suppression efforts if a fire does occur.*
4. *Increase the opportunity for firefighters to successfully protect lives, residences, and other valuable buildings from wildfires.*
5. *Protect populated areas, such as metropolitan areas, suburban areas, and urban and rural subdivisions from encroaching wildfires.*
6. *Reduce the spread of residential and other building fires into the wildland vegetation; and*
7. *Prevent interference with fire hazard abatement activities.*

It is the duty of every owner and occupant of real property within the City of Oroville set forth in section_____of this chapter to comply with the firebreak requirements specified in section_____of this chapter and to prevent fire hazards from arising on, or existing upon, his or her property. A failure to comply with the mandatory duty set forth in this section by failing to prevent fire hazards from arising on, or existing upon, one's property is unlawful and punishable as a misdemeanor.

§ 13.08.170. Definitions

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- "**~~Grass~~**," "**~~weeds~~**" or "**~~plants~~**" ~~means grass, weeds, or plants which when mature will attain such a large growth as to become a fire menace when dry, or which are otherwise noxious or dangerous~~.

- **Fire Hazard Vegetation:** Any plant or material that is highly flammable and can contribute to the spread of wildfire, including dry or dead grass, brush, and other combustible vegetation.

- "**Owner**" means the legal owner of real property fronting on any street; and as used in this chapter the singular shall include the plural, and shall include an individual, a firm, an association, a corporation, a partnership and the lessees, trustees, agents, employees, and representatives of any such owner. Proof of the assessment of any real property, the subject of this chapter, to any person or legal entity on the official assessor's rolls shall constitute prima facie evidence that such person or legal entity to whom such property is so assessed is the legal owner thereof.

- **Public street**" or "**streets**" means all roads, streets, avenues, boulevards, alleys, parkways and public rights-of-way or any portions thereof of the City.

- **"Rubble"** means any rubble, residue, structure or part or portions of a structure, remaining after the demolition or partial demolition of any building or structure in the City.

- **Defensible Space:** A buffer zone around structures where vegetation is reduced or modified to slow or stop the spread of wildfire and protect property from fire damage.

- **Fire Hazard Severity Zones (FHSZ):** Geographic areas that have been classified based on the risk of wildfire, considering factors such as vegetation, climate, topography, and historical fire behavior. These zones are used to establish fire safety regulations for property owners.

- **Moderate Fire Hazard Severity Zone:** Areas with moderate wildfire risk, where defensible space is still important, but the vegetation management and other requirements may be less stringent compared to higher-risk zones.

- **High-Risk Fire Zone:** Areas identified as vulnerable to wildfires due to proximity to wildland areas, dry conditions, and historical fire data.
- **Very High Fire Hazard Severity Zone:** Areas where the risk of wildfire is the highest. These areas require the most stringent fire safety measures, including a large defensible space and specific management practices.

(Ord. 1165; Ord. 1184; Ord. 1192 § 1; Ord. 1861 § 2, 2021)

§ 13.08.180. Vegetation Removal and Maintenance

§ 13.08.180.
~~Removal~~
Fire Hazard Vegetation Abatement

A. ~~Yard Waste and Weeds Etc. Every owner of real property within the corporate limits of the City shall remove and destroy all grass, weeds or plants as defined in Section. 13.08.170 from such real property and from in front of such real property from the property line thereof to the curb line of the street upon which such real property abuts.~~ Every owner of real property within the City limits shall remove all fire hazard vegetation, including dry grasses, weeds, plants, and brush, from such real property and from in front of such real property from the property line thereof to the curb line of the street upon which such real property abuts, unless the vegetation is properly maintained by irrigation and or spacing as not to be conducive to fire growth and propagation. It is highly recommended to remove ornamental shrubs from the property that are flammable even when cared for. Ie: juniper bushes, etc

B. ~~MSW, Recyclable Material, Organic Waste and Rubble. Every owner of real property within the corporate limits of the city shall keep such real property, and the real property in front of the same from the property line thereof to the curb line of the street upon which such real property abuts, free and clear of all MSW, recyclable material, organic waste, and rubble.~~ ~~Property~~ owners in high and very high severity zones must maintain defensible space around all structures by removing fire hazard vegetation within a minimum of 30 feet of all buildings, fences, and other structures, or as determined by the Fire Chief

C. Rubble. Every owner of real property within the corporate limits of the City shall keep such real property free and clear of all rubble.

D. Additional vegetation management shall be conducted within high and very high fire hazard severity zones around structures on the property, including areas designated for ingress and egress, to ensure adequate defensible space and access for emergency vehicles

1. Property owners must also clear brush, dead trees, and overgrown vegetation that could potentially block access for emergency responders or fuel a fire.

2. Vegetation should be cut to a height not exceeding 4 inches or as determined by the Fire Chief in high-risk zones. This includes all shrubs, grasses, and brush within proximity to structures and emergency access points.

3. Remove leaves and needles from roof and rain gutters.

4. Mature tree canopy should be no closer than 10 feet to the edge of the building, roof, and chimney.

5. Clear plants and flammable items from under and around decks

6. Tall trees shall be pruned 6 feet from the ground or 1/3 of overall height.

7. Parcels with a fire hazard caused by excessive vegetation growth, are required to establish and maintain firebreaks. The primary goal of these firebreaks is to slow or stop the spread of fire during regular summer fire season conditions. Firebreaks can consist of fire-resistant vegetation like irrigated lawns or pastures, ice plant, green ivy, and other plants approved by the Fire chief as being fire-resistant. It is essential to maintain vegetation and firebreaks in a condition that impedes the spread of fire.

   - **Properties 1 to 5 Acres:** Owners of properties ranging from 1 acre to 5 acres must establish a fire break around the entire property. This fire break should be a clear area devoid of combustible vegetation to reduce the spread of fire across the property. Required firebreaks may be created by mowing to a maximum height of four (4) inches, discing or removing the annual weeds, grass, rank growth and trimmings, and by removing obstructions.

- **Properties Greater Than 5 Acres:** Owners of properties greater than 5 acres must establish a fire line around the property's perimeter. These properties will also require an addition fire break dividing the property into sections further reducing the spread of fire across large areas. This can be achieved by mechanical equipment or natural ie: rivers, creeks, riparian, or existing trail/ road. The fire line and break should be maintained regularly to ensure they remain effective. Well maintained properties will not be required to add a fire break if other defensible space requirements are met.

8. Use of Livestock for Fuel Reduction: General guidelines for the use of Livestock for fuel reduction management can vary. It is acceptable to follow this guideline for fuel reduction. The standard equation for all hoofed animals will be one (1) acre of "feed" per hoofed animal or 8 to 12 goats per 5 acres. If the number of hoofed animals or goads exceeds the number of acres in said parcel the owner and occupant may be exempt.
9. For travel ways entering and exiting the property, clear and maintain vegetation down to 4 inches or less, creating a buffer zone of at least 10 on both sides, and trim all overhanging tree branches to a minimum height of 14 feet to allow access for emergency vehicles.
10. It is not permitted to allow an accumulation of combustible material, dead or dying trees, or green waste on an unimproved parcel's property line when it encroaches on the 100-foot defensible space requirements of a structure or building on the adjacent property.

Community Education

- Educational Campaign: The City will launch an educational campaign to help homeowners understand how to create defensible space, manage fire risk, and comply with the ordinance. This could include workshops, online resources, and community outreach.

(Ord. 1165; Ord. 1184; Ord. 1861 § 2, 2021)

§ 13.08.190. Disposal of Removed Vegetation and Waste

Upon removal, such yard waste, grass, weeds, plants, MSW, recyclable material and organic waste and rubble shall not be placed, deposited, or dumped in the public streets; or placed, deposited, or dumped between the property line and the curb line.

Proper Disposal Methods:

1. Chipping: Materials may be chipped and used as mulch on-site if safe and permissible.

2. Removal: Materials must be hauled to a designated disposal or composting site.

3. Burning**:** Only allowed under specific, controlled conditions and with a valid burn permit from the fire department and/or local authorities, to avoid contributing to fire risk.

(Ord. 1165; Ord. 1184; Ord. 1861 § 2, 2021)

§ 13.08.200. Notice to remove Vegetation

Publication. The fire chief shall cause to be published two notices in the Oroville Mercury Register between April 1st and 20th, which notices shall in each publication provide as follows:

NOTICE TO ALL PROPERTY OWNERS IN THE OROVILLE CITY LIMITS TO REMOVE YARD WASTE, GRASS, WEEDS OR PLANTS, MSW, RECYCLABLE MATERIAL AND ORGANIC WASTE AND RUBBLE PRIOR TO JUNE 15th OF EACH YEAR.

All owners of land in the City limits of the City of Oroville are hereby notified to remove or destroy all yard waste, grass, weeds, or plants, MSW, Recyclable Material and Organic Waste and rubble thereon prior to June 15th. ADMINISTRATIVE CITATIONS WILL BE ISSUED pursuant to City Ordinance No. 1717 for violations thereof against all property owners failing to comply with this notice.

_____

FIRE CHIEF, City of Oroville, by direction of the City Council

Failure to Comply

1. Upon the failure of the owner of any real property in the City to remove or destroy such yard waste, grass, weeds, or plants, or remove such MSW, recyclable material, organic waste, and rubble from such real property, or to remove or destroy such yard waste,
grass, weeds or plants, or to remove such MSW, recyclable material, organic waste, or rubble from in front of such real property from the property line thereof to the curb line of the street upon which such real property abuts, such owner shall be given notice by the fire chief of the City to remove or destroy the same within a period of 10 days. Such notice shall be in writing or printed and shall be dated. The fire chief shall mail written notices in substantially the same form as provided in subsection C of this section; except, that the fire chief shall sign such notice that is to be mailed to the owner to whom the real property is assessed on the last equalized assessment roll, and that is to be mailed to the address shown on the assessment roll.

2. Before the end of the period mentioned in such notice, the owner, if he or she has any objection thereto, may file with the City clerk a protest in writing setting forth the legal and factual reasons on which the objection to such notice of proposed removal or destruction is based. If, at the end of such period mentioned in such notice, such owner has failed to comply with the notice; and if he or she has failed to file a written protest with the City clerk, a citation shall be issued and duly served upon such owner for violation of this chapter. If a written protest is filed with the City clerk, and if the City clerk or the fire chief believes the protest to be without merit, then the written protest shall be referred to the City council for a hearing and decision thereon. The City council may hear the protest at a regular or special meeting, and the City clerk shall mail, at least 7 days before the hearing, a notice of the date and time of the hearing before the City council, to the owner who has filed a written protest of the proposed removal. If the City council finds the written protest and the oral testimony, if any, without merit and overrules the protest, then the City clerk shall mail to the owner a notice giving the substance of the decision of the City council, and then if the owner does not him or herself at his or her own expense make the removal within 5 days thereafter, a citation shall be duly issued and served upon such owner for the violation of this chapter.

NOTICE TO DESTROY OR REMOVE YARD WASTE, GRASS, WEEDS OR PLANTS, AND REMOVE MSW, RECYCLABLE MATERIAL, ORGANIC WASTE AND RUBBLE.

Notice is hereby given that the noxious and dangerous grass, weeds or plants growing upon or in front of this property, or the MSW, Recyclable Material Organic Waste and rubble upon, or in front of this property, or the rubble upon this property, constitute a public nuisance which must be abated within_____ days of the date hereof by the destruction or removal of said Yard Waste, Grass, Weeds or Plants, or to remove such MSW, Recyclable Material, Organic Waste or Rubble. Upon your failure to comply with this notice, an administrative citation will be duly issued and served upon you. IT WILL BE THE POLICY OF THE CITY OF OROVILLE NOT TO DISMISS CITATIONS FOR COMPLIANCE AFTER JUNE 15th. FAILURE TO COMPLY WILL RESULT IN ADDITIONAL CITATION(S) OR FINE(S). If you object to this proposed destruction and removal of Yard Waste, Grass, Weeds or Plants, or to remove such MSW, Recyclable Material, Organic Waste or Rubble, you are hereby notified to file with the City Clerk within 10 days of the date hereof a written protest setting forth the legal and factual reasons upon which the objection is based.

A brief official or City Assessment description of the premises is as follows:

A.P. # _____

DATED _____

_____

Fire Chief, City of Oroville, by direction of the City Council

(Ord. 1165; Ord. 1184; Ord. 1717 §§ 1, 2; Ord. 1861 § 2, 2021)

§ 13.08.210. Right of entry of certain officials

The fire chief, his or her assistants and deputies, City employees or other public official designated by the City council may enter upon private property to perform the duties imposed by this chapter.

(Ord. 1165; Ord. 1184; Ord. 1861 § 2, 2021)

13.08.220. Costs of removal to be lien against property

Upon completion of the work of destruction or removal of yard waste, grass, weeds or plants, or to remove such MSW, recyclable material, organic waste or rubble by the City, the fire chief shall notify the City clerk that such work has been completed and shall, in writing, inform the City clerk of the cost of performing the same, and the City clerk shall in turn notify the owner of the real property in writing of the cost of such work. If the owner fails or refuses to pay to the City the mount of cost of such work within a period of 30 days from the date of such notice, then the City clerk shall record in a book to be kept for that purpose the name of the owner of the property, a description of the property sufficient for identification, and the amount of the charges against such real property for doing the work, removal or destruction of yard waste, grass, weeds or plants, or to remove such MSW, recyclable material, organic waste or rubble from such property. From and after the date that such entry is so made, the amount charged against such real property, which amount shall include the cost of removing the yard waste, grass, weeds or plants, or to remove such MSW, recyclable material, organic waste or rubble from in front of such real property from the property line thereof to the curb line of the street upon which such real property abuts, shall constitute a special assessment against such real property which has been described in the posted notice, and shall be a lien against such real property; and the amount of such special assessment shall be added to the next regular bill for taxes levied against such real property for municipal purposes.

(Ord. 1165; Ord. 1184; Ord. 1861 § 2, 2021)

§ 13.08.230. Collection of assessment

The amount of the assessment shall be collected at the time and in the manner ordinary municipal taxes are collected. If delinquent, the amount is subject to the same penalties and the same procedure of foreclosure and sale provided for in ordinary municipal taxes.

(Ord. 1165; Ord. 1184; Ord. 1861 § 2, 2021)

§ 13.08.240. Refunds

The City council may order refunded all or part of a special assessment paid pursuant to this chapter if it finds that all or part of the special assessment has been erroneously levied. A special assessment or portion thereof shall not be refunded unless a claim is filed with the City clerk on or before March 1st after the special assessment became due and payable. The claim shall be verified by the owner who paid the tax, or his/her guardian, executor, administrator, assignee, or successor in interest.

DATE: April 14, 2025
TO: STATE, CITY AND LOCAL OFFICIALS

NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO CHANGE RATES IN ITS DCPP 2026 COST RECOVERY APPLICATION TO SUPPORT EXTENDED OPERATIONS AS DIRECTED BY THE STATE TO ENSURE ELECTRIC RELIABILITY AND TO REDUCE GREENHOUSE GAS EMISSIONS FOR ALL CALIFORNIANS (A.25-03-015)

Acronyms you need to know

CPUC: California Public Utilities Commission
DCPP: Diablo Canyon Power Plant
PG&E: Pacific Gas and Electric Company
SCE: Southern California Edison Company
SDG&E: San Diego Gas & Electric Company

Why am I receiving this notice?

Senate Bill (SB) 846 was signed into law in September 2022 and provides a path for PG&E to extend DCPP operations beyond the current operating licenses which are set to expire in 2024 and 2025. As the owner of DCPP, the legislation authorizes PG&E to collect DCPP costs from the customers of other electric utilities in California with no additional markup, including SCE and SDG&E. On March 28, 2025, PG&E filed an application requesting CPUC approval of the forecasted costs of operating DCPP in 2026. In this application, PG&E proposes to collect $410 million in customers' rates over a one-year period beginning January 1, 2026. The $410 million consists of $277 million of statewide costs, shared across the three large investor-owned utilities, and $133 million assigned directly to PG&E. For the statewide costs, PG&E is required to contribute $124 million (44.9%), SCE $125 million (45.3%) and SDG&E $28 million (9.8%). Combining PG&E's statewide costs of $124 million with the costs directly assigned to PG&E of $133 million, the total contribution for PG&E is $257 million.

Why is PG&E requesting this rate change?

Continued operation of DCPP is necessary to promote statewide grid reliability[1]. Maintaining DCPP's operation aids in reducing greenhouse gas emissions, which contributes to a cleaner and more sustainable future for Californians. Going forward until DCPP's retirement, PG&E will file an annual request for recovery of forecasted costs for the upcoming year. PG&E will update its rate proposal later that year to reflect updated market prices. If the updated prices vary from the prices originally used in that year's request, it could result in higher or lower customer rates than those initially presented in March. Any differences will go toward the next application.

How could this affect my monthly electric rates?

Many customers receive bundled electric service from PG&E, meaning they receive electric generation, transmission and distribution services. In 2026, the bill for a typical residential customer using 500 kWh per month would decrease from $215 to $214 or 0.5%, compared to current bills. Detailed rate information will be sent directly to customers in a bill insert in April 2025.

Direct Access (DA) and Community Choice Aggregation (CCA) customers receive electric transmission and distribution services and select Commission-ordered services from PG&E. If this application is approved, on average, rates for services provided by PG&E to these customers would decrease by -0.7% compared to current rates. DA providers and CCAs set their own generation rates. Check with your DA provider or CCA to learn how this would impact your overall bill.

Another category of nonbundled customers is other Departing Load. These customers do not receive electric generation, transmission or distribution services from PG&E. On average, these customers would see a decrease of 0.2% compared to current rates.

Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

[1] Decision D.23-12-036, issued in December 2023

How does the rest of this process work?

This application will be assigned to a CPUC Administrative Law Judge who will issue a proposed decision that may adopt PG&E's application, modify it or deny it. Any CPUC Commissioner may sponsor an alternate decision with a different outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners at a public CPUC Voting Meeting. If PG&E's application is approved, the costs of DCPP will be included in the rates paid by PG&E and other California electric utilities' customers.

Parties to the proceeding may review PG&E's application, including the Public Advocates Office. The Public Advocates Office is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information about the Public Advocates Office, please call **1-415-703-1584**, email: **PublicAdvocatesOffice@cpuc.ca.gov** or visit **PublicAdvocates.cpuc.ca.gov**.

Where can I get more information?

CONTACT PG&E

If you have questions about this joint filing, please contact PG&E at **1-800-743-5000**. For TTY call **711**. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al **1-800-660-6789** • 詳情請致電 **1-800-893-9555.**

If you would like a copy of the filing and exhibits, please write to the address below:

Pacific Gas and Electric Company
DCPP 2026 Cost Recovery Application (A.25-03-015)
P.O. Box 1018
Oakland, CA 94604-1018

CONTACT CPUC

Please visit **apps.cpuc.ca.gov/c/A2503015** to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding.

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

Email: **Public.Advisor@cpuc.ca.gov**
Mail: CPUC
Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102
Call: **1-866-849-8390** (toll-free) or **1-415-703-2074**

Please reference **PG&E's DCPP 2026 Cost Recovery Application A.25-03-015** in any communications you have with the CPUC regarding this matter.

CITY OF OROVILLE

FIRE DEPARTMENT

Statistics Package

4/1/2025 to 4/30/2025

Countywide Cooperative Fire & Rescue Service

Definitions and Notes

Terms

Dispatched Agencies:
All agencies that are dispatched by the CAL FIRE / Butte County Fire Department Oroville Emergency Command Center
First Due Station:
The jurisdicational agency station's area where the incident happened based on the Computer Aided Dispatch Dynamic Routing First Due Station to another agency:

Agencies

- CABIG City of Biggs Fire Department
- CABTU CAL FIRE Butte Unit
- CABTC Butte County Fire Department
- CACDF CAL FIRE (Out Of Unit Activity)
- CACHI City of Chico Fire Department
- CAEMD El Medio Fire Protection District
- CAGRD City of Gridley Fire Department
- CALNF United States Forest Service Lassen National Forest
- CAMAY Marysville Fire Department
- CAMTR Mooretown Rancheria
- CAORO City of Oroville Fire Department
- CAPNF United States Forest Service Plumas National Forest
- CAPRA Town of Paradise Fire Department
- CASTC Sutter County Fire Department
- CATCR Tehama County Fire Department
- CAXPU Plumas County Unprotected Area

Incident Types

- MED - Medicals
- MEDFSS (Medical Flight)
- MEDA - Medical Code 2
- T/C - Traffic Collisions
- HAZ-CON - Hazardous Conditions
- P/A - Public Assists
- OTH - Other / Miscellanies
- ECC - Emergency Command Center Specific Incidents
- HAZ-MAT - Hazardous Materials
- RESCUE - Technical Rescues
- VEG - Vegetation Fires
- STR - Structure Fires
- VEH - Vehicle Fires
- OTH FIRES - Other Fire Types not categorized above
- F/A - False Alarms (Fires)

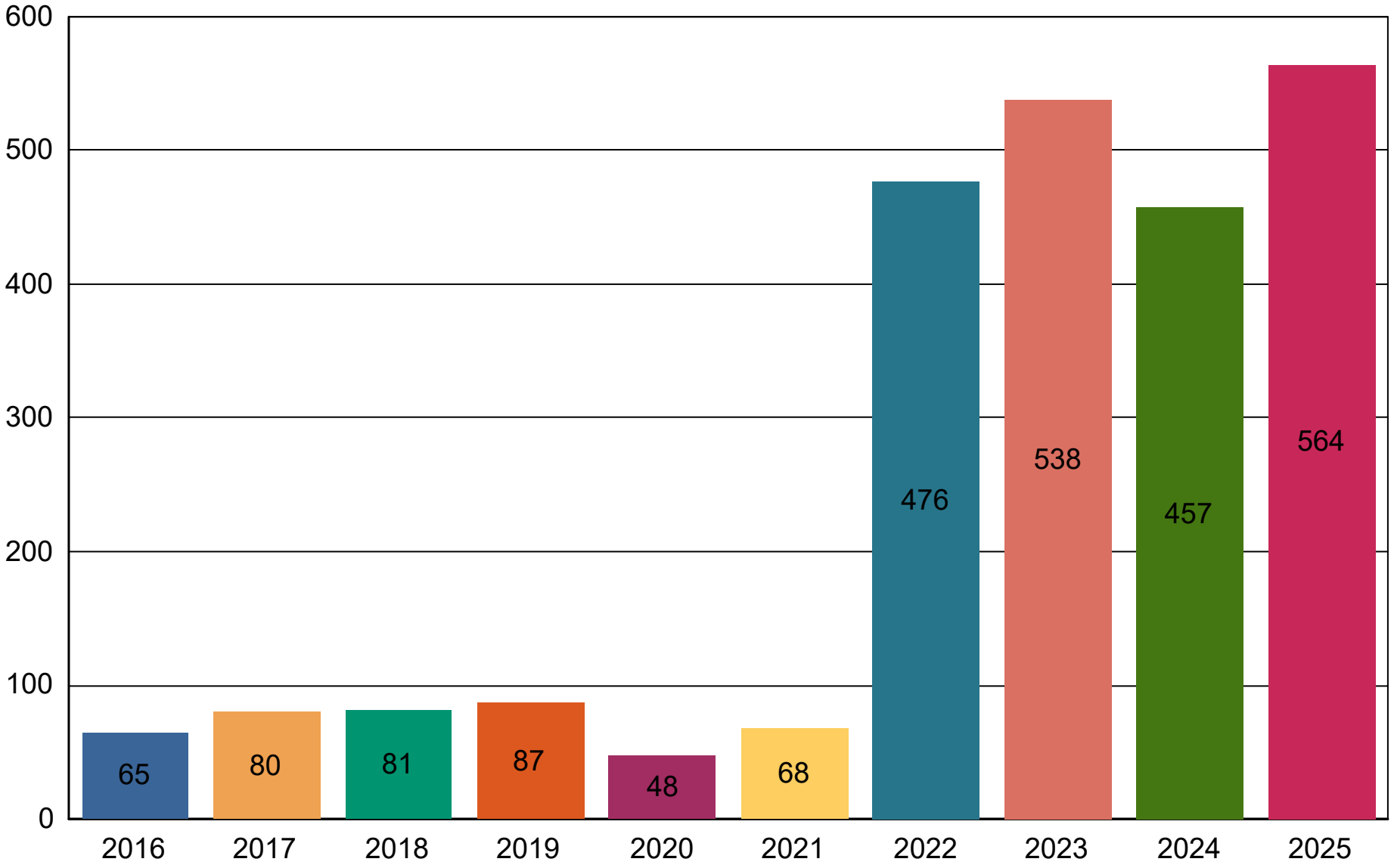
Stations

11 - CAL FIRE Butte Meadows	13 - CAL FIRE Stirling City	22 - CAL FIRE Cohasset
23 - CAL FIRE Forest Ranch	25 - Butte County Fire Butte College	33 - Butte County Fire Upper Ridge
35 - CAL FIRE Paradise	36 - CAL FIRE Jarbo Gap	41 - Butte County Fire Nord
44 - Butte County Fire South Chico	45 - Butte County Fire Durham	51 - CAL FIRE Feather Falls
54 - CAL FIRE Robinson Mill	55 - Butte County Fire Bangor	62 - CAL FIRE Harts Mill
63 - CAL FIRE Oroville	64 - Butte County Fire Kelly Ridge	71 - Butte County Fire Richvale
72 - Butte County Fire Palermo	73 - Butte County Fire Biggs	74 - Butte County Fire Gridley
81 - Paradise Birch Street	82 - Paradise South Libby Rd	91- CAL FIRE Oroville

ECC - CAL FIRE Oroville Emergency Command Center

10 Year Incident Comparison By Year All Incidents

4/1/25 To 4/30/25

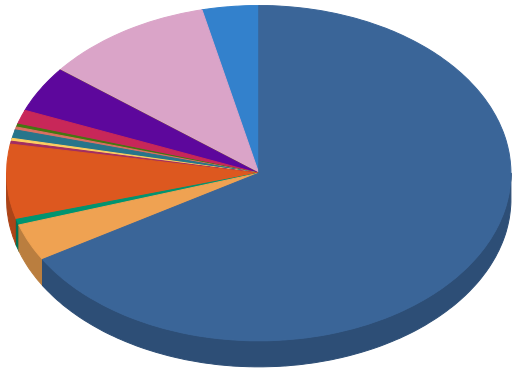


** DATA IS UNAVAILABLE PRIOR TO 02/11/2004*

Agency Activity 4/1/2025 to 4/30/2025

	MED	T/C	HAZ-CON	P/A	OTH	ECC	VEG	STR	VEH	OTH FIRE	F/A	HFSFS
CAORO	375	20	3	40	2	2	5	1	1	9	24	1
Total	375	20	3	40	2	2	5	1	1	9	24	1

Incident Type Percentages (All Agencies)

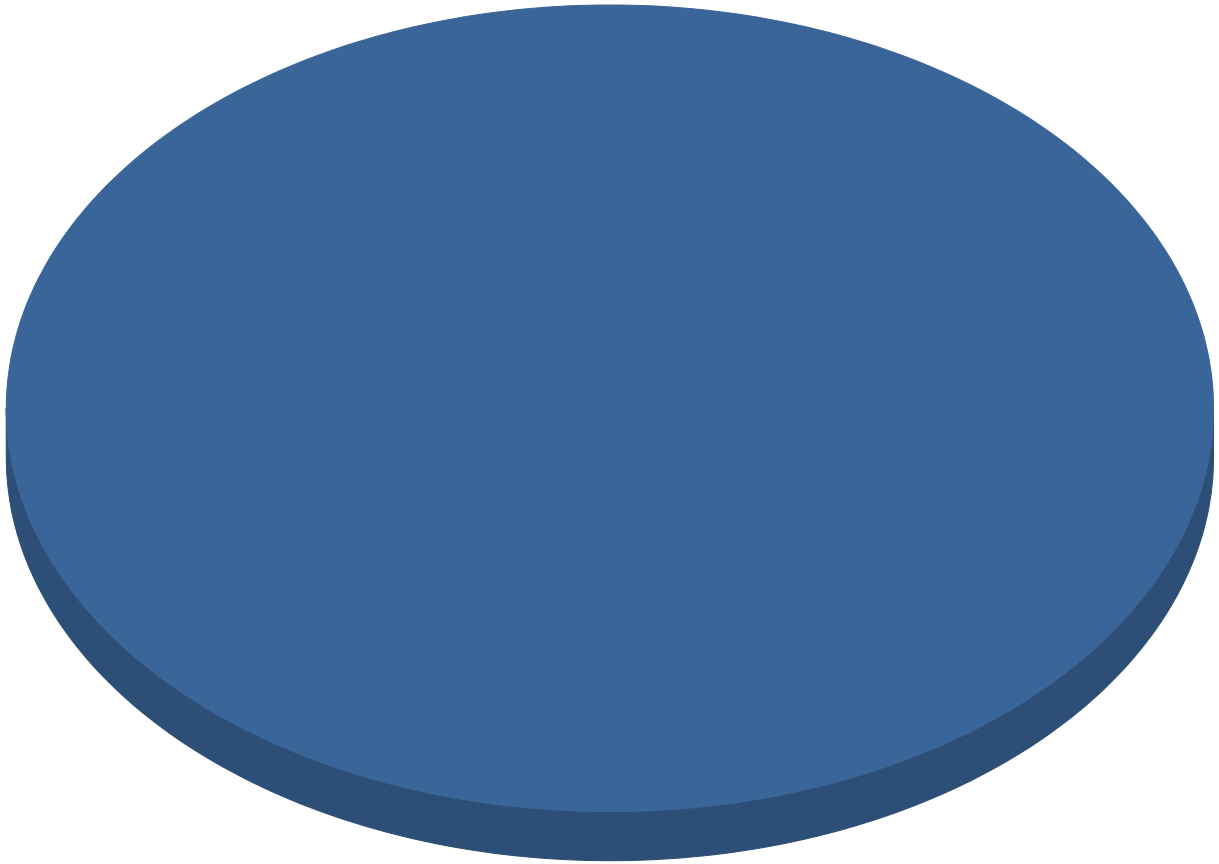


MEDICALS	375	66.5%
TRAFFIC COLLISIONS	20	3.5%
HAZARDOUS CONDITIONS	3	0.5%
PUBLIC ASSISTS	40	7.1%
OTHER INCIDENTS	2	0.4%
ECC INCIDENTS	2	0.4%
VEGETATION FIRES	5	0.9%
STRUCTURE FIRES	1	0.2%
VEHICLE FIRES	1	0.2%
OTHER FIRES	9	1.6%
FALSE ALARMS	24	4.3%
HFSFS	1	0.2%
MEDC2	61	10.8%
MVISTG	20	3.5%
Total:	564	100.0%

All Dispatched Agencies First Due Station Activity By Type
4/1/2025 To 4/30/2025

	Total
Total	0

All Dispatched Agencies Incident Activity by Type
4/1/2025 TO 4/30/2025



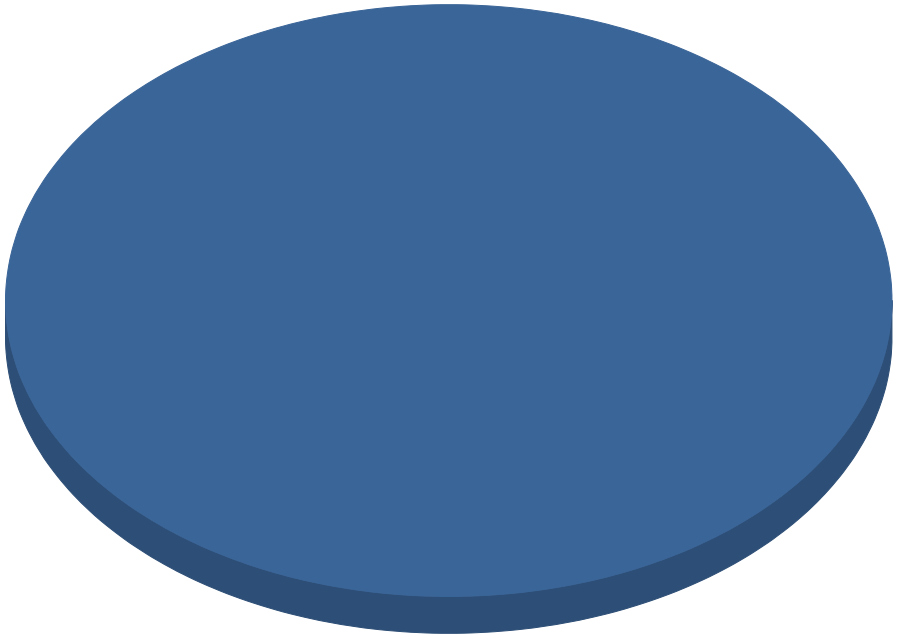
VEHICLE FIRES	100.0%
Total:	100.0%

4/1/2025 TO 4/30/2025

Incident Activity by Type For City of Oroville FD
4/1/2025 To 4/30/2025

	Total
Total	0

Incident Activity by Type For City of Oroville FD



VEHICLE FIRES	100.0%
Total:	100.0%

Cooperator Assitance Provided to *CAL FIRE*/Butte County Fire
4/1/2025 to 4/30/2025

	MED	T/C	HAZ-CON	P/A	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	HFSFS
CAORO	341	33	2	39	2	4	5	1	10	29	1
Total	341	33	2	39	2	4	5	1	10	29	1

Resource Agency Response to Jurisdictional Agency
4/1/2025 to 4/30/2025
CAORO to CAORO

Total Number of Incidents: **435**

Total Number of Resources Responding: **523**

		MED	T/C	HAZ-CON	P/A	VEG	STR	VEH	OTH FIRE	F/A	HFSFS	MEDC2	MVISTG
CAORO	**B9A**	0	4	0	0	0	0	0	0	1	0	0	0
	B9B	0	9	0	0	0	1	0	0	10	0	0	0
	E91	242	17	0	13	3	1	1	6	16	0	44	9
	E92	7	1	0	3	0	1	0	0	2	0	5	2
	T91	67	13	2	23	0	0	0	2	10	1	2	5
	Total	316	44	2	39	3	3	1	8	39	1	51	16

Resource Agency Response to Jurisdictional Agency
4/1/2025 to 4/30/2025
CABTC to CAORO

Total Number of Incidents: **123**

Total Number of Resources Responding: **127**

		MED	T/C	HAZ-CON	P/A	VEG	STR	OTH FIRE	F/A	MEDC2	MVISTG	Total
CABTC	**E63**	66	5	1	8	1	0	1	6	10	6	104
	E71	0	0	0	0	0	0	0	3	0	1	4
	E72	1	3	0	0	0	1	0	1	1	0	7
	Others	8	1	0	0	0	1	0	1	1	0	12
	Total	75	9	1	8	1	2	1	11	12	7	127

Resource Agency Response to Jurisdictional Agency
4/1/2025 to 4/30/2025
CAORO to CABTC

Total Number of Incidents: **88**

Total Number of Resources Responding: **103**

		MED	T/C	P/A	RESCUE	STR	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	**B9A**	0	3	0	1	0	0	4	0	0	8
	B9B	0	3	0	0	0	0	1	0	0	4
	BOAT91	0	0	0	1	0	0	0	0	0	1
	E91	37	8	4	1	3	1	15	6	2	77
	E92	5	1	0	0	1	0	0	0	0	7
	RS91	0	0	0	1	0	0	0	0	0	1
	T91	0	1	1	1	1	1	0	0	0	5
	Total	42	16	5	5	5	2	20	6	2	103

Resource Agency Response to Jurisdictional Agency
04/01/2025 to 04/30/2025
CAL FIRE to CAORO

Total Number of Incidents: **57**

Total Number of Resources Responding: **77**

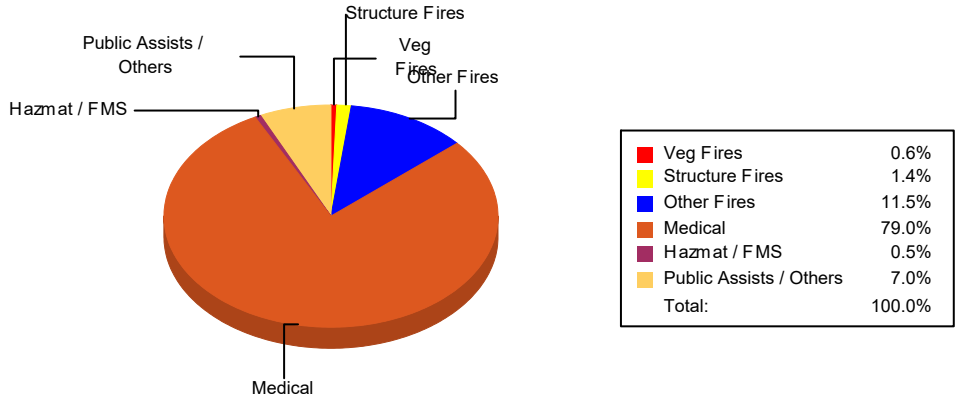
		MED	T/C	HAZ-CON	P/A	OTH	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	Total
CABTU	**B2102**	0	0	0	0	0	0	0	0	0	1	0	1
	B2103	0	2	0	0	0	0	0	0	0	1	0	3
	B2108	0	2	0	0	0	0	0	0	0	1	0	3
	B2115	0	1	0	0	0	0	0	0	0	0	0	1
	B2117	0	1	0	0	0	0	0	0	0	1	0	2
	B2118	1	0	0	0	0	0	0	0	0	0	0	1
	D2105	0	0	0	0	0	0	0	0	0	1	0	1
	D2106	0	0	0	0	0	0	0	0	0	1	0	1
	E2160	0	0	0	0	0	0	0	0	0	0	1	1
	E2162	2	0	0	0	0	0	0	0	0	0	0	2
	E2165	1	0	0	0	0	0	0	0	0	0	0	1
	E2169	10	1	0	0	0	2	0	0	0	4	0	17
	E2180	10	0	1	2	0	0	0	0	0	0	3	16
	E2185	0	1	0	0	0	0	0	0	0	1	0	2
	E2196	3	0	0	0	0	0	0	0	0	1	1	5
	P2121	0	0	0	0	0	1	0	0	0	0	0	1
	P2122	0	0	0	0	1	0	0	0	0	0	0	1
	PIO2150	0	0	0	0	0	0	0	0	0	1	0	1
	PIOADVSE	0	0	0	0	0	2	1	0	1	3	0	7
	PRVADVSE	0	0	0	0	0	2	1	1	1	3	0	

		MED	T/C	HAZ-CON	P/A	OTH	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	Item ii.
CABTU	**S2103**	0	0	0	0	0	0	1	0	0	0	0	1
	TAB1	0	1	0	0	0	0	0	0	0	0	0	1
	Total	27	9	1	2	1	7	3	1	2	19	5	77

Battalion 9 Total Responses
4/1/2025 to 4/30/2025

	Veg Fires	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists /	Total
B9A	0	1	5	9	0	0	15
B9B	1	1	14	12	0	0	28
E91	3	4	39	369	0	17	432
E92	0	2	2	21	0	3	28
T91	0	1	13	89	3	24	130
Total	4	9	73	500	3	44	633

Number of Incidents / Incident Type



Incident Activity by Station
4/1/2025 To 4/30/2025

	Total
Total	0