



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

October 07, 2025
REGULAR MEETING
CLOSED SESSION 3:30 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

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

1. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – Five Cases.
2. Pursuant to Government Code Section 54957.6, the Council will meet with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All units.

OPEN SESSION

1. Announcement from Closed Session
2. Pledge of Allegiance
3. Changes/Corrections to the Agenda
4. Recusals
5. Adoption of the Agenda

RULES OF DECORUM

The Oroville City Council welcomes the public to its meetings and encourages and appreciates public engagement. The City Council expects members of the public to act in a courteous, civil, and respectful manner, and not make personal, slanderous, or profane remarks to any member of the Council, staff, or the general public. The City Council will not tolerate loud, threatening, personal, or abusive language, or disorderly conduct, which disrupts, disturbs, or otherwise impedes the orderly conduct of City Council meetings. Violation of these rules of decorum will result in the meeting being recessed.

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 9** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. A RESOLUTION HONORING THE LIFE, SERVICE, AND FAITH OF CHARLIE KIRK

The City Council shall consider adopting Resolution No. 9410, honoring the life, service, and faith of Charlie Kirk.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9410 AND AUTHORIZE THE MAYOR TO SIGN.

2. UPDATED CITY ENGINEER JOB DESCRIPTION

The City Council shall consider approval of the updated job description for the position of City Engineer. The City Engineer will serve as the City's lead professional engineer, responsible for oversight of the Engineering Division, delivery of the City's Capital Improvement Program (CIP), and compliance with state and federal regulations related to infrastructure, floodplain management, and ADA coordination.

ACTION REQUESTED -

APPROVE UPDATED JOB DESCRIPTION FOR THE CLASSIFICATION OF CITY ENGINEER.

3. UPDATED COMMUNITY ENHANCEMENT COORDINATOR JOB DESCRIPTION

The City Council shall consider proposed changes to the job description of Community Enhancement Coordinator.

ACTION REQUESTED -

APPROVE UPDATED JOB DESCRIPTION FOR THE CLASSIFICATION OF COMMUNITY ENHANCEMENT COORDINATOR.

4. APPROVAL OF CONTRACT WITH BENNETT ENGINEERING FOR SANITARY SEWER MANAGEMENT PLAN (SSMP) UPDATE AND AUDIT

The City Council shall consider approval of a contract with Bennett Engineering Services to conduct the City of Oroville's Sanitary Sewer Management Plan (SSMP) Update and Audit. The State Water Resources Control Board (SWRCB), through the California Integrated Water Quality System (CIWQS), requires agencies that own or operate sanitary sewer systems to prepare, implement, audit, and recertify an SSMP in compliance with the Statewide General Waste Discharge Requirements (WDR), Order No. 2022-0103-DWQ.

ACTION REQUESTED -

APPROVE A CONTRACT (AGREEMENT NO. 3569) WITH BENNETT ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$25,022 TO CONDUCT THE CITY'S REQUIRED SSMP UPDATE AND AUDIT IN COMPLIANCE WITH SWRCB ORDER NO. 2022-0103-DWQ, WITH FUNDING FROM THE SEWER FUND.

5. ADOPTION OF VOTER APPROVED CHANGES TO CITY CHARTER

The City Council shall consider adoption of voter approved changes to the City Charter that were included in Measure M.

ACTION(S) REQUESTED -

ADOPT THE PROPOSED CHANGES TO BE INCORPORATED INTO THE CHARTER PURSUANT TO THE PASSING OF MEASURE M.

6. AWARD OF CONTRACT – COVENTRY DRIVE AND CENTRAL SCHOOL BASIN CULVERT REPAIR TO LAMON CONSTRUCTION

The City Council shall consider awarding a contract to Lamon Construction Company, Inc., of Yuba City for replacement of a 42-inch culvert on Coventry Drive at the intersection with Highlands Blvd, and repair of the inlet culvert at the Central School Basin intake structure.

ACTION REQUESTED -

AWARD CONTRACT (AGREEMENT NO. 3568) TO LAMON CONSTRUCTION FOR \$90,750 AND AUTHORIZE THE MAYOR TO SIGN.

7. APPROVE MASTER SALARY SCHEDULE – EFFECTIVE JULY 3, 2025

The City Council shall review and consider approval of the updated Master Salary Schedule to include the new salary range for the Fire Marshal/Inspector position to be effective as of July 3, 2025.

ACTION REQUESTED -

APPROVE MASTER SALARY SCHEDULE WITH UPDATED RANGE FOR FIRE MARSHAL/INSPECTOR EFFECTIVE JULY 3, 2025.

8. FEE WAIVER FOR MUSEUM TRICK OR TREAT EVENT

The City Council shall consider approving free admission to City Museums during the Halloween Trick or Treat event on Friday, October 31, 2025.

ACTION REQUESTED -

WAIVE MUSEUM ADMISSION FEES FOR ALL PARTICIPATING CITY MUSEUMS ON OCTOBER 31, 2025, IN SUPPORT OF THE HALLOWEEN TRICK OR TREAT EVENT.

9. APPROVAL OF THE 09.16.2025 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the drafted regular meeting minutes of September 16, 2025.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

10. AMENDMENT TO LEASE / OPERATING AGREEMENT FOR THE OROVILLE CONVENTION CENTER BETWEEN THE CITY OF OROVILLE AND FEATHER RIVER RECREATION AND PARK DISTRICT

The City Council shall consider an amendment to lease / operating agreement #3516 with Feather River Recreation and Park District for the lease and operation of the Municipal Auditorium.

ACTION REQUESTED - ADOPT RESOLUTION NO. 9411 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EXCLUSIVE OPERATING / LEASE AGREEMENT WITH FEATHER RIVER RECREATION AND PARK DISTRICT FOR THE OPERATION OF THE CONVENTION CENTER LOCATED AT 1200 MYERST STREET, OROVILLE – (AGREEMENT NO. 3516).

11. NEW CITY OF OROVILLE CORPORATION YARD STATUS UPDATE

The City Council shall receive an update on contracting efforts for the new Corporation Yard at 665 Cal Oak Road.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

12. CONCEPTUAL DESIGN/MASTER PLAN AND PRELIMINARY COST ESTIMATE FOR BEDROCK PARK

The City Council shall consider approving the Conceptual Design/Master Plan and preliminary Cost Estimate for Bedrock Park and directing the contractor to start Design Development.

ACTION REQUESTED -

APPROVE THE CONCEPTUAL DESIGN/MASTER PLAN AND AUTHORIZE THE CONTRACTOR TO PROCEED TO DESIGN DEVELOPMENT.

13. LETTER REQUESTING SUPPORT FROM STATE ADDRESSING ILLEGAL DUMPING AND SALMON HABITAT DEGRADATION ALONG FEATHER RIVER

The City Council shall consider sending a letter to Gavin Newsom, requesting assistance in addressing the illegal dumping that is taking place in the Feather River, causing significant environmental impacts including the spawning grounds for the Chinook salmon.

ACTION REQUESTED -

APPROVE LETTER TO GAVIN NEWSOM, REQUESTING ASSISTANCE IN ADDRESSING THE ILLEGAL DUMPING THAT IS TAKING PLACE IN THE FEATHER RIVER, CAUSING SIGNIFICANT ENVIRONMENTAL IMPACTS INCLUDING THE SPAWNING GROUNDS FOR THE CHINOOK SALMON; AND AUTHORIZE THE MAYOR TO SIGN.

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE OPPOSING CALIFORNIA PROPOSITION 50 – REDISTRICTING

The City Council shall consider adopting Resolution No. 9409, opposing CA Proposition 50 regarding redistricting.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9409 AND AUTHORIZE THE MAYOR TO SIGN.

15. OROVILLE CITY COUNCIL CITY LOGO ADDITION

Mayor Pittman requests that the City Council review and consider the attached revised Oroville City Logo exhibits to be used to advocate for the City.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

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

16. 5:00 PM CLOSEOUT OF COMMUNITY DEVELOPMENT GRANT (CDBG)22-CDBG-NH-00008

The City Council shall conduct a public hearing relating to the performance and the final accomplishments of Community Development Block Grant (CDBG) No. 22-CDBG-NH-00008.

ACTION REQUESTED -

AUTHORIZE THE CLOSEOUT OF COMMUNITY DEVELOPMENT BLOCK GRANT NO. 22-CDBG—NH-00008.

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. [Fire Department September 2025 Report](#)
 - ii. Notice of Acceleration and Setoff from Oroville Hospital

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on October 21, 2025 at 4:00 p.m.

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

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



CITY OF OROVILLE STAFF REPORT

TO: VICE MAYOR AND COUNCIL MEMBERS

FROM: MAYOR PITTMAN

RE: A RESOLUTION HONORING THE LIFE, SERVICE, AND FAITH OF CHARLIE KIRK

DATE: OCTOBER 7, 2025

SUMMARY

The City Council shall consider adopting Resolution No. 9410, honoring the life, service, and faith of Charlie Kirk.

DISCUSSION

The City Council shall consider adopting a resolution honoring the life, service, and faith of Charlie Kirk.

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FISCAL IMPACT

None.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9410 AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Resolution No. 9410

City of Oroville

Resolution No. _____

A Resolution of the City Council of the City of Oroville Honoring the Life, Service, and Faith of Charlie Kirk

WHEREAS the City of Oroville recognizes the importance of honoring individuals who have dedicated themselves to the betterment of their community through service, conversation, and leadership; and

WHEREAS Charlie Kirk was known to our nation and our community for his open and respectful dialogue with all people, his willingness to listen, and his commitment to fostering understanding and dialogue among neighbors, friends, and colleagues; and

WHEREAS Charlie Kirk's faith was central to his life, guiding his service, inspiring his kindness, and encouraging him to live with conviction, humility, and hope; and

WHEREAS, through his service, his faith, and his voice, Charlie Kirk inspired others to engage in civic life, to strengthen bonds of fellowship, and to participate in building a stronger, more compassionate, more understanding nation; and

WHEREAS his tragic passing is a reminder of the violence that too often harms families, neighbors, and communities, and stands as a call to action that such violence must end; and

WHEREAS the Oroville City Council joins with family, friends, and community members in mourning his loss, while also lifting his legacy as an example of service, civility, faith, and care for others.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oroville that we formally recognize and remember Charlie Kirk for his community service, his faith, and his commitment to conversation with all.

BE IT FURTHER RESOLVED that this Resolution shall serve both as a memorial to his life and as a renewed pledge by the City of Oroville to work toward a community free from violence, where understanding, compassion, and peace prevail.

PASSED AND ADOPTED by the City Council of the City of Oroville, State of California, on this ____ day of _____, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor David Pittman

ATTEST:

City Clerk

(SEAL)



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS

RE: UPDATED CITY ENGINEER JOB DESCRIPTION

DATE: OCTOBER 7, 2025

SUMMARY

The City Council shall consider approval of the updated job description for the position of City Engineer. The City Engineer will serve as the City's lead professional engineer, responsible for oversight of the Engineering Division, delivery of the City's Capital Improvement Program (CIP), and compliance with state and federal regulations related to infrastructure, floodplain management, and ADA coordination.

DISCUSSION

The City Engineer position provides professional and technical leadership in the planning, design, and construction of capital projects, including streets, parks, storm drains, airport facilities, and sewer infrastructure. This role ensures that City engineering practices remain consistent with applicable codes, ordinances, and standards, and provides critical oversight to safeguard the public interest in development and infrastructure projects.

The updated job description reflects modern requirements for municipal engineering leadership, including responsibilities related to:

- Capital Improvement Program Management – planning, budgeting, design, construction, and project delivery.
- Regulatory Compliance – federal, state, and local codes related to stormwater management, floodplain management, and ADA accessibility.
- Staff Supervision – overseeing engineering staff and ensuring professional development, accountability, and performance.
- Public and Interagency Coordination – working with developers, contractors, Caltrans, regulatory agencies, and community stakeholders.

This updated classification will support the City's ongoing need for professional engineering oversight and will align with best practices for municipal staffing. It also

clarifies optional designations for the City Engineer to serve as the Floodplain Manager and ADA Coordinator.

FISCAL IMPACT

None.

ACTION REQUESTED -

APPROVE UPDATED JOB DESCRIPTION FOR THE CLASSIFICATION OF CITY ENGINEER.

ATTACHMENTS

Revised City Engineer job description showing markups

Revised City Engineer job description final

CITY OF OROVILLE**Assistant Director of Public Works/City Engineer****DEFINITION**

Under administrative direction, plans, organizes, oversees, coordinates, and manages the staff and operations ~~in of the engineering division~~ Engineering Division of the Public Works Department; ~~performs management~~ serves as City's lead professional engineer and ~~oversight of~~ oversees the ~~engineering division's programs~~; ~~provides administrative oversight of day-to-day activities~~ City's Capital Improvement Program (CIP), including the ~~implementation~~ planning, design, and administration of City-wide policies construction of major capital projects for buildings, streets, parks, storm drain, airport, and ~~programs and the establishment~~ sewer infrastructure; ensures compliance with City codes, ordinances, and engineering standards; updates City codes, ordinances, and ~~enforcement of departmental policies and procedures~~; ~~fosters cooperative working relationships among~~ engineering standards as needed; ~~coordinates assigned activities with other City departments, and with intergovernmental and regulatory officials, outside agencies, and various the public and private groups~~; may serve as the City's designated Floodplain Manager and ADA Coordinator; provides highly responsible and complex professional assistance to the Director of Public Works ~~relating to Engineering~~; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Director of Public Works ~~and the City Council~~. Exercises direct supervision over ~~supervisory~~, professional, technical, and administrative ~~support~~ staff ~~through subordinate levels of supervision~~ within the Engineering Division.

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

~~Assumes management responsibility for~~ Plans, organizes, manages, and oversees the daily operations and activities of the Engineering Division of the Public Works Department's programs, services, and activities, including ~~but not limited to~~ engineering design, plan checking, permitting, development review, and inspection.

Provides leadership and oversight of the City's Capital Improvement Program (CIP), including project management and capital projects or as assigned by the Director ~~planning, budgeting, design, construction, and delivery for buildings, streets, parks, storm drain systems, airport facilities, and sanitary sewer systems.~~

~~Serves in an acting capacity during the absence of the Director of Public Works.~~

Under the direction of the Director, develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and ~~priorities~~ work standards

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for the engineering division; ~~recommends, within departmental policy, appropriate service, and staffing levels; recommends and administers policies and procedures.~~

Assists in developing, managing, and monitoring the ~~departmental budgets~~Engineering budget; monitors and approves all purchase payment orders for the engineering division; prepares and administers grants for special programs and projects.

~~Under the direction of the Director, selects~~Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training and professional development; works with employees ~~on performance issues; responds to staff questions and concerns; makes~~correct deficiencies; implements discipline, ~~recommendations to the Director of Public Works.~~

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~~Participates in capital improvement project (CIP) planning activities; provides input into the conceptual design of engineering projects; investigates and resolves problems with scope of work or cost issues of major facility upgrade and replacement projects~~procedures when necessary.

Manages and directs the development of construction and modernization plans for the city; meets with contractors, engineers, developers, architects, a variety of outside agencies, and the general public in acquiring information and coordinating engineering matters; provides information regarding City development requirements.

~~Represents the department with other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.~~

~~Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies, and procedures as appropriate.~~

~~Participates in and makes presentations~~Provides expert professional and technical engineering guidance to staff, City officials, developers, contractors, and the public. May be required to represent the City on various technical committees.

Reviews and approves plans, specifications, maps, reports, and other engineering documents for compliance with applicable laws, codes, and standards. Coordinates with Planning/Community Development on subdivision maps, environmental review (CEQA/NEPA), and traffic impact analyses to ensure integrated development review.

Keeps thorough records in an organized and thoughtful manner.

Prepares, issues, and administers requests for proposals, contracts, and agreements; monitors contractor performance and ensures compliance.

May serve as the City's designated Floodplain Manager for National Flood Insurance Program (NFIP) compliance.

May serve as the City's Section 504 ADA Coordinator.

Provides information and responds to inquiries from the public, contractors, developers, and staff; investigates complaints and recommends or implements solutions.

Attends and presents reports and recommendations to the City Council~~and a wide variety of committees, boards, and commissions as directed, boards, committees, and community groups, as assigned.~~

Stays abreast of new trends and innovations, regulations, and best practices in the field of civil engineering, municipal infrastructure, capital projects, and other types of public works' services~~related areas.~~

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~~Directs the maintenance of working and official departmental files.~~

~~Oversees municipal traffic engineering functions, including traffic signal timing, signage, striping, and safety studies.~~

~~Participates in emergency response planning and post-disaster recovery for City infrastructure.~~

~~Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the Director of Public Works technical documents, and other written materials.~~

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~~Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.~~

~~Serves as a spokesperson for the department at a variety of community events, meetings, and other public relations activities.~~

~~Ensures staff observe and comply compliance with City and mandated safety rules, regulations, and protocols.~~

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~~Assists in directing and reviewing the work of contract consultants and helping the departments; reviews or prepares related requests for proposals and contracts.~~

~~Assist in identifying City needs and priorities for specific public works projects; Assists in developing and updating short and long range goals and capital improvement plans.~~

~~Ensures the availability of adequate equipment, vehicles, materials and supplies for Public Works projects.~~

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~~Confers with and provides professional and technical assistance to the City Council, City Administrator and other staff on matters related to Public Works engineering functions.~~

Performs general administrative work as assigned, including but not limited to conducting and attending meetings, assisting customers, researching files, scheduling appointments, reviewing correspondence, etc.

Performs other duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

~~Administrative principles and~~ Principles, practices, and methods of civil engineering, including ~~goal setting, program development, implementation~~ planning, design, construction, and ~~evaluation~~ maintenance of public infrastructure, and ~~supervision of staff, either directly or through subordinate levels of supervision~~ capital projects.

~~Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.~~

~~Principles and practices of~~ **strategic plan development** municipal capital improvement program (CIP) planning, funding, and project delivery.

~~Federal, state, and local~~ regulations related to civil engineering design, land development, stormwater management, floodplain management, and ADA compliance.

~~Principles and practices of traffic engineering and transportation planning in a municipal setting.~~

~~Principles and practices of budget development and administration, and resource allocation.~~

~~Principles and practices of employee supervision, leadership, training, and performance evaluation.~~

~~Principles and techniques of contract management and administration and management.~~ General principles of risk management related to the functions of the assigned area.

~~Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.~~

~~Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.~~

~~Functions, authority, and responsibilities of an elected City Council.~~

~~Principles and practices of engineering and administration as applied to the design and~~

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~~construction of public works facilities and technical inspection services.~~

~~Methods, materials, and techniques employed in public works construction projects.
Federal and state transportation and grant funding policies, procedures, and
mechanisms.~~

~~Modern and complex principles, practices, methods, equipment, and materials involved
in street maintenance, sewer maintenance, street signs, traffic, underground,
wastewater treatment, and safety devices.~~

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~~Characteristics and uses of asphalt, concrete, and other paving materials.~~

~~Methods, materials, and techniques used in the construction of public works projects.~~

~~Methods and techniques of preparing technical and administrative reports, plans, specifications, and general business correspondence.~~

~~Techniques for effectively representing the city in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.~~

~~Techniques for providing a high level of customer service and public relations.~~

~~Modern office practices, methods, and computer equipment, including engineering software and project management tools.~~

~~Federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.~~

~~City and mandated safety rules, regulations, and protocols.~~

~~Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.~~

~~Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.~~

Ability to:

~~Develop and implement goals, objectives, practices, policies, procedures, strategic plans, and work standards.~~

~~Plan, organize, and direct a comprehensive municipal engineering and capital improvement program.~~

~~Provide administrative, management, expert and professional leadership for the Department engineering guidance and leadership to staff, management, elected officials, and stakeholders.~~

~~Prepare Analyze complex engineering problems, evaluate alternatives, and develop sound solutions.~~

~~Review and interpret engineering plans, specifications, and reports.~~

~~Develop and administer large and complex budgets; and allocate limited resources in a~~

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~~cost-effective manner~~ efficiently.

~~Interpret, apply, and explain, and ensure compliance with~~ federal, state, and local policies, procedures, laws, and regulations, ~~policies, procedures, and standards relevant to work performed.~~

~~Plan, organize, direct, and coordinate the work of management, supervisory, professional, and technical personnel, delegate authority and responsibility. Communicate clearly and concisely, both orally and in writing.~~

~~Select and, supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.~~

~~Research, analyze, train, and evaluate personnel.~~

~~Establish new service delivery methods, procedures, and techniques.~~

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Approved by City Council: July 18, 2023

CITY OF OROVILLE

~~Effectively administer special projects with contractual agreements and ensure compliance with contractual obligations.~~

~~Coordinate and direct public works projects and programs.~~

~~Interpret and explain maintain effective working relationships with~~

~~City, programs policies and procedures.~~

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~~Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.~~

~~Evaluate and develop improvements in operations, procedures, policies, or methods.~~

~~Oversee and participate in the management of comprehensive public works administration.~~

~~Read and interpret plans and specifications.~~

~~Analyze, interpret, summarize, and present technical information and data in an effective manner.~~

~~**Effectively represent the city in meetings with governmental staff, contractors, developers, regulatory agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals the general public.**~~

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~~Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.~~

~~Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.~~

~~Direct the establishment and maintenance of a variety of filing, record-keeping, and tracking systems.~~

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~~**Independently organize** Organize work, set priorities, meet critical deadlines, and follow-up on assignments manage multiple projects simultaneously.~~

~~**Use tact, initiative, prudence, and**~~

~~**Exercise sound independent judgment and make decisions within general policy, procedural, and legal established guidelines.**~~

~~**Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.**~~

~~**Establish** maintain, and foster positive and effective working relationships with those contacted in the course of work.~~

~~**Approved by City Council: July 18, 2023**~~

CITY OF OROVILLE**Education and Experience:**

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in ~~business administration, construction management, civil engineering,~~ or a related field.

Experience:

~~Six (6) Five (5) years of increasingly responsible professional civil engineering experience or experience managing public works infrastructure maintenance functions, including three (3) at least two (2) years in a management or supervisory or management capacity. Experience delivering municipal capital improvement projects is highly desirable.~~

Experience in traffic engineering, land development review, and emergency response coordination is desirable.

Licenses and Certifications:

Possession of a valid California Driver's License, to be maintained throughout employment.

Possession of a valid registration as a Professional Engineer (PE) in Civil Engineering issued by the State of California, to be maintained throughout employment.

Possession of or ability to obtain certification as a Certified Floodplain Manager (CFM) issued by the Association of State Floodplain Managers is desirable.

Completion of ADA Coordinator training or designation as the City's Responsible Official for Section 504/ADA compliance is desirable.

Physical Demands:

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various City sites and construction locations; vision to read printed materials, engineering plans, and a computer screen; and hearing and speech to communicate in person ~~and~~ over the telephone. ~~This, and in the field. While work is primarily a sedentary and performed in an office classification although environment, field work requires standing in work areas and, walking between work areas may be required on uneven terrain, climbing, bending, stooping, kneeling, and reaching.~~ Finger dexterity is needed to

Approved by City Council: October 7, 2025

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CITY OF OROVILLE

access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. ~~Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.~~ Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds, and must be able to wear and use personal protective equipment (PPE) as required at construction and maintenance sites.

Environmental Conditions:

~~Employees work~~Employee works in both an office environment with moderate noise levels, and controlled temperature conditions, and ~~no direct~~ in field environments with exposure to loud noise, dust, fumes, and other environmental elements. Field work may include exposure to traffic, heavy construction equipment, uneven terrain, and hazardous physical substances. ~~Employees~~Employee may be required to work outdoors in a variety of weather conditions. Employee may interact with upset staff and/or members of the public, contractors, and private representatives in interpreting and enforcing departmental policies and procedures. Occasional evening, weekend, or emergency response work may be required.

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

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City Engineer

DEFINITION

Under administrative direction, plans, organizes, oversees, coordinates, and manages the staff and operations of the Engineering Division of the Public Works Department; serves as City's lead professional engineer and oversees the City's Capital Improvement Program (CIP), including the planning, design, and construction of major capital projects for buildings, streets, parks, storm drain, airport, and sewer infrastructure; ensures compliance with City codes, ordinances, and engineering standards; updates City codes, ordinances, and engineering standards as needed; coordinates assigned activities with other City departments, officials, outside agencies, and the public; may serve as the City's designated Floodplain Manager and ADA Coordinator; provides highly responsible and complex professional assistance to the Director of Public Works; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Director of Public Works. Exercises direct supervision over professional, technical, and administrative staff within the Engineering Division.

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

Plans, organizes, manages, and oversees the daily operations and activities of the Engineering Division, including but not limited to engineering design, plan checking, permitting, development review, and inspection.

Provides leadership and oversight of the City's Capital Improvement Program (CIP), including project planning, budgeting, design, construction, and delivery for buildings, streets, parks, storm drain systems, airport facilities, and sanitary sewer systems.

Under the direction of the Director, develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the engineering division;

Assists in developing, managing, and monitoring the Engineering budget; monitors and approves all purchase payment orders for the engineering division; prepares and administers grants for special programs and projects.

Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training and professional development; works with employees to correct deficiencies; implements discipline procedures when necessary.

Manages and directs the development of construction and modernization plans for the

city; meets with contractors, engineers, developers, architects, a variety of outside agencies, and the general public in acquiring information and coordinating engineering matters; provides information regarding City development requirements.

Provides expert professional and technical engineering guidance to staff, City officials, developers, contractors, and the public. May be required to represent the City on various technical committees.

Reviews and approves plans, specifications, maps, reports, and other engineering documents for compliance with applicable laws, codes, and standards. Coordinates with Planning/Community Development on subdivision maps, environmental review (CEQA/NEPA), and traffic impact analyses to ensure integrated development review.

Keeps thorough records in an organized and thoughtful manner.

Prepares, issues, and administers requests for proposals, contracts, and agreements; monitors contractor performance and ensures compliance.

May serve as the City's designated Floodplain Manager for National Flood Insurance Program (NFIP) compliance.

May serve as the City's Section 504 ADA Coordinator.

Provides information and responds to inquiries from the public, contractors, developers, and staff; investigates complaints and recommends or implements solutions.

Attends and presents reports and recommendations to the City Council, commissions, boards, committees, and community groups, as assigned.

Stays abreast of new trends, innovations, regulations, and best practices in civil engineering, municipal infrastructure, capital projects, and related areas.

Oversees municipal traffic engineering functions, including traffic signal timing, signage, striping, and safety studies.

Participates in emergency response planning and post-disaster recovery for City infrastructure.

Prepares, reviews, and presents staff reports, technical documents, and other written materials.

Ensures compliance with City and mandated safety rules, regulations, and protocols.

Performs general administrative work as assigned, including but not limited to conducting and attending meetings, assisting customers, researching files, scheduling appointments, reviewing correspondence, etc.

Performs other duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles, practices, and methods of civil engineering, including planning, design, construction, and maintenance of public infrastructure and capital projects.

Principles and practices of municipal capital improvement program (CIP) planning, funding, and project delivery.

Federal, state, and local regulations related to civil engineering design, land development, stormwater management, floodplain management, and ADA compliance.

Principles and practices of traffic engineering and transportation planning in a municipal setting.

Principles and practices of budget development, administration, and resource allocation.

Principles and practices of employee supervision, leadership, training, and performance evaluation.

Principles and techniques of contract management and administration.

Methods and techniques of preparing technical reports, plans, specifications, and business correspondence.

Techniques for providing a high level of customer service and public relations.

Modern office practices, methods, and computer equipment, including engineering software and project management tools.

City and mandated safety rules, regulations, and protocols.

Ability to:

Plan, organize, and direct a comprehensive municipal engineering and capital improvement program.

Provide expert and professional engineering guidance and leadership to staff, management, elected officials, and stakeholders.

Analyze complex engineering problems, evaluate alternatives, and develop sound solutions.

Review and interpret engineering plans, specifications, and reports.

Develop and administer budgets and allocate resources efficiently.

Interpret, apply, and explain federal, state, and local policies, procedures, laws, and regulations.

Communicate clearly and concisely, both orally and in writing.

Select, supervise, train, and evaluate personnel.

Establish and maintain effective working relationships with City staff, contractors, developers, regulatory agencies, community groups, and the general public.

Prepare clear and concise reports, correspondence, and other written materials.

Organize work, set priorities, meet deadlines, and manage multiple projects simultaneously.

Exercise sound independent judgment and make decisions within established guidelines.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in civil engineering or a related field.

Experience:

Five (5) years of increasingly responsible professional civil engineering experience, including at least two (2) years in a supervisory or management capacity. Experience delivering municipal capital improvement projects is highly desirable.

Experience in traffic engineering, land development review, and emergency response coordination is desirable.

Licenses and Certifications:

Possession of a valid California Driver's License, to be maintained throughout employment.

Possession of a valid registration as a Professional Engineer (PE) in Civil Engineering issued by the State of California, to be maintained throughout employment.

Possession of or ability to obtain certification as a Certified Floodplain Manager (CFM) issued by the Association of State Floodplain Managers is desirable.

Completion of ADA Coordinator training or designation as the City's Responsible Official for Section 504/ADA compliance is desirable.

Physical Demands:

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various City sites and construction locations; vision to read printed materials, engineering plans, and a computer screen; and hearing and speech to communicate in person, over the telephone, and in the field. While work is primarily sedentary and performed in an office environment, field work requires standing, walking on uneven terrain, climbing, bending, stooping, kneeling, and reaching. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds, and must be able to wear and use personal protective equipment (PPE) as required at construction and maintenance sites.

Environmental Conditions:

Employee works in both an office environment with moderate noise levels and controlled temperature conditions, and in field environments with exposure to loud noise, dust, fumes, and other environmental elements. Field work may include exposure to traffic, heavy construction equipment, uneven terrain, and hazardous physical substances. Employee may be required to work outdoors in a variety of weather conditions. Employee may interact with upset staff and/or members of the public, contractors, and private representatives in interpreting and enforcing departmental policies and procedures. Occasional evening, weekend, or emergency response work may be required.

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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RONNIE BELSER-DIRECTOR OF CODE ENFORCEMENT

RE: UPDATED COMMUNITY ENHANCEMENT COORDINATOR JOB DESCRIPTION

DATE: OCTOBER 7, 2025

SUMMARY

The City Council shall consider proposed changes to the job description of Community Enhancement Coordinator.

DISCUSSION

The Director of Code Enforcement has reviewed the duties and expectations of the Community Enhancement Coordinator position. As part of this review, it was determined that updates are necessary due to increased quality of life issues, departmental reorganization, or increased scope of responsibility.

FISCAL IMPACT

None.

ACTION REQUESTED -

APPROVE UPDATED JOB DESCRIPTION FOR THE CLASSIFICATION OF COMMUNITY ENHANCEMENT COORDINATOR.

ATTACHMENTS

Revised Job Description showing markups
Revised Job Description Final

Community Enhancement Assistant

Job Description:

The Community Enhancement Field Assistant Lead is responsible for ~~supervising assisting and leading~~ city support staff on-site, working ~~on~~ in conjunction with other departments, ensuring operations are completed efficiently, safely, and according to company standards.

The Community Enhancement Field Lead Assistant acts as the primary point of contact between the field team and management, ensuring all tasks are performed according to specifications and safety protocols.

Key Responsibilities:

The Community Enhancement Assistant is supervised by the Director of Code Enforcement.

- ~~The team Supervision~~ Community Enhancement Assistant: ~~Assists Lead and supervise~~ city support staff ~~of~~ field workers, ensuring tasks are completed on time and ~~meet~~ meeting quality standards.
 - **Operations Management:** ~~Oversee~~ Coordinate field operations, ensuring proper equipment, tools, and materials are available for the team.
 - **Safety Compliance:** Enforce safety procedures and ensure city support staff adheres to all safety regulations. Conduct safety meetings and ensure workers are properly trained.
 - **Problem-Solving:** Troubleshoot any issues in the field and find effective solutions in a timely manner.
 - **Reporting:** Provide ~~e-daily or~~ weekly progress reports to management, highlighting successes, issues, and updates.
 - **Training:** Provide on-the-job training and mentorship to city support staff, ensuring they are proficient in operations and safety practices.
 - **Quality Control:** Monitor the quality of work, ensuring the highest standards are met and all deliverables are completed accurately.
 - **Documentation:** Maintain accurate records of daily operations, safety inspections, and any incidents or accidents.
- Logistics Coordination:** Assist in coordinating transportation and movement of materials and equipment to and from the job site.

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Outreach: Engage with both the local community and unhoused population and those impacted by substance abuse and connect this population to services

Referral: Provide information and referrals to the unhoused population and those impacted by substance abuse regarding available resources.

Vehicle Operations: Drive and operate various types of vehicles (e.g., cars and trucks), follow all traffic laws, safety regulations, and organizational protocols. Transport equipment or materials safely and efficiently.

Focus: Resolve quality of life issues within city limits such as but not limited to illegal dumping, illegal encampments, overgrown vegetation, park enhancement, alley obstructions, referring services to subjects experiencing substance use disorder, and all duties as assigned.

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Required Skills & Qualifications:

- High school diploma or equivalent (additional certifications or education may be preferred).
- Proven experience in a supervisory or leadership support field role in a relevant field (construction, energy, utilities, etc.) dealing with quality of life issues.
- Strong knowledge of safety standards and procedures.
- Excellent communication and organizational skills.
- Ability to work independently and as part of a team.
- Problem-solving and decision-making skills.
- Ability to manage multiple tasks simultaneously in a fast-paced environment.

Physical Requirements:

- Ability to lift heavy objects and work in physically demanding environments.
- Comfortable working in various weather conditions and outdoor settings.

Preferred Qualifications:

- Certification in safety training or first aid.
- ~~Prior experience in the specific field or industry (e.g., construction, landscaping)~~

Working Conditions:

- Typically requires working in outdoor or remote and urban locations.
- ~~May require travel,~~ extended hours, or weekend shifts depending on the project
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Community Enhancement Assistant

Job Description:

The Community Enhancement Assistant is responsible for assisting city support staff on-site, working in conjunction with other departments, ensuring operations are completed efficiently, safely, and according to company standards.

The Community Enhancement Assistant acts as the primary point of contact between the field team and management, ensuring all tasks are performed according to specifications and safety protocols.

Key Responsibilities:

The Community Enhancement Assistant is supervised by the Director of Code Enforcement.

The Community Enhancement Assistant: Assists and city support staff field workers, ensuring tasks are completed on time and meeting quality standards.

Operations t: Coordinate field operations, ensuring proper equipment, tools, and materials are available for the team.

Safety Compliance: Enforce safety procedures and ensure city support staff adheres to all safety regulations. Conduct safety meetings and ensure workers are properly trained.

Problem-Solving: Troubleshoot any issues in the field and find effective solutions in a timely manner.

Reporting: Provide weekly progress reports to management, highlighting successes, issues, and updates.

Training: Provide on-the-job training and mentorship to city support staff, ensuring they are proficient in operations and safety practices.

Quality Control: Monitor the quality of work, ensuring the highest standards are met and all deliverables are completed accurately.

Documentation: Maintain accurate records of daily operations, safety inspections, and any incidents or accidents.

Logistics Coordination: Assist in coordinating transportation and movement of materials and equipment to and from the job site.

Outreach: Engage with both the local community and unhoused population and those impacted by substance abuse and connect this population to services **Referral:** Provide information and referrals to the unhoused population and those impacted by substance abuse regarding available resources.

Vehicle Operations: Drive and operate various types of vehicles (e.g., cars and trucks), follow all traffic laws, safety regulations, and organizational protocols. Transport equipment or materials safely and efficiently.

Focus: Resolve quality of life issues within city limits such as but not limited to illegal dumping, illegal encampments, overgrown vegetation, park enhancement, alley obstructions, referring services to subjects experiencing substance use disorder, and all duties as assigned.

Required Skills & Qualifications:

- High school diploma or equivalent (additional certifications or education may be preferred).
- Proven experience in a support field role dealing with quality-of-life issues.
- Strong knowledge of safety standards and procedures.
- Excellent communication and organizational skills.
- Ability to work independently and as part of a team.
- Problem-solving and decision-making skills.
- Ability to manage multiple tasks simultaneously in a fast-paced environment.

Physical Requirements:

- Ability to lift heavy objects and work in physically demanding environments.
- Comfortable working in various weather conditions and outdoor settings.

Preferred Qualifications:

- Certification in safety training or first aid.

Working Conditions:

- Typically requires working in outdoor or remote and urban locations.
- May require extended hours, or weekend shifts depending on the project.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: ALYSSA STUTZ, DIRECTOR OF PUBLIC WORKS

**RE: APPROVAL OF CONTRACT WITH BENNETT ENGINEERING FOR
SANITARY SEWER MANAGEMENT PLAN (SSMP) UPDATE AND
AUDIT**

DATE: OCTOBER 7, 2025

SUMMARY

The City Council shall consider approval of a contract with Bennett Engineering Services to conduct the City of Oroville's Sanitary Sewer Management Plan (SSMP) Update and Audit. The State Water Resources Control Board (SWRCB), through the California Integrated Water Quality System (CIWQS), requires agencies that own or operate sanitary sewer systems to prepare, implement, audit, and recertify an SSMP in compliance with the Statewide General Waste Discharge Requirements (WDR), Order No. 2022-0103-DWQ.

The updated Order requires a comprehensive SSMP audit every three (3) years and SSMP recertification by the governing body every six (6) years. The City of Oroville is now due for its update to remain in compliance. The last update was conducted in 2019.

DISCUSSION

The SSMP is a regulatory document that governs the effective management, operation, and maintenance of the City's sanitary sewer collection system. Its goals include:

- Minimizing the frequency and impact of sanitary sewer overflows (SSOs);
- Protecting public health and the environment;
- Demonstrating responsible asset management of sewer infrastructure.

The audit evaluates the City's implementation of the SSMP, identifies areas for improvement, and ensures practices align with state requirements and industry best standards. The recertification formally confirms City Council approval of the SSMP update and continued compliance with SWRCB regulations.

Failure to complete the required audit and recertification places the City at risk of

enforcement actions, fines, and loss of credibility in state reporting systems (CIWQS).

Bennett Engineering Services has assisted Oroville with sewer planning and compliance in the past and has the expertise and familiarity with the City's system to efficiently perform the audit and prepare the recertification.

FISCAL IMPACT

Cost for the update and audit are covered in the Sewer Fund - Outside Services 4004000 6360.

ACTION REQUESTED -

APPROVE A CONTRACT (AGREEMENT NO. 3569) WITH BENNETT ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$25,022 TO CONDUCT THE CITY'S REQUIRED SSMP UPDATE AND AUDIT IN COMPLIANCE WITH SWRCB ORDER NO. 2022-0103-DWQ, WITH FUNDING FROM THE SEWER FUND.

ATTACHMENTS

1. Agreement 3569
2. Exhibit A – Proposal

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this 7th day of October, 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 Bennett Engineering Services Inc, 1082 Sunrise Avenue, Suite 100, Roseville, CA 95661 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CONTRACTOR 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 CONTRACTOR, mutually agree as follows:

1. SERVICES.

The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.

2. TERM OF AGREEMENT.

The term of this contract shall commence upon execution by both parties and shall expire on June 30, 2026 unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.

The services of the CONTRACTOR are to commence upon completion of a signed agreement 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 CONTRACTOR shall be compensated in an amount not to exceed \$25,022.00 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 CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR 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.

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 CONTRACTOR shall be coordinated with this person.

5.2. Manager-in-Charge. For the CONTRACTOR, Mike Massaro, 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 CONTRACTOR. 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 CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

5.4. Personnel. The CONTRACTOR 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 CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor'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 Contractor's negligent or wrongful performance under this Agreement, Contractor 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 Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor 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. Contractor 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 Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.

8.1. The CONTRACTOR, at the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor'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 CONTRACTOR for CITY. This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement.

8.1.2. General Liability Coverage. The CONTRACTOR 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 CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR 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 CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. Professional Liability Coverage. The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, 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. CONTRACTOR also agrees to require all contractors, and subcontractors 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 CONTRACTOR, 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, CONTRACTOR 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 subcontractors 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. Contractor agrees to provide immediate notice to CITY of any claim or loss against Contractor 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 CONTRACTOR (as the named insured) should CONTRACTOR 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. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR'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 CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

8.4. Certificates of Insurance. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR 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 CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.

The CONTRACTOR 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 CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR 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 contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR 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 CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

10.3. Licenses. The CONTRACTOR 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 CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR 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 CONTRACTOR to practice its profession.

11. CONFLICT OF INTEREST.

The CONTRACTOR 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 CONTRACTOR 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 AND EQUAL EMPLOYMENT OPPORTUNITY.

The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. RECORDS AND AUDITS.

The CONTRACTOR 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 CONTRACTOR for a period of three years after the expiration of this Agreement.

14. OWNERSHIP OF DOCUMENTS.

It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR'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 CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

15. INDEPENDENT CONTRACTOR.

The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR 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 CONTRACTOR 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.

16. 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

CONTRACTOR:
Bennett Engineering Services Inc
1082 Sunrise Avenue, Suite 100,
Roseville, CA 95661
Attention: Mike Massaro

17. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California. The venue shall be the County of Butte, California

18. 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.

19. 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.

20. 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.

21. AUTHORITY TO ENTER AGREEMENT.

The CONTRACTOR 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 7th day of October, 2025.

CONTRACTOR:

Mike Massaro, Principal

CITY OF OROVILLE:

Brian Ring, City Administrator

APPROVED AS TO FORM:

David Ritchie, Asst. City Attorney

September 24, 2025

p25-2003

Jamie McGuire
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Subject: Proposal for 2025 SSMP Update

Dear Jamie:

Bennett Engineering Services Inc (BENEN) is pleased to submit this proposal for preparing an update to the 2019 SSMP to be compliant with the 2022 WDR issued by the State of California. Our proposed work scope, fee, and schedule are presented below:

WORK SCOPE

Attachment A.

FEE

Our estimated maximum design fee is \$25,022, which will be billed monthly on a time-and-materials basis in accordance with the attached billing rates. The breakdown of fee by task is shown below and in attached with level of effort:

Task 1 Project Management - \$5,136
Task 2 Background Research - \$6,136
Task 3 SSMP Update and Self-Audit - \$13,750

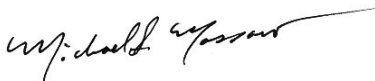
SCHEDULE

BENEN will review updated materials and updated City provided data upon receipt of City Council approval of the contract and receipt of notice to proceed.

BENEN will submit a draft SSMP within a month of receiving the updated City provided data. BENEN will submit the final SSMP within two weeks after receipt of comments on the draft SSMP submittal.

We appreciate the opportunity to submit this proposal. Please let me know if you have any questions. 916-549-6935

Sincerely,
BENEN



Mike Massaro, PE
Principal

Enclosures (Scope of Work, Fee Estimate, Billing Rates)

SCOPE OF SERVICES

Client _____ City of Oroville
Consultant _____ BENEN
Project _____ 2025 Sewer System Management Plan - Update
Date _____ September 24, 2025

Consultant's services shall be limited to those expressly set forth below, and Consultant shall have no other obligations or responsibilities for the Project or to the Client except as agreed to in writing or as provided in this Agreement. All of Consultant's services in any way related to the Project or Client shall be subject to the terms of this Agreement.

TASK 1. PROJECT MANAGEMENT**Subtask 1.1. Project Administration and Meetings**

BENEN will manage the project, integrate deliverables, and prepare and submit project invoicing. BEN|EN's Project Manager will coordinate and attend meetings with City Staff. BENEN's Quality Control Program will be implemented by senior BEN|EN staff prior to delivery of submittals.

ASSUMPTIONS:

- 3 project meetings
- 3 monthly invoices

TASK 2. BACKGROUND RESEARCH**Subtask 2.1. Review Existing Documents**

BENEN will review available existing documents, including the City of Oroville Sewer System Management Plan (SSMP) prepared in 2019 and the State Water Resources Control Board (SWRCB) audit of the City of Oroville's system. BENEN will also review available documents that may have affected the City of Oroville sewer system since 2019 (i.e., record drawings, changes in organizational structure, revised State regulations, etc.). BENEN will review the updated 2022 WDR for SSMP.

TASK 3. SSMP UPDATE AND SELF-AUDIT**Subtask 3.1. Coordination with City Staff**

BENEN will prepare the SSMP update and self-audit, BENEN will need to coordinate with City of Oroville Staff to determine what has changed in the City system since 2019, confirm language in the existing SSMP, and answer questions for the self-audit. BENEN assumes one (1) in-person interview with City Staff and two (2) follow-up conference calls.

Subtask 3.2. Preparation of SSMP Update and Self-Audit

BENEN will prepare a Draft 2019 SSMP Update for the City's review. The document will abide by applicable 2022 State requirements and will incorporate findings from

Staff interviews. After comments are provided by the City, BENEN will finalize the SSMP update. BEN|EN will also perform a self-audit on behalf of the City of Oroville.

Subtask 3.3. Submission of SSMP Update and Self-Audit

BEN|EN will upload the finalized SSMP update and self-audit to the California Integrated Water Quality System (CIWQS) and provide an email submission to the SWRCB.

DELIVERABLES:

- Meeting agendas and minutes
- Draft SSMP Update
- Final SSMP Update
- SSMP Self-Audit
- Confirmation of uploads to CIWQS

Fee Estimate

Client: City of Oroville

Consultant: Bennett Engineering Services Inc (BENEN)

Project: 2025 SSMP Update

Date: September 24, 2025



	Engineer 9 304 \$/hr		Engineer 8 283 \$/hr		Engineer 2 191 \$/hr		BEN EN Subtotal		MISC. EXPENSES	TOTAL
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		
Task										
1. Project Management	10 hrs	\$3,040	4 hrs	\$1,132	4 hrs	\$764	18 hrs	\$4,936	\$200	\$5,136
2. Background Research	10 hrs	\$3,040	hrs	\$0	16 hrs	\$3,056	26 hrs	\$6,096	\$40	\$6,136
3. SSMP Update and Self-Audit	16 hrs	\$4,864	hrs	\$0	46 hrs	\$8,786	62 hrs	\$13,650	\$100	\$13,750
PROJECT TOTAL	36 hrs	\$10,944	4 hrs	\$1,132	66 hrs	\$12,606	106 hrs	\$24,682	\$340	\$25,022

Additional Fee Information

- ▶ This fee estimate is valid for 90 days from the date shown above.
- ▶ This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.
- ▶ This fee estimate contains an approximation of the breakdown between labor, expense, and consultants. BEN|EN reserves the rights to distribute funds differently based on project needs.
- ▶ Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) may be charged at a 50% premium. Work mandated by Prevailing Wage laws may be charged at a 25% premium.
- ▶ Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the

INITIALS:



PROFESSIONAL STAFF RATE SCHEDULE | 2025/2026 FISCAL YEAR

BILLING CLASSIFICATIONS	RATE CLASS	CHARGE RATE
ENGINEER/ SURVEYOR		
	10	\$319
	9	\$304
	8	\$283
	7	\$263
	6	\$245
	5	\$231
	4	\$215
	3	\$203
	2	\$191
	1	\$180
PROJECT COORDINATOR		
	3	\$175
	2	\$150
	1	\$125

- Direct expenses (including, but not limited to, mileage, reproduction, postage, online assessor mapping fees, etc.) and subconsultant costs will be billed at cost plus fifteen percent (15%) for administration, coordination, and handling.
- Standard hourly rates do not apply to a demand to perform work during an overtime period.
- Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium. Work mandated by Prevailing Wage laws will be charged accordingly.

BILLING CLASSIFICATIONS	RATE CLASS	CHARGE RATE
DESIGNER/TECH		
	7	\$206
	6	\$191
	5	\$170
	4	\$150
	3	\$135
	2	\$121
	1	\$105
PROJECT ADMINISTRATOR		
	5	\$180
	4	\$157
	3	\$132
	2	\$105
	1	\$90

- Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- Classifications may be added or removed as-needed without notice.
- Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.
- Rates are subject to change annually effective July 1, 2026



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: ADOPTION OF VOTER APPROVED CHANGES TO CITY CHARTER

DATE: OCTOBER 7, 2025

SUMMARY

Adoption of voter approved changes to the City Charter that were included in Measure M.

DISCUSSION

Upon direction from the City Council, Council Member Goodson and Council Member Thomson worked with City Administrator Ring, Code Enforcement Director Belser, and City Attorney Representative David Ritchie ("Review Team") to identify outdated language, update incorrect language and recommend changes to other sections of the City Charter.

The Review Team initially met on five separate occasions (August 17, 2023, September 5, 2023, September 11, 2023, November 6, 2023 and November 11, 2023) to thoroughly comb over the various sections of the existing Charter. Proposed changes to the Charter were finalized on February 6, 2024, and these recommendations were brought before the Council on March 5, 2024 and again on April 16, 2024. At that time, the Council directed staff to place the changes on the November 5, 2024 ballot.

The proposed changes were divided up into four separate measures: Measure J – Changing City Treasurer from Elected to Appointed, Measure K – Changing Compensation for Council Members to be Set by Ordinance, Measure L – Repeal of Articles XXVII and XXVIII and Establishing the Park Commission as Advisory, and Measure M – Streamlining Provisions and Making Corrections, Including Merging Required Departments Into a Single Article and Making Clerical Changes. Measures J, K and L were voted down by the voters, while Measure M was approved. Council will consider adopting the proposed changes to be incorporated into the Charter pursuant to the passing of Measure M.

The final draft changes were brought before the City Council on September 16, 2025 for input. Returning to the Council now for adoption.

FISCAL IMPACT

None

ACTION(S) REQUESTED -

**ADOPT THE PROPOSED CHANGES TO BE INCORPORATED INTO THE CHARTER
PURSUANT TO THE PASSING OF MEASURE M.**

ATTACHMENTS

City Charter with voter approved changes implemented
City Charter strikethrough version

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- **Article XI–XVIa: Offices now under Article IX**
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- **Section 4: Prison Initiative Enacted**
- **Section 5: Transmittal to State**
- **Section 6: Severability**
- **Section 7: Amendment**

Article I

Section 1: Name

The municipal corporation now existing and known as the "City of Oroville" shall remain and continue a body politic and corporate in fact and in law, by the name of the "City of Oroville" and by such name shall have perpetual succession.

Article II

Section 1: Boundaries

The boundaries of the City of Oroville shall continue as now established, and the territory embraced therein may be added to or diminished in accordance with the laws of the State of California governing the annexation and exclusion of territory by municipalities.

Article III

Section 1: Powers of the City

The City of Oroville may appear, sue and defend in all courts and places in all matters and proceedings; may have and use a common seal and alter the same at pleasure; may, subject to the restrictions contained in this Charter, purchase, receive, hold and enjoy, sell, lease and convey real and personal property; receive bequests, gifts and donations of all kinds of property in fee simple, or in trust for charitable and other purposes; and do all acts necessary to carry out the purposes of such gifts, bequests and donations, with power to manage, sell, or lease or otherwise dispose of the same in accordance with the terms of any gift, bequest or trust; may improve any river or channels flowing through the City or adjoining the same; widen, straighten and deepen the channels thereof, and remove obstructions therefrom; construct and maintain embankments and other works to protect the City from overflow.

All rights and titles to property, all rights and obligations under contracts or trusts, and all causes of action of any kind in any court or tribunal vested in the City of Oroville or in any officer or employee thereof in his or her official capacity, at the time this Charter becomes effective,* as well as all liabilities in contract or tort and causes of action involving the same insofar as they affect the City and/or any officer or employee thereof in his or her official capacity which shall be outstanding at the time this Charter becomes effective, shall continue without abatement or modification by reason of any provision hereof.

All ordinances or resolutions in force at the time this Charter takes effect and not inconsistent therewith shall continue in force until amended or repealed.**

All public improvements or other proceedings legally authorized prior to this Charter shall be carried to completion under previously existing laws or under this Charter.***

The powers or duties vested in City officers, boards or commissions by law superseded by this Charter shall be exercised, continued, and carried out by their successors or by other City officers, boards or commissions, consistent with the provisions of this Charter.

All functions of the City, and the powers and duties of officers and employees charged with the performance therefor, as these shall have been apportioned among departments and officers, and institutions, utilities, bureaus or other subdivisions thereof, as existing at the time this Charter shall go into effect, shall continue to be the functions of such departments and offices and the powers and duties of officers and employees assigned thereto, except as in, or under the authority of, this Charter otherwise specifically provided.

The legally authorized officers and employees of each of said departments and officers or

subdivisions thereof shall continue as the officers and employees of said departments and offices or subdivisions thereof, subject to the conditions governing their respective appointments to such positions and except as in this Charter otherwise provided; and where part of the functions and duties of any department or office are by this Charter transferred or placed in any other department or office, the persons performing such functions and duties, shall be transferred therewith.

The compensations legally authorized for the several officers and employees shall be continued subject to the other provisions of the Charter.

The City may make and enforce all laws, ordinances and regulations necessary, convenient or incidental to the exercise of all rights and powers in respect to its affairs, officers and employees and shall have all rights and powers appropriated to a City, subject only to the restrictions and limitations provided in this Charter, including the power to acquire and construct plants, works, utilities, areas, high- ways and institutions outside the boundaries of the City, and maintenance and operations of the same, and the exercise of functions or maintenance of services outside the boundaries of the City, including the expenditure of funds therefor through any agency.

The specifications or enumeration in this Charter of particular powers shall not be exclusive.

The exercise of all rights and powers of the City when not prescribed in this Charter shall be as provided by ordinance or resolution of the City Council.

- As to effective date of Charter, see Char., art. XXX, § 7.
- See also, Char., art. XXX, § 4 as to ordinances continued in force.
- ... See also, Char., art. XXX, § 5 as to contracts continuing in force.

Article IV

Section 1: Elections

General elections shall be held in the City of Oroville on the first Tuesday after the first Monday in November of each even-numbered year, under and pursuant to the general laws governing elections, so far as the same may be applicable, and except as herein otherwise provided. Persons elected in April of 1981, or their successors, shall hold office until November 12, 1984, and persons elected in April of 1983, or their successors, shall hold office until November 10, 1986.

Where there are full City Council terms and short City Council terms to be filled, the persons elected by the highest number of votes shall be elected to the full-term offices. In the event that two or more persons shall be elected by the same number of votes, their term shall be fixed by lot. {1941, p. 3484; 1955, c. 185; amended by vote of the people, April 12, 1983}

Article V

Section 1: Initiative, Referendum, and Recall

Ordinances may be initiated, or the referendum exercised on ordinances passed by the City Council, under and in accordance with the constitution and general laws of the state, and any elective officer may be recalled from office under and in pursuance of the provisions of the constitution and general laws; provided, however, that initiative, referendum or recall petitions, must be signed by at least 25% of the number of eligible electors voting at the last general municipal election.

Article VI

Section 1: Officers and Employees

The officers of the City of Oroville shall be a Mayor, six members of the City Council, a City Clerk/City Administrator, a City Attorney, all City departments heads which include but are not limited to: a City Treasurer, Director of Finance, a City Engineer, a Director of Public Works, a Director of Community Development, a Director of Code Enforcement, a Director of Business Assistance and Housing Development, a Chief of Police, and a Fire Chief,. In addition, Planning Commission and Park Commission; provided, the City Council may by ordinance provide for such subordinate officers, assistants, deputies, clerks and employees as it deems necessary.

The members of the City Council shall be elected from the City and shall hold office for four years and until their successors are elected and qualified.

The City Treasurer shall be elected and shall hold office for four years and until a successor is elected and qualified.

All other officers, assistants, deputies, clerks and employees shall be appointed as provided in this Charter or as the City Council may provide by ordinance in case no provision for their appointment is herein made, and they shall hold their respective offices or positions at the pleasure of the appointing power, except as otherwise herein provided.

Except as otherwise provided in this Charter, where the appointment of any officer, assistant, deputies, clerks or employees that is vested in the City Council, the appointment and removal must be made by a five-sevenths vote of the members.

No increase or reduction shall be made in the compensation paid any appointive officer unless made by a five-sevenths vote of the City Council. (1941, p. 3480; amended by vote of the people, April 12, 1983; amended by vote of the people, November 8, 1988)

Article VII

Section 1: The City Council

The legislative body of the City of Oroville shall consist of a Mayor (elected at large) and six persons which body shall be known as the City Council.

The members of the City Council shall be elected by the qualified voters of the City at a general municipal election to be held therein every even-numbered year as hereinbefore provided.

They shall hold office for a period of four years from and after the first Tuesday in January next succeeding the day of their election and until their successors are elected and qualified.

The members of the City Council and the Mayor shall receive as compensation five dollars for each regular meeting attended; provided, however, that the total sum to be received by any one City Councilmember shall not exceed the sum often dollars per month.

The members of the City Council shall not be elected or appointed to any office or employment with the City, except as otherwise provided in this Charter.

In the event of resigning, they shall not be entitled to vote on the selection of their successors.

The City Council shall have the power by ordinance to provide for and appoint such other commissions and officials as may seem in its discretion necessary and proper, such officers shall serve at the discretion of the City Council, and at a salary to be fixed by the City Council.

The City Council shall have the power by ordinance to combine any City offices, which in its discretion seems for the best interests of the City. (Amended by vote of the people, November 8,

1988)

Section 2: Meetings

The City Council shall meet on the first Tuesday in January following the general municipal election and canvass the returns thereof. Should the first Tuesday fall on a holiday, the meeting shall be held the following day.

The new members and all newly elected officers shall then be inducted into office and a Vice Mayor shall be appointed as provided in Article VIII, section 1a.

The City Council shall hold a regular meeting at least once a month at such time as it shall fix by ordinance.

Special meetings may be called at any time by the Mayor or by three City Councilmembers in accordance with the Government Code of the State of California.

All meetings of the City Council shall be held in the City Hall unless an alternative location is appropriately noticed. All meetings shall be open to the public.

The City Council shall adopt rules for conducting its proceedings. (1941, p. 3480; amended by vote of the people, November 8, 1988; amended by vote of the people, November 6, 1990)

Section 3: Quorum

A majority of the Council shall constitute a quorum for the transaction of any business.

Section 4: Ordinances

All proposed ordinances introduced in the City Council shall be in printed form.

The enacting clause of all ordinances passed by the City Council shall read as follows: "The City Council of the City of Oroville do ordain as follows:".

The affirmative vote of a majority of the City Council shall be necessary to adopt any ordinance, resolution or claim against the City, which vote shall be taken by ayes and noes and entered upon the record.

No ordinance shall be passed by the City Council on the day of its introduction, nor within five days thereafter, nor at any time other than a regular meeting.

A proposed ordinance may be amended or modified between the time of its introduction and the time of its final passage, provided its general scope and original purposes are retained.

All ordinances shall be signed by the Mayor and attested by the City Clerk and shall be published in a manner that meets the requirements of State law (which could include publishing in local newspaper) an adjudicated newspaper of general circulation and circulated in the City of Oroville.

In lieu thereof, the publication of ordinances may be satisfied by either of the following actions:

1. The City Council may publish a summary of a proposed ordinance or proposed amendment to an existing ordinance. Such summary shall be prepared by an official designated by the City Council. A summary shall be published, and a certified copy of the full text of the proposed ordinance or proposed amendment shall be posted in the office of the City Clerk at least five days prior to the City Council meeting at which the proposed ordinance or amendment or alteration thereto is to be adopted. Within 15 days after adoption of the ordinance or amendment, the City Council shall publish a summary of the ordinance or

amendment with the names of those City Council members voting for and against the ordinance or amendment and the City Clerk shall post in the office of the City Clerk a certified copy of the full text of such adopted ordinance or amendment along with the names of those City Council members voting for and against the ordinance or amendment; or

2. If the City official designated by the City Council determines that it is not feasible to prepare a fair and adequate summary of the proposed or adopted ordinance or amendment, and if the City Council so orders, a display advertisement of at least one-quarter page in a newspaper of general circulation printed and published in the County of Butte and circulated in the City shall be published at least five days prior to the City Council meeting at which the proposed ordinance or amendment or alteration thereto is to be adopted. Within 15 days after adoption of the ordinance or amendment, a display advertisement of at least one-quarter page shall be published. The advertisement shall indicate the general nature of, and provide information about, the proposed or adopted ordinance or amendment including information sufficient to enable the public to obtain copies of the complete text of such ordinance or amendment, and the names of those City Council members voting for and against the ordinance or amendment.

Notwithstanding the foregoing, any ordinance declared by the City Council to be necessary as an emergency measure for preserving the public peace, health or safety, and containing the reasons for its urgency, may be introduced and passed at one and the same meeting, and if passed by a five-sevenths vote shall become effective immediately. (Amended by vote of the people, November 5, 1996)

Article VIII

Section 1: Mayor

The Mayor shall be elected and shall hold office for four years and until his or her successor is elected and qualified.

The Mayor shall be the executive head of the City. In case of riot, insurrection or extraordinary emergency he or she shall assume general control of the City government, and all its branches and be responsible for the suppression of disorders and the restoration of normal conditions.

In the name and on behalf of the City he or she (or their designee) shall sign all contracts, deeds, bonds and other legal instruments to which the City is a party, and he or she shall represent the City at all ceremonial functions of a social or patriotic character when it is desirable and appropriate to have the City represented officially thereat.

He or she shall preside at all meetings of the City Council and shall vote as a member of the City Council and shall receive such compensation as is hereinbefore provided for members of the City Council.

Section 1A: Vice Mayor

There shall be a Vice Mayor who shall be appointed by the City Council to hold office at the pleasure of the City Council. He or she shall be a duly qualified and acting member of the City Council. In the event of the termination of his or her tenure of office as City Councilmember from any cause whatsoever, thereupon his or her tenure of office as Vice Mayor shall forthwith cease and determine. The appointment and removal of the Vice Mayor may be made by a majority vote of the City Council.

The Vice Mayor shall act as Mayor pro tem- pore in the case of absence, illness, death or other disability of the Mayor and while so acting shall have all of the rights, powers and duties of the Mayor.

Section 2: Right of Subpoena

The Mayor or Vice Mayor shall have power to administer oaths. The Mayor, Vice Mayor or City Council, with assistance of City Attorney, may issue a subpoena, to compel the production of the books, papers, documents for the City, and to compel testimony whenever necessary in proceedings before the City Council. (1941, p. 3480.)

Article IX

Section 1: Departments

The City Administrator shall recommend, and the City Council shall by ordinance create, reorganize and abolish departments and divisions thereof as necessary for the effective management of the City's affairs, in addition to the following which are created by Charter:

Section 2: City Administrator/City Clerk

The City Clerk/City Administrator shall be the clerk of the City Council.

It shall be the duty of the City Clerk/City Administrator, or a deputy designated by him or her, to attend all sessions of the City Council and keep a full and correct record of the proceedings. The proceedings of the City Council shall be kept in a book. In addition, he or she shall keep a record of all Ordinances.

The proceedings of the City Council shall be kept in a book. In addition, he or she shall keep a record of all Ordinances.

He or she shall conduct promptly, and keep a systematic record of, all correspondence between the City Council and others relating to City business.

He or she shall be the keeper of the corporate seal of the City and shall affix the same to instruments or writings requiring authentication.

He or she shall safely keep all records, documents, ordinances, resolutions, books, and such other papers and matters, as may be regularly delivered into his or her custody or required by law or ordinance to be filed with him or her.

Section 3: City Attorney

There shall be a City Attorney who shall be appointed by the City Council, to hold office at the pleasure of the City Council. He or she shall be an attorney-at-law, admitted to practice before the supreme court of the State of California, and shall have been in actual practice in the state for at least three years next preceding his or her appointment.

All other things being equal, an attorney who has had special training or experience in municipal corporation law shall be appointed to this office if practicable.

The City Attorney shall be legal advisor of the City Council and all other City officials. He or she shall draft all ordinances, resolutions, contracts or other legal documents, or proceedings required by the City Council, or other officials, except as may be otherwise provided.

He or she shall prosecute personally on behalf of the people violations of municipal code before the Superior Court and shall perform such other legal services as needed.

He or she shall attend all meetings of the City Council unless excused therefrom by the City Council or Mayor.

Section 4: Director of Finance

There shall be a Director of Finance who shall be appointed by the City Council. He or she shall receive and keep safely all moneys and securities belonging to the City and coming into the hands and pay out the same only on warrants signed by the proper officials, including the principal and interest due on bonds of the City, including improvement bonds.

Section 5: Chief of Police

There shall be a Chief of Police who shall be appointed by the City Council to hold office at the pleasure of the City Council. He or she shall be the head of the police department of the City, shall make rules and regulations for the management of the department, and shall have all the powers that are now or may hereafter be conferred upon other peace officers by the laws of the state. It shall be the duty of the Chief of Police to preserve the public peace, and to suppress riots, tumults and disturbances. The orders of the Chief of Police shall be promptly executed by the police officers of the City for the maintenance of public order or the protection of life and property.

The Chief of Police shall have authority, and it is hereby made the duty of the Chief of Police to arrest persons violating any law of the state or ordinance of the City.

Persons convicted of violating City ordinances and sentenced to jail may be confined in the county jail of Butte County. The Chief of Police shall have such other powers and duties as may be prescribed by the City Council by ordinance.

Section 6: Fire Chief

There shall be a Fire Chief who shall be appointed by the City Council and hold office at the pleasure of the City Council. He or she shall be head of the fire department of the City and shall have charge of and supervision over all matters relating to the prevention and extinction of fires, and of all measures necessary to guard and protect all property impaired thereby. During the time of a fire, he or she shall have supreme authority over the territory involved therein, and all persons in the immediate vicinity of the fire during such time, including police officers, shall be subject to his or her orders.

The Fire Chief shall make rules and regulations for the government of the department, subject to the approval of the City Council. The City shall provide fire prevention and protection services.

Section 7: Treasurer

There shall be a City Treasurer who shall be elected every four years at the general election. It shall be his or her duty to collect all taxes assessed by the City assessor otherwise.

He or she shall receive and keep safely all moneys and securities belonging to the City and coming into the hands and pay out the same only on warrants signed by the proper officials, including the principal and interest due on bonds of the City, including improvement bonds.

The Treasurer shall deposit within forty-eight hours of its receipt with a responsible banking institution, in the City, all funds coming into his or her possession, and shall obtain from such banking institution bonds or other collateral as security therefore, as provided by law. (Amended by vote of the people, April 12, 1983)

Section 8: Public Works Director

There shall be a Public Works Director who shall be appointed by the Council, to hold office at the pleasure of the Council. He or she shall perform such duties as may be prescribed now or hereafter, by ordinance or the general law of the State.

Section 9: In addition, the City shall retain the following two functions:

Section 9A: An Expert Accountant to audit annually, in accordance with generally accepted auditing standards, the financial statements and accounts of the City.

Section 9B: A City Engineer who shall hold office at the pleasure of the Council. As City Engineer, he or she shall be the custodian of, and responsible for, all maps, plans, profiles, field notes and other records and memoranda belonging to the City, pertaining to his or her office and the work thereof, all of which he or she shall keep in proper order and condition with full indices thereof.

He or she shall have been at the time of his or her appointment a licensed and practicing Civil Engineer.

Article X: Commissions

Section 1: Planning Commission

There shall be a board of Planning Commissioners consisting of the Mayor as an ex-officio member without vote except in the case of a tie; and seven citizens to be appointed by the City Council to serve for four years each, without compensation.

The City Planning Commission shall have and exercise all the powers and duties which are now or may hereafter be granted to or imposed upon said department by state law, and such additional powers and duties as may be granted or imposed by ordinance for the regulation and control of the platting and subdivision of lands.

No ordinance shall be adopted by the City Council creating districts or zones for the purpose of regulating the use of lands, the height, bulk, location or use of buildings therein, and no ordinance changing, amending or altering any such ordinance shall be adopted until it shall have first been submitted to the board of City Planning Commissioners for report and recommendation.

It shall be the duty of the Planning Commission within thirty days from the receipt of any such request from the City Council for its recommendation in regard to any such ordinance, to make and file its report thereon with the City Council, and should said board of City Planning Commissioners recommend against the approval of any such ordinance herein mentioned, the City Council may adopt such ordinance only upon majority vote of the whole of said City Council.

Should the board of City Planning Commissioners recommend the approval of any such ordinance or fail to make any recommendation within the time mentioned herein, said City Council may adopt such ordinance by a majority vote of the whole City Council.

All plans for the location of public parks or public playgrounds shall be submitted to the City Planning Commission for report and recommendation. Such report shall be advisory only. The department shall make reports and recommendations to the City Council and to the various departments of the City government on all matters involving the location of such public improvements.

The City Planning Commission shall initiate studies and make reports and recommendations to the City Council and the various departments of the City government on subjects related to the opening and widening of streets and other physical conditions, connected with the development and expansion of the City.

It shall each year render to the Mayor and City Council a report of its activities during the preceding year, and its proposals for the future. (1961, c. 181; amended by vote of the people, April 12, 1983; amended by vote of the people, November 6, 1990; amended by the vote of the people November 4, 2024.)

Section 2: Park Commission.

There shall be a Park Commission consisting of five members to be appointed by the City Council each to serve for a term of five years, without compensation.

The department of parks shall have the power and duty:

1. To manage and control the parks owned or operated by the City of Oroville.
2. To establish, maintain and operate parks, with structures therein appropriate to park purposes, within or without City limits.
3. To construct and operate, sell, rent, or lease concessions or privileges to be exercised in the parks for the operation of boathouses, refreshment stands, restaurants, amusement places or devices, parking checking rooms and lockers and other similar purposes.
4. To establish schedules of charges for special services.
5. To grant to the department of playgrounds and recreation the right to establish, maintain and operate playground and recreation facilities on lands under the control of the department of parks upon such terms and conditions as shall be fixed by the board of park commissioners.
6. To have charge over and care of trees, plants, and lawns in parking along public streets, subject to street improvements authorized by the City.
7. To appoint a superintendent of parks who shall have general supervision of all parks and under direction of the park commission.

Appropriation may be made from the general City funds for park purposes. All money arising from appropriations above referred to or received by the department of parks from fees, sales, gifts or otherwise in connection with the operation of the department shall be placed to the credit of the department of parks in a fund to be known as the park fund.

No money in the park fund shall be used for any purpose other than the financial support of the Department of Parks.

The board of Park Commissioners shall have power to control and order, in the manner in this Charter provided, the expenditure of all money coming into the park fund, or from the sale of bonds authorized by the City for financing the work of the park department, and to appropriate and expend the same for the purposes of the department, in accordance with the provisions of this Charter.

Said board may invest any surplus funds under its control in bonds or other evidences of indebtedness of the United States, the State of California, or of any political subdivision thereof, and the income derived therefrom shall be deposited in the City treasury to the credit of the park fund.

No real property shall be acquired by the City for park sites unless such sites are first approved by the board of park commissioners.

Said board shall have full control over all park sites and no such sites shall be devoted to any other purpose in whole or in part without permission from said board.

Whenever funds are donated by any person or persons for the acquisition or construction of any building, structure, work or improvement in a public park, and the donor or donors thereof shall,

at the time of such donation, request the appointment of a special commission to take charge of the expenditure of such funds and to supervise the construction of such improvement, the City Council may, in its discretion, if said proposed improvement will increase the value of such park for park purposes, provide by ordinance for the appointment by the Mayor, subject to the conformation by a majority of the City Council, of a special commission to take charge of the supervision of the construction of such improvement and the expenditure of funds donated therefor.

In the event funds are donated in the manner provided for in this section for the maintenance of any such improvement at the time of construction thereof or otherwise, the City Council may, by ordinance, create a commission to be appointed under the provisions of this section, which shall have such powers and duties as to such construction or maintenance as may be conferred upon it by such ordinance.

All lands belonging to the City which may hereafter be set apart or dedicated for the use of the public as a public park, shall forever remain to the use of the public inviolate.

Article XI

Section 1: City Attorney

(Amended to be included in Article IX by vote of the people, November 4, 2024.)

Section 2: City Clerk

(Amended to be included in Article IX by vote of the people, November 4, 2024.)

Article XIII

Article XIII, of the Charter of the City of Oroville, relating to City Assessor and Board of Appraisers, is repealed. (Re- pealed by vote of the people, April 12, 1983)

Article XIV

Section 1: Expert Accountant

(Repealed by vote of the people, November 4, 2024.)

Article XV

Section 1: City Treasurer

(Amended to be included in Article IX by vote of the people, November 4, 2024.)

Article XVI

Section 1: City Engineer

(Amended and included in Article IX by vote of the people, November 4, 2024.)

Article XVIa

Section 1: Superintendent of Streets

(Amended and included in Article IX by vote of the people, November 4, 2024.)

Article XVII*

Article XVII, of the Charter of the City of Oroville, relating to City court and City judge, is repealed. (Repealed by vote of the people, November 8, 1988)

Article XVIII

Section 1: Chief of Police

(Amended to be included in Article IX by vote of the people, November 4, 2024.)

Article XIX

Section 1: Chief of Fire Department

(Amended to be included in Article IX by vote of the people, November 4, 2024.)

Article XX

Section 1: Health Officer

(Repealed by vote of the people, November 4, 2024.)

Article XXI

Section 1: Oath of Office

Every officer shall take and subscribe to the constitutional oath of office before entering upon the performance of his or her official duties.

Section 2: Official Bonds

Officers managing City funds may be required to furnish a corporate surety bond in an amount to be determined by the Council, which surety bond shall be conditioned on the faithful performance of the duties imposed on that respective officer as herein prescribed. Any premium for such bond shall be a proper charge against the City. (Amended by the vote of the people on November 4, 2024.)

Section 3: Administering Oaths.

Every elective officer and every chief appointive official, including all members of boards and commissions provided for in this Charter, or by ordinance, shall have the power to administer oaths or affirmations, in connection with any matter appertaining to the business of the City.

Section 4: Compensation.

The City Council shall by resolution fix the compensation of all officers, also the compensation of all deputies, assistants and employees of such officers. (Amended by vote of the people, November 8, 1988)

Section 5: Reports of Fees and Commissions

Article XXI Section 5, of the Charter of the City of Oroville, relating to reports of fees and commissions, is repealed. (Repealed by vote of the people, November 8, 1988)

Article XXII

Section 1: Vacancies

- A. Any vacancy occurring in any office for Council appointed staff, from whatever cause arising shall be filled by appointment by the City Council; and, in the case of a vacancy in the office of Mayor, Vice Mayor, or City Councilmember such appointment may be made by a majority vote of the City Council; provided, further, that if such vacancy exists in any elective office the vacancy shall be filled in accordance to the California Government Code Section 36512(b), as may be amended from time to time. Candidates for office for such un-expired term shall qualify in the manner provided in article IV, section No. 1 of this Charter.
- B. In the event a vacancy occurs in any elective office within twenty days before the next

succeeding general municipal election then such vacancy may be filled by temporary appointment by majority vote of the City Council for the interim until the induction to office of City Councilmember elected thereat, at which time such vacancy shall be filled by the new City Council as hereinabove provided.

- C. In the event that a vacancy exists in any elective or appointive office and the City Council fails to agree or for any reason does not fill such vacancy within sixty days after the same occurs, a Special Meeting shall be called, and the vacancy shall be filled by simple majority vote at that meeting. The appointment may be an interim appointment. Should a simple majority not be reached, staff shall be directed to do one final recruitment. At the completion of that recruitment, the Council shall consider all candidates. Should the Council still be unable to reach the simple majority, the Mayor shall appoint from that list of candidates.
- D. In the event that the seats of a majority of the City Council shall become vacant, then the City Clerk shall call a special election at once to fill the vacancies for the unexpired terms, and such election shall be conducted substantially in the manner provided by law for holding general municipal elections.
- E. Except as herein otherwise provided, if any member of the City Council of the City shall move outside the boundaries of their jurisdiction or fail to attend three consecutive regular City Council meetings without the permission of the City Council, or shall resign, or be convicted of a felony, or be adjudged insane, or dies, his or her office shall thereupon become vacant.
- F. Notwithstanding any provision in this Charter contained, whenever any person has been elected or appointed to office and for any reason fails or neglects to file the official oath or bond, if required, or for any reason fails to qualify within thirty days after the commencement of the term of office, the City Council may declare the office vacant and proceed to fill the vacancy as hereinabove provided. (1941, p. 3480; amended by vote of the people, November 8, 1988; amended by vote of the people, November 6, 1990)

Section 2: Additional Duties of Officers

In addition to duties herein specified, all officers and boards shall perform such other appropriate duties appertaining to their office as may be prescribed by ordinance or by the general laws.

Article XXIII

Section 1: Library

****Section 1 This was repealed by the vote of the people, November 4, 2024.**

Article XXIV

****Sections. 5 to 14. Repealed by vote of the people, April 12, 1983.**

Section 1: Fiscal year.

The fiscal year of the City shall begin on the first day of July of each year, and end on the thirtieth day of June of the following year. (Amended by vote of the people, April 12, 1983)

Section 2: Tax system.

The City Council shall provide a system for the assessment, levy, and collection of City taxes upon real and personal property. By mutual agreement, the County of Butte shall perform those municipal functions which relate to the assessment of property for purposes of taxation, the

equalization and collection of taxes levied for municipal purposes, the collection of assessments, and the sale of property for non-payment of taxes or assessments.

It shall be the duty of the **Director of Finance**, within the time prescribed by law, to compute the tax rates required to service outstanding municipal debt and submit same to the City Council. Should the City Council fail to fix the tax rates within the time prescribed, then the tax rates of the previous year shall constitute the rates for the current year. (Amended by vote of the people, April 12, 1983)

Section 3: Annual budget

In the month of June of each year, the City administrator shall present to the City Council a proposed budget for the ensuing fiscal year. Such budget shall constitute the Preliminary Budget of the City of Oroville, and a copy of same shall be on file in the office of the City Clerk. Not less than five days after the preliminary budget is filed, the City Clerk shall fix a time for a budget public hearing.

Final adoption of the budget shall be not later than the second regular City Council meeting in June. Tax rates for purposes of the service of outstanding municipal debt shall be fixed not earlier than the first meeting in July, nor later than the last day of August. (Amended by vote of the people, April 12, 1983; and November 4, 2024)

Section 4: Annual financial report

It shall be the duty of the **Director of Finance** to prepare annually a consolidated financial report of the City, including such statements and schedules as may be necessary to adequately describe the financial condition of the City, and the results of its operations for the fiscal year. Insofar as practical, these statements shall be prepared in accordance with generally accepted accounting principles as applied to municipal corporations, and shall be subject to audit, as described in Article XIV above. (Amended by vote of the people, April 12, 1983)

Sections 5-14

* Repealed by vote of the people, April 12, 1983.

Article XXV

Section 1: Limit of Bond Indebtedness

The bonded debt of the City shall comply with state law. (Amended by the vote of the people November 5, 2024)

Article XXVI*

* Article XXVI of the Charter of the City of Oroville relating to "Special Taxes and Bonds" is repealed. (Repealed by vote of the people, April 12, 1983.)

Article XXVII

Section 1: Advertising the City; Inducing Immigration

The City Council may appropriate and spend money from the funds of the City for any or all of the following purposes: Exhibitions, celebrations, fairs, entertainment of public guests, inducing immigration, and generally for the purpose of advertising the City.

A. Provided, however, that any amount so appropriated and spent is equaled by the public body soliciting such funds from the City Council, and that such appropriation made by the City Council

does not constitute more than 50% of such expenditure contemplated.

B. Provided further, that the total appropriated for such expenditure shall not exceed 4 cents on the \$100.00 of assessed valuation in any one year.

Article XXVIII

Section 1: Street and Other Public Improvements

A. The improvement, widening, extending, opening and closing of streets, or rights of way owned by the City, or in which the City has an easement, whether within or without the limits thereof, and the planting of trees thereon, and the making of other improvements authorized by laws of the state, may be done, and assessments therefor may be levied in conformity with, and under the authority conferred by the general laws of the state now in effect, or which may hereafter be enacted.

B. Provided, that no such improvement shall be undertaken or enforced when the cost of such improvement exceeds the assessed valuation of any parcel of real property in front of which the improvement is to be made, as such assessed valuation appears on the assessment roll of the City for the previous year.

Where such improvement happens by reason of special conditions to exceed the assessed value of any one parcel of real property in the area to be improved, the City Council may declare that it is in the public interest that such amount over said assessed valuation shall be paid from the general fund of the City.

If it appears that the assessed valuation of any one parcel of real property will prevent the formation of an improvement district, any citizen may call for a review of the assessed valuation of the real property in the proposed district, whereupon the board of appraisers shall reappraise and determine what valuation is right and proper.

Provided also, that the petitions for the improvement shall bear the signatures of the owners of 51% of the street frontage of property within the proposed district, before the City Council can order the work to proceed.

C. Provided, however, that the City Council may by ordinance adopt a procedure for the opening, extending, widening, closing and improvement of streets, alleys, rights of way or other public places, the laying of pipe and conduits, and the removal from buildings, lots and grounds, and the sidewalks opposite thereto, of dirt, rubbish, weeds, and other rank growth and materials, which may injure or endanger neighboring property, or the health or welfare of the inhabitants of the City, and for making and enforcing assessments against the property benefited, or affected thereby, or from which removal is made, for the cost of such improvements or removal, and may make such assessments a lien on such property superior to all other claims or liens thereon, except state, county and City taxes.

D. Provided, that no such ordinance shall prevent the City Council from proceeding under any of the general laws of the state now in effect or which may hereafter be enacted, subject, however, in all cases to the provisions of subsection B of this article; provided, however, that where the work or improvement undertaken under such ordinance or general law is necessary for the promotion or maintenance of public health or safety and the City Council by resolution so finds, the City Council may proceed subject to such ordinance or general law and the provisions of subsection B shall not apply thereto. (1941, p. 3480)

Section 2: Contract Work

In the erection, improvement and repair of all public buildings and works, in all street and sewer work or in or about embankments or other works for protection against overflow, and in furnishing any supplies or materials for the same, the Local Agency Public Construction Act of the State of California Public Contract Code as the same now exists or may hereafter be amended shall apply. (1955, c. 185; amended by vote of the people, November 8, 1988)

Section 3: Interest in Contracts, Etc., Prohibited

No officer or employee of the City shall be or become directly or indirectly interested in, or in the performance of, any contract, or work or business, or in the sale or purchase of any article, the expense, price, or consideration of which is payable from the City funds, or in the purchase or lease of any real estate or other property belonging to or taken by the City, except in his or her official capacity, on behalf of the City.

If any person in this section designated, other than in such official capacity, shall, during the time for which he or she was elected or appointed, acquire an interest in any contract with or work done for the City or any department, branch or office thereof, or in any franchise, right, or privilege granted by the City, unless the same shall be devolved upon him or her by law, he or she shall forfeit his or her office and be forever barred and disqualified from being elected, appointed or employed in the service of the City, and all such contracts shall be voidable at the option of the City Council.

The ownership of less than five percent of the capital stock or shares of a corporation or association with which a contract may be made shall not be considered as constituting an interest in the contract within the meaning of this section.

Section 4: Contracts

The City Council shall advertise annually for sealed proposals or bids for printing and furnishing all letterheads, stationery, tax bills, account books and other printed matter likely to be required during the fiscal year.

Contracts for advertising or printing, as the case may be, shall be awarded to the lowest responsible bidder, provided no contract for advertising shall be awarded to any newspaper except a newspaper of general circulation, as that term is defined by Chapter 1 of Division 7 of Title 1 of the Government Code.

Any City officer may purchase and bind the City to pay for any item included in his or her budget not exceeding \$100.00 in any one complete purchase.

By order duly adopted by a vote of five members, the City Council may authorize any official to bind the City without advertising, in an amount not to exceed \$2,000.00.

All purchases shall be made and contracts for work shall be awarded in accordance with the Local Agency Public Construction Act of the State of California Public Contracts Code as the same now exists or may hereafter be amended. (1955, c. 185; amended by vote of the people, November 8, 1988)

Article XXIX

Section 1: Franchises

Every franchise or privilege to construct, maintain or operate any railroad, or other means of transportation in or over any street or highway, or to lay pipes or conduits, or erect poles or wires or other structures in or across any street or highway for the transmission of gas, electricity, or

other commodity, or for the use of public property or places now or hereafter belonging to the City, shall be granted under and in pursuance of the provision of the general laws of the state relating to the granting of franchises; provided no new franchise or the renewal of an existing franchise shall be granted except upon condition that at least two percent of the gross annual receipts derived from the use of such franchise shall be paid to the City. In all cases the applicant for a franchise shall advance the cost of advertising the same.

Every such franchise shall require the grantee thereof to agree to a joint use of its property to others, wherever practicable, and nothing herein shall be construed as prohibiting the City Council from requiring other conditions not inconsistent with the constitution or general laws.

No franchise or privilege so granted shall be sold, leased, assigned or otherwise alienated without the express consent of the City Council given by ordinance and subject to the referendum.

Within six months after this Charter takes effect, every public utility and every owner of a public utility franchise, shall file with the City Clerk, certified copies of all the franchises owned or claimed, or under which any such utility is operated.

The City shall compile and maintain a public record of all public utility franchises and of all public utility fixtures in the streets of the City of Oroville.

Article XXX: Miscellaneous

Section 1: Official Records

All books and records of every office and department shall be open to the inspection of any citizen during business hours, subject to proper rules and regulations for the efficient conduct of business of such department or office; provided, the records of the police department shall not be subject to such inspection except by permission of the proper police authorities.

Copies or extracts, duly certified, from said books and records open for inspection, shall be given by the officer having the same in custody to any person demanding the same and paying or tendering the fee for such copies or extracts, and an additional fee for certifying. The City Council, by resolution duly adopted, shall set the fee to be charged for copies or extracts and for certifying.

All officers and boards shall deliver to their successors all papers, books, documents, records, archives, and other properties pertaining to their respective offices or departments, in their possession or under their control. (Amended by vote of the people, April 12, 1983)

Section 2: General Laws Applicable

All general laws of the state applicable to municipal corporations now or hereafter enacted, and which are not in conflict with the provisions of this Charter, or with ordinances hereafter enacted, shall be applicable to the City of Oroville.

The City Council may adopt and enforce ordinances which in relation to municipal affairs, shall control as against the general laws of the state.

Provided, that where a procedure for the exercising of any rights or powers belonging to a City, is provided by statute of the State of California, such procedure shall control and be followed unless a different procedure is provided in, or by ordinance enacted under authority of this Charter. (1955, c. 185; amended by vote of the people, April 12, 1983)

Section 3: Continuing Officers and Employees

All officers, assistants, and employees in office when this Charter takes effect, shall continue to hold and exercise their respective offices or employment, under and subject to the terms and provisions of this Charter until the election or appointment and qualification of their successors in the manner prescribed in this Charter.

Section 4: Continuing ordinances in force

All lawful ordinances, resolutions, and regulations in force at the time this Charter shall take effect,* and not inconsistent with its provisions, are hereby continued in force until the same shall have been duly amended, repealed or superseded.

* See note to section 7 of this article.

Section 5: Continuing Contract in Force

All vested rights of the City shall continue and shall not in any manner be affected by the adoption of this Charter, nor shall any right, liability, pending suit or prosecution, either on behalf of or against the City, be affected by the adoption of this Charter. All contracts entered into by the City prior to the taking effect of this Charter shall continue in full force and effect. All public work begun prior to the taking effect of this Charter shall be continued and perfected hereunder.

Section 6: Validity

If any article, section, or part of a section of this Charter is held legally invalid, it shall not be held to invalidate or impair the validity of any other section or part of section, unless it clearly appears that such other section or part of a section is dependent for its operation upon the section or part of a section so held invalid.

Section 7: When Charter Effective

This Charter shall go into effect upon its approval by the legislature, except for the purpose of electing the officers provided for herein; for which purpose it shall go into effect on the expiration of the terms of the present elected officials.

- * **Editor's note:** The Charter was approved by the state legislature and filed with the secretary of state on January 27, 1933.

Article XXXI

Initiative Measure to Be Submitted Directly to the Voters*

- **Editor's note:** This article was added in 2000.

Section 1: Title

This measure shall be known as the People's Choice Prison Initiative (People's Initiative).

Section 2: Findings

In order to maintain the quality of life as sought by the residents of the City of Oroville, it is hereby accepted as a right and an obligation:

1. To preserve the current level of health and safety services and other welfare issues as they relate to the residents of the City of Oroville;

2. To maintain the right to an orderly and evenly distributed rate of growth, keeping within the ability of the City to accommodate growth without straining available resources, be they provided by man or be they natural;
3. To be able to preserve the quality of public services, health services, social workers, sewage treatment plants and landfill adequacy, which are often threatened by excessive and rapid population growth impacts.

In keeping within the process prescribed in the California Election Code, the voters of the City of Oroville hereby exercise their right to the Initiative process whereby a constituency may obtain the will of the voters to decide on important issues which impact them directly.

Therefore, the people of the City of Oroville do ordain as follows:

Section 3: City of Oroville's Boundaries, Etc.

That the entire City of Oroville, and all the territory included within the City boundaries are hereby zoned prison-free by the enactment of this, the People's Initiative.

Section 4: Prison Initiative Enacted

Should this initiative be enacted, any consideration of prison or any facility that has a function of incarcerating or housing prisoners shall be put forth on the ballot for approval by the voters disclosing to them the following:

- A. The proposed location of the prison;
- B. The type of prison (e.g. maximum security, minimum security, etc.);
- C. The size of prison;
- D. How the various factors impacting the public shall be mitigated;
- E. A commitment from the state, federal or any other agency that they will pay for the increased cost of direct and indirect services that result from the prison and that any cost incurred by the enforcement of this Section (4), Subparagraph (e) shall be borne by them;
- F. Any and all potential changes to the disclosed information.

Section 5: Transmittal to State

Upon adoption of this initiative, the City Council shall immediately transmit a copy of the initiative to the Governor of the State of California, the California Department of Corrections, and all other appropriate state agencies.

Section 6: Severability

If any subsection, part, subpart, paragraph, subparagraph, clause or phrase of this initiative or any amendments or revision of this initiative is for any reason held to be invalid, the remaining portions will not be affected but will remain in full force and in effect.

Section 7: Amendment

No part of this initiative shall be amended or repealed except by passage of a ballot measure approved by a majority of voting.

THE CHARTER*

§ 1. Name. **Article I.**

Article II.

§ 1. Boundaries.

~~§ 1. Expert accountant.~~

Article III.

§ 1. Powers of the city.

Article IV.

§ 1. Elections.

Article V.

§ 1. Initiative, referendum and recall.

Article VI.

§ 1. Officers and employees.

Article VII.

§ 1. The council.

§ 2. Meetings.

§ 3. Quorum.

§ 4. Ordinances.

Article VIII.

§ 1. Mayor.

§ 1a. Vice mayor.

§ 2. Right of subpoena.

Article IX.

~~§ 1. Planning-
commission.~~ Departments and
Commissions

§ 1. Departments

§ 2. City Administrator/City Clerk

§ 3. City Attorney

§ 4. Director of Finance

§ 5. Chief of Police

§ 6. Fire Chief

§ 7. Other City Functions

§ 7a. Expert Accountant

~~**Article XII.**~~

§ 1. ~~City clerk.~~

§§ 1' 2. ~~Repealed Article XIII.~~

~~**Article XIV.**~~

§ 7b. City Engineer

Article X.

§ 1. ~~Park commission.~~ Planning
Commission

§ 2. Park Commission

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Article XV.
~~§ 1. City treasurer.~~

Article XVI.
~~§ 1. City engineer.~~

Article XVIa.
~~§ 1. Superintendent of streets.~~

Article XVII.
~~§ 1. Repealed.~~

Article XVIII.

Article XI.
~~§ 1. City attorney.~~

~~§ 1. Chief of police.~~

Article XIX.
~~§ 1. Chief of fire department.~~

Article XX.
~~§ 1. Health officer.~~

Article XIX.
§ 1. Oath of office.
§ 2. Official bonds.
§ 3. Administering oaths.
§ 4. Compensation.
§ 5. Repealed.

Article XIX.
§ 1. Vacancies.

§ 2. Additional duties of officers.

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~~Article XXIII.~~~~§ 1. Library.~~~~Article
XIII~~IV~~.~~

- § 1. Fiscal year.
- § 2. Tax system.
- § 3. Annual budget.
- § 4. Annual financial report.
- §§ 5-14. Repealed.

~~Article
XIV~~XV~~.~~~~§ 1. Limit of bond indebtedness.~~~~Article XXVI.~~~~§ 1. Repealed.~~~~Article XXVII.~~~~§ 1. Advertising the city; inducing immigration.~~~~Article XXVIII.~~

- ~~§ 1. Street and other public improvements.~~
- ~~§ 2. Contract work.~~
- ~~§ 3. Interest in contracts, etc., prohibited.~~
- ~~§ 4. Contracts.~~

~~Article XV~~XIX~~.~~~~§ 1. Franchises.~~~~Article XV~~IX~~. Miscellaneous.~~

- § 1. Official records.
- § 2. General laws applicable.
- § 3. Continuing officers and employees.
- § 4. Continuing ordinances in force.
- § 5. Continuing contracts in force.
- § 6. Validity.
- § 7. When Charter effective.

~~Article XV~~IX~~. Initiative Measure to Be
Submitted Directly to the Voters~~

- § 1. Title.
- § 2. Findings.
- § 3. City of Oroville's boundaries, etc.
- § 4. Prison Initiative enacted.
- § 5. Transmittal to State.
- § 6. Severability.
- § 7. Amendment.

~~*—Editor's note. The Charter consists of Statutes 1933, p. 2904, as amended. It was adopted pursuant to section 8 of article XI of the state constitution, ratified by the qualified electors at a special municipal election held on October 22, 1931, approved and adopted by the state legislature and filed with the secretary of state on January 27, 1933. Amendments are indicated by the historical citations following the amended sections in parentheses. Unless so indicated, the Charter derives unchanged from the original act. A frontal analysis consisting of a numerical listing of the catchlines has been added and a uniform system of capitalization has been employed.~~

~~Article I.~~~~Sec. 1. Name.~~

The municipal corporation now existing and known as the "City of Oroville" shall remain and continue a body politic and corporate in fact and in law, by the name of the "City of Oroville" and by such name shall have perpetual succession.

~~Article II.~~~~Sec. 1. Boundaries.~~

The boundaries of the City of Oroville shall continue as now established, and the territory embraced therein may be added to or diminished in accordance with the laws of the State of California governing the annexation and exclusion of territory by municipalities.

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Article III.**Sec. 1. Powers of the city.**

The City of Oroville may appear, sue and defend in all courts and places in all matters and proceedings; may have and use a common seal and alter the same at pleasure; may, subject to the restrictions contained in this Charter, purchase, receive, hold and enjoy, sell, lease and convey real and personal property; receive bequests, gifts and donations of all kinds of property in fee simple, or in trust for charitable and other purposes; and do all acts necessary to carry out the purposes of such gifts, bequests and donations, with power to manage, sell, or lease or otherwise dispose of the same in accordance with the terms of any gift, bequest or trust; may improve any river or channels flowing through the city or adjoining the same; widen, straighten and deepen the channels thereof, and remove obstructions therefrom; construct and maintain embankments and other works to protect the city from overflow.

All rights and titles to property, all rights and obligations under contracts or trusts, and all causes of action of any kind in any court or tribunal vested in the City of Oroville or in any officer or employee thereof in his or her official capacity, at the time this Charter becomes effective,* as well as all liabilities in contract or tort and causes of action involving the same insofar as they affect the city and/or any officer or employee thereof in his or her official capacity which shall be outstanding at the time this Charter becomes effective, shall continue without abatement or modification by reason of any provision hereof.

All ordinances or resolutions in force at the time this Charter takes effect and not inconsistent therewith shall continue in force until amended or repealed.**

All public improvements or other proceedings legally authorized prior to this Charter shall be

carried to completion under previously existing laws or under this Charter.***

The powers or duties vested in city officers, boards or commissions by law superseded by this Charter shall be exercised, continued and carried out by their successors or by other city officers, boards or commissions, consistent with the provisions of this Charter.

All functions of the city, and the powers and duties of officers and employees charged with the performance therefor, as these shall have been apportioned among departments and officers, and institutions, utilities, bureaus or other subdivisions thereof, as existing at the time this Charter shall go into effect, shall continue to be the functions of such departments and offices and the powers and duties of officers and employees assigned thereto, except as in, or under the authority of, this Charter otherwise specifically provided.

The legally authorized officers and employees of each of said departments and officers or subdivisions thereof shall continue as the officers and employees of said departments and offices or subdivisions thereof, subject to the conditions governing their respective appointments to such positions and except as in this Charter otherwise provided; and where part of the functions and duties of any department or office are by this Charter transferred or placed in any other department or office, the persons performing such functions and duties, shall be transferred therewith.

The compensations legally authorized for the several officers and employees shall be continued subject to the other provisions of the Charter.

The city may make and enforce all laws, ordinances and regulations necessary, convenient or incidental to the exercise of all rights and powers in respect to its affairs, officers and employees and shall have all rights and powers appropriated to a city, subject only to the

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restrictions and limitations provided in this Charter, including the power to acquire and construct plants, works, utilities, areas, highways and institutions outside the boundaries

of the city, and maintenance and operations of the same, and the exercise of functions or maintenance of services outside the boundaries of the city, including the expenditure of funds therefor through any agency.

The specifications or enumeration in this Charter of particular powers shall not be exclusive.

The exercise of all rights and powers of the city when not prescribed in this Charter shall be as provided by ordinance or resolution of the city council.

- As to effective date of Charter, see Char., art. XXX, § 7.
- See also, Char., art. XXX, § 4 as to ordinances continued in force.
- See also, Char., art. XXX, § 5 as to contracts continuing in force.

Article IV.

Sec. 1. Elections.

General elections shall be held in the City of Oroville on the first Tuesday after the first Monday in November of each even-numbered year, under and pursuant to the general laws governing elections, so far as the same may be applicable, and except as herein otherwise provided. Persons elected in April of 1981, or their successors, shall hold office until November 12, 1984, and persons elected in April of 1983, or their successors, shall hold office until November 10, 1986.

Where there are full council terms and short council terms to be filled, the persons elected by the highest number of votes shall be elected to the full term offices. In the event that two or more persons shall be elected by the same number of votes, their term shall be fixed by lot. {1941, p. 3484; 1955, c. 185; amended by vote of the people, April 12, 1983} W

Article V.

Sec.1. Initiative, referendum and recall.

Ordinances may be initiated, or the referendum exercised on ordinances passed by the council, under and in accordance with the constitution and general laws of the state, and any elective officer may be recalled from office under and in pursuance of the provisions of the constitution and general laws; provided, however, that initiative, referendum or recall petitions, must be signed by at least 25% of the number of eligible electors voting at the last general municipal election.

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Article VI.

Sec. 1. Officers and employees.

The officers of the City of Oroville shall be a mayor, six members of the council, a Ceity Clerk/Ceity Administrator, a Ceity Attorney, all City departments heads which include but are not limited to: a city treasurer Director of Finance, a Ceity Engineer, a street superintendent Director of Public Works, a Director of Community Development, a Director of Code Enforcement, a Director of Business Development Assistance and Housing Development, a Chief of Ppolice, and a Fire Chief, a health officer, In addition, a Pplanning commission, Ccommission and a Ppark Ccommission members, playground and recrea-tion commission, and a board of five library trustees; provided, the council may by ordinance provide for such subordinate officers, assistants, deputies, clerks and employees as it deems necessary.

The members of the council shall be elected from the city at large and shall hold office for four years and until their successors are elected and qualified.

The city clerk and one or more deputy city clerks shall be appointed and hold office at the pleasure of the city council.

aThe city treasurer shall be elected and shall hold office for four years and until a successor is elected and qualified.

All other officers, assistants, deputies, clerks and employees shall be appointed as provided

Commented [BR2]: We did discuss suggesting term limits - however - we also discussed how that could be challenging now that we have districts in place. We can revisit this topic (term limits), if desired.

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in this Charter or as the council may provide

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by ordinance in case no provision for their appointment is herein made, and they shall hold their respective offices or positions at the pleasure of the appointing power, except as otherwise herein provided.

Except as otherwise provided in this Charter, where the appointment of any officer, assistant, deputies, clerks or employees that is vested in the council, the appointment and removal must be made by a five-sevenths vote of the members. ~~Where such appointment is vested in any other body, the appointment and removal must be made by a four-fifths vote of the members of such body.~~

No increase or reduction shall be made in the compensation paid any appointive officer unless made by a five-sevenths vote of the council ~~or a four-fifths vote of such other body.~~ (1941, p. 3480; amended by vote of the people, April 12, 1983; amended by vote of the people, November 8, 1988)

Article VII.

Sec. 1. The council.

The legislative body of the City of Oroville shall consist of a mayor (elected at large) and six persons ~~at large~~ which body shall be known as the council.

The members of the council shall be elected by the qualified voters of the city at a general municipal election to be held therein every even-numbered year as hereinbefore provided.

They shall hold office for a period of four years from and after the first Tuesday in January next succeeding the day of their election and until their successors are elected and qualified; ~~provided, the respective terms of the first council elected under this Charter shall be as follows, the three persons elected by the highest number of votes shall hold office for four years, the three persons elected by the next~~

~~highest number of votes shall hold office for two years. In the event that two or more persons shall be elected by the same number of votes, their term shall be fixed by lot.~~

The members of the council and the mayor shall receive ~~as compensation~~ as set by ordinance. ~~five dollars for each regular meeting attended; provided, however, that the total sum to be received by any one councilmember shall not exceed the sum of ten dollars per month.~~

The members of the council shall not be elected or appointed to any office or employment with the city, except as otherwise provided in this Charter.

In the event of resigning they shall not be entitled to vote on the selection of their successors.

The council shall have the power by ordinance to provide for and appoint such other commissions and officials as may seem in its discretion necessary and proper, such officers shall serve at the discretion of the council, and at a salary to be fixed by the council.

The council shall have the power by ordinance to combine any city offices, which in its discretion seems for the best interests of the city. (Amended by vote of the people, November 8, 1988)

Sec. 2. **Meetings.**

The council shall meet ~~at 8:00 p.m.~~ on the first Tuesday in January following the general municipal election and canvass the returns thereof. Should the first Tuesday fall on a holiday, the meeting shall be held the following day.

The new members and all newly elected officers shall then be inducted into office and a vice mayor shall be appointed as provided in Article VIII, section 1a.

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The council shall hold a regular meeting at least once a month at such time as it shall fix by ordinance.

Special meetings may be called at any time by the mayor or by three councilmembers in accordance with the Government Code of the State of California, with the provisions of Section 54056 of the Government Code of the State of California as the same may be from time to time amended.

All meetings of the council shall be held in the City Hall unless the an alternative location is appropriately noticed. council by ordinance provides for another meeting place, and a All meetings shall be open to the public; ~~provided, however, that whenever necessary or convenient to hold any meeting at some other place within the City of Oroville, the clerk may, upon written instruction by the mayor and after notice to the members of the council, designate another meeting place by posting written notice thereof at the regular place of meeting at least one hour prior to the time thereof. Such notice shall designate the place where and the time when such meeting is to be held, and a copy of such notice and the clerk's certificate of the posting thereof together with the mayor's instructions as aforesaid shall be read into and filed with the minutes of such meeting.~~

The council shall adopt rules for conducting its proceedings. (1941, p. 3480; amended by vote of the people, November 8, 1988; amended by vote of the people, November 6, 1990)

Sec. 3. Quorum.

A majority of the council shall constitute a quorum for the transaction of any business, ~~except as herein otherwise provided, but a less number may adjourn from time to time and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance.~~

Sec. 4. Ordinances.

All proposed ordinances introduced in the council shall be in printed ~~or typewritten~~ form.

The enacting clause of all ordinances passed by the council shall read as follows: "The council of the City of Oroville do ordain as follows:"

The affirmative vote of a majority of the council shall be necessary to adopt any ordinance, resolution or claim against the city, which vote shall be taken by ayes and noes and entered upon the record.

No ordinance shall be passed by the council on the day of its introduction, nor within five days thereafter, nor at any time other than a regular meeting.

A proposed ordinance may be amended or modified between the time of its introduction and the time of its final passage, provided its general scope and original purposes are retained.

All ordinances shall be signed by the mayor and attested by the city clerk, and shall be published in a manner that meets the requirements of State law (which could include publishing in local newspaper) an adjudicated newspaper of general circulation and circulated in the City of Oroville.

In lieu thereof, the publication of ordinances may be satisfied by either of the following actions:

1. The city council may publish a summary of a proposed ordinance or proposed amendment to an existing ordinance. Such summary shall be prepared by an official designated by the city council. A summary shall be published and a *certified* copy of the full text of the proposed ordinance or proposed amendment shall be posted in the office of the city clerk at least five days prior to the city council *meeting* at which the proposed ordinance or amendment or alteration thereto is to be adopted. Within 15 days after adoption of the ordinance or amendment, the city

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council shall publish a summary of the ordinance or amendment with the names of those city council members voting for and against the ordinance or amendment and the city clerk shall post in the office of the city clerk a certified copy of the full text of such adopted ordinance or amendment along with the names of those city council members voting for and against the ordinance or amendment; or

2. If the city official designated by the city council determines that it is not feasible to prepare a fair and adequate summary of the proposed or adopted ordinance or amendment, and if the city council so orders, a display advertisement of at least one-quarter page in a newspaper of general circulation printed and published in the County of Butte and circulated in the city shall be published at least five days prior to the city council meeting at which the proposed ordinance or amendment or alteration thereto is to be adopted. Within 15 days after adoption of the ordinance or amendment, a display advertisement of at least one-quarter page shall be published. The advertisement shall indicate the general nature of, and provide information about, the proposed or adopted ordinance or amendment including information sufficient to enable the public to obtain copies of the complete text of such ordinance or amendment, and the names of those city council members voting for and against the ordinance or amendment.

Notwithstanding the foregoing, any ordinance declared by the council to be necessary as an emergency measure for preserving the public peace, health or safety, and containing the reasons for its urgency, may be introduced and passed at one and the same meeting, and if passed by a five-sevenths vote shall be-

come effective immediately. (Amended by vote of the people, November 5, 1996)

Article VIII.**Sec. 1. Mayor.**

The mayor shall be elected and shall hold office for four years and until his or her successor is elected and qualified.

The mayor shall be the executive head of the city. In case of riot, insurrection or extraordinary emergency he or she shall assume general control of the city government, and all its branches and be responsible for the suppression of disorders and the restoration of normal conditions.

In the name and on behalf of the city he or she (or their designee) shall sign all contracts, deeds, bonds and other legal instruments to which the city is a party, and he or she shall represent the city at all ceremonial functions of a social or patriotic character when it is desirable and appropriate to have the city represented officially thereat.

He or she shall preside at all meetings of the council and shall vote as a member of the council, and shall receive such compensation as is hereinbefore provided for members of the council.

Sec. 1a. Vice mayor.

There shall be a vice mayor who shall be appointed by the city council to hold office at the pleasure of the council. He or she shall be a duly qualified and acting member of the council. In the event of the termination of his or her tenure of office as councilmember from any cause whatsoever, thereupon his or her tenure of office as vice mayor shall forthwith cease and determine. The appointment and removal of the vice mayor may be made by a majority vote of the council.

The vice mayor shall act as mayor pro tempore in the case of absence, illness, death or

CHARTER

other disability of the mayor and while so acting shall have all of the rights, powers and duties of the mayor.

Sec. 2. Right of subpoena.

~~The mayor or vice mayor shall have power to administer oaths. The City Attorney, at the direction of the Council, may issue a subpoena, to compel the production of the books, papers, documents for the City, and to compel testimony whenever necessary in proceedings before the Council, and affirmations concerning any demand upon the treasury, and in all matters relating to the duties of the city council, and to witnesses examined in any investigation had by said council, or by any committee thereof duly authorized to make such investigation. Said mayor or vice mayor may issue subpoenas under his or her hand and the seal of such city, attested by the city clerk, to compel the attendance of witnesses before such city council or committee thereof. (1941, p. 3480.)~~

Article IX.**Sec. 1. Departments**

~~The City Administrator shall recommend and the City Council shall by ordinance create, reorganize and abolish departments and divisions thereof as necessary for the effective management of the City's affairs, in addition to the following which are created by Charter:~~

Sec. 2 City Administrator/City Clerk: ~~The City Clerk/City Administrator shall be the clerk of the council.~~

~~It shall be the duty of the city Clerk/City Administrator or a deputy designated by him or her, to attend all sessions of the council and keep a full and correct record of the proceedings. The proceedings of the council shall be kept in a book. In addition, he or she shall keep a record of all Ordinances.~~

~~The proceedings of the council shall be kept in a book. In addition, he or she shall keep a record of all Ordinances.~~

~~He or she shall conduct promptly, and keep a systematic record of, all correspondence between the council and others relating to city business.~~

He or she shall be the keeper of the corporate seal of the city and shall affix the same to instruments or writings requiring authentication.

He or she shall safely keep all records, documents, ordinances, resolutions, books, and such other papers and matters, as may be regularly delivered into his or her custody or required by law or ordinance to be filed with him or her.

Sec. 3. City Attorney: There shall be a city attorney who shall be appointed by the city council, to hold office at the pleasure of the council. He or she shall be an attorney-at-law, admitted to practice before the supreme court of the State of California, and shall have been in actual practice in the state for at least three years next preceding his or her appointment. All other things being equal, an attorney who has had special training or experience in municipal corporation law shall be appointed to this office if practicable.

The city attorney shall be legal advisor of the council and all other city officials. He or she shall draft all ordinances, resolutions, contracts or other legal documents, or proceedings required by the council, or other officials, except as may be otherwise provided.

He or she shall prosecute personally on behalf of the people violations of municipal code before the Superior Court, and shall perform such other legal services as needed.

He or she shall attend all meetings of the council unless excused therefrom by the council or mayor.

Sec. 4 Director of Finance: There shall be a Director of Finance who shall be appointed by the Council. He or she shall receive and keep safely all moneys and securities belonging to the city and coming into the hands, and pay out the same only on warrants signed by the proper officials, including the principal and interest due on bonds of the city, including improvement bonds.

Sec. 5 Chief of Police: There shall be a chief of police who shall be appointed by the city council to hold office at the pleasure of the council. He or she shall be the head of the police department of the city, shall make rules and regulations for the management of the department, and shall have all the powers that

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CHARTER

are now or may hereafter be conferred upon other peace officers by the laws of the state. It shall be the duty of the chief of police to preserve the public peace, and to suppress riots, tumults and disturbances. The orders of the chief of police shall be promptly executed by the police officers of the city for the maintenance of public order or the protection of life and property.

The chief of police shall have authority and it is hereby made the duty of the chief of police to arrest persons violating any law of the state or ordinance of the city.

Persons convicted of violating city ordinances and sentenced to jail may be confined in the county jail of Butte County. The chief of police shall have such other powers and duties as may be prescribed by the council by ordinance.

Sec.6 Fire Chief: There shall be a Fire Chief who shall be appointed by the City Council and hold office at the pleasure of the Council. He or she shall be head of the fire department of the city and shall have charge of and supervision over all matters relating to the prevention and extinction of fires, and of all measures necessary to guard and protect all property impaired thereby. During the time of a fire, he or she shall have supreme authority over the territory involved therein, and all persons in the immediate vicinity of the fire during such time, including police officers, shall be subject to his or her orders.

The fire chief shall make rules and regulations for the government of the department, subject to the approval of the council City shall provide fire prevention and protection services.

Sec. 7 In addition, the City shall retain the following two functions:

Sec. 7a An Expert Accountant to audit annually, in accordance with generally accepted auditing standards, the financial statements and accounts of the city.

Sec. 7b A city engineer who shall hold office at the pleasure of the council. As city engineer he or she shall be the custodian of, and responsible for, all maps, plans, profiles, field notes and other records and memoranda belonging to the city, pertaining to his or her office and the work thereof, all of which he or

she shall keep in proper order and condition, with full indices thereof.

He or she shall have been at the time of his or her appointment a licensed and practicing civil engineer.

Article X.

Commissions

Sec. 1 Planning commission.

There shall be a board of planning commissioners consisting of the mayor as an ex- officio member without vote except in the case of a tie; and seven citizens to be appointed by the council to serve for four years each, with- out compensation.

The city planning commission shall have and exercise all the powers and duties which are now or may hereafter be granted to or im- posed upon said department by state law, and such additional powers and duties as may be granted or imposed by ordinance for the regu- lation and control of the platting and subdivi- sion of lands.

No ordinance shall be adopted by the council creating districts or zones for the purpose of regulating the use of lands, the height, bulk, location or use of buildings therein, and no ordinance changing, amending or altering any such ordinance shall be adopted until it shall have first been submitted to the board of city

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CHARTER

planning ~~commissioners~~ commissioners for report and recommendation.

It shall be the duty of the planning commission within thirty days from the receipt of any such request from the council for its recommendation in regard to any such ordinance, to make and file its report thereon with the council, and should said board of city planning commissioners recommend against the approval of any such ordinance herein mentioned, the council may adopt such ordinance only upon majority vote of the whole of said council.

Should the board of city planning commissioners recommend the approval of any such ordinance, or fail to make any recommendation within the time mentioned herein, said council may adopt such ordinance by a majority vote of the whole council.

All plans for the location of public parks or public playgrounds shall be submitted to the city planning commission for report and recommendation. Such report shall be advisory

only.

The department shall make reports and recommendations to the council and to the various departments of the city government on all matters involving the location of such public improvements.

The city planning commission shall initiate studies and make reports and recommendations to the council and the various departments of the city government on subjects related to the opening and widening of streets and other physical conditions, connected with the development and expansion of the city.

It shall each year render to the mayor and council a report of its activities during the preceding year, and its proposals for the future.

~~The first city planning commission under this Charter shall be appointed by the council for one, two, three and four year terms respectively. Thereafter the members of said board shall be appointed as provided herein. At least~~

CHARTER

three of the four members appointed as afore-said shall have been members of the city planning commission immediately prior to this Charter taking effect. (1961, c. 181; amended by vote of the people, April 12, 1983; amended by vote of the people, November 6, 1990)

Article X. Sec. 1.**Sec. 2 Park commission.**

There shall be a park commission consisting of five members to be appointed by the council each to serve for a term of five years, without compensation.

The Park's Commission shall advise the City Council on all matters pertaining to the operation and regulation of City Parks. The Council shall receive recommendations of the Commission prior to taking any action related to the Parks. department of parks shall have the power and duty:

1. To manage and control the parks owned or operated by the City of Oroville.
2. To establish, maintain and operate parks, with structures therein appropriate to park purposes, within or without city limits.
3. To construct and operate, sell, rent or lease concessions or privileges to be exercised in the parks for the operation of boathouses, refreshment stands, restaurants, amusement places or devices, parking checking rooms and lockers and other similar purposes.
4. To establish schedules of charges for special services.
5. To grant to the department of playgrounds and recreation the right to establish, maintain and operate playground and recreation facilities on lands under the control of the department of parks upon such terms and conditions as shall be fixed by the board of park commissioners.
6. To have charge over and care of trees, plants and lawns in parking along public

streets, subject to street improvements authorized by the city.

7. To appoint a superintendent of parks who shall have general supervision of all parks and under direction of the park commission.

Appropriation may be made from the general city funds for park purposes. All money arising from appropriations above referred to or received by the department of parks from fees, sales, gifts or otherwise in connection with the operation of the department shall be placed to the credit of the department of parks in a fund to be known as the park fund.

No money in the park fund shall be used for any purpose other than the financial support of the department of parks.

The board of park commissioners shall have power to control and order, in the manner in this Charter provided, the expenditure of all money coming into the park fund, or from the sale of bonds authorized by the city for financing the work of the park department, and to appropriate and expend the same for the purposes of the department, in accordance with the provisions of this Charter.

Said board may invest any surplus funds under its control in bonds or other evidences of indebtedness of the United States, the State of California, or of any political subdivision thereof, and the income derived therefrom shall be deposited in the city treasury to the credit of the park fund.

No real property shall be acquired by the city for park sites unless such sites are first approved by the board of park commissioners.

Said board shall have full control over all park sites and no such sites shall be devoted to any other purpose in whole or in part without permission from said board.

Whenever funds are donated by any person or persons for the acquisition or construction of

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CHARTER

~~any building, structure, work or improvement in a public park, and the donor or donors thereof shall, at the time of such donation, request the appointment of a special commission to take charge of the expenditure of such funds and to supervise the construction of such improvement, the council may, in its discretion, if said proposed improvement will increase the value of such park for park purposes, provide by ordinance for the appointment by the mayor, subject to the confirmation by a majority of the council, of a special commission to take charge of the supervision of the construction of such improvement and the expenditure of funds donated therefor.~~

~~In the event funds are donated in the manner provided for in this section for the maintenance of any such improvement at the time of construction thereof or otherwise, the council may, by ordinance, create a commission to be appointed under the provisions of this section, which shall have such powers and duties as to such construction or maintenance as may be conferred upon it by such ordinance.~~

~~All lands belonging to the city which may hereafter be set apart, or dedicated for the use of the public as a public park, shall forever remain to the use of the public inviolate.~~

this office if practicable.

Article XI.

Sec. 1. City attorney.

~~There shall be a city attorney who shall be appointed by the city council, to hold office at the pleasure of the council. He or she shall be an attorney-at-law, admitted to practice before the supreme court of the State of California, and shall have been in actual practice in the state for at least three years next preceding his or her appointment.~~

~~All other things being equal, an attorney who has had special training or experience in municipal corporation law shall be appointed to~~

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CHARTER

The city attorney shall be legal advisor of the council and all other city officials. He or she shall draft all ordinances, resolutions, contracts or other legal documents, or proceedings required by the council, or other officials, except as may be otherwise provided.

He or she shall prosecute personally on behalf of the people all contested criminal cases before the police court and shall perform such other legal services from time to time as the council may require without compensation in addition to his or her salary, unless such service requires his or her presence outside the City of Oroville.

He or she shall attend all meetings of the council unless excused therefrom by the council or mayor.

Article XII.

Sec. 1. City clerk.

The city clerk shall be the clerk of the council.

It shall be the duty of the city clerk or a deputy designated by him or her, to attend all sessions of the council and keep a full and correct record of the proceedings.

The proceedings of the council shall be kept in a book marked "Minutes of the Council." He or she shall keep a book marked "Ordinances," into which he or she shall copy all city ordinances, certifying that each is a full and correct copy of the original ordinance, and stating that the same has been published as required by law.

Said record copy so certified shall be prima facie evidence of the contents of the ordinance, and of its passage and publication, and shall be admissible as such in any court or other proceeding. Such record shall not be filed, but shall be returned to the custody of the city clerk. He or she shall also keep a book marked "Resolutions" into which he or she

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CHARTER

~~shall copy all resolutions passed by the council.~~

~~Both the books containing ordinances and resolutions shall be adequately and comprehensively indexed.~~

~~He or she shall conduct promptly, and keep a systematic record of, all correspondence between the council and others relating to city business.~~

~~He or she shall be the keeper of the corporate seal of the city and shall affix the same to instruments or writings requiring authentication.~~

~~He or she shall safely keep all records, documents, ordinances, resolutions, books, and such other papers and matters, as may be regularly delivered into his or her custody or required by law or ordinance to be filed with him or her.~~

~~He or she shall report to the city council monthly, a detailed statement of the receipts and disbursements of the city government and the state of the various funds, and show the balances of the budgeted appropriation, and of any special improvement fund that may exist; and at the expiration of the fiscal year make a detailed statement of the receipts and disbursements of the city during said year, specifying the different sources of revenue and the amount received from each, the several appropriations made by the city council, and the amount of money expended under each, and the objects for which they were made. (Amended by vote of the people, April 12, 1983)~~

Article XIII.*

*—Article XIII., of the Charter of the City of Oroville, relating to City Assessor and Board of Appraisers, is repealed. (Repealed by vote of the people, April 12, 1983)

Article XIV.

Sec. 1. ~~Expert accountant.~~

~~The city shall retain a Certified Public Accountant to audit annually, in accordance with generally accepted auditing standards, the financial statements and accounts of the city.~~

~~It shall be the duty of the city clerk to keep on public display in his or her office a report of such audit for a period of sixty days after said audit has been filed. (Amended by vote of the people, April 12, 1983)~~

Article XV.

Sec. 1. ~~City treasurer.~~

~~There shall be a city treasurer who shall be elected every four years at the general election. It shall be his or her duty to collect all taxes assessed by the city assessor otherwise.~~

~~He or she shall receive and keep safely all moneys and securities belonging to the city and coming into the hands, and pay out the same only on warrants signed by the proper officials, including the principal and interest due on bonds of the city, including improvement bonds.~~

~~The treasurer shall deposit within forty-eight hours of its receipt with a responsible banking institution, in the city, all funds coming into his or her possession, and shall obtain from such banking institution bonds or other collateral as security therefor, as provided by law. (Amended by vote of the people, April 12, 1983)~~

Article XVI.

Sec. 1. ~~City engineer.~~

~~There shall be a city engineer who shall be appointed by the city council to hold office at the pleasure of the council.~~

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CHARTER

~~It shall not be necessary that he or she be a resident of the city at the time of his or her appointment.~~

~~As city engineer he or she shall be the custodian of, and responsible for, all maps, plans, profiles, field notes and other records and memoranda belonging to the city, pertaining to his or her office and the work thereof, all of which he or she shall keep in proper order and condition, with full indices thereof.~~

~~He or she shall turn the same over to his or her successor upon relinquishing his or her office, who shall give him or her duplicate receipts therefor, one of which he or she shall file with the city clerk.~~

~~All maps, plans, profiles, field notes, estimates and other memoranda of surveys and other professional work made or done by him or her or under his or her direction or control during his or her term of office, shall be the property of the city.~~

~~He or she shall have supervision over all public work relating to the grading, paving, cleaning, lighting, watering and repairing of streets, the building of sewers and the disposal of sewage, garbage and rubbish, also of all other matters of an engineering character.~~

~~He or she shall have been at the time of his or her appointment a licensed and practicing civil engineer for a period of at least three years.~~

~~All other things being equal an engineer who has had special training or experience in municipal engineering shall be appointed to this office if practicable.~~

Article XVIa.

Sec. 1. Superintendent of streets.

~~There shall be a superintendent of streets who shall be appointed by the council, to hold office at the pleasure of the council. He or she shall perform such duties as may be pre-~~

~~scribed now or hereafter, by ordinance or the general laws of the state.~~

Article XVII.*

*—Article XVII, of the Charter of the City of Oroville, relating to city court and city judge, is repealed. (Repealed by vote of the people, November 8, 1988)

Article XVIII.

Sec. 1. Chief of police.

~~There shall be a chief of police who shall be appointed by the city council to hold office at the pleasure of the council. He or she shall be the head of the police department of the city, shall make rules and regulations for the management of the department, and shall have all the powers that are now or may hereafter be conferred upon other peace officers by the laws of the state. It shall be the duty of the chief of police to preserve the public peace, and to suppress riots, tumults and disturbances. The orders of the chief of police shall be promptly executed by the police officers of the city, and every citizen shall lend the chief of police aid when so requested for the arrest of offenders, the maintenance of public order or the protection of life and property.~~

~~The chief of police shall execute and return all process issued to the chief of police by legal authority. The chief of police shall have authority and it is hereby made the duty of the chief of police to arrest persons violating any law of the state or ordinance of the city.~~

~~Persons convicted of violating city ordinances and sentenced to jail may be confined in the county jail of Butte County. The chief of police shall have such other powers and duties as may be prescribed by the council by ordinance. (Amended by vote of the people, November 8, 1988; amended by vote of the people, November 5, 1996)~~

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CHARTER

~~Article XIX.~~~~Sec. 1. Chief of fire department~~

~~There shall be a fire chief who shall be appointed by the city council and hold office at the pleasure of the council. He or she shall be head of the fire department of the city, and shall have charge of and supervision over all matters relating to the prevention and extinction of fires, and of all measures necessary to guard and protect all property impaired thereby. During the time of a fire, he or she shall have supreme authority over the territory involved therein, and all persons in the immediate vicinity of the fire during such time, including police officers, shall be subject to his or her orders.~~

~~The fire chief shall make rules and regulations for the government of the department, subject to the approval of the council.~~

~~Article XX.~~~~Sec. 1. Health officer.~~

~~There shall be a health officer who shall be appointed by the city council and shall hold office at the pleasure of the council. He or she shall be a person who has been licensed to practice medicine in the State of California, or who has received special training in and been granted credentials in public health work. He or she shall exercise general supervision over the health and cleanliness of the city, and take all necessary measures for the preservation and promotion thereof. He or she shall enforce all laws, ordinances and regulations relative to the preservation and improvement of the public health, including those for the prevention of disease, the suppression of unsanitary conditions, and the inspection and supervision of the production, transportation, storage and sale of foodstuffs. (Amended by vote of the people, November 8, 1988)~~

Article XXI.

Sec. 1. Oath of office.

Every officer shall take and subscribe to the constitutional oath of office before entering upon the performance of his or her official duties.

Sec. 2. Official bonds.

~~All officers handling managing city funds and such other officers as the council may determine may be required to furnish a corporate surety bond in an amount to be determined by the Council, which surety bond shall be conditioned on the faithful performance of the duties imposed on that respective officer as herein prescribed. Any premium for such bond shall be a proper charge against the City. It give bonds for the faithful performance of their duties. The amount of said bonds shall be fixed by the city council. Such officers, before entering upon their official duties, shall execute a bond to the city in the penal sum required. Said bonds shall be approved by the council and filed with the city clerk, except the bond of the city clerk, which shall be filed with the mayor.~~

Sec. 3. Administering oaths.

Every elective officer and every chief appointive official, including all members of boards and commissions provided for in this Charter, or by ordinance, shall have the power to administer oaths or affirmations, in connection with any matter appertaining to the business of the city.

Sec. 4. Compensation.

The council shall by resolution fix the compensation of all officers, also the compensation of all deputies, assistants and employees of such officers. (Amended by vote of the people, November 8, 1988)

Sec. 5. Reports of fees and commissions.

Article XXI Section 5, of the Charter of the City of Oroville, relating to reports of fees and commissions, is repealed. (Repealed by vote of the people, November 8, 1988)

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CHARTER

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CHARTER

Article XXII.

Sec. 1. Vacancies.

A. Any vacancy occurring in any office for Council appointed staff, from whatever cause arising shall be filled by appointment by the council; and, in the case of a vacancy in the office of mayor, vice mayor, or councilmember such appointment may be made by a majority vote of the council; provided, further, that if such vacancy exists in any elective office, such appointee shall hold office only until the first Monday after the next succeeding general municipal election at which election a person shall be elected to serve for any balance of the unexpired term the vacancy shall be filled in accordance to California Government Code Section 36512(b), as may be amended from time to time. Candidates for office for such un- expired term shall qualify in the manner provided in article IV, section No. 1 of this Charter.

8.1. In the event a vacancy occurs in any elective office within twenty days before the next succeeding general municipal election then such vacancy may be filled by temporary appointment by majority vote of the council for the interim until the induction to office of councilmember elected thereat, at which time such vacancy shall be filled by the new council as hereinabove provided.

C. In the event that a vacancy exists in any elective or appointive office and the council fails to agree or for any reason does not fill such vacancy within sixty days after the same occurs, then a Special Meeting shall be called and the vacancy shall be filled by simple majority vote at that meeting. The appointment may be an interim appointment. Should a simple majority not be reached, staff shall be directed to do one final recruitment. At the completion of that recruitment, the Council shall consider all candidates. Should the Council still be unable reach simple majority, the Mayor shall appoint from that list of candidates. No such vacancy shall be filled by appointment by

the mayor. Such appointment shall be for the time and of like effect as though made by the council as hereinabove provided.

D. In the event that the seats of a majority of the council shall become vacant, then the city clerk shall call a special election at once to fill the vacancies for the unexpired terms, and such election shall be

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CHARTER

conducted substantially in the manner provided by law for holding general municipal elections.

- E. Except as herein otherwise provided, if any member of the city council of the city shall move outside the boundaries of their jurisdiction from the city, or fail to attend three consecutive regular city council meetings without the permission of the council, or shall resign, or be convicted of a felony, or be adjudged insane, or dies, his or her office shall thereupon become vacant.
- F. Notwithstanding any provision in this Charter contained, whenever any person has been elected or appointed to office and for any reason fails or neglects to file the official oath or bond, if required, or for any reason fails to qualify within thirty days after the commencement of the term of office, the council may declare the of-

fice vacant and proceed to fill the vacancy as hereinabove provided. (1941, p. 3480; amended by vote of the people, November 8, 1988; amended by vote of the people, November 6, 1990)

Sec. 2. Additional duties of officers.

In addition to duties herein specified, all officers and boards shall perform such other appropriate duties appertaining to their office as may be prescribed by ordinance or by the general laws.

Article XXIII.

Sec. 1. — Library.

~~The free public library of the city shall be managed under and in accordance with the provisions of the general laws of the state relating to free public libraries. (Amended by vote of the people, April 12, 1983)~~

Commented [BR22]: City does not have any operational oversight of the County library located within the City.

CHARTER

Article ~~XIII~~XIV.*

*—~~Secs. 5 to 14. Repealed by vote of the people, April 12, 1983.~~

Sec. 1. Fiscal year.

The fiscal year of the city shall begin on the first day of July of each year, and end on the thirtieth day of June of the following year. (Amended by vote of the people, April 12, 1983)

Sec. 2. Tax system.

The council shall provide a system for the assessment, levy, and collection of city taxes upon real and personal property. By mutual agreement, the County of Butte shall perform those municipal functions which relate to the assessment of property for purposes of taxation, the equalization and collection of taxes levied for municipal purposes, the collection of assessments, and the sale of property for non-payment of taxes or assessments.

It shall be the duty of the ~~finance officer~~Director of Finance, within the time prescribed by law, to compute the tax rates required to service outstanding municipal debt, and submit same to the city council.

Should the council fail to fix the tax rates within the time prescribed, then the tax rates of the previous year shall constitute the rates for the current year. (Amended by vote of the people, April 12, 1983)

Sec. 3. Annual budget

~~On or before the first day of In the month of~~ June of each year, the city administrator shall present to the council a proposed budget for the ensuing fis—cal year. Such budget shall constitute the Pre- liminary Budget of the City of Oroville, and a copy of same shall be on file in the office of the city clerk. Not less than five days after the preliminary budget is filed, the city clerk shall fix a time for a budget public hearing.

Final adoption of the budget shall be not later than the first regular council meeting in July. Tax rates for purposes of the service of outstanding municipal debt shall be fixed not earlier than the first meeting in July, nor later than the last day of August. (Amended by vote of the people, April 12, 1983)

Sec. 4. Annual financial report.

It shall be the duty of the ~~finance officer~~Director of Finance to prepare annually a consolidated financial re- port of the city, including such statements and schedules as may be necessary to adequately describe the financial condition of the city, and the results of its operations for the fiscal year. Insofar as practical, these statements shall be prepared in accordance with generally ac- cepted accounting principles as applied to municipal corporations, and shall be subject to audit, as described in Article XIV above. (Amended by vote of the people, April 12, 1983)

Article
X~~I~~XV.**Sec. 1. ~~Limit of b~~Bond indebtedness.**

~~The bonded debt of the city shall comply with State law. at no time exceed a total of three and seventy-five one hundredths percent (3.75%) of the taxable value of all property taxable for city purposes; provided, however, that bonds issued for the acquisition, extension, betterment, or maintenance of municipally owned public utilities shall not be counted as part of such limitation.~~

~~Provided further, however, that such bonds shall have been voted by the electors of the City of Oroville.~~

~~Provided further, that on the initiative of the council by an appropriate resolution, and a majority vote of the electors at the next general municipal election thereafter, this limit may be lowered or raised. (Amended by vote of the people, April 12, 1983)~~

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CHARTER

~~Article XXVI.*~~

* Article XXVI of the Charter of the City of Oroville relating to "Special Taxes and Bonds" is repealed. (Repealed by vote of the people, April 12, 1983.)

~~Article XXVII.~~~~Sec. 1. Advertising the city; inducing immigration.~~

The council may appropriate and spend money from the funds of the city for any or all of the following purposes: Exhibitions, celebrations, fairs, entertainment of public guests, inducing immigration, and generally for the purpose of advertising the city.

A. ~~Provided, however, that any amount so appropriated and spent is equaled by the public body soliciting such funds from the council, and that such appropriation made by the council does not constitute more than 50% of such expenditure contemplated.~~

8. ~~Provided further, that the total appropriated for such expenditure shall not exceed 4 cents on the \$100.00 of assessed valuation in any one year.~~

~~Article XXVIII.~~~~Sec. 1. Street and other public improvements.~~

A. ~~The improvement, widening, extending, opening and closing of streets, or rights of way owned by the city, or in which the city has an easement, whether within or without the limits thereof, and the planting of trees thereon, and the making of other improvements authorized by laws of the state, may be done, and assessments therefor may be levied in conformity with, and under the authority conferred by the general laws of the state now in effect, or which may hereafter be enacted.~~

8. ~~Provided, that no such improvement shall be undertaken or enforced when the cost of such improvement exceeds the assessed valuation of any parcel of real property in front of which the improvement is to be made, as such assessed valuation appears on the assessment roll of the city for the previous year.~~

~~Where such improvement happens by reason of special conditions to exceed the assessed value of any one parcel of real property in the area to be improved, the city council may declare that it is in the public interest that such amount over said assessed valuation shall be paid from the general fund of the city.~~

~~If it appears that the assessed valuation of any one parcel of real property will prevent the formation of an improvement district, any citizen may call for a review of the assessed valuation of the real property in the proposed district, where upon the board of appraisers shall reappraise and determine what valuation is right and proper.~~

~~Provided also, that the petitions for the improvement shall bear the signatures of the owners of 51% of the street frontage of property within the proposed district, before the city council can order the work to proceed.~~

C. ~~Provided, however, that the council may by ordinance adopt a procedure for the opening, extending, widening, closing and improvement of streets, alleys, rights of way or other public places, the laying of pipe and conduits, and the removal from buildings, lots and grounds, and the sidewalks opposite thereto, of dirt, rubbish, weeds, and other rank growth and materials, which may injure or endanger neighboring property, or the health or welfare of the inhabitants of the city, and for making and enforcing assessments~~

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Commented [BR25]: The Council has the ability to address Economic Development through the budget process.

CHARTER

against the property benefited, or affected thereby, or from which removal is made, for the cost of such improvements or removal, and may make such assessments a lien on such property superior to all other claims or liens thereon, except state, county and city taxes.

- D. Provided, that no such ordinance shall prevent the council from proceeding under any of the general laws of the state now in effect or which may hereafter be enacted, subject, however, in all cases to the provisions of subsection B of this article; provided, however, that where the work or improvement undertaken under such ordinance or general law is necessary for the promotion or maintenance of public health or safety and the council by resolution so finds, the council may proceed subject to such ordinance or general law and the provisions of subsection B shall not apply thereto. (1941, p. 3480)

Sec. 2. — Contract work.

In the erection, improvement and repair of all public buildings and works, in all street and sewer work or in or about embankments or other works for protection against overflow, and in furnishing any supplies or materials for the same, the Local Agency Public Construction Act of the State of California Public Contract Code as the same now exists or may hereafter be amended shall apply. (1955, c. 185; amended by vote of the people, November 8, 1988)

Sec. 3. — Interest in contracts, etc., prohibited.

No officer or employee of the city shall be or become directly or indirectly interested in, or in the performance of, any contract, or work or business, or in the sale or purchase of any article, the expense, price, or consideration of which is payable from the city funds, or in the

purchase or lease of any real estate or other property belonging to or taken by the city, except in his or her official capacity, on behalf of the city.

If any person in this section designated, other than in such official capacity, shall, during the time for which he or she was elected or appointed, acquire an interest in any contract with or work done for the city or any department, branch or office thereof, or in any franchise, right, or privilege granted by the city, unless the same shall be devolved upon him or her by law, he or she shall forfeit his or her office and be forever barred and disqualified from being elected, appointed or employed in the service of the city, and all such contracts shall be voidable at the option of the city council.

The ownership of less than five percent of the capital stock or shares of a corporation or association with which a contract may be made shall not be considered as constituting an interest in the contract within the meaning of this section.

Sec. 4. — Contracts.

The council shall advertise annually for sealed proposals or bids for printing and furnishing all letterheads, stationery, tax bills, account books and other printed matter likely to be required during the fiscal year.

Contracts for advertising or printing, as the case may be, shall be awarded to the lowest responsible bidder, provided no contract for advertising shall be awarded to any newspaper except a newspaper of general circulation, as that term is defined by Chapter 1 of Division 7 of Title 1 of the Government Code.

Any city officer may purchase and bind the city to pay for any item included in his or her budget not exceeding \$100.00 in any one complete purchase.

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CHARTER

~~By order duly adopted by a vote of five members, the council may authorize any official to bind the city without advertising, in an amount not to exceed \$2,000.00.~~

~~All purchases shall be made and contracts for work shall be awarded in accordance with the Local Agency Public Construction Act of the State of California Public Contracts Code as the same now exists or may hereafter be amended. (1955, c. 185; amended by vote of the people, November 8, 1988)~~

**Article
XXVIX.**

Sec. 1. Franchises.

Every franchise or privilege to construct, maintain or operate any railroad, or other means of transportation in or over any street or highway, or to lay pipes or conduits, or erect poles or wires or other structures in or across any street or highway for the transmission of gas, electricity, or other commodity, or for the use of public property or places now or hereafter belonging to the city, shall be granted under and in pursuance of the provision of the general laws of the state relating to the granting of franchises; provided no new franchise or the renewal of an existing franchise shall be granted except upon condition that at least two percent of the gross annual receipts derived from the use of such franchise shall be paid to the city. In all cases the applicant for a franchise shall advance the cost of advertising the same.

Every such franchise shall require the grantee thereof to agree to a joint use of its property to others, wherever practicable, and nothing herein shall be construed as prohibiting the council from requiring other conditions not inconsistent with the constitution or general laws.

No franchise or privilege so granted shall be sold, leased, assigned or otherwise alienated without the express consent of the council

given by ordinance and subject to the referendum.

Within six months after this Charter takes effect, every public utility and every owner of a public utility franchise, shall file with the city clerk, certified copies of all the franchises owned or claimed, or under which any such utility is operated.

The city shall compile and maintain a public record of all public utility franchises and of all public utility fixtures in the streets of the City of Oroville.

Commented [BR26]: Feeling is that this language could be restrictive - and recommend that the City follows applicable State laws here.

Article XXXVI. Miscellaneous

Sec. 1. Official records.

All books and records of every office and department shall be open to the inspection of any citizen during business hours, subject to proper rules and regulations for the efficient conduct of business of such department or office; provided, the records of the police department shall not be subject to such inspection except by permission of the proper police authorities.

Copies or extracts, duly certified, from said books and records open for inspection, shall be given by the officer having the same in custody to any person demanding the same and paying or tendering the fee for such copies or extracts, and an additional fee for certifying. The city council, by resolution duly adopted, shall set the fee to be charged for copies or extracts and for certifying.

All officers and boards shall deliver to their successors all papers, books, documents, records, archives, and other properties pertaining to their respective offices or departments, in their possession or under their control. (Amended by vote of the people, April 12, 1983)

CHARTER

Sec. 2. General laws applicable.

All general laws of the state applicable to municipal corporations now or hereafter enacted, and which are not in conflict with the provisions of this Charter, or with ordinances hereafter enacted, shall be applicable to the City of Oroville.

The council may adopt and enforce ordinances which in relation to municipal affairs, shall control as against the general laws of the state.

Provided, that where a procedure for the exercising of any rights or powers belonging to a city, is provided by statute of the State of California, such procedure shall control and be followed unless a different procedure is provided in, or by ordinance enacted under authority of this Charter. (1955, c. 185; amended by vote of the people, April 12, 1983)

Sec. 3. Continuing officers and employees.

All officers, assistants, and employees in office when this Charter takes effect, shall continue to hold and exercise their respective offices or employment, under and subject to the terms and provisions of this Charter until the election or appointment and qualification of their successors in the manner prescribed in this Charter.

Sec. 4. Continuing ordinances in force. All lawful ordinances, resolutions, and regulations in force at the time this Charter shall take effect,* and not inconsistent with its provisions, are hereby continued in force until the same shall have been duly amended, repealed or superseded.

* See note to section 7 of this article.

Sec. 5. Continuing contracts in force.

All vested rights of the city shall continue and shall not in any manner be affected by the

adoption of this Charter, nor shall any right, liability, pending suit or prosecution, either in behalf of or against the city, be affected by the adoption of this Charter. All contracts entered into by the city prior to the taking effect of this Charter shall continue in full force and effect. All public work begun prior to the taking effect of this Charter shall be continued and perfected hereunder.

Sec. 6. Validity.

If any article, section, or part of a section of this Charter is held legally invalid, it shall not be held to invalidate or impair the validity of any other section or part of section, unless it clearly appears that such other section or part of a section is dependent for its operation upon the section or part of a section so held invalid.

Sec. 7. When Charter effective.*

This Charter shall go into effect upon its approval by the legislature, except for the purpose of electing the officers provided for herein; for which purpose it shall go into effect on the expiration of the terms of the present elected officials.

* **Editor's note:** The Charter was approved by the state legislature and filed with the secretary of state on January 27, 1933.

Article XVIII. Initiative Measure to Be Submitted Directly to the Voters*

* **Editor's note:** This article was added in 2000.

Sec. 1. Title.

This measure shall be known as the People's Choice Prison Initiative (People's Initiative).

Sec. 2. Findings.

In order to maintain the quality of life as sought by the residents of the City of Oroville,

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CHARTER

it is hereby accepted as a right and an obligation:

1. To preserve the current level of health and safety services and other welfare issues as they relate to the residents of the City of Oroville;
2. To maintain the right to an orderly and evenly distributed rate of growth, keeping within the ability of the city to accommodate growth without straining available resources, be they provided by man or be they natural;
3. To be able to preserve the quality of public services, health services, social workers, sewage treatment plants and landfill adequacy, which are often threatened by excessive and rapid population growth impacts.

In keeping within the process prescribed in the California Election Code, the voters of the City of Oroville hereby exercise their right to the Initiative process whereby a constituency may obtain the will of the voters to decide on important issues which impact them directly.

Therefore the people of the City of Oroville do ordain as follows:

Sec. 3. City of Oroville's boundaries, etc.

That the entire City of Oroville, and all the territory included within the city boundaries are hereby zoned prison-free by the enactment of this, the People's Initiative.

Sec. 4. Prison Initiative enacted.

Should this initiative be enacted, any consideration of prison or any facility that has a function of incarcerating or housing prisoners shall be put forth on the ballot for approval by the voters disclosing to them the following:

- a. The proposed location of the prison;

- b. The type of prison (e.g. maximum security, minimum security, etc.);
- c. The size of prison;
- d. How the various factors impacting the public shall be mitigated;
- e. A commitment from the state, federal or any other agency that they will pay for the increased cost of direct and indirect services that result from the prison and that any cost incurred by the enforcement of this Section (4), Subparagraph (e) shall be borne by them;
- f. Any and all potential changes to the disclosed information.

Sec. 5. Transmittal to State.

Upon adoption of this initiative, the city council shall immediately transmit a copy of the initiative to the Governor of the State of California, the California Department of Corrections, and all other appropriate state agencies.

Sec. 6. Severability.

If any subsection, part, subpart, paragraph, subparagraph, clause or phrase of this initiative or any amendments or revision of this initiative is for any reason held to be invalid, the remaining portions will not be affected, but will remain in full force and in effect.

Sec. 7. Amendment.

No part of this initiative shall be amended or repealed except by passage of a ballot measure approved by a majority of voting.

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~~A~~

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~~Office established Art. XI, Sec. 1~~

~~C~~

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~~Office established Art. XII, Sec. 1~~

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~~MAYOR~~**Formatted:** Indent: Left: 1.09", Space Before: 5.7 pt~~M-~~~~MAYOR~~~~Office established Art. VIII, Sec. 1 Subpoena right Art. VIII, Sec. 2 Vice mayor Art. VIII, Sec. 1a~~**Formatted:** Indent: Left: 1.09", First line: 0", Right: 0", Space Before: 5.7 pt, Line spacing: single~~O-~~**Formatted:** Normal, Indent: Left: 1.09", Space Before: 5.7 pt~~OFFICERS, EMPLOYEES~~~~See also Specific Officer Bonds Art. XXI, Sec. 2 Compensation Art. XXI, Sec. 4 Duties, additional Art. XXII, Sec. 2 Effect of provisions Art. XXX, Sec. 3 Generally Art. VI, Sec. 1~~**Formatted:** Indent: Left: 1.09", Right: 0", Space Before: 5.7 pt, Line spacing: single~~Oath of office~~~~administering Art. XXI, Sec. 3 required Art. XXI, Sec. 1~~**Formatted:** Indent: Left: 1.09", Space Before: 5.7 pt~~Vacancies Art. XXII, Sec. 1~~**Formatted:** Indent: Left: 1.09", First line: 0", Right: 0", Space Before: 5.7 pt, Line spacing: single**Formatted:** Indent: Left: 1.09", Space Before: 5.7 pt~~P-~~~~PARK COMMISSION~~~~Established Art. X, Sec. 1~~~~PLANNING COMMISSION~~~~Established Art. IX, Sec. 1~~~~POLICE CHIEF~~~~Office established Art. XVIII, Sec. 1~~~~S-~~~~STREETS~~~~Contracts~~~~See CONTRACTS~~~~Improvements Art. XXVIII, Sec. 1~~~~STREETS SUPERINTENDENT~~~~Office established Art. XVIa, Sec. 1~~~~T-~~~~TREASURER, CITY~~~~Office established Art. XV, Sec. 1~~

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CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: TIM KABER – PROJECT MANAGER

RE: AWARD OF CONTRACT – COVENTRY DRIVE AND CENTRAL SCHOOL BASIN CULVERT REPAIR TO LAMON CONSTRUCTION

DATE: OCTOBER 7, 2025

SUMMARY

The City Council shall consider awarding a contract to Lamon Construction Company, Inc., of Yuba City for replacement of a 42-inch culvert on Coventry Drive at the intersection with Highlands Blvd, and repair of the inlet culvert at the Central School Basin intake structure.

DISCUSSION

Staff inspected the Coventry Drive culvert in late August with CCTV equipment and determined that the culvert has failed. The bottom of the culvert has rusted through, and the upstream section has collapsed leaving significant voids under the roadway.

The Central School Basin culvert was identified as requiring repair during the July fire event. The inlet to the culvert has been peeled back, exposing the soil underneath and causing significant piping.

The RFP for the two projects was emailed to 11 General Engineering contractors on the City of Oroville CUPCCAA list on September 9th. Two contractors attended a job walk on September 12th, and both contractors submitted bids on September 19th.

Lamon Construction submitted the lowest bid for both projects.

FISCAL IMPACT

Funds will be obligated from the Storm Sewer and Streets Repair budget.

ACTION REQUESTED -

AWARD CONTRACT (AGREEMENT NO. 3568) TO LAMON CONSTRUCTION FOR \$90,750 AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS:

1. Contract (Agreement No. 3568)
2. Exhibit 1 - Scope of Work
3. Exhibit 2 – Coventry Dr. Culvert Replacement Proposal

4. Exhibit 3 - Central School Basin Outfall Pipe Repair Proposal
5. Exhibit 4 – Original Request for Bids

CITY OF OROVILLE, CALIFORNIA



CONTRACT DOCUMENTS

COVENTRY DRIVE AND CENTRAL SCHOOL BASIN CULVERT REPAIR

October 2025

**CONTRACT DOCUMENTS FOR COVENTRY DRIVE AND CENTRAL
SCHOOL BASIN CULVERT REPAIR PROJECT**

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Exhibit 2: Proposal for Coventry Drive Culvert Replacement	
Exhibit 3: Proposal for Central School Basin Culvert Repair	

PROJECT CONTRACT

THIS PROJECT CONTRACT (the "contract" or "Contract"), is made and entered into this 7th day of October, 2025, by and between City of Oroville (referred to herein as the "Owner" or the "City") and Lamon Construction Company, Inc (the "Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. THE CONTRACT DOCUMENTS.

The complete contract is comprised of and may or may not include: Invitation for Bids; Information for Bidders; Bid Schedule; Proposal Form; Bidder's Bond; Contract; General Conditions; Special Provisions; Technical Provisions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Orders; Supplemental Drawings Issued; Drawings; Specifications and Contract Documents; All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid; The complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are hereinafter referred to collectively as the Contract Documents.

This project was advertised under the California Uniform Public Construction Cost Accounting Act (CUPCCAA) informal bidding process. Those documents are contained herein as Exhibits.

2. THE WORK.

Contractor agrees to furnish all tools, apparatus, facilities, equipment, labor and materials (except that specifically mentioned as being furnished by others) necessary to perform and complete the work in a "good and workmanlike manner" as called for, and in the manner designated in, and in strict conformity with the Plans, Detail Specifications, and other Contract Documents which are identified by the signatures of the parties to this Contract and are, collectively, entitled:

**COVENTRY DRIVE AND CENTRAL SCHOOL BASIN CULVERT REPAIR
PROJECT**

The Scope of Work is detailed in Exhibit 1. The proposal for the Coventry Drive Replacement is detailed in Exhibit 2. The proposal for the Central School Basin Repair is detailed in Exhibit 3.

3. CONTRACT PRICE.

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: \$ 90,750. In no event shall Contractor's compensation exceed the amount of \$90,750 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Contractor's services, even if such defects were known to the City at the time of payment

4. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting the true value of any work done or any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor during the performance of this Contract, the dispute shall be informally mediated between the parties. Following such mediation, either party may file an action exclusively in the Butte County Superior Court or in the United States District Court, Eastern District of California. Under no condition shall there be a cessation of work by the Contractor during any such dispute. This article does not exclude recovery of damages by either party for delays.

5. PAYMENT.

Not later than the 20th day of each calendar month, the Contractor shall make a partial payment request to the City on the basis of an estimate approved by the Engineer of the work performed since the last partial payment request during the preceding month by the Contractor with five percent (5%) of the amount of each such estimate retained by the City, until completion of the Project and the recordation of a Notice of Completion of all work covered by this Contract. The City shall make any partial payments provided for in this contract to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor. The City shall pay the Contractor interest on the amount of any portion of a partial payment, excluding retention amounts, not made to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor at the legal rate set forth in California Code of Civil Procedure Section 685.010. Upon receipt of a partial payment request from the Contractor, the City shall review the partial payment request for the purpose of determining whether or not the partial payment request is a proper partial payment request. Any partial payment request determined by the City not to be a proper partial payment request suitable for payment shall be returned to the Contractor by the City within 14 days of the City's receipt of such partial payment request. A partial payment request returned to the Contractor by the City under the provisions of this section shall be accompanied by a written document setting forth the reason(s) why the partial payment request is not proper. The number of days for the City to make a certain partial payment provided for in this Contract, without incurring interest pursuant to this section, shall be reduced by the number of days by which the City exceeds the 14 day return period for such partial payment request, if determined to be improper, as set forth in this section. For the purposes of this section, a "partial payment" means all payments due to the Contractor under this contract, exclusive of that portion of the final payment designated as retention earnings. Also, for the purposes of this section, a partial payment request shall be considered properly executed by the City, if funds are available to pay the partial payment request and payment is not delayed due to an audit inquiry by the City's financial officer. The City will release Contractor's retention earnings within 45 days after recordation of Notice of Completion, as defined in California Civil Code Section 3093. Recordation of a Notice of Completion for the Project by the City shall constitute the City's acceptance of the Project work.

6. TIME FOR COMPLETION.

All work under this contract shall be completed within a period of 45 days from the date of the Contractor's receipt of a Notice to Proceed from the City.

7. EXTENSION OF TIME.

If the Contractor is delayed by acts of negligence of the City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City, or by any justifiable cause which the Engineer shall authorize, then the Contractor shall make out a written claim addressed to the City setting forth the reason for the delay and the extension of the time requested and forward a copy of the claim to the Engineer for approval. The Engineer will evaluate the claim and if the claim is justifiable, will request the City's approval. No such extension will be allowed unless written claim therefore has been

made within 5 days after the delay became apparent.

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Six Hundred Dollars (\$3,600.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

8. LABOR PROVISIONS.

The project is subject to both federal and state prevailing wages. The Contractor shall pay laborers the higher of either the federal or state prevailing wage rate determination for the trades to be utilized. The contractor and all subcontractors on the project shall complete electronic reporting of prevailing wage rate reports through the Department of Industrial Relations, with copies of such reports to be provided to the City.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.

As used in the following provision, the term "laborers" and "mechanics" include watchmen and guards.

- a. Overtime Requirements. Neither the Contractor nor any subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.
- b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of \$3,000 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.
- c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. above.
- d. Working conditions. Neither the Contractor nor any subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.
- e. Subcontracts. The Contractor and any subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a. through d. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d.

10. NONDISCRIMINATION.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

11. CIVIL RIGHTS.

The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

12. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

13. INFORMATION AND REPORTS.

The Contractor 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 City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City and shall set forth what efforts it has made to obtain the information.

14. SANCTIONS FOR NONCOMPLIANCE.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

15. INSPECTION OF RECORDS.

The Contractor shall maintain an acceptable cost accounting system. The City, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to this Contract or the Project for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for 3 years after the City makes final payment and all other pending matters are closed.

16. RIGHTS IN INVENTIONS.

All rights to inventions and materials, if any, generated under this contract are subject to regulations issued by the City. Information regarding these rights is available from the City.

17. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the City under this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. TERMINATION OF CONTRACT BY CITY

a. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of the Contractor's failure to fulfill its contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in process, delivered to the City.

b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been affected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in the second paragraph of this clause.

e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

19. INCORPORATION OF PROVISIONS.

The Contractor shall include the provisions of this contract in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations of directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

20. CONTRACTOR CLAIMS OF \$375,000 OR LESS.

Claims by the Contractor relating to the Project for (a) a time extension, (b) money or damages arising from work done by, or on behalf of, the Contractor on the Project for which payment is not expressly provided for or to which the Contractor is not otherwise entitled, or (c) an amount that is disputed by the City, with a value of \$375,000 or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and the incorporated documents, conditions and specifications.

21. ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and/or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

22. ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the day and year first herein written.

AGENCY: City of Oroville (First Party)

By: _____
David Pittman

Mayor

Approved as to Form: _____ David Ritchie,
Asst. City Attorney

CONTRACTOR: _____ (Second Party)

By: _____
(Authorized Representative)

(Official Title)

SECTION - GC

GENERAL CONDITIONS

GENERAL CONDITIONS

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1. DEFINITIONS AND TERMS

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the Contract Documents, drawings and specifications by additions, deletions, clarifications, or corrections.

BID - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

BIDDER - Any person, firm or corporation submitting a bid for the work.

BONDS - Bid, performance and payment bonds and other instruments of security, furnished by the Contractor and his/her surety in accordance with the Contract Documents.

CALENDAR DAY - Each and every day, including Saturdays, Sundays and legal holidays.

CHANGE ORDER - A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents or authorizing an adjustment in the contract price or the contract time.

CITY - City of Oroville, 1735 Montgomery Street, Oroville, California.

CONTRACTOR - The person or persons, firm, partnership, corporation, or combination thereof, licensed to perform the type of work involved, who has entered into a contract with the City of Oroville for the construction of the improvements within the City of Oroville described herein.

DEPARTMENT OF PUBLIC WORKS - The Department of Public Works of the City of Oroville.

ENGINEER - The Contract City Engineer of the City of Oroville acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

PROJECT - The undertaking to be performed as provided in the contract documents.

RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the City who is assigned to the project site or any part thereof.

SHOP DRAWINGS - All drawing, diagrams, illustration, brochures, schedules, and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.

SPECIFICATIONS - The directions, provisions and requirements contained herein.

STANDARD PLANS AND SPECIFICATIONS - Whenever reference is made to the "Standard Plans and Specifications" such reference shall be made to the most current of those

certain plans and specifications entitled "State of California, Department of Transportation, Standard Plans and Standard Specifications".

As used in the Standard Specifications, unless the content otherwise requires, the following terms have the following meanings:

Department of Transportation: The City of Oroville.

Director of Transportation: The Public Works Director of the City of Oroville.

Division of Highways: Department of Public Works of the City of Oroville.

Engineer: The Public Works Director of the City of Oroville, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory: The designated laboratory authorized by the City of Oroville to test materials and work involved in the contract.

Office of Administrative Hearings: The City Council of the City of Oroville.

Standard Specifications: The most current or 2022 Edition of those certain specifications entitled "State of California, Department of Transportation, Standard Specifications 2022"

Standard Plans: The most current or 2022 Edition of those certain standard plans entitled "State of California, Department of Transportation, Standard Plans 2022"

State: The City of Oroville.

Reference is made to Section 1 of the Standard Specifications for other pertinent definitions.

SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the work at the site.

SUBSTANTIAL COMPLETION - That date as certified by the Engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, so that the project or specified part can be utilized for the purpose for which it is intended.

SUPPLEMENTAL GENERAL CONDITIONS - Modifications to general conditions required by a federal agency for participation in the project or such requirements that may be imposed by applicable State laws.

SUPPLIER - A person or organization who supplies material or equipment for the work, including that fabricated to a special design, but who does not perform labor on the site.

WORK - All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.

WORKING DAY - Each and every day, except Saturdays, Sundays, legal holidays, days on which the Contractor is specifically required by the special provisions to suspend construction operation and days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his/her last given address, or delivered in person to said party or his/her authorized representative on the work.

2. EXAMINATION OF CONTRACT DOCUMENTS, BID ITEMS AND BID SUBMITTAL

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required, including any Change Order work or disputed work directed by the Engineer in conformity with the true meaning and intent of the Plans and Specifications for the project. The Engineer attempts to express all or most elements of the work with bid items that allow both the Engineer and the Contractor to view, evaluate and understand the cost of the project. At the Engineer's discretion, certain improvements within the project boundaries may not be specifically identified as a line item in the project bid schedule. At times, the project plans may show required construction elements of the project for which there is no discrete bid item. It is the responsibility of the Contractor to account for construction elements for which there may be no discrete bid item. The Contractor shall be responsible for the construction of any and all improvements or construction elements shown on the Project Plans whether there is a bid item or not in the project bid schedule.

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for estimating properly the difficulties or cost of the Work. Bidder agrees to inform the Engineer of any errors or oversight by Engineer it perceives in the Bid documents prior to submission of its bid.

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, including but not limited to furnishing all materials, equipment, tools, excavation sheeting, bracing and supports, plant, labor and services, except as may be provided otherwise in the Contract. Bid prices shall also include labor and material escalation and all Federal, State, and local taxes.

3. INTERPRETATION OF PLANS AND PROJECT SPECIFICATIONS

The component Contract documents (Project Plans, Project-specific Specifications, City Standard Drawings, etc.) are essential parts of the Contract, and intended to provide

explanation for each other. Any work and/or improvements shown on the Plans and not in the Specifications, or vice versa, are to be executed as if indicated both on the Plans and in the Specifications. In case of conflict in the Contract, the project specifications shall govern over project plans. Any physical construction-related work necessary to complete the improvements shown on the Project Plans for which there are no provisions in the project specifications or elsewhere in the Contract documents shall be performed and completed in accordance with either State Standards and/or Specifications where such specifications exist, City Engineer Standards where such standards exist, or in conformance with generally accepted practices for public works construction.

4. FIELD INSTRUCTIONS OR OTHER WRITTEN DIRECTIVES

The Engineer may issue Field Instructions or other written directives during the course of the Work, and the Contractor shall comply with the Field Instruction or other written directive. A Field Instruction or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Instruction or other written directive shall be in accordance with the Contract and any previously executed Contract Change Orders, except as delineated otherwise in the Field Instruction or other written directive. Drawings included with Field Instructions or other written directives are part of the Contract and shall be incorporated into the Record Drawings. If the Contractor neglects to comply with or make progress in the execution of any Field Instruction or other written directive, the Engineer may employ any person or persons to perform such work and the Contractor shall not interfere with the person or persons so employed. Field Instructions and other written directives issued by the City that serve to alter (either add to or deduct from) the Contract scope and price will be grouped to form a Contract Change Order.

5. SCHEDULES, REPORTS, AND RECORDS

The Contractor shall submit to the City such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the contract documents for the work to be performed.

The Contractor shall submit construction progress schedules prior to the start of work showing the order in which he/she proposes to carry out the work, including dates at which he/she will start the various parts of the work, estimated date of completion of each part and as applicable.

6. DRAWINGS AND SPECIFICATIONS

The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner; ready for use or operation by the City.

In case of conflict between the drawing and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions and detailed drawings shall govern over general drawings.

Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities, in writing. Work done by the Contractor after his/her discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

7. SHOP DRAWINGS

The Contractor shall provide shop drawings as may be necessary for the construction of the work required by the contract documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawings shall not release the Contractor from responsibility for deviations from the requirements of the contract documents. The approval of any shop drawing, which substantially deviates from the requirements of the contract documents, shall be evidenced by a change order.

When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he/she has reviewed, checked and approved the shop drawings and that they are in conformance with the requirement of the contract documents.

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

8. MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time. Material and equipment shall be so stored as to ensure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer. Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

9. SUBSTITUTIONS

Whenever a material, article or piece of equipment is identified on the drawings or specifications by reference to a brand name or catalog number, it shall be understood that this

is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered.

The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article or pieces of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor.

Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra work component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

10. PATENTS

The Contractor shall pay all applicable royalties and license fees. He/she shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof, except that the City shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process, or product specified is an infringement of a patent, he/she shall be responsible for such loss unless he/she promptly gives such information to the Engineer.

11. PERMITS - REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. If the Contractor observes that the contract documents are at variance therewith, he/she shall promptly notify the Engineer, in writing, and any necessary changes shall be adjusted as provided in Section 13, Changes in the Work.

12. PROTECTION OF WORK, PROPERTY AND PERSON

The Contractor will be responsible for initiating, maintaining, and supervising of all safety precautions and programs in connection with the work. He/she will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, and all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocations or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He/she will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He/she will notify owners or adjacent utilities when prosecution of the work may affect them.

The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the contract documents, or to the acts or omission of the City or the Engineer, or anyone employed by either of them, or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the work or the property at the site or adjacent thereto; the Contractor, without special instruction or authorization from the Engineer or the City, shall act to prevent threatened damage, injury, or loss. He/she will give the Engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby and a change order shall thereupon be issued covering the changes and deviations involved.

13. SUPERVISION BY CONTRACTOR

The Contractor will supervise and direct the work. He/she will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work site, a qualified supervisor or superintendent who shall have been designated, in writing, by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

14. CHANGES IN THE WORK

The City may, at any time as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.

The Engineer also may, at any time by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such field order entitles him/her to a change in contract price or time, or both, in which event he/she shall give the Engineer written notice thereof within seven (7) days after the receipt of the ordered change.

Thereafter, the Contractor shall document the basis for a change in contract price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the City.

15. CHANGES IN CONTRACT PRICE

The contract price may be changed only by a change order. The value of any work covered by a change order, or of any claim for increase or decrease in the contract price, shall be determined by one or more of the following methods in order of precedence listed below:

- a. Unit prices previously approved

- b. An agreed upon lump sum
- c. The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. Said costs shall be computed and documented in accordance with Section 9-1.04, "Force Account", of the Standard Specifications.

16. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the work at such rate of progress to ensure full completion within the contract time. All contract work shall be completed within 45 working days after issuance of the Notice to Proceed. Liquidated damages established for this contract are \$500 for each day beyond the 45 working day timeframe. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

If the contractor shall fail to complete the work within the contract time, or extension of time granted by the City, the Contractor will pay to the City the amount of liquidated damages as specified in the bid for each calendar day that the Contractor shall be in default after time stipulated in the contract documents.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the contractor has promptly given written notice of such delay to the City or Engineer:

- To any preference, priority, or allocation order duly issued by the City.
- To unforeseeable causes beyond the control and without fault or negligence of the Contractor; including but not restricted to acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather.
- To any delays of subcontractors occasioned by any of the causes specified above.

17. CORRECTION OF WORK

The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of

written notice, the City may remove such work and store the materials at the expense of the Contractor.

18. UNUSUAL CONDITIONS

The Contractor shall promptly and before such conditions are disturbed, except in the event of an emergency, notify the City by written notice of:

- Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or
- Unknown physical conditions at the site of any unusual nature differing from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract documents.

The City shall promptly investigate the conditions, and if it finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the contract documents shall be modified by change order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he/she has given the required written notice; provided that the City may, if it determines the facts so justify, consider, and adjust any such claims asserted before the date of final payment.

19. SUSPENSION OF WORK, TERMINATION AND DELAY

The City may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension in the contract time, or both, directly attributable to any suspension.

If the Contractor is adjudged as bankrupt or insolvent, or if he/she makes a general assignment for the benefit of his/her creditors, or if a trustee or receiver is appointed for the Contractor or for any of his/her property, or if he/she files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he/she repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he/she repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment, or if he/she disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction over the work, or if he/she otherwise violates any provision of the contract documents; then the City may, without prejudice to any other right or remedy and after giving the Contractor and his/her surety a minimum of ten (10) days from delivery of written notice, terminate the services of the Contractor and take possession of the project and all materials, equipment, tools, construction equipment and machinery thereon owner by the Contractor, and finish the work by whatever method it may deem expedient.

In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect cost of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the

Contractor will pay the difference to the City. Such costs incurred by the City will be determined by the Engineer and incorporated into a change order.

When the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due to the Contractor will not release the Contractor from compliance with the contract documents. After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit.

If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the City, or under an order of the court, or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the Contractor substantially the sum approved by the Engineer or awarded by the arbitrators within thirty (30) days of its approval and presentation, the Contractor may, after ten (10) days from delivery of a written notice to the City and the Engineer, terminate the contract and recover from the City payment for all work executed and all expenses sustained. In addition and in lieu of terminating the contract, if the Engineer fails or has failed to act on a request for payment or if the City has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the City and the Engineer, stop the work until he/she has been paid all amounts then due, in which event and upon resumption of the work, change orders shall be issued for adjusting the contract price or extending the contract time, or both, to compensate for the costs and delays attributable to the stoppage of work.

If the performance of all or any portion of the work is suspended, delayed or interrupted as a result of a failure of the City or Engineer to act within the time specified in the contract documents, or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by change order to compensate the Contractor for the costs and delays necessarily caused by the failure of the City or Engineer.

20. PAYMENTS TO CONTRACTOR

Within ten (10) days after receipt of the Notice to Proceed, the Contractor shall submit to the City a proposed Schedule of Values broken down in sufficient detail to evaluate progress at any point in the work. Labor and material costs for each line item shall be shown separately. Cost of contract closeout shall be shown as an individual line item. The schedule of values, when approved by the City, shall be used as a basis for the Contractor's Application and Certification for Payment. Application and Certification for Payment shall utilize American Institute of Architects (AIA) Document G702 (cover sheet) and Document G703 (continuation sheets). The AIA Document G703 sheets will list the Schedule of Values approved by the City and will track any Change Orders that may be issued during the project.

At least ten (10) days before each progress payment falls due, but not more often than once a month, the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial

payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimated shall also be accompanied by such supporting data, satisfactory to the City, that will establish the City's title to the material and equipment and protect its interest therein, including applicable insurance.

The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his/her approval of payment and present the partial payment estimate to the City, or return the partial payment estimate to the Contractor indicating in writing his/her reasons for refusing to approve the payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

The City will, within ten (10) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The City shall retain five (5) percent of the amount of each payment until final completion and acceptance of all work covered by the contract documents. When the work is substantially complete, operational or beneficial occupancy, the retained amount may be reduced below five (5) percent to only that amount necessary to assure completion. Upon completion and acceptance of a part of the work on which the price is stated separately in the contract documents, payment may be made in full, including retention percentages, less authorized deductions. The request for payment may also include an allowance for the cost of such major materials and equipment, which are suitably stored either at or near the site.

Prior to substantial completion, the City, with the approval of the Engineer and the concurrence of the Contractor, may use any completed or substantially completed portion of the work. Such use shall not constitute an acceptance of such portions of the work.

The City shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the City.

Upon completion and acceptance of the work, the Engineer shall issue a certificate attached to the final payment request that the work has been accepted by him/her under the conditions of the contract documents. Within fifteen (15) days after the date of acceptance, the City shall cause to be filed in the office of the County Recorder, a Notice of Completion of the work. The entire balance found to be due to the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the City, shall be paid to the Contractor within forty-five (45) days after the date of filing the Notice of Completion.

The Contractor will indemnify and save the City, or the City's agents, harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, manufacturers, suppliers and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his/her surety or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the contract documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

If the City fails to make payment forty-five (45) days after the filing of the Notice of Completion, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

21. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be, and shall operate as, a Release to the City of all claims of Contractor. The Release shall include all things done or furnished by Contractor in connection with the work and every act and neglect of the City relating to or arising out of the work. If the Contractor intends to exclude any claim or claims from the Release, the Contractor must provide a written list of such claims to City, stating the exact dollar amount, within forty-five (45) days after the date of filing the Notice of Completion. No payment, whether a final payment or not, shall serve to release the Contractor or the Contractor's sureties from any obligations under the Contract Documents, or the Performance Bond or the Payment Bond.

22. INSURANCE REQUIREMENTS FOR CONTRACTORS

At no additional cost to City, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 (any auto). Workers Compensation as required by the State of California and Employer's Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE:

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: \$1,000,000 per accident for bodily injury or disease.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS:

Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages.
 - a. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
 - b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to the City.
- d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured

E. ACCEPTABILITY OF INSURERS:

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

F. VERIFICATION OF COVERAGE:

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms that conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Any confidential or proprietary information may be removed.

G. SUBCONTRACTORS:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

23. ASSIGNMENTS

Neither the Contractor nor the City shall sell, transfer, assign or otherwise dispose of the contract

or any portion thereof, or of his/her right, title or interest therein or his/her obligations thereunder without written consent of the other party.

24. INDEMNIFICATION

The Contractor will indemnify and hold harmless the City, the Engineer, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death; or to injury or destruction of tangible property including the loss therefrom; and is caused in whole or in part by any negligent or willful act or omission by the Contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his/her agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications. The City will not be held liable for any accident, loss or damage to work prior to its completion and acceptance.

25. SEPARATE CONTRACTS

The City reserves the right to let other contracts in connection with this project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his/her work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such property execution and results.

The City may perform additional work related to the project by itself, or it may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such contracts, or the City if it is performing the additional work itself, reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his/her work with theirs.

If the performance of additional work by other Contractors or the City, is not noted in the Contract documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting such additional work. If the Contractor believes that the performance of such additional work by the City or others involves him/her in additional expense or entitles him/her to any extension of contract time, he/she may make a claim therefore as provided in Sections 14 and 15.

26. SUBCONTRACTING

The Contractor may utilize the services of specialty Contractors on those parts of the work, which, under normal contracting practices, are performed by specialty Contractors. The Contractor shall be fully responsible to the City for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is responsible for the acts and omissions of persons directly employed by him/her.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the contract documents insofar as applicable to the work of the subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under the provisions of the contract documents. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

27. ENGINEER'S AUTHORITY

The Engineer shall act as the City's representative during the construction period. He/she shall decide questions, which may arise as to quality and acceptability of materials furnished and work performed. He/she shall interpret the intent of the contract documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the contract documents.

28. GUARANTEE

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects.

The City will give notice of observed defects with reasonable promptness. If the Contractor should fail to make such repairs, adjustments or other work that may be necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in force and effect through the guarantee period.

29. CONTRACT DISPUTES AND NOTICE OF POTENTIAL CLAIM

If the Contractor and Engineer fail to agree whether or not any work or other matter is within

the scope of the Contract, the Contractor shall nevertheless immediately perform such work upon receipt of a written Field Instruction or other written directive. It is the intention of this section that disputes between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that the matters may be resolved, if possible, or other appropriate action can be undertaken.

For disputes arising under and by virtue of the contract, including an act or failure to act by the Engineer, the Contractor shall provide a signed written initial notice of potential claim to the Engineer within 5 days from the date the dispute first arose. The initial notice of potential claim shall provide the nature and circumstances involved in the dispute which shall remain consistent through the dispute. The initial notice of potential claim shall be submitted on State Form CEM- 6201A to be furnished by the Engineer and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Contractor shall assign an exclusive identification number for each dispute, determined by chronological sequencing, based on the date of the dispute.

The exclusive identification number for each dispute shall be used on the following corresponding documents:

- Initial notice of potential claim.
- Supplemental notice of potential claim.
- Full and final documentation of potential claim.
- Corresponding claim included in the Contractor's written statement of claims.

The Contractor shall provide the Engineer the opportunity to examine the site of work within 5 days from the date of the initial notice of potential claim. The Contractor shall proceed with the performance of contract work unless otherwise specified or directed by the Engineer. Throughout the disputed work, the Contractor shall maintain records that provide a clear distinction between the incurred direct costs of disputed work and that of undisputed work. The Contractor shall allow the Engineer access to the Contractor's project records deemed necessary by the Engineer to evaluate the potential claim within 20 days of the date of the Engineer's written request.

Within 15 days of submitting the initial notice of potential claim, the Contractor shall provide a signed supplemental notice of potential claim to the Engineer that provides the following information:

- A narrative describing the complete nature and circumstances of the dispute which caused the potential claim.
- The contract provisions that provide the basis of claim.
- The estimated cost of the potential claim, including an itemized breakdown of individual labor and material costs and how the estimate was determined.
- A time impact analysis of the project schedule that illustrates the effect on the scheduled completion date due to schedule changes or disruptions where a request for adjustment of contract time is made.

The supplemental notice of potential claim shall be submitted on State Form CEM-6201B to be furnished by the Engineer and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Engineer will evaluate the information presented in the supplemental notice of potential claim and provide a written response to the Contractor within 20 days of its receipt. If the estimated cost or effect on the scheduled completion date changes, the Contractor shall update this information as soon as the change is recognized and submit this information to the Engineer.

Within 30 days of the completion of work related to the potential claim, the Contractor shall provide the full and final documentation of potential claim to the Engineer that provides the following information:

- A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of work affected by the dispute.
- The specific provisions of the contract that support the potential claim and a statement of the reasons these provisions support and provide a basis for entitlement of the potential claim.
- When additional monetary compensation is requested, the exact amount requested shall be segregated into the following cost categories:
 1. Labor – A listing of individuals, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information related to the requested reimbursement of labor costs.
 2. Materials – Invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information related to the requested reimbursement of material costs.
 3. Equipment – Listing of detailed description (make, model, and serial number), hours of use, dates of use and equipment rates. Equipment rates shall be at the applicable State rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the affected work related to the dispute was performed.
- When an adjustment of contract time is requested the following information shall be provided:
 1. The specific dates for which contract time is being requested.
 2. The specific reasons for entitlement to a contract time adjustment.
 3. The specific provisions of the contract that provide the basis for therequested contract time adjustment.
 4. A detailed time impact analysis of the project schedule. The time impact analysis shall show the effect of changes or disruptions on the scheduled completion date to demonstrate entitlement to a contract time adjustment.

The full and final documentation of the potential claim shall be submitted on State Form CEM-6201C to be furnished by the Engineer and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655.

Pertinent information, references, arguments, and data to support the potential claim shall be included in the full and final documentation of the potential claim. Information submitted subsequent to the full and final documentation submittal will not be considered. Information required in the full and final documentation of potential claim, as listed in items above, that is not applicable to the dispute may be exempted as determined by the Engineer. No full and final documentation of the potential claim will be considered that does not have the same nature and circumstances, and basis of claim as those specified on the initial and supplemental notices of potential claim.

The Engineer will evaluate the information presented in the full and final documentation of potential claim and provide a written response to the Contractor within 30 days of its receipt unless otherwise specified. The Engineer's receipt of the full and final documentation of potential claim shall be evidenced by postal receipt or the Engineer's written receipt if delivered by hand. If the full and final documentation of the potential claim is submitted by the Contractor after acceptance of the work by the Director, the Engineer need not provide a written response.

Failure of the Contractor to conform to specified dispute procedures shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract and is deemed as the Contractor's waiver of the potential claim.

30. DISPUTE RESOLUTION

In the event that disputes cannot be resolved pursuant to the provisions of Section 32, disputes of \$375,000 or less between that parties shall be subject to the provisions set forth in California Public Contract Code sections 20104 et seq.

31. TAXES

The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed.

32. APPLICABLE WAGE RATES

The Contractor's attention is directed to Section 7-1.02K(2) "Wages" of the Standard Specification and the most recent General Prevailing Wage Determination made by the Director of Industrial Relations, a copy of which is available for examination at the Public Works Office. These prevailing wage rates, and any subsequent amendments thereto made prior to the date of the Invitation for Bids, are the minimum rates to be paid during the life of the contract.

Certified copies of all payroll records shall be submitted to the Engineer each week for the prior week's work. Certified payroll records and submittal thereof shall be in accordance with Section 7-1.02K(3) "Certified Payroll Records" of the Standard Specifications.

In accordance with the California Labor Code, and other applicable labor provisions, the prevailing wages applicable to the project will be determined by the United States Secretary of Labor and/or the State of California Department of Industrial Relations.

The listings of or reference to minimum rates herein is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of payment of wage rates in excess of those listed or referred to herein.

Project: Coventry Drive Culvert Replacement

Location: Coventry Drive at Highlands Boulevard

Complete by Date: 31 October 2025

Scope: Replace approx. ⁶⁰40 feet of CMP with either a 48" RCP culvert or 48" x 48" (or equivalent) box culvert. Box culvert is preferred unless lead times delay completion into the rainy season. Connect existing storm drains on Coventry Drive to the replaced culvert.

Install new headwall on upstream and downstream openings. Armor the sides of the upstream headwall to prevent erosion. Repair pavement to Coventry Drive and match existing road profile.

Upstream Flared head on upstream
Downstream headwall flush with curb

Project: Central School Basin inlet repair

Location: Intake structure of Central School retention pond

Complete by Date: 31 October 2025

Scope: Repair/replace approx. 6 feet of 72" CMP culvert in a permit required enclosed space.

42 x 30 Gunit non-shrink
Sealed with hydraulic Gunit



871 VON GELDERN WAY
YUBA CITY, CA 95991
PH: 530.671.1370 FAX: 530.673.6501
CSLB# 174828 DIR# 1000000569

September 19th, 2025

To: City of Oroville

Attn: Tim Kaber

Re: Culvert Replacement at Coventry Dr. and Highlands Blvd

Item	Quantity	Item Cost	Total Cost
Replace Culvert	Lump Sum	\$86,500.00	\$86,500.00
Total for Quote			\$86,500.00

This quote is for the following,

Sawcutting and Removal of existing asphalt.
Removal of existing culvert, C&G, and old headwalls.
Installation of up to 60' of 48" RCP.
Installation of a 48" flared end section on the upstream end with 3 CY of rock slope protection.
Tie-in of the existing storm drain line on the North end of the existing culvert.
Installation of a precast headwall on the downstream end with 3 CY of rock slope protection.
Replacement of the +/- 6 LF of 6" pipe for the existing storm drain inlet on the South side of the culvert.
Replacement of the existing Curb & Gutter
Placement of a 4" section of asphalt over the trench.

All work is assumed to be under the latest edition of the City of Oroville Specifications.

This quote assumes the ability to close Coventry Dr. at the culvert location for the duration of the work.

5 Working Days are estimated for this work.

Sincerely,

John Zilich II
Estimator,
Lamon Construction Co. Inc.



871 VON GELDERN WAY
YUBA CITY, CA 95991
PH: 530.671.1370 FAX: 530.673.6501
CSLB# 174828 DIR# 1000000569

September 19th, 2025

To: City of Oroville

Attn: Tim Kaber

Re: Central School Basin Outfall Pipe Repair

Item	Quantity	Item Cost	Total Cost
Repair Pipe	Lump Sum	\$4,250.00	\$4,250.00
Total for Quote			\$4,250.00

This quote is for the following,

Cutting and Removal of a 2' by 4' section of the existing CMP pipe in the flow line area, approximately 8 sft.
Placement of non-shrinking mortar by hand to smooth out the transition and repair the flow line.

All work is assumed to be under the latest edition of the City of Oroville Specifications.

1 Working Day is estimated for this work.

Sincerely,

John Zilich II
Estimator,
Lamon Construction Co. Inc.



City of Oroville

OFFICE OF PUBLIC WORKS

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2436 FAX (530) 538-2468
www.cityoforoville.org

Tim Kaber
Sr. Engineer/Project Manager

From: Tim Kaber

Sent: Tuesday, September 9, 2025 1:59 PM

Cc: Jacob Glick <jglick@cityoforoville.org>

Subject: City of Oroville CUPCCAA Project Site Visit - Coventry Drive Culvert Replacement and School House Basin Culvert Repair

Oroville CUPCCAA Contractors,

We will host a site visit on Friday, September 12th, at 1000 for 2 site visits.
Neither project has drawings.

Both projects need to be completed prior to any substantial rains.

Project #1:

Replacement of a 42-inch culvert under Coventry Drive in Oroville at the intersection with Highlands Boulevard.

A recent inspection revealed the CMP culvert has failed, with significant voiding around the pipe.

The culvert is approximately 40 feet long. The replacement culvert will be either a 48 inch RCP, or a box culvert of similar capacity/square footage.

Paving repair will be required.

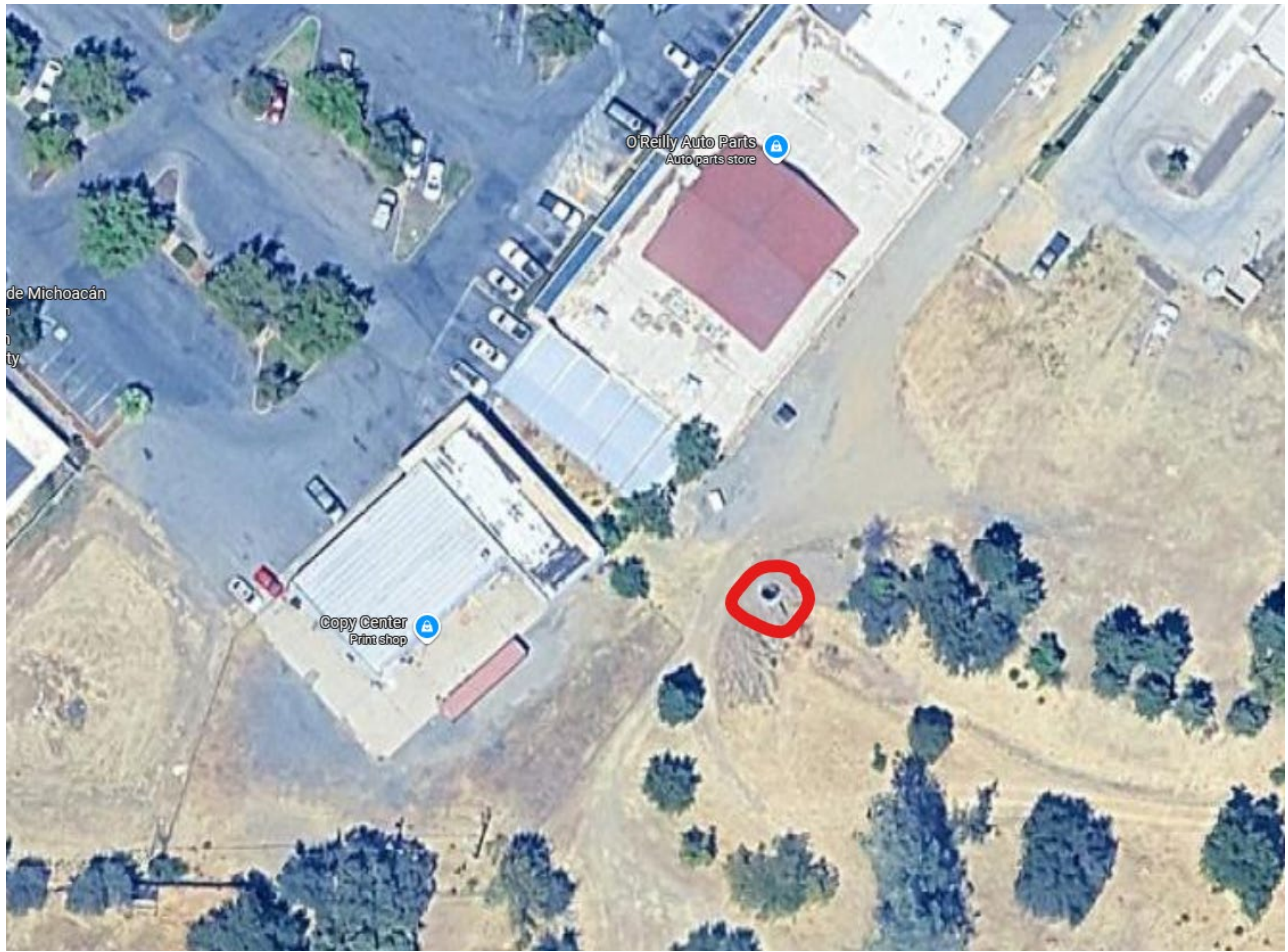
Project #2:

Repair the CMP at the drainage structure for the Central School retention basin. Park at 2525 Oro Dam Blvd E and walk through the alley to the south side of the building. The culvert is circled in red.

The culvert opening started to peel up and expose the soil underneath.

Ideally the repair would not include excavation.

See attached pictures.



V/r,

Tim



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL
FROM: MEGAN WILLIAMS – HUMAN RESOURCE ANALYST
RE: APPROVE MASTER SALARY SCHEDULE – EFFECTIVE JULY 3, 2025
DATE: OCTOBER 7, 2025

SUMMARY

The City Council shall review and consider approval of the updated Master Salary Schedule to include the new salary range for the Fire Marshal/Inspector position to be effective as of July 3, 2025.

DISCUSSION

The updated pay range and job description was approved by council on September 2, 2025. To satisfy CalPERS requirements, the range shall be effective July 3, 2025.

FISCAL IMPACT

None

ACTION REQUESTED -

**APPROVE MASTER SALARY SCHEDULE WITH UPDATED RANGE FOR FIRE
MARSHAL/INSPECTOR EFFECTIVE JULY 3, 2025.**

ATTACHMENTS

Updated Master Salary Schedule

CITY OF OROVILLE MASTER SALARY SCHEDULE									
Revised: September 2, 2025									
Approved by Council: 09/02/2025									
ELECTED OFFICIAL'S STIPEND SCHEDULE									
Mayor	\$600	Monthly	Plus \$5/Mtg. Up to 2 Mtgs. Per Month						
Council Members	\$500	Monthly							
Treasurer	\$500	Monthly							
DEPARTMENT HEAD'S SALARY SCHEDULE									
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
City Administrator	\$168,132	\$176,538	\$185,365	\$194,633	\$204,365	\$214,583	\$225,312	Bonus*	Annual
	\$14,011.00	\$14,711.50	\$15,447.08	\$16,219.42	\$17,030.42	\$17,881.92	\$18,776.00		Monthly
	\$80.8327	\$84.8740	\$89.1178	\$93.5736	\$98.2524	\$103.1649	\$108.3231		Hourly
Police Chief	\$135,465	\$142,238	\$149,350	\$156,817	\$164,658	\$172,891	\$181,536	\$190,612	Annual
	\$11,288.73	\$11,853.16	\$12,445.82	\$13,068.11	\$13,721.52	\$14,407.59	\$15,127.97	\$15,884.37	Monthly
	\$65.1273	\$68.3836	\$71.8028	\$75.3929	\$79.1626	\$83.1207	\$87.2768	\$91.6406	Hourly
Department Heads	\$122,282	\$128,714	\$135,486	\$142,619	\$150,123	\$158,028	\$166,345	\$175,100	Annual
	\$10,190.13	\$10,726.16	\$11,290.52	\$11,884.91	\$12,510.21	\$13,168.98	\$13,862.08	\$14,591.67	Monthly
	\$58.7892	\$61.8817	\$65.1376	\$68.5668	\$72.1743	\$75.9749	\$79.9736	\$84.1827	Hourly
Assistant Police Chief	\$117,795	\$123,685	\$129,869	\$136,363	\$143,181	\$150,340	\$157,857	\$165,750	Annual
	\$9,816.28	\$10,307.10	\$10,822.45	\$11,363.57	\$11,931.75	\$12,528.34	\$13,154.76	\$13,812.50	Monthly
	\$56.6324	\$59.4640	\$62.4372	\$65.5591	\$68.8370	\$72.2789	\$75.8928	\$79.6875	Hourly
Assistant Director of Public Work/ City Engineer	\$113,128	\$118,784	\$124,724	\$130,960	\$137,508	\$144,383	\$151,602	\$159,182	Annual
	\$9,427.33	\$9,898.70	\$10,393.64	\$10,913.32	\$11,458.98	\$12,031.93	\$12,633.53	\$13,265.20	Monthly
	\$54.3885	\$57.1079	\$59.9633	\$62.9614	\$66.1095	\$69.4150	\$72.8857	\$76.5300	Hourly
Deputy City Clerk	\$80,909.69	\$84,955.18	\$89,202.94	\$93,663.08	\$98,346.24	\$103,263.55	\$108,426.73	\$113,848.06	Annual
	\$6,742.47	\$7,079.60	\$7,433.58	\$7,805.26	\$8,195.52	\$8,605.30	\$9,035.56	\$9,487.34	Monthly
	\$38.8989	\$40.8438	\$42.8860	\$45.0303	\$47.2818	\$49.6459	\$52.1282	\$54.7346	Hourly
OROVILLE MANAGER'S ASSOCIATION									
CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Police Lieutenant	\$102,430.78	\$107,552.32	\$112,929.94	\$118,576.43	\$124,505.25	\$130,730.52	\$137,267.04	\$144,130.39	Annual
	\$8,535.90	\$8,962.69	\$9,410.83	\$9,881.37	\$10,375.44	\$10,894.21	\$11,438.92	\$12,010.87	Monthly
	\$49.2456	\$51.7078	\$54.2932	\$57.0079	\$59.8583	\$62.8512	\$65.9938	\$69.2935	Hourly
Project Mgr./Sr. Civil Engineer	\$90,475.41	\$94,999.18	\$99,749.14	\$104,736.60	\$109,973.43	\$115,472.10	\$121,245.70	\$127,307.99	Annual
	\$7,539.62	\$7,916.60	\$8,312.43	\$8,728.05	\$9,164.45	\$9,622.67	\$10,103.81	\$10,609.00	Monthly
	\$43.4978	\$45.6727	\$47.9563	\$50.3541	\$52.8718	\$55.5154	\$58.2912	\$61.2058	Hourly
IT Manager	\$103,816.79	\$109,007.63	\$114,458.01	\$120,180.91	\$126,189.96	\$132,499.45	\$139,124.43	\$146,080.65	Annual
	\$8,651.40	\$9,083.97	\$9,538.17	\$10,015.08	\$10,515.83	\$11,041.62	\$11,593.70	\$12,173.39	Monthly
	\$49.9119	\$52.4075	\$55.0279	\$57.7793	\$60.6682	\$63.7017	\$66.8867	\$70.2311	Hourly
Airport Manager	\$80,392.35	\$87,078.84	\$91,434.25	\$96,006.19	\$100,805.93	\$105,845.89	\$111,138.46	\$116,696.08	Annual
Building Official	\$6,699.36	\$7,256.57	\$7,619.52	\$8,000.52	\$8,400.49	\$8,820.49	\$9,261.54	\$9,724.67	Monthly
	\$38.65	\$41.86	\$43.96	\$46.16	\$48.46	\$50.89	\$53.43	\$56.10	Hourly
Public Works Manager	\$80,231.89	\$84,243.48	\$91,251.75	\$95,814.56	\$100,604.72	\$105,634.62	\$110,916.63	\$116,463.15	Annual
	\$6,685.99	\$7,020.29	\$7,604.31	\$7,984.55	\$8,383.73	\$8,802.89	\$9,243.05	\$9,705.26	Monthly
	\$38.5730	\$40.5017	\$43.8710	\$46.0647	\$48.3677	\$50.7859	\$53.3253	\$55.9919	Hourly
Accounting Manager	\$80,737.35	\$84,774.22	\$91,826.64	\$96,418.19	\$101,238.53	\$106,300.12	\$111,615.40	\$117,196.87	Annual

HR Manager	\$6,728.11	\$7,064.52	\$7,652.22	\$8,034.85	\$8,436.54	\$8,858.34	\$9,301.28	\$9,766.41	Monthly
	\$38.8160	\$40.7568	\$44.1474	\$46.3549	\$48.6724	\$51.1058	\$53.6613	\$56.3446	Hourly
OPOA SWORN AND NON-SWORN 1ST TIER									
CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F			
Sergeant	\$94,108.28	\$98,813.69	\$103,754.38	\$108,942.10	\$114,389.20	\$120,108.66	Annual		
	\$7,842.36	\$8,234.47	\$8,646.20	\$9,078.51	\$9,532.43	\$10,009.05	Monthly		
	\$45.2444	\$47.5066	\$49.8819	\$52.3760	\$54.9948	\$57.7445	Hourly		
Rotational Detective/OIC	\$86,265.93	\$90,579.23	\$95,108.19	\$99,863.60	\$104,856.78	\$110,099.62	Annual		
10% Above Police Officer	\$7,188.83	\$7,548.27	\$7,925.68	\$8,321.97	\$8,738.06	\$9,174.97	Monthly		
	\$41.4740	\$43.5477	\$45.7251	\$48.0113	\$50.4119	\$52.9325	Hourly		
Police Officer	\$78,423.57	\$82,344.75	\$86,461.99	\$90,785.09	\$95,324.34	\$100,090.56	Annual		
	\$6,535.30	\$6,862.06	\$7,205.17	\$7,565.42	\$7,943.70	\$8,340.88	Monthly		
	\$37.7036	\$39.5888	\$41.5683	\$43.6467	\$45.8290	\$48.1205	Hourly		
Reserve Police Officer	\$37.7036	\$39.5888	\$41.5683	\$43.6467	\$45.8290	\$48.1205	Hourly		
Reserve Investigator	\$25.0000						Hourly		
CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G		
Police Dispatch Supervisor	\$63,476.84	\$66,650.68	\$69,983.22	\$73,482.38	\$77,156.50	\$81,014.32	\$85,065.04	Annual	
	\$5,289.74	\$5,554.22	\$5,831.93	\$6,123.53	\$6,429.71	\$6,751.19	\$7,088.75	Monthly	
	\$30.5177	\$32.0436	\$33.6458	\$35.3281	\$37.0945	\$38.9492	\$40.8967	Hourly	
Public Information Officer	61,627.99	64,709.39	67,944.86	71,342.10	74,909.21	78,654.67	82,587.40	Annual	
	\$5,135.67	\$5,392.45	\$5,662.07	\$5,945.18	\$6,242.43	\$6,554.56	\$6,882.28	Monthly	
	\$29.6288	\$31.1103	\$32.6658	\$34.2991	\$36.0140	\$37.8147	\$39.7055	Hourly	
Police Admin. Assistant	\$46,047.18	\$48,349.54	\$50,767.02	\$53,305.37	\$55,970.64	\$58,769.17	\$61,707.63	Annual	
	\$3,837.27	\$4,029.13	\$4,230.58	\$4,442.11	\$4,664.22	\$4,897.43	\$5,142.30	Monthly	
	\$22.1381	\$23.2450	\$24.4072	\$25.6276	\$26.9090	\$28.2544	\$29.6671	Hourly	
Police Dispatcher	\$49,588.32	\$52,067.74	\$54,671.12	\$57,404.68	\$60,274.91	\$63,288.66	\$66,453.09	Annual	
	\$4,132.36	\$4,338.98	\$4,555.93	\$4,783.72	\$5,022.91	\$5,274.05	\$5,537.76	Monthly	
	\$23.8405	\$25.0326	\$26.2842	\$27.5984	\$28.9783	\$30.4272	\$31.9486	Hourly	
MLE	\$44,904.70	\$47,149.94	\$49,507.44	\$51,982.81	\$54,581.95	\$57,311.05	\$60,176.60	Annual	
	\$3,742.06	\$3,929.16	\$4,125.62	\$4,331.90	\$4,548.50	\$4,775.92	\$5,014.72	Monthly	
	\$21.5888	\$22.6682	\$23.8017	\$24.9917	\$26.2413	\$27.5534	\$28.9311	Hourly	
Police Records Technician	\$42,759.42	\$44,897.39	\$47,142.26	\$49,499.37	\$51,974.34	\$54,573.06	\$57,301.71	Annual	
	\$3,563.29	\$3,741.45	\$3,928.52	\$4,124.95	\$4,331.20	\$4,547.75	\$4,775.14	Monthly	
	\$20.5574	\$21.5853	\$22.6645	\$23.7978	\$24.9877	\$26.2370	\$27.5489	Hourly	
Police Recruit	\$60,538.29							Annual	
	\$5,044.86							Monthly	
	\$29.1049							Hourly	
MASTER SALARY SCHEDULE									
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Associate Civil Engr.	\$81,519.18	\$85,595.14	\$89,874.89	\$94,368.64	\$99,087.07	\$104,041.42	\$109,243.49	\$114,705.67	Annual
	\$6,793.26	\$7,132.93	\$7,489.57	\$7,864.05	\$8,257.26	\$8,670.12	\$9,103.62	\$9,558.81	Monthly
	\$39.1919	\$41.1515	\$43.2091	\$45.3695	\$47.6380	\$50.0199	\$52.5209	\$55.1470	Hourly
Assistant Civil Engr.	\$74,876.88	\$78,620.72	\$82,551.76	\$86,679.35	\$91,013.32	\$95,563.98	\$100,342.18	\$105,359.29	Annual
	\$6,239.74	\$6,551.73	\$6,879.31	\$7,223.28	\$7,584.44	\$7,963.67	\$8,361.85	\$8,779.94	Monthly

	\$35.9985	\$37.7984	\$39.6883	\$41.6728	\$43.7564	\$45.9442	\$48.2414	\$50.6535	Hourly
IT Analyst	\$70,109.01	\$73,614.46	\$77,295.18	\$81,159.94	\$85,217.94	\$89,478.84	\$93,952.78	\$98,650.42	Annual
	\$5,842.42	\$6,134.54	\$6,441.27	\$6,763.33	\$7,101.49	\$7,456.57	\$7,829.40	\$8,220.87	Monthly
	\$33.7063	\$35.3916	\$37.1611	\$39.0192	\$40.9702	\$43.0187	\$45.1696	\$47.4281	Hourly
Fire Marshal/Inspector	\$88,693.00	\$93,127.65	\$97,784.03	\$102,673.23	\$107,806.90	\$113,197.24	\$118,857.10	\$124,799.96	Annual
	\$7,391.08	\$7,760.64	\$8,148.67	\$8,556.10	\$8,983.91	\$9,433.10	\$9,904.76	\$10,400.00	Monthly
	\$42.6409	\$44.7729	\$47.0116	\$49.3621	\$51.8302	\$54.4218	\$57.1428	\$60.0000	Hourly
Associate Planner	\$64,767.61	\$68,005.99	\$71,406.29	\$74,976.61	\$78,725.44	\$82,661.71	\$86,794.80	\$91,134.54	Annual
Recycling Coordinator	\$5,397.30	\$5,667.17	\$5,950.52	\$6,248.05	\$6,560.45	\$6,888.48	\$7,232.90	\$7,594.54	Monthly
	\$31.1383	\$32.6952	\$34.3299	\$36.0464	\$37.8488	\$39.7412	\$41.7283	\$43.8147	Hourly
GIS Specialist	\$62,168.24	\$65,276.65	\$68,540.48	\$71,967.51	\$75,565.88	\$79,344.18	\$83,311.39	\$87,476.96	Annual
	\$5,180.69	\$5,439.72	\$5,711.71	\$5,997.29	\$6,297.16	\$6,612.01	\$6,942.62	\$7,289.75	Monthly
	\$29.8886	\$31.3830	\$32.9522	\$34.5998	\$36.3298	\$38.1462	\$40.0536	\$42.0562	Hourly
Code Enforcement Technician III	\$63,514.95	\$66,690.70	\$70,025.23	\$73,526.49	\$77,202.82	\$81,062.96	\$85,116.11	\$89,371.91	Annual
	\$5,292.91	\$5,557.56	\$5,835.44	\$6,127.21	\$6,433.57	\$6,755.25	\$7,093.01	\$7,447.66	Monthly
	\$30.5360	\$32.0628	\$33.6660	\$35.3493	\$37.1167	\$38.9726	\$40.9212	\$42.9673	Hourly
Sr. Admin/SBF/PIO	\$61,116.93	\$64,172.78	\$67,381.42	\$70,750.49	\$74,288.01	\$78,002.41	\$81,902.53	\$85,997.66	Annual
Assistant City Clerk	\$5,093.08	\$5,347.73	\$5,615.12	\$5,895.87	\$6,190.67	\$6,500.20	\$6,825.21	\$7,166.47	Monthly
Cultural Facilities Curator	\$29.3831	\$30.8523	\$32.3949	\$34.0147	\$35.7154	\$37.5012	\$39.3762	\$41.3450	Hourly
Accounting Analyst	\$60,454.82	\$63,477.56	\$66,651.44	\$69,984.01	\$73,483.21	\$77,157.37	\$81,015.24	\$85,066.00	Annual
Payroll Technician	\$5,037.90	\$5,289.80	\$5,554.29	\$5,832.00	\$6,123.60	\$6,429.78	\$6,751.27	\$7,088.83	Monthly
	\$29.0648	\$30.5181	\$32.0440	\$33.6462	\$35.3285	\$37.0949	\$38.9496	\$40.8971	Hourly
Assistant Planner	\$57,882.96	\$60,777.11	\$63,815.96	\$67,006.76	\$70,357.10	\$73,874.95	\$77,568.70	\$81,447.14	Annual
	\$4,823.58	\$5,064.76	\$5,318.00	\$5,583.90	\$5,863.09	\$6,156.25	\$6,464.06	\$6,787.26	Monthly
	\$27.8283	\$29.2198	\$30.6808	\$32.2148	\$33.8255	\$35.5168	\$37.2926	\$39.1573	Hourly
Signal Tech/Electrician	\$58,997.37	\$61,947.24	\$65,044.60	\$68,296.83	\$71,711.67	\$75,297.26	\$79,062.12	\$83,015.22	Annual
	\$4,916.45	\$5,162.27	\$5,420.38	\$5,691.40	\$5,975.97	\$6,274.77	\$6,588.51	\$6,917.94	Monthly
	\$28.3641	\$29.7823	\$31.2714	\$32.8350	\$34.4768	\$36.2006	\$38.0106	\$39.9112	Hourly
Human Resource Analyst	\$56,185.47	\$58,994.74	\$61,944.48	\$65,041.70	\$68,293.79	\$71,708.48	\$75,293.90	\$79,058.60	Annual
	\$4,682.12	\$4,916.23	\$5,162.04	\$5,420.14	\$5,691.15	\$5,975.71	\$6,274.49	\$6,588.22	Monthly
	\$27.0122	\$28.3629	\$29.7810	\$31.2701	\$32.8336	\$34.4752	\$36.1990	\$38.0089	Hourly
Admin/Program Analyst II	\$56,137.06	\$58,943.91	\$61,891.11	\$64,985.66	\$68,234.95	\$71,646.69	\$75,229.03	\$78,990.48	Annual
Construction Inspector	\$4,678.09	\$4,911.99	\$5,157.59	\$5,415.47	\$5,686.25	\$5,970.56	\$6,269.09	\$6,582.54	Monthly
Building Inspector	\$26.9890	\$28.3384	\$29.7553	\$31.2431	\$32.8053	\$34.4455	\$36.1678	\$37.9762	Hourly
Lead Equipment Mechanic									
Lead Public Works Operator									
Lead Tree Worker									
Lead Collection System Operator									
Code Enforcement Technician II	\$54,768.19	\$57,506.60	\$60,381.93	\$63,401.03	\$66,571.08	\$69,899.63	\$73,394.61	\$77,064.34	Annual
	\$4,564.02	\$4,792.22	\$5,031.83	\$5,283.42	\$5,547.59	\$5,824.97	\$6,116.22	\$6,422.03	Monthly
	\$26.3309	\$27.6474	\$29.0298	\$30.4813	\$32.0053	\$33.6056	\$35.2859	\$37.0502	Hourly
Program Analyst I	\$50,857.42	\$53,400.30	\$56,070.31	\$58,873.83	\$61,817.52	\$64,908.39	\$68,153.81	\$71,561.50	Annual
Comm. Devel. Technician III	\$4,238.12	\$4,450.02	\$4,672.53	\$4,906.15	\$5,151.46	\$5,409.03	\$5,679.48	\$5,963.46	Monthly
	\$24.4507	\$25.6732	\$26.9569	\$28.3047	\$29.7200	\$31.2060	\$32.7663	\$34.4046	Hourly

Code Enforcement Technician	\$49,617.16	\$52,098.02	\$54,702.92	\$57,438.06	\$60,309.97	\$63,325.47	\$66,491.74	\$69,816.33	Annual
	\$4,134.76	\$4,341.50	\$4,558.58	\$4,786.51	\$5,025.83	\$5,277.12	\$5,540.98	\$5,818.03	Monthly
	\$23.8544	\$25.0471	\$26.2995	\$27.6145	\$28.9952	\$30.4449	\$31.9672	\$33.5655	Hourly
Sr. Administrative Assistant	\$48,406.91	\$50,827.26	\$53,368.62	\$56,037.05	\$58,838.90	\$61,780.85	\$64,869.89	\$68,113.38	Annual
	\$4,033.91	\$4,235.60	\$4,447.38	\$4,669.75	\$4,903.24	\$5,148.40	\$5,405.82	\$5,676.12	Monthly
	\$23.2726	\$24.4362	\$25.6580	\$26.9409	\$28.2879	\$29.7023	\$31.1874	\$32.7468	Hourly
Equipment Mechanic	\$47,226.53	\$49,587.86	\$52,067.25	\$54,670.61	\$57,404.14	\$60,274.35	\$63,288.07	\$66,452.47	Annual
	\$3,935.54	\$4,132.32	\$4,338.94	\$4,555.88	\$4,783.68	\$5,022.86	\$5,274.01	\$5,537.71	Monthly
	\$22.7051	\$23.8403	\$25.0323	\$26.2839	\$27.5981	\$28.9781	\$30.4270	\$31.9483	Hourly
Public Works Operator III	\$46,074.99	\$48,378.74	\$50,797.68	\$53,337.56	\$56,004.44	\$58,804.66	\$61,744.89	\$64,832.14	Annual
Comm. Devel. Technician II	\$3,839.58	\$4,031.56	\$4,233.14	\$4,444.80	\$4,667.04	\$4,900.39	\$5,145.41	\$5,402.68	Monthly
	\$22.1514	\$23.2590	\$24.4220	\$25.6431	\$26.9252	\$28.2715	\$29.6850	\$31.1693	Hourly
Accounting Technician III	\$49,618.19	\$52,099.10	\$54,704.05	\$57,439.26	\$60,311.22	\$63,326.78	\$66,493.12	\$69,817.78	Annual
	\$4,134.85	\$4,341.59	\$4,558.67	\$4,786.60	\$5,025.94	\$5,277.23	\$5,541.09	\$5,818.15	Monthly
	\$23.8549	\$25.0476	\$26.3000	\$27.6150	\$28.9958	\$30.4456	\$31.9678	\$33.5662	Hourly
Apprentice Electrician	\$48,105.72	\$50,511.00	\$53,036.55	\$55,688.38	\$58,472.80	\$61,396.44	\$64,466.26	\$67,689.58	Annual
	\$4,008.81	\$4,209.25	\$4,419.71	\$4,640.70	\$4,872.73	\$5,116.37	\$5,372.19	\$5,640.80	Monthly
	\$23.1277	\$24.2841	\$25.4983	\$7.0000	\$28.1119	\$29.5175	\$30.9934	\$32.5431	Hourly
Accounting Technician II	\$44,958.47	\$47,206.39	\$49,566.71	\$52,045.05	\$54,647.30	\$57,379.67	\$60,248.65	\$63,261.08	Annual
	\$3,746.54	\$3,933.87	\$4,130.56	\$4,337.09	\$4,553.94	\$4,781.64	\$5,020.72	\$5,271.76	Monthly
	\$21.6146	\$22.6954	\$23.8302	\$25.0217	\$26.2727	\$27.5864	\$28.9657	\$30.4140	Hourly
Public Works Operator II	\$43,854.96	\$46,047.71	\$48,350.09	\$50,767.60	\$53,305.98	\$55,971.28	\$58,769.84	\$61,708.33	Annual
Parks Maint. Technician II	\$3,654.58	\$3,837.31	\$4,029.17	\$4,230.63	\$4,442.16	\$4,664.27	\$4,897.49	\$5,142.36	Monthly
Building Maint. Tech II	\$21.0841	\$22.1383	\$23.2452	\$24.4075	\$25.6279	\$26.9093	\$28.2547	\$29.6675	Hourly
Collection System Operator II									
Administrative Assistant									
Human Resource Technician	\$42,571.59	\$44,700.17	\$46,935.18	\$49,281.94	\$51,746.03	\$54,333.34	\$57,050.00	\$59,902.50	Annual
	\$3,547.63	\$3,725.01	\$3,911.26	\$4,106.83	\$4,312.17	\$4,527.78	\$4,754.17	\$4,991.88	Monthly
	\$20.4671	\$21.4905	\$22.5650	\$23.6932	\$24.8779	\$26.1218	\$27.4279	\$28.7993	Hourly
Comm. Devel. Technician I	\$41,741.78	\$43,828.87	\$46,020.31	\$48,321.33	\$50,737.39	\$53,274.26	\$55,937.98	\$58,734.88	Annual
	\$3,478.48	\$3,652.41	\$3,835.03	\$4,026.78	\$4,228.12	\$4,439.52	\$4,661.50	\$4,894.57	Monthly
	\$20.0682	\$21.0716	\$22.1252	\$23.2314	\$24.3930	\$25.6126	\$26.8933	\$28.2379	Hourly
Accounting Technician	\$40,731.35	\$42,767.92	\$44,906.31	\$47,151.63	\$49,509.21	\$51,984.67	\$54,583.90	\$57,313.10	Annual
	\$3,394.28	\$3,563.99	\$3,742.19	\$3,929.30	\$4,125.77	\$4,332.06	\$4,548.66	\$4,776.09	Monthly
	\$19.5824	\$20.5615	\$21.5896	\$22.6691	\$23.8025	\$24.9926	\$26.2423	\$27.5544	Hourly
Public Works Operator I	\$42,149.66	\$44,257.14	\$46,470.00	\$48,793.50	\$51,233.18	\$53,794.83	\$56,484.58	\$59,308.80	Annual
Parks Maint. Technician I	\$3,512.47	\$3,688.10	\$3,872.50	\$4,066.13	\$4,269.43	\$4,482.90	\$4,707.05	\$4,942.40	Monthly
Collection System Operator I	\$20.2643	\$21.2775	\$22.3413	\$23.4584	\$24.6313	\$25.8629	\$27.1560	\$28.5138	Hourly
Custodian	\$37,831.90	\$39,723.50	\$41,709.67	\$43,795.15	\$45,984.91	\$48,284.16	\$50,698.36	\$53,233.28	Annual
	\$3,152.66	\$3,310.29	\$3,475.81	\$3,649.60	\$3,832.08	\$4,023.68	\$4,224.86	\$4,436.11	Monthly
	\$18.1884	\$19.0978	\$20.0527	\$21.0554	\$22.1081	\$23.2135	\$24.3742	\$25.5929	Hourly
Staff Assistant	\$38,950.48	\$40,898.00	\$42,942.90	\$45,090.05	\$47,344.55	\$49,711.78	\$52,197.37	\$54,807.24	Annual
	\$3,245.87	\$3,408.17	\$3,578.58	\$3,757.50	\$3,945.38	\$4,142.65	\$4,349.78	\$4,567.27	Monthly
	\$18.7262	\$19.6625	\$20.6456	\$21.6779	\$22.7618	\$23.8999	\$25.0949	\$26.3496	Hourly

Community Navigator	42,767.36	\$44,905.73	\$47,151.02	\$49,508.57	\$51,983.99	\$54,583.19	\$57,312.35	\$60,177.97	Annual
	3563.946775	\$3,742.14	\$3,929.25	\$4,125.71	\$4,332.00	\$4,548.60	\$4,776.03	\$5,014.83	Monthly
	20.5612	21.5893	22.6688	23.8022	24.9923	26.2419	27.5540	28.9317	Hourly

Department Heads	\$122,282	\$128,714	\$135,486	\$142,619	\$150,123	\$158,028	\$166,345	\$175,100	Annual
	\$10,190.13	\$10,726.16	\$11,290.52	\$11,884.91	\$12,510.21	\$13,168.98	\$13,862.08	\$14,591.67	Monthly
	\$58.7892	\$61.8817	\$65.1376	\$68.5668	\$72.1743	\$75.9749	\$79.9736	\$84.1827	Hourly

SERGEANT

CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C
Chico Sergeant	\$114,502.23	\$120,227.34	\$126,238.71
Effective July 1, 2025	\$9,541.85	\$10,018.95	\$10,519.89
	\$55.0491	\$57.8016	\$60.6917
Butte County Sheriff's Sergeant	\$95,649.11	\$100,431.57	\$105,453.14
Effective July 1, 2024	\$7,970.76	\$8,369.30	\$8,787.76
	\$45.9851	\$48.2844	\$50.6986
Oroville Sergeant	\$94,108.28	\$98,813.69	\$103,754.38
	\$7,842.36	\$8,234.47	\$8,646.20
	\$45.2444	\$47.5066	\$49.8819

SERGEANT DETECTIVE

Chico Detective Sergeant	\$125,952.45	\$132,250.07	\$138,862.58
Effective July 1, 2025	\$10,496.04	\$11,020.84	\$11,571.88
10% Above Sergeant	\$60.5541	\$63.5818	\$66.7609
Butte County Investigator II	\$95,649.11	\$100,431.57	\$105,453.14
Effective July 1, 2024	\$7,970.76	\$8,369.30	\$8,787.76
	\$45.9851	\$48.2844	\$50.6986
Oroville Detective Sergeant	\$103,519.11	\$108,695.07	\$114,129.82
	\$8,626.59	\$9,057.92	\$9,510.82
	\$49.7688	\$52.2572	\$54.8701

DETECTIVE I

Chico Detective	\$93,778.90	\$98,467.85	\$103,391.24
Effective July 1, 2025	\$7,814.91	\$8,205.65	\$8,615.94
10% Above Officer	\$45.0860	\$47.3403	\$49.7073
Oroville Detective	\$86,265.93	\$90,579.23	\$95,108.19
10% Above Police Officer	\$7,188.83	\$7,548.27	\$7,925.68
	\$41.4740	\$43.5477	\$45.7251
Butte County Investigator I	\$82,399.37	\$86,519.34	\$90,845.31
Effective July 1, 2024	\$6,866.61	\$7,209.94	\$7,570.44
	\$39.6151	\$41.5958	\$43.6756

POLICE OFFICER/DEPUTY

Chico Police Officer	\$85,253.55	\$89,516.23	\$93,992.04
Effective July 1, 2025	\$7,104.46	\$7,459.69	\$7,832.67
	\$40.9873	\$43.0366	\$45.1885
Butte County Deputy Sheriff	\$79,172.50	\$83,131.13	\$87,287.68
	\$6,597.71	\$6,927.59	\$7,273.97
	\$38.0637	\$39.9669	\$41.9652
Oroville Police Officer	\$78,423.57	\$82,344.75	\$86,461.99
	\$6,535.30	\$6,862.06	\$7,205.17

	\$37.7036	\$39.5888	\$41.5683
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STEP D	STEP E	STEP F	
\$132,550.64	\$139,178.18	\$146,137.09	Annual
\$11,045.89	\$11,598.18	\$12,178.09	Monthly
\$63.7263	\$66.9126	\$70.2582	Hourly
\$110,725.80	\$116,262.09	\$122,075.20	Annual
\$9,227.15	\$9,688.51	\$10,172.93	Monthly
\$53.2336	\$55.8952	\$58.6900	Hourly
\$108,942.10	\$114,389.20	\$120,108.66	Annual
\$9,078.51	\$9,532.43	\$10,009.05	Monthly
\$52.3760	\$54.9948	\$57.7445	Hourly

10% Above

\$146,137.08 \$160,750.79

\$122,075.20

\$120,108.66

/E/II

\$145,805.70	\$153,095.99	\$160,750.79	Annual
\$12,150.48	\$12,758.00	\$13,395.90	Monthly
\$70.0989	\$73.6038	\$77.2840	Hourly
\$110,725.80	\$116,262.09	\$122,075.20	Annual
\$9,227.15	\$9,688.51	\$10,172.93	Monthly
\$53.2336	\$55.8952	\$58.6900	Hourly
\$119,836.31	\$125,828.13	\$132,119.53	Annual
\$9,986.36	\$10,485.68	\$11,009.96	Monthly
\$57.6136	\$60.4943	\$63.5190	Hourly

\$160,750.79

\$122,075.20

10% Above

\$120,108.66 \$132,119.53

\$108,560.80	\$113,988.84	\$119,688.28	Annual
\$9,046.73	\$9,499.07	\$9,974.02	Monthly
\$52.1927	\$54.8023	\$57.5424	Hourly
\$99,863.60	\$104,856.78	\$110,099.62	Annual
\$8,321.97	\$8,738.06	\$9,174.97	Monthly
\$48.0113	\$50.4119	\$52.9325	Hourly
\$95,387.57	\$100,156.95	\$105,164.80	Annual
\$7,948.96	\$8,346.41	\$8,763.73	Monthly
\$45.8594	\$48.1524	\$50.5600	Hourly

\$119,688.28

\$110,099.62

\$105,164.80

SHERIFF

\$98,691.64	\$103,626.22	\$108,807.53	Annual
\$8,224.30	\$8,635.52	\$9,067.29	Monthly
\$47.4479	\$49.8203	\$52.3113	Hourly
\$91,652.07	\$96,234.67	\$101,046.40	Annual
\$7,637.67	\$8,019.56	\$8,420.53	Monthly
\$44.0635	\$46.2667	\$48.5800	Hourly
\$90,785.09	\$95,324.34	\$100,090.56	Annual
\$7,565.42	\$7,943.70	\$8,340.88	Monthly

10% Above

\$108,807.53 \$119,688.28

\$101,046.40

\$100,090.56

\$43.6467	\$45.8290	\$48.1205	Hourly
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Current

Fire Marshal/Inspector	\$65,102.18	\$68,357.29	\$71,775.15	\$75,363.91
	\$5,425.18	\$5,696.44	\$5,981.26	\$6,280.33
	\$31.2991	\$32.8641	\$34.5073	\$36.2326

Proposed? (What Hill is Making at Top Step)

Fire Marshal/Inspector	\$88,693.00	\$93,127.65	\$97,784.03	\$102,673.23
	\$7,391.08	\$7,760.64	\$8,148.67	\$8,556.10
	\$42.6409	\$44.7729	\$47.0116	\$49.3621

	Contracted	In House	Starting	Top
City of Chico		x	\$93,475.20	128,835.20
City of Corning		x	\$103,236	\$126,744
City of Gridley	x		Outsourced to Cal Fire	
City of Marysville		x	\$75,724.67	\$83,297.13
City of Redbluff		x	\$99,166.00	\$112,524.62
Yuba City		x	\$122, 283.20	\$148,636.80
County of Butte	x		Outsourced to Cal Fire	
County of Glenn			Does not have Fire Marshal	
Town of Paradise		x	\$154,273.00	170,000.00

Starting Step Average
\$108,984.41

Top Step Average
\$128,658.75

\$79,132.11	\$83,088.71	\$87,243.15	\$91,605.30	Annual
\$6,594.34	\$6,924.06	\$7,270.26	\$7,633.78	Monthly
\$38.0443	\$39.9465	\$41.9438	\$44.0410	Hourly

\$107,806.90	\$113,197.24	\$118,857.10	\$124,799.96	Annual
\$8,983.91	\$9,433.10	\$9,904.76	\$10,400.00	Monthly
\$51.8302	\$54.4218	\$57.1428	\$60.0000	Hourly

\$33,194.65

Notes		
Fire chief does Fire Marshal duties		
Fire Engineer to conducts Fire Marshal Duties		

Lead Equipment Mechanic	\$56,137.06	\$58,943.91	\$61,891.11	\$64,985.66	\$68,234.95	\$71,646.69	\$75,229.03	\$78,990.48	Annual
	\$4,678.09	\$4,911.99	\$5,157.59	\$5,415.47	\$5,686.25	\$5,970.56	\$6,269.09	\$6,582.54	Monthly
	\$26.9890	\$28.3384	\$29.7553	\$31.2431	\$32.8053	\$34.4455	\$36.1678	\$37.9762	Hourly

Equipment Mechanic II	\$51,681.80	\$54,265.89	\$56,979.18	\$59,828.14	\$62,819.55	\$65,960.53	\$69,258.55	\$72,721.48	Annual
	\$4,306.82	\$4,522.16	\$4,748.27	\$4,985.68	\$5,234.96	\$5,496.71	\$5,771.55	\$6,060.12	Monthly
	\$24.8470	\$26.0894	\$27.3938	\$28.7635	\$30.2017	\$31.7118	\$33.2974	\$34.9623	Hourly

Equipment Mechanic I	\$47,226.53	\$49,587.86	\$52,067.25	\$54,670.61	\$57,404.14	\$60,274.35	\$63,288.07	\$66,452.47	Annual
	\$3,935.54	\$4,132.32	\$4,338.94	\$4,555.88	\$4,783.68	\$5,022.86	\$5,274.01	\$5,537.71	Monthly
	\$22.7051	\$23.8403	\$25.0323	\$26.2839	\$27.5981	\$28.9781	\$30.4270	\$31.9483	Hourly



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: ALYSSA STUTZ, PUBLIC WORKS DIRECTOR

RE: FEE WAIVER FOR MUSEUM TRICK OR TREAT EVENT

DATE: OCTOBER 7, 2025

SUMMARY

The City Council shall consider approving free admission to City Museums during the Halloween Trick or Treat event on Friday, October 31, 2025.

DISCUSSION

The City of Oroville Museums are an important part of our community's cultural and historical identity. Each year, the Halloween Trick or Treat event, which is sponsored by the Docents Association draws families to the museums to enjoy festive, safe, and family-friendly activities.

To encourage participation and highlight Oroville's historic resources, staff are requesting a one-day admission fee waiver for the following City Museums: the C.F. Lott Home, Pioneer Museum, and the Chinese Temple on October 31, 2025. This will allow families to experience the museums as part of their evening activities, further strengthening community connections and appreciation of local history.

The City has offered free admission for this event in previous years, as well other community-wide events such as the Salmon Festival. These efforts have proven successful in introducing new audiences to the museums, fostering repeat visitation, and supporting long-term educational goals.

FISCAL IMPACT

Estimated loss of total admission fees between \$50 and \$75 based on a typical Friday attendance. The modest fiscal impact is offset by the significant exposure, increased attendance, and long-term community and tourism benefits.

ACTION REQUESTED -

WAIVE MUSEUM ADMISSION FEES FOR ALL PARTICIPATING CITY MUSEUMS ON OCTOBER 31, 2025, IN SUPPORT OF THE HALLOWEEN TRICK OR TREAT EVENT.

ATTACHMENTS

None



**September 16, 2025
REGULAR MEETING
MINUTES**

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The City Council held a Closed Session on the following:

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

OPEN SESSION

1. Announcement from Closed Session – Council directed staff to redact the MRG Report and release it to those who request it. No other reportable action(s) taken.
2. Pledge of Allegiance – Led by Council Member Goodson
3. Adoption of Agenda –

Motioned by: Vice Mayor Smith

Seconded by: Council Member Goodson

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

NOES: None

ABSENT: None

ABSTAINED: None

PRESENTATIONS AND PROCLAMATIONS

1. **PRESENTATION FROM HOMESERVE USA FOR UTILITY SERVICE LINE PROTECTION PROGRAM**

The City Council received a presentation from HomeServe USA for a voluntary Service Line Protection Program. The City Council accepted this presentation as information.

2. SWEARING IN OF NEW OFFICERS WITHIN THE OROVILLE POLICE DEPARTMENT

The City Council received a presentation from Chief of Police, Jason Wines, swearing in and acknowledging new officers and recently promoted personnel within the Oroville Police Department.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Alexis Thacker (self pulled comment card – did not speak), Loni Lind, Bill Speer, and The CameraMan.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports –

Vice Mayor Smith: Reminded the public that there will be a Feather River clean up event held by the Feather River Recreation and Park District (FRRPD) on Sunday, September 21, 2025. Interested individuals may sign up online at the FRRPD website. He also reminded the public of the upcoming Salmon Festival to happen the weekend of September 27th, 2025.

Mayor Pittman: Announced that a 12 unit apartment complex in Paradise had a grand opening event. The apartments have been named after Ed Mayer and will be known as the “Mayer Commons.”

2. Administration Reports

Brian Ring, City Administrator/City Clerk: Reported that the Hwy 162 Gas line project repair work should be completed and repaired by the end of the night. Alyssa Stutz, Tim Kaber, and Mr. Ring met with the Butte County Association of Governments (BCAG) to maintain a good relationship with them. 800,000 dollars have recently been received from BCAG for the Table Mountain and Washington Avenue project.

Amy Bergstrand, Director of Housing Development and Business Assistance: Esperanza Village has 3 people joining soon. 5 additional guests ti go into the pallet shelter. Case management has been assisting these individuals with getting job interviews, etc. 4-6 individuals appear to be using Esperanza Village nightly.

Ron Belser, Director of Code Enforcement: Reported that he and his staff will be taking part in the Feather River Clean Up event happening on the 21st. There are a couple of evictions and property clean ups that his department is working to complete. Municipal Law Enforcement Officers and Code Enforcement staff were going to be issuing notices to the encampments along the levy/river. The encampments will be cleaned and vacated by the weekend of the 27th, in time for the Salmon Festival event.

Alyssa Stutz, Director of Public Works: Reported that PW staff have been getting the City ready for the upcoming Salmon Festival.

CONSENT CALENDAR

Consent calendar **items 1, 4-9** were adopted in one action by the Council.

Motioned by: Council Member Goodson

Seconded by: Council Member Johnstone

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

NOES: None

ABSENT: None

ABSTAINED: None

1. REQUEST TO OPERATE BUSINESS OUT OF RESIDENCE

The City Council approved allowing Henry Carlson, who resides at 205 Windward Way, to operate a business out of his residence.

2. REQUEST TO WAIVE SPECIAL EVENT FEES FOR DWR FLOATING CLASSROOMS

The City Council approved the waiver of Special Event Fees for the Feather River Floating Classroom Program and authorized the use of Bedrock Park as the program's take-out location, with temporary placement of no parking signs coordinated to maintain ADA access by the following vote:

Motioned by: Council Member Goodson

Seconded by: Council Member Johnstone

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

NOES: None

ABSENT: None

RECUSED: Vice Mayor Smith

3. FEE WAIVER FOR MUSEUMS DURING SALMON FESTIVAL 2025

The City Council approved free admission to City Museums during the Salmon Festival on Saturday, September 27, 2025 by the following vote:

Motioned by: Council Member Goodson

Seconded by: Council Member Johnstone

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

NOES: None

ABSENT: None

RECUSED: Vice Mayor Smith

4. FEE WAIVER REQUEST BY THE OROVILLE HMONG NEW YEAR FESTIVAL COMMITTEE

The City Council approved a fee waiver request from the Oroville Hmong New Year Festival Committee, in the amount of \$6,084, for Police Services relating to the 2025 Oroville Hmong New Year Festival, to be held October 11th and 12th at the Nelson Avenue Sports Complex.

5. AGREEMENT FOR PROFESSIONAL SERVICES WITH LAGOM TEA INFUSIONS FOR FIVE SEASONAL TEA EVENTS TO BE HELD AT THE LOTT HOME AND CHINESE TEMPLE

The City Council approved an agreement for professional services between the City of Oroville and Lagom Tea Infusions to provide five seasonal tea education programs in collaboration with the City's museums at the Lott House and Chinese Temple.

6. ADOPTION OF ADA COMPLAINT PROCEDURE

The City Council adopted the proposed City of Oroville ADA Complaint Procedure.

7. CITY HALL CAMERA SYSTEM

The City Council approved a contract with Tec-Com Low Voltage Solutions, Inc. for a camera surveillance system for City Hall in the amount of \$45,135.00.

8. AUTHORIZATION TO PAY GOLDEN STATE FIRE FOR THE PURCHASE OF ONE PIERCE TYPE 1 FIRE ENGINE AND ONE PIERCE AERIAL LADDER TRUCK

The City Council authorized the payment of \$2,904,367.12 to Golden State Fire for the purchase of one Pierce Type 1 Fire Engine and one Pierce Aerial ladder truck.

9. APPROVAL OF 09.02.2025 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall approved the regular meeting minutes from the 09.02.2025 City Council meeting.

REGULAR BUSINESS

10. RECOMMENDATION FOR APPOINTMENT OF DACOTA QUINN TO THE OROVILLE PARK COMMISSION

The City Council appointed Dakota Quinn to serve on the Oroville Park Commission with a term of September 16, 2025 – September 16, 2030 by the following vote:

Motioned by: Council Member Goodson

Seconded by: Council Member Thomson

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

NOES: None

ABSENT: None

ABSTAINED: None

11. AGREEMENT WITH COMCATE FOR CODE ENFORCEMENT SOFTWARE

The City Council approved Agreement No. 3567 with Comcate to provide Code Enforcement Software by the following vote:

Motioned by: Council Member Webber

Seconded by: Vice Mayor Smith

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

NOES: None

ABSENT: None

ABSTAINED: None

12. UPDATE ON DESIGN PROCESS AT 655 CAL OAK, NEW CORP YARD

The City Council received a presentation on design progress for the new City of Oroville Corporation Yard and accepted it for information.

13. NAACP BUTTE COUNTY 5TH ANNUAL INVITATION AND REQUEST TO PURCHASE TABLE

The City Council approved the purchase of a table to attend the 4th Annual NAACP Dinner for \$750.00 by the following vote:

Motioned by: Council Member Goodson

Seconded by: Council Member Johnstone

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

NOES: None

ABSENT: None

RECUSED: Council Member Goodson

PUBLIC HEARINGS

14. 5:00PM - APPEAL OF THE JULY 24, 2025, DECISION OF THE OROVILLE PLANNING COMMISSION TO DENY CONDITIONAL USE PERMIT UP25-11 FOR AN AEGIS TREATMENT CENTER OUTPATIENT MEDICAL SERVICES FACILITY AT 1121 ORO DAM BOULEVARD EAST (APN 035-260-011)

Public Hearing opened at 5:10PM; Public Hearing closed at 6:10PM

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

Valarie Hollars, Dr. Michael Waring (self-pulled comment card, did not speak), Cathy Koko, Clara Smith, Nathan, Laura Fillmore, Natalie Sheard, The Cameraman, And Loren Gill.

The City Council conducted a public hearing and considered an appeal of the Oroville Planning Commission's July 24, 2025, decision to deny Use Permit UP25-11 for an outpatient treatment center at 1121 Oro Dam Blvd East. The City Council voted to adopt Resolution No. 9407 - Denying The Appeal and Upholding the Planning Commission's Denial Of Use Permit Up25-11. They directed staff to work with the applicant to find a new location and re-apply without prejudice by the following vote:

Motioned by: Council Member Reynolds

Seconded by: Council Member Webber

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

NOES: None

ABSENT: None

ABSTAINED: None

15. 5:15PM - PUBLIC HEARING REGARDING VOTER APPROVED CHANGES TO CITY CHARTER

Public Hearing opened at 6:15PM; Public Hearing closed at 6:20PM

On April 16, 2024 the Council directed staff to put proposed changes to the City Charter, on the November 5, 2024 ballot. Measure M was approved at that election by voters – Streamlining Provisions and Making Corrections, Including Merging Required Departments Into a Single Article and Making Clerical Changes. Council will held a public hearing and approved the proposed changes to be incorporated into the Charter pursuant to the passing of Measure M. Staff was directed to bring this item back for adoption on October 7, 2025.

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 – The concept of a Healthcare District/Services Zone in our Zoning Code.
2. Correspondence
 - i. **Business Assistance and Housing Development Monthly Report – August 2025**
 - ii. **City of Oroville Fire Department Report - August 2025**

ADJOURN THE MEETING

The meeting was adjourned at 7:42PM.

Brian Ring, City Clerk

David Pittman, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: AMENDMENT TO LEASE / OPERATING AGREEMENT FOR THE
OROVILLE CONVENTION CENTER BETWEEN THE CITY OF
OROVILLE AND FEATHER RIVER RECREATION AND PARK
DISTRICT**

DATE: OCTOBER 7, 2025

SUMMARY

The City Council shall consider an amendment to lease / operating agreement #3516 with Feather River Recreation and Park District for the lease and operation of the Municipal Auditorium.

DISCUSSION

The City entered into an agreement with Feather River Recreation and Park District (FRRPD), to lease the Oroville Convention Center and operate / manage the facility (including facility rentals) effective September 1, 2024. This arrangement has worked out well for FRRPD as well as the YMCA. YMCA is partnering with FRRPD and continue to operate programs out of the facility. FRRPD has requested an extension of the one-year lease, consistent with the language in agreement.

This proposed agreement amendment will modify the Base Rent section of the agreement, increasing the rent by 3% from \$2,500/month to \$2,575/month. All other terms in the agreement shall remain the same.

FISCAL IMPACT

The City will realize general fund revenue of \$30,900 in the following twelve months of the agreement and also continue see savings in facility insurance (approximately \$33,000) and utility costs no longer being paid for by City.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9411 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXCUTE AN AMENDMENT TO THE EXCLUSIVE OPERATING / LEASE AGREEMENT WITH FEATHER RIVER RECREATION AND PARK DISTRICT FOR THE OPERATION OF THE CONVENTION CENTER LOCATED AT 1200 MYERST STREET, OROVILLE – (AGREEMENT NO. 3516).

ATTACHMENTS:

Resolution No.9411
Amendment No. 1 to Agreement No. 3516
Agreement No. 3516

**CITY OF OROVILLE
RESOLUTION NO. 9411**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EXCLUSIVE OPERATING / LEASE AGREEMENT WITH FEATHER RIVER RECREATION AND PARK DISTRICT FOR THE OPERATION OF THE CONVENTION CENTER LOCATED AT 1200 MYERST STREET, OROVILLE

(Agreement No. 3516)

NOW THEREFORE, be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an amendment to the exclusive operating / lease agreement with Feather River Recreation and Park District for the operation of the Convention Cener located at 1200 Myers Street, Oroville.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a special meeting on October 7, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Dave Ritchie, Asst. City Attorney

Kayla Reaster, Assistant City Clerk

AMENDMENT TO EXCLUSIVE OPERATING / LEASE
 AGREEMENT 3516 WITH FEATHER RIVER RECREATION AND
 PARK DISTRICT FOR THE OPERATION OF THE CONVENTION
 CENTER LOCATED AT 1200 MYERST STREET, OROVILLE
 (Agreement No. 3516-1)

This first amendment, dated October 7, 2025, is to Agreement No. 3516 between the City of Oroville ("Lessor") and Feather River Recreation and Parks District ("Lessee").

In consideration of the terms and conditions herein, Lessor and Lessee agree that Agreement No.3516 be amended as follows:

1. Renew a one-year term effective October 1, 2025 through September 30, 2026, with an option for three additional one year renewals; and
2. Base Rent section of agreement shall be amended to be \$2,575/month, effective October 1, 2025.

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 amendment to be executed on the date first written above.

CITY OF OROVILLE

 David Pittman, Mayor

 Brian Wilson
 Feather River Recreation and Parks
 District

APPROVED AS TO FORM:

 Dave Ritchie, Asst. City Attorney

**CITY OF OROVILLE
RESOLUTION NO. 9296**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EXCLUSIVE OPERATING / LEASE AGREEMENT WITH FEATHER RIVER RECREATION AND PARK DISTRICT FOR THE OPERATION OF THE CONVENTION CENTER LOCATED AT 1200 MYERST STREET, OROVILLE

(Agreement No. 3516)

NOW THEREFORE, be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an exclusive operating / lease agreement with Feather River Recreation and Park District for the operation of the Convention Center located at 1200 Myers Street, Oroville.
2. The City Clerk shall attest to the adoption of this Resolution.

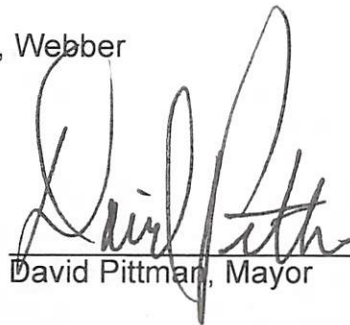
PASSED AND ADOPTED by the Oroville City Council at a special meeting on August 6, 2024, by the following vote:

AYES: Council Member Goodson, Johnstone, Vice Mayor Smith, Mayor Pittman

NOES:

ABSTAIN:

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


David Pittman, Mayor

APPROVED AS TO FORM:


Scott E. Huber, City Attorney

ATTEST:


Kayla Reaster, Assistant City Clerk

**CITY OF OROVILLE PUBLIC FACILITY
EXCLUSIVE OPERATING AND LEASE AGREEMENT**

Agreement #3516

THIS EXCLUSIVE OPERATING AND LEASE AGREEMENT is made this 6th day of August, 2024, between the City of Oroville ("Landlord"), and The Feather River Recreation and Parks District ("Tenant"), effective September 1, 2024.

BUSINESS TERMS

Landlord:	CITY OF OROVILLE
Tenant:	FEATHER RIVER RECREATION AND PARKS DISCTRICT (FRRPD)
Premises:	1200 Myers Street
Permitted Use:	Mixed Use Commercial
Current Zoning:	CI - Limited Commercial
Term:	One year plus an option to renew for four consecutive one-year terms, effective September 1, 2024.
Renewal Option:	The renewal option may be subject to a rate adjustment to be determined before the end of the first one-year period. The first year of this amended agreement is a joint effort of the Landlord and the Tenant to determine the viability of this endeavor.
Base Rent:	Beginning in year one of the agreement the rent will be \$2,500 / month. Future rent to be reconsidered on an annual basis through a collaboration between Landlord and Tenant staff. Rent will be determined by mutual agreement and based upon net revenue generated as a result of the use of this facility and market conditions. Initial rent review will be conducted in August 2025. Tenant is to assume cost of all utilities and have accounts put in tenant's name / separate from Lessee, pay for all taxes and insurances required for program activities and general liability for the building and property.

Security Deposit:	Security Deposit of \$2,500 is held to mitigate damage that may result to the Premise from business operations. Deposit is returned in full with no interest when Premise has been vacated and inspected by the City of Oroville to assess its condition.
Rent Commencement:	Rent, as subject to Paragraph 4, shall commence on the first date of occupancy, prorated if that date should not be on the first day of the month when first occupied. Payments to be made on the first day of each month through the term of this lease and any extensions.
Condition of Premises:	The Landlord is to provide Tenant the Premises in its "as is" condition. Tenant is willing to take the Premises in "as is" condition subject to conducting a thorough assessment of the condition of the Premises by Tenant. Any improvements by Tenant shall be at Tenant's sole cost and expense. A Tenant Improvement Plan shall be submitted to the City and approved prior to work being performed.
Maintenance	Tenant assumes responsibility for all regular maintenance (such as cleaning, recurring maintenance of mechanical systems, replacement of lightbulbs, clearing drains, minor plumbing repairs, etc.), and Landlord will have the responsibility of replacement of major components that are found to be non-operational or excessively problematic (mechanical systems, roof repairs or replacement, major plumbing issues requiring replacement of system elements, etc.).
Building Signage:	Signage shall be in conformance with the Zoning Code, sign regulations, and approved by Landlord prior to installation or placement per section 12 of this agreement. All signage shall be at the Tenant's expense.

1. **Granting Clause.** In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other Terms, covenants, and conditions hereof, Landlord leases to Tenant, and Tenant takes from Landlord, the Premises, to have and to hold for the Lease Term, subject to the Terms, covenants and conditions of this Lease.

2. **Acceptance of Premises.** Tenant shall accept the Premises in its condition as of the Commencement Date, subject to all applicable laws, ordinances, regulations, covenants, and restrictions. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. In no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken except for items that are Landlord's responsibility, including items relating to unrepaired fire damage.

3. **Use.** The Premises shall be used only for the purpose of providing activities consistent with current activities provided by Tenant, and Tenant shall work with YMCA to lease portions of the facility to the YMCA as agreed upon by each party. Such agreement to remain separate from this agreement between Landlord and Tenant. The facility will primarily be used for, but not limited to, physical exercise activities for all ages. The facility will be utilized for all activities that will enhance the quality of life for all the citizens of the City of Oroville. Tenant will use the Premises in a careful, safe, and proper manner and will not commit waste, overload the floor or structure of the Premises, or subject the Premises to use that would damage the Premises. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Landlord or any tenants of the Premises. Tenant, at its sole expense, shall use and occupy the Premises in compliance with all laws, including, without limitation, the Americans with Disabilities Act, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises (collectively, "Legal Requirements") unless such Legal Requirements are met due to their "grandfathered" nature. Tenant shall, at its expense, make any alterations or modifications, within or without the Premises, that are required by Legal Requirements related to Tenant's use or occupation of the Premises unless such Legal Requirements are met due to their "grandfathered" nature. Tenant must receive Landlord's written authorization and approval for all alteration or modifications to the Premises. Tenant is responsible for compliance with all Americans with Disabilities requirement related to tenants programing and uses. Landlord is responsible for American with Disabilities requirements related to structural changes as required by law and not met due to a "Grandfathered" exception.

Additionally, the premises will continue to be used for the purposes of private events held by interested parties. Tenant shall act as manager and event

coordinator of all such events and accommodate the public for use of premises to the degree that such events are not in conflict with regularly scheduled programs and activities hosted by Tenant. Tenant shall set costs for facility rentals that will both encourage use of the facility and appropriate insurance, while covering all associated costs of Tenant to provide such services. Tenant shall be responsible for collecting deposits and returning such deposits once satisfactory clean-up or repairs have been confirmed. That relationship between Tenant and event promoter shall be between such parties and Landlord shall not be attached to such agreement in any form, nor shall Landlord bear any responsibility for actions of such events.

4. **Base Rent.** All payments required to be made by Tenant to Landlord hereunder (or to such other party as Landlord may from time to time specify in writing) shall be made by check of immediately available funds before 4:00 p.m., Pacific Time, at City of Oroville, Finance Department, 1735 Montgomery Street, Oroville, California, 95965, or as Landlord may from time to time designate to Tenant in writing. The obligation of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any rent due hereunder except as maybe expressly provide in this lease. If Tenant is delinquent in any monthly installment of Base Rent for more than 15 business days, Tenant shall pay to Landlord on demand a late charge equal to 5 percent of such delinquent sum. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as a penalty.

5. **Security Deposit.** Tenant shall deposit with Landlord the sum of \$2,500. The security deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions to be performed by Tenant. The security deposit shall not be assigned, transferred, or encumbered by Tenant, and any attempt to do so shall not be binding upon Landlord. If, at any time during the Term of this Lease, any rent or portion of any rent payable by Tenant to Landlord shall not be timely paid, then, Landlord may, at its option (but shall not be required to), appropriate and apply any portion of the security deposit to the payment of such overdue rent. Under no circumstances shall Tenant apply the security deposit as Rent for the final months of the Lease. In the event of the failure of Tenant to keep and perform any of the Terms, covenants and conditions of this Lease to be kept and performed by Tenant, then, at the option of Landlord, Landlord may (but shall not be required to) appropriate and apply the security deposit, or so much so as may be necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such default on the part of Tenant. Should the entire security deposit, or any portion thereof, be appropriated and applied by Landlord for the purposes set forth herein, or for any other lawful purpose, then Tenant shall, within 10 days after written demand by Landlord, deliver to Landlord a sufficient sum in cash to restore the security deposit to the original sum of the security deposit. Landlord shall not be obligated to keep the security deposit in a separate fund but may commingle the security deposit with its own funds. The failure of the Tenant to maintain the security deposit in the initial amount as stated above shall constitute a failure to pay rent and shall carry with it the consequences

set forth in this Lease for failure to pay rent. Upon expiration of the Lease, the security deposit, if not applied toward the payment of Rent in arrears or toward the payment of damages suffered by Landlord by reason of Tenant's breach of this Lease, is to be returned to Tenant without interest, but in no event shall the security deposit be returned until Tenant has vacated the Leased Premises, delivered possession thereof to Landlord, and fully satisfied Tenant's obligations under this Lease.

6. **Utilities.** Tenant has obligation to pay for all utilities at the Convention Center, including but not limited to: electricity, gas, water, sanitation, security, phone, cable, and internet services required for the operations of parks and recreation programs and activities. Tenant shall put all utilities in tenant's name.

7. **Taxes.** If any such tax or excise is levied or assessed directly against Tenant, including but not limited to possessory tax, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant.

8. **Insurance.** Landlord shall maintain all risk insurance covering risk property insurance and the full replacement cost of the building and may (insurance premium cost to be reimbursed by Tenant), but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, commercial liability insurance and rent loss insurance. The Premise or Building may be included in a blanket policy (in which case the cost of such insurance allocable to the Premise or Building will be determined by Landlord based upon the insurer's cost calculations). Tenant shall also reimburse Landlord for any increased premiums or additional insurance which Landlord reasonably deems necessary because of Tenant's use of the Premises. Should there be a property claim through the Landlord's property insurance, the Landlord shall pay applicable deductibles, with the exception of matters where the matter was triggered by negligence of the Tenant or matters which arise from private party facility rentals. For those matters, the applicable deductible shall be a responsibility of the Tenant.

Tenant, at its expense, shall maintain during the Lease Term: all risk property insurance covering the full replacement cost of all property and improvements installed or placed in the Premises by Tenant at Tenant's expense; workers' compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; and commercial liability insurance, with a minimum limit of \$1,000,000 per occurrence and a minimum umbrella limit of \$1,000,000, for a total minimum combined general liability and umbrella limit of \$2,000,000 (together with such additional umbrella coverage as Landlord may reasonably require) for property damage, personal injuries, or deaths of persons occurring in or about the Premises. Landlord may from time to time require reasonable increases in any such limits. The commercial liability policies shall name Landlord as an additional insured, insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to Landlord, not be cancelable unless 30 days' prior

written notice shall have been given to Landlord, contain a hostile fire endorsement and a contractual liability endorsement and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). SUCH POLICIES OR CERTIFICATES THEREOF SHALL BE DELIVERED TO LANDLORD BY TENANT UPON COMMENCEMENT OF THE LEASE TERM AND UPON EACH RENEWAL OF SAID INSURANCE.

The all-risk property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, their officers, directors, employees, managers, agents, invitees, and contractors, in connection with any loss or damage thereby insured against. Neither party nor its officers, directors, employees, managers, agents, invitees, or contractors shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a party to insure its property shall not void this waiver. Landlord and its agents, employees and contractors shall not be liable for, and Tenant hereby waives all claims against such parties for, business interruption and losses occasioned thereby sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises from any cause whatsoever, including without limitation, damage caused in whole or in part, directly or indirectly, by the negligence of Landlord or its agents, employees or contractors.

9. Construction Allowance. None.

10. Landlord's Repairs. Landlord shall maintain, at its expense, the structural soundness of the roof, foundation, and exterior walls of the building in good repair. Reasonable wear and tear and uninsured losses and damages caused by Tenant, its agents and contractors excluded. The term "walls" as used in this Paragraph shall not include windows, glass or plate glass, doors or overhead doors, special store fronts, or office entries. Tenant shall promptly give Landlord written notice of any repair required by Landlord, after which Landlord shall have a reasonable opportunity to repair.

11. Tenant-Made Alterations and Trade Fixtures. Any alterations, additions, or improvements made by or on behalf of the Tenant to the Premises ("Tenant-Made Alterations") shall be subject to Landlord's prior written consent and at the expense of the tenant.

12. Signs. Tenant shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent. Upon surrender or vacation of the Premises, Tenant shall have removed all signs and repair, paint, and/or replace the building facia surface to which its signs are attached. Tenant shall

obtain all applicable governmental permits and approvals for sign and exterior treatments. All signs, decorations, advertising media, blinds, draperies and other window treatment or bars or other security installations visible from outside the Premises shall be subject to Landlord's approval and conform in all respects to Landlord's requirements.

13. **Parking.** Off-street parking is provided by Landlord. Public parking is available to Tenant in City owned parking lots located near Premises.

14. **Restoration.** If at any time during the Lease Term the Premises are damaged by a fire or other casualty, Landlord shall notify Tenant within 60 days after such damage as to the amount of time Landlord reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed 6 months, either Landlord or Tenant may elect to terminate this Lease upon notice to the other party given no later than 30 days after Landlord's notice. If neither party elects to terminate this Lease or if Landlord estimates that restoration will take 6 months or less, then, subject to receipt of sufficient insurance proceeds, Landlord shall promptly restore the Premises excluding the improvements installed by Tenant or by Landlord and paid by Tenant, subject to delays arising from the collection of insurance proceeds or from Force Majeure events. Tenant at Tenant's expense shall promptly perform, subject to delays arising from the collection of insurance proceeds, or from Force Majeure events, all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, either party may terminate this Lease if the Premises are damaged during the last year of the Lease Term and Landlord reasonably estimates that it will take more than one month to repair such damage. Base Rent and Operating Expenses shall be abated for the period of repair and restoration in the proportion which the area of the Premises, if any, which is not usable by Tenant bears to the total area of the Premises. Such abatement shall be the sole remedy of Tenant, and except as provided herein, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

15. **Condemnation.** If any part of the Premises should be taken for any public or quasi- public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the Taking would prevent or materially interfere with Tenant's use of the Premises or in Landlord's judgment would materially interfere with or impair its ownership or operation of the Premise, then upon written notice by Landlord this Lease shall terminate and Base Rent shall be apportioned as of said date. If part of the Premises shall be Taken, and this Lease is not terminated as provided above, the Base Rent payable hereunder during the unexpired Lease Term shall be reduced to such extent as may be fair and reasonable under the circumstances. In the event of any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's Trade Fixtures, if a separate award for such items is made to Tenant.

16. Assignment and Subletting. Without Landlord's prior written consent, which Landlord shall not unreasonably withhold, Tenant shall not assign this lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate *its* leasehold interest or grant any concession or license within the Premises and any attempt to do any of the foregoing shall be void and of no effect. For purposes of this paragraph, a transfer of the ownership interests resulting in a change of control of Tenant shall be deemed an assignment of this Lease. Tenant shall reimburse Landlord for all of Landlord's reasonable out-of-pocket expenses in connection with any assignment or sublease. Upon Landlord's receipt of Tenant's written notice of a desire to assign or sublet the Premises, or any part thereof (other than to a Tenant Affiliate), Landlord may, by giving written notice to Tenant within 15 days after receipt of Tenant's notice, terminate this Lease with respect to the space described in Tenant's notice, as of the date specified in Tenant's notice for the commencement of the proposed assignment or sublease. If Landlord so terminates the Lease, Landlord may enter into a lease directly with the proposed sublessee or assignee. Tenant may withdraw its notice to sublease or assign by notifying Landlord within 10 days after Landlord has given Tenant notice of such termination, in which case the Lease shall not terminate but shall continue.

It shall be reasonable for the Landlord to withhold its consent to any assignment or sublease in any of the following instances: (i) an Event of Default has occurred and is continuing that would not be cured upon the proposed sublease or assignment; (ii) the assignee or sublessee does not have a net worth which is consistent with net worth of other tenant's which Landlord is entering into leases with in the Premise; (iii) the intended use of the Premises by the assignee or sublessee is not consistent with the use provision herein; (iv) occupancy of the Premises by the assignee or sublessee would, in Landlord's opinion, violate an agreement binding upon Landlord with regard to the identity of tenants, usage in the Premise, or similar matters; (v) the identity or business reputation of the assignee or sublessee will, in the good faith judgment of Landlord, tend to damage the goodwill or reputation of the Premise; (vi) the assignment or sublet is to another tenant in the Premises and is at rates which are below those charged by Landlord for comparable space in the Premises and Landlord has space available in the Premises to accommodate the tenant's needs; (vii) in the case of a sublease, the subtenant has not acknowledged that the Lease controls over any inconsistent provision in the sublease; (viii) the proposed assignee or sublessee is a governmental agency; or (ix) there is vacant space in the Premises suitable for lease to the proposed sublessee or assignee. Tenant and Landlord acknowledge that each of the foregoing criteria are reasonable as of the date of execution of this Lease. The foregoing criteria shall not exclude any other reasonable basis for Landlord to refuse its consent to such assignment or sublease. Any approved assignment or sublease shall be expressly subject to the terms and conditions of this Lease. Tenant shall provide to Landlord all information concerning the assignee or sublessee as Landlord may request.

Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of Tenant's other obligations under this Lease (regardless of whether Landlord's approval has been obtained for any such assignments or subletting's). In the event

that the rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration therefor or incident thereto) exceeds the rental payable under this Lease, then Tenant shall be bound and obligated to pay Landlord as additional rent hereunder fifty percent (50%) of such excess rental and other excess consideration ("Profit") within 10 days following receipt of each month's Profit thereof by Tenant. Profit shall be further defined to take into consideration all of Tenant's costs in any assignment of subletting including but not limited to real estate commissions, legal fees, marketing costs, any improvement allowance or other economic concession (planning allowance, moving expenses, etc.), paid by Tenant to sublessee or assignee.

If this Lease be assigned or if the Premises be subleased (whether in whole or in part) or in the event of the mortgage, pledge, or hypothecation of Tenant's leasehold interest or grant of any concession or license within the Premises or if the Premises be occupied in whole or in part by anyone other than Tenant, then upon a default by Tenant hereunder Landlord may collect rent from the assignee, sublessee, mortgagee, pledgee, party to whom the leasehold interest was hypothecated, concessionee or licensee or other occupant and, except to the extent set forth in the preceding paragraph, apply the amount collected to the next rent payable hereunder; and all such rentals collected by Tenant shall be held in trust for Landlord and immediately forwarded to Landlord. No such transaction or collection of rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder.

17. **Indemnification.** Except for the negligence of Landlord, its agents, employees or contractors, and to the extent permitted by law, Tenant agrees to indemnify, defend and hold harmless Landlord, and Landlord's agents, employees and contractors, from and against any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Premise and arising from the use and occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or due to any other act or omission of Tenant, its subtenants, assignees, invitees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's obligations.

18. **Inspection and Access.** Landlord and its agents, representatives, and contractors may enter the Premises with prior notice at any reasonable time to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease and for any other business purpose. Landlord and Landlord's representatives may enter the Premises during business hours for the purpose of showing the Premises to prospective purchasers and, during the last 4 months of the Lease Term, to prospective tenants. Landlord may erect or post a suitable sign on the Premises stating the Premises are available to let. Landlord may grant easements, make public dedications, designate common areas and create

restrictions on or about the premises, provided that no such easement, dedication, designation or restriction materially interferes with Tenant's use or occupancy of the Premises. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications or restrictions.

19. **Quiet Enjoyment.** If Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Lease Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord.

20. **Surrender.** Upon termination of the Lease Term or earlier Termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received, broom clean, ordinary wear and tear and casualty loss and condemnation. Any Trade Fixtures, Tenant-Made Alterations and property not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property. All obligations of Tenant hereunder not fully performed as of the termination of the Lease Term shall survive the termination of the Lease Term, including without limitation, indemnity obligations, payment obligations with respect to Operating Expenses and obligations concerning the condition and repair of the Premises.

21. **Holding Over.** If Tenant retains possession of the Premises after the termination of the Lease Term, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Landlord at any time, and all of the other Terms and provisions of this Lease (excluding any expansion or renewal option or other similar right or option) shall be applicable during such holdover period, except that Tenant shall pay Landlord from time to time, upon demand, as Base Rent for the holdover period, an amount equal to 150 percent the Base Rent in effect on the Termination date, computed on a monthly basis for each month or part thereof during such holding over. All other payments shall continue under the terms of this Lease. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided shall not be construed as consent for Tenant to retain possession of the Premises. "Possession of the Premises" shall continue until, among other things, Tenant has delivered all keys to the Premises to Landlord, Landlord has completed and total dominion and control over the Premises, and Tenant has completely fulfilled all obligations required of it upon termination of the Lease as set forth in this Lease, including, without limitation, those concerning the condition and repair of the Premises.

22. Events of Default. Each of the following events shall be an event of default ("Event of Default") by Tenant under this Lease:

Tenant shall fail to pay any installment of Base Rent or any other payment required herein when due, and such failure shall continue for a period of 30 business days from the date such payment was due.

Tenant or any guarantor or surety of Tenant's obligations hereunder shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within 60 days of its filing or entry; or (D) die or suffer a legal disability (if Tenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

Any insurance required to be maintained by the Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease.

Tenant shall not occupy or shall vacate the Premises or shall fail to continuously operate its business at the Premises for the permitted use set forth herein, whether or not Tenant is in monetary or other default under this Lease. Tenant's vacating of the Premises shall not constitute an Event of Default if, prior to vacating the Premises, Tenant has made arrangements reasonably acceptable to Landlord to (a) insure that Tenant's insurance for the Premises will not be voided or cancelled with respect to the Premises as a result of such vacancy, (b) insure that the Premises are secured and not subject to vandalism, and (c) insure that the Premises will be properly maintained after such vacation. Tenant shall inspect the Premises at least once each month and report monthly in writing to Landlord on the condition of the Premises.

There shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease.

Tenant shall fail to discharge any lien placed upon the Premises in violation of this Lease within 30 days after Tenant's receipt of notice of any such lien or encumbrance is filed against the Premises.

Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Paragraph 24, and except as otherwise expressly provided herein, such default shall continue for more than 30 days after Landlord shall have given Tenant written notice of such default.

23. **Landlord's Remedies.** Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may at any time thereafter at its election: terminate this Lease or Tenant's right of possession, (but Tenant shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity not to exceed 90 days after tenant has vacated premises. Upon the Termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to keep in place and use, or remove and store, all of the furniture, fixtures and equipment at the Premises.

Except as otherwise provided in the next paragraph, if Tenant breaches this Lease and abandons the Premises prior to the end of the term hereof, or if Tenant's right to possession is terminated by Landlord because of an Event of Default by Tenant under this Lease, this Lease shall terminate. Upon such termination, Landlord may recover from Tenant the following, as provided in Section 1951.2 of the Civil Code of California: (i) the worth at the time of award of the unpaid Base Rent and other charges under this Lease that had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the reasonable value of the unpaid Base Rent and other charges under this Lease which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award by which the reasonable value of the unpaid Base Rent and other charges under this Lease for the balance of the term of this Lease after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom. As used herein, the following terms are defined: (a) the "worth at the time of award" of the amounts referred to in Sections (i) and (ii) is computed by allowing interest at the lesser of 10 percent per annum or the maximum lawful rate. The "worth at the time of award" of the amount referred to in Section (iii) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent; (b) the "time of award" as used in clauses (i), (ii), and (iii) above is the date on which judgment is entered by a court of competent jurisdiction; (c) The "reasonable value" of the amount referred to in clause (ii) above is computed by determining the mathematical product of (1) the "reasonable annual rental value" (as defined herein) and (2) the number of years, including fractional parts thereof, between the date of termination and the time of award. The "reasonable value" of the amount referred to in clause (iii) is computed by determining the mathematical product of (1) the annual Base Rent and other charges under this Lease and (2) the number of years including fractional parts thereof remaining in the balance of the term of this Lease after the time of award.

Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover rent as it becomes due. This remedy is intended to be the remedy described in California Civil Code Section 1951.4 and the following provision from such Civil Code Section is hereby repeated: "The Lessor has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations)." Any such payments due Landlord shall be made upon demand therefor from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be affected only by the written agreement of Landlord and Tenant. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific Terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Premises, lease of less than the entire Premises to any tenant and leasing any or all other portions of the Premise before reletting the Premises). Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or collect rent due in respect of such reletting.

24. **Tenant's Remedies/Limitation of Liability.** Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within 15 days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 15 days, then after such period of time as is reasonably necessary). All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder. All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. The Term "Landlord" in this Lease shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership. Any liability of Landlord under this Lease shall be limited solely to its interest in the Premise, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

25. **Waiver of Jury Trial** TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

26. **Subordination.** This Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any mortgage, now existing or hereafter created on or against the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant. Tenant agrees, at the election of the holder of any such mortgage, to attorn to any such holder. Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confining such subordination and such instruments of atonement as shall be requested by any such holder. Notwithstanding the foregoing, any such holder may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution, delivery or recording and in that event such holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such mortgage and had been assigned to such holder. The term "mortgage" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "holder" of a mortgage shall be deemed to include the beneficiary under a deed of trust.

27. **Mechanic's Liens.** Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within 30 days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such 30-day period. Landlord may require tenant to provide to Landlord all documents to establish payment by Tenant for all work performed by third parties.

28. **Estoppel Certificates.** Tenant agrees, from time to time, within 10 days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any estoppel certificate requested by Landlord, stating that this Lease is in full force and effect, the date to which rent has been paid, that Landlord is not in default hereunder (or specifying in detail the nature of Landlord's default), the Termination date of this Lease and such other matters pertaining to this Lease as may be requested by Landlord. Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this Lease. No cure or grace period provided in this Lease shall apply to Tenant's obligations to timely deliver an estoppel certificate.

29. **Environmental Requirements.** Except for Hazardous Material contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on or from the Premises by Tenant, its agents, employees, contractors, subtenants or invitees. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. The Term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive

Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant, its agents, employees, contractors or invitees, and the wastes, byproducts, or residues generated, resulting, or produced therefrom.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses (including, without limitation, diminution in value of the Premises and loss of rental income from the Premise), claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the property or disturbed in breach of the requirements, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials for which Tenant is obligated to remediate as provided above or any other breach of the requirements by Tenant, its agents, employees, contractors, subtenants, assignees or invitees, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant shall survive any termination of this Lease.

Landlord shall have access to, and a right to perform inspections and tests of, the Premises to determine Tenant's compliance with Environmental Requirements, its obligations, or the environmental condition of the Premises. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal that Tenant has not complied with any Environmental Requirement, in which case Tenant shall reimburse Landlord for the reasonable cost of such inspection and tests. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant.

30. Rules and Regulations. Tenant shall, at all times during the Lease Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by Landlord covering use of the Premises. The current rules and regulations are attached hereto. In the event of any conflict between said rules and regulations and other provisions of this Lease, the other terms and provisions of this Lease shall control. Landlord shall not have any

liability or obligation for the breach of any rules or regulations by other tenants in the Premise.

31. **Security Service.** Tenant acknowledges and agrees that, while Landlord may patrol the Premise, Landlord is not providing any security services with respect to the Premises and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

32. **Force Majeure.** Landlord shall not be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Landlord ("Force Majeure").

33. **Entire Agreement.** This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

34. **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

35. **Brokers.** Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the broker, if any, set forth on the first page of this Lease, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

36. Miscellaneous.

- (a) Any payments or charges due from Tenant to Landlord hereunder shall be considered rent for all purposes of this Lease.
- (b) If and when included within the term "Tenant," as used in this instrument, there is more than one person, firm or corporation, each shall be jointly and severally liable for the obligations of Tenant.
- (c) All notices required or permitted to be given under this Lease shall be in writing and shall be sent by certified mail, return receipt requested, or by hand-delivery addressed to the parties at their addresses below, and with a copy sent to Landlord at City of Oroville, Attn: City Administrator, 1735 Montgomery Street, Oroville, California, 95965. Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery. Any issues regarding the safe use and operation of the facility as a result of a defect or damage to the facility shall be reported immediately to the Landlord or Landlord's representative either in person or by telephone.
- (d) Except as otherwise expressly provided in this Lease or as otherwise required by law, Landlord retains the absolute right to withhold any consent or approval.
- (e) The nominal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.
- (f) The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.
- (g) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.
- (h) Any amount not paid by Tenant within 15 days after its due date in accordance with the terms of this Lease shall bear interest from such due date until paid in full at the lesser of the highest rate permitted by applicable law or 10 percent per year. It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease.

If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(i) Construction and interpretation of this Lease shall be governed by the laws of the state in which the Premises is located, excluding any principles of conflicts of laws.

G) Time is of the essence as to the performance of Tenant's obligations under this Lease.

(k) All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. In the event of any conflict between such exhibits or addenda and the Terms of this Lease, such exhibits or addenda shall control.

(l) In the event either party hereto initiates litigation to enforce the terms and provisions of this Lease, the non-prevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees, filing fees, and court costs.

(n) In the event the total square footage and/or the footprint of the Leased Premises is modified by Landlord for purposes of practicality in compliance with any state or federal law, including but not limited to the Americans with Disabilities Act, Tenant agrees to accept such modifications without compensation. In the event Tenant reasonably believes such modifications prevent Tenant's Use of the Premises Tenant's sole remedy is to meet and confer with Landlord to seek voluntary modification of the Lease.

(o) Lessee shall have ability to use facility with advance notice to Tenant. Known annual events include Salmon Festival, Arbor Day and during election times. Additional events may include but are not limited: holiday events and/or department events (which would need to be coordinated in advance with Tenant).

37. Landlord's Lien/Security Interest.

If a lessee of real property breaches the lease and abandons the property before the end of the term or if his right to possession is terminated by the lessor because of a breach of the lease, the lease terminates. Upon such termination, the lessor may recover from the lessee:

- (1) The worth at the time of award of the unpaid rent which had been earned at the time of termination;
- (2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the lessee proves could have been reasonably avoided;
- (3) Subject to subdivision (c), the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds

the amount of such rental loss that the lessee proves could be reasonably avoided; and

(4) Any other amount necessary to compensate the lessor for all the detriment proximately caused by the lessee's failure to perform his obligations under the lease or which in the ordinary course of things would be likely to result therefrom.

(b) The "worth at the time of award" of the amounts referred to in paragraphs (1) and (2) of subdivision (a) is computed by allowing interest at such lawful rate as may be specified in the lease or, if no such rate is specified in the lease, at the legal rate. The worth at the time of award of the amount referred to in paragraph (3) of subdivision (a) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1 percent.

(c) The lessor may recover damages under paragraph (3) of subdivision (a) only if:

(1) The lease provides that the damages he may recover include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the lease, exceeds the amount of such rental loss for the same period that the lessee proves could be reasonably avoided; or

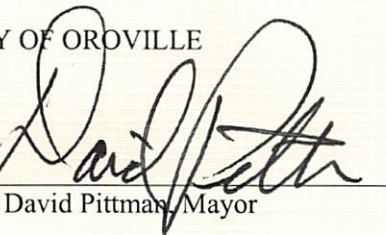
(2) The lessor relet the property prior to the time of award and proves that in reletting the property he acted reasonably and in a good-faith effort to mitigate the damages, but the recovery of damages under this paragraph is subject to any limitations specified in the lease.

(d) Efforts by the lessor to mitigate the damages caused by the lessee's breach of the lease do not waive the lessor's right to recover damages under this section.

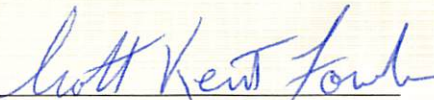
(e) Nothing in this section affects the right of the lessor under a lease of real property to indemnification for liability arising prior to the termination of the lease for personal injuries or property damage where the lease provides for such indemnification.

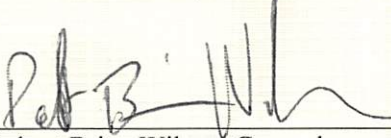
IN WITNESS WHEREOF, Landlord and Tenant have executed this 6th day of
August, 2024.

CITY OF OROVILLE

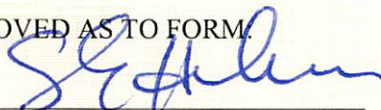
By: 
David Pittman, Mayor

FEATHER RIVER RECREATION AND
PARK DISTRICT

By: 
Scott Kent Fowler, Chair

By: 
Robert Brian Wilson, General
Manager

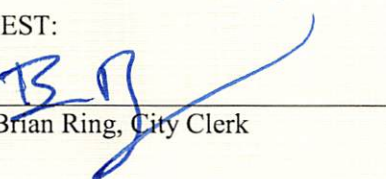
APPROVED AS TO FORM:

By: 
Scott E. Huber, City Attorney

APPROVED AS TO FORM:

By: _____

ATTEST:

By: 
Brian Ring, City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND COUNCIL MEMBERS
FROM: TIM KABER – PROJECT MANAGER
RE: NEW CITY OF OROVILLE CORPORATION YARD STATUS UPDATE
DATE: OCTOBER 7, 2025

SUMMARY

The City Council shall receive an update on contracting efforts for the new Corporation Yard at 665 Cal Oak Road.

DISCUSSION

United Building Contractors (UBC) has submitted the proposal for the Guaranteed Maximum Price (GPM). The proposal is significantly higher than the City's budget. The GMP as proposed is twice the City budget of \$1.75M.

Staff is working to analyze the proposal for cost realism as well as prepare for negotiations.

FISCAL IMPACT

None at this time.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: TIM KABER – PROJECT MANAGER

RE: CONCEPTUAL DESIGN/MASTER PLAN AND PRELIMINARY COST ESTIMATE FOR BEDROCK PARK

DATE: OCTOBER 7, 2025

SUMMARY

The City Council shall consider approving the Conceptual Design/Master Plan and preliminary Cost Estimate for Bedrock Park and directing the contractor to start Design Development.

DISCUSSION

Melton Design Group (MDG) was awarded the design contract for Bedrock Park Phase I and II on April 15, 2025. Tasks 1-3 (project launch/coordination, site analysis and development of plan, program and costs) are complete, and the contract requires approval from the City Council in order to proceed to Task 4, Design Development of Phase I.

MDG developed the conceptual designs using input from the Parks Commission, city staff, regional partners, and utilizing previous input on the Feather River Parkway conceptual design.

FISCAL IMPACT

No fiscal impact.

ACTION REQUESTED -

APPROVE THE CONCEPTUAL DESIGN/MASTER PLAN AND AUTHORIZE THE CONTRACTOR TO PROCEED TO DESIGN DEVELOPMENT.

ATTACHMENTS:

Conceptual Design
Preliminary Cost Estimate

Bedrock Park Update



Tuesday, October 7, 2025

Oroville City Council Meeting

Public Works - Engineering



Recommended Motion

- Approve Conceptual Design and Cost Opinion for Phase 1 and 2, direct staff to proceed to Design Development.



Bedrock Park Orientation

Item 12.



Project Scope – Phase 1

- New Irrigation System and Renovated Turf Area (Lower Area)
- New Trees for Shade at Upper Area
- Code Compliant Stairs and Railing
- Demo/Repair Burned Building – Kiosk for Rental Equipment
- Rockwall Repair
- Solar Security Lighting
- Island Brush Cleanup



Project Scope – Phase 2

Item 12.

- Trail Surface and Accessibility Enhancements
- Enhanced Trail Vegetation Planting
- Enhanced Landscape and Access to Lagoon
- Lagoon Cleanup
- New ADA Walkways for Trail and Lagoon Access
- New picnic Sites for Upper and Lower Area
- New Restroom at Lower Area, if feasible



Project Tasks

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

PAUSE HERE FOR COMMISSION/COUNCIL REVIEW/APPROVAL

- Task 4 – Design Development to 50% (Phase 1 only)
- Task 5 – Construction Drawings, Specs, Submittals (Phase 1 Only)
- Task 6 – Bid and Construction Administration (Phase 1 Only)



Project Timeline

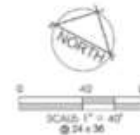
- Refine Scope of Work, Staff Review, Package for Council – January/February 2025
- Award – April 2025
- Tasks 1 through 3-4 months
- Commission/Council Review/Approval for Estimate and Conceptual Design – 1 month
- Task 4 – 2 months
- Task 5 – 3 months





BEDROCK PARK CONCEPTUAL

OROVILLE, CA





PLAY AREA ENLARGEMENT



BEDROCK PARK CONCEPTUAL

OROVILLE, CA





BEDROCK PARK CONCEPTUAL

OROVILLE, CA



Cost Opinion

- Phase 1
 - \$1,139,664
 - Includes MDG design fees already awarded (\$103,175)
- Phase 2
 - \$4,098,895
 - Includes:
 - Design Fee Estimate of \$440,000
 - EV Study and Permits of \$120,000



Action Requested

- Approve the Conceptual Design/Master Plan and preliminary Cost Estimate for Bedrock Park and direct the contractor to start Design Development



Questions?





CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: LETTER REQUESTING SUPPORT FROM STATE ADDRESSING
ILLEGAL DUMPING AND SALMON HABITAT DEGRADATION
ALONG FEATHER RIVER**

DATE: OCTOBER 7, 2025

SUMMARY

The City Council shall consider sending a letter to Gavin Newsom, requesting assistance in addressing the illegal dumping that is taking place in the Feather River, causing significant environmental impacts including the spawning grounds for the Chinook salmon.

DISCUSSION

The City of Oroville's Code Enforcement Division in partnership with Oroville Police and Public Works currently spends significant time each day patrolling the Feather River levee and removing illegal dumping and debris, including hazardous waste, plastics, abandoned materials, and human waste. These efforts, while commendable, are placing an enormous strain on local resources and personnel.

Without additional support, these daily cleanups are not enough to keep up with the recurring waste and its compounding impact on the river.

FISCAL IMPACT

City staff currently expend hundreds of labor hours per month addressing illegal dumping along the Feather River.

ACTION REQUESTED -

APPROVE LETTER TO GAVIN NEWSOM, REQUESTING ASSISTANCE IN ADDRESSING THE ILLEGAL DUMPING THAT IS TAKING PLACE IN THE FEATHER RIVER, CAUSING SIGNIFICANT ENVIRONMENTAL IMPACTS INCLUDING THE SPAWNING GROUNDS FOR THE CHINOOK SALMON; AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS:

Draft letter to Governor Newsom



City of Oroville

OFFICE OF THE MAYOR

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

David W. Pittman

Mayor

October 7, 2025

The Honorable Gavin Newsom

Governor of California
1021 O Street, Suite 9000
Sacramento, CA 959814

Re: Urgent Need for State Support to Address Illegal Dumping and Salmon Habitat Degradation Along the Feather River in Oroville, CA

Dear Governor Newsom,

I am writing on behalf of the Oroville City Council to express urgent concern regarding the escalating environmental degradation along the Feather River in Oroville, California, due to illegal dumping and riverside encampments. This issue poses a serious threat to the health of one of California's most important river systems and demands immediate State-level attention and support.

The Feather River provides critical spawning and rearing habitat for Chinook salmon and steelhead trout and is home to the Feather River Fish Hatchery — a cornerstone of California's salmon recovery efforts. However, despite the river's ecological and economic significance, it is increasingly being compromised by accumulating waste, pollution, and habitat destruction along its banks.

Local Response is Ongoing — But Unsustainable Without State Help

The City of Oroville's Code Enforcement Division in partnership with Oroville Police and Public Works currently spends significant time each day patrolling the Feather River levee and removing illegal dumping and debris, including hazardous waste, plastics, abandoned materials, and human waste. These efforts, while commendable, are placing an enormous strain on local resources and personnel.

Without additional support, these daily cleanups are not enough to keep up with the recurring waste and its compounding impact on the river.

Request for State Support

Given the Feather River's statewide importance to fisheries, water quality, and environmental resilience, we respectfully request that your administration provide dedicated

State funding and resources to support these critical local cleanup efforts. Specifically, we urge the State to:

- Fund targeted cleanup programs along the Feather River, including support for staffing, equipment, hazardous waste removal, and habitat restoration;
- Establish or expand environmental grant opportunities for jurisdictions burdened with maintaining river health amid illegal dumping;
- Facilitate interagency coordination among CalEPA, California Department of Fish and Wildlife, CalRecycle, and local governments;
- Add enhanced penalties for violations occurring in areas critical for habitat, increasing some acts from misdemeanors to felonies, mandating restitution from those convicted.

Documented Impacts on Salmon Habitat

Illegal dumping and encampment activity along the Feather River is causing:

- Water pollution from chemicals, plastics, and untreated waste;
- Loss of critical spawning habitat from debris and altered stream flow;
- Erosion and sedimentation, which smother salmon eggs and degrade rearing grounds;
- Elevated risks of disease and invasive species, due to nutrient-rich runoff and habitat disturbance.

These impacts threaten not only the survival of endangered salmon populations, but also the long-term health of California's rivers, ecosystems, and dependent industries.

A Call for Partnership

We recognize the complex and deeply human challenges surrounding homelessness and poverty that contribute to this situation. However, the burden of managing these impacts on the Feather River cannot fall solely on local governments. Protecting our waterways — especially those critical to species recovery and climate resilience — must be a shared responsibility.

We respectfully urge your administration to prioritize this issue and collaborate with local stakeholders to implement immediate and long-term solutions. I would welcome the opportunity to provide additional information or participate in further discussions.

Thank you for your continued leadership on environmental protection in California.

Sincerely,

David Pittman
Mayor, City of Oroville

cc:
Assemblyman James Gallagher
Secretary Wade Crowfoot, Natural Resources
Paul Yoder, Shaw Yoder Antwih Schmelzer and Lange



CITY OF OROVILLE STAFF REPORT

TO: VICE MAYOR AND COUNCIL MEMBERS

FROM: MAYOR PITTMAN

**RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE
OPPOSING CALIFORNIA PROPOSITION 50 – REDISTRICTING**

DATE: OCTOBER 7, 2025

SUMMARY

The City Council shall consider adopting Resolution No. 9409, opposing CA Proposition 50 regarding redistricting.

DISCUSSION

(From Secretary of State CA Voter Guide) - Prop 50 requires temporary use of new congressional district maps through 2030. Directs independent Citizens Redistricting Commission to resume enacting congressional district maps in 2031. Establishes policy supporting nonpartisan redistricting commissions nationwide.

FISCAL IMPACT

None.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9409 AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Resolution No. 9409

**CITY OF OROVILLE
RESOLUTION NO. 9409**

Item 14.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE OPPOSING CALIFORNIA
PROPOSITION 50 – REDISTRICTING**

WHEREAS, in 2008 and 2010, the voters of California approved, on a bipartisan basis, the creation of the **California Citizens Redistricting Commission**, a citizen-led, independent body tasked with drawing legislative and congressional district boundaries; and

WHEREAS, this independent commission was established to ensure fairness, transparency, and accountability in the redistricting process and to remove partisan politics from the drawing of district lines; and

WHEREAS, the voter-approved commission has provided greater confidence to smaller and rural communities, including Oroville and Butte County, that their communities of interest would not be divided or marginalized for political advantage; and

WHEREAS, Proposition 50 seeks to alter or bypass this voter-approved process, undermining the expressed will of Californians and opening the door to renewed partisan influence in redistricting; and

WHEREAS, Proposition 50 represents a step backward from the bipartisan reforms already approved by voters, weakening the integrity of representation and diminishing the voice of communities like Oroville in state governance; and

WHEREAS, the City of Oroville is committed to ensuring fair, transparent, and representative government for all of its residents and protecting the integrity of voter-approved reforms;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oroville that the Council hereby declares its **opposition to California Proposition 50** concerning redistricting, and urges all Californians to reject this measure in order to preserve the independence and integrity of the Citizens Redistricting Commission.

PASSED AND ADOPTED by the City Council of the City of Oroville on this 7th day of October, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Ritchie, Asst. City Attorney

David Pittman, Mayor

Kayla Reaster, Asst. City Clerk



CITY OF OROVILLE STAFF REPORT

TO: VICE MAYOR AND COUNCIL MEMBERS
FROM: MAYOR PITTMAN
RE: OROVILLE CITY COUNCIL CITY LOGO ADDITION
DATE: OCTOBER 7, 2025

SUMMARY

Mayor Pittman requests that the City Council review and consider the attached revised Oroville City Logo exhibits to be used to advocate for the City.

DISCUSSION

After the adoption of the current Oroville City Logo, there has been considerable public discussion. Considering the comments and the need for the logo to offer a message in the graphic portion, Mayor Pittman has drafted three amendments to the existing background of the adopted logo.

Informal feedback received to date indicate general approval to the graphic additions, which could be used on a variety of items (caps, shirts, letterhead, etc.).

Currently approved logo:



Proposed logos:

Exhibit A



Exhibit B



Exhibit C



FISCAL IMPACT

None.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

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

**RE: CLOSEOUT OF COMMUNITY DEVELOPMENT GRANT (CDBG)22-
CDBG-NH-00008**

DATE: OCTOBER 7, 2025

SUMMARY

The City Council shall conduct a public hearing relating to the performance and the final accomplishments of Community Development Block Grant (CDBG) No. 22-CDBG-NH-00008.

DISCUSSION

This grant was awarded in 2023 and the grant expires in June of 2026, however the grant funds have been completely expended.

The City is responsible for monitoring and reporting on all CDBG activities to assure that the time schedules are met and milestones are accomplished. A Closeout Report must be submitted to the State Department of Housing and Community Development (HCD) for the activities as the grant expires.

The information provided below covers expenditures and activities through their grant terms.

22-CDBG-NH-00008	
<u>Activity</u>	<u>CDBG Grant</u>
General Administration	\$35,000.00
Neighborhood Cleanup Program	\$465,000.00
Total	\$500,000.00
All funds were completely expended approximately 10 months prior to the expiration of the Standard Agreement. The total number of beneficiaries is the entire population of the City of Oroville as the City is more than 55% low mod and everyone of them benefits from the cleanup campaigns that were led by the Neighborhood Clean-up Program. Each month the program abated illegal dumping, abandoned campsites, abatement of graffiti, overgrown vegetation, removal of illegal dumping of tires, and beautification of bridges and parks.	

FISCAL IMPACT

None

ACTION REQUESTED -

AUTHORIZE THE CLOSEOUT OF COMMUNITY DEVELOPMENT BLOCK GRANT NO. 22-CDBG—NH-00008.

ATTACHMENTS

None

CDBG Closeout Hearing

Presented By: Amy Bergstrand, Director

October 7, 2025

22-CDBG-NH-00008 (\$500,000) Neighborhood Cleanup

Accomplishments

\$465,000 Activity \$35,000 General Administration

- › Various campaigns of graffiti clean up, abatement of weeds, trash and debris due to illegal encampments and dumping, abatement of illegal dumping of tires
- › FY 22/23-439 loads to Recology in a City donated truck totaling 188.44 tons (376,400 lbs.)
- › FY 23/24-569 loads to Recology totaling 184.52 tons (369,030 lbs.)
- › FY 24/25-719 loads to Recology totaling 215.74 tons (431,480 lbs.)

Summary

- › There are zero funds remaining to expend.
- › Total Beneficiaries 19,501 during grant term.
- › Expires 06/22/2026.















Thank You

CITY OF OROVILLE



FIRE DEPARTMENT

Statistics Package

9/1/2025 to 9/30/2025

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 jurisdictional agency station's area where the incident happened based on the Computer Aided Dispatch Dynamic Routing
First Due Station to another agency:

Item i.

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

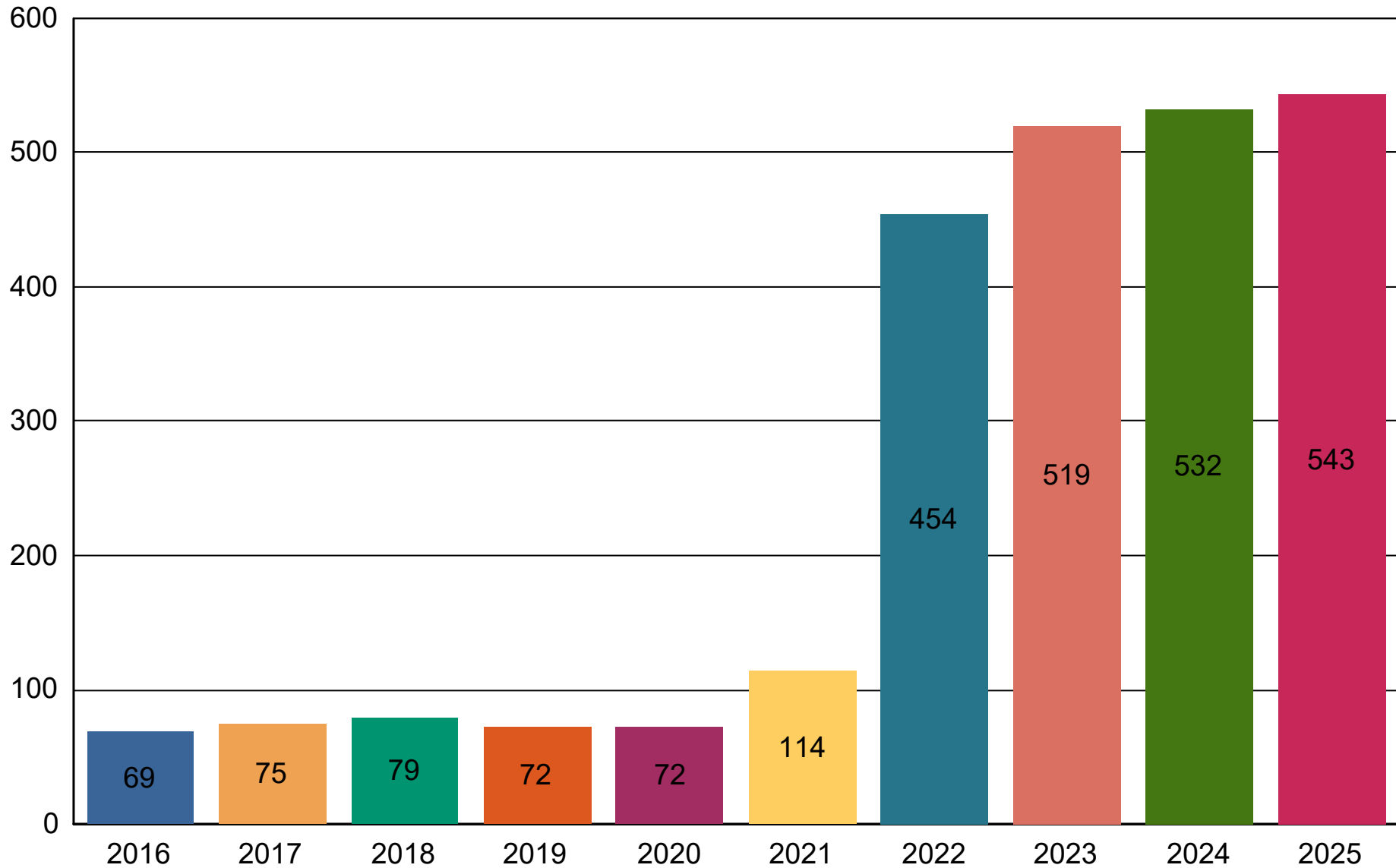
- | | | |
|------------------------------------|--------------------------------------|------------------------------------|
| 11 - CAL FIRE Butte Meadows | 13 - CAL FIRE Stirling City | 22 - CAL FIRE Cohasset |
| 23 - CAL FIRE Forest Ranch | 25 - Butte County Fire Butte College | 33 - Butte County Fire 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

9/1/25 To 9/30/25

Item i.



* DATA IS UNAVAILABLE PRIOR TO 02/11/2004

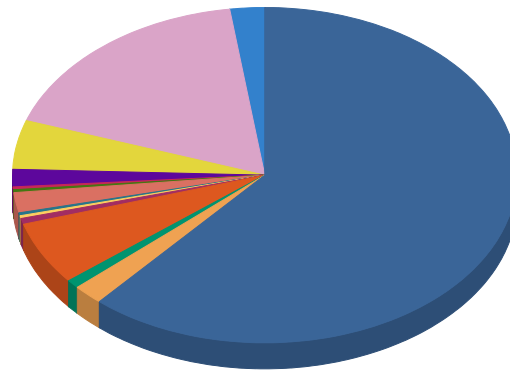


Agency Activity 9/1/2025 to 9/30/2025

Item i.

	MED	T/C	HAZ-CON	P/A	OTH	ECC	HAZ-MAT	VEG	STR	VEH	OTH FIRE	F/A
CAORO	333	11	5	33	3	1	2	10	1	2	10	25
Total	333	11	5	33	3	1	2	10	1	2	10	25

Incident Type Percentages (All Agencies)



MEDICALS	333	61.3%
TRAFFIC COLLISIONS	11	2.0%
HAZARDOUS CONDITIONS	5	0.9%
PUBLIC ASSISTS	33	6.1%
OTHER INCIDENTS	3	0.6%
ECC INCIDENTS	1	0.2%
HAZARDOUS MATERIALS	2	0.4%
VEGETATION FIRES	10	1.8%
STRUCTURE FIRES	1	0.2%
VEHICLE FIRES	2	0.4%
OTHER FIRES	10	1.8%
FALSE ALARMS	25	4.6%
MEDC2	95	17.5%
MV ISTG	12	2.2%
Total:	543	100.0%



All Dispatched Agencies First Due Station Activity By Type 9/1/2025 To 9/30/2025

Item i.

9/1/2025 TO 9/30/2025

Item i.

9/1/2025 TO 9/30/2025

Item i.



Incident Activity by Type For City of Oroville FD 9/1/2025 To 9/30/2025

Item i.



Cooperator Assistance Provided to **CAL FIRE**/Butte County Fire 9/1/2025 to 9/30/2025

Item i.

	MED	T/C	HAZ-CON	P/A	OTH	HAZ-MAT	VEG	STR	VEH	OTH FIRE	F/A
CAORO	316	30	6	33	2	2	16	4	3	10	22
Total	316	30	6	33	2	2	16	4	3	10	22

Resource Agency Response to Jurisdictional Agency 9/1/2025 to 9/30/2025

CAORO to CAORO

Total Number of Incidents: **423**

Total Number of Resources Responding: **499**

		MED	T/C	HAZ-CON	P/A	OTH	HAZMAT	VEG	STR	VEH	OTH FIRE	F/A	MEDC2
CAORO	B9A	0	3	0	0	0	2	2	0	0	0	1	0
	B9B	0	4	0	0	0	0	5	1	0	1	9	0
	E391	0	0	0	0	0	0	4	0	0	0	0	0
	E91	221	4	3	12	1	0	5	1	2	9	11	61
	E92	55	7	3	19	0	0	5	1	0	7	17	14
	Total	276	18	6	31	1	2	21	3	2	17	38	75



Resource Agency Response to Jurisdictional Agency 9/1/2025 to 9/30/2025

Item i.

Total Number of Incidents: **119**

Total Number of Resources Responding: **137**

CABTC to CAORO

		MED	T/C	HAZ-CON	P/A	HAZMAT	VEG	STR	OTH FIRE	F/A	MEDC2	MVISTG
CABTC	CO64	0	0	0	0	0	2	0	0	0	0	0
	E64	5	1	0	0	0	0	1	0	3	2	0
	E71	0	0	0	0	0	1	0	0	2	1	0
	E72	2	1	0	0	0	1	1	0	0	1	0
	WT64	0	0	0	0	0	1	0	0	0	0	0
	Others	52	8	2	8	4	9	1	1	6	18	3
	Total	59	10	2	8	4	14	3	1	11	22	3



Resource Agency Response to Jurisdictional Agency 9/1/2025 to 9/30/2025

Total Number of Incidents: **94**

Total Number of Resources Responding: **108**

CAORO to CABTC

		MED	T/C	HAZ-CON	P/A	OTH	VEG	STR	VEH	F/A	MEDC2	MVISTG	Total
CAORO	B9A	0	7	0	0	0	1	0	1	0	0	0	9
	B9B	0	3	0	0	1	0	0	0	1	0	0	5
	E391	0	0	0	0	0	1	0	0	1	0	0	2
	E91	36	8	0	4	0	1	1	1	4	4	5	64
	E92	9	3	1	8	0	0	2	0	2	2	1	28
	Total	45	21	1	12	1	3	3	2	8	6	6	108



Resource Agency Response to Jurisdictional Agency 09/01/2025 to 09/30/2025

Item i.

Total Number of Incidents: 64

Total Number of Resources Responding: 128

CAL FIRE to CAORO

		MED	T/C	HAZ-CON	P/A	OTH	HAZMAT	VEG	STR	VEH	OTH FIRE	F/A	MEDC2
CABTU	B2102	0	1	0	0	0	0	0	0	0	0	0	0
	B2110	0	1	0	0	0	0	0	0	0	0	0	0
	B2114	0	0	0	0	0	0	0	0	0	0	1	0
	B2115	0	0	0	0	0	0	2	0	0	0	1	0
	B2116	0	0	0	0	0	0	2	0	0	0	0	0
	B2117	0	2	0	0	0	0	1	0	0	1	0	0
	B2120	0	0	0	0	1	0	1	0	0	0	0	0
	CH2102	0	1	0	0	0	0	0	0	0	0	0	0
	D2103	0	0	0	0	0	0	0	1	0	0	0	0
	E2166	0	0	0	0	0	0	2	0	0	0	2	0
	E2168	0	0	0	0	0	0	1	0	0	0	0	0
	E2169	16	1	1	1	0	0	5	0	0	1	2	2
	E2176	0	0	0	0	0	0	0	0	0	0	0	0
	E2180	4	1	0	1	0	0	7	0	0	0	2	4
	E2185	1	0	0	0	0	0	0	0	0	0	0	0
	E2196	2	0	0	0	0	0	2	0	0	0	0	0
	MOORT	0	1	0	0	0	0	0	0	0	0	0	0
	P2121	0	0	0	0	0	0	1	0	0	2	0	0
	P2122	0	0	0	0	0	0	1	0	1	0	0	0
	P2123	0	0	0	0	1	0	2	0	0	1	1	0

		MED	T/C	HAZ-CON	P/A	OTH	HAZMAT	VEG	STR	VEH	OTH FIRE	F/A	Item i.
CABTU	PIOADVSE	0	1	0	0	1	2	10	1	0	2	2	0
	PRVADVSE	0	0	0	0	1	0	10	1	2	2	2	0
	T2107	0	0	0	0	0	0	0	0	0	1	0	0
	T2108	0	0	0	0	0	0	0	1	0	0	0	0
	TAB2	0	1	0	0	0	0	1	0	0	0	0	0
	TD2140	0	0	0	0	0	0	1	0	0	0	0	0
	Total	23	10	1	2	4	2	49	4	3	10	13	6

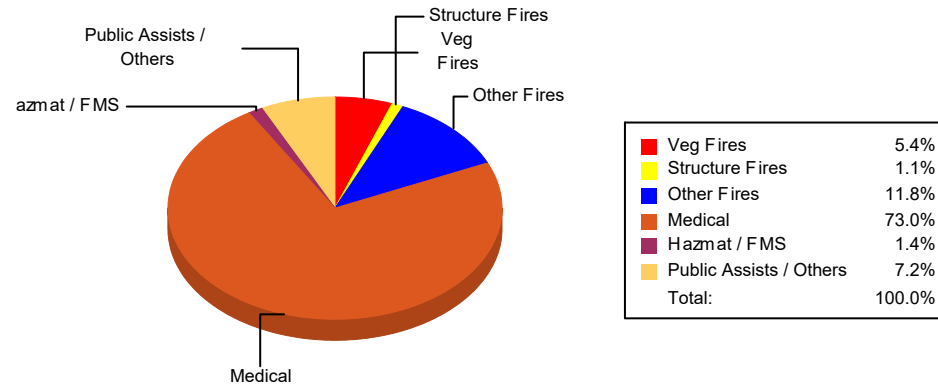


Battalion 9 Total Responses 9/1/2025 to 9/30/2025

Item i.

	Veg Fires	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists /	Total
B9A	3	1	4	11	2	0	21
B9B	7	1	12	7	0	1	28
E391	10	0	2	0	0	0	12
E91	8	2	27	346	3	17	403
E92	6	3	29	93	4	27	162
Total	34	7	74	457	9	45	626

Number of Incidents / Incident Type





Incident Activity by Station
9/1/2025 To 9/30/2025

Item i.

NOTICE OF ACCELERATION AND SETOFF

October 1, 2025

VIA FIRST CLASS MAIL AND OVERNIGHT DELIVERY

Oroville Hospital
2767 Olive Highway
Oroville, CA 95966-6185
Attention: Executive Vice President / CFO
Phone: (530) 532-8509
Fax: (530) 532-8600 (Fax)

City of Oroville
1735 Montgomery Street
Oroville, CA 95965
Attention: City Administrator
(530) 538-2535
(530) 538-2525 (Fax)

Re: Notice of Acceleration and Set off

This Notice of Acceleration and Set-off (the “Notice”) is being given by UMB Bank, N.A., in its capacity as master trustee (the “Master Trustee”) on behalf of holders of the herein defined Bonds (the “Bondholders”) pursuant to that certain Master Indenture of Trust dated as of February 1, 2019 (the “Master Indenture”) by and between the City of Oroville, as issuer of the Series Bonds (the “Issuer”), and The Bank of New York Mellon Trust Company, N.A., the predecessor to the Master Trustee.

On June 21, 2018, the Issuer issued its Revenue Bonds (Oroville Hospital) Series 2018 in the original aggregate principal amount of \$19,600,000 (the “Series 2018 Bonds”). In connection with the issuance of the Series 2018 Bonds, the Borrower, as Obligated Group Representative, on behalf of itself and the other Members of the Obligated Group and U.S. Bank National Association, as successor to MUFG Union Bank, N.A. (“U.S. Bank”), entered into that certain Amended and Restated Continuing Covenant Agreement dated as of February 1, 2019 (the “Continuing Covenant Agreement”). The proceeds of the Series 2018 Bonds were loaned by the Issuer to Oroville Hospital, a California nonprofit public benefit corporation (the “Borrower”) pursuant to that certain Loan Agreement dated as of June 21, 2018 (the “Series 2018 Loan Agreement”).

Pursuant to that certain Bond Indenture dated as of February 1, 2019 (the “Series 2019 Bond Indenture”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., the original bond trustee, the Issuer issued its Revenue Bonds (Oroville Hospital) Series 2019 in the original aggregate principal amount of \$195,630,000 (the “Series 2019 Bonds,” and, together with the Series 2018 Bonds, the “Bonds”). The proceeds of the Series 2019 Bonds were

loaned by the Issuer to the Borrower pursuant to that certain Loan Agreement dated as of February 1, 2019 ("Series 2019 Loan Agreement").

Effective as of August 17, 2023, UMB Bank, N.A. replaced The Bank of New York Mellon Trust Company, N.A. as the master trustee under the Master Indenture and as the bond trustee under the Series 2019 Bond Indenture (the "Series 2019 Bond Trustee").

The Master Indenture, the Series 2019 Bond Indenture, the Series 2018 Loan Agreement, the Series 2019 Loan Agreement, the Continuing Covenant Agreement and other documents related to the issuance or repayment of the Bonds are collectively referred to herein as the "Bond Documents." Capitalized terms used in this correspondence but not defined have the meanings specified in the Master Indenture or applicable Bond Document.

Defaults and Events of Default have occurred and are continuing under the Master Indenture and other Bond Documents which include, without limitation, the Borrower's failures to (i) timely make the payments required under Section 4.1 of the Series 2019 Loan Agreement and Section 3.01 of the Master Indenture (which constitutes an Event of Default under Section 4.01(a) of the Master Indenture), (ii) comply with Section 3.07 of the Master Indenture (which constitutes an Event of Default under Section 4.01(b) of the Master Indenture), and 3.14(d) of the Master Indenture (which constitutes an Event of Default under Section 4.01(c) of the Master Indenture). The Borrower also failed to deliver to the Master Trustee audited financial statements and a related compliance certificate within 150 days of the end of the fiscal years ended November 30, 2022, and November 30, 2023, as required by Section 3.10(b) of the Master Indenture, which default you are hereby notified of pursuant to Section 4.01(d) of the Master Indenture. You are also hereby notified that certain defaults and Events of Default under the Continuing Covenant Agreement and the Series 2019 Loan Agreement, as detailed in the letters sent to the Borrower by U.S. Bank dated June 27, 2023, September 15, 2023 and September 10, 2025, which are continuing, now constitute Events of Default under Section 4.01(d) of the Master Indenture.

Pursuant to Section 4.02(a) of the Master Indenture, if any Event of Default has occurred and is continuing, at the written request of the holders of at least 25% in principal amount of the Bonds then Outstanding, the Trustee shall declare the principal of all Bonds Outstanding to be immediately due and payable. The Trustee has been directed by the holders of more than 25% in principal amount of the Bonds Outstanding to declare the principal of all Bonds Outstanding to be immediately due and payable.

The Bond Documents also provide that upon the occurrence of defaults and Events of Default, the Trustee may take whatever actions at law or in equity may be desirable to enforce the performance and observance of the obligations under the Bond Documents. These remedies include available remedies under California law, including foreclosure and setoff.

YOU ARE HEREBY NOTIFIED that, pursuant to Section 4.02(a) of the Master Indenture and Section 7.02 of the Series 2019 Bond Indenture, the Master Trustee and Bond Trustee hereby declare the principal of all amounts owed by the Borrower under the Bond Documents, and all interest that has accrued thereon, to be immediately due and payable.

YOU ARE HEREBY FURTHER NOTIFIED that as of October 1, 2025, the Series 2019 Bond Trustee set off \$27,102,995.55, which represents all funds held by the Series 2019 Bond Trustee under the Series 2019 Bond Indenture against the obligations owed under the Series 2019 Bonds and related Bond Documents. The Trustee has determined that the obligations of the Borrower currently due and owing to the Trustee under the Bond Documents exceed the aggregate amount of funds on hand under the Indenture and Master Indenture.

This Notice does not constitute either a full list of all Defaults or Events of Default or a waiver of any other rights and remedies of the Master Trustee or the Bondholders with respect to any terms or provisions of the Bond Documents, applicable law, or otherwise. Further, no action or inaction by the Trustee or the Bondholders with respect to any of the foregoing shall constitute a waiver by the Trustee of any Defaults or Events of Default or of their respective rights and remedies. **No Default or Event of Default under any Bond Document is waived by this Notice or by any other communication by the Master Trustee and all rights of the Master Trustee and the Bondholders are reserved.**

Thank you for your attention to this matter.

Yours very truly,

A handwritten signature in blue ink, appearing to read "A. [unclear]".

UMB Bank, N.A., in its capacity as Master Trustee
and Series 2019 Bond Trustee