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

April 21, 2026
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

1. Attend the meeting in person
2. Send an Email by 2:00 PM the day 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 shall hold a Closed Session on the following:

1. Conference with Legal Counsel – The City Council will confer with the City Attorney regarding Existing Litigation pursuant to Government Code § 54956.9) (One Case)

Name of Case: Cherokee Properties v. City of Oroville, U.S. District Court, Eastern District of California Case No: 2:26-CV-00371-DMC

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

OPEN SESSION

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

1. PRESENTATION FROM CINDY DANILUKE REGARDING THE ANY GIVEN CHILD (AGC) PROGRAM

The City Council shall receive a presentation by Cindy Daniluke that provides an overview of the Any Given Child (AGC) program and highlights local efforts to expand arts education opportunities for Oroville-area students through collaborative partnerships.

ACTION REQUESTED -

RECEIVE PRESENTATION AS INFORMATION.

2. INVESTMENT UPDATE

The City Council shall receive an investment update from Ryan Midkiff of Building Bridges Financial Advisors, regarding our investment account with Ameriprise Financial.

ACTION REQUESTED -

RECEIVE INVESTMENT INFORMATION.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 10** 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. RESOLUTION RECOGNIZING MAY 3–9, 2026, AS PUBLIC SERVICE RECOGNITION WEEK

The City Council shall consider adopting Resolution No. 9450 recognizing May 3–9, 2026, as Public Service Recognition Week in the City of Oroville.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9450; AND AUTHORIZE THE MAYOR TO SIGN.

2. AUTHORIZATION TO REPAIR FIRE ENGINE 91

The City Council shall consider authorizing expenditures to repair Fire Engine 91 following damage sustained while responding to a structure fire in early March.

ACTION REQUESTED -

AUTHORIZE FIRE ENGINE 91 REPAIRS, APPROVING A NOT-TO-EXCEED AMOUNT OF $32,812.36, TO BE FUNDED FROM CAPITAL ASSET - OUTSIDE SERVICES.

3. MODIFICATIONS TO THE CAL HOME OWNER-OCCUPIED REHABILITATION LOAN PROGRAM GUIDELINES

The City Council shall consider accepting changes made to the Cal Home Owner-Occupied Rehabilitation Loan Program Guidelines.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9451 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING MODIFICATIONS TO THE CAL HOME OWNER-OCCUPIED REHABILITATION LOAN PROGRAM GUIDELINES.

4. SECOND READING OF ORDINANCE 1895 WITH AD HOC CITIZEN BUSINESS ADVOCACY COMMITTEE RECOMMENDATIONS REGARDING THE STREAMLINING OF CERTAIN BUSINESS LICENSE AND PLANNING PERMITS TO REDUCE THE COST AND PROCESSING TIME FOR APPLICANTS

The City Council shall consider adopting Ordinance No. 1895 with changes to Oroville Municipal Code sections 17.04.060, 17.16.120, 17.16.180, and Tables 17.34.020-1, 17.28.010-1, 17.32.010-1, AND 17.36.010-1, for the purpose of streamlining certain business permits to reduce the time and cost of applying.

ACTION REQUESTED -

ADOPT ORDINANCE NO. 1895 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING OROVILLE MUNICIPAL CODE SECTIONS 17.04.060, 17.16.120, 17.16.180, AND TABLES 17.34.020-1, 17.28.010-1, 17.32.010-1, AND 17.36.010-1.

5. HOSTING THE TRAVELING EXHIBIT CHINESE PIONEERS: POWER AND POLITICS IN EXCLUSION ERA PHOTOGRAPHS AT THE Oroville CHINESE TEMPLE

The City Council shall consider approving the hosting of the traveling exhibition *Chinese Pioneers: Power and Politics in Exclusion Era Photographs* at the Chinese Temple Museum from August through October 2026.

ACTION REQUESTED –

APPROVE HOSTING THE TRAVELING EXHIBIT CHINESE PIONEERS: POWER AND POLITICS IN EXCLUSION ERA PHOTOGRAPHS AT THE CHINESE TEMPLE MUSEUM FROM AUGUST THROUGH OCTOBER 2026.

6. RECERTIFICATION AND ADOPTION OF 2026 SEWER SYSTEM MANAGEMENT PLAN

The City Council shall consider adopting Resolution No. 9452 for the recertification and adoption of the 2026 Sewer System Management Plan (SSMP).

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9452 RECERTIFYING AND ADOPTING THE SSMP; AND

AUTHORIZE THE MAYOR TO SIGN.

7. AGREEMENT WITH STRATEGIC EXPERTS LLC FOR MUNICIPAL UTILITY AND COMMUNITY CHOICE AGGREGATION ADVISORY SERVICES

The City Council shall consider approving an agreement with Strategic Energy Experts LLC (SEE) to provide advisory services related to the City's ongoing evaluation of local energy options, including a potential municipal electric utility and/or Community Choice Aggregation (CCA) program. SEE's role will be limited to advisory support, with the potential to assist in future implementation efforts should the City determine that forming a CCA is financially feasible.

ACTION(S) REQUESTED -

1. **APPROVE AGREEMENT WITH STRATEGIC ENERGY EXPERTS LLC; AND**
2. **AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT AND ANY MINOR ADMINISTRATIVE AMENDMENTS.**

8. UPDATED JOB DESCRIPTION FOR ASSOCIATE CIVIL ENGINEER TO ASSOCIATE CIVIL ENGINEER/PROJECT MANAGER

The City Council shall consider updates to the job description of Associate Civil Engineer, adding in responsibilities associated with project management, and renaming the classifications Associate Civil Engineer/Project Manager.

ACTION REQUESTED -

ADOPT THE UPDATED JOB DESCRIPTION FOR ASSOCIATE CIVIL ENGINEER/PROJECT MANAGER (FORMERLY ASSOCIATE CIVIL ENGINEER).

9. SUPPORT LETTER FOR SB 1216 (CABALDON) – HOUSING LEADERSHIP DESIGNATION PROGRAM

The City Council shall consider approving of a letter of support for SB 1216 (Cabaldon), which establishes a Housing Leadership Designation Program to recognize jurisdictions that demonstrate strong housing production outcomes and provides associated regulatory flexibility.

ACTION REQUESTED -

APPROVE THE LETTER OF SUPPORT FOR SB 1216 (CABALDON); AND AUTHORIZE THE MAYOR TO SIGN AND SUBMIT THE LETTER THROUGH THE STATE'S POSITION LETTER PORTAL.

10. APPROVAL OF APRIL 7, 2026 REGULAR MEETING MINUTES

The City Council shall consider approving the drafted regular meeting minutes from the April 7, 2026 regular City Council meeting.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

11. NORTON STREET REHABILITATION PROJECT UPDATE

The City Council shall receive an update on the Norton Street Rehabilitation project and options for traffic flow.

ACTION REQUESTED -

PROVIDE STAFF DIRECTION ON NORTON STREET TRAFFIC FLOW AND PARKING OPTIONS.

12. RESOLUTION ACKNOWLEDGING VESTED RIGHTS OF PACIFIC COAST PRODUCERS AS LEGALLY NON-CONFORMING

At the request of Pacific Coast Producers (PCP), the Council shall consider passing Resolution No. 9453 acknowledging the vested rights PCP has to legally continue operations as a legal non-conforming business.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9453 MEMORIALIZING THE VESTED RIGHTS OF PACIFIC COAST PRODUCERS TO CONTINUE OPERATIONS AT ITS CURRENT LOCATION AS A LEGAL NONCONFORMING USE CONSISTENT WITH APPLICABLE PROVISIONS OF THE OROVILLE MUNICIPAL CODE AND CALIFORNIA LAW.

13. FIRE DEPARTMENT COST RECOVERY – MANAGING SERVICE DEMAND

The City Council shall receive information and provide direction on a proposed ordinance to establish a Fire Department cost recovery program.

ACTION REQUESTED -

PROVIDE COUNCIL FEEDBACK AND DIRECTION ON THE PROPOSED ORDINANCE AND DIRECT STAFF TO RETURN WITH A FINALIZED VERSION FOR FORMAL CONSIDERATION.

14. OROVILLE POLICE DEPARTMENT RECOMMENDATIONS FOR INCREASED PRESENCE IN PARKS

The City Council shall hear recommendations from the Police Department in regard to increasing presence at City parks.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

15. AWARD OF CONSTRUCTION (PHASE II); DESIGN-BUILD ENTITY FOR CORPORATION YARD PROJECT, MULTI-BUILDING REMODEL AND SITE WORKDESIGN/BUILD PROJECT AT 655 CAL OAK

The City Council shall consider awarding the construction portion (phase II) of the contract with United Building Contractors, Inc (UBC) of Chico for Design/Build Construction Services on the new City of Oroville Corporation Yard.

ACTION REQUESTED -

APPROVE THE CONTRACT WITH UNITED BUILDING CONTRACTORS, INC., AND AUTHORIZE THE MAYOR TO SIGN.

16. NINE-MONTH BUDGET REVIEW

The City Council shall receive a budget review for the nine-months ended March 31, 2026, and consider requested budget adjustments. For this discussion the General Fund and District Tax Fund are combined for budget review.

ACTION REQUESTED -

APPROVE THE STATE BUDGET ADJUSTMENTS FOR FISCAL YEAR 2025-26.

17. PURCHASE OF FIVE PATROL VEHICLES

The Police Department plans to budget for the purchase of four (4) new patrol vehicles for the 26/27 budget year and we will replace one vehicle that was damaged beyond repair. While four will be budgeted for next year and the 5th will be purchased via insurance funds, the Police Department is asking for approval to get on the list to pre-order the vehicles in an effort to reduce the delay in receiving the vehicles.

ACTION REQUESTED -

APPROVE THE PURCHASE OF FIVE NEW FORD EXPLORER PATROL VEHICLES, INCLUDING ALL NECESSARY EQUIPMENT; AND AUTHORIZE THE OROVILLE POLICE DEPARTMENT COORDINATE WITH OROVILLE FORD AND BEGIN THE VEHICLE ORDERING PROCESS PRIOR TO JULY 1, WITH PAYMENT TO BE COMPLETED IN THE NEXT FISCAL YEAR.

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

18. 4:30PM - WAIVING OF FIRST READING AND INTRODUCE BY TITLE ONLY ORDINANCE NO. 1896 REGARDING GENERAL PLAN AMENDMENT GPA26-02 AND ZONING CHANGE ZC26-02 AT 2020 MONTGOMERY ST (APN 012-032-014) AND 1453 DOWNER ST (APN 012-094-008)

The City Council shall conduct a public hearing and consider the Zoning Change recommendations to modify the zoning of two downtown properties, identified as Assessor's Parcel Numbers 012-032-014 and 012-094-008. The proposed amendment would change the current Public or Quasi-Public (PQ) zoning to Downtown Mixed-Use (MXD) consistent with their surrounding neighbors.

ACTION(S) REQUESTED -

1. **WAIVE THE FIRST READING OF ORDINANCE NO. 1896 AND INTRODUCE BY TITLE ONLY; AND**
2. **CONDUCT A PUBLIC HEARING ON THE PROPOSED GENERAL PLAN AMMENDMENT AND ZONE CHANGE FOR BOTH PARCELS, AND**
3. **DIRECT STAFF TO BRING ORDINANCE NO. 1896 BACK FOR ADOPTION AT THE MAY 5, 2026 CITY COUNCIL MEETING.**

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
   - i. **Fire Department Statistics Report for March 2026**
   - ii. **City Clerk Department Monthly Report March 2026**
   - iii. **Business Assistance and Housing Development Monthly Report March 2026**
   - iv. **PG&E Notice - Rate Increase Request to the CPUC**
   - v. **PG&E Rate Increase Request for Diablo Power Plant Cost Recovery**

ADJOURN THE MEETING

The meeting will be adjourned. A special meeting of the Oroville City Council will be held on April 28, 2026 at 5:30 p.m.

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

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

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **KAYLA REASTER, ASSISTANT CITY CLERK**

RE: **PRESENTATION FROM CINDY DANILUKE REGARDING THE ANY GIVEN CHILD (AGC) PROGRAM**

DATE: **APRIL 21, 2026**

SUMMARY

The City Council shall receive a presentation by Cindy Daniluke that provides an overview of the Any Given Child (AGC) program and highlights local efforts to expand arts education opportunities for Oroville-area students through collaborative partnerships.

DISCUSSION

In Spring 2020, the Butte County Office of Education applied for participation in the national AGC program, an initiative designed to expand equitable access to arts education for all students. The City of Oroville, along with other community partners, provided letters of support for this designation.

By Fall 2021, Butte County was accepted into the AGC National Network. Participating school districts include:

- Thermalito Union Elementary School District
- Oroville City Elementary School District
- Palermo Union School District

Initial planning meetings focused on funding opportunities and building a coordinated arts education framework across the region.

Following the passage of Proposition 28 Arts, Music in Schools Funding Guarantee and Accountability Act in November 2022, which provides dedicated funding for arts and music education, the AGC program shifted its focus toward strengthening partnerships between schools, museums, and local organizations.

FISCAL IMPACT

None.

ACTION REQUESTED -

RECEIVE PRESENTATION AS INFORMATION.

ATTACHMENTS

PowerPoint Presentation

Ensuring the Arts for

ANY GIVEN CHILD

The Kennedy Center

A KC Education Program

Butte County Office of Education

STAGE STATE THEATER ARTS GUILD

- Butte County Office of Education (BCOE) applied for Ensuring the Arts for Any Given Child (AGC) program in Spring 2020
- The City of Oroville and other organizations wrote letters of support for the designation
- Fall 2021 - Butte County joins the AGC National Network
- Thermalito Elementary School District, Oroville City Elementary School District and Palermo Union School District are the supported districts
- Initial Community Arts planning meetings were held via Zoom during Covid and focused on funding opportunities
- November 2022 – Prop 28 Arts and Music in Schools Funding Guarantee and Accountability Act passed easing the need for AGC fundraising
- AGC focus turned to creating connections between schools, museums and local businesses to provide quality educational experiences

AGC KICK-OFF PRESS CONFERENCE

Kathy Nolind, Superintendent PUESD

Mary Sakuma, Superintendent BCOE

Dr. Spencer Holtom, Superintendent OCESD

Greg Blake, Superintendent TUESD

Chuck Reynolds, Mayor, City of Oroville



Ensuring the Arts for ANY GIVEN CHILD

AGC Initiatives

Grade	Activity	Field Trip Timeframe	Registration Due	Opportunity
3rd Grade	**Chinese Temple Museum** Art Project & Field Trip	December - February (Lunar New Year)	Oct 1	• Art projects celebrating Lunar New Year displayed at Chinese Temple • Docent presentation at school sites • Field trips to the Chinese Temple Museum highlight local history standards
4th Grade	**Pioneer Museum** Field Trip with Art Activities	April/May	Dec 1	• Printed study guides for classroom prep • Field trips to the Pioneer Museum highlight California history standards • Art activities at the museum
5th Grade	**Dream Big Music Festival** Field Trip to Live Concert	Early March	Nov 1	• Music education in class activity • Field trip to the Middle and High School Band concert at the Oroville State Theater
K-8	**Art Show** Public Art Exhibit	May	Feb 1	• Student art displayed at the Oroville State Theater for the month of May • Kick off reception prior to Feather Fiesta Days

AGC endeavors to be the bridge between the school district and local arts opportunities. We seek out arts opportunities and support admins and teachers to bring them together

STAGE STATE THEATER ARTS GUILD

www.stageoroville.org/any-given-child

AGC creates partnerships to provide a quality educational field trip experience

Chinese Temple Field Trip

- Educational Standards document available on STAGE website
- BCOE contacts school administration, grade school teachers and art teachers to coordinate the field trip
- Art teachers create a lesson and art project for display
- Local organizations donate funds for books, other in-class learning activities and transportation if needed
- AGC provides volunteers to act as docents for the field trip
- Museum staff develops the stations, timing, flow and activities for the field trip
- Museum staff creates training documents and a training day for volunteer docents
- Museum staff creates an in-school presentation prior to the field trip
- Museum staff, AGC committee and community volunteers come together to serve 240 local students

Chinese Temple Field Trip – Third Grade

Educational Standards Criteria

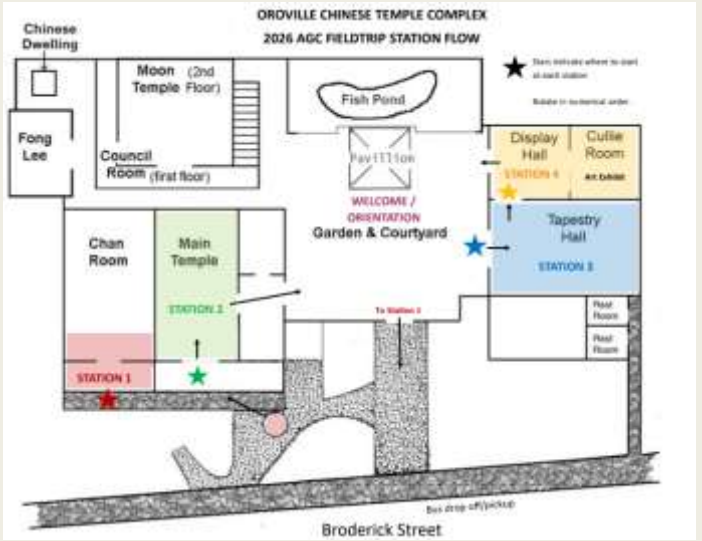


ENSURING THE ARTS FOR ANY GIVEN CHILD
THIRD GRADE - CHINESE TEMPLE MUSEUM

This Third Grade project-based field trip integrates visual arts, social studies, and local history from December through February, culminating in Lunar New Year. Students gain cultural awareness, hands-on art experience, and a deeper understanding of their local community through docent instruction and a museum visit.

CURRICULUM ALIGNMENT	Standards / Course Objectives Addressed:
The field trip must clearly connect to the adopted curriculum. • Directly supports grade-level or course standards • Reinforces concepts already taught in class • Introduces concepts that will be addressed in future instruction	Local history and social studies standards related to community, history, cultural traditions, and historical sites. Visual arts standards focusing on creative expression and cultural art forms.
CLEAR LEARNING OBJECTIVES	Stated Learning Objectives:
The trip must have clearly defined, age-appropriate learning goals. • Objectives are specific and measurable • Objectives are communicated to students prior to the trip • Learning outcomes are appropriate for students' developmental level	Students will explore the cultural significance of Lunar New Year. Students will create art projects inspired by Lunar New Year traditions. Students will learn about local history through the Chinese Temple Museum.
INSTRUCTIONAL VALUE BEYOND THE CLASSROOM	Description of Unique Educational Value:
The experience must provide learning opportunities not easily replicated in the classroom. • Hands-on or experiential learning • Real-world application of academic content • Access to experts, environments, or resources unavailable at school	Students participate in docent-led presentations and visit the Chinese Temple Museum, experiencing an authentic historical site and displaying their own Lunar New Year art in a community cultural space.
STUDENT ENGAGEMENT & ACTIVE LEARNING	
The trip should actively engage students in learning.	Interactive art projects celebrating Lunar New Year Docent presentations at school sites Guided museum tours highlighting local history
PRE-TRIP MATERIALS	
Instructional preparation is planned to maximize learning. • Background lessons on Lunar New Year and Chinese culture • Introduction to key vocabulary and traditions • Art instruction preparing students for project creation	Pre-Trip Instruction Description:
POST TRIP MATERIALS	
Learning is reinforced after the trip. • Reflection through discussion and written response • Display of student art projects at the Chinese Temple • Connection to social studies and art standards	Post Trip Activity / Assessment:

Museum staff create field trip plan and training documents



Chinese Temple Field Trip – Third Grade

Friends of the Park docents donated money to purchase books for each school to learn about Lunar New Year prior to field trip

Quinn Neves, Museum Assistant, visited each school to present information on the Chinese Temple and to review museum etiquette with students ahead of the field trip.





Chinese Temple Field Trip – Third Grade

Hands on Shadow Puppet activity



Student art displayed at Chinese Temple



Chinese Temple Field Trip – Third Grade

Quote by 3rd grade Teacher, Helen Wilcox Elementary School, Christy Allsup

The field trip to the Chinese Temple was one of the most organized field trips we've attended. All 6 classes had nothing but great things to say about it--kids, teachers, and parent volunteers as well. It was the perfect mix of learning, combined with just enough hands-on activities. We appreciated the docent presentation beforehand, the books, and the amazing art Ms. Mikaela did with our students.





The quality of these field trips would not be possible without strong partnerships. Museum staff have elevated the experience through their active participation. We hope to expand these opportunities to more students and grade levels, but doing so will require continued support from all of our community partners.

THANK YOU

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES**

RE: **INVESTMENT UPDATE**

DATE: **APRIL 21, 2026**

SUMMARY

The City Council shall receive an investment update from Ryan Midkiff of Building Bridges Financial Advisors, regarding our investment account with Ameriprise Financial.

DISCUSSION

The City invested 20 million in Certificates of Deposits and US Treasury Bonds. The current value of this investment fund is currently over 22 million and comprises approximately 56 individual investments in Cash, CD and US Treasury Bonds.

This investment fund was intended to diversify our overall investment portfolio. Formerly our only investment was with Local Agency Investment Fund (LAIF) managed by the California State Treasurer.

FISCAL IMPACT

None

ACTION REQUESTED -

RECEIVE INVESTMENT INFORMATION.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **KAYLA REASTER, ASSISTANT CITY CLERK**

RE: **RESOLUTION RECOGNIZING MAY 3–9, 2026, AS PUBLIC SERVICE RECOGNITION WEEK**

DATE: **APRIL 21, 2026**

SUMMARY

The City Council shall consider adopting Resolution No. 9450 recognizing May 3–9, 2026, as Public Service Recognition Week in the City of Oroville.

DISCUSSION

Public Service Recognition Week has been celebrated nationwide since 1985 to honor the contributions of public employees at all levels of government. These individuals provide essential services that support the health, safety, and quality of life of the community.

The City of Oroville employs a dedicated workforce that delivers a wide range of services, including public safety, infrastructure maintenance, utilities, parks and recreation, planning, and administrative support. Recognizing Public Service Recognition Week provides an opportunity to acknowledge the professionalism, integrity, and commitment of these employees.

Adopting the proposed Resolution allows the City Council to formally recognize the efforts and contributions of public employees who serve the Oroville community. This recognition aligns with national efforts to highlight the importance of public service and promotes community appreciation for the work performed by City staff.

The Resolution proclaims May 3–9, 2026, as Public Service Recognition Week and encourages residents to acknowledge and thank public employees for their service.

FISCAL IMPACT

None.

ACTION(S) REQUESTED -

ADOPT RESOLUTION NO. 9450; AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

1. Resolution No. 9450

RESOLUTION NO. 9450

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE RECOGNIZING MAY 3–9, 2026, AS PUBLIC SERVICE RECOGNITION WEEK

WHEREAS, public employees at the federal, state, and local levels provide essential services that support the health, safety, and quality of life of our community; and

WHEREAS, Public Service Recognition Week has been celebrated nationwide since 1985 to honor the contributions of public servants and to recognize the vital role they play in effective governance; and

WHEREAS, the dedicated employees of the City of Oroville work tirelessly to deliver critical services including public safety, infrastructure maintenance, parks and recreation, utilities, planning, and administrative support; and

WHEREAS, public servants demonstrate professionalism, integrity, accountability, and a commitment to serving the residents of Oroville with excellence; and

WHEREAS, the City Council wishes to acknowledge and express its sincere appreciation for the hard work, dedication, and achievements of all public employees who serve our community each day; and

WHEREAS, it is appropriate to set aside a week to recognize public employees and to thank them for their service and contributions to the City of Oroville and the public at large.

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

1. The City Council hereby proclaims May 3–9, 2026, as Public Service Recognition Week in the City of Oroville.
2. The City Council encourages all residents to recognize the accomplishments and contributions of public employees and to express their gratitude for the services they provide.
3. The City Council extends its appreciation to all public servants for their continued dedication to serving the community with professionalism and pride.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on the 21st day of April, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED AS TO FORM:

David Ritchie, Assistant City Attorney

David Pittman, Mayor

ATTEST:

Kayla Reaster, Assistant City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **CHRIS TENNS, FIRE CHIEF**

RE: **AUTHORIZATION TO REPAIR FIRE ENGINE 91**

DATE: **APRIL 21, 2026**

SUMMARY

The City Council shall consider authorizing expenditures to repair Fire Engine 91 following damage sustained while responding to a structure fire in early March.

DISCUSSION

In early March, Fire Engine 91 was damaged while responding to a structure fire. The incident resulted in damage to two compartment doors, along with paint and body damage along the side of the apparatus. The affected areas include the drip rail and side panels, which will require bodywork and repainting to restore the engine to proper condition.

The initial repair estimate is $22,812.36. Staff is requesting a not-to-exceed amount of $32,812.36 to account for the possibility that the compartment doors cannot be repaired. If repairs are not feasible, the doors will need to be rebuilt by Smeal, which would increase the overall cost. Staff will make every effort to complete the work within the original estimate and only utilize the additional funds if necessary.

FISCAL IMPACT

Repair is estimated at $22,812.36, with a not-to-exceed amount of $32,812.36. Funds for this repair will be drawn from the Capital Asset Fund - Outside Services.

ACTION REQUESTED -

AUTHORIZE FIRE ENGINE 91 REPAIRS, APPROVING A NOT-TO-EXCEED AMOUNT OF $32,812.36, TO BE FUNDED FROM CAPITAL ASSET - OUTSIDE SERVICES.

ATTACHMENTS

1. Quote

1705 Enterprises Drive
Fairfield, CA 94533

www.fasservice.org
707-867-2005

*** Customer Review ***
Date / Time: 4/1/2026 12:42
Repair Order: 108
Customer: 1601
Branch: Fairfield
Invoice Total: $22,812.36

Item 2.

Charge

Bill To: Oroville Fire Department
2055 Lincoln St
Oroville, CA 95966

Ship To: Oroville Fire Department
2055 Lincoln St
Oroville, CA 95966

Customer P/O	Created By	Completion Date
91	TristenFASfire	

Unit Number: 91 **Model Year: 2008** **Make/Model: SPARTAN TYPE 1**

Type: Equipment **VIN: 4S7CT2D918C070432**

Task: 1 02-000000 perform body work **Department: Service**

Complaint: Drivers comparment door ripped off Rig
Cause: Drivers comparment door ripped off Rig
Correction: Repair 2 side compartment doors, Repair drip bar all the way down the side of body of rig, Bondo and paint whole side of body.

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Ext Price
	BH-10001	Hinge 304 2b 1x2-1/2L	Part	28.00	35.62	997.36
	ShopS-M	Shop Supplies	Misc	1.00	192.00	192.00

QUOTE

Totals		
	Total Parts:	$997.36
	Total Core Chg:	$0.00
	Total Core Ret:	$0.00
	Total EHC:	$0.00
8.00	Total Labor:	$1,280.00
	Total Miscellaneous:	$192.00
	Total Fab work:	$8,340.00
	Total paint and body:	$11,904.88
	Invoice Subtotal:	$22,714.24
	Total Tax:	$98.12
	Invoiced Total:	$22,812.36

Payment Method
Charge

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **MODIFICATIONS TO THE CAL HOME OWNER-OCCUPIED REHABILITATION LOAN PROGRAM GUIDELINES**

DATE: **APRIL 21, 2026**

SUMMARY

The City Council shall consider accepting changes made to the Cal Home Owner-Occupied Rehabilitation Loan Program Guidelines.

DISCUSSION

Staff is seeking City Council approval regarding modifications to the Cal Home Owner-occupied Rehabilitation Loan Program Guidelines. The guidelines were presented and approved by the Housing Loan Advisory Committee at the April 9, 2026th meeting. The major changes include removing interest, increasing the maximum loan amount from $75,000 to $100,000, and increasing the maximum income limits to 120% of the area median income, as set by the State Department of Housing and Community Development.

The Owner-occupied Rehabilitation Loan Program has not used the Cal Home Program Income Funds nor updated the program guidelines in several years. Additional modifications are minor in nature and have been made to bring the guidelines up to the current program standards and processes.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9451 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING MODIFICATIONS TO THE CAL HOME OWNER-OCCUPIED REHABILITATION LOAN PROGRAM GUIDELINES.

ATTACHMENTS

1. Resolution No. 9451; and
2. Cal Home Owner-occupied Rehabilitation Loan Program Guidelines.

CITY OF OROVILLE
RESOLUTION NO. 9451

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING MODIFICATIONS TO THE CAL HOME OWNER-OCCUPIED REHABILITATION LOAN PROGRAM GUIDELINES.

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

1. The Oroville City Council hereby authorizes the modification to the Cal Home Owner-occupied Rehabilitation Loan Program Guidelines. A copy of the changes to the Cal Home Owner-occupied Rehabilitation Loan Program Guidelines are attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on April 21, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, Assistant City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

CALHOME

HOUSING REHABILITATION

PROGRAM GUIDELINES est. 9/5/06, updated ~~7/7/20~~04/21/2026

PROGRAM PURPOSE

1.01 INTRODUCTION

The City of Oroville CalHome Housing Rehabilitation Loan Program has been established in order to conserve the older and basically sound residential neighborhoods.

1.02 PROGRAM OBJECTIVES

The City of Oroville's CalHome Housing Rehabilitation Loan Program is designed to:

A. Improve neighborhoods and expand the supply of decent, safe, and sanitary housing.

~~B. Expand employment opportunities for jobless and underemployed low-income persons.~~

~~C. Provide an environment for the social and economic growth and well-being of all inhabitants and property owners in the City of Oroville.~~

1.03 ADMINISTRATIVE OBJECTIVE

The City of Oroville's CalHome Housing Rehabilitation Loan Program will be administered by the Business Assistance and Housing Development Department and will:

A. Support the program objective of improving neighborhoods through a housing rehabilitation loan program.

B. Offer options to homeowners for improving their property, doing it within their means, thus, indirectly affecting overall improvements that stimulate conventional private sector financial participation in the area.

C. Produce a revolving loan fund as an economically sound and cost-effective rehabilitation strategy. Utilize the existing fiduciary and socio-technical capacity of the City and offer the lowest costs to the participating public.

1.04 LEGAL AUTHORITY

The City of Oroville's CalHome Housing Rehabilitation Loan Program Guidelines are consistent with requirements of the California Health and Safety Code, commencing with Section 50650; the California Code of Regulations, Title 25, commencing with Section 7715; and the CalHome Program Guidelines.

1.05 PROGRAM AUTHORIZATION

The City Administrator is authorized to execute loan documents and agreements on behalf of the City of Oroville pertaining to the operation of the City's CalHome Housing Rehabilitation Program operation.

1.06 GUIDELINE DEVIATIONS

Deviations from these Program Guidelines can only be made with approval of the Loan Advisory Committee.

ELIGIBILITY REQUIREMENTS

2.01 GENERAL CONFLICT OF INTEREST:

No member of the City Council or other official, employee or agent of the City Government who exercises policy, decision-making functions, or responsibilities in connection with the planning and implementation of the City of Oroville's CalHome Housing Rehabilitation Program will directly or indirectly be eligible for financial assistance under this program. This prohibition will continue for one (1) year following the termination of the individual's relationship with the City.

2.02 APPLICANT ELIGIBILITY CRITERIA:

A. An owner may be eligible to participate in the program, upon producing evidence of fee simple or equitable title to the property under consideration.

B. Owner must have owned and resided on the property for six months prior to applying for a loan. However, the six months prior ownership and occupancy requirements are waived if the property has been deemed as Substandard and Unsafe by the City Building Department; however, in either case, the applicant must demonstrate that he/she presently own property that he/she is currently residing in, and that he/she intends to occupy the rehabilitated property.

C. Gross family income will include the incomes of all permanent adult members of the household who can reasonably be expected to continue as members of the household for a substantial portion of the term of the loan and whose income is contributed in substantial part toward maintenance of the household, from all sources including, but not limited to the following:

1. Wages, salaries, tips, payments for disability, AFDC, SSI, Social Security, retirement pensions, unemployment benefits, child support, alimony, net income from rental properties owned, interest, dividends, etc. For self-employed persons, income will be determined by the average gross income minus business expenses for the last three years. (Depreciation is not an allowable expense.)

2. If title to the property is held by others than the occupants of the dwelling the income of the occupants will only be used to determine the eligibility for all loans.

3. Income will also include the value of the family's assets. For this purpose, the amount used is either the actual amount of income derived from all net household assets or ~~2.5~~2% of the value of all such assets. Assets shall include: the value of equity in real property (other than the primary residence), savings accounts, stocks, bonds and other forms of capital investments.

4. Participating households will be restricted to household incomes not to exceed ~~80~~ 120 percent (~~80~~120%) of the area median income for Butte County.

5. Annual monitoring of borrowers shall be done in the form an Annual Property Certification form filled out by the property owner. Further, the property owner will be required to provide evidence supporting that they reside at the property as their principal residence. Suitable evidence would be a copy of the property owner's ~~federal taxes, or a copy of a~~ PG&~~E~~ bill ~~as well as~~ or another utility bill that would prove residency.

D. A list identifying all dependents will be required for submission with a loan or grant application.

2.03 PROPERTY ELIGIBILITY CRITERIA:

A. The property must be within the City limits of Oroville. The rehabilitation program guidelines are restricted to single-family, owner-occupied units,

duplex units where the owner resides in one of the units, and manufactured homes on a permanent foundation. ~~or a manufactured~~

2.04 ELIGIBLE PROPERTY IMPROVEMENTS

A. The following code-related repairs and improvements are required:

1. Repairs and/or improvements needed in order to bring a property into reasonable compliance with the local housing code and CA Building code standards.

2. Repairs or improvements needed to correct incipient code violations. An incipient code violation is defined as a housing condition that is not yet in violation of the code but is likely to deteriorate in the immediate future to the point of violation.

3. Removal of all trash, junk, and debris from yard in order to eliminate safety hazards and maximize the visual benefits of rehabilitation.

4. Installation and/or replacement of basic weatherization and energy conservation measures, i.e., caulking, weather-stripping, insulation, and dual pane windows.

5. Any repairs necessary to meet the City's Property Rehabilitation Standards.

6. Addition of bedrooms to eliminate overcrowding as defined ~~in Section 501 - 503 of the 1994 Uniform Housing Code.~~by the State Department of Housing and Community Development.

7. Provision of modest cooling systems, i.e., permanently affixed evaporative coolers or central air conditioners.

8. Repairs, replacements, and/or improvements required on residential structures built before 1978 that are subject to Lead-Based Paint Regulations 24 CFR Part 35.

FINANCING PROGRAMS

3.01 All Financing Options:

A. Purpose of Loan - The borrower agrees to use the loan proceeds to accomplish the rehabilitation of his/her property to the extent determined by the owner and Housing and Building Department staff.

B. Maximum Loan Amount – A maximum loan amount not to exceed a ~~$75,000~~$100,000 ~~-~~loan amount that includes contingency, loan fees and activity delivery costs, and that when added to the outstanding indebtedness relating to the property, creates a total indebtedness that does not exceed 105% of the after-rehabilitation market value estimate. However, the maximum loan amount may be waived by the Loan Advisory Committee based on applicant need, housing deficiencies, and loans and/or liens subordinate to housing rehabilitation loans made by the City.

C. Maximum Loan Term - The maximum loan term will not exceed thirty years for deferred loans. Any extensions of the loan term will be reviewed on an individual basis and approved by the Loan Advisory Committee in accordance with CalHome Program Guidelines and Regulations.

D. Interest Rate - The interest rate will be ~~3~~0%.

E. Maximum Debt Ratio-The maximum debt to income ratio will be ~~42~~44%.

F. Housing Expense Ratio-The housing expense ratio will be at least 28%

E. Loan Assignment - All loans shall become due and payable upon the transfer or sale of the borrower's interest in the property, change of use from residential to commercial, a noncompliance with the rehabilitation plan, if the property is no longer occupied by the borrower and/or is being rented and at maturity of the loan.

F. Loan Security - The loan will be evidenced by a Promissory Note executed by the borrower and will be secured by a Deed of Trust, with assignment of rents and a rehabilitation L~~l~~oan ~~repayment~~ Repayment ~~agreement~~Agreement, both of which shall be recorded against the property. ~~A manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or HCD 484 Statement of Lien.~~

G. Includable Loan Costs - Costs eligible for inclusion in the rehabilitation loan include those cost attributable to the rehabilitation of the subject property as follows:

1. Credit report.
2. Policy of title insurance and recording fees.
3. Structural pest control report.

4. Inspection fees: appraisal, ~~market value estimate~~lead-based paint assessment and testing, property inspection reports and all building permit fees.
5. Architectural and/or engineering services up to a maximum of 6% of the total construction cost.
6. ~~Activity delivery fee (one-time charge) includes expenses incurred and to be incurred by Housing Rehabilitation Program staff administering the loan.~~
7. Eligible rehabilitation construction costs.
8. Loan contingencies: An amount not less than 3% or more than 10% of the budgeted cost of all improvements is to be included in the rehabilitation budget, to cover cost overruns and required construction changes during the construction period. The borrower must authorize the use of this contingency by change order and the Housing Rehabilitation Program staff must approve the disbursement. Should funds remain in the contingency account after project completion; this excess amount will be credited against the loan principal balance.

H; Project Related Soft Costs (not included in the loan but charged to grant)

1. Activity delivery fee (one-time charge) includes expenses incurred and to be incurred by Housing Rehabilitation Program staff administering the loan.

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APPLICATION PROCESS

4.01 PRE-APPLICATION PROCESS:

A. Property owner will contact the Housing Rehabilitation Office for information regarding the housing rehabilitation loan program.

B. The Housing Rehabilitation Program Staff will explain the eligibility criteria and, if it appears the applicant will qualify for financial assistance, will set up an application appointment with a loan specialist.

4.02 APPLICATION PERIOD, RATING, AND SELECTION

Applications will be accepted year-round *on a first-come first-served basis.*

4.03 LOAN PROCESSING

1. At the time of the appointment for application intake, owner prepares and submits a financial package to Housing Rehabilitation Program staff. The financial package will include:

a. application for financial assistance with all authorization forms signed and dated;
b. ~~authorization forms, signed and dated;~~ proof of current homeowner's insurance policy;
c. ~~proof of ownership of property, i.e., copy of Grant Deed, title policy, etc.;~~ proof that property taxes are paid current;
d. income verification, i.e., 3 months of employment pay stubs, award letter for Social Security or retirement benefits, verification of AFDC or SSI benefits, ~~income tax returns,~~ financial statements, etc.;
e. Most current two years of tax return statements, signed and dated and most current two years of W2 documents, or signed affidavit of non-filing status;
f.~~e.~~ ~~verification of mortgage status~~most recent mortgage ~~statement;~~statement.
g.~~f.~~ ~~verification of bank accounts.~~six months of checking account statements (only one month most recent for savings accounts) for all open accounts.

2. Housing Rehabilitation Program staff will review application and, from the information submitted, determine whether homeowner meets eligibility requirements.

3. *Income Qualifying shall be determined as follows:*

a. A current "snapshot" of gross income (pay stubs or social security income statement, a pension statement, etc.) shall be used and then projected out for a 12-month period to determine gross annual income.
b. Written third party verification shall be obtained for income verification and/or suitable documents provided by the applicant.
c. A thorough assessment of information obtained shall be done. The recipient shall take into account number of pay periods, frequency of certain types of pay, what constitutes an annual salary regardless of the number of months worked in a year, etc.
d. A comparison of Gross Income to the HCD income limit chart shall be done.
e. Gross Income shall mean the amount earned before any deductions have been taken and shall use the projected earnings rather than past earnings. All income from household members that are 18 years of age or older shall be included.
f. The actual amount of income of assets in excess of $5,000 or a 2~~2.5~~% passbook rate of the value of all such assets in excess of $5,000 shall be included in the determination of gross income.

g. The values of net household assets shall be used in the determination of gross income such as savings accounts, stocks, bonds, investments, etc.

h. Income Inclusions and Exclusions shall also be used in income determinations. Please see appendixes A and B to the CalHome Program Guidelines.

4. Housing Rehabilitation Program staff will secure credit report, to see if any problems exist which will prevent providing financial assistance to property owners.

5. Housing Rehabilitation Program staff will request a property inspection from the Property Rehabilitation Construction Supervisor.

6. Housing Rehabilitation Program staff will request preliminary title report, an appraisal or market value estimate, lead-based paint risk assessment and inspection/testing for asbestos containing material, and a termite inspection report.

7. ~~Property~~ Rehabilitation Construction Supervisor will perform and initial property inspection. ~~and owner will inspect the property~~. If it appears that the project is feasible, and owner wishes to continue with the rehabilitation of his/her home, ~~Property~~ Rehabilitation Construction Supervisor will submit an initial scope of work and estimate to the City, followed by a project work write up. ~~a property work write-up and bidding instructions listing the requirements of the City to the owner.~~ Owner and City will review and approve property work write-up ~~and bidding instructions listing the requirements~~. Owner will authorize City staff to ~~mail invitations for sealed bids to eligible and interested contractors~~post notice of the bid publicly and invite contractors to attend the mandatory job walk.

~~8. Housing Rehabilitation Program staff will mail invitations for sealed bids to eligible and interested contractors.~~

9. Property owner will be responsible for checking references and selecting the lowest, most qualified bidder. Property owner must have justification for selecting a contractor whose bid is not within a 10% range of the ~~Property~~ Rehabilitation Construction Supervisor estimate of construction costs. Under special circumstances approved by the Housing ~~Manager~~Director/City Administrator, the property owner may choose a contractor that is outside of the 10% range of the Property Rehabilitation Construction Supervisor estimate of construction costs.

10. Housing Rehabilitation Program staff and owner will review the work write-up and bid form and if it meets the program criteria, will prepare construction agreements.

11. Program staff will compare construction cost with market value estimate or appraisal to determine if there is sufficient equity in the property.

12. Program staff will review application to determine funding source for project.

13. Program staff will prepare the loan package for submission to the City Loan Advisory Committee for approval.

14. Program staff presents the package to the Loan Advisory Committee.

15. Approval or denial of the loan by the Loan Advisory Committee.

16. Loan documents executed by property owners.

17. Deed of Trust and Rehabilitation Loan Repayment Agreement are sent to Title Company for recording and issuance of ALTA. Policy.

18. Construction contracts are executed by property owner and contractor.

19. Program staff sets up the loan dispersal in Grants Management Accounting Sysytem. ~~provides Finance Department with copy of Note and Truth in Lending.~~

20. ~~Property owner~~Program staff issues Notice to proceed to the contractor.

21. ~~Property owner/c~~Contractor obtains the necessary permits.

22. Property owner is responsible for contractor performance (not the City). Property Owner and Rehabilitation Construction Supervisor will inspect rehabilitation work and authorize City to issue progress payments as provided in construction contracts. Rehabilitation Construction Supervisor will inspect rehabilitation as a lender, to assure compliance with the construction contract and program requirements. No payment is to be issued without ~~necessary permits~~Rehabilitation Construction Supervisor's confirmation that all work related to payment request has been completed.

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23. Property owner and Rehabilitation Construction Supervisor make final inspection of completed rehabilitation work and authorize final payment to the contractor.

24. ~~Property owner/contractor~~Program staff ~~files~~ records Notice of Completion.

25. City issues final payment to the contractor for completed rehabilitation work and contractor fills out a lien waiver and release affidavit.

26. ~~Disposition of Fund Statement signed by property owner~~Loan is reconciled and any remaining unused funds are credited to the note and a letter is sent to the homeowner notifying them of the new loan balance.

27. File closed.

4.04 LOAN SETTLEMENT

This section sets forth procedures for preparing the loan settlement documents, completing loan settlement and carry out post-loan settlement.

A. Preparing Loan Settlement Documentation - The City or its authorized representative will prepare for loan settlement as follows:

1. Prepare a Promissory Note, Deed of Trust, Loan Repayment Agreement, Request for Notice of Default, Truth-in-Lending Disclosure Statement and recession notice as applicable.

2. Contact borrower to set up a time for loan settlement.

3. Request borrower ~~to bring with him/her the original and memorandum copy of an~~ add the City as a mortgagee/loss payee on an insurance policy for fire and ~~extended~~ liability coverage, in accordance with the value of the property and indebtedness on the property after rehabilitation. ~~The policy must include an endorsement showing City/Authority as the loss payee.~~ A copy must be received by program staff before work can commence on the project.

~~4. Request borrower to bring the original or a certified copy of the receipt for payment of the current insurance premium, plus his/her most recent property tax and/or special assessment payment receipts.~~

~~5. If the first Deed of Trust holder is holding an impound account, borrower must bring verification showing what has been impounded (taxes or insurance or both), amount of impound being collected each month and current status of the account.~~

B. Completing the Loan Settlement - Review the terms and conditions of the loan with the borrower, to ensure that he/she understands what is expected of him/her. Obtain signatures and acknowledgment if applicable. ~~Obtain required insurance documents and tax receipts~~.

C. Disbursements/Account Management - Disbursements from the rehabilitation account will be made only for the following purposes, as appropriate for each applicant:

1. To make progress and final payment for rehabilitation work to the contractor~~., owner, subcontractor and supplier.~~

2. To make payment for eligible incidental costs.

3. To close out the rehabilitation account, appropriately disbursing any unutilized funds remaining in the rehabilitation account to the rehabilitation loan balance of borrower.

D. Progress, Final Payment, and Retention Payment to Contractor - Upon receipt of a request for progress payment, approved by the homeowner, from the contractor, and following the City's inspections and approval of the work, City will authorize payment due to the contractor for the work satisfactorily completed. Payments will at no time exceed 90% of the total construction costs. The remainder due contractor will be withheld pending satisfactory completion of all the work as set forth in the contract. When all the work is found to be satisfactorily completed in accordance with contracts, City will obtain from the contractor a Release of Liens; the City will authorize final payment to the contractor no sooner than thirty-five (35) days following the recording of the Notice of Completion. The amount of the final payment check will include, if applicable, any progress payments sums previously withheld, but due the payee.

E. Adjustment and Close out of the Rehabilitation Account - Disbursements will close-out the rehabilitation account. However, if unutilized funds remain in the rehabilitation account because the actual rehabilitation costs were less than anticipated or for other reason, the unutilized funds will be applied to the principal loan balance of borrower.

F. Disposition of Funds Statement - After all funds have been disbursed from rehabilitation account and the account has been closed, the City will prepare a Disposition of Funds Statement in which the City will account for the disposition of the full rehabilitation loan amount and any other funds in the rehabilitation account for applicant.

4.05 LOAN SERVICING

This section sets forth procedures for the handling of loan payments and payoffs and loan monitoring. City will record all recordable instruments and obtain evidence of recordation.

A. Monitoring the Rehabilitation Loan – the City of Oroville shall monitor compliance with loan requirements as follows:

1. An "Owner Occupancy Declaration" shall be sent out once per year to ensure continued owner occupancy.
2. If the City of Oroville is not in receipt of revised evidence of insurance at the annual renewal, the City may, at its option, purchase force placed insurance on the property and/or call the loan immediately due and payable.
3. Upon receipt of notice of non-payment of taxes from the Butte County Tax Collector's office, the Housing Department shall send, via certified mail, notice to the borrower that if taxes are not paid the City of Oroville may, at its option, pay taxes due and/or call the loan immediately due and payable.

B. Payments – the City of Oroville Finance and Housing Departments shall process payments and late notices in the following manner:

1. All payments shall be posted on the date received to the Grant Management Accounting System.
~~2. A copy of all payment receipts shall be given to the Housing Development Department each month for their loan file.~~
~~3.~~2. ~~The Finance Department shall deliver to the Housing Department~~ Program staff will prepare an "aging" report each month showing the number of days late each loan payment is.
~~4.~~3. Housing Department shall send out late payment notices per the aging report each month.

C. Payoffs – the City of Oroville Finance and Housing Departments shall handle requests for payoff and payoff checks as follows:

a. Upon receipt by the Housing Department of a request for payoff statement, Housing shall ~~send to Finance a request for~~ prepare payoff figures containing all loan information. ~~Housing is responsible for verifying all information provided by Finance with information contained in the loan file.~~
b. Upon receipt of payoff checks by the Housing Department, Housing shall complete payoff instructions to Finance, copy check and payoff instructions for loan file, and upon approval from designated Housing Staff, deliver original check and instruction to Finance for processing.

c. Housing Department staff shall, upon receipt of payoff, prepare a Substitution of Trustee and Deed of Full Reconveyance to be signed by the City Administrator and delivered ~~to the appropriate title company for recording~~the Butte County Recorder's Office to record.

D. Default and Foreclosure – City is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable should any of the following events occur:

1. Failure to pay the amount of any installment of principal and interest, or any other charge payable on the note, which will have become due, prior to the due date of the next installment.

2. Nonperformance by the Trustor of any of the terms and conditions of the Deed of Trust, Promissory Note, and/or Loan Repayment Agreement, or of any other agreement heretofore, herewith or hereafter made by the Trustor with the beneficiary, in connection with such indebtedness, after Trustor has been given notice by the beneficiary of such nonperformance.

3. Failure of Trustor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the conveyed property, or any part thereof, which will have priority over the lien of the Rehabilitation Loan Deed of Trust. A Request for Notice of Default will be recorded against property.

4. Beneficiary's discovery of Trustor's failure in any application of Trustor to beneficiary's, to disclose any fact deemed by beneficiary to be material, or in the making therein that would have prevented the Trustor from being eligible for the rehabilitation loan program, or in any of the agreements entered into by Trustor with the beneficiary (including, but not limited to, the Note, this Deed of Trust, and Loan Repayment Agreement) of any misrepresentation by, on behalf of, or for the benefit of the Trustor.

5. Upon default by Trustor in payment of any indebtedness secured hereby, or in performance of any agreement hereunder, beneficiary may declare all sums secured hereby immediately due and payable, by delivery to Trustor of written declaration of default and demand for sale, and of written notice of default and of election to cause the property to be sold, which notice Trustee will cause to be duly-filed for the record. Beneficiary will also deposit with Trustee, this Deed, the Note, and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law and following the recordation of said Notice of Default and Notice of Sale, Trustor will sell said property at the time and place filed by it in said Notice of Sale, at public auction to the highest bidder, for cash in lawful money of the United States, payable at time of sale. Any person, including Trustor, Trustee or beneficiary, may purchase at the sale. Trustee will apply for the proceeds of sale to the payment of:

a. The expenses of such sale, together with the reasonable expenses of this Trust, which will include legal fees if any are incurred;
b. Cost of any evidence of title procured in connection with such sale, and revenue stamps on Trustee's Deed;
c. All sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided on the principal debt;
d. All other sums then secured hereby; and
e. The remainder, if any, to the person or persons legally entitled thereto.

CONSTRUCTION

5.01 DETERMINATION OF WORK TO BE DONE

The Rehabilitation Construction Supervisor and the owner will inspect the property, and will identify deficiencies, per the City Code that are required to be completed with the rehabilitation loan. Other work may be identified that the Rehabilitation Construction Supervisor suggests should be done but are not specific City requirements. The Rehabilitation Construction Supervisor will consult and advise the owner of the work to be done. The Rehabilitation Construction Supervisor will prepare a work write-up and cost estimate. The Owner will review and approve the work write-up and cost estimate.

5.02 CONTRACTOR SELECTION AND BIDDING

Contracting for rehabilitation work will be done on a competitive basis for all contracts involving more than $2,000.00 in accordance with City Code Requirements. The Housing Department will maintain a list of all interested contractors who will be kept informed of upcoming bid proposals. All interested contractors and subcontractors must have a California Contractor's License and maintain Worker's Compensation and Employer Liability Insurance, as required. Additionally, Contractor's doing business in Oroville must obtain a Business License.

The Owner will authorize the City to invite qualified licensed contractors to bid for the rehabilitation work identified in the work write-up and plans, if any. The successful bidder will generally be the low bidder. The owner will be responsible

for contractor selection based upon the bid amount and the contractor's reputation. The owner will be responsible for checking contractors' references. If the borrower elects to choose other than the low bidder then the borrower must submit, in writing, such reason for not selecting the low bidder. A selected contractor will be licensed, of good reputation, financially sound, and capable of obtaining adequate labor, and have adequate financial resources to carry out his/her bid and proposal to do the necessary work within the time specified in the contract. Potential contractors must apply to the City and obtain approval prior to being added to the Contractor's Bid List.

5.03 CONTRACTING FOR REHABILITATION WORK

A. The contract for rehabilitation will be between the property owner and the contractor. The owner is responsible for contractor performance. The City and Owner will at all times have access to the work during its progress and will be furnished with every reasonable facility for inspection for ascertaining that the materials, work and work performance, and equipment are in accordance with the requirements and intentions of the contract.

If such work is not satisfactory to the City, City may stop work on the repairs and improvement and order the replacement or correction thereof or additions thereto and withhold all disbursements hereunder until such work on the repairs and improvements are deemed to be satisfactory. City, however, is under no obligation to make or supervise the repairs and improvements. Inspection by City is for the sole purpose of protecting City's security and is not to be construed as a representation that the repairs and improvements will be free from faulty material or work.

The owner has the right to and may make or cause to be made other independent inspections as desired for their own protection.

B. Inspection/Payments - Following the owner's approval of contractor payment request, the City Rehabilitation Construction Supervisor will inspect the job and determine if the repair work is satisfactory. If the City determines that the work completed is satisfactory, the City will approve the payment request and route that request to the City Finance Department for payment.

C. Change Orders - The owner, without invalidating the contract may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. All such change in the work will be authorized by change order and will be executed under the applicable conditions of the contract documents. If the contractor performs any extra

work prior to receipt of an approved change order, he/she forfeits all right to extra payment for such work.

D. Completion of Work/Final Payment - Upon request for completion inspection by the contractor, City staff/Owner will inspect the property for compliance to the construction contract. If there are items yet to be completed or need to be redone, Owner/City staff will provide contractor with a "punch list" identifying what remaining work items require correction. Once all work is satisfactorily completed, the City/Owner will:

1. Approve all Contract work;
2. Obtain signed-off copies of all building permits;
3. Obtain lien releases from the contractor and subcontractors and suppliers; and
4. Obtain all warrantee and guarantees for the owner.

E. DEFAULT ON WORK REQUIREMENTS

Each of the following events will constitute events of default:

1. Substantial deviations from the repairs and improvements without prior approval of City or the appearance of defective work or materials which is not corrected within thirty (30) days after written notice thereof.

2. Cessation of work on the repairs and improvements prior to completion for a continuous period of thirty (30) days or more.

3. The filing of any claim of lien against the property and the continued maintenance of said claim for a period of five (5) days without discharge or satisfaction thereof.

4. Owner/Contractor's filing of a petition in bankruptcy, or for debtor's extension of time, or any other relief under the Bankruptcy Act, or any other state or federal insolvency law, as not existing or as hereafter amended; or if owner/contractor is adjudicated bankrupt; or if any petition filed against owner/contractor under the provisions of the Bankruptcy Act is approved; or if a general assignment for benefits of creditors is made.

5. Sale of property prior to completion of repairs and improvements.

6. The breach of any covenant, warranty, promise, or representation under any applicable agreement.

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GENERAL REQUIREMENTS

6.01 TRUTH-IN-LENDING REQUIREMENT

A. Truth-in-Lending Disclosure Statement - An approved Truth-in-Lending Disclosure Statement is to be used at a loan settlement in meeting the requirement of the Truth-In-Lending Act.

1. A completed Disclosure Statement will be given to all borrowers of loans on residential property.

2. The Disclosure Statement will be given to borrower at loan settlement, but prior to the time he/she executes the Deed of Trust and Promissory Note obligating his or her repayment or the loan.

3. When the Disclosure Statement is given to borrower, he/she will be requested to sign and date the Statement. A signed copy of the Disclosure Statement will be retained by City in the loan document file.

6.02 ADDITIONAL TERMS, CONDITIONS AND ASSURANCES

Specific legal provision and conditions for a rehabilitation loan are set forth in the Deed of Trust, Loan Repayment Agreement, other security instruments, and the Promissory Note. In addition, an applicant must agree to the following “terms and conditions”:

A. Borrower will not discriminate upon the basis of race, color, sex, marital status, disability, religion, or national origin in the sale, lease, rental, use or occupancy of the property to be rehabilitated under this program.

B. As required, borrower will comply with all applicable provisions of Federal statutes and regulations and City or County ordinances concerning equal employment opportunities for persons engaged in rehabilitation work undertaken in connection with the City of Oroville’s CalHome Housing Rehabilitation Program.

C. Borrower will agree to use loan proceeds only to pay for costs of services and materials necessary to carry out the rehabilitation work identified in the project work plan. Proceeds will not be used to pay expenses for work completed prior to loan approval or authorization to proceed.

D. Loans subordinated to the CalHome loan must not have a balloon payment due prior to the maturity date of the CalHome loan.

E. Insurance - There will be a policy of title insurance on all secured loans in the amount of the rehabilitation loan. As well a Fire and extended coverage insurance will be required on the property, naming the City as first loss payable or second loss payable per loan position.

F. Protect the Public Interest - Borrower will allow no employee or official of the City of Oroville to have any interest, direct or indirect, in the proceeds of a loan.

G. Fees, Commissions, or Gifts - Borrower will pay no fees commissions and make no gifts to any person exercising any function or responsibility, direct or indirect, in connection with administration of the loan.

H. Minority Contractor Participation - Borrower will agree to provide opportunities for participation in rehabilitation by minority and female business enterprises.

I. Loan Security Requirements - Borrower will provide security for the loan in the form of a Promissory Note secured by a Deed of Trust with Assignment of Rents.

J. Rehabilitation Loan Funds - Borrower will authorize the City of Oroville, or its designee, to establish a rehabilitation account and to act as agent of the rehabilitation loan and to authorize disbursement of such funds to borrower and contractor as set forth in the contract between them. In the case of multiple ownership, where borrowers hold title, the signature of every titleholder will be required on all documents where signature of the borrower is required, unless a properly executed power of attorney is filed with the City.

K. Records - Borrower will keep such records as may be required by the City, or its agent, in connection with the rehabilitation work.

L. Inspections - Borrower will be responsible for compliance with the contract documents. Borrower will permit inspection of the property by Housing Rehabilitation and City Building Department staff to further inspect the job with regard to the property, the rehabilitation work, and all contracts, equipment, materials, payrolls, and conditions of employment pertaining to the work.

M. Permits - No work will be done without first obtaining the necessary permit or permits issued by the City Building Inspection Department.

N. Eligible Contractors - Borrower will award contracts for rehabilitation work only to contractors who are registered and licensed by the State of

California. Applicable-lien releases are to be obtained by the contractors and submitted to the City before final disbursement can be made.

O. Hold Harmless - Borrower will hold City harmless from any injuries to borrower's property or personal belongings during the rehabilitation of the property.

P. Owner Responsibilities of Rehabilitation Work - Borrower must be willing to ensure the building will meet the minimum rehabilitation standards.

1. In the event of borrower's or his/her agent's failure to perform, City will cause satisfactory completion of the remaining work. Any loss to City, attributable to this failure to perform could constitute a lien on the property and would result in an increase in the loan. Renegotiation of the loan will establish a revised payment plan.

2. Borrower also agrees to maintain the security of the rehabilitation loan in a decent, safe, and sanitary condition, following completion of the rehabilitation work.

6.03 LOAN ASSUMPTION

The CalHome Loan is not assumable.

6.04 PERMITTED LOAN TRANSFERS

The CalHome Loan is not assumable except under the following limited circumstances:

A. The transfer of the property to the surviving joint tenant by devise, or descent, or operation of law on the death of a joint tenant.

B. A transfer, in which the transferee is a person who occupies or will occupy the property, which is:
   1. a transfer where the spouse becomes an owner of the property.
   2. a transfer where in the case that there is no spouse, another family member, within reasonable relations, may become owner of the property assuming they meet all other guidelines under CalHome, the property must be in good condition, and in conjunction with a recommendation from the Director of Business Assistance/Housing Development Department as well as an approval from the Loan Advisory Committee.
   3. a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property;
   4. a transfer into an inter vivos trust which the borrower is and remains the beneficiary and occupant of the property.

6.05 CHANGES IN BORROWER STATUS

All loans will become due and payable when:

A. Use of the property changes from residential too commercial.
B. The term of the loan expires.
C. The work itemized in the Property Rehabilitation Work Write-up is not completed within contract term, or a reasonable time thereafter.
D. The owner significantly deviates from the Property Rehabilitation Work Write-up without consent of City.
E. The property becomes non-owner occupied.

6.04 CANCELLATION AND ACCELERATION OF AMOUNTS DUE

At its option, City or its designee reserve the right to cancel and terminate this rehabilitation loan, by sending written notice of cancellation to applicant at his/her mailing address as set forth in the application if, for a period of 45 days from the date of the rehabilitation loan approval, applicant will have failed or refused to cause the commencement of physical rehabilitation work on his/her property, or if the applicant will have failed or refused to comply with such rehabilitation work within a reasonable time. City and/or lenders' failure to exercise this right will not be deemed a waiver thereof, as long as the rehabilitation work remains incomplete.

6.05 LOAN PREPAYMENT

All loans may be repaid at any time, in whole or in part, with no repayment penalty.

6.06 DEFAULT AND FORECLOSURE

City is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable should any of the following events occur:

A. Nonperformance by the Trustor of any of the terms and conditions of the Deed of Trust, Promissory Note, and/or Loan Repayment Agreement, or of any other agreement heretofore, herewith or hereafter made by the Trustor with the beneficiary, in connection with such indebtedness, after Trustor has been given notice by the beneficiary of such nonperformance.

B. Failure of Trustor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the conveyed property, or any part thereof, which will have priority over the lien of the Rehabilitation Loan Deed of Trust.

C. Beneficiary's discovery of Trustor's failure in any application of Trustor to beneficiary's, to disclose any fact deemed by beneficiary to be material, or in the making therein that would have prevented the Trustor from being eligible for the rehabilitation loan program, or in any of the agreements entered into by Trustor with the beneficiary (including, but not limited to, the Note, this Deed of Trust, and Loan Repayment Agreement) of any misrepresentation by, on behalf of, or for the benefit of the Trustor.

D. Upon default by Trustor in payment of any indebtedness secured hereby, or in performance of any agreement hereunder, beneficiary may declare all sums secured hereby immediately due and payable, by delivery to Trustor of written declaration of default and demand for sale, and of written notice of default and of election to cause the property to be sold, which notice Trustee will cause to be duly filed for the record. Beneficiary will also deposit with Trustee, this Deed, the Note, and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law and following the recordation of said Notice of Default and Notice of Sale, Trustor will sell said property at the time and place filed by it in said Notice of Sale, at public auction to the highest bidder, for cash in lawful money of the United States, payable at time of sale. Any person, including Trustor, Trustee or beneficiary, may purchase at the sale. Trustee will apply the proceeds of sale to the payment of:

1. The expenses of such sale, together with the reasonable expenses of this Trust, which will include legal fees if any are incurred;
2. Cost of any evidence of title procured in connection with such sale, and revenue stamps on Trustee's Deed;
3. All sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided on the principal debt;
4. All other sums then secured hereby; and
5. The remainder, if any, to the person or persons legally entitled thereto.

E. All foreclosure proceedings must be initiated by resolution of the City Council authorizing the Mayor to execute a Notice of Default.

LOAN ADVISORY COMMITTEE

7.01 LOAN ADVISORY COMMITTEE PURPOSE AND COMPOSITION

A. Loan Advisory Committee Purpose - The function of the Loan Advisory Committee will be to review and act on applications recommended by Housing Rehabilitation Program staff for financing. The Loan Advisory Committee will review applications in terms of eligibility, compliance with all program requirements, consistency of staff recommendations regarding terms and type(s) of assistance provided. The Committee will also review the proposed loan package and, if appropriate, recommend changes in loan terms and type(s) of assistance to be provided.

In the event of a borrower's death, the Loan Advisory Committee may approve a loan assumption as it pertains to the heir of the deceased provided that all guidelines are met stated under 6.04 Permitted Loan Transfers.

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B. Composition - The Committee will consist of three (3) members of the City Council to be appointed by majority vote of the City Council for a maximum two (2) year term; two (2) individuals that reside in the Oroville City limits and/or own a business or work within the Oroville City limits to be appointed by the City Council for a maximum two (2) year term, and two individual alternates to be appointed by the City Council for a maximum two (2) year term, and the Business Assistance/Housing Development Director and Finance Director as exofficio members without a vote.

7.02 APPEALS BOARDS

Applicants Denied Financial Assistance - Applicants denied Housing Rehabilitation financial assistance or dissatisfied with financing decisions may request a review hearing with a three (3) member Appeals Board consisting of the Chairperson and two (2) Oroville City Council members to be appointed by the Chairperson. A request for review must be submitted, in writing within fifteen (15) days following notification to the applicant of the Loan Advisory Committee's decision by the Housing Rehabilitation Program staff. The request must detail the disputed Loan Committee decision, the reason given for any denial of assistance, and the action desired by the applicant to resolve the problem.

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If the problem cannot otherwise be resolved by Housing Rehabilitation Program staff, the ~~Manager~~ Director of Business Assistance/Housing Development will request the Mayor to arrange for a meeting of the Appeals Board. The meeting or review hearing must be held within 30 days of receipt of the applicant's written request by the ~~Manager~~ Director of Business Assistance and Housing Development. Other than by members of the Appeals Board, the hearing will be attended by at least one Loan Advisory Committee member, the applicant, the Mayor, and the ~~Manager~~ Director of Business Assistance and Housing Development. The Appeals Board will

determine if reconsideration should be given to the applicant by Program Officials and will specify the guidelines to be used in the re-evaluation.

Contractor/Property Owner Disputes - City of Oroville and/or ~~Community Development/Housing Division~~Business Assistance and Housing Development staff will not act on behalf of the contractor or owner to resolve disputes of the contractor and owner arising during the course of construction. If disputes can not be resolved between the owner and contractor parties will be advised to contact the State Contractors Licensing Board, to pursue alternatives dispute resolution, or to seek the advice of a private attorney.

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AFTER REHABILITATION PROPERTY

9.01 PROPERTY MAINTENANCE

All City Housing Rehabilitation Program loans require the borrower:

A. To protect and preserve said property and to maintain it in good condition and repair.

B. Not to remove, demolish, or materially alter any building or any improvement thereon, nor change or alter both the terms and conditions of existing lease of the premises, or the present character of said property.

C. To complete or restore promptly and in a quality manner which equals or exceeds construction standards any building or improvement that may be constructed, damaged, or destroyed thereon and pay when due all costs incurred therefore, and to comply with all of the terms of any building loan agreement between Trustor and Beneficiary.

D. Not to commit waste of the property.

E. To comply with all laws, covenants, conditions, or restrictions affecting the property.

F. To cultivate, irrigate, fertilize, fumigate, prune and do other actions from the character or use of said property as may be reasonably necessary; the specific enumerations herein not excluding the general.

These conditions help assure that the property does not revert to its pre-rehabilitation state. It will be strictly enforced.

9.02 STEPS FOR ASSURING PROPERTY MAINTENANCE

A. Provide the borrower in writing:

1. A list of needed repairs or maintenance items.
2. A recommendation as to a solution to the deficiencies.
3. A request that the repairs be performed within 60 days.

B. At the end of the 60-day span, Housing Rehabilitation Program staff will inspect the property. If the needed repairs have not been performed, staff will set an appointment with the borrower to inspect the property and discuss why maintenance has not been performed. If the borrower is unable to afford to make the needed repairs, and if the repairs represent new building deficiencies not covered by the original rehabilitation, additional Housing Rehabilitation Program funds may be provided, from sources other than the CalHome Program.

C. Following the visit and inspection, the borrower will be given 60 days to make the necessary repairs. The borrower will be given written notice at the start of this phase that if repairs are not performed within 60 days they will be considered to be in default.

D. If repairs are not performed within 60 days of the notice as outlined in Item C., the City may begin foreclosure proceedings.

APPENDIX A

Title 25 Section 6914 Gross Income Inclusions

"Gross Income' shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

"Income" shall consist of the following:

(a) Except as provided in subdivision (b), "Exclusions", all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:

(1) The Gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;

(2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);

(3) Interest and dividends;

(4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay

(6) Public Assistance. If the public assistance payment includes an amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus

(B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,

(7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;

All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse.

APPENDIX B

Title 25 Section 6914 Gross Income Exclusions

(b) The following items shall not be considered as income:

(1) Casual, sporadic or irregular gifts;

(2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

(4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the cost of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for subsistence are to be included in income;

(5) The special pay to a serviceman head of a family away form home and exposed to hostile fire;

(6) Relocation payments made pursuant to federal, state, or local relocation law;

(7) Foster childcare payments;

(8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged the eligible household;

(9) Payments received pursuant to participation in the following volunteer programs under the ACTION Agency:

(A) National Volunteer Antipoverty Programs which include VISTA, Service-Learning Programs and Special Volunteer Programs.

(B) National Older American Volunteer Programs for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**
WES ERVIN, CITY PLANNER

RE: **SECOND READING OF ORDINANCE 1895 WITH AD HOC CITIZEN BUSINESS ADVOCACY COMMITTEE RECOMMENDATIONS REGARDING THE STREAMLINING OF CERTAIN BUSINESS LICENSE AND PLANNING PERMITS TO REDUCE THE COST AND PROCESSING TIME FOR APPLICANTS**

DATE: **APRIL 21, 2026**

SUMMARY

The City Council shall consider adopting Ordinance No. 1895 with changes to Oroville Municipal Code sections 17.04.060, 17.16.120, 17.16.180, and Tables 17.34.020-1, 17.28.010-1, 17.32.010-1, AND 17.36.010-1, for the purpose of streamlining certain business permits to reduce the time and cost of applying.

DISCUSSION

The Council will review Zone Change ZC25-01 the latest code changes recommended by the Ad Hoc Citizen Business Advocacy Committee, which were approved by the Planning Commission at a Special Meeting on March 5, 2026, and the City Council on April 7, 2026.

The recommended changes are outlined below. Specific code changes in the tables and codes are in the attached ordinance.

Changes include:

- Tattooing and body art are Administrative permits instead of use permits.
- Short term rentals are added and are now regulated.
- Pet shops are Administrative permits instead of Use permits with new standards of care.
- Animal grooming permitting is modified in certain zones.
- Florists are added to the definition of General Retail.
- Al fresco dining is allowed in the OF (Office) zone.
- Tier 2 & 3 Solar permits would not be allowed in C1 and CN Zones

- Smoke shops would not be allowed in the Office Zone.
- Commercial child-care centers would not be allowed in industrial districts unless operated by an employer in that district for their own employees.
- Libraries and museums would be allowed in MXD and MXN zones.

FISCAL IMPACT

None.

ACTION REQUESTED -

ADOPT ORDINANCE NO. 1895 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING OROVILLE MUNICIPAL CODE SECTIONS 17.04.060, 17.16.120, 17.16.180, AND TABLES 17.34.020-1, 17.28.010-1, 17.32.010-1, AND 17.36.010-1.

ATTACHMENTS

1. Ordinance No. 1895

CITY OF OROVILLE

ORDINANCE NO. 1895

AN ORDINANCE OF THE CITY OF OROVILLE CITY COUNCIL APPROVING ZONING CODE AMENDMENT ZC25-01 WITH CERTAIN ZONING CODE CHANGES TO REDUCE THE COST AND PROCESSING TIME FOR APPLICANTS—INITIATED BY THE AD HOC CITIZEN BUSINESS ADVOCACY COMMITTEE

WHEREAS, The City Council has created the ad hoc Citizen Business Advocacy Committee; and

WHEREAS, the Citizens Advisory Committee and the Planning Commission met several times to research, conduct interviews and discuss potential improvements to the City's zoning code; and

WHEREAS, at a duly noticed public hearing, the Planning Commission considered the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by the code changes described herein and also considered the City's staff report regarding the request.

WHEREAS, the Commission determined that this action is exempt from CEQA; and

WHEREAS, the Planning Commission recommends to the City Council changes to the Master Fee Schedule, to Oroville Municipal Codes17.04.060, 17.16.120, and 17.16.180, and to Tables 17.34.020-1, 17.28.010-1, 17.32.010-1, and 17.36.010-1.

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

SECTION 1. The following amendments to Oroville Municipal Code Ch. 17 are approved:

A) **OMC 17.04.060 G. Definitions, "G." General retail is amended to read as follows:**

General retail. A retail establishment that sells a variety of merchandise and is not otherwise identified in this title as a unique retail use, including, but not limited to, antique stores, bookstores, drugstores, florists/garden shops, hobby shops, secondhand stores, retail bakeries, hardware stores, appliance and electronics stores and any use of like kind or character.

B) **OMC 17.04.060 P. Definitions, "P." Personal services-low-impact is amended to read as follows:**

Personal services—low-impact. A personal services establishment that tends to create minimal adverse impacts for its surroundings, including, but not limited to, clothing rental, dry-cleaning services with no on-site dry-cleaning equipment, estheticians, permanent makeup artists, tattoo artists, micropigmentation, body piercing, certified massage therapists, laundromats, tailors, tanning salons and other uses of like kind or character.

C) **OMC 17.04.060 P. Definitions, "P." Personal services-moderate-impact is amended to read as follows:**

Personal services-moderate-impact. A personal services establishment that may tend to attract criminal activity or reduce property values when found near similar establishments, and that may need to be dispersed in order to reduce these potential negative impacts. The term "moderate-impact personal services" includes, but is not limited to, check-cashing stores, pawnshops, psychics, spas and hot tubs for hourly rental, ~~tattoo and body piercing parlors~~ and other uses of like kind or character.

D) **OMC 17.04.060 P. Definitions, "P." Professional Office is amended to read as follows:**

Professional office. An office used by persons who provide services that require a state license or certificate, including, but not limited to, accountants, architects, dentists, doctors, engineers, lawyers, medical estheticians, ~~permanent makeup artists,~~ certified massage therapist, and real estate agents. The term "professional office" shall not include any facility that provides intensive medical treatment or overnight lodging for persons, such as a hospital; any facility that provides permanent or temporary boarding of animals, such as a veterinary office or kennel; any use that is considered a "personal service," as defined in this title; or any adult-oriented business.

E) **OMC 17.04.060 S. Definitions, "S." Short-term rental is added to this Chapter as follows:**

Short-term rental. A furnished residential structure, or a portion of one, rented out for a brief period, typically 30 consecutive days or less, and where meals are typically not provided. A short-term rental with more than 5 guest rooms shall be considered a hotel or motel, as applicable. A Short-term rental is responsible to pay transient occupancy tax per Oroville Municipal Code Chapter 3.20.

F) **Paragraph G. Standards of Care for Pet Shops and Kennels shall be added to OMC 17.16.120 Animal Keeping as follows:**

G. Standards of Care for Pet Shops and Kennels

A. Primary enclosures.

1. In addition to those standards of care outlined in Lockyer-Polanco-Farr Pet Protection Act (California Health and Safety Code Section 122125 et seq.), the Polanco-Lockyer Pet Breeder Warranty Act (California Health and Safety Code Section 122045 et seq.), the Pet Store Animal Care Act (California Health and Safety Code Section 122350 et seq.), and the Animal Welfare Act ("AWA") (7 U.S.C. Section 2131 et seq.), Pet Shop and Kennel must adhere to the following guidelines:

   a. A primary enclosure, as defined under § 7.24.020, must be structurally sound and maintained in a safe, working condition to properly confine animals, prevent injury, keep other animals out, and enable the animals to remain dry and clean. There must not be

any sharp edges, gaps or other defects that could cause an injury or trap a limb or other body part. Secure latches or other closing devices must be present. Wire-mesh bottoms or slatted floors in cages are not acceptable for primary enclosures for cats, rabbits, or dogs.

b. The primary enclosure should protect animals from disease exposure, provide good air quality, and be readily cleaned and disinfected. Enclosures should facilitate the monitoring of health and behavior and permit efficient and low-stress daily care. Enclosures that permit care and cleaning without removal of the animal (e.g. double-sided or compartmentalized enclosures) should be provided for recently admitted or ill animals and those who are younger than twenty (20) weeks of age.

c. A primary enclosure shall permit the provision of clean water and food without contamination from urine, feces or litter and must allow animals to sit, sleep and eat away from areas of their enclosures where they defecate and urinate. Cats and rabbits should be provided with a litter box that will comfortably accommodate their entire body. Elevated resting places should be provided whenever possible, as long as this would not restrict animal movement within the enclosure. A soft resting place should be made available for all animals to provide comfort as well as prevent pressure sores from developing. Primary enclosures should allow animals to see out but should also provide at least some opportunity to avoid visual contact with other animals.

d. Primary enclosures must provide animals with the opportunity to express normal behavior, such as (depending on species and housing unit) hiding, perching, walking, running, jumping, scratching, playing, and interacting with or avoiding conspecifics and people. At minimum, primary enclosures shall provide sufficient space to allow each animal, regardless of species, to make normal postural adjustments e.g. to turn freely and to easily stand, sit, stretch, move their head, without touching the top of the enclosure, lie in a comfortable position with limbs extended, move about and assume a comfortable posture for feeding, drinking, urinating and defecating. In addition, cats and dogs should be able to hold their tails erect when in a normal standing position.

e. Excreta shall be removed from primary enclosures as often as necessary to prevent contamination of the animals contained therein and to control disease hazards and odors. When water or cleaning and disinfecting products will be sprayed in or near the area of the primary enclosure, animals must be removed from the

cage or kennel, or separated from the area being cleaned by a solid partition to prevent splatter or soaking of the animal. It is an unacceptable practice to spray down kennels or cages while animals are inside them. Animals shall not be placed in empty primary enclosures previously inhabited by other animals unless the enclosure has first been cleaned and disinfected.

f. Animals showing signs of contagious illness shall be removed from rooms and enclosures containing healthy animals and housed in a separate isolation room.

g. Animals shall not be tied to fences or cages in lieu of being housed in primary enclosures.

h. Vehicles used to transport animals must protect the animals from the elements, provide adequate ventilation and climate control, and be structurally sound to prevent injury to animals. Animals must be transported in compatible groups of the same species. In addition, the transport enclosure must be kept clean and must be of sufficient space to allow the animals to move freely (turn around, lie down, and stand up).

2. Unpermitted primary enclosures.

a. Cages or crates intended for short-term, temporary confinement or travel (e.g. airline crates, transport carriers, cages or crates designed to restrict mobility during a defined period for recovery or treatment including small stainless steel cages less than 2 ft x 2 ft), are unacceptable as primary enclosures. Crates or cages must not be stacked upon each other in a manner that increases animal stress or discomfort, compromises ventilation, or allows waste material to fall from the cage above into the cage below.

b. Animals housed in the same primary enclosure shall be maintained in compatible groups, with all of the following additional restrictions:

1. Females shall not be housed in the same primary enclosure with sexually intact males

2. Any animal exhibiting a vicious disposition shall be housed individually in a primary enclosure

3. Immature animals shall not be housed in the same primary enclosure with adults other than their mothers

4. Animals of different species shall not be housed in the same primary enclosures.

G) **Oroville Municipal Code 17.16.180 Solar Energy Systems is amended to read as follows:**

§ 17.16.180. Solar energy systems.

A. **Purpose.** This section establishes standards for systems that convert solar energy into electricity. These standards allow for an efficient permit process while minimizing potential impacts on neighboring properties.

B. **Types of Systems.**

1. A "Tier 1" solar energy system means a system only used to power on-site uses. Tier 1 systems include roof-mounted and ground-mounted systems and photovoltaic systems integrated into building materials used in the construction of a structure.

2. A "Tier 2" solar energy system means a ground-mounted system used to power on-site and off-site uses, with less than 50% of the power generated used off-site.

3. A "Tier 3" solar energy system means a ground-mounted system used to power on-site and off-site uses, with 50% or more of the power generated used off-site. Solar systems that cover parking lots are Tier 3.

C. **Permitted Locations—Permits Required.** Table 17.16.180-1 identifies permits required to establish solar energy systems, and the districts where each type of system is permitted.

Table 17.16.180-1: Permits Required for Solar Energy Systems

System Type	Permits Required	
	Residential Districts	All Other Districts
Tier 1	Zoning Clearance	
Tier 2	Per Table 17.28.010-1 ~~Not Allowed~~	Administrative Permit
Tier 3	Not Allowed	Use Permit

D. **Maximum Size.**

1. The maximum area that may be occupied by a ground-mounted solar energy system is as follows:

   a. Tier 1 Systems: One-half acre.

   b. Tier 2 Systems: 15% of the parcel size or 5 acres, whichever is less.

   c. Tier 3 Systems: 30% of a parcel size or 20 acres, whichever is less. If no other on-site uses, the maximum lot coverage must align with the maximum coverage for the applicable zone.

2. An applicant may request administrative approval to exceed these maximums on parcels otherwise unfit for conservation or development, as determined by the Community Development Director; e.g., a contaminated property that could most appropriately be used for solar energy generation.

E. **Development and Operation Standards.**

1. Photovoltaic panel systems shall meet all applicable performance standards of the National Electrical Code, the Institute of Electrical and Electronics Engineers, and the Public Utilities Commission regarding safety and reliability.

2. Ground-mounted photovoltaic panel systems shall comply with the height and setback standards in Table 17.16.180-2.

Table 17.16.180-2: Ground-Mounted Systems, Height, and Setback Standards

Parcel Size	Maximum Height	Minimum Setback
Less than 2 acres	8 feet	As required by district
2 to 10 acres	10 feet	As required by district plus 10 additional feet in or adjacent to residential district
Greater than 10 acres	15 feet	As required by district plus 15 additional feet in or adjacent to residential district

3. Photovoltaic panel systems attached to a roof may not project more than 3 feet above the roof at its highest point. Projections greater than 3 feet but no more than 12 feet are permitted with the approval of a use permit.

4. If the city determines that a Tier 2 or Tier 3 system is abandoned, the property owner must remove all equipment and facilities from the site and return the site to its original condition. The city will consider a Tier 2 or Tier 3 system abandoned if the system stops producing electricity for 24 months, unless the property owner demonstrates to the city's satisfaction that there is no intent to abandon the facility.

H) **Table 17.34.020-1, Allowed Uses in Mixed Use Districts, shall be amended to read as follows:**

Table 17.34.020-1: Allowed Uses in Mixed-Use Districts

Key	
P	**Permitted use, subject to zoning clearance**
AP	**Administrative permit required**
UP	**Use permit required**
S	**See use-specific regulations for permit requirement**
-	**Use not allowed**

Land Use	Zoning Districts MXD	MXN	MXC	Use-Specific Regulations
Local Food Uses				
Neighborhood food and beverage sales	AP	AP	AP	17.16.220 (Neighborhood food and beverage sales)
Urban agriculture	S	S	S	17.16.230 (Urban agriculture)
Public Assembly				
Carnival, circus or fair	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Commercial recreational facility—indoor, 10,000 sq. ft. or less of gross floor area	UP	UP	P	
Commercial recreational facility—indoor, more than 10,000 sq. ft. of gross floor area	UP	UP	UP	
Commercial recreational facility—outdoor	-	-	UP	

Concert or performance	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Library or museum	~~UP~~ AP	~~UP~~ AP	UP	
Meeting facility—10,000 sq. ft. or less of gross floor area	P	P	P	
Meeting facility—more than 10,000 sq. ft. of gross floor area	UP	UP	P	
Park or playground	UP	UP	UP	
School, public	UP	UP	UP	
School, private	UP	UP	UP	
Training facility	UP	UP	UP	
Residential [1]				
Caretaker residence	UP	UP	-	
Family day care, large	S	S	S	17.16.050 (Family day care homes)
Family day care, small	P	P	P	17.16.050 (Family day care homes)
Home occupation, low-impact	S	S	S	17.16.040 (Home occupation)
Home occupation, moderate-impact	S	S	S	17.16.040

				(Home occupation)
Mixed-use development	P	P	P	17.16.030 (Mixed-use development)
Multiple-family dwellings [1]	-	P	P	
Residential care facility—6 units or fewer	P	P	P	
Residential care facility—7 units or more	UP	UP	-	
Retail				
Alcoholic beverage sales	UP	UP	UP	
Al fresco dining areas Al fresco seating areas	S S	S S	S S	17.12.120 (Al fresco dining and seating) 17.12.120 (Al fresco dining and seating)
Building supply	-	-	-	
Equipment and machinery sales or rental	-	-	-	
Drive-through establishment—pharmacy	-	-	UP	17.16.080 (Drive-through establishments)

Drive-through establishment all other uses	-	-	UP	17.16.080 (Drive-through establishments)
Farmers market	AP	AP	AP	
Food and beverage sales—10,000 sq. ft. or less of gross floor area	P	P	P	
Food and beverage sales—10,001 to 40,000 sq. ft. of gross floor area	UP	P	P	
Food and beverage sales—more than 40,000 sq. ft. of gross floor area	UP	UP	P	
Funeral merchandise sales	UP	UP	UP	
Gas station	-	-	UP	17.16.070 (Gas stations)
General retail—10,000 sq. ft. or less of gross floor area	P	P	P	
General retail—10,001 to 40,000 feet of gross floor area	UP	P	P	

General retail—more than 40,000 sq. ft. of gross floor area	-	UP	UP	
Mobile food vendor	AP	AP	AP	17.16.150 (Mobile food vending)
Mobile food vendor village	-	UP	UP	17.16.150 (Mobile food vending)
Pet store	~~UP~~ AP	~~UP~~ AP	~~UP~~ AP	17.16.120.G (Animal keeping)
Plant nursery or garden supply store	UP	UP	P	
Restaurant or café	P	P	P	
Seasonal holiday agricultural sales	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Shopping center, 1,000 sq. ft. or less of gross floor area	P	P	P	
Shopping center, 1,000 sq. ft. or greater of gross floor area	P	UP	P	
Smoke shop	UP	UP	UP	17.36.010

				(Allowed uses in industrial districts)
Vehicle sales—automobile, new	-	-	P	
Vehicle sales—all other	-	-	UP	
Services				
Animal grooming	~~UP~~ S	~~UP~~ S	~~UP~~ S	17.16.120 (Animal keeping)
Animal keeping, noncommercial	P	P	P	17.16.120 (Animal keeping)
Bank or financial service	P	P	P	
Bed and breakfast	P	P	P	
Business support service	P	P	P	
Car wash	-	UP	UP	17.16.090 (Car and vehicle washes)
Catering service	P	P	P	
Child day care center	P	P	P	
Gym	P	P	P	
Hospital	-	-	-	
Hotel or motel	UP	-	UP	

Instructional or production studio	P	-	P	
Kennel	-	-	UP	17.16.120 (Animal keeping)
Mortuary	UP	-	UP	
Office—professional	P	P	P	
Office—all other	P	P	P	
Outpatient Services	UP	UP	UP	
Personal services— low-impact	P	P	P	
Personal services—moderate-impact	UP	UP	UP	
Temporary real estate office	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Temporary uses not listed here	S	S	S	17.16.060 (Temporary uses and buildings)
Veterinarian	UP	UP	P	17.16.120 (Animal keeping)
Manufacturing, Wholesale, Repair, and Storage				
Food or beverage production	UP	-	UP	

Landscape material sales	-	-	UP	
Manufacturing—20,00 sq. ft. or less of gross floor area	0 UP	-	UP	
Metalwork—10,000 sq. ft. or less of gross floor area	UP	-	UP	
Mini-storage facility	-	-	-	17.44.060 (MS-O: mini-storage overlay)
Outdoor storage—250 sq. ft. or less	-	-	P	17.16.140 (Outdoor storage)
Outdoor storage—more than 250 sq. ft.	UP	UP	UP	17.16.140 (Outdoor storage)
Repair service, large equipment—20,000 sq. ft. or less of gross floor area	-	-	UP	
Repair service, small appliances	P	P	P	
Transportation and Infrastructure				
Parking garage or lo as primary use	UP	UP	UP	
Public safety facility	UP	UP	UP	
Solar energy system Tier 1	P	P	P	17.16.180 (Solar energy systems)

Solar energy system Tier 2	AP	AP	AP	17.16.180 (Solar energy systems)
Solar energy system Tier 3	UP	UP	UP	17.16.180 (Solar energy systems)
Utility building or substation	P	P	P	

Note:

[1] Residential uses in the downtown mixed-use district are permitted only on upper stories above ground floor commercial uses.

l) **Table 17.28.010-1, Allowed Uses in Residential Districts, shall be amended to read as follows:**

Table 17.28.010-1 Allowed Uses in Residential Districts	
Key	
P	**Permitted use, subject to zoning clearance**
A	**Administrative permit required**
UP	**Use permit required**
S	**See use-specific regulations for permit requirement**
—	**Use not allowed**

Zoning Districts													
Land Use	UR-10	UR-5	RA	RR-1	RR-20	RR-10	RL	R-1	R-2	R-3	R-4	RP	Use-Specific Regulations
Public Assembly													
Library or museum	—	—	P	P	P	P	P	P	P	P	P	P	—
Meeting facility—10,0 square feet or less of gross floor area	U P 00	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	—

Zoning Districts													
Land Use	UR-10	UR-5	RA	RR-1	RR-20	RR-10	RL	R-1	R-2	R-3	R-4	RP	Use-Specific Regulations
Meeting facility—more than 10,000 square feet of gross floor area	—	—	—	—	—	—	—	UP	UP	UP	UP	UP	—
Park or playground	—	—	P	P	P	P	P	P	P	P	P	P	—
School, private—elementary, middle or high school	—	—	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	—
School, public	—	—	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	—
Residential													
Animal keeping, noncommercial	P	P	P	P	P	P	P	P	P	P	P	P	17.16.120
Boardinghouse	—	—	—	—	—	—	—	—	—	UP	UP	UP	—
Duplex	—	—	—	—	—	—	—	—	P	P	P	P	—
Emergency shelter	—	—	—	—	—	—	—	—	—	P	P	—	17.16.210

Zoning Districts													
Land Use	UR-10	UR-5	RA	RR-1	RR-20	RR-10	RL	R-1	R-2	R-3	R-4	RP	Use-Specific Regulations
Family day care, large	S	S	S	S	S	S	S	S	S	S	S	S	17.16.050
Family day care, small	P	P	P	P	P	P	P	P	P	P	P	P	17.16.050
Home occupation, low-impact	P	P	P	P	P	P	P	P	P	P	P	P	17.16.040
Home occupation, moderate-impact	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	17.16.040
Mobile home park	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	—
Multiple-family dwellings	—	—	—	—	—	—	—	—	P	P	P	P	—
Residential care facility—6 units or fewer	P	P	P	P	P	P	P	P	P	P	P	P	—

Zoning Districts													
Land Use	UR-10	UR-5	RA	RR-1	RR-20	RR-10	RL	R-1	R-2	R-3	R-4	RP	Use-Specific Regulations
Residential care facility—7 units or more	—	—	—	—	—	—	—	—	—	UP	UP	—	
Second dwelling unit	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	17.16.010
Single-family dwelling, attached	—	—	—	—	—	—	—	—	P	P	P	P	—
Single-family dwelling, detached	P	P	P	P	P	P	P	P	P	—	—	—	—
Single- family manufactured home not on permanent foundation	P	P	—	—	—	—	—	—	—	—	—	—	—

Zoning Districts													
Land Use	UR-10	UR-5	RA	RR-1	RR-20	RR-10	RL	R-1	R-2	R-3	R-4	RP	Use-Specific Regulations
Single-family manufactured home on permanent foundation	P	P	P	P	P	P	P	P	P	—	—	—	—
Single-room occupancy	—	—	—	—	—	—	—	—	—	UP	UP	—	—
Temporary use of mobile home or recreational vehicle as single-family dwelling unit	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	17.16.060
Transitional housing	—	—	—	—	—	—	—	—	—	UP	UP	—	—
Animal grooming	P/UP—	P/UP—	P/UP—	P/UP—	P/UP—	P/UP	P/UP	P/UP	P/UP	P/UP	P/UP	P/UP	Note 1, 17.16.120
Bed and breakfast	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	—

Zoning Districts													
Land Use	UR-10	UR-5	RA	RR-1	RR-20	RR-10	RL	R-1	R-2	R-3	R-4	RP	Use-Specific Regulations
Child day care center	—	—	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	—
Mortuary	—	—	—	—	—	—	—	—	—	—	—	UP	—
Office—professional	—	—	—	—	—	—	—	—	—	—	—	P	—
Outpatient services	—	—	—	—	—	—	—	—	—	—	—	—	—
Substance abuse counseling	—	—	—	—	—	—	—	—	—	—	—	—	—
Temporary uses	S	S	S	S	S	S	S	S	S	S	S	S	17.16.060
Local Food Uses													
Agriculture	P	P	P	-	-	-	-	-	-	-	-	-	17.16.100 (Agricultural uses)
Neighborhood food and beverage sales	AP	-	-	-	-	-	AP	AP	AP	AP	AP	AP	17.16.220 (Neighborhood food and beverage sales)
Urban agriculture	S	S		S	S	S	S	S	S	S	S	S	17.16.230 (Urban agriculture)

Zoning Districts													
Land Use	UR-10	UR-5	RA	RR-1	RR-20	RR-10	RL	R-1	R-2	R-3	R-4	RP	Use-Specific Regulations
Transportation and Infrastructure													
Public safety facility	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	
Solar energy system, Tier 1	P	P	P	P	P	P	P	P	P	P	P	P	17.16.180 (Solar energy systems)
Solar energy system, Tier 2	-	-	-	-	-	-	-	-	-	~~UP~~ AP	~~UP~~ AP	~~UP~~ AP	17.16.180 (Solar energy systems)
Solar energy system, Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	17.16.180 (Solar energy systems)
Utility building or substation	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	

Note 1: Animal grooming is a permitted use with a Home Occupation permit unless more than 3 customers visit the residence in a day, which then triggers a Use Permit

J) **Table 17.32.010-1, Allowed Uses in Commercial districts, shall be amended to read as follows:**

Table 17.32.010-1 Allowed Uses in Commercial Districts	
Key	
P	**Permitted use, subject to zoning clearance**
AP	**Administrative permit required**
UP	**Use permit required**
S	**See use-specific regulations for permit requirement**
-	**Use not allowed**

Commented [DR1]: There are portions of this table with anchors/sections from the source which need to be removed and the text changed to Arial 12pt. There are also section breaks and orphan headers/footers here that need to be removed.

Zoning Districts							
Land Use	CN	C-1	C-2	CH	CLM	OF	Use Specific Regulations
Local Food Uses							
Neighborhood food and beverage sales	~~AP~~ **S**	AP	AP	AP	AP	AP	17.16.220 (Neighborhood food and beverage sales)
Urban agriculture	S	S	S	S	S	S	17.16.230 (Urban agriculture)
Public Assembly							
Carnival, circus or fair	AP	AP	AP	AP	AP	UP	17.16.060 (Temporary uses and buildings)
Commercial recreational facility-indoor, 10,000 sq. ft. or less of gross floor area	UP	P	P	P	UP	-	-

Commercial recreational facility-indoor, more than 10,000 sq. ft. of gross floor area	-	UP	P	UP	UP	-	-
Commercial recreational facility-outdoor	-	UP	P	-	UP	-	-
Concert or performance	AP	AP	AP	AP	AP	-	17.16.060 (Temporary uses and buildings)
Library or museum	-	UP	UP	UP	UP	UP	-
Meeting facility—10,000 sq. ft. or less of gross floor area	P	P	P	UP	UP	P	-
Meeting facility—more than 10,000 sq. ft. of gross floor area	-	UP	P	-	UP	UP	-
Park or playground	UP	UP	UP	UP	UP	UP	-
School, public	-	P	P	UP	UP	UP	-
School, private	-	P	P	-	-	UP	-
Training facility	-	UP	UP	-	-	UP	-
Residential							

Caretaker residence	UP	UP	UP	UP	UP	-	-
Family day care, large	S	S	S	S	S	-	17.16.050 (Family day care homes)
Family day care, small	P	P	P	P	P	-	17.16.050 (Family day care homes)
Home occupation, low-impact	P	P	P	-	-	-	17.16.040 (Home occupations)
Home occupation, moderate-impact	AP	AP	AP	-	-	-	17.16.040 (Home occupations)
Residential care facility—6 units or fewer	P	P	P	P	P	-	-
Residential care facility—7 units or more	-	-	-	-	-	-	-
Retail							
Alcoholic beverage sales	UP	UP	UP	-	-	-	-
Al fresco dining areas	S	S	S	S	S	S-	17.12.120 (Alfresco dining and seating)
Al fresco seating areas	S	S	S	S	S	S-	17.12.120 (Al fresco dining and seating)

Building supply	-	-	P	-	P	-	-
Cannabis retail	-	-	-	-	-	-	
Equipment and machinery sales or rental	-	-	P	-	P	-	-
Drive-through establishment—pharmacy	P	P	P	P	P	-	17.16.080 (Drive-through establishmen
Drive-through establishment—all other uses	UP	UP	UP	UP	UP	-	17.16.080 (Drive-through establishment
Farmers' market	AP	AP	AP	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Food and beverage sales—10,000 sq. ft. or less of gross floor area	P	P	P	P	P	-	-
Food and beverage sales—10,001 to 40,000 sq. ft. of gross floor area	UP	P	P	UP	-	-	-
Food and beverage sales—more than 40,000 sq. ft. of gross floor area	-	P	P	UP	-	-	-
Funeral merchandise sales	-	UP	UP	-	-	UP	-

Gas station	-	UP	P	P	P	-	17.16.070 (Gas stations)
General retail—10,000 sq. ft. or less of gross floor area	P	P	P	P	P	-	-
General retail—10,001 to 40,000 sq. ft. of gross floor area	UP	P	P	UP	P	-	-
General retail—more than 40,000 sq. ft. of gross floor area	-	UP	P	UP	UP	-	-
Mobile food vendor	AP	AP	AP	AP	AP	AP	17.16.150 (Mobile food vending)
Mobile food vendor village	UP	UP	UP	-	UP	-	17.16.150 (Mobile food vending)
Pet store	~~UP~~ **S**	**S** ~~UP~~	~~UP~~ **S**			-	17.16.120 (Animal keeping)
Plant nursery or garden supply store	UP	P	P	P	-	-	-
Restaurant or café	P	P	P	P	P -	**AP**	-
Seasonal holiday agricultural sales	AP	AP	AP	AP	AP	-	17.16.060 (Temporary uses and buildings)
Shopping center	UP	UP	P	UP	UP	-	-

Smoke shop	UP	UP	UP	UP	UP	~~UP~~	17.16.190 (Smoke shops)
Vehicle sales—automobile new	-	UP	P	UP	P	-	
Vehicle sales—all other	-	-	UP	UP	UP	-	-
Services							
Animal grooming	~~UP~~ **P**	~~UP~~ **P**	~~UP~~ **P**	**-**	-	-	17.16.120 (Animal keeping)
Animal keeping, noncommercial	P	P	P	P	P	-	17.16.120 (Animal keeping)
Bank or financial service	P	P	P	-	P	P	-
Bed and breakfast	**UP S**	~~**P S**~~	~~**P S**~~	~~**P S**~~	-	-	-
Business support service	P	P	P	P	P	P	-
Cannabis testing	-	-	-	-	-	-	
Car wash	-	UP	P	P	P	-	17.16.090 (Car and vehicle washes)

Catering service	-	P	P	-	P	-	-
Child day care center	P	P	P	UP	UP	-	-
Gym	P	P	P	-	P	-	-
Hospital	-	UP	UP	-	-	-	-
Hotel or motel	-	UP	P	UP	UP	-	-
Instructional or production studio	P	P	P	-	P	P	-
Kennel	-	-	UP	-	UP	-	17.16.120 (Animal keeping)
Mortuary	-	UP	UP	UP	P	UP	-
Office—professional	P	P	P	-	P	P	-
Office—all other	P	P	P	-	P	P	-
Outpatient services	UP	P	P	-	-	-	-

Personal services—low-impact	P	P	P	P	P	-	-
Personal services—moderate impact	-	UP	UP	UP	UP	UP	-
Recreational vehicle (RV) park	-	-	UP	P	UP	-	-
Substance abuse counseling	-	-	P	-	P	-	-
Temporary real estate office	AP	AP	AP	AP	AP	AP	17.16.060 (Temporary uses and buildings)
Temporary uses not listed here	S	S	S	S	S	S	17.16.060 (Temporary uses and buildings)
Veterinarian	UP	UP	P	-	P	-	17.16.120 (Animal keeping)
Manufacturing, Wholesale, Repair and Storage							
Food or beverage production	-	UP	UP	-	UP	-	-
Landscape material sales	-	UP	UP	-	P	-	-
Manufacturing—20,000 sq. ft. or less of gross floor area	-	UP	P	-	P	~~P~~ -	-
Manufacturing—more than 20,000 s ft. of gross floor area	-	-	UP	-	UP	~~UP~~ -	-

Metalwork—20,000 sq. ft. or less of gross floor area	-	UP	UP	P	P	~~UP~~ -	-
Metalwork—more than 20,000 sq. ft. of gross floor area	-	-	UP	UP	UP	~~UP~~ -	-
Mini-storage facility	S	S	S	-	S	-	17.16.060 17.44.060 (MS-O Mini-storage overlay)
Outdoor storage—250 sq. ft. or less	P	P	P	P	P	P	17.16.140 (Outdoor storage)
Outdoor storage—more than 250 sq. ft.	UP	UP	P	UP	P	UP	17.16.140 (Outdoor storage)
Recycling facility or center	-	UP	P	-	P	-	-
Repair service, large equipment—20,000 sq. ft. or less of gross floor area	UP	UP	P	P	P	-	-
Repair service, large equipment—more than 20,000 sq. ft. of gross floor area	-	-	UP	UP	UP	-	-
Repair service, small appliances	P	P	P	-	P	-	-
Research laboratories	-	-	UP	-	UP	UP	-

Scrap or dismantling yard	-	-	-	-	UP	-	-
Vehicle service or repair	-	UP	P	P	P	-	-
Warehousing	-	-	-	-	P	-	-
Transportation and Infrastructure							
Parking garage or lot as primary use	UP	UP	P	-	UP	UP	-
Public safety facility	UP	UP	UP	UP	UP	UP	-
Solar energy system, Tier 1	P	P	P	P	P	P	17.16.180 (Solar energy systems)
Solar energy system, Tier 2	~~AP~~ -	~~AP~~ -	AP	AP	AP	AP	17.16.180 (Solar energy systems)
Solar energy system, Tier 3	~~UP~~ -	~~UP~~ -	UP	UP	UP	UP	17.16.180 (Solar energy systems)
Utility building or substation	P	P	P	P	P	P	-
Vehicle depot	-						

K) **Table 17.36.010-1, Allowed Uses in Industrial districts, shall be amended to read as follows:**

Table 17.36.010-1
Allowed Uses in Industrial Districts

Land Use	Zoning Districts ABP	M-1	M-2	Use Specific Regulations
Public Assembly				
Carnival, circus or fair	AP	AP	AP	17.16.060
Commercial recreational facility	—	UP	UP	
Concert or performance	AP	AP	AP	17.16.060
Library or museum	—	UP	UP	
Meeting facility	—	UP	UP	
Park or playground	—	UP	UP	
Training facility	UP	P	P	
Residential				
Caretaker dwelling unit	P	P	P	
Retail				
Adult-oriented business	—	S	S	17.16.110
Building supply	—	UP	UP	
Cannabis retail	—	—	—	
Drive-through establishment	—	UP	UP	17.16.080
Equipment and machinery sales or rental	—	UP	P	

Farmers market	AP	AP	AP	17.16.060
Food and beverage sales—10,000 sq. ft. or less of gross floor area	P	P	P	
Food and beverage sales—more than 10,000 sq. ft. of gross floor area	—	—	—	
Gas station	—	UP	UP	17.16.070
General retail—10,000 sq. ft. or less of gross floor area	UP	UP	UP	
General retail—more than 10,000 sq. ft. of gross floor area	—	UP	UP	
Mobile food vendor	—	S	S	17.16.150
Mobile food vendor village	UP	UP	UP	17.16.150
Plant nursery or garden supply store	—	UP	UP	
Restaurant or café	UP	UP	UP	
Seasonal holiday agricultural sales	AP	AP	AP	17.16.060
Smoke shop	—	UP	UP	17.36.010
Vehicle sales	—	UP	UP	
Services				
Business support service	P	P	P	
Car wash	—	UP	UP	

Catering service	—	UP	UP	
Child day care	~~UP~~ -	~~UP~~ -	~~UP~~ -	
Instructional or production studio	—	P	P	
Kennel	—	UP	UP	17.16.120
Marijuana dispensary	—	—	—	
Office—professional	P	UP	UP	
Office—all other	P	UP	UP	
Outpatient services	—	—	—	
Substance abuse counseling	—	—	—	
Temporary real estate office	AP	AP	AP	17.16.060
Temporary uses not listed here	S	S	S	17.16.060
Veterinarian	—	P	P	17.16.120
Manufacturing, Wholesale, Repair and Storage				
Cannabis cultivation	—	—	—	
Cannabis distribution	—	—	—	
Cannabis manufacturing	—	—	—	
Cannabis microbusiness	—	—	—	
Cannabis nursery	—	—	—	
Cannabis testing	—	—	—	
Food or beverage production	—	UP	P	

Landscape material sales	—	UP	P	
Manufacturing—40,000 sq. ft. or less of gross floor area		P	P	
Manufacturing— more than 40,000 sq. ft. of gross floor area	UP	UP	P	
Metalwork—40,000 sq. ft. or less of gross floor area	P	P	P	
Metalwork—more than 40,000 sq. ft. of gross floor area	UP	UP	P	
Mini-storage facility	—	S	S	17.44.060
Outdoor storage—500 sq. ft. or less	P	P	P	17.16.140
Outdoor storage—more than 500 sq. ft.	UP	P	P	17.16.140
Recycling facility or center	—	P	P	
Repair service, large equipment	P	P	P	
Repair service, small appliances	P	P	P	
Research laboratory	UP	P	P	
Scrap or dismantling yard	—	—	UP	
Vehicle services and repair	—	P	P	
Warehousing	P	P	P	
Wholesaling and distribution	UP	P	P	
Agricultural and Resource-Based Uses				

Surface mining	—	—	UP	Chapter 15.92
Transportation and Infrastructure				
Parking garage or lot as primary use	—	UP	UP	
Public safety facility	P	P	P	
Solar energy system, Tier 1	P	P	P	17.16.180 (Solar energy systems)
Solar energy system, Tier 2	AP	AP	AP	17.16.180 (Solar energy systems)
Solar energy system, Tier 3	UP	UP	UP	17.16.180 (Solar energy systems)
Utility building or substation	P	P	P	
Vehicle depot	—	P	P	

END OF ZONING CODE CHANGES

SECTION 2. Unless explicitly amended in Section 1, above, all other sections of the Oroville Municipal Code remain unchanged and in full force and effect.

SECTION 3. This ordinance shall become effective on the 30th day after its adoption.

SECTION 4. The City Clerk shall attest to the adoption of this ordinance.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on April 21, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DAVID PITTMAN, Mayor

APPROVED AS TO FORM:

DAVID RITCHIE, Asst. City Attorney

ATTEST:

KAYLA REASTER, Assistant City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **TIM KABER, PUBLIC WORKS DIRECTOR**

RE: **HOSTING THE TRAVELING EXHIBIT CHINESE PIONEERS: POWER AND POLITICS IN EXCLUSION ERA PHOTOGRAPHS AT THE OROVILLE CHINESE TEMPLE**

DATE: **APRIL 21, 2026**

SUMMARY

The City Council shall consider approving the hosting of the traveling exhibition *Chinese Pioneers: Power and Politics in Exclusion Era Photographs* at the Chinese Temple Museum from August through October 2026.

DISCUSSION

The City of Oroville Museums has been offered the opportunity to host the traveling exhibit *Chinese Pioneers: Power and Politics in Exclusion Era Photographs* through Exhibit Envoy, a nonprofit organization that circulates museum-quality exhibits to cultural institutions throughout California, and the United States. As a courtesy associated with the Cultural Facilities Curator Vanessa Cantú serving on the Executive Board of Directors for Exhibit Envoy, the $1,000 exhibition booking fee has been waived, leaving the City of Oroville responsible only for shipping costs, at approximately $200 and minor installation efforts.

Drawn exclusively from the California Historical Society collection at Stanford University, the exhibit explores the experiences of Chinese Californians during the decades surrounding the 1882 Chinese Exclusion Act through historic photographs and interpretive text.

The exhibit consists of 11 free-standing retractable banners with translated text available in Spanish and Chinese. The Cultural Facilities Curator plans to augment the exhibit with artifacts and photographs from the Oroville Chinese Temple's collections to provide local context and strengthen interpretation of Oroville's Chinese American history. The exhibit

is tentatively scheduled to be on display at the Oroville Chinese Temple from August 21 through October 10, 2026.

FISCAL IMPACT

The standard $1,000 exhibit booking fee has been waived.

Costs to the City of Oroville will be limited to shipping of the exhibit materials, approximately $200, and minor installation needs. These costs will be accommodated within the existing museums' operational budget.

ACTION REQUESTED –

APPROVE HOSTING THE TRAVELING EXHIBIT CHINESE PIONEERS: POWER AND POLITICS IN EXCLUSION ERA PHOTOGRAPHS AT THE CHINESE TEMPLE MUSEUM FROM AUGUST THROUGH OCTOBER 2026.

ATTACHMENTS

1. Exhibit Envoy Exhibit Information Sheet – Chinese Pioneers: Power and Politics in Exclusion Era Photographs.

Chinese Pioneers: Power and Politics in Exclusion Era Photographs

***Chinese Pioneers: Power and Politics in Exclusion Era Photographs* presents a visual history of the social, political, and judicial disenfranchisement of Chinese Californians — as well as moments of Chinese agency and resilience — in the decades before and after the 1882 Chinese Exclusion Act. The exhibition is drawn exclusively from the CHS Collection at Stanford.**



Courtesy California Historical Society



Courtesy California Historical Society



Courtesy California Historical Society

Significant numbers of Chinese people began to arrive in California during the Gold Rush, coinciding with growing national debates about inclusion and assimilation. The 1866 Civil Rights Bill and the Fourteenth Amendment extended the rights and privileges of citizenship to African Americans and some Native Americans, but the "Chinese question" persisted.

Anti-Chinese sentiment, fueled by fears that Chinese laborers were taking jobs away from white men, led to protests, violence, and vigilante expulsions up and down the West Coast. The 1882 Exclusion Act and the more stringent 1888 Scott Act banned Chinese laborers from immigrating; prohibited Chinese people from becoming citizens; and tightened restrictions on previous residents reentering the country.

In the United States during the Exclusion Era years, depictions of Chinese people ranged from deeply derogatory to highly exoticized. The *Chinese Pioneers* exhibition examines the visual record of how mainstream culture influenced, aligned with, and/or diverged from politics and state actions. Photography played a potent role in both Chinese people's interactions with the dominant culture and in the government's fledgling systems of registration, identification, and surveillance.

Exhibit Sections:

- Introduction
- Sinophobia and Exclusion
- Studio vs. Street Photography
- Photography and the Surveillance State
- Life Goes On

Chinese Pioneers: Power and Politics in Exclusion Era Photographs was organized by the California Historical Society, features the CHS Collection at Stanford, and tours through Exhibit Envoy.

Specs

Audience:

General

Rental Fee:

$1,000 + shipping via FedEx for an 8-week booking

Size:

~36 linear feet; 11 freestanding banners @ 33” w x 80” h each

Shipping:

6 cardboard boxes via FedEx/UPS

Languages:

English, Spanish (via a binder), Mandarin or Cantonese (TBD, via a binder)

Security:

Limited

Installation Images:

View Here

Exhibit Components:

11 free-standing, retractable, pop-up banners

Spanish and Chinese translated text in binders

Exhibition press kit with digital publicity images and template press release

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **TIM KABER – DIRECTOR OF PUBLIC WORKS**

RE: **RECERTIFICATION AND ADOPTION OF 2026 SEWER SYSTEM MANAGEMENT PLAN**

DATE: **APRIL 21, 2026**

SUMMARY

The City Council shall consider adopting Resolution No. 9452 for the recertification and adoption of the 2026 Sewer System Management Plan (SSMP).

DISCUSSION

The City Council approved a contract with Bennet Engineering Services on October 7th, 2025, to update the City of Oroville SSMP. That work has been completed.

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.

FISCAL IMPACT

There is no fiscal impact.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9452 RECERTIFYING AND ADOPTING THE SSMP; AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

1. Staff Report from October 2025 requesting the SSMP
2. 2026 SSMP
3. Resolution No. 9452

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

Staff recommends 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 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
2. Exhibit A – Proposal

City of Oroville







Sewer System Management Plan

Final – March 30, 2026 Adopted – April 21, 2026

Document Version Control

This Sewer System Management Plan (SSMP) is a living document that is anticipated to change over time. This version control sheet is intended to support the City's efforts to keep the copies of the SSMP that have been assigned to City Staff current. Please contact the Public Works Department prior to making copies for use by others, initiating changes, or for information regarding the current version of this document.

SSMP Version No.: 3

SSMP Version Date: March 30, 2026

SSMP Section	Original Version Date	Current Version Date
Introduction	October 7, 2019	March 30, 2026
Goals	October 7, 2019	March 30, 2026
Organization	October 7, 2019	March 30, 2026
Legal Authority	October 7, 2019	March 30, 2026
Operations & Maintenance Program	October 7, 2019	March 30, 2026
Design and Performance Provisions	October 7, 2019	March 30, 2026
Spill Emergency Response Plan	October 7, 2019	March 30, 2026
Sewer Pipe Blockage Control Program	October 7, 2019	March 30, 2026
System Evaluation and Capacity Assurance, and Capital Improvements	October 7, 2019	March 30, 2026
Monitoring, Measurement, and Program Modifications	October 7, 2019	March 30, 2026
Internal Audits	October 7, 2019	March 30, 2026
Communications Program	October 7, 2019	March 30, 2026

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Introduction

Background

This Sewer System Management Plan (SSMP) has been prepared in compliance with the State Water Resources Control Board (SWRCB) Order 2022-0103-DWQ, Statewide General Waste Discharge Requirements (WDR's) for Sanitary Sewer Systems, as adopted by the SWRCB on June 5, 2022. The WDR's prohibit sanitary sewer overflows (SSOs) and requires the reporting of SSO's using the statewide electronic reporting system. This SSMP has been prepared for the City of Oroville (City) with assistance from Bennett Engineering Services, Inc (2026 Update).

System Description

The City of Oroville is located in Butte County, approximately 85 miles southeast of Redding and 65 miles north of Sacramento. The City owns and operates a sanitary sewer collection system for the benefit of residents and businesses in the Oroville city limits. The City's estimated population in 2025 was 19,871 and the City occupies an area of approximately 12.1 square miles. The sanitary sewer crew maintain approximately 66.6 miles of sanitary sewer gravity mains with approximately 1,189 manholes and over 2.1 miles of force main. The City also maintains seven primary sewer lift stations, one secondary lift station, and two flow meters. The sanitary sewer crew consists of six workers and one manager. Since the last SSMP update, the City has adequately staffed the sanitary sewer crew with knowledgeable and trained crew members. At this time, the crews are meeting or exceeding maintenance expectations and completing many projects before the goal date.

The Sewerage Commission-Oroville Region (SC-OR) provides wastewater treatment and disposal for the Oroville Region through the operation of a treatment plant located on South 5th Avenue, south of downtown Oroville. Average dry weather wastewater flows (ADWFs) conveyed through the City's collection system are 1.9 MGD.

The system is expected to grow to approximately 6.45 MGD through build out of the collection system per the Sewer Master Plan Update in 2013 (Carollo).

Organization of SSMP

The structure of this document follows the section numbering and nomenclature specified in the General Waste Discharge Requirements (WDR). The Sewer System Management Plan (SSMP) includes eleven sections:

1. SSMP Goals and Introduction
2. Organization
3. Legal Authority
4. Operation and Maintenance Program
5. Design and Performance Provisions
6. Spill Emergency Response Plan
7. Sewer Pipe Blockage Control Program
8. System Evaluation and Capacity Assurance Plan
9. Monitoring, Measurement, and Program Modifications
10. Internal Audits
11. Communication Program

Definitions, Acronyms, and Abbreviations

Best Management Practices (BMP's) - Refers to the procedures employed in commercial kitchens to minimize the quantity of grease that is discharged to the sanitary sewer system. Examples include scraping food scraps into the garbage can and dry wiping dishes and utensils prior to washing.

Building Sewer - Refers to the piping that conveys sewage within a building or residence.

Butte County Department of Public Health (County Health)

Calendar Year (CY)

California Integrated Water Quality System (CIWQS) - Refers to the State Water Resources Control Board online electronic reporting system that is used to report SSOs, certify completion of the SSMP, and provide information on the sanitary sewer system.

Capital Improvement Program (CIP) - Refers to the document that identifies planned capital improvements to the City's sanitary sewer system.

Certification of SSO Reports - The SWRCB requires the Legally Responsible Official to login to CIWQS within a given time period to electronically sign submitted reports thereby stating that to the best of his/her knowledge and belief, the information submitted is true, accurate, and complete.

City - Refers to the City of Oroville.

Closed Circuit Television (CCTV) - Refers to the process and equipment that is used to internally inspect the condition of gravity sewers.

Collection System – See Sewer System.

Computerized Maintenance Management System (CMMS) - Refers to software and a database that is used to manage maintenance and condition assessment data including the production of work orders and the recording of work completed.

Dry Weather Flows (DWF's) – Refers to the average daily volume of wastewater conveyed through the collection system during periods of dry weather (non-rainy season flows)

Environmental Protection Agency (EPA) - Refers to the United States Environmental Protection Agency.

Fats, Oils, and Grease (FOG) - Refers to fats, oils, and grease typically associated with food preparation and cooking activities that can cause blockages in the sanitary sewer system.

Fiscal Year (FY)

Food Service Establishment (FSE) - Refers to commercial or industrial facilities where food is handled/prepared/served that discharge to the sewer system.

Force Main - Refers to a pressure sewer used to convey wastewater from a lift station to the point of discharge.

Full-time Equivalent (FTE) - Refers to the equivalent of 2,080 paid labor hours per year by a regular, temporary, or contract employee.

Gallons per Day (gpd)

Gallons per Minute (gpm)

General Waste Discharge Requirements (WDR) - Refers to the State Water Resources Control Board No. 2022-0103-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, dated June 5, 2022.

Geographic Information System (GIS) - Refers to the City's system that it uses to capture, store, analyze, and manage geospatial data associated with the City's sanitary sewer system assets.

Global Positioning System (GPS) - Refers to the handheld unit used to determine the longitude and latitude of sanitary sewer overflows for use in meeting the Online SSO Reporting System reporting requirements.

Grease Removal Device (GRD) - Refers to grease traps or grease interceptors that are installed to remove FOG from the wastewater flow at food service establishments.

Hotspot - A gravity sewer identified as requiring frequent preventive maintenance to reduce the likelihood of SSOs.

Infiltration/Inflow (I/I) - Refers to water that enters the sanitary sewer system from stormwater and groundwater that increases the quantity of flow. Infiltration enters through defects in the sanitary sewer system after flowing through the soil. Inflow enters the sanitary sewer without flowing through the soil. Typical points of inflow are holes in manhole lids and direct connections to the sanitary sewer (e.g. storm drains, area drains, and roof leaders).

Lateral - See sewer service lateral.

Legally Responsible Official (LRO) - Refers to the individual who has the authority to certify reports and other actions that are submitted through the Online SSO Reporting System.

Manhole (MH) - Refers to an engineered structure that is intended to provide access to a sanitary sewer for maintenance and inspection.

Monitoring, Measurement, and Program Modifications (MMPM)

National Pollution Discharge Elimination System (NPDES)

Not Applicable (NA)

Notification of an SSO - Refers to the time at which the City becomes aware of an SSO event through observation or notification by the public or other source.

Office of Emergency Services (OES) - Refers to the California Governor's Office of Emergency Services.

Online SSO Reporting System - Refers to the California Integrated Water Quality System (CIWQS).

Operations and Maintenance (O&M)

Overflow Emergency Response Plan (OERP)

Personal Protective Equipment (PPE)

Preventative Maintenance (PM) - Refers to maintenance activities intended to prevent failures of the sewer system facilities (e.g. cleaning, CCTV, inspection).

Private Lateral Sewage Discharges - Sewage discharges that are caused by blockages or other problems within a privately owned lateral***.***

Property Damage Overflow - Property damage overflow refers to a sewer overflow or backup that damages private property.

Regional Water Quality Control Board (RWQCB) - Refers to the Regional Water Quality Control Board for Region 5R – Central Valley-Redding.

Sanitary Sewer Overflow (SSO) - Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system. SSOs include:

(i) Overflows or releases of untreated or partially treated wastewater that reach waters of the United States;

(ii) Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States; and

(iii) Wastewater backups into buildings and private property that are caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.

Sanitary Sewer System – Refers to the portion of the sanitary sewer facilities that are owned and operated by the City of Oroville.

Sensitive Area - Refers to areas where an SSO could result in a fish kill or pose an imminent or substantial danger to human health (e.g. parks, aquatic habitats, etc.).

Sewer Service Lateral - Refers to the piping that conveys sewage from the building to the City's sanitary sewer main.

Sewer System – See sanitary sewer system.

Sewer System Management Plan (SSMP)

Square Feet (sf)

Standard Operating Procedures (SOP) - Refers to written procedures that pertain to specific activities employed in the operation and maintenance of the sanitary sewer system.

State Water Resources Control Board (SWRCB) - Refers to the California Environmental Protection Agency (EPA) State Water Resources Control Board and staff responsible for protecting the State's water resources.

Surface Waters - See waters of the State.

System Evaluation and Capacity Assurance Plan (SECAP)

Vitrified Clay Pipe (VCP)

Volume Captured - The amount of spilled sewage that is returned to the sanitary sewer system. When recording the volume that is captured, the volume of water used for flushing and/or cleaning should not be included.

Wastewater Collection System – See sewer system.

Water Body - A water body is any stream, creek, river, pond, impoundment, lagoon, wetland, or bay.

Waters of the State - Waters of the State (or waters of the United States) means any water, surface or underground, including saline waters, within the boundaries of California. In case of a sewage spill, storm drains are considered to be waters of the State unless the sewage is completely contained and returned to the sanitary sewer system and that portion of the storm drain is cleaned.

Work Order (WO) - Refers to a document (paper or electronic) that is used to assign work and to record the results of the completed work.

References

State Water Resources Control Board No. 2022-0103-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, dated June 5, 2022.

Section 1. Goals and Introduction

1.1. Introduction

This section of the SSMP formally states the City's goals for its SSMP. The SSMP is a "living document" and will be updated as procedures change and the system is upgraded.

1.2. WDR Requirements

The WDR requirements for the Goals section of the SSMP are:

The collection system agency must develop goals to properly manage, operate, and maintain all parts of its wastewater collection system in order to reduce and prevent SSOs, as well as to mitigate any SSOs that occur.

1.3. SSMP Goals

The City's goals are:

1. To properly manage, operate, and maintain all parts of the City's sanitary sewer system.
2. To provide adequate capacity to convey the peak wastewater flows. Adequate capacity, for the purposes of this SSMP, is defined as the capacity to convey the peak wastewater flows that are associated with the design storm event.
3. To reduce the frequency of SSOs and, wherever possible, to prevent SSOs.
4. To mitigate the impacts that are associated with any SSO that may occur.
5. To meet all applicable regulatory notification and reporting requirements.

Section 2. Organization

2.1. Introduction

This section of the SSMP identifies City staff responsible for implementing this SSMP, responding to SSO events, and meeting the SSO reporting requirements.

2.2. WDR Requirements

The requirements for the Organization element of the SSMP are summarized below. The SSMP must identify:

1. The name of the responsible or authorized representative;
2. The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. The lines of authority as shown in an organization chart or similar document with a narrative explanation are to be included; and
3. The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (OES).

2.3. Organization

The organization chart for the management, operation, and maintenance of the City's sanitary sewer system is shown in Figure 2-1.

2.4. Authorized Representative

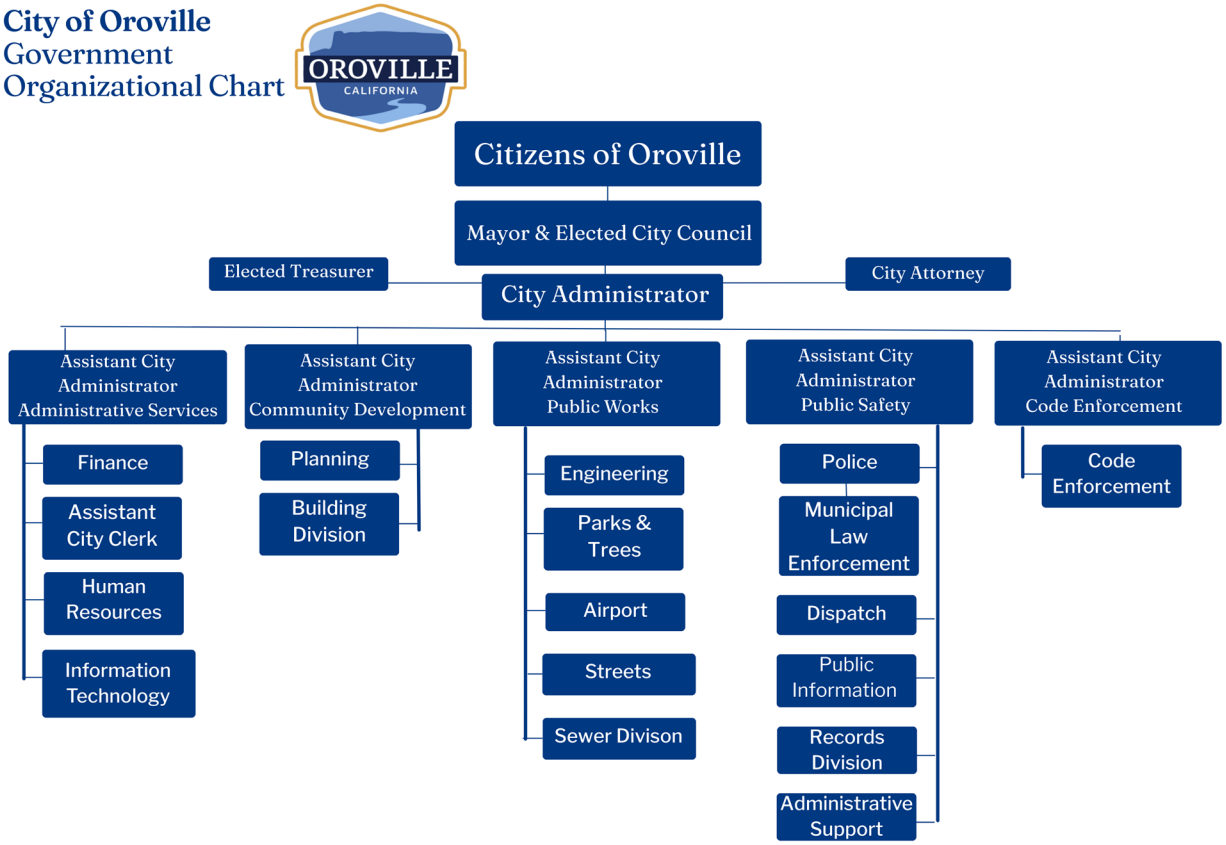
The City's Authorized Representative in all sewer system matters is the City Administrator. The City Administrator. is authorized to submit verbal, electronic, and written spill reports to the RWQCB, SWRCB, County Health Agency, and OES. The City Administrator is authorized to certify electronic spill reports submitted to the SWRCB.

The Public Works Supervisor is authorized to act in the City Administrator's absence. The City Administrator is authorized to submit verbal, electronic, and written spill reports to the RWQCB, SWRCB, County Health Agency, and OES. The City Administrator is authorized to certify electronic spill reports submitted to the SWRCB.

2.5. Responsibility for SSMP Implementation

The City Engineer is responsible for developing, implementing, and maintaining all elements of the City's SSMP (Appendix 2-A).

Figure 2-1: Organization Chart



2.6. SSO Reporting Chain of Communication

The SSO Reporting Chain of Command follows the Organization Chart shown on Figure 2-1. The SSO Reporting process and responsibilities are described in detail in Section 6 - Overflow Emergency Response Plan.

Appendix 2-A: SSMP Development, Implementation, and Maintenance Responsibilities

Name	Job Title	Phone Number	SSMP Responsibility
Tim Kaber	LRO – Director of Public Works	(530) 538-2540	All Sections
Jamie McGuire	Public Works Operations Manager (Utility Division)	(530) 538-2490	CIWQS
Rick Seals	Collection System Operator Lead	(530) 693-0264	Operations & Maintenance

Section 3. Legal Authority

3.1. Introduction

This section of the SSMP presents the City's legal authority to comply with the SSMP requirements, as provided in its Municipal Code and agreements with other agencies.

3.2. WDR Requirements

The summarized requirements for the Legal Authority element of the SSMP are:

The City must demonstrate, through collection system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:

a) Prevent illicit discharges into its wastewater collection system (examples may include infiltration and inflow (I/I), storm water, chemical dumping, unauthorized debris and cut roots, etc.);

b) Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure.

c) Require that sewers and connections be properly designed and constructed;

d) Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the City;

e) Limit the discharge of fats, oils, and grease and other debris that may cause blockages;

f) Enforce any violation of its sewer ordinances;

g) Inspect grease producing dischargers

3.3. Municipal Code

The Oroville Municipal Code describes the City's current legal authorities for the collection system. The legal authorities provided in the Municipal Code that address the specific requirements for this SSMP are summarized on Table 3-1.

There are two areas where the City's legal authority does not meet the requirements of the WDR. The City's intended action regarding those areas are:

- ***Requirements***

Table 3-1: Legal Authority

Requirement	Municipal Code Reference	Meets WDR Requirements?
General		
Prevent illicit discharges into the sanitary sewer system	13.04.210	Yes
Limit the discharge of fats, oils, and grease and other debris that may cause blockages	13.04.210	Yes
Require that sewers and connections be properly designed and constructed	13.04.040	Yes
Require proper installation, testing, and inspection of new and rehabilitated sewers	13.04.040	Yes
Laterals		
Clearly define City responsibility	13.12.140	Yes
Ensure access for maintenance, inspection, or repairs for portions of the service lateral owned or maintained by the City	NA	NA
Control infiltration and inflow (I/I) from private service laterals	13.04.070	Yes
SEWER PIPE BLOCKAGE Source Control		
Requirements to install grease removal devices (such as traps or interceptors), design standards for the grease removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements	13.04.080	Partial
Authority to inspect grease producing facilities	13.04.180	Yes
Enforcement		
Enforce any violation of its sewer ordinances	13.04.110	Yes

Section 4. Operations and Maintenance Program

4.1. Introduction

This section of the SSMP provides an overview of the City's operations and maintenance program.

4.2. WDR Requirements

The summarized requirements for the Operations and Maintenance (O&M) Program are:

(a) Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable storm water conveyance facilities;

(b) Describe routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The preventative maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders;

(c) Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan;

(d) Provide training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained; and

(e) Provide equipment and replacement part inventories, including identification of critical replacement parts.

4.3. Collection System Maps

The City maintains its collection system maps using Geographic Information System (GIS). The maps include all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable storm water conveyance facilities. The field crews use hard copy maps that are produced from GIS. The hard copy maps are updated on an as-needed basis. Corrections that are identified by the field crews are forwarded to Engineering Division for action. High-priority corrections are completed as soon as possible. High-priority corrections refer to mapping information that could cause

the field crews to act in a manner that could cause an SSO. Low-priority corrections are completed once a year.

4.4. Operation and Maintenance Program

The elements of the City's sewer system O&M program include:

- Proactive, preventive, and corrective maintenance of gravity sewers;
- Ongoing CCTV inspection program to determine the condition of the gravity sewers;
- Rehabilitation and replacement of collection system facilities that are in poor condition; and
- Periodic inspection and preventive maintenance for lift station and force main facilities.

Please see Attachment A for an example of the maintenance logs used by the City. The details of the City's O&M programs are:

4.4.1. Gravity Sewers

The City proactively cleans all sewers 12-inches in diameter and smaller every two years, and it preventively cleans sewers with a history of problems every 1, 2, or 3 months. The City's standard operating procedure for sewer cleaning is included as Appendix 4-A.

Gravity sewer cleaning is currently scheduled using paper work orders. The City attempted transitioning to a computer-based maintenance management system to initiate work orders, record completed work and compile a maintenance history for each individual sewer system asset, but the software has since been abandoned. Everything is documented and scheduled using paper work orders.

The City will visually inspect the condition of its entire system greater than 6 inches, every five years and provide cleaning if needed. The City uses CCTV to determine the cause of its gravity sewer blockages and SSOs.

The City completes repairs in priority order using its field crews and underground contractors when required during difficult repairs.

The public works field crews maintain a list of known structural problems for use in providing input to the Public Works Engineering Division on the Capital Improvement Program.

4.4.2. Lift Stations

The City's lift station O&M program consists of operational inspections, preventive maintenance, and corrective maintenance activities.

The operation of the lift stations is inspected at least once weekly. Critical lift stations such as those with close proximity to the river and high flows are inspected three times per week. The critical stations include Riverview, Orangewood, Olive Glen, and Butte Woods lift stations. Facility or equipment problems observed during the operational

inspections are noted on logs maintained at the lift stations and on reports for follow-up action. Emergency generators are exercised on the first working day of the month along with any alarm system testing. At this time, Accularm Security Systems is contracted to complete the testing and control the system.

Repairs and major maintenance of lift stations are completed by City staff. Specialty repairs, maintenance, or rehabilitation/replacement are put out to bid.

4.4.3. Force Mains

The City's force main O&M program consists of periodic inspections, preventive maintenance, and corrective maintenance activities.

The City is a member of Underground Service Alert and marks the location of its force mains to prevent damage by others during underground construction.

The force main right-of-ways are inspected quarterly to identify leakage and potential incursions associated with nearby construction. Formal inspections are difficult due to either accessibility issues or the small diameter of the force mains which does not allow for video inspection.

4.4.4. Non-Routine Maintenance

Non-routine maintenance activities include investigation and response to any complaints regarding a sanitary sewer overflow, missing or shifted manhole covers, manhole covers that are excessively noisy, residential plumbing troubles, lift station malfunction, unexpected sewer odor, etc. Sewer complaints are investigated and appropriate actions are taken to resolve the source of the problem.

4.5. Rehabilitation and Replacement Plan

The City has a Capital Improvement Program that includes the rehabilitation and replacement of its collection system assets where conditions warrant.

The sewer system projects that are included in the City's Capital Improvement Program are shown in Appendix 4-B.

4.6. Training Program

The City currently uses a combination of on-the-job training, conferences, seminars, and other opportunities to train its collection system staff through Target Solution. A partial list of available training resources is shown on Table 4-1. Please see Attachment B, for the most current California Water Environment Association Collection System Maintenance certificates. The goal is to continue training until each member of the crew has at least a Grade 2 or Grade 3 certificate.

Table 4-1: Training Resources

Sponsor	Event	Timeframe	References
California Water Environment Association	State Conference	April	www.cwea.org
	Northern Regional Safety Conference	May	
	Northern Regional Training Conference	September	
	Northern Sacramento Valley Section	Periodic	
	Sacramento Area Section Collection Systems Committee	Quarterly	
Central Valley Clean Water Association	Collection System Committee	Periodic	http://www.cvcwa.org
Tri-State Conference	Annual Conference	September	www.tristateseminar.com
California State University, Sacramento	Videos, manuals, home study courses	Continuous	www.owp.csus.edu
USEPA	On-line courses	Continuous	www.epacampus.com

The City's contract language requires contractors working in the collection system to provide training for their employees in collection system operations and response to collection system blockages/overflows.

4.7. Equipment and Parts Inventory

The list of the major equipment that the City uses in the operation and maintenance of its sewer system is included in Appendix 4-C.

Appendix 4-A: Standard Operating Procedure for Sewer Cleaning

Purpose

The purpose of this Standard Operating Procedure is to ensure that sewer cleaning is performed in a manner that will produce a high-quality work product. Quality is important because it ensures that the sanitary sewers will not experience problems prior to their next scheduled cleaning.

Goal

The goal of cleaning a gravity sewer is to restore the flow area to 95% of the original flow area of the pipe.

Required Equipment and Tools

1. Personal protective equipment (hard hat, steel toe boots, gloves, eye/face protection, hearing protection)
2. Calibrated gas detector
3. Proper safety cones, barricades, flagging, signs or other traffic control devices
4. Confined space equipment (tripod, harness, and ventilation blower)
5. Sanitary sewer system map book
6. Combo sewer cleaner
7. Warthog sewer cleaning nozzle
8. Six-wire skid (“proofer”) in sizes that will be encountered during the day
9. Root saw
10. Debris traps in the sizes that will be encountered during the day
11. Manhole hook or pickaxe
12. Measuring wheel
13. Disinfectant

Procedures for Sewer Cleaning Crew

Prior to Leaving the Yard

1. Plan the work so that it starts in the upstream portion of the area and moves downstream.
2. Wherever possible, plan to clean sewers from the downstream manhole.
3. Inspect the sewer cleaning nozzles for wear. Replace nozzles that are excessively worn.
4. If this is the first day that this cleaning unit is being used this week, inspect the first 200 feet of hose and couplings for damage or wear.

At the Jobsite

1. Wear proper personnel protective equipment (PPE).
2. Fill the water tank at or near the first job site.
3. Determine and confirm location of upstream and downstream manholes (use street addresses, if possible).
4. Look for any overhead utilities that may come into contact with the vacuum boom during the cleaning operation.
5. Set up proper traffic control by placing traffic signs, flags, cones and other traffic control devices.
6. Move the cleaning unit into the traffic control so that the hose reel is positioned over the manhole.
7. Open the manhole and use the gas detector to determine if it is safe to proceed with the cleaning operation.
8. Install the Warthog nozzle on the hose.

Cleaning Operation

1. Insert the debris trap.
2. Start the auxiliary engine.
3. Lower the hose, with a guide or roller to protect the hose, into the manhole and direct it into the sewer to be cleaned.
4. Start the high-pressure pump and set the engine speed to provide adequate pressure for the sewer cleaning operation.
5. Open the water valve and allow the hose to proceed up the sewer. The hose speed should not exceed 3 feet per minute.
6. Allow the hose to proceed 25% of the length of the sewer and pull the hose back.
7. Observe the nature and the quantity of debris pulled back to the manhole.
8. If there is little or no debris, allow the hose to proceed to the upstream manhole.

9. If there is moderate to heavy debris, clean the remaining portion of the sewer in steps not to exceed 25% of the length of the sewer.
10. Open the upstream manhole and verify that the nozzle is at or past the manhole.
11. The sewer has been adequately cleaned when successive passes with a cleaning nozzle do not produce any additional debris, and the sewer is able to pass a full size, six-wire skid ("proofer") for its entire length.
12. Determine the nature and quantity of the debris removed during the cleaning operation. Use the codes in Table 4-1 to report the nature and quantity of debris. Figure 4-1 is an excerpt from the CWEA "Best Practices Cleaning Results" publication and sets guidelines for coding debris found during field work.

Table 4-2: Criterion for Coding Debris Found During Cleaning

Type of Debris	Clear (no debris)	Light	Moderate	Heavy
Sand, grit, rock	CLR	DL	DM	DH
Grease	CLR	GL	GM	GH
Roots	CLR	RL	RM	RH
Other (specify)	CLR	OL	OM	OH

13. Remove the debris from the manhole using the vacuum unit.
14. Rewind the hose on the reel.
15. Remove the debris trap.
16. Clean the mating surface and close the manhole. Ensure that the manhole is properly seated.
17. Enter the results in the Work Order.
18. Move the cleaning unit, break down and stow the traffic controls.
19. Proceed to the next cleaning jobsite.

At the End of the Day

1. Inspect the equipment and tools for problems.
2. Report any problems with equipment, tools, or sewers that were cleaned during the day.
3. Turn in all completed Cleaning Work Orders at end of shift.

Figure 4-1: Excerpt from CWEA publication, "Best Practices Cleaning Results"

Standard Measures of Observed Results

Next to cleaning the sewer line, effective observation of results is the most important work product of the crew. This information is the basis for defining future maintenance activities. Consistency is important. The standards for "results" for six- and eight-inch diameter sewers are:

	Clear	Moderate	Heavy
Grit	No observable grit	Less than 5 gallons 15-20 minutes to clean 1-2 passes required Requires cleaning twice or less per year Only fine grit	More than 5 gallons More than 30 minutes to clean More than 4 passes required Requires cleaning four times per year
Grease	No observable grease	Small chunks/no "logs" 15-20 minutes to clean 1-2 passes required Requires cleaning twice or less per year	Big chunks/"logs" Operator concern for downstream plugging More than 30 minutes to clean More than 4 passes required
Liquefied grease		Vacuuming not required	Vacuuming not required
Roots	No observable roots	Thin/stringy roots present; no large clumps 15-20 minutes to clean 1-2 passes required	Thick roots present Large "clumps" More than 30 minutes to clean More than 4 passes
Other condition observations: - Pipe material fragments - Soil/dirt - Rock (pipe bedding) - Lost nozzle			

Appendix 4–B: Capital Improvement Program

Project Number	Project Title	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
1	Oroville Dam Blvd Relief Sewer		✓	✓				
2	Stanford Avenue Sewer	✓	✓					
3	Grace Baptist Church	✓						
4	Montgomery Street Sewer	✓						
5	Table Mountain Blvd Sewer	✓						
6	Grand Avenue Sewer					✓		
7	Downtown Sewer			✓				
8	5th Avenue Sewer			✓				
9	Feather River Blvd Sewer				✓			
10	Oroville Industrial Park Sewer				✓			
11	Olive Highway Expansion							✓
12	Oroville Quincy Highway Expansion						✓	
13	Dry Creek Pump Station and Pipeline Expansion		✓					
14	Zepher Way Expansion						✓	
15	Orange Avenue Sewer				✓			
16	Larkin Rd Bypass Sewer							✓
17	West Oroville Dam Blvd Expansion							✓
18	TWSD East Interceptor							✓
19	Ruddy Creek Pump Station Upgrade 1							✓
Additional CIP projects will be added as televising, condition assessment and flow monitoring (I&I investigation) of the collection system progresses								

Appendix 4–C: Major Sewer System Equipment Inventory

Equipment Number	Major Equipment Type	Year Purchased
55	Mercedes CCTV Van	2008
163	Bobcat Mini Excavator	2016
50, 51, NA	Ford F-150 Service Truck - 3	2015, 2012, 2024
59, 67	Ford F-350 Service Truck -2	2012, 2024
164	Kenworth 5 CY Dump Truck	2017
53	Kenworth VacCon	2012
54	Sterling Vactor	2002
166	Kenworth Vactor	2022
167	Ford F-550 CCTV Van	2023
NA	Doosan G125 Generator	2020
78	Ingersoll Rand Generator	2001
NA	Pipe Hunter Easement Cart	2011
58	Ford F-350 1 Ton	2020

Section 5. Design and Performance Provisions

5.1. Introduction

Design standards are incorporated into the City's standard details by the City's Public Works Department for the design of new and rehabilitated collection system facilities. The City's standard details can be found at http://www.cityoforoville.org/services/public-works-department/engineering-division/improvement-standards.

5.2. WDR Requirements

The summarized requirements for the Design and Performance Provisions element of the SSMP are:

The Agency must have design and construction standards and specifications for the installation of new sewer systems and for the rehabilitation and repair of existing sewer systems.

The Agency must also have procedures and standards for inspecting and testing the installation of new sewers, pump stations, and other appurtenances; and for rehabilitation and repair projects.

5.3. Design Criteria

The City's Sanitary Sewer System Design Criteria are:

5.3.1. General

1. Any situation that varies from the standard conditions will require additional or specialized design features to ensure reliability, access for maintenance, and economical operation and maintenance. Design conditions that differ from these standards require approval from the City Engineer.
2. Sewer lift stations require telemetry equipment to be incorporated into the design of the facility. The Public Works Department will provide specific design requirements when improvement plans are submitted for plan check.

5.3.2. Mains

1. Minimum size shall be eight inches.
2. The maximum depth of flow during peak dry weather flow shall not exceed 3/4 of the diameter for new pipes.
3. No vertical or horizontal curves shall be permitted, unless otherwise approved by the Public Works Department.
4. The deflection between any two successive joints will not exceed 80% of the maximum deflection recommended in writing by the pipe manufacturer. The minimum pipe length used to construct short radius curves will be two feet.

5. Sewer main locations shall be located in the center of the street or easement. A minimum ten-foot horizontal separation outside-of-pipe to outside-of-pipe from waterlines shall be maintained.
6. Minimum cover for sewer pipe shall be 36 inches below the finished grade, unless otherwise approved by the Public Works Department.
7. Minimum Grade: A minimum velocity shall be two feet per second (fps) at peak daily dry weather flow. The minimum grade shall be:

Pipe Diameter	Minimum Grade
8”	0.35%
10” and larger	0.25%

8. Wastewater Flow Projection Criteria shall be:

Category	Unit	Flowrate - GPD[1]
Auditorium/Assembly Hall	Seat	5
Bowling Alley	Per Lane	200
Carwash - Coin Operated	Stall	200
Commercial	1,000 GSF	100
Department Store	Toilet Room	550
Department Store	Employee	10
Hospital Bed	Bed	250
Hospital Employee	Employee	10
Hotels & Motels	Room	150
Laundry - Self Service	Machine	500
Medical Building	1,000 GSF[2]	300
Office Building	1,000 GSF	200
Prison Employee	Employee	10
Prison Inmate	Inmate	120
Residential - 1 Bedroom Apartment	Dwelling Unit	150
Residential - 2 Bedroom Apartment	Dwelling Unit	200
Residential - Mobile Home	Dwelling Unit	200
Residential - Single Family Dwelling	Dwelling Unit	260
Rest Home	Bed	100
Restaurant	Fixed Seat	50
School w/cafeteria only	Student	15
School w/cafeteria, gym & showers	Student	25
School w/o cafeteria, gym & showers	Student	10
Shopping Center	Parking Space	2
Shopping Center	Employee	10

Category	Unit	Flowrate - GPD(1)

(1) Flowrate = Average dry weather flow gallons per day
(2) GSF = Gross square feet

9. Peak daily flows for new residential developments shall be based on a ratio of peak to average flow of 2.5.
10. All sewer mains not located within the public right-of-way shall be provided with a minimum 15-foot wide sewer easement. In some special cases a wider easement may be required; easement width shall be determined by the City Engineer. All easements shall be easily accessible to City's maintenance equipment.
11. Where water and sewer mains are located within the same easement, the minimum easement width shall be 20 feet. All easements shall be easily accessible to the City for maintenance.
12. The standards for rehabilitation shall be:
    a. All sewer main replacements in easements should be constructed using trenchless construction methods where feasible and/or acceptable. The materials shall be SDR-35 PVC. Creek, railroad, and freeway crossings shall be SDR-35 HDPE or C900 PVC and the sewer main shall be installed in a steel casing with appropriate corrosion protection.
    b. All sewer main replacements in streets and other paved areas shall be constructed using open cut or trenchless construction methods. Mains with less than 3.5 feet of cover shall be constructed using open trench construction methods. The materials shall be SDR-35. Protection from surface loads shall be approved by the Public Works Department.
    c. All sags deeper than 1.5 inches shall be eliminated using spot repairs prior to proceeding with the rehabilitation method.
    d. All connecting manholes, lamp holes, and clean outs shall be replaced or rehabilitated at the time the sewer main is rehabilitated or replaced.
    e. All laterals shall be reconnected to the main at a 45-degree angle.

5.3.3. Manholes

1. Minimum drop through manholes shall be 0.10 feet.
2. Manholes shall be required:
    a. At all changes of slope.
    b. At all changes in size or material.
    c. At all changes of direction.
    d. At all intersections of with other mains.
    e. At all ends of lines and beginning of all mains.

3. All manholes shall be numbered on the plans.
4. Manhole spacing shall be 300 feet maximum or as approved by the Public Works Department.
5. For all industrial users, an inspection manhole shall be provided immediately behind the property line.
6. For all residential uses, a cleanout shall be provided within two feet of the property line.
7. Match soffit elevation at all locations where sewers of different size are connected in a manhole.

5.3.4. Laterals

1. Each parcel or lot shall have only one connection to public sewer main.
2. Minimum size shall be four inches. Six-inch laterals shall be provided for properties with five or more connected units and all commercial connections.
3. Sewer laterals six inches and larger, shall be connected to an existing manhole or a new manhole shall be constructed.
4. Minimum slope shall be 1/4 inch per foot.
5. An inspection manhole shall be provided at the property line for industrial projects where the flow will exceed 5,000 gallons per day.
6. All laterals are to be shown on improvement plans by stationing or a lateral table. On “As-Built” plans all laterals shall be shown in plan view to scale and dimensioned from the nearest sewer manhole.
7. Location:
    a. Perpendicular to the sewer main.
    b. Standard is from the center of lot to five feet above downstream lot line (shown on “As-Built” plans).
    c. Services shall not be located in the driveway.
8. An “S” shall be stamped on the curb face at the lateral location.
9. Separation between sewer and water laterals shall be per City Standard Details and State regulations.
10. Minimum cover shall be three (3) feet minimum at the property line.
11. Any lot with a finished pad elevation lower than the top of the finished street grade where the sewer main is located that serves this lot, must install a sewer back flow prevention valve on private property. The valve must be installed in a valve box for easy access and be visible from the public right-of–way. The property owner shall be responsible for the installation and maintenance of the sewer backflow prevention valve. The backflow

prevention valve shall be shown on the precise grading and improvement plans.

a. The backflow certification shall be completed by the developer in accordance with City standards.

b. The property owner is responsible for maintaining the backflow prevention valve in proper operating condition at all times.

5.3.5. Lift Station

Lift stations shall not be employed unless deemed essential by the Public Works Department. Design criteria to be provided by the Public Works Department.

5.3.6. City Sanitary Sewer System – Authorized Materials

The authorized materials for the City's sewer system are shown on Table 5-1.

Table 5-1: Acceptable Pipe Materials for New Gravity Sewers

Material	Designation	Standard
Polyvinylchloride Pipe (PVC)	SDR-35 C900	ASTM D3033 or D3034 AWWA C900

5.3.7. Private Sewer Systems

1. All private sewer systems serving more than one building shall be governed by and permitted through the Building Department. A manhole shall be set at the property line and at the mainline, if required.
2. The sewer system upstream of the manhole at the property line shall be considered private.
3. In the event that a private sewer system is proposed to be converted to a public system, the entire system must be upgraded to meet the public standards as presented in this section.
4. Acceptable pipe materials for buried main and trunk sewers 24 inches in diameter and smaller are shown in Table 5-1. Materials for other applications require the approval of the Public Works Department.

5.3.8. Inspection and Testing Criteria

The City's Sanitary Sewer System Inspection and Testing Criteria are based on the City's Engineering Standards. The City's inspection and testing criteria are:

<u>New Gravity Sewers</u>

Inspection during construction – All new gravity sewers will be periodically inspected during construction to ensure that the sewer is constructed using the specified materials and methods. Specific approvals will be required by the

inspector prior to backfilling the trench, prior to paving, and prior to acceptance by the City. The contractor will be required to provide survey controls so that the inspector can verify line and grade (slope). Unusual conditions and special features will be recorded for future reference.

Leakage – All new gravity sewers will be tested to verify that they have been properly constructed. Sewers will be tested using a low air pressure test in accordance with City standards. Gravity sewers that fail the test shall be repaired and retested.

Deflection – All flexible pipe will be tested for deflection following backfill and prior to paving in accordance with City standards. Gravity sewers that fail the test shall be repaired and retested. "Re-rounding" is not allowed.

CCTV inspection – All new gravity sewers will be inspected using a closed circuit television to verify that the pipe is free from defects/damage, that the joints have been correctly construct, and that the sewer is free from sags that will cause future operational problems. Gravity sewers shall be cleaned prior to inspection and shall be flushed with water so that sags can be identified and recorded.

Warranty inspection – All new gravity sewers will be inspected using CCTV prior to the end of the warranty period to ensure that there are no latent defects. Repairs shall be completed in a timely manner at the Contractor's expense.

New Manholes

Inspection during construction - All new manholes will be periodically inspected during construction to ensure that the sewer is constructed using the specified materials and methods. Unusual conditions and special features will be recorded for future reference.

Leakage – All new manholes will be vacuum tested to verify that the joints, connections, and frame/cover are tight. The vacuum test will follow ASTM C1244. The test will be conducted at a 10 inch Hg vacuum. The vacuum loss shall be less than one inch Hg for the time shown on Table 5-2.

Table 5-2: Minimum Manhole Vacuum Test Time in Seconds

Depth / Diameter	4-foot diameter	5-foot diameter	6-foot diameter
Depth = 15 feet or less	60	75	90

Manholes that fail the vacuum test shall be repaired using materials and methods approved by the Public Works Department and retested.

New and Rehabilitated Lift Stations

Inspection during construction – All new and rehabilitated lift stations will be periodically inspected during construction to ensure that they are constructed using the specified materials and methods. Unusual conditions and special features will be recorded for future reference.

Functional test – All systems in new and rehabilitated lift stations will be tested to ensure they function as intended.

Performance test – All new and rehabilitated lift stations will be required to pass an extended performance test to ensure that they are capable of reliably meeting the design performance for a period of at least 120 hours of continuous operation without failure or alarms. The results of these performance tests will be recorded for use as a basis for evaluating future performance evaluations.

Section 6. Spill Emergency Response Plan

6.1. Introduction

The purpose of this Overflow Emergency Response Plan (OERP) is to support an orderly and effective response to SSOs.

6.2. WDR Requirements

The collection system agency shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

(a) Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;

(b) A program to ensure appropriate response to all overflows;

(c) Procedures to ensure prompt notification of appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, regional water boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the Monitoring and Reporting Program (MRP). All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board Waste Discharge Requirements or National Pollutant Discharge Elimination System (NPDES) permit requirements. The Sewer System Management Plan should identify the officials who will receive immediate notification;

(d) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;

(e) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and

(f) A program to ensure that all reasonable steps are taken to contain untreated wastewater and prevent discharge of untreated wastewater to waters of the United States and minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge

(g) Remove sewage from the drainage conveyance system;

(h) Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;

(i) Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;

(j) Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;

(k) Conduct post-spill assessments of spill response activities;

(l) Document and report spill events as required in this General Order; and

(m) Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the Plan as needed.

6.3. Goals

The City's goals with respect to responding to SSOs are:

- Respond quickly to minimize the volume of the SSO;
- Eliminate the cause of the SSO;
- Contain the spilled wastewater to the extent feasible;
- Minimize public contact with the spilled wastewater;
- Mitigate the impact of the SSO;
- Meet the regulatory reporting requirements; and
- Notify the public when a threat to public health exists.

6.4. SSO Detection

The processes that are employed to notify the City of the occurrence of an SSO include: observation by the public, receipt of an alarm, or observation by City staff during the normal course of their work.

6.4.1. Public Observation

Public observation is the most common way that the City is notified of blockages and spills. Contact information for reporting sewer spills and backups are on the City's website:

http://www.cityoforoville.org/services/public-works-department/engineering-division/sanitary-sewers

and the Public Works Department is in the process of installing signs near lift stations with emergency contact information. The working hours telephone number for reporting sewer problems is (530) 538-2420. The after-hours telephone number is (530) 538-2448 (Police Dispatch).

6.4.1.1. Normal Work Hours

The City's regular working hours for the sewer crew is Monday through Friday from 7:00 a.m. to 3:30 p.m. except holidays. When a report of a sewer spill or backup is made, City Staff receives the call, takes the information from the caller, fills out the first section of the Sewer Report Form (See Attachment D) and communicates it to the field crew who responds to the site.

6.4.1.2. After Hours

The Police Dispatcher receives the call, takes the information from the caller, and communicates it to the Public Works Standby Person. The Police Dispatcher also notifies Public Works if an alarm is set off after hours. See Appendix 6-A for additional after-hours personnel contact information.

6.4.2. Receipt of Alarm

If an alarm is set off during normal working hours, Accularm will contact the City Staff; however, after hours they will contact the Police Dispatcher as well as the Public Works Supervisor if available.

6.4.3. City Staff Observation

City Staff conduct periodic inspections of the sewer system facilities as part of their routine activities. Any problems noted with the sewer system facilities are reported to appropriate City personnel who, in turn, respond to emergency situations.

6.5. SSO Response Procedures

Sewer service calls and lift station alarms are considered high priority events that demand a prompt response. The notification and response procedure flow chart is shown on Figure 6-1. Emergency contact information is included in Appendix 6-A.

6.5.1. First Responder's Role

- To protect public health, environment and property from sewage spill events and restore area back to normal as soon as possible.
- To establish perimeters and control zones with traffic cones, barricades, vehicles or terrain.
- To promptly identify major SSO events and/or the need for additional resources (e.g. people, equipment, etc.).
- To contain and control the sewage discharged to the maximum extent possible. Every effort must be made to prevent the discharge of sewage into waterways above and below ground.

6.5.2. First Responder Priorities

The first responder's priorities are to:

- Follow safe work practices.
- Respond promptly with the appropriate equipment.
- Contain the spill whenever feasible.
- Restore the flow as soon as practicable.
- Minimize public access to and/or contact with the spilled sewage.
- Promptly notify Public Works Operations Manager in event of major SSO.
- Return the spilled sewage to the sewer system.
- Restore the area to its original condition (or as close as possible).

6.5.3. Safety

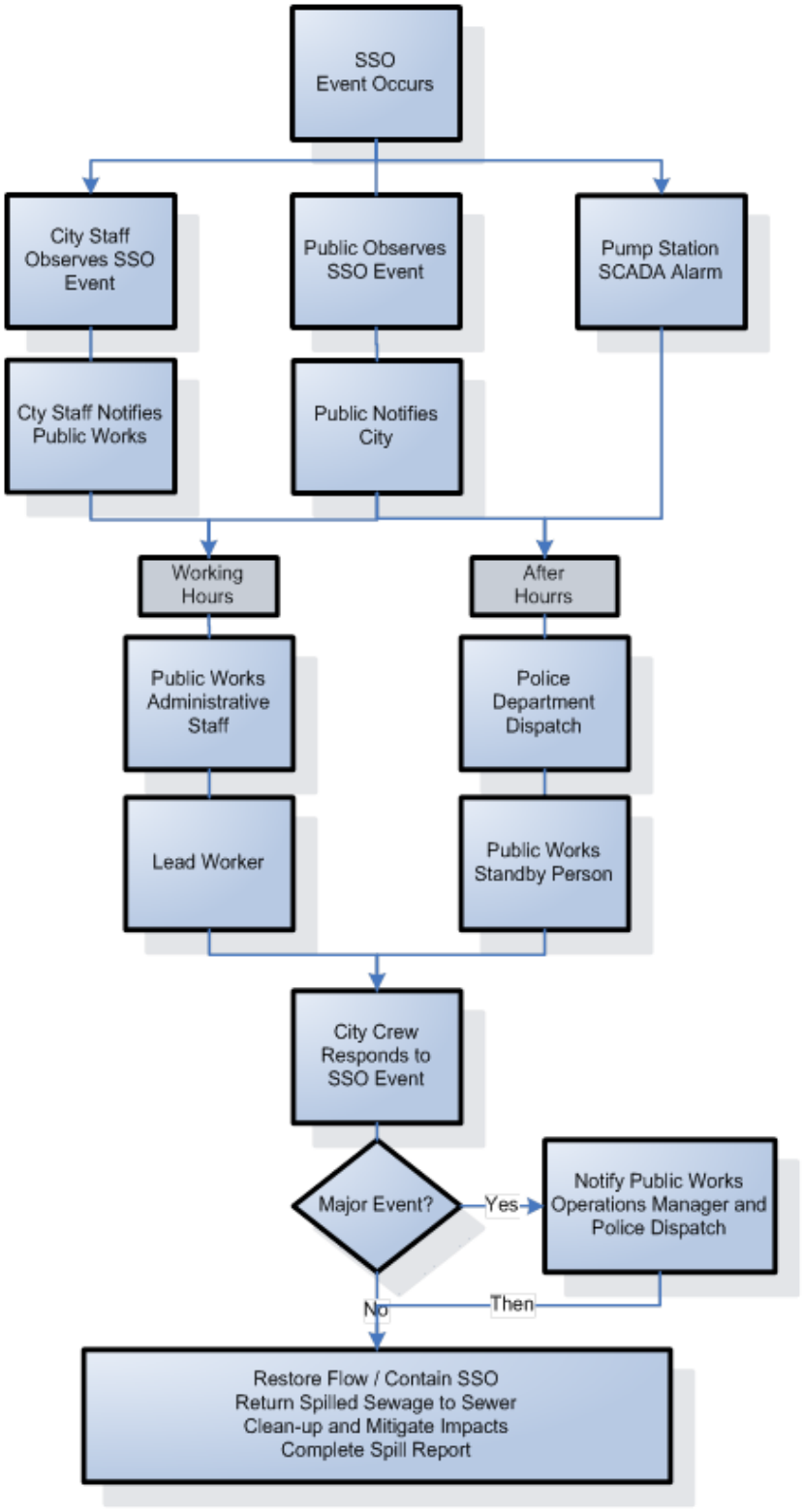
The first responder is responsible for following safety procedures at all times. Special safety precautions must be observed when performing sewer system work.

There may be times when City personnel responding to a sewer system event are not familiar with potential safety hazards peculiar to sewer system work. In such cases it is appropriate to take the time to discuss safety issues, consider the order of work, and check safety equipment before starting the job.

6.5.4. Initial Response

All sewer system calls require a response to the reported location of the event in an attempt to minimize or eliminate an overflow. The first responder must respond to the reporting party, lift station, or site of the problem immediately and visually check for potential sewer stoppages or overflows.

Figure 6-1: SSO Response Procedure Flow Chart



The first responder should:

- Get a brief description of the nature of the problem from the caller. Determine appropriate response measures based on the circumstances and information provided by the caller (e.g. weather and traffic conditions, small back up vs. sewage flowing on the ground, etc.).
- If the situation requires, call the Public Works Operations Manager (working hours) or the Police Dispatcher (after hours) to call other Public Works employees to assist in the SSO response. See Appendix 6-A for After Hours and Emergency Contact Information.
- Note arrival time, document conditions with photographs, contact caller if time permits.
- Verify the existence of a sewer system spill or backup.
- Regardless of whether the spill/backup is caused by a private lateral or other agency sewer system, the responding crew should always contain/mitigate the spilled sewage to the extent feasible and standby until representatives of the responsible party arrive and are fully operational.

6.5.5. Restore Flow

Relieve the stoppage or restore the lift station operation as soon as possible by use of the appropriate equipment.

If addressing a stoppage, set up downstream of the blockage and hydro clean or rod upstream from a clear manhole. Attempt to remove the blockage from the system and observe the flows to ensure that the blockage does not recur downstream.

If the blockage cannot be cleared within a reasonable time (15 minutes), or the sewer requires construction repairs to restore flow, or if the lift station operation cannot be restored within the wet well holding time, then initiate containment and/or bypass pumping. If assistance is required, contact the Public Works Operations Manager (working hours) or the Police Dispatch (after hours) or call other employees directly.

6.5.6. Initiate Spill Containment Measures

The first responder should attempt to contain as much of the spilled sewage as possible using the following steps:

- When a spill, leak, and/or overflow occurs, keep sewage from entering the storm drain system to the maximum extent practicable by covering or blocking storm drain inlets and catch basins, or by containing and diverting the sewage away from open channels and other storm drain facilities (using sandbags, inflatable dams, plastic mats, etc.).
- Determine the immediate destination of the overflowing sewage.
- Review sewer maps for possible temporary upstream flow diversion bypassing.

- Pump around the blockage/pipe failure/lift station.
- Dike/dam (or sandbag) the spill by building a temporary berm to collect the spilled sewage.
- If overflowing sewage has made contact with the storm drainage system, attempt to contain the spilled sewage by plugging downstream storm drainage facilities.
- Modify these methods as needed to accommodate wet weather conditions where the feasibility of containment may be impacted by the quantity of stormwater runoff.

6.6. Recovery and Clean Up

The recovery and clean up phase begins when the flow has been restored and the spilled sewage has been contained to the extent possible. The SSO recovery and clean up procedures are:

6.6.1. Water Quality Sampling and Testing

Water quality sampling and testing is required whenever more than 1,000 gallons of spilled sewage enters a surface water to determine the extent and impact of the SSO. The water quality sampling procedures are:

- The first responder should collect samples. Samples should be collected as soon as possible after the discovery of the SSO event.
- For discharges into flowing water (e.g. rivers, creeks), the water quality samples should be collected from 100 feet upstream of the spill, from the spill area, and for 1,000 feet downstream of the spill at 100-foot intervals.
- For discharges into stationary water (e.g. lakes, ponds), the water quality samples should be collected from the spill area, and for 1,000 feet on either side of the spill at 100-foot intervals.
- A laboratory will analyze the results to determine the nature and impact of the discharge. Additional samples will be taken to determine when posting of warning signs can be discontinued. The basic analyses should include total coliform, fecal coliform, biochemical oxygen demand (BOD), dissolved oxygen, and ammonia nitrogen.

6.6.2. Public Notification

The public that may be at risk should be warned to avoid contact with sewage or sewage-contaminated water from an SSO. The notification methods are described in the subsections below.

Local agencies and individuals may need to be contacted as soon as possible, depending on the situation, including:

- Police Department to control traffic;

- Public Works to close the areas (i.e. parks) and to mitigate impact on surface waters; and
- Local residents who may be impacted by the sewage spill.

6.6.2.1. Sign Posting and Barricading

Post warning signs and block the contaminated areas with “Yellow Caution Tape” and barricades to keep vehicles and pedestrians away from contact with spilled sewage. Do not remove these until results of the lab tests show that the area is safe for human contact. A sample warning sign is included as Appendix 6-H.

Property, creeks, rivers, or beaches that have been contaminated as a result of an SSO should be posted at visible access locations until the risk of contamination has subsided to background levels. The warning signs, once posted, should be checked every day to ensure that they are still in place.

6.6.2.2. Notification of Media

Major spills may warrant broader public notice. The Director of Public Works will contact local media when significant areas may have been contaminated by sewage. The Director of Public Works will maintain contact information for local media.

6.6.3. Estimate the Volume of Spilled Sewage

Use the methods outlined in Appendices 6-F and 6-G to estimate the volume of the spilled sewage. Wherever possible, document the estimate using photos of the SSO site before and during the recovery operation.

6.6.4. Recovery of Spilled Sewage

Vacuum up or pump the spilled sewage and discharge it back into the sanitary sewer system.

6.6.5. Clean up and Disinfection

When disinfecting a sewage-contaminated area, take every effort to ensure that the disinfectant or sewage treated with the disinfectant is not discharged to the storm drain system or surface waters. Methods may include blocking storm drain inlets, containing and diverting disinfectant and sewage away from open channels and other storm drain fixtures, and removing the material with vacuum equipment.

Clean up and disinfection procedures should be implemented to reduce the potential for human health issues and adverse environmental impacts that are associated with an SSO event. The procedures described are for dry weather conditions and should be modified as required for wet weather conditions. Where cleanup is beyond the capabilities of City staff, a cleanup contractor will be used.

6.6.5.1. Hard Surface Areas

- Collect all signs of sewage solids and sewage-related material either by hand or with the use of rakes, brooms and shovels.
- Wash down the affected area with clean water until the water runs clear. Take reasonable steps to contain and vacuum up the wastewater.
- Disinfect all areas that were contaminated from the overflow using the disinfectant solution of household bleach diluted 10:1 with water. Apply minimal amounts of the disinfectant solution using a hand sprayer. Document the volume and application method of disinfectant that was employed.
- Allow the area to dry. Repeat the process if additional cleaning is required.
- Do not apply disinfectant solution during wet weather conditions.

6.6.5.2. Landscaped and Unimproved Natural Vegetation

- Collect all signs of sewage solids and sewage-related material either by hand or with the use of rakes, brooms, and shovels.
- Wash down the affected area with clean water until the water runs clear. The flushing volume should be approximately three times the estimated volume of the spill.
- Either contain or vacuum up the wash water so that none is released.
- Allow the area to dry. Repeat the process if additional cleaning is required.
- Do not apply disinfectant solution to landscaped areas or unimproved natural vegetation.

6.6.5.3. Natural Waterways

The California Department of Fish and Wildlife should be notified in the event a SSO impacts any natural waterways. Fish and Wildlife will provide the professional guidance needed to effectively clean up spills that occur in these sensitive environments.

Clean up should proceed quickly in order to minimize negative impact. Any water that is used in the cleanup process should be de-chlorinated prior to use.

6.6.5.4. Wet Weather Modifications

Omit flushing during heavy storm events with heavy runoff where flushing is not required.

6.6.6. Follow-Up Activities

If sewage has reached the storm drain system, the Sewer Cleaning Truck should be used to vacuum/pump out the catch basin, and any other portion of the storm drain that may contain sewage.

In the event that an overflow occurs at night, the location should be re-inspected as soon as possible the following day. The operator should look for any signs of

sewage solids and sewage-related material that may warrant additional cleanup activities.

6.7. Failure Analysis Investigation

The objective of a failure analysis investigation is to determine the “root cause” of the SSO and to identify corrective action(s) needed that will reduce or eliminate future potential for the SSO to recur.

The investigation should include reviewing all relevant data to determine appropriate corrective action(s). The investigation should include:

- Reviewing and completing the Sewer Report Form;
- Reviewing past maintenance records;
- Reviewing available photographs;
- Conducting a CCTV inspection to determine the condition of the line segment immediately following the SSO and reviewing the video and logs; and
- Interviewing staff who responded to the spill.

The product of the failure analysis investigation should be the determination of the root cause and the identification of the corrective actions. The Collection System SSO Analysis Form (Appendix 6-D) should be used to document the investigation.

6.8. SSO Categories

The SWRCB has established guidelines for classifying and reporting SSOs. Reporting and documentation requirements vary based on the type of SSO. There are three categories of SSOs as defined by the SWRCB:

- Category 1 - All discharges of any volume of sewage that:
  A. Result in a discharge to a drainage channel and/or surface water; or
  B. Discharge to a storm drain pipe that was NOT fully captured and returned to the sanitary sewer system.
- Category 2 – Discharges of untreated or partially treated sewage equal to or greater than 1,000 gallons that discharge to a Surface Water.
- Category 3 – Discharge Volume is between 50 gallons and 999 gallons.
- Category 4 – Discharge Volume is less than 50 gallons.

6.9. SSO Documentation and Reporting

All SSOs should be thoroughly investigated and documented for use in managing the sewer system and meeting established reporting requirements. The procedures for investigating and documenting SSOs are:

6.9.1. Internal SSO Reporting Procedures

6.9.1.1. Category 1 SSOs

The first responder will immediately notify the Public Works Operations Manager (working hours) or Police Dispatch (after hours) who will notify the Public Works Operations Manager.

The Public Works Operations Manager or his/her designee will meet with field crew(s) at the site of the SSO event to assess the situation and to document the conditions with photos.

The first responder will fill out the Sewer Report Form and turn it in to the Public Works Operations Manager. The Public Works Operations Manager will review the form for completeness and accuracy and will forward it in to the Legally Responsible Official (LRO).

In the event of a large overflow or an overflow in a sensitive area, Public Works Operations Manager will notify the Director of Public Works. The Director of Public Works may notify the City Administrator and City Council.

6.9.1.2. Category 2 SSOs

The first responder will fill out the Sewer Report Form and turn it in to the Public Works Operations Manager. The Public Works Operations Manager will review the form for completeness and accuracy and will forward it in to the LRO.

6.9.1.3. Category 3 SSOs

The first responder will fill out the Sewer Report Form and turn it in to the Public Works Operations Manager. The Public Works Operations Manager will review the form for completeness and accuracy and will forward it in to the LRO.

6.9.1.4. Category 4 SSOs

The first responder will fill out the Sewer Report Form and turn it in to the Public Works Operations Manager. The Public Works Operations Manager will review the form for completeness and accuracy and will forward it in to the LRO.

6.9.2. External SSO Reporting Procedures

The California Integrated Water Quality System (CIWQS) electronic reporting system will be used for reporting SSO information to the SWRCB whenever possible. A flow chart is included as Figure 6-2 showing the external reporting response requirements based on the type of SSO. An external reporting response checklist with contact information is included as Figure 6-3.

6.9.2.1. Category 1 SSOs that reach Waters of the State

If a Category 1 SSO results in a discharge to waters of the State (a drainage channel or surface water, if not fully recovered), the following reporting requirements apply:

- **Within two hours** of being notified of the spill event, the Public Works Operations Manager or his/her designee will:
  - Notify OES (and obtain spill number for use in other reports),
  - Notify the Butte County Department of Health (County Health), and
  - Notify the RWQCB.
- **Within 24 hours** of being notified of the spill event, the Public Works Operations Manager or his/her designee will certify to the RWQCB that OES and County Health were notified of the SSO event.
- **Within 3 business days** of being notified of the spill event, the LRO or his/her designee will certify the initial report using CIWQS.
- **Within 15 calendar days** of the conclusion of SSO response and remediation, the LRO or his/her designee will certify the final report using CIWQS.
- The LRO or his/her designee will update the certified report as new or changed information becomes available. The updates can be submitted at any time and must be certified.

6.9.2.2. Category 2 SSOs

- **Within 3 business days** of being notified of the spill event, the LRO or his/her designee will certify the initial report using CIWQS.
- **Within 15 calendar days** of the conclusion of SSO response and remediation, the LRO or his/her designee will certify the final report using CIWQS.
- **Within 30 calendar days** after the end of the calendar month in which the SSO occurs, the Public Works Operations Manager or his/her designee will submit an electronic report using CIWQS and the LRO will certify the report. The report will include the information to meet the WDR requirements.

6.9.2.3. Category 3 SSOs

- **Within 30 calendar days** after the end of the calendar month in which the SSO occurs, the Public Works Operations Manager or his/her designee will submit an electronic report using CIWQS and the LRO will certify the report. The report will include the information to meet the WDR requirements.

6.9.2.4. Category 4 SSOs

- **Within 30 calendar days** after the end of the calendar month in which the SSO occurs, the Public Works Operations Manager or his/her designee will submit an electronic report using CIWQS and the LRO will certify the report. The report will include the information to meet the WDR requirements.

6.9.2.5. Private Lateral Sewage Discharges

The Public Works Operations Manager or his/her designee may report private lateral SSOs using CIWQS, specifying that the sewage discharge occurred and

was caused by a private lateral and identifying the responsible party (other than the City), if known.

6.9.2.6. No Spill Certification (Monthly)

If there are no SSOs during the calendar month, the Public Works Operations Manager or his/her designee will submit an electronic report, and the LRO will certify the report that the City did not have any SSOs within 30 calendar days after the end of each calendar month.

6.9.2.7. CIWQS Not Available

In the event that CIWQS is not available, the Public Works Operations Manager or his/her designee will fax all required information to the RWQCB office in accordance with the time schedules identified above. In such event, the City will submit the appropriate reports using CIWQS as soon as practical. The RWQCB fax number for Region 5R is (530) 224-4857. A sample form with required information is included as Appendix 6-C.

6.9.3. Internal SSO Documentation

6.9.3.1. Category 1,2,3 and 4 SSOs

The first responder will complete a work order and the Sewer Report Form (Appendix 6-B) and provide copies to the Public Works Operations Manager.

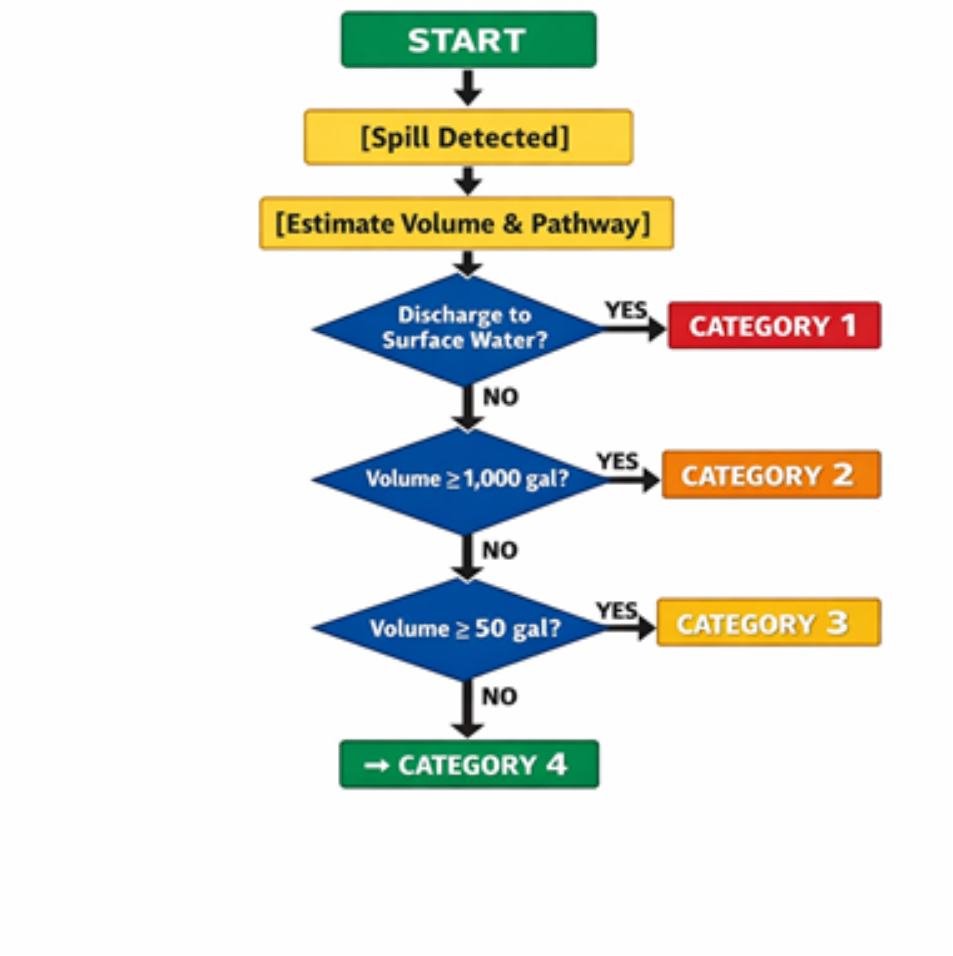
The Public Works Operations Manager will prepare a file for each individual SSO. The file should include the following information:

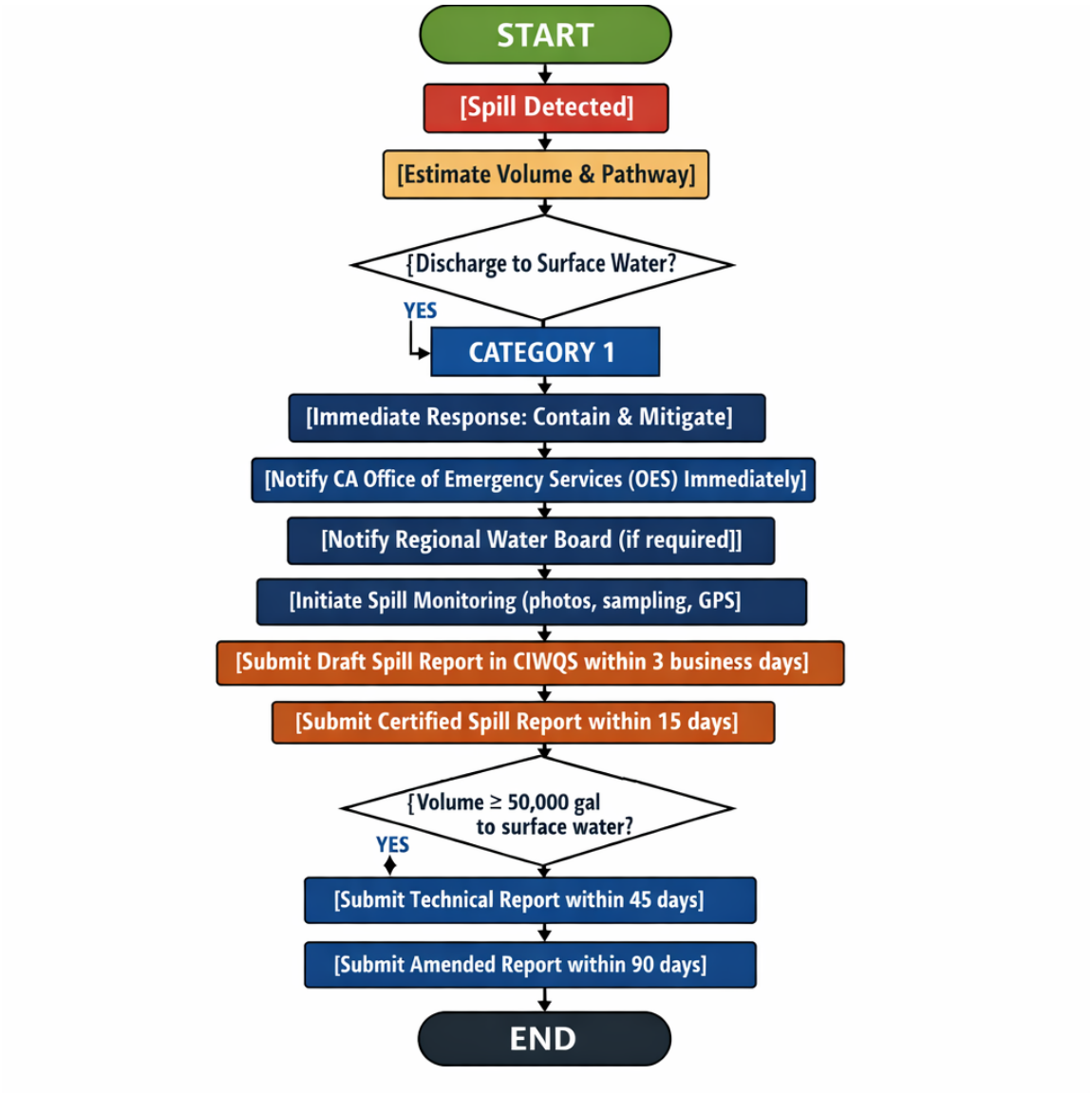
- Initial service call information
- Sewer Report Form
- Copies of the CIWQS report forms
- Volume estimate
- Failure analysis investigation results

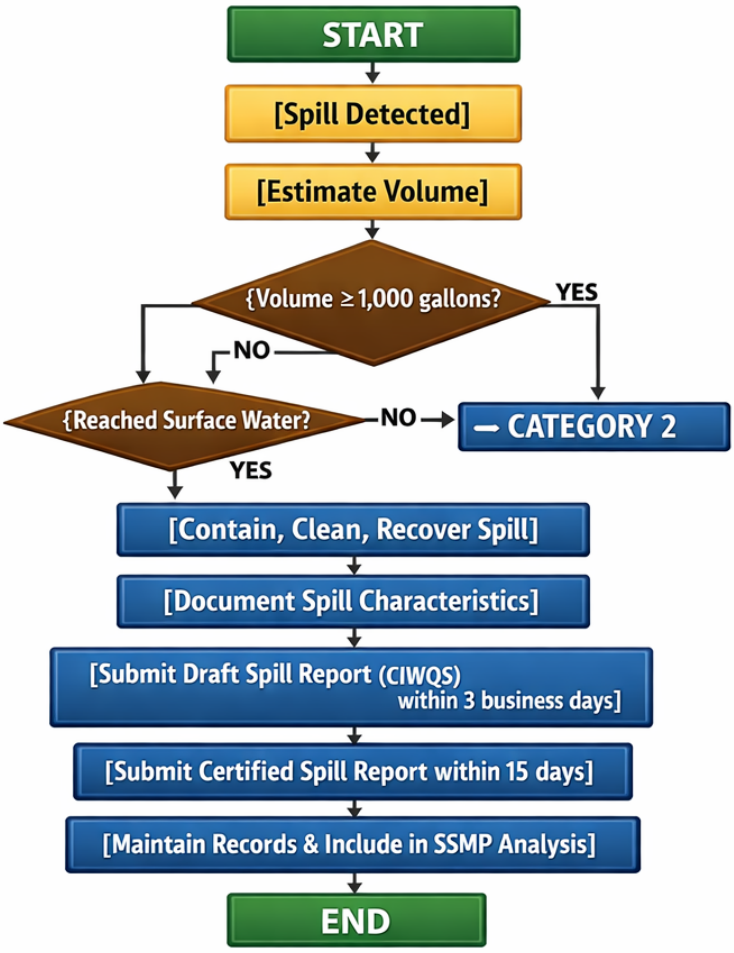
The following are optional for Category 2 SSOs:

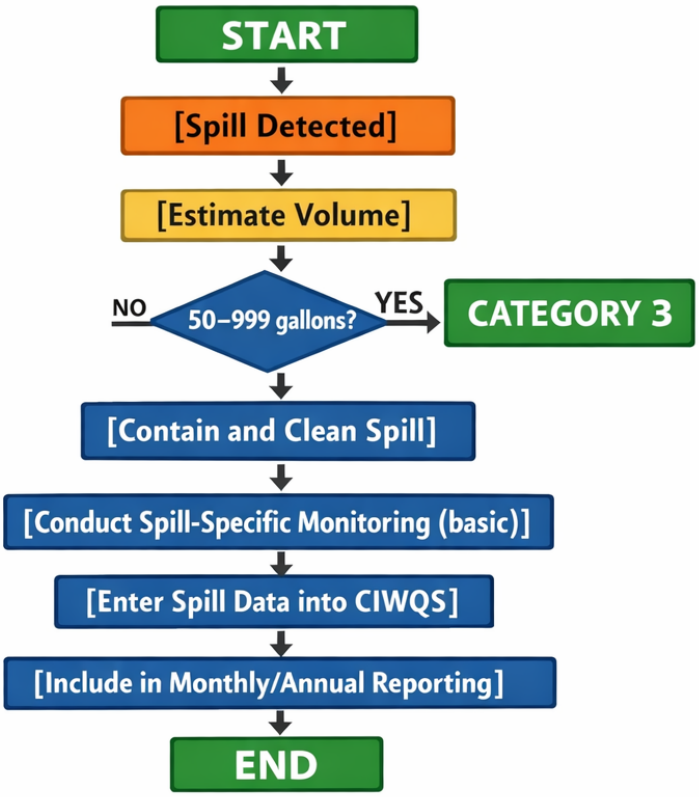
- Appropriate maps showing the spill location
- Photographs of spill location
- Water quality sampling and test results, if applicable

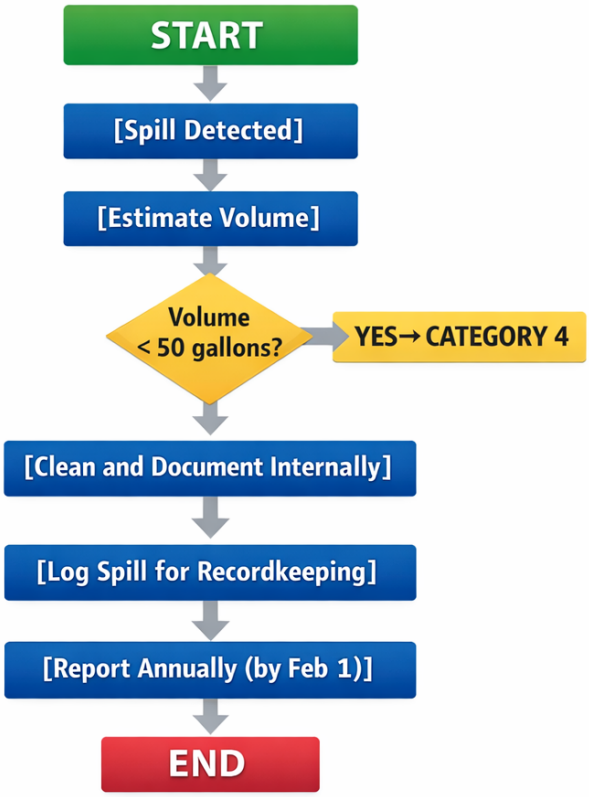
Figure 6-2: SSO External Reporting Requirement Flow Charts




START
[Spill Detected]
[Estimate Volume & Pathway]
{Discharge to Surface Water?
YES
CATEGORY 1
[Immediate Response: Contain & Mitigate]
[Notify CA Office of Emergency Services (OES) Immediately]
[Notify Regional Water Board (if required]]
[Initiate Spill Monitoring (photos, sampling, GPS]
[Submit Draft Spill Report in CIWQS within 3 business days]
[Submit Certified Spill Report within 15 days]
{Volume ≥ 50,000 gal
to surface water?
YES
[Submit Technical Report within 45 days]
[Submit Amended Report within 90 days]
END


START
[Spill Detected]
[Estimate Volume]
{Volume ≥ 1,000 gallons?
YES
NO
{Reached Surface Water?
NO
CATEGORY 2
YES
[Contain, Clean, Recover Spill]
[Document Spill Characteristics]
[Submit Draft Spill Report (CIWQS)
within 3 business days]
[Submit Certified Spill Report within 15 days]
[Maintain Records & Include in SSMP Analysis]
END


START
[Spill Detected]
[Estimate Volume]
NO
50–999 gallons?
YES
CATEGORY 3
[Contain and Clean Spill]
[Conduct Spill-Specific Monitoring (basic)]
[Enter Spill Data into CIWQS]
[Include in Monthly/Annual Reporting]
END


START
[Spill Detected]
[Estimate Volume]
Volume
< 50 gallons?
YES→ CATEGORY 4
[Clean and Document Internally]
[Log Spill for Recordkeeping]
[Report Annually (by Feb 1)]
END

6.9.4. External SSO Record Keeping Requirements

The WDR requires that individual SSO records be maintained by the City for a minimum of five years from the date of the SSO. This period may be extended when requested by the RWQCB Executive Officer. All records shall be made available for review upon SWRCB or RWQCB staff's request. Records shall be retained for all SSOs, including but not limited to the following when applicable:

- Copy of Certified CIWQS report;
- All original recordings for continuous monitoring instrumentation;
- Service call records and complaint logs of calls received by the City;
- SSO records;
- Steps that have been and will be taken to prevent the SSO from recurring and a schedule to implement those steps;
- Work orders, work completed, and any other maintenance records from the previous five years which are associated with responses and investigations of system problems related to SSOs;
- A list and description of complaints from customers or others from the previous five years; and
- Documentation of performance and implementation measures for the previous five years.

If water quality monitoring is conducted by the City or its agent(s), as a result of any SSO, records of monitoring information shall include:

- The date, exact place, and time of sampling or measurements;
- The individual(s) who performed the sampling or measurements;
- The date(s) analyses were performed;
- The individual(s) who performed the analyses;
- The analytical technique or method used; and
- The results of such analyses.

6.10. Post-SSO Event Debriefing

Every SSO event is an opportunity to evaluate the response and reporting procedures. Each overflow event is unique, with its own elements and challenges including volume, cause, location, terrain, and other parameters.

As soon as possible after major SSO events, all of the participants, from the person who received the call to the last person to leave the site, should meet to review the procedures used and to discuss what worked and where improvements could be made in responding to and mitigating future SSO events. The results of the debriefing should be recorded and tracked to ensure the action items are completed.

6.11. Equipment

This section provides a list of specialized equipment that is required to support this Overflow Emergency Response Plan.

Closed Circuit Television (CCTV) Inspection Unit – A CCTV Inspection Unit is required to determine the root cause for all SSOs from gravity sewers.

Camera – A digital or disposable camera is required to record the conditions upon arrival, during clean up, and upon departure.

Emergency Response Truck – A utility body pickup truck is required to store and transport the equipment needed to effectively respond to sewer emergencies. The equipment and tools should include containment and clean up materials.

GPS Unit (Global Positioning System) – A hand held GPS unit is required to determine the coordinates of spills for use in meeting SWRCB SSO reporting requirements.

Combination Sewer Cleaning Truck – A combination high velocity sewer cleaning truck with vacuum tank is required to clear blockages in gravity sewers, vacuum spilled sewage, and wash-down the impacted area following an SSO event.

Portable Generators, Portable Pumps, Piping, and Hoses – The list of portable equipment that is required to support this plan is included as Appendix 6-J.

6.12. SSO Response Training

This section provides information on the training that is required to support this Overflow Emergency Response Plan.

6.12.1. Initial and Annual Refresher Training

All City personnel who may have a role in responding to, reporting, and/or mitigating a sewer system overflow should receive training on the contents of this OERP. All new employees should receive training before they are placed in a position where they may have to respond. Current employees are receiving annual refresher training on this plan and the procedures to be followed.

6.12.2. SSO Training Record Keeping

Records should be kept of all training that is provided in support of this plan. The records for all scheduled training courses and for each overflow emergency response training event should include date, time, place, content, name of trainer(s), and names of attendees.

Contractors Working on City Sewer Facilities

All contractors working on City sewer facilities will be contractually required to develop a project-specific Overflow Response Plan. All contractor personnel will be required to receive training in the contractor's Overflow Response Plan and to follow it in the event that they cause or observe an SSO.

Appendix 6-A: After Hours/Emergency Contact Info

City Personnel

Name	Role/Title	Phone Number
Dispatch	After Hours Emergency Notification	(530) 538-2448
Jamie McGuire	Public Works Operations Manager	(530) 353-9479

Appendix 6-B: Sewer Report Form

SEWER REPORT FORM – PAGE 1

INITIAL INFORMATION

DATE: _____ CALL RECEIVED: _____AM/PM

RECEIVED BY:_____ CALLER'S NAME: _____

CALLER'S PHONE #:_____ CALLER'S ADDRESS: _____

LOCATION OF OVERFLOW:_____CROSS STREET: _____

TIME AND NAMES OF CREW MEMBERS CONTACTED: _____

DESCRIPTION OF COMPLAINT: _____

FIELD REPORT: FOR RESPONSE CREW'S USE

TIME ARRIVED AT SITE: _____AM/PM CREW NAMES: _____

ASSET #: _____ U/S ASSET#: _____ D/S ASSET#:_____

SIZE OF LINE:_____ LENGTH OF LINE: _____ EASEMENT: YES ☐ NO ☐

GPS COORDINATES: LATITUDE: 34._____ LONGITUDE: -118._____

COMMENTS: _____

COMPLETE REMAINDER OF FORM IF AN OVERFLOW HAS OCCURRED

TIME SSO STARTED:_____ TIME SSO STOPPED: _____ DURATION OF SSO: _____(DAYS/HOURS)

EST. TOTAL VOLUME: _____(GALLONS) RETURNED TO SEWER SYSTEM: _____(GALLONS)

DID SSO REACH SURFACE WATERS? YES ☐ NO ☐

VOLUME TO WATERS (INCLUDING STORM DRAIN) THAT WAS NOT RECOVERED: _____(GALLONS)

SURFACE/RECEIVING WATER LOCATION: _____

DESCRIBE HOW OVERFLOW QUANTITY WAS CALCULATED: EYEBALL ESTIMATE ☐ DURATION/FLOWRATE ☐
MEASURED VOLUME ☐ OTHER _____

WEATHER: SUNNY ☐ CLOUDY ☐ RAINY ☐ RAIN FOR SEVERAL DAYS _____

PRIMARY CAUSE: ROOTS ☐ GREASE ☐ DEBRIS ☐ VANDALISM ☐ CONSTRUCTION DAMAGE ☐ PIPE FAILURE ☐
PUMP STATION FAILURE ☐ POWER FAILURE ☐ CAPACITY (HEAVY RAIN) ☐ OTHER _____

SOURCE OF SSO: MANHOLE ☐ GRAVITY MAIN ☐ FORCE MAIN ☐ CLEAN OUT ☐ PRIVATE LATERAL ☐
PUMP STATION ☐ _____(NAME) OTHER _____

FINAL SSO DESTINATION: STORM DRAIN ☐ CAPTURED FROM STORM DRAIN (100%) ☐ BUILDING ☐
YARD/LAND ☐ SURFACE WATERS ☐ NO SURFACE WATERS INVOLVED ☐ OTHER _____

ADDITIONAL INFORMATION: _____

SEWER REPORT FORM – PAGE 2

SPILL MAGNITUDE:
- SSO REACHED DRAINAGE CHANNEL AND WAS NOT FULLY RECOVERED ☐
- MORE THAN 1,000 GALLONS, BUT FULLY RECOVERED AND RETURNED TO SEWER ☐
- BACKED UP INTO A RESIDENCE OR BUSINESS ☐
- LESS THAN 1,000 GALLONS AND DID NOT REACH DRAINAGE CHANNEL ☐

TIME CLEANUP BEGAN: _____ TIME CLEANUP COMPLETE: _____

DESCRIBE CLEANUP METHOD/ACTIONS TAKEN: _____

DISINFECTION: NO ☐ IF YES, DISINFECTION AMOUNT/TYPE: _____

SIGNS POSTED: YES ☐ NO ☐ BARRICADED: YES ☐ NO ☐ NEIGHBORS NOTIFIED: YES ☐ NO ☐

LIST ALL PERSONNEL RESPONDING TO SPILL: _____

PICTURES/VIDEO TAKEN: NO ☐ YES / BY: _____ SAVED LOCATION: _____

SAMPLES TAKEN BY: _____ LOCATION OF SAMPLES: _____

CALLER/CUSTOMER NOTIFIED RE: STATUS: YES ☐ NO ☐ IF NOT, REASON: _____

REGULATORY AGENCIES NOTIFIED: YES ☐ NO ☐ OES SPILL #: _____

	NAME OF CONTACT	DATE/TIME
OES:		
COUNTY HEALTH:		
RWQCB (2-HR/24-HR):		
CIWQS (SWRCB):		
FISH/GAME:		
OTHER:		

NAME OF PERSON MAKING NOTIFICATIONS: _____

IF ASSET WAS MANHOLE, PIPE, OR CLEAN OUT, COMPLETE THE FOLLOWING:

- OVERFLOWING MANHOLE: #_____ LONGITUDE/LATITUDE: _____
- UPSTREAM MANHOLE: #_____ LONGITUDE/LATITUDE: _____
- DOWNSTREAM MANHOLE: #_____ LONGITUDE/LATITUDE: _____
- CLEAN OUT: #_____ LONGITUDE/LATITUDE: _____
- SEWER MAIN: #_____ SIZE: _____ (INCHES) MATERIAL: _____

SKETCH AREA: INCLUDE MANHOLES, INTERSECTIONS, LOCATION OF STOPPAGE, ETC.

REPORT COMPLETED BY: _____ ___/____/_____ DATE SUBMITTED: ___/____/_____

SUBMIT REPORT TO PUBLIC WORKS SUPERINTENDENT AS SOON AS POSSIBLE.

Appendix 6-C: Sample Fax Form for SSO Reporting

FAX FORM FOR SSO REPORTING

THIS FORM IS BEING SUBMITTED TO REPORT AN SSO TO SATISFY THE CALIFORNIA SWRCB 2-HOUR/24-HOUR REPORTING REQUIREMENT OR BECAUSE THE CIWQS WEBSITE IS UNAVAILABLE.

TO: RWQCB, REGION 5R – CENTRAL VALLEY-REDDING **FAX NUMBER: (530) 224-4857**

REPORTING AGENCY: CITY OF OROVILLE **WDID: 5SSO10799**

COUNTY WHERE SSO OCCURRED: **BUTTE** ONGOING INVESTIGATION: YES ☐ NO / COMPLETE ☐

FAX SENT AT: ___/_____/____ AT ___:____ (24-HOUR) VOICE MESSAGE: ___/____/____ AT ___:____

OES CONTROL NUMBER: _____ COUNTY HEALTH CALLED: ___/____/____ AT ___:____

OVERFLOW LOCATION: LATITUDE: 34._____ LONGITUDE: -118._____

STREET ADDRESS: _____

CROSS STREET: _____

CITY: _____ ZIPCODE:_____

DATE/TIME CITY WAS NOTIFIED OF SSO: ___/_____/____ AT ___:____

CITY STAFF ARRIVED: ___/_____/____ AT ___:____ SSO ENDED: ___/_____/____ AT ___:____

WAS A PRIVATE LATERAL THE CAUSE OF THE SSO?	YES ☐ NO ☐
DID SSO ENTER DRAINAGE CHANNEL OR SURFACE WATERS?	YES ☐ NO ☐
WAS 100% OF THE SSO RECOVERED AND RETURNED TO SEWER?	YES ☐ NO ☐
WERE BEACHES IMPACTED?	YES ☐ NO ☐
WAS SSO POSTED?	YES ☐ NO ☐

ESTIMATED SSO VOLUME TOTAL: _____(GALLONS) VOLUME RECOVERED:_____(GALLONS)

ESTIMATED SPILLED SEWAGE VOLUME THAT REACHED SURFACE WATERS: _____(GALLONS)

SSO SOURCE: MANHOLE ☐ GRAVITY MAIN ☐ FORCE MAIN ☐ CLEAN OUT ☐ PRIVATE LATERAL ☐
PUMP STATION ☐ OTHER _____

SSO DESTINATION: STORM DRAIN ☐ CAPTURED FROM STORM DRAIN (100%) ☐ BUILDING ☐ YARD/LAND ☐
SURFACE WATERS ☐ NO SURFACE WATERS INVOLVED ☐ OTHER _____

SSO CAUSE: ROOTS ☐ GREASE ☐ DEBRIS ☐ VANDALISM ☐ CONSTRUCTION DAMAGE ☐ PIPE FAILURE ☐
PUMP STATION FAILURE ☐ POWER FAILURE ☐ CAPACITY (HEAVY RAIN) ☐
OTHER _____

DESCRIBE RESPONSE AND CORRECTIVE ACTION TAKEN:_____

_____

WERE SAMPLES TAKEN? NO ☐ YES: _____ (AGENCY/LABORATORY)

IF YES, TESTING FOR: TOTAL COLIFORM ☐ FECAL COLIFORM ☐ BOD ☐ DISSOLVED OXYGEN ☐ AMMONIA ☐

REPORTING PERSON NAME: _____ PHONE NUMBER: _____

LRO'S NAME: _____ LRO'S PHONE NUMBER: _____

Revised September 2008

Appendix 6-D: Collection System SSO Analysis Form

COLLECTION SYSTEM FAILURE ANALYSIS FORM

INCIDENT REPORT #: _____ PREPARED BY:_____

ADDRESS/LOCATION OF SSO:_____

TOTAL SSO VOLUME: _____ (GALLONS) VOLUME RECOVERED: _____ (GALLONS)

CAUSE: ROOTS ☐ GREASE ☐ DEBRIS ☐ VANDALISM ☐ CONSTRUCTION DAMAGE ☐ PIPE FAILURE ☐
PUMP STATION FAILURE ☐ POWER FAILURE ☐ CAPACITY (HEAVY RAIN) ☐ OTHER _____

SUMMARY OF HISTORICAL SSOS, BACKUPS, SERVICE CALLS, OTHER PROBLEMS

RECORDS REVIEWED BY: _____ RECORD REVIEW DATE: _____

EVENT DATE	CAUSE/PROBLEM	DATE PREVIOUSLY CLEANED	CREW RESPONDING TO CALL

SUMMARY OF CCTV INFORMATION

CCTV INSPECTION DATE: _____TAPE NAME/NUMBER: _____

CCTV TAPE REVIEWED BY: _____ CCTV REVIEW DATE: _____

CCTV OBSERVATIONS: _____

_____

RECOMMENDATIONS

☐ NO CHANGES OR REPAIRS REQUIRED

☐ MAINTENANCE EQUIPMENT _____

☐ MAINTENANCE FREQUENCY _____

☐ REPAIR (LOCATION AND TYPE) _____

☐ ADD TO CAPITAL IMPROVEMENT REHABILITATION/REPLACEMENT LIST _____

ADDITIONAL INFORMATION: _____

_____

_____

PUBLIC WORKS SUPERINTENDENT REVIEW DATE: _____/_____/_____

Appendix 6-E: Private Property Damage Procedures

Customer Relations Guidelines

It is important for employees to communicate effectively with the City's customers, especially in a sewage backup situation. How we communicate – on the phone, in writing, or in person – is how we are perceived. Good communication with the homeowner results in greater confidence in our ability to address the problem satisfactorily, less time to resolve the claim, and less damage done to the property.

As a representative of the City, you will occasionally have to deal with an irate homeowner. A backup is a stressful event and even a reasonable homeowner can become irate should he/she perceive us as being indifferent, uncaring, unresponsive, or incompetent.

Although sometimes difficult, effective management of a sewage backup situation is critical. If it is not managed well, the situation can end up in a costly, prolonged process with the homeowner. We want the homeowner to feel assured that we are responsive and the homeowner's best interest is a top priority.

Communication Tips

- Give the homeowner ample time to explain the situation or to vent. Show interest in what the homeowner has to say, no matter how many times you have heard it before, or how well you understand the problem.
- As soon as possible, let the customer know that you will determine if the source of the sewer backup is in the sewer main and, if it is, will have it corrected as quickly as you can.
- Acknowledge the homeowner's concerns. For example, if the homeowner seems angry or worried about property damage, say something like, "I understand you're concerned about the possible damage to your property, but a professional cleanup crew can restore the area, and if it is determined that the City is at fault, the property owner has the right to file a claim for any reasonable repairs or losses resulting from this incident".
- Express regret for any inconveniences caused by the incident, but do not admit fault.
- As much as possible, keep the homeowner informed about what is being done and what will be done to correct the problem.
- Keep focused on getting the job done in a very professional manner. Don't wander from the problem with too much unnecessary small talk with the homeowner.
- Don't find fault or lay blame on anyone.
- Make sure someone follows up with a telephone call to ensure everything is being handled as it should be.

Before you leave, make sure the homeowner has the name and telephone number of someone in the City to call if he/she has questions or wants information. The customer information letter contains this information, and you should take the time to review this with the homeowner.

Appendix 6-F: Methods for Estimating Spill Volume

A variety of approaches exist for estimating the volume of a sanitary sewer spill. This appendix documents the three methods that are most often employed. The person preparing the estimate should use the most appropriate method to the sewer overflow in question and use the best information available.

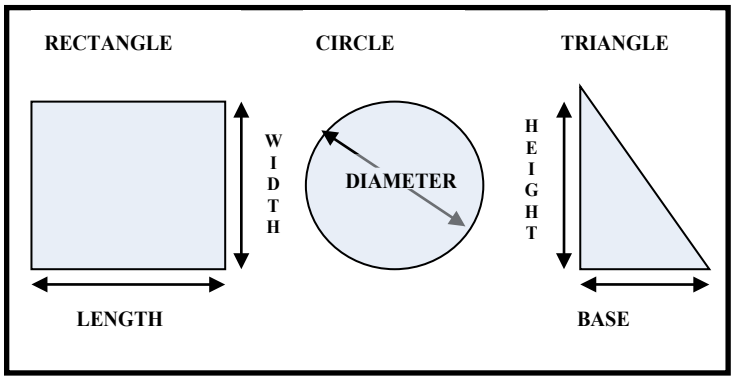
Method 1 Eyeball Estimate

The volume of small spills can be estimated using an "eyeball estimate". To use this method, imagine the amount of water that would spill from a bucket or a barrel. A bucket contains 5 gallons, and a barrel contains 50 gallons. If the spill is larger than 50 gallons, try to break the standing water into barrels and then multiply by 50 gallons. This method is useful for contained spills up to approximately 200 gallons.

Method 2 Measured Volume

The volume of most small spills that have been contained can be estimated using this method. The shape, dimensions, and the depth of the contained wastewater are needed. The shape and dimensions are used to calculate the area of the spills, and the depth is used to calculate the volume.

Common Shapes and Dimensions



Step 1 Sketch the shape of the contained sewage (see figure above).

Step 2 Measure or pace off the dimensions.

Step 3 Measure the depth at several locations and select an average.

Step 4 Convert the dimensions, including depth, to feet.

Step 5 Calculate the area in square feet using the following formulas:

Rectangle: Area = length (feet) x width (feet)

Circle: Area = diameter (feet) x diameter (feet) x 0.785

Triangle: Area = base (feet) x height (feet) x 0.5

Step 6 Multiply the area (square feet) times the depth (in feet) to obtain the volume in cubic feet.

Step 7 Multiply the volume in cubic feet by 7.5 to convert it to gallons.

Method 3 Duration and Flowrate

Calculating the volume of larger spills, where it is difficult or impossible to measure the area and depth, requires a different approach. In this method, separate estimates are made of the duration of the spill and the flowrate. The methods of estimating duration and flowrate are:

Duration: The duration is the elapsed time from the time the spill started to the time that the flow was restored.

Start time: The start time is sometimes difficult to establish. Here are some approaches:

- Local residents can be used to establish start time. Inquire as to their observations. Spills that occur in rights-of-way are usually observed and reported promptly. Spills that occur out of the public view can go on longer. Sometimes observations like odors or sounds (e.g. water running in a normally dry creek bed) can be used to estimate the start time.
- Changes in flow on a downstream flowmeter can be used to establish the start time. Typically, the daily flow peaks are “cut off” or flattened by the loss of flow. This can be identified by comparing hourly flow data during the spill event with flow data from prior days.
- Conditions at the spill site change over time. Initially there will be limited deposits of toilet paper and other sewage solids. After a few days to a week, the sewage solids form a light-colored residue. After a few weeks to a month, the sewage solids turn dark. The quantity of toilet paper and other materials of sewage origin increase over time. These observations can be used to estimate the start time in the absence of other information. Taking photographs to document the observations can be helpful if questions arise later in the process.
- It is important to remember that spills may not be continuous. Blockages are not usually complete (some flow continues). In this case the spill would occur during the peak flow periods (typically 10:00 to 12:00 and 13:00 to 16:00 each day). Spills that occur due to peak flows in excess of capacity will occur only during, and for a short period after, heavy rainfall.

End time: The end time is usually much easier to establish. Field crews on-site observe the “blow down” that occurs when the blockage has been removed. The “blow down” can also be observed in downstream flowmeters.

Flow Rate: The flowrate is the average flow that left the sewer system during the time of the spill.

There are three common ways to estimate the flowrate:

- The San Diego Manhole Flowrate Chart: This chart, included as Appendix 6-H, shows sewage flowing from manhole covers at a variety of flowrates. The observations of the field crew can be used to select the appropriate flowrate from the chart. If possible, photographs are useful in documenting basis for the flowrate estimate.

- Flowmeter: Changes in flows in downstream flowmeters can be used to estimate the flowrate during the spill.
- Counting Connections: Once the location of the spill is known, the number of upstream connections can be determined from the sewer maps. Multiply the number of connections by 200 to 250 gallons per day per connection or 8 to 10 gallons per hour per connection.

  For example: 22 upstream connections x 9 gallons per hour per connection

  = 198 gallons per hour / 60 minutes per hour

  = 3.3 gallons per minute

Spill Volume: Once duration and flowrate have been estimated, the volume of the spill is the product of the duration in hours or days and the flowrate in gallons per hour or gallons per day.

For example:

Spill start time = 11:00

Spill end time = 14:00

Spill duration = 3 hours

3.3 gallons per minute x 3 hours x 60 minutes/hour = 594 gallons

Appendix 6-G: Manhole Overflow Flowrate Guide

City of San Diego
Metropolitan Wastewater Department

Reference Sheet for Estimating Sewer Spills from Overflowing Sewer Manholes

All estimates are calculated in gallons per minute (gpm)

Wastewater Collection Division
(619) 654-4160


5 gpm


25 gpm


50 gpm


100 gpm


150 gpm


200 gpm


225 gpm


250 gpm


275 gpm

All photos were taken during a demonstration using metered water from a hydrant in cooperation with the City of San Diego's Water Department.

rev. 4/99

Appendix 6-H: Sample Warning Sign



Appendix 6-I: Emergency Response Equipment

Items	No.	Quantity	Comments
Vactor		1	
Flex Rodder		1	
Jet Rodder		1	
Service Truck		1	
Trash Pump		1	

Section 7. Sewer Pipe Blockage Control Program

7.1. Introduction

This section of the SSMP presents the City's approach to preventing FOG-related SSOs. The FOG Control program occurs on an administrative staff level due to the necessity of a program.

7.2. WDR Requirements

The summarized requirements for the Sewer Pipe Blockage Control element of the SSMP are:

The collection system agency shall evaluate its service area to determine whether a Sewer Pipe Blockage control program is needed. If the collection system agency determines that a Sewer Pipe Blockage program is not needed, the collection system agency must provide justification for why it is not needed. If FOG is found to be a problem, the collection system agency must prepare and implement a Sewer Pipe Blockage source control program to reduce the amount of these substances discharged to the sanitary sewer system. The Sewer Pipe Blockage source control program shall include the following as appropriate:

(a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;

(b) A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;

(c) The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by Sewer Pipe Blockage;

(d) Requirements to install grease removal devices (such as traps or interceptors), design standards for the grease removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;

(e) Authority to inspect grease producing facilities, enforcement authorities, and a determination of whether the Agency has sufficient staff to inspect and enforce the Sewer Pipe Blockage ordinance;

(f) An identification of sewer system sections subject to Sewer Pipe Blockage and the establishment of a cleaning maintenance schedule for each section; and

(g) Development and implementation of source control measures, for all sources of Sewer Pipe Blockage discharged to the sewer system, for each sewer system section identified in (f) above.

7.3. Nature and Extent of Sewer Pipe Blockage Problem

Due to the frequency of CCTV-ing that occurs in the city, areas where Sewer Pipe Blockage related issues have a higher probability of occurring have been determined and put on a 1-to-2-month cleaning schedule. The City has only experienced one SSO due to Fats, Oils, and Grease since 2014. The city also intends to send out public education brochures regarding FOG to homeowners with the property tax and sewer fee invoice. The most recent SSO events in the past 5 years is shown in Table 7-1.

Table 7-1: FOG-Related SSO Events

Date	CIWQS SSO Event ID	Location	Volume to Surface Waters, gallons	Character of Nearby Service Area
2014	725111	Oroville Dam Blvd., East	0	Commercial
Total			**0**	

The City requires new and remodeled FOG sources to install grease removal equipment as a condition of the building permit.

7.4. Sewer Pipe Blockage Source Control Program

The performance of the City's chosen approach to preventing Sewer Pipe Blockage-related SSOs has been effective, and it will continue to follow this approach. The City will continue to require new and remodeled commercial FOG sources to install grease removal equipment. It will collect data to support a more comprehensive evaluation of the nature and extent of its FOG-related blockages and SSOs. The City will revisit the need for a commercial Sewer Pipe Blockage Control Program every time the SSMP is updated.

Section 8. System Evaluation and Capacity Assurance Plan

8.1. Introduction

This section of the SSMP presents the City's programs and activities to provide adequate sewer system capacity.

8.2. WDR Requirements

The summarized requirements for the System Evaluation and Capacity Assurance Plan (SECAP) element of the SSMP are:

The Agency shall prepare and implement a capital improvement plan (CIP) that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the plan must include:

(a) Evaluation: Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events.

(b) Design Criteria: Where design criteria do not exist or are deficient, undertake the evaluation identified in (a) above to establish appropriate design criteria.

(c) Capacity Enhancement Measures: The steps needed to establish a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, inflow and infiltration (I/I) reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.

(d) Schedule: The Agency shall develop a schedule of completion dates for all portions of the capital improvement program developed in (a)-(c) above. This schedule shall be reviewed and updated consistently with the SSMP review and update requirements as described in Section D. 14 (of the WDR).

8.3. Evaluation – Sanitary Sewer Master Plan

The City completed a Sanitary Sewer Master Plan Update (Master Plan) in 2013. The master planning effort included flow monitoring and the development of a hydraulic model.

The flows were estimated for gravity sewers 10 inches in diameter and larger (some 8-inch sewers were included in the model) and a 10-year/24-hour return interval design storm. Approximately 75 pipes and 57 manholes did not meet the City's wet weather surcharge of 3 feet below the rim elevation.

The Master Plan identified two locations where capacity deficiencies exist for the peak wet weather flow (PWWF) design storm and five additional areas of concern. More information regarding these locations can be found in Section 6.4.4 of the 2013 Sanitary Sewer Master Plan.

The Capital Improvement Program (CIP) is reviewed and updated annually.

8.4. Design Criteria

The capacity-related design criteria, including base wastewater flow and peaking factors, are included in Section 5 of the SSMP, Design and Performance Provisions.

8.5. Capacity Enhancement Measures – CIP

The City's Capital Improvement Program for sewer main capacity improvements is shown in Appendix 4-B.

Section 9. Monitoring, Measurement, and Program Modifications

9.1. Introduction

This section presents the City's approach to Monitoring, Measurement, and Program Modifications.

9.2. WDR Requirements

The requirements for the Monitoring, Measurement, and Program Modifications (MMPM) section of the SSMP are:

The Enrollee shall:

(a) Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;

(b) Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;

(c) Assess the success of the preventative maintenance program;

(d) Update program elements, as appropriate, based on monitoring or performance evaluations; and

(e) Identify and illustrate SSO trends, including frequency, location, and volume.

9.3. Performance Measures

The indicators that the City will use to measure the performance of its sanitary sewer system and the effectiveness of its SSMP are:

- Total number of SSOs;
- Number of SSOs for each cause (roots, grease, debris, pipe failure, capacity, lift station failure, and other);
- Portion of sewage contained compared to total volume spilled;
- Volume of spilled sewage discharged to surface water; and
- Planned to actual performance for preventive maintenance.

9.4. Historical Performance Data

The City has limited historical performance data at this time. The City has been reporting SSOs through CIWQS since September 2, 2007.

9.5. Baseline Performance

The baseline performance, which shows the performance of the City's sanitary sewer system prior to implementation of the SSMP, is shown on Table 9-1.

Table 9-1: Baseline Performance as of September 9, 2025 covering period of February 8, 2020 through September 9, 2025

Performance Measure		Value
Number of SSOs/year		1.6
SSO Rate, SSOs/100 miles/year		1.05
Median SSO Volume, gallons/year		1,388
Portion of SSOs ≤ 100 gallons		75%
SSO Causes	Roots	35%
	Grease	0%
	Debris	26.5%
	Pipe/ Lift Station Failure	6%
	Conditions	3%
	Other	20.5%
Portion of Spilled Sewage Contained/Recovered		11%
Portion of Spilled Sewage Entering Storm Drains and/or Surface Waters		11%
Data Source: CIWQS		

9.6. Performance Monitoring and Program Changes

The City will evaluate the performance of its sanitary sewer system annually using the performance measures identified in Section 9.3, Performance Measures (above) using the baseline performance to determine the trends. The City may use other performance measures in its evaluation.

9.7. SSMP Updates

The City will update its SSMP at least every three years. The next update will be completed in 2028.

The City will determine the need to update its SSMP more frequently based on the results of the semi-annual audit and the performance of its sanitary sewer system. In the event that the City decides that an update is warranted, the process to

complete the update will be identified at that time. The City will complete the update within one year following identification of the need for the update.

City Staff will seek approval from the City Council for any significant changes to the SSMP. The authority for approval of minor changes such as employee names, contact information, or minor procedural changes is delegated to Public Works Director.

Section 10. Internal Audits

10.1. Introduction

This section of the SSMP presents the process that the City will follow to audit its SSMP program.

10.2. WDR Requirements

The summarized regulatory requirements for the SSMP are:

As part of the SSMP, the City shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. The audit shall focus on evaluating the effectiveness of the SSMP and the Enrollee's compliance with the SSMP requirements identified in Subsection D.13 of the WDR, including identification of any deficiencies in the SSMP and steps to correct them.

10.3. SSMP Audits

The City will audit its SSMP every three years. The audit will determine whether the SSMP meets the current requirements of the WDR, whether the SSMP reflects the City's current practices, and whether the City is following the SSMP. The next audit be performed in 2026.

The audit will be conducted by a team consisting of City Staff. The City may choose to include representatives from nearby agencies and/or consultants on the audit team.

The scope of the audit will cover each of the sections of the SSMP. The SSMP Audit Checklist based on the requirements in the WDR is included in Appendix 10-A.

The results of the audit will be included in the SSMP Audit Report. The SSMP Audit Report will focus on the effectiveness of the SSMP program, compliance with the WDR requirements, and identification of any deficiencies in the SSMP. The SSMP Audit Report will identify revisions that may be needed for a more effective program. Information collected as part of Section 9 – Monitoring, Measurement, and Program Modifications will be used in preparing the audit. Tables and figures or charts will be used to summarize information about performance indicators.

The City will certify that it has completed the semi-annual audit using CIWQS. Copies of the semi-annual Audit Reports will be retained by the City for five years.

Appendix 10-A: SSMP Audit Checklist

Section 11. Communication Program

11.1. Introduction

This section of the SSMP is intended to outline the process involved in communicating with interested members of the public regarding the development, implementation, and performance of this plan.

11.2. WDR Requirements

The requirements for the Communication Program section of the SSMP are:

The Agency shall:

(a) Communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the Agency as the program is developed and implemented.

(b) Create a plan of communication with systems that are tributary and/or satellite to the Agency's sanitary sewer system.

11.3. Communication during SSMP Development and Implementation

The City will post a notice on its website to inform interested members of the public it is developing an SSMP. The notice is:

> The City of Oroville is developing and implementing a Sewer System Management Plan (SSMP) pursuant to State Water Resources Control Board Order 2022-0103, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems. The goal of the SSMP is to minimize the frequency and severity of sanitary sewer overflows. The SSMP will cover the management, planning, design, and operation and maintenance of the City's sanitary sewer system. The development process began in December of 2025 and a public draft SSMP was completed in March 2026. Interested parties can contact Tim Kaber at (530)-538-2540 or publicworks@cityoforoville.org for additional information regarding the SSMP.

11.4. Communicating Sanitary Sewer System Performance

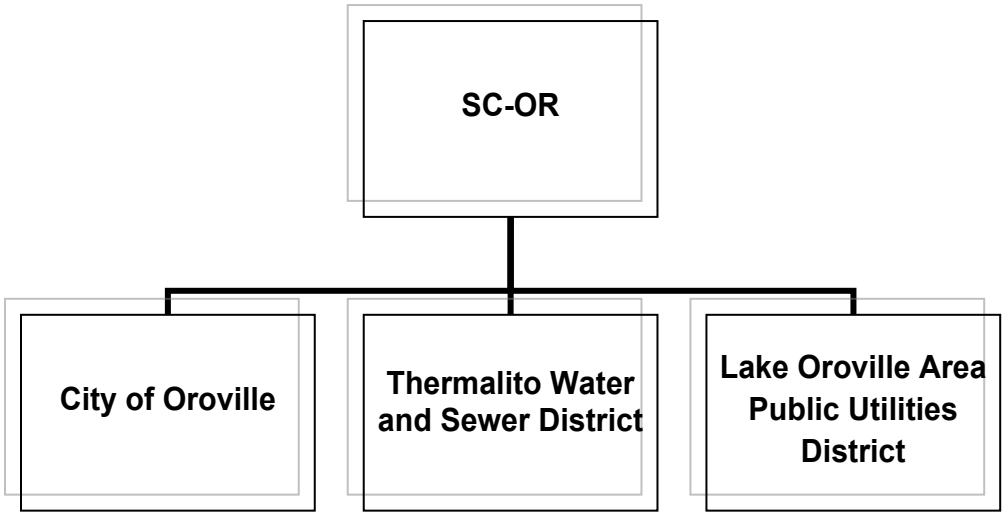
The City reports SSOs electronically to the California Integrated Water Quality System (CIWQS). The electronic SSO data, as well as information regarding regulatory actions, is available at:

http://www.waterboards.ca.gov/ciwqs/publicreports.html.

The City will place a notice on its website that the sanitary sewer performance information is available at the CIWQS public access website.

11.5. Communication w/Tributary/Satellite SS Systems

The City is one-third of a Joint Powers Agreement (JPA) with the Sewerage Commission – Oroville Region (SC-OR) that handles the wastewater treatment and disposal. The three entities in the JPA are City of Oroville, Lake Oroville Area Public utilities District (LOAPUD) and Thermalito Irrigation District (TID). The City provides the wastewater collection services which discharge into a SC-OR interceptor pipeline.



Attachment A
Maintenance Logs

Attachment B
Staff Training Certifications

Attachment C
CIWQS SSO Spill Report

Attachment D
Spill Response

Attachment E
Compliance Evaluation Inspection Report

CITY OF OROVILLE

RESOLUTION NO. 9542

A RESOLUTION OF THE CITY OF OROVILLE CITY COUNCIL ADOPTING THE UPDATED SEWER SYSTEM MASTER PLAN

WHEREAS, the City of Oroville has completed an update of the Sewer System Master Plan according to State of California State Water Resources Control Board requirements,

WHEREAS the State Water Resources Control Board requires a periodic audit, update, and recertification of the SSMP every 6 years,

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

1. The Council hereby adopts and recertifies the Sewer System Master Plan.

2. The Mayor is hereby authorized and directed to execute this Resolution,

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

PASSED AND ADOPTED by the Council of the City of Oroville at a regular meeting held on April 21, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, Asst. City Attorney

ATTEST:

_____
Kayla Reaster, Assist. City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **AGREEMENT WITH STRATEGIC EXPERTS LLC FOR MUNICIPAL UTILITY AND COMMUNITY CHOICE AGGREGATION ADVISORY SERVICES**

DATE: **APRIL 21, 2026**

SUMMARY

The City Council shall consider approving an agreement with Strategic Energy Experts LLC (SEE) to provide advisory services related to the City's ongoing evaluation of local energy options, including a potential municipal electric utility and/or Community Choice Aggregation (CCA) program. SEE's role will be limited to advisory support, with the potential to assist in future implementation efforts should the City determine that forming a CCA is financially feasible.

DISCUSSION

The City of Oroville continues to explore opportunities to enhance local control over energy resources, improve reliability, and reduce long-term costs for residents and businesses. Strategic Energy Experts LLC (SEE) has submitted a proposal to provide advisory services to support the City throughout this process. SEE brings extensive experience in California's energy market and has supported the formation and operation of numerous CCAs, including Butte Choice Energy.

Under the proposed agreement, SEE will serve in an advisory capacity. Their role will include providing strategic guidance, technical insight, and support in understanding the regulatory, operational, and structural considerations associated with municipal utility and CCA models. This includes assisting staff in interpreting feasibility findings, evaluating options, and preparing for potential next steps.

Importantly, SEE is not being engaged to conduct the financial feasibility analysis itself, as that work is being performed by a separate consultant under a different agreement. Instead, SEE's involvement is intended to complement that effort by ensuring the City is well-positioned to understand and act upon the results.

Should the feasibility analysis determine that formation of a CCA is financially viable and aligned with the City's policy objectives, SEE may assist the City in subsequent steps, including implementation planning, regulatory coordination, and program development.

This phased and advisory-focused approach allows the City to maintain flexibility, limit upfront commitments, and make informed decisions based on independent financial analysis while still benefiting from SEE's deep experience in utility and CCA development.

FISCAL IMPACT

The agreement with Strategic Energy Experts LLC will be structured on a time-and-materials basis, with total compensation not to exceed $15,000. Hourly rates range from $130 to $285 depending on staff level.

ACTION REQUESTED -

APPROVE AGREEMENT WITH STRATEGIC ENERGY EXPERTS LLC; AND

AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT AND ANY MINOR ADMINISTRATIVE AMENDMENTS

ATTACHMENTS

Agreement – Strategic Energy Experts LLC
Proposal – Strategic Energy Experts LLC

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this 7th day of April, 2026, 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 Strategic Energy Experts, 7002 Soundview Drive, Gig Harbor, Washington, 98335 (hereinafter referred to as the "CONTRACTOR").

RECITALS

A. The CITY proposes to contract for professional services as outlined below;

B. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;

C. 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, 2028 unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.
The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed $15,000 for services provided pursuant to this Agreement as described in "Exhibit B." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the DISTRICT for services performed to the DISTRICT'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, Patrick Piatt, 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, Gary S. Saleba 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 DISTRICT 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:
Strategic Energy Experts LLC
7002 Soundview Drive
Gig Harbor, WA, 98335
Attention: Gary Saleba

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 17th day of April, 2026.

CONTRACTOR:

Mary S. Saleba

{Name, Title}
Mary S. Saleba
Principal

CITY OF OROVILLE:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney

2026

City of Oroville, California

MUNICIPAL UTILITY AND CUSTOMER CHOICE AGGREGATE ADVISOR

STRATEGIC ENERGY EXPERTS LLC | 7002 Soundview Drive, Gig Harbor, WA 98335

S.E.E.
STRATEGIC ENERGY EXPERTS LLC

February 26, 2026

Mr. Brian Ring
City Manager
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

SUBJECT: Municipal Utility and Customer Choice Aggregate Advisor

Dear Mr. Ring:

Strategic Energy Experts LLC (SEE) is pleased to submit this proposal response to the City of Oroville (City) to advise on setting up a City municipal utility and/or Community Choice Aggregation (CCA) entity. SEE can provide significant value to the City based on the following unique and relevant work:

1. SEE has stood up more CCAs than any of our competition, and our diverse and highly skilled team of professionals can provide a wider scope of services to serve a full spectrum of utility/CCA needs. Unlike other firms that specialize solely on regulatory, financial, power procurement or data management, these firms do not have the full bandwidth of expertise uniquely enjoyed by SEE to cover all aspects of utility operations.
2. SEE was the feasibility and start-up consultant for Butte Choice Energy (BCE) and has already developed the load and modeling tools specific to BCE. With little effort, these existing tools can be updated with new data to provide feasibility results in a very efficient and low cost manner.
3. SEE has an established working relationship with City staff. We understand the uniqueness of the region and enjoy working with the City's team. SEE won't need to use time getting "up to speed" on the City's history and past precedents.
4. SEE is very responsive to requests from our clients. We will respond immediately and accurately when asked whereas other consultants often require more lead time.
5. SEE provides unbiased analysis and has a demonstrated history of delivering recommendations against utility start-up when the timing and/or financial feasibility has been poor.

Please find enclosed our qualifications, proposed scope of work and fee structure. We look forward to working with the City and hope to hear back from you at your earliest convenience. In the meantime, feel free to call with any questions.

Very truly yours,

Gary S. Saleba
Principal
STRATEGIC ENERGY EXPERTS LLC

Gary Saleba 425.260.6678 saleba@strategicenergyexperts.com

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SEE QUALIFICATIONS

PAST CLIENTS

SEE has significant experience in the California utility community. Please feel free to contact any of our references provided below to learn more about how SEE has provided valuable work products in the California utility space.

Project Scope	***Various***
Client, Location	***Calpine***
Contact Name & Title	Drake Welch, Senior Vice President CCA Business Unit
Phone	(619) 684-8039 **Email** **Drake.welch@calpinesolutions.com**
Project Outcome: SEE has coordinated seamlessly with Calpine to serve various CCAs as the start-up and operating consultant.	
Project Scope	***County-Only CCA Feasibility, Investigation of Partnering***
Client, Location	***County of San Diego, CA***
Contact Name & Title	Charley Marchesano, Chief, Energy and Sustainability Program
Phone	(858) 694-2987 **Email** **Charles.marchesano@sdcounty.ca.gov**
Project Outcome: Study declared CCA feasible. SEE assisted with investigation on joining/forming other JPAs. County ultimately joined San Diego Community Power.	
Project Scope	***3 City and Individual Cities CCA Feasibility Study***
Client, Location	***Cities of Vista, Escondido, and San Marcos - San Diego County, CA***
Contact Name & Title	John Conley, Director of Community Development/Engineering
Phone	(760) 643-5388 **Email** **jconley@ci.vista.ca**
Project Outcome: Study declared joint-city and individual cities CCA feasible. Study was recently completed, SEE assisted with presentations to City Councils and other public meetings. SEE assisted cities in investigating joining other regional CCAs.	
Project Scope	***Various CCA Related Projects***
Client, Location	***Best, Best, and Krieger LLP., CA***
Contact Name & Title	Ryan Baron, Counsel
Phone	(949) 263-6568 **Email** **Ryan.baron@bbklaw.com**
Project Outcome: SEE has worked alongside and for BB&K on several CCA-related projects.	

PAST EXPERIENCE

SEE has significant experience in the California utility community. We have previously prepared CCA Feasibility Analyses, Business Plans, and/or Implementation Plans for the Counties of Butte, San Diego, Los Angeles, Alameda, and Ventura; the San Bernardino Associated Governments; the Coachella Valley Association of Governments; the Western Riverside Council of Governments; the City of San José; the cities of Encinitas, Carlsbad, Del Mar and Oceanside; the cities of Chula Vista, La Mesa, Santee; the Cities of Vista, San Marcos and Escondido; and the City of Irvine. SEE has provided start-up services to Clean Power Alliance, San Jose Clean Energy, East Bay Community Energy, Western Community Energy, Orange County Power Authority, and Butte Choice Energy Authority. SEE has also provided CCA Feasibility Peer Review services for the City of Solana Beach, the City of San Diego, and King City. SEE has also provided

start-up advice to the South San Joaquin Irrigation District and Nevada Irrigation District. Finally, SEE is an ongoing participant in numerous utility-related regulatory proceedings at the California Public Utility Commission (CPUC), including the Power Charge Indifference Adjustment (PCIA) and Resource Adequacy (RA) proceedings.

KEY PERSONNEL

Gary Saleba will serve as Project Manager for staff on this project. Gary has led SEE in the development of all of the California utility experience work listed above in all IOU territories. Howard Choy has decades of relevant CCA and electric utility experience. Leveraging this experience, SEE can guarantee its ability to deliver results on schedule and on budget. SEE will work closely with staff from the City to account for their priorities and concerns in the analysis.

Gary Saleba, ***Principal*** • Gary Saleba has over 40 years of experience in providing consultant services to electric power utilities and has worked for electric power utility clients ever since. Gary's areas of specialty include overall quality control for SEE's projects as well as development of corporate management, financial and strategic planning models primarily for electric, natural gas and water utilities. He has extensive experience in the areas of utility rate design, revenue requirement analysis, cost of service, financial planning, management audits, professional development educational seminars, marketing, consumer research, forecasting, integrated resource planning, cost-benefit analyses, overall strategic planning, and mergers and acquisitions. Having worked as a utility employee, Gary combines an extensive background as both a utility industry expert and a management consultant. Gary has participated in numerous generic utility proceedings, testified before over 200 regulatory bodies and courts of law and coordinated over 500 financial planning, rate study, resource acquisition, and strategic planning studies. Gary has been the lead on almost every CCA study SEE has completed in California. The number of CCA studies SEE has conducted in California exceed 20.

Howard Choy, ***Executive Consultant*** • Howard Choy brings more than 30 years of diversified experience in the energy industry. He has spent the last seven years supporting SEE's CCA feasibility study and business plan development in California. Prior to this, he spent 17 years as General Manager over Los Angeles County's Office of Sustainability which oversees energy and environmental programs for both municipal operations and the Los Angeles County regional community budgeted at about $250 million per year. Notably, Mr. Choy acquired nearly $100 million for the County and the region in federal and state funding for these programs. Mr. Choy led the development of L.A. County's CCA initial assessments, Feasibility Study and plan for implementation. Mr. Choy also oversaw the County's energy-related legislative and regulatory efforts and is recognized as an industry leader in clean energy programs in the State legislature, California Public Utilities Commission, California Energy Commission, and within local government energy venues.

SCOPE OF WORK

SEE will assist the City in evaluating all of the energy options available. Specifically, SEE will look at the relative merits of forming a fully integrated City electric utility municipality versus a City-wide CCA.

The full scope of work for SEE is difficult to project at this early juncture of the project, but below is a list of possible tasks for SEE where we will coordinate, manage, supervise and advise.

- Withdrawal from Pioneer Community Energy and Its Costs
- Analyze Muni vs. CCA Structures
- Muni/CCA financial Feasibility Study
- Coordinate with City Policy Workers
- Work with Calpine and PG&E on Data Transfer
- Implementation Plan for CPUC
- Initial Customer Information Development
- Customer Programs
- Rate Design Options
- Initial Financing Procurement
- Other City Energy Options

Depending on SEE's final scope of work, other technical subconsultants may be added to our team.

COST OF SERVICES

SEE's hourly rates are as provided below.

Hourly Rates	
Principal/Executive Consultant	$285
Managing Director	$250
Project Manager	$200
Senior Administrative Assistant	$130

These rates will remain in effect through the duration of the contract.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **MEGAN WILLIAMS – HR ANALYST**

RE: **UPDATED JOB DESCRIPTION FOR ASSOCIATE CIVIL ENGINEER TO ASSOCIATE CIVIL ENGINEER/PROJECT MANAGER**

DATE: **APRIL 21, 2026**

SUMMARY

The City Council shall consider updates to the job description of Associate Civil Engineer, adding in responsibilities associated with project management, and renaming the classifications Associate Civil Engineer/Project Manager.

DISCUSSION

The City Council will consider adopting the attached Associate Civil Engineer/Project Manager job description. The Associate Civil Engineer job description has been updated to reflect the duties and responsibilities currently required of the position. These revisions ensure alignment between the role's actual functions and organizational needs, support clearer performance expectations, and maintain consistency with industry standards.

FISCAL IMPACT

None.

ACTION REQUESTED -

ADOPT THE UPDATED JOB DESCRIPTION FOR ASSOCIATE CIVIL ENGINEER/PROJECT MANAGER (FORMERLY ASSOCIATE CIVIL ENGINEER).

ATTACHMENTS

1. Associate Civil Engineer/Project Manager job description(clean).
2. Former Associate Civil Engineer job description with recommended changes.

CITY OF OROVILLE

ASSOCIATE CIVIL ENGINEER/ PROJECT MANAGER

DEFINITION

To perform responsible and difficult engineering and project management work in the design, investigation, construction and inspection of public works and facilities; to perform a variety of administrative engineering functions; and to perform related work as required.

SUPERVISION REVEIVED AND EXERCISED

Under general direction of the City Engineer.

EXAMPLES OF ESSENTAIL FUNCTIONS

Prepare plans and specifications for the design, construction, and maintenance/operation of a variety of public works facilities and projects, including wastewater utility, solid waste, street, storm drain, storm water management, and traffic/transportation systems; ensure conformance to City standards and practices.

Research project design requirements and perform related calculations; conduct plan checks to ensure contractor and/or in-force compliance with City and various environmental regulatory standards; prepare time and material cost estimates, especially as related to existing or anticipated project budgets.

Develop, award, and maintain on-call and professional services contracts for a variety of engineering disciplines in order to design Capital Projects for construction. Assists in preparing plans, specifications, and bid documents; reviews bids and makes recommendations based on established criteria.

Assures as-built records of projects, and documents necessary changes for the operation and maintenance programs.

Inspects and monitors Storm Water Pollution Prevention Plans and Construction Storm Water permit requirements to ensure compliance with State and Federal regulations.

Provide Construction Management for construction and capital improvement projects per CalTrans LAPM procedures. Submit required reports accurately and on time as required per project funding source, i.e. CalSMARTS for federal and state funded projects.

Delegate routine research, design, and drafting tasks to technical staff; review completed work and identify solutions for solving design, construction, maintenance/operational problems; research publications and industry information sources as needed.

Order survey, mapping, and data collection as appropriate; perform field inspections, including survey work as necessary, to investigate and resolve field problems affecting property owners, contractors, and maintenance operations; prepare estimates and feasibility reports for new or modified services and structures.

Review and process private development plans as related to streets, storm drains, traffic/transportation, water/wastewater utilities, solid waste systems, and related public works facilities and systems; ensure that such plans comply with City standards and requirements.

Prepare engineering studies and reports; participate in coordinating public works-related activities with other City departments, divisions, and sections, outside agencies, citizens, consultants, and developers; provide staff support to a variety of City boards, commissions, and committees as assigned.

May participate in selection of staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
Prepare budget related to area of assignment.

Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.

Oversee, train, and evaluate the work of technical staff, as assigned.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Pertinent federal, state, and local laws, regulations, standards, codes, and ordinances.

Principles and practices of civil engineering and surveying as applied to municipal public works projects.

Modern methods and techniques used in the design, construction, and maintenance of public works improvements.

Basic mathematics, algebra, geometry, trigonometry, calculus, statistics, economics physics, chemistry, biology, environmental science, geology, soils/geotechnical engineering, mechanics of materials, structural analysis/design, hydrology, hydraulics, traffic/transportation engineering, surveying, and drafting.

Proper use of manual and computer-aided drafting methods and equipment including the use of AutoCAD software.

Methods, materials, and equipment used in construction and facility maintenance.

CalTrans Local Assistance Procedure Manual policies and procedures.

Research/analysis methods and sources of information related to public works engineering.

Modern office practices and technology, including the use of computers for word and data processing, computer-aided design, and spreadsheet applications.

Methods of letter writing and report preparation.

English usage, spelling, grammar, and punctuation.

Safe work practices.

Ability to:

Read, learn, understand, interpret, and apply department policies and procedures, and pertinent federal, state, and local laws, codes, ordinances, rules, regulations, and standards pertaining to department operations.
Compile information from site checks, field notes and photos from which to prepare engineering documents.

Prepare accurate engineering drawings, plans, maps, and other documents using manual and computer-aided methods.

Read, interpret, and understand complex plans, specifications, and blueprints.

Conduct necessary engineering research/analysis and prepare technical reports.

Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, specifications, regulations, and standard engineering practices.

Establish and maintain accurate and complete files and records.

Understand and follow oral and written instructions independently.

Perform required mathematical and engineering computations with accuracy.

Communicate clearly and concisely, both orally and in writing.

Safely operate basic office equipment and engineering tools.

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

Represent the City effectively in meetings with others.

Interpret departmental projects and programs to the public.

EXPERIENCE

At least two (2) years of progressively responsible experience managing capital improvement or construction projects, including budget and contract administration. Public sector experience is highly desirable.

EDUCATION

Bachelor's degree from an accredited college with major course work in civil engineering **and** a California Professional Civil Engineering License, or the ability to obtain within 12-months from time of appointment.

ADDITIONAL REQUIREMENT

Possession and maintenance of a valid California Drivers' License.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and construction hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, humidity, heights, fumes, dusts, odors, toxic or caustic chemicals and vibrations.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work primarily in an office environment; some outdoor work is required in the inspection of various land use developments, construction sites and public works facilities. Requires the ability to sit at desks for long periods of time and intermittently walk, stand climb, balance, stoop, kneel, crouch, crawl and reach while performing office duties and/or field work; lift and/or move up to 25 pounds occasionally; use hands to finger, handle, feel or operate objects, tools, and controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

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

ASSOCIATE CIVIL ENGINEER/ PROJECT MANAGER

DEFINITION

To perform responsible and difficult engineering and project management work in the design, investigation, construction and inspection of public works and facilities; to perform a variety of administrative engineering functions; and to perform related work as required.

SUPERVISION REVEIVED AND EXERCISED

Under general direction of the ~~Senior Civil Engineer/Project Manager~~City Engineer.

EXAMPLES OF ESSENTAIL FUNCTIONS

Prepare plans and specifications for the design, construction, and maintenance/operation of a variety of public works facilities and projects, including wastewater utility, solid waste, street, storm drain, storm water management, and traffic/transportation systems; ensure conformance to City standards and practices.

Research project design requirements and perform related calculations; conduct plan checks to ensure contractor and/or in-force compliance with City and various environmental regulatory standards; prepare time and material cost estimates, especially as related to existing or anticipated project budgets.

Develop, award, and maintain on-call and professional services contracts for a variety of engineering disciplines in order to design Capital Projects for construction. Assists in preparing plans, specifications, and bid documents; reviews bids and makes recommendations based on established criteria.

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Assures as-built records of projects, and documents necessary changes for the operation and maintenance programs.

Inspects and monitors Storm Water Pollution Prevention Plans and Construction Storm Water permit requirements to ensure compliance with State and Federal regulations.

Provide Construction Management for construction and capital improvement projects per CalTrans LAPM procedures. Submit required reports accurately and on time as required per project funding source; i.e. CalSMARTS for federal and state funded projects.

Delegate routine research, design, and drafting tasks to technical staff; review completed work and identify solutions for solving design, construction, maintenance/operational problems; research publications and industry information sources as needed.

Council Approved:

Order survey, mapping, and data collection as appropriate; perform field inspections, including survey work as necessary, to investigate and resolve field problems affecting property owners, contractors and maintenance operations; prepare estimates and feasibility reports for new or modified services and structures.

Review and process private development plans as related to streets, storm drains, traffic/transportation, water/wastewater utilities, solid waste systems, and related public works facilities and systems; ensure that such plans comply with City standards and requirements.

Prepare engineering studies and reports; participate in coordinating public works-related activities with other City departments, divisions, and sections, outside agencies, citizens, consultants, and developers; provide staff support to a variety of City boards, commissions, and committees as assigned.

May participate in selection of staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
Prepare budget related to area of assignment.

Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.

Oversee, train, and evaluate the work of technical staff, as assigned.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Pertinent federal, state, and local laws, regulations, standards, codes, and ordinances.

Principles and practices of civil engineering and surveying as applied to municipal public works projects.

Modern methods and techniques used in the design, construction, and maintenance of public works improvements.

Basic mathematics, algebra, geometry, trigonometry, calculus, statistics, economics physics, chemistry, biology, environmental science, geology, soils/geotechnical engineering, mechanics of materials, structural analysis/design, hydrology, hydraulics, traffic/transportation engineering, surveying, and drafting.

Proper use of manual and computer-aided drafting methods and equipment including the use of AutoCAD software.

Methods, materials, and equipment used in construction and facility maintenance.

Council Approved:

CalTrans Local Assistance Procedure Manual policies and procedures.

Research/analysis methods and sources of information related to public works engineering.

Modern office practices and technology, including the use of computers for word and data processing, computer-aided design, and spreadsheet applications.

Methods of letter writing and report preparation.

English usage, spelling, grammar, and punctuation.

Safe work practices.

Ability to:

Read, learn, understand, interpret, and apply department policies and procedures, and pertinent federal, state, and local laws, codes, ordinances, rules, regulations, and standards pertaining to department operations.
Compile information from site checks, field notes and photos from which to prepare engineering documents.

Prepare accurate engineering drawings, plans, maps, and other documents using manual and computer-aided methods.

Read, interpret, and understand complex plans, specifications, and blueprints.

Conduct necessary engineering research/analysis and prepare technical reports.

Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, specifications, regulations, and standard engineering practices.

Establish and maintain accurate and complete files and records.

Understand and follow oral and written instructions independently.

Perform required mathematical and engineering computations with accuracy.

Communicate clearly and concisely, both orally and in writing.

Safely operate basic office equipment and engineering tools.

Council Approved:

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

Represent the City effectively in meetings with others.

Interpret departmental projects and programs to the public.

EXPERIENCE
Two years, full-time of progressively responsible experience comparable to that of assistant or entry level engineer.

At least two (2) years of progressively responsible experience managing capital improvement or construction projects, including budget and contract administration. Public sector experience is highly desirable.

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EDUCATION
Bachelor's degree from an accredited college with major course work in civil engineering **and** a California Professional Civil Engineering License, or the ability to obtain within 12-months from time of appointment.

ADDITIONAL REQUIREMENT
Possession and maintenance of a valid California Drivers' License. ~~Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.~~

Commented [MW1]: I removed this because none of our other job descriptions have it.

TYPICAL WORKING CONDITIONS
Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and construction hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, humidity, heights, fumes, dusts, odors, toxic or caustic chemicals and vibrations.

TYPICAL PHYSICAL REQUIREMENTS
Requires the mobility to work primarily in an office environment; some outdoor work is required in the inspection of various land use developments, construction sites and public works facilities. Requires the ability to sit at desks for long periods of time and intermittently walk, stand climb, balance, stoop, kneel, crouch, crawl and reach while performing office duties and/or field work; lift and/or move up to 25 pounds occasionally; use hands to finger, handle, feel or operate objects, tools, and controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

Council Approved:

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.

Council Approved:

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **SUPPORT LETTER FOR SB 1216 (CABALDON) – HOUSING LEADERSHIP DESIGNATION PROGRAM**

DATE: **APRIL 21, 2026**

SUMMARY

The City Council shall consider approving of a letter of support for SB 1216 (Cabaldon), which establishes a Housing Leadership Designation Program to recognize jurisdictions that demonstrate strong housing production outcomes and provides associated regulatory flexibility.

DISCUSSION

SB 1216 proposes a performance-based framework that aligns State housing objectives with demonstrated local outcomes. The legislation would allow jurisdictions that successfully deliver housing units to receive increased regulatory flexibility, reducing procedural barriers and accelerating future housing production.

The City of Oroville has demonstrated measurable success in housing delivery, including exceeding its Regional Housing Needs Allocation for affordable housing and actively facilitating additional residential development. The City has also prioritized middle-income housing, securing developer commitments for approximately 250 single-family homes.

Supporting SB 1216 is consistent with the City's ongoing efforts to:

- Increase housing supply across income levels
- Streamline permitting and development processes
- Align local performance with State housing goals

The proposed legislation reinforces a results-oriented approach and provides incentives for jurisdictions that are effectively delivering housing rather than solely meeting procedural benchmarks.

FISCAL IMPACT

There is no direct fiscal impact associated with approving the letter of support.

ACTION REQUESTED -

APPROVE THE LETTER OF SUPPORT FOR SB 1216 (CABALDON); AND AUTHORIZE THE MAYOR TO SIGN AND SUBMIT THE LETTER THROUGH THE STATE'S POSITION LETTER PORTAL.

ATTACHMENTS

Letter of Support – SB 1216 (Cabaldon).

City of Oroville
City Council

David Pittman
Mayor

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2436 FAX (530) 538-2468
www.cityoforoville.org

SUPPORT LETTER SB 1216 (Cabaldon)

Letters must be submitted on the Position Letter Portal. For information on how to submit a position letter please see the directions here: Advocacy Reference Guide.

April 21, 2026

The Honorable Jesse Arreguín
Chair, Senate Housing Committee
1021 O Street, Suite 3330
Sacramento, CA 95814

RE: Support for SB 1216 (Cabaldon): Planning and Zoning Law, Housing Leadership Designation.

On behalf of the City of Oroville, I write to express our support for SB 1216 (Cabaldon), which establishes a Housing Leadership Designation Program to recognize and reward jurisdictions that demonstrate exceptional housing production outcomes with meaningful regulatory flexibility.

We support SB 1216 because it advances a practical, outcomes-based framework that aligns state objectives with local implementation. For too long, California's housing laws have treated all jurisdictions the same, rewarding compliance on paper while paying little attention to whether homes are actually getting built. SB 1216 changes that by distinguishing jurisdictions that are delivering real results and giving them the trust and discretion they have earned.

The City of Oroville has been proactive in achieving our housing goals. We have exceeded our Regional Housing Needs Assessment goal for affordable housing by approximately 700 units, with additional developments being attracted. We have worked diligently to recruit housing for middle-income households and have succeeded in attracting a developer who has committed to developing approximately 250 single-family homes within that range.

SB 1216's performance-based approach is particularly meaningful to us because it provides an incentive structure that reinforces what effective jurisdictions are already working to accomplish: increasing housing supply while maintaining strong planning standards and community outcomes. By tying regulatory flexibility directly to demonstrated production, the bill creates a constructive pathway for local governments to reduce friction and direct resources toward housing delivery.

For these reasons, the City of Oroville is pleased to support SB 1216. Thank you for your leadership in advancing solutions that recognize performance, encourage housing production, and strengthen the partnership between the State and local jurisdictions.

Sincerely,

David Pittman
Mayor

CODE ENFORCEMENT DIVISION
MARCH 2026 MONTHLY REPORT

CODE ENFORCEMENT ACTIVITIES	
Violations Resolved	*265*
Proactive Cases Opened	*100*
Reactive Cases Opened	*37*
Total Cases Closed	*142*
Voluntarily Closed	*81*
Forced Closed	*61*
Inspections Performed	*361*

Code Enforcement Update:

See attached Comcate Reports. In March Code Enforcement started their DOJ Grant tobacco inspections of all applicable retail stores in the Ctiy Limits. A total of 36 inspections were performed. Code Enforcement located 7 stores in violation of selling flavored tobacco, signage violations, and licensing issues. Some locations had hidden compartments near the point of sale that contained packs of menthol cigarettes.

Housing Navigation Update:

Housing Navigator Dulce Sanchez has worked daily in the field with Code Enforcement. Dulce. She entered 11 people into the HMIS system. Dulce remains focused on her duties. She also assisted Code Enforcement on 4 subject transportations to the Am Trak station, Chico and multiple subjects to the Oroville Rescue Mission.

Safeway Home Program Update:

In the month of March (2) two people were reunited with services and family to the following circumstances and locations:

Kellie was homeless in Oroville for about a month. Code Enforcement located a sister in Oklahoma, who agreed to provide housing for Kellie. Kellie was bused to Oklahoma.

Angela has been unhoused in Oroville for about five years. Code Enforcement located her son who was looking for Angela. They were reconnected and Angela was bused to Reno.

City Works:

City Works continued their normal daily cleanup of our city. Assisting in the abatement of camps, removing shopping carts, and abating trash dumped around our city. City Works assisted Public Works by manicuring vegetation around Hewitt Park, the downtown, trimming overgrown grass along the levy from the Convention Center to the Chinese Temple and Centinel Park.

City Works assisted Code Enforcement in the removal of 27 illegal encampments, 4 illegal dumps, and the raising of trees behind the Southside Community Center. To date 112 camps have been abated since December 2025.

City Works focused a lot of attention on the overpasses at Oro Dam/Hwy 70 and Montgomery/Hwy 70. They worked with police to get subjects moved along. City Works and Code Enforcement conducted multiple camp sweeps along the river from the Nature Center to Bedrock.


70 SOUTH
Marysville
162 WEST
Willows






OLD TRAPPER





















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

April 07, 2026
REGULAR MEETING
MINUTES

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The City Council held a Closed Session on the following:

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

2. The City Council met with the City Administrator and City Attorney for Conference With Real Property Negotiator pursuant to Gov. Code § 54956.8:

   Assessor's Parcel Numbers: 030-260-039

   Agency Negotiator: Brian Ring, City Administrator

   Negotiating Parties: County of Butte

   Under Negotiation: Price and terms

OPEN SESSION

1. Announcement from Closed Session – No reportable action taken; direction given to staff.

2. Pledge of Allegiance – Led by City Administrator Brian Ring.

3. Corrections/Changes to the Agenda – None.

4. Recusals – Item # 6: Vice Mayor Eric Smith recused. Item # 7: Council Member Thomson recused.

5. Adoption of Agenda

Motioned by: Council Member Johnstone Seconded by: Council Member Webber

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Goodson

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Rhonda Magnusson, Todd Bang, Brenda Payne, Loraine Noldan, Diane Brown, Elaine Brown, Shane Gower, Natalie Sheard (electronic) and The CameraMan.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

   Council Member Webber: Reminded the public about the OCDC meeting happening on April 13th at 5:30PM at the Oroville State Theatre. He thanked Tim Kaber, Director of Public Works for his work on Hewitt Park and gave praise to the Wildflower Festival stating it was a great event put on by Feather River Parks and Recreation.

   Vice Mayor Smith: Big Boy Train from the Union Pacific Railroad will be stopping in Oroville on April 9th at the Depot Park. Feather Fiesta Kickoff is happening May 2, 2026.

   Mayor Pittman: Truss service is moving forward with the Butte County Association of Governments for a transport service from Chico/Oroville to the Sacramento area.

2. Administration Reports

   Jason Wines, Chief of Police: Hewitt Park has been experiencing some problems from those not following the rules. There will be a zero-tolerance policy moving forward. He gave kudos to those who are following the rules.

   Tim Kaber, Director of Public Works: Montgomery roundabout closes at 9PM and traffic will be diverted. Highway 162 will begin on May 5th, traffic will be rerouted at night. High and Myers Streets will be closed for the Big Boy train to come through on April 9th.

   Patrick Piatt, Director of Community Development: Health Services Overlay discussion will be coming to the Planning Commission later this month as well as the concept of an Entertainment Zone in the downtown area.

   Ron Belser, Director of Code Enforcement: Provided Code statistics update (attached to these minutes).

   Chris Tenns, Fire Chief: Gave a presentation on his trip to Wisconsin to view the Fire Engine being put together for the City of Oroville. Measure U funds were used for the purchase of this engine.

   Brian Ring, City Administrator: Notified Council that PRA numbers have increased substantially and it's getting more difficult for staff to address them in a timely manner.

CONSENT CALENDAR

Consent calendar **items 1 – 4** were adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

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

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Goodson

1. UPDATED JOB TITLE AND SALARY SCHEDULE FOR THE GIS SPECIALIST TO GIS ANALYST II

The City Council approved updates to the job title and salary schedule for the former GIS Specialist position, changing it to GIS Analyst II.

2. UPDATED JOB DESCRIPTION AND SALARY SCHEDULE FOR TRAFFIC SIGNAL TECH/ELECTRICIAN TO ELECTRICAL MAINTENANCE SUPERVISOR

The City Council approved updates to the job description and salary schedules for the Electrical Maintenance Supervisor position.

3. ACCEPT THE HOME INVESTMENT PARTNERSHIP GRANT STANDARD AGREEMENT 23-HOME-16207, FIRST TIME HOMEBUYER PROGRAM

The City Council accepted the 2023 HOME Investment Partnership Grant (HOME) allocation, Agreement No. 23-HOME 16207, in the amount of $500,000 for the First Time Homebuyer Program and to establish a budget for general administration, program activities and activity delivery and approved a budget adjustment as indicated in the staff report.

4. APPROVAL OF MARCH 17, 2026 CITY COUNCIL REGULAR MEETING MINUTES

The City Council approved the March 17, 2026 City Council regular meeting minutes and authorized the Mayor to sign.

REGULAR BUSINESS

5. NEW PUBLIC FUNDS MONEY MARKET ACCOUNT

The City Council approved a change in bank investment accounts from Local Agency Investment Fund (LAIF), to a Public Funds Money Market account at Golden Valley bank by the following vote:

Motioned by: Council Member Johnstone Seconded by: Council Member Webber

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

NOES: None

RECUSED: Council Member Thomson

ABSENT: Council Member Goodson

6. STREET CLOSURE PROCEDURES

The following member(s) of the public submitted public comment on this item: Cindy Daniluke, Josh McQuarrie, Gina Garcia, John Zilich, Brian Wong, Dean Hill Jr., Natalie Sheard and Rori Summers.

Vice Mayor Smith recused himself from this item and it's discussion.

The City Council discussed potential alternatives for safely securing streets for various public events. Staff were directed to come up with a training program for representatives from each of the non-profit agencies to complete with the potential for a designated traffic crew.

7. ANNEXATION FEASIBILITY STUDY UPDATE AND PROPOSED ANNEXATION OF THE LINCOLN OPHIR STUDY AREA

The City Council received an update on the feasibility study conducted on three potential areas within the County and provided direction to staff – including authorizing staff to pursue annexation of the Lincoln Ophir Annexation Area, as tentatively defined. This was done by general consensus.

8. AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES (AHSC) GRANT APPLICATION FOR NELSON POINT APARTMENTS

The City Council approved a letter of support for the application of an Affordable Housing and Sustainable Communities (AHSC) grant application for the development of Nelson Point Apartments by the following vote:

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

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

NOES: None

RECUSED: None.

ABSENT: Council Member Goodson

9. ELECTED OFFICIALS' TRANSPARENCY AND ACCOUNTABILITY ORDINANCE

The City Council directed staff to bring back the transparency and accountability ordinance for elected officials after making Council directed changes by the following vote:

Motioned by: Council Member Reynolds Seconded by: Council Member Thomson

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

NOES: None

RECUSED: None

ABSENT: Council Member Goodson

10. AGREEMENT WITH NEWGEN STRAGEGY SOLUTIONS TO CONDUCT A PRELIMINARY POWER SUPPLY FEASIBILITY ANALYSIS

The following member(s) of the public submitted public comment on this item: Brenda Narayan and Brian Wong.

The City Council approved an agreement with NewGen Strategy Solutions for a preliminary power supply feasibility analysis in an amount not-to-exceed $40,000.00 by the following vote:

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

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

NOES: None

RECUSED: None

ABSENT: Council Member Goodson

11. ADDITIONAL ROAD FUNDING FOR FISCAL YEAR 2025/26

This item was tabled and directed to be brought back at a later date.

12. SELECTION OF THE 2026 SAMUEL J. NORRIS AWARD FOR EXCELLENCE RECIPIENT

The City Council selected a recipient for the 2026 Samuel J. Norris Award for Excellence. This selection will be announced at the Annual State of the City event on April 28th, 2026 at 5:30 PM at the Oroville State Theatre

PUBLIC HEARINGS

13. 5:00PM - FIRST READING OF ORDINANCE NO. 1895 WITH AD HOC CITIZEN BUSINESS ADVOCACY COMMITTEE RECOMMENDATIONS REGARDING THE STREAMLINING OF CERTAIN BUSINESS LICENSE AND PLANNING PERMITS TO REDUCE THE COST AND PROCESSING TIME FOR APPLICANTS

Public hearing opened at 5:28PM and was closed at 5:39PM.

The following member(s) of the public submitted public comment on this item: Marsha Henderson and Natalie Sheard.

The City Council conducted a public hearing and approved the Zoning Change recommendations of the Citizen Ad Hoc Business Advocacy Committee as approved by the Planning Commission. This item will be returned at the next meeting for adoption. This was done by the following vote:

Motioned by: Council Member Johnstone Seconded by: Council Member Webber

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

NOES: None

RECUSED: None

ABSENT: Council Member Goodson

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

None received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
   - **i. Open Letter For The Record - Doug Dirks**
   - **ii. Jeff McClure Public Comment/Correspondence Received March 23, 2026**
   - **iii. OCESD-Public Hearing Notice-Implementation Proposed Developer Fees**

ADJOURN THE MEETING

The meeting was adjourned at 8:24PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **TIM KABER – DIRECTOR OF PUBLIC WORKS**

RE: **NORTON STREET REHABILITATION PROJECT UPDATE**

DATE: **APRIL 21, 2026**

SUMMARY

The City Council shall receive an update on the Norton Street Rehabilitation project and options for traffic flow.

DISCUSSION

The Norton Street rehabilitation project is currently in design, with construction anticipated to begin in early Fall 2026. The project limits are Montgomery Street to Bridge Street. Improvements include pavement reconstruction, drainage improvements, road widening, on street parking, curb, gutter, and ADA curb ramp compliance.

This area has significant drainage problems that will be corrected by this project via curb and gutter and underground storm drain facilities.

The City Right of Way on Norton Street is 32 feet wide.

The traveled path must be a minimum of 20 feet wide for emergency services access.

There is currently parking available on both sides of the street.

There are minimal sidewalks in this area.

Current design provides a 10-foot travel lane and 6-foot parking strip on both sides of the street. Parking would straddle the curb and gutter, with car wheels on a 42-inch-wide decomposed granite surface.

FISCAL IMPACT

There is no fiscal impact. Funds have previously been allocated for the design and construction project.

ACTION REQUESTED -

PROVIDE STAFF DIRECTION ON NORTON STREET TRAFFIC FLOW AND PARKING OPTIONS.

ATTACHMENTS:

Norton Street Presentation

Norton Street Rehabilitation Project Update

Tuesday, April 21, 2026

Oroville City Council

Public Works

Recommended Motion

- Provide Direction to Staff

Norton Street Project Limits



Current Street Congestion



Current Street Layout

- 32 foot wide ROW
- 2-Way traffic
- 20 foot wide pavement
- No curb/gutter
- No drainage system
  - Sheet flow across street
- Minimal sidewalks in area
  - Sections at North and South ends only

New Street Layout

- 32 foot wide ROW
- 20 foot wide travelled lane (minimum)
  - 25 foot wide pavement
- Curb/Gutter
- Storm Drain inlets
- Culverts
- 42 inch wide decomposed granite walkways

Traffic Flow Discussion

- One way
  - Traffic flows north to south
  - Improves traffic safety at Montgomery end

- Two-way
  - Prohibit parking on one side of street?
  - Tight confines on road – current situation

Action Requested

- Provide Direction to Staff

Questions?

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **RESOLUTION ACKNOWLEDGING VESTED RIGHTS OF PACIFIC COAST PRODUCERS AS LEGALLY NON-CONFORMING**

DATE: **APRIL 21, 2026**

SUMMARY

At the request of Pacific Coast Producers (PCP), the Council shall consider passing Resolution No. 9453 acknowledging the vested rights PCP has to legally continue operations as a legal non-conforming business.

DISCUSSION

PCP has operated its Oroville facility for several decades, establishing itself as a key component of the City's industrial base and agricultural economy. The facility predates the City's 2007 rezoning of the area to MXD, which was implemented broadly to provide flexibility for future mixed-use development opportunities.

Legal Nonconforming Status and Vested Rights

Under the Oroville Municipal Code, a legally established use that predates a zoning change may continue to operate as a legal nonconforming use, provided it is not discontinued beyond the allowable period (typically two years). PCP has maintained continuous operation and has not triggered any discontinuance provisions.

Additionally, under California law, vested rights attach to lawful uses that were established prior to regulatory changes. These rights protect the continuation of such uses, even when zoning designations evolve over time.

The City's MXD zoning framework was intentionally designed to allow for a mix of uses while preserving existing lawful operations. The rezoning was not intended to extinguish or phase out established industrial uses such as PCP.

FISCAL IMPACT

There is no direct fiscal impact associated with this action.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9453 MEMORIALIZING THE VESTED RIGHTS OF PACIFIC COAST PRODUCERS TO CONTINUE OPERATIONS AT ITS CURRENT LOCATION AS A LEGAL NONCONFORMING USE CONSISTENT WITH APPLICABLE PROVISIONS OF THE OROVILLE MUNICIPAL CODE AND CALIFORNIA LAW.

ATTACHMENTS

1. Resolution No. 9453 Recognizing Vested Rights of Pacific Coast Producers
2. PCP request for City Council Action
3. Excerpts from Oroville Municipal Code – Nonconforming Uses

CITY OF OROVILLE
RESOLUTION NO. 9453

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE RECOGNIZING AND MEMORIALIZING THE VESTED RIGHTS AND LEGAL NONCONFORMING USE STATUS OF PACIFIC COAST PRODUCERS

WHEREAS, Pacific Coast Producers (PCP) has requested the Council pass a resolution memorializing the vested rights PCP has to legally continue operations as a legal non-conforming business; and

WHEREAS, Pacific Coast Producers (PCP) operates a fruit processing and canning facility within the City of Oroville that has been in continuous operation since 1971; and

WHEREAS, PCP's facility is located at 1601 Mitchell Avenue comprised of APN 035-450-18, 035-450-17, 035-450-11, and 035-250-74.

WHEREAS, PCP's operations were lawfully established under the zoning regulations in effect at the time of its original development and operation; and

WHEREAS, in or about 2007, the City of Oroville adopted zoning changes that redesignated the subject property and surrounding area to Mixed-Use Development (MXD); and

WHEREAS, as a result of this zoning change, PCP's existing use became classified as a legal nonconforming use under the Oroville Municipal Code; and

WHEREAS, the Oroville Municipal Code permits the continued operation of legal nonconforming uses, provided such uses are not discontinued for a period exceeding the time specified in the Code; and

WHEREAS, PCP has maintained continuous operation of its facility and has not discontinued its use in a manner that would result in loss of its legal nonconforming status; and

WHEREAS, under California law, property owners may acquire vested rights to continue a lawful use that was established prior to a change in zoning regulations; and

WHEREAS, the City Council finds that PCP possesses vested rights to continue its existing operations at its current location; and

WHEREAS, the City Council has been requested to provide clarity and certainty regarding the legal status of PCP's operations and to memorialize its vested rights and legal nonconforming use status; and

WHEREAS, this action does not grant new land use entitlements, expand the scope or intensity of PCP's operations, or waive any applicable health, safety, or environmental regulations; and

WHEREAS, this action is an interpretation and confirmation of existing law and is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) and 15061(b)(3).

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Recognition of Legal Nonconforming Use. The City Council hereby recognizes that Pacific Coast Producers' fruit processing and canning operations constitute a lawful legal nonconforming use under the Oroville Municipal Code.

Section 3. Recognition of Vested Rights. The City Council hereby finds and confirms that Pacific Coast Producers possesses vested rights under California law to continue its existing operations at its current location, subject to applicable laws and regulations.

Section 4. Continuation of Operations. Pacific Coast Producers may continue its existing operations, described in section 5 below, consistent with its legal nonconforming use status, provided that such operations are not discontinued or abandoned in a manner that would result in the loss of such status under the Oroville Municipal Code.

Section 5. Pacific Coast Producers' operations involve the manufacturing and preparation of various food items, employing processes such as canning, extracting, fermenting, distilling, pickling, freezing, baking, drying, smoking, grinding, cutting, mixing, coating, stuffing, packing, bottling, packaging, and other treatments or preservation methods for human consumption.

As part of its processing activities, the Facility incorporates warehousing and outdoor storage, encompassing items like pallets, bins, trailers, crates, and construction materials/equipment related to the processes.

Additionally, the Facility includes ancillary office space and necessitates significant semitruck trips for transporting raw ingredients, including seasonal fruit receiving during harvest periods, as well as packaging/canning materials and manufactured food items.

Lastly, the Facility, as part of its fundamental operations, must continuously undertake equipment, building, process, and product modernization to remain competitive within the ever-evolving marketplace.

Section 6. No Expansion of Rights. Nothing in this Resolution shall be construed to authorize the expansion, intensification, or alteration of Pacific Coast Producers' operations beyond what is otherwise permitted by applicable law.

Section 7. CEQA Determination. The City Council finds that this Resolution is not a project subject to CEQA pursuant to CEQA Guidelines Sections 15060(c)(2) and 15061(b)(3), as it constitutes a clarification and interpretation of existing law.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on April 21, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
DAVID PITTMAN, MAYOR

APPROVED AS TO FORM:

_____
DAVID RITCHIE, ASST. CITY ATTORNEY

ATTEST:

_____
KAYLA REASTER, ASSIST CITY CLERK

HARRISON TEMBLADOR HUNGERFORD & GUERNSEY
MINING
LAND USE
NATURAL RESOURCES

1501 28th Street
SACRAMENTO, CA 95816
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FAX 916.382.4380
WWW.HTHGLAW.COM

March 18, 2026

VIA ELECTRONIC MAIL

Patrick Piatt, Community Development Director
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Re: Pacific Coast Producers; Request for Confirmation of Vested Legal Nonconforming Status for Oroville Plant Property

Dear Mr. Piatt:

Pacific Coast Producers, and its predecessors, ("PCP") have operated The Oroville Plant Facility ("Facility") since 1914 on APNs 035-450-18, 035-450-17, and 035-250-74 and since 1916 on APN 035-450-11. When operations began in 1914 and 1916, respectively, they were allowed "as-of-right" under prior City zoning requirements and required no discretionary land use approval from the City of Oroville ("City") by way of a conditional use permit or otherwise. Operations have been continuous since the use began. The Oroville Plant Facility is an important member of the community and a significant employer in the City. The Facility is also central to the agricultural economy of the region.

Recent amendments to the City's zoning code have rendered the use technically nonconforming by requiring, for the first time, a use permit for uses of this type in the applicable zone. For this reason, as allowed by Municipal Code section 17.48.090, PCP requests that the City formally designate the Facility as a vested, nonconforming use. The purpose of this request is to provide certainty to PCP that it may continue to operate notwithstanding changes that may occur over time to the City's zoning code. This type of certainty is essential to PCP's operations and its continuing investment in the Facility.

In the balance of this letter, we lay out the factual and legal basis for this request. We make this showing by demonstrating that (1) The Facility began operations well before the City first required use permits; and (2) PCP and its predecessors have used the Facility for such purposes since then notwithstanding changes to the City's zoning code. A significant amount of historical research and research into the City's past zoning ordinances supports this request.

This letter application proceeds in three parts. First, this letter begins by providing an overview of the facts. Second, we outline the legal principles which govern the designation of vested, nonconforming rights. Third and finally, we apply these principles to the Facility.

SECTION I – HISTORICAL FACTS

Figure 1 shows the parcels on which PCP is seeking confirmation of vested nonconforming status.



Figure 1.

The following table identifies the parcels by Assessor's Parcel Number on which PCP is seeking vested nonconforming status.

APN
1. 035-450-18
2. 035-450-17
3. 035-250-74
4. 035-450-11

The facts relating to the history of the Facility are extensive and are not in dispute. We have conducted historical research and summarize the facts as follows:

Timeline A: California Ripe Olive Plant Site (*APNs: 035-450-18, 035-450-17, 035-250-74*)

1. In 1914, the California Ripe Olive Company constructed a large-scale olive pickling plant on what is now the Pacific Coast Producers Oroville Plant site (APN # 035-450-18, 035-450-17, 035-250-74). (**Exhibit A**).
2. In 1915, the California Ripe Olive Company announced its intention to expand into fruit canning. (**Exhibit B**).
3. In 1916, the California Ripe Olive Company began experimental canning. (**Exhibit C**).
4. In 1918, the California Ripe Olive Company changed its name to Sunnical Packing Corporation to reflect the larger variety of food processing done by the company. The government required that Sunnical double its tomato output to at least 100,000 cases, presumably for use in the war effort. Sunnical also processed and packed spinach, peaches and pumpkins. (**Exhibit F**).
5. In 1926, the Sunnical Packing Plant was sold to the Hearst Estate. (**Exhibit H**).
6. In 1930, 400 people were employed for the peach pack at the Sunnical Plant. The pack was estimated to last approximately 8 weeks. (**Exhibit J**).
7. By 1940, the peach pack at the Sunnical Plant was employing 1,100 people who worked in two eight-hour shifts. The plant produced between 8,000 and 10,000 cases of peach product per day. (**Exhibit K, L**).
8. In 1941, Stokley Van Camp purchased the Sunnical Plant. (**Exhibit M**).
9. By 1948, Stokley employed three shifts of workers and kept the plant operating 24 hours a day during the canning season. At the time, the plant placed a particular emphasis on fruit cocktail. The plant employed approximately 1,000 people. (**Exhibit N**).
10. In 1966, Stokley was planning $150,000 in upgrades to the Oroville Plant, as it had reached its capacity in the 1965 season with an output of 1,750,000 cases of peaches. At the time, the Plant paid approximately $800,000 in salaries to residents who were seasonal workers. (**Exhibit R**).
11. In 1971, Stokley sold three of its California plants to Pacific Coast Producers, including the Oroville Plant. (The other two being located in Lodi and Santa Cruz). (**Exhibit S**).

Timeline B: Olive Products Company Site (*APN: 035-450-11*)

1. In 1916, the Olive Products Company opened an olive processing plant on what is now the Pacific Coast Producers Oroville Warehouse site (APN # 035-450-11). At its opening, the three-acre plant was the largest in the world. The seasonal capacity of the plant was approximately 1500 tons and contained 1140 cement pickling vats. The capacity of the oil mill was thirty tons daily. (**Exhibit D, E**).
2. In 1925, major olive producers Ehmann and Mt. Ida Olives merged under Olive Products Company. Olive Products Company's principal place of business is the Oroville warehouse. (**Exhibit G**).
3. By 1956, the Olive Products Company's Mitchell Avenue site was the sole place of operations for the entity, as its Second Street location had burned down in 1946. (**Exhibit P**).
4. In 1976, the Olive Products Company moved its operations, leaving the Warehouse site temporarily empty while it was up for sale. (**Exhibit U**).
5. In 1977, Olive Products Company (owned by Beatrice Foods Co.) sold 1975 Mitchell Ave. to Pacific Coast Producers, including some of its food processing equipment. (**Exhibit V**).

Timeline C: Zoning History (*All Parcels*)

1. In 1928, the City adopted its first Zoning Ordinance wherein the Parcels were zoned as a "Commercial District." The Commercial District allowed for the construction and operation of any kind of business including industry. (**Exhibit I**).
2. In 1974, the City adopted a new Zoning Ordinance wherein the Parcels were zoned as "M-2 Industrial," allowing for all types of industrial uses. (**Exhibit T**).
3. A 2005 Zoning map demonstrates that the Parcels were still zoned as "M2-Industrial." (**Exhibit W**).

SECTION II – NATURE OF USE

The Facility engages in the manufacturing and preparation of various food items, employing processes such as canning, extracting, fermenting, distilling, pickling, freezing, baking, drying, smoking, grinding, cutting, mixing, coating, stuffing, packing, bottling, packaging, and other treatments or preservation methods for human consumption.

Operations involve both indoor and outdoor food preparation lines, as well as food and onsite treatment of process water. As an industrial operation, the Facility does generate noise, vibration, illumination, and some perceptible particulate matter to nearby uses It is not, however, a nuisance. As part of its processing activities, the Facility incorporates warehousing and outdoor storage, encompassing items like pallets, bins, trailers, crates, and construction materials/equipment related to the processes.

The Facility includes ancillary office space and necessitates significant semi-truck trips for transporting raw ingredients, packaging/canning materials, and manufactured food items. Consequently, parking and storage areas are designated for semi-trucks, trailers, service vehicles, and other vehicles employed in the operation.

Lastly, the Facility, as part of its fundamental operations, must continuously undertake equipment, building, process, and product modernization to remain competitive within the ever-evolving marketplace.

SECTION III - VESTED RIGHTS LAW

Cities and counties generally possess the "police power" to adopt zoning regulations which control where and how certain land uses operate. There are limits to this power, however. A new zoning regulation that prohibits a landowner from exercising existing property rights, and prevents beneficial use of property, may constitute a "taking" of property prohibited by the Fifth Amendment absent payment of just compensation. (See *Penn Central Transp. Co. v. New York City* (1978) 438 U.S. 104, 125.) This includes protection against the need to alter a discretionary use permit as a condition of ongoing operation. (*Hansen Bros. Enterprises v. Board of Supervisors of Nevada County* 12 Cal. 4th 553)

To avoid this outcome, zoning ordinances typically exempt preexisting uses from the effect of new zoning requirements to eliminate the risk that the requirements are unconstitutional as applied to existing uses. (See *Edmonds v. County of Los Angeles* (1953) 40 Cal. 2d 642, 651.)

A permitted land use is generally allowed to update and to modernize its equipment, provided that the fundamental use remains the same. "The adoption of more modern instrumentalities, suitable in carrying on a business should not, in legal contemplation, work a change of use." (*Endara v. Culver City* (1956) 140 Cal.App.2d 33, 38; see also *De Felice v. Zoning Bd. of Appeals of Town of East Haven* (1943) 130 Conn. 156.)

The City generously embraces this concept. Relevant here is the following language contained in the City of Oroville Zoning Code:

> *"If a building, structure or land use existed lawfully at the time when it was erected or initiated, but it does not conform to the current regulations of the zoning district in which it is located, it may be continued…"*

(City of Oroville Municipal Code § 17.48.090)

In accordance with California law, the City acknowledges the existence of vested nonconforming uses and offers protection for such uses. These provisions safeguard vested nonconforming uses from subsequent zoning enactments.

Finally, determinations regarding whether a landowner possesses a vested or legally protected nonconforming use are adjudicatory in nature because they involve the application of existing law to a specific property and historical facts affecting significant property interests. California courts have recognized that when a local agency undertakes such an adjudicative determination, basic procedural due process protections apply, including reasonable notice and an opportunity to be heard for affected parties. (*Calvert v. County of Yuba* (2006) 145 Cal.App.4th 613).These safeguards ensure that both the property owner and neighboring landowners whose interests may be affected have a fair opportunity to present evidence regarding the legality of the use.

We now apply the law to PCP's Facility.

SECTION IV – ANALYSIS

The central issue in question revolves around whether the use of the Facility commenced prior to the requirement of a permit. If this is the case, operators are entitled to the ongoing continuation of that use. To ascertain the extent of PCP's vested nonconforming use, it is crucial to determine the original date when the City implemented a restrictive ordinance necessitating a use permit.

As previously discussed, the Facility has an extensively documented and longstanding history, clearly establishing a vested nonconforming use. Food processing activities commenced in the early 1900s when the California Ripe Olive Company and the Olive Products Company began pickling and processing olives.

Since then, the use of the properties has remained unchanged and each parcel has maintained its status as a food processing facility or ancillary use.

By the late 1960s, the Oroville Plant Site had received at least $150,000 worth of improvements and experienced production growth on a nearly annual basis. After that time, improvements and production increases at the Facility have persisted. By 2012 the Pacific Coast Producers operation was producing over 10,300,000 cases annually, and its current production level stands at 12,200,000 cases per year.

Since the inception of production at both sites, operations have consistently adhered to adopted City Ordinances. Initially, under the City's first Zoning Ordinance from 1928, Food Processing was permitted as a by-right use in the Commercial District. Subsequently, by 1974, the district had been rezoned to M-2 Industrial, maintaining Food Processing as a by-right use. The Facility retained its M-2 zoning until the City's subsequent amendment to the zoning ordinance reclassifying the property to Corridor Mixed-Use, at which point the regulatory framework governing the site was modified

After conducting a thorough examination of the City's historical zoning records, PCP has identified the City's later amendment to the zoning ordinance requiring a use permit for Food Processing Industrial Uses as the point when the County initially mandated a use permit for Food Processing Industrial Uses at the Facility.

Thus, well before the City's later zoning amendments reclassifying the property to Corridor Mixed-Use and altering the regulatory treatment of Food Processing uses, PCP and its predecessors had been engaged in substantial food processing activities at the Facility for more than 100 years.

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SECTION V – CONCLUISON & REQUEST

In conclusion, in accordance with state law and the City Code pertaining to legal nonconforming uses, the aforementioned facts establish the following:

1. Agricultural Food Processing activities commenced at the Facility in 1914 and 1916 in conformance with the zoning regulations then in effect, and those operations subsequently became vested upon the City's later adoption of zoning amendments that altered the regulatory treatment of Food Processing uses within the district.

2. The Facility, including all the described lands, constitutes a vested nonconforming use that is entitled to continue, as described in Section II above including, but not limited to, modifications and modernizations suitable to its vested food processing uses.

Based on the foregoing, PCP respectfully requests that the City Council confirm the vested rights of the Facility, by way of noticed public hearing, in accordance with the nature of the use described herein.

We thank you and City staff for your time and consideration. If additional information or clarification is needed, please let us know and we would be pleased to provide it.

Sincerely,

HARRISON, TEMBLADOR,
HUNGERFORD & GUERNSEY

By



David P. Temblador

Exhibit A

OLIVE PLANT IS NOW NEAR TO COMPLETION

NEW HOME WILL SOON BE READY FOR CALIFORNIA RIPE OLIVE COMPANY.

WILL BE ONE OF LARGEST OLIVE PICKLING PLANTS IN STATE.

The big olive pickling plant of the California Ripe Olive Company is now practically completed. The plant as it stands is one of the largest pickling plants in the State. The work of installing equipment is now in progress, and everything will be in readiness to take care of this season's crop when the olives ripen.

The plant is located on the Gray tract, immediately north of the Western Pacific sur leading into the rock-crushing plant of the Natomas Consolidated. The dimensions of the building are 120 feet by 220 feet. It is built entirely of corrugated iron and concrete, and is thus fireproof.

The pickling department is 120 feet by 160 feet. It has been arranged with every care for convenience in handling olives. The capacity of the plant will be 325 tons during the season.

Especial care has been taken by the owners in fitting up the packing room, where those engaged in packing the olives will be employed. This room will be light, airy, and at the same time will be warm and comfortable.

The shipping department is large and is conveniently arranged.

The big plant has been constructed under the personal supervision of C. J. Wells, superintendent of the company.

Mr. H. Wolff, who is one of the officials of the company, yesterday stated that if there was any combination of packers, he desired it to be known that his company was not a member of such combination, and knew nothing of it. He stated that the greater part of the olives that will be packed this year have already been contracted for.

September 15, 1914 News Article discussing the opening of California Ripe Olive Company Plant.

Exhibit B

CANNERY IS POSSIBILITY FOR COMING FRUIT YEAR

CALIFORNIA RIPE OLIVE COMPANY CONSIDERS PLAN FOR EXPANSION.

EQUIPMENT NOW HERE

WOULD MEAN SUBSTANTIAL ADDITION TO PAYROLL OF OROVILLE.

The establishment of a cannery in Oroville for fruits and vegetables is now being considered by the California Ripe Olive Company. The matter has been under consideration for some time, and definite plans may be evolved in the near future.

The olive plant of the company here is large and commodious, and would afford adequate housing facilities for the cannery. The company has also a large part of the necessary machinery, and would have to install but little supplementary machinery to utilize the plant and equipment during the summer months for canning fruit and vegetables. In addition to this it also has an established sales system.

The Northern Electric would give adequate transportation from the Gridley and Chico section, while the plant would be so centrally located that it would accommodate both the growers of mountain and valley. It is probable that a definite plan for the establishment of a cannery here will be made before the coming summer months.

The California Ripe Olive Company has already made itself an important factor in the local industrial field. At the present time there are seventy-five employees upon the company's payroll here. If it is found feasible to enter the canning field, the plant will be busy both during the olive and the f ruit season. It would mean the addition of a very substantial payroll to Oroville during the summer months, at a time when such a payroll would be especially acceptable.

December 17, 1915 News Article discussing California Ripe Olive Company's Plan for expansion of its Plant.

Exhibit C

CANNERY PLAN IS FAST TAKING FORM AT OLIVE PLANT

INITIAL WORK TO BE DONE THIS YEAR BY CALIFORNIA RIPE OLIVE COMPANY.

That some experimental canning will be done by the California Ripe Olive Company at its plant here this summer, is the statement of Mr. Carl Woolf. The Company has been considering branching out into fruit canning, and it is understood that a decision has been practically reached to establish a cannery here in connection with the olive plant. The greater part of the machinery required for canning fruits and vegetables has already been installed to handle the olive crop, and but few changes or additions to the plant will be necessary. The company has also an established sales force and selling connections throughout the United States.

As to how extensive the operations will be this summer has not been determined. It is certain that some experimental canning will be carried on, and canning operations upon a larger scale may be undertaken. A number of peach growers in the Gridley section have opened up tentative negotiations with the company, looking toward securing a market for their fruit this summer.

It is also stated that a large acreage would be planted to tomatoes in the event that a cannery was assured.

March 2, 1916 News Article discussing California Ripe Olive Company's experimental canning project.

Exhibit D

LARGEST OLIVE PROCESSING PLANT IN STATE TO BE BUILT THIS SUMMER IN OROVILLE

LARGEST GROWERS OF DISTRICT FORM MANUFACTURING COMPANY

NEW CONCERN HAS CAPITALIZATION OF $100,000 ALL SUBSCRIBED---WILL BE BIG FACTOR IN OLIVE MARKET

Announcement was made yesterday that on July 1st, construction work would be started in Oroville upon the largest olive pickling plant in the state. The plant is to be built by the Olive Products Company, articles of incorporation of which will be placed on file within the next few days. The company is a close corporation consisting of the largest growers in this district. On the Board of Directors are W. P. Hammon, E. G. Potter, B. B. Meek, Carleton Gray and O. C. Perry. These men with R. A. Leonard and Joseph Cooper, own all of the stock of the corporation. The membership of the company controls approximately sixty per cent of the bearing acreage of this district.

Site of New Plant.

The company is organized with a capital stock of $100,000, all of which has been subscribed. The plant will be located between the tracks of the Southern Pacific and the Western Pacific just south of the Gray tract and across the Western Pacific tracks from the plant of the California Ripe Olive Company. The one story portion of the plant will cover 240 feet by 175 feet. The two story portion will cover 110 feet by 250 feet. The capacity of the pickling plant will be 1000 tons. The oil plant will have a capacity of twenty-five tons of olives a day. The plant will be of galvanized iron, and in arrangement and machinery will be absolutely modern throughout.

Department Superintendents.

R. H. Coward, of Palermo, will be superintendent in charge of the plant and will have charge of the processing department. Mr. Coward is one of the most experienced olive processors in the state. He was with the American Olive Company for years, later with C. M. Gifford of San Diego, and later with Palermo Ripe Olive Company, Palermo. The quality of his olives have won for him a wide reputation.

Ray Develeter will have charge of the oil department. Develeter was oil man for the Ekman-Stow Company and for Meek, Perry and Gray. He is an admitted expert in the manufacture of a high grade olive oil.

To Specialize on High Quality Products.

The company announces that it intends to specialize upon a high quality product both in oil and in the processed olives. The greatest care will be exercised in the selection of olives for both processing and for the manufacture of oil.

Investigation Department.

An interesting feature of the new company's plan is the maintenance of an investigation department to experiment in the utilization of olives in new products, and also to investigate into all phases of by-product activity.

May 19, 1916 News Article discussing Olive Products Company's plan to build a new plant.

Exhibit E

October 30, 1916 News Article discussing the opening of Olive Products Company's Plant.

PEOPLE WELCOME OPENING OF MAMOTH OLIVE FACTORY

HUGE PLANT IS CHRISTENED AT PRETTY SERVICE

Speakers Tell How Great Industry Has Arisen in Thirty Years.

First Fruit Goes Over Graders as Spectators Crowd Into Building.

Charming little Sylvia Perry broke a bottle of Oroville's purest olive oil upon a foundation stone of the Olive Products Company plant yesterday afternoon.

"I christen thee the Olive Products Company," she said.

With that the mammoth new plant of the Olive Products Company, the largest plant in the world to be devoted to pickling the ripe olive, was formally opened anad dedicated.

Fully five hundred people attended the ceremonies held yesterday afternoon. They walked up "Olive Hill" as someone has christened Oroville's olive factory district. They came in auto. From one-thirty o'clock until two-thirty o'clock there was a constant stream of people there. The presence of the people there, their keen attention to the ceremonies, their evident enjoyment in viewing the great plant that is now opened up, bespoke a highly gratifying spirit of community pride and community cooperation.

Ceremonies Were Simple.

The ceremonies had been arranged under the direction of the Chamber of Commerce and the Business Men's Association. There was an opening concert by the Boys' Band that lasted while the crowd gathered. Then C. S. Leeson, president of the Chamber of Commerce, introduced Major A. F. Jones as the first speaker. The christening ceremonies followed. W. W. Gingles spoke on behalf of the community. B. B. Meek responded briefly on behalf of the members of the Olive Products Company. Then the spectators were invited in to view the plant.

Graders Begin Work.

As the crowd surged through the door, the first olives were placed on the graders.

Thermalito had the honor of sending the first fruit across the grader, the olives coming from the Thermalito grove of Carlton Gray. The fruit was large and perfect.

Plant Excites Wonderment.

The plant itself excited the wonderment of all who had not seen the great building during its construction period. The vat room with 1100 concrete vats stretched away to a far distant vista. The convenience of arrangement and the faith in the industry that had led to so large an investment resulted in many complimentary remarks.

Pioneer Days in Industry.

Major A. F. Jones, who was introduced by Mr. Leeson as the first speaker, told in a reminiscent manner of the establishment of the olive industry in California. He told how in 1894 an olive expert of Southern California had come here to view the first groves planted. He told of the trip across the river to the Fogg grove, now the property of the Ehmann Olive Company. He told of the prediction that was made at that time that the Oroville District was bound to become one of the leading olive districts of the world. Major Jones told of the first tentative efforts to pickle the olives, and related the subsequent improvement in process until the industry became established here.

Major Jones paid a tribute to the men who had built the plant that was being dedicated. He told how they had made their fortunes here, and were coming back to Oroville to assist in building up this community. Their spirit as well as their deeds, he declared, to be inspiring.

Glowing Tribute to Olive.

W. W. Gingles delivered an eloquent address. He spoke as follows:

"The olive is older than recorded history, and throughout all ages has been deemed worthy of the highest honor.

"The dove returning to the Ark with the olive branch was to Noah a symbol that land was near and divine approbation had preserved earth's choicest product.

"its leaves crowned the brow of the victorious Roman conquerer and to receive the wreath of olives was the chief est joy of the Olympian victor.

"On the Mount of Olives, the Redeemer of the World stood beneath its silvered boughs and spoke the words that brought light and happiness to fallen man.

"The olive branch is the symbol of peace and good will, and to us the olive industry has brought domestic plenty and assurance of future prosperity.

"This magnificent plant, the largest olive factory in the world, comes to us as a natural sequence.

"Here, in the dimple of the smile that nature has wreathed our Golden State, the ripe olive reaches its highest perfection, and a great Oroville woman, in a kitchen laboratory, was the viking that discovered the process that produces and preserves its delicacy.

"it is therefore meet and proper that we should all co-operate for its success.

"Communities succeed or fall together. Competitors in trade; producer and consumer; employer and employee; the private individual and the public, all secure the best results when they work together. The success of one on legitimate lines means the benefit of all, and the failure of one means loss to all.

"The interests of the people of Oroville, fruit growers of Butte County, and the olive factories of Oroville are so closely interwoven as to become inseparable.

"The success of this new institution means that the 'gospel of the ripe olive' will be carried by their solicitors and advertisements to new fields for consumption, broadening the market and hastening the day when this delicious and life-lengthening fruit will become a staple and a necessary part of every grocer's stock.

"It means that Oroville has become permanently established as the olive center of America, and on the map of the world's eye that Butte County is a semi-tropic land.

"I know this company will be successful.

"This institution is built upon efficiency, intelligence and enthusiasm. The personnel of the company is made up of men who have borne responsibility and know how to carry it. They are among the master builders of California and have demonstrated they possess personality, character, learning, enthusiasm, initiative and efficiency—a concrete foundation that insures business success."

Appreciation is Appreciated.

B. B. Meek, president of the Company, responded very briefly: "I want to say to you," he said, "that we appreciate the appreciation that you

(Continued on Page Eight.)

FACTS OF INTEREST ABOUT LARGEST RIPE OLIVE PLANT IN WORLD

The plant of the Olive Products Company covers an area of three acres. It is built on the unit plan to permit of expansion as the present planted but non-bearing acreage increases the production of the district.

The season capacity of the plant is approximately 1500 tons. There are 1140 cement pickling vats with a capacity at one filling of 450 tons. The capacity of the oil mill is thirty tons of olives a day.

The owners of the plant are themselves prominent olive growers. Their groves represent over fifty per cent of the olive bearing acreage of the Oroville District. Oroville was selected for th eplant because after a successful olive growing experience of years, they believed that this district is and will always be the premier olive district of the state.

(Continued on Page Eight.)

FACTS ABOUT BIG RIPE OLIVE PLANT

(Continued from Page One.)

The company is a close corporation. Its capital stock is $100,000 with $70,000 subscribed and paid in. The president of the company is B. B. Meek, an authority on olive culture and the representative of this district in the State Assembly. E. J. Potter, a prominent business man of San Francisco, and the principal owner in the Security Investment Company's groves of Palermo is Vice-President Carleton Gray, a well-known attorney of Oroville, who is heavily interested in olive properties is treasurer of the company. O. C. Perry, who is manager of the Guggenheim interests in California, and who owns a number of olive groves, is secretary of the company. W. P. Hammon, a financier of national reputation, who is extensively interested in Palermo olive properties, is represented upon the Board of Directors by Former State Senator A. E. Boynton. R. A. Leonard and J. W. Cooper, both growers, are also stockholders in the company.

B. B. Meek as president of the company, will have active charge of the plant. R. E. Eggleston, formerly with the Heintz people and with the New York office of the Diamond Match Company, with headquarters in Chicago, is sales manager. The new company is selling only through recognized trade channels. Brokerage connections have been established in all the large centers.

The plans of the company include the employment of a chemist to give his exclusive attention to developing olive by-products.

Harry Cowhard, formerly with the American Olive Company and the Palermo Ripe Olive Company, is superintendent of the plant.

Ray Develter, who was with the Ekman Stow Olive Company, is foreman of the oil mill. R. C. Tyler is assistant superintendent.

The olives and the olive oil of the company will be marketed under the brand name of "Mt. Ida." Mission olives measuring ten-sixteenths will be marketed as "Medium" olives; eleven-sixteenths will go as "Large"; twelve-sixteenths as "Extra Large"; thirteen-sixteenths as "Mammoth." Sevillano olives will me marketed in two sizes, "Jumbo" and "Colossal."

GREET OPENING OF OLIVE PLANT

(Continued from Page One.)

have shown. The community spirit that Oroville always manifests is one of the biggest assets that any city can have. We have established this plant here because we believe in the ripe olive and we believe that nowhere in the world does the olive thrive as well as it does in the district of which Oroville is the center. We are at home here because this is the home of the ripe olive."

The spectators were invited to view the plant and the ceremonies ended.

Members of the Olive Products Company on the platform were B. B. Meek, O. C. Perry, Joseph Cooper and R. A. Leonard.

The committee in charge of the ceremonies was made of M. Stiller, W. W. Reece and W. T. Henn.

Exhibit F

PLANS OUTLINED FOR LARGER OPERATIONS AT LOCAL CANNERY

CALIFORNIA RIPE OLIVE COMPANY TO BE KNOWN AS SUNNICAL PACKING CORPORATION; TOMATO ACREAGE MUST BE ENLARGED, SAYS GOV'T

In order to better designate the character of its expanding business, the California Ripe Olive Company has decided to change its name. Application is now on file with state officials to allow the company to take the name of the Sunnical Packing Corporation.

This was the announcement of Henri Bernier, local manager of the plant, made at a meeting of the Chamber of Commerce. The meeting was called primarily to aid the support of the Chamber of Commerce in inducing farmers to plant 200 acres more to tomatoes than thus far has been contracted. The necessity for the larger planting has arisen as a result of the demand of the government that the company shall double its tomato pack this year. Last year between 50,000 and 60,000 cases were packed. This year the government has asked a minimum of 100,000 cases. To fill this order the company must contract for approximately 200 acres larger planting. Thus far approximately 350 acres have been contracted.

With the arrival of machinery now under way, the capacity of the plant will be more than doubled. The company also has seed, which will be sold to growers at cost price, the price to be deducted from the returns from the tomatoes. Or if it is desired to plant the plants, the company is also able to furnish these to the growers at cost.

The government has fixed as basic price of $15 a ton as the price that it allows the company in fixing the compensation to be paid it for its pack. In the event that this price should be increased, the contract provides for an automatic increase to the grower.

The Chamber of Commerce yesterday passed a resolution asking farmers having land adapted for tomato growing to co-operate with the company in filling the government's order. The following committee was appointed to assist the company in securing the additional acreage: Scott Lawton, chairman; L. L. Green, C. E. Porter, W. W. Gingles, A. L. Andrews and Duncan C. McCallum.

During the course of the discussion Mr. Bernier told of the plans of the company for an all year round operation. The cannery is now working on spinach. A large pack of peaches is to be made this year. Pumpkins will also be packed and tomatoes. The company is considering cabbage for 1919, if a sufficient acreage in the Berry Creek country can be secured. The company is also considering other products in addition to olives, olive oil and salad dressings.

It is the company's plan to pack under the one brand of "Sunnical" products. The only exception will be in the case of olives, which will be marketed under the Caripo brand, which is well known and established among the trade.

In addition to assisting in securing the necessary acreage, the Chamber of Commerce will ask the Board of Education of the grammar and high school to give assurance at this time that in the event that circumstances demand the use of school labor, that the schools will be dismissed. It was also suggested that the Chamber of Commerce should assume responsibility for providing adequate dresing rooms at the swimming places along the river. It was believed that the problem of keeping labor during the summer could be made easier if a greater use of the river for recreation was encouraged.

April 10, 1918 News Article discussing California Ripe Olive's name change to Sunnical - reflecting the larger variety of food processing done by the company.

Exhibit G

$300,000 MERGER OF BIG OLIVE PLANTS IS ANNOUNCED

MT. IDA-EHMANN CONSOLIDATE IN NEW OLIVE PRODUCTS FIRM

Formal announcement of the merger of the Mt. Ida Packing Company and the Ehmann Olive Company, was made yesterday when a series of deeds and agreements were placed on record.

The deeds show that the merger involves a total of $300,000, and constitutes one of the most important olive transactions in the history of the industry.

Under the papers filed yesterday the plant of the Ehmann Olive Company, together with its trademarks, equipment and processes for the manufacture of olives and olive oil, and together with the good will of the business are deeded to Mr. and Mrs. Walter Bolles. They in turn executed a bill of sale of the property to the recently organized Olive Products Company.

Goes To New Company

The Mt. Ida Packing Company in its part, transferred to the Olive Products Company, a deed to and a bill of sale to its plant, equipment, trade marks, and processes for the manufacture of olives and olive oil, together with the good will of its business.

Dominant Olive Company

The Olive Products Company thus becomes the dominant olive company of the United States. It is capitalized at $500,000. The principal place of business is given as Oroville.

Ehmann Gets Groves

It is understood that E. W. Ehmann acquired the title to the olive orchards of the Ehmann Olive Company as a consideration for his interest in the plant and business.

The Olive Products Company will operate both the Ehmann and Mt. Ida plants, and will manufacture olives and olive oil under both the Ehmann and the Mt. Ida brands. B. B. Meek is president of the company, and Mrs. Freda Ehmann vice president. Walter Bolles will be in charge of the company's processing department, while Ray Develter will be in charge of the olive oil department.

Official Statement

The following official announcement of the merger was made yesterday:

"Merger of the Ehmann Olive Company with Mt. Ida Packing Company was consummated today with the placing on record of deeds conveying the plants, equipment, good-will, trade marks and processes of these two long established companies to the holding company, Olive Products Company.

"This big consolidation, probably the most important in the history of the olive industry, will place the Olive Prdoucts Company in the strongest possible position.

Controls Big Acreage

"By this merger the Olive Products Company will control more than 2000 acres of olive orchards in the Oroville District, which is considered the best olive district in California, and will combine the two largest olive factories in the State, resulting in a capacity in excess of 6000 tons of olives per season.

"It is planned to keep both plants in operation and to maintain the identity of both old companies, the affiliation providing that customers of Ehmann Olive Company shall continue to deal with this company and shall continue to be supplied with Ehmann olives and olive oil, and there will be no change in Mt. Ida Packing Company's present distribution policy. Mt. Ida Olives and Olive Oil will be supplied to Mt. Ida customers as in the past.

List of Officers

The officers of the Olive Products Company are: B. B. Meek, president, president of Mt. Ida Packing Company; Mrs. Freda Ehmann, vice-president, president Ehmann Olive Company; Carleton Gray, secretary, secretary Mt. Ida Packing Company;

(Continued on Page Six)

July 2, 1925 News Article discussing merger between Ehmann and Mt. Ida Olives under Olive Products Company. Principle place of business listed as Oroville site.

BIG MERGER OF LOCAL OLIVE PACKING PLANTS

(Continued From Page One)

Walter Ehmann Bolles, treasurer, director Ehmann Olive Company.

"These officers, together with Mrs. W. E. Bolles, W. C. Hammon and E. G. Potter, comprise the board of directors.

Volume Production

"This merger is in line with the need of the industry for volume production, and, with the large quantity of raw product controlled and the combined manufacturing facilities, the Olive Products Company will be in a position to guarantee a continuity of high grade quality which will be welcomed by the trade.

"This merger will aid in stabilizing the olive industry and is another big step in making Oroville the olive capital of the State."

Exhibit H

HEARST ESTATE TO PURCHASE VIRDEN PLANT IN OROVILLE

BALFOUR AND ASSOCIATES TO ENTER STATE

Information that the Sunical Packing plant in this city is to be sold by the Virden Packing Company to the Hearst Estate has been received in Oroville.

The peach crop of the Hearst Estate orchard in the Union District was packed last year at the Virden Cannery. With 100 acres additional planted to canning peaches by the Hearst Estate, the purchase of the cannery here makes certain the continued and enlarged operation of the plant here, with a resultant summer payroll.

The sale of the Sunical plant here is a part of an unmerging process in the operations of the Virden Company.

Other Canneries Leased

The Balfour-Guthrie interests of San Francisco have leased several canneries owned by the Virden Packing Company in Northern California and elsewhere and will operate the same during the season of 1926, while also holding an option to buy the plants during 1927 at a price of $2,250,000. This is revealed in copies of an agreement made in San Francisco and filed for record.

The price paid for the 1926 lease is given as $200,000. Under the option to buy in 1927, the Balfour-Guthrie people have paid down the sum of $50,000.

The Virden Packing Company will retain their interests in the Pioneer Fruit Company and in the handling of green fruits, and Virden will also continue as head of the meat packing departments of his company. It has been known by those close to Virden that for some time he has been anxious to retire from the peach canning industry.

May 4, 1926 News Article discussing sale of Sunnical Packing Plant to the Hearst Estate

(By Associated Press)

SAN FRANCISCO, May 3.—The Chronicle tomorrow will say that Balfour Guthrie and Company have invaded the California fruit field by obtaining an option on the five largest plants of the Virden Canning Company for $2,250,000. The canneries are located at Marysville, San Jose, Elmhurst, Fruitvale and Emeryville.

The same story also says:

"It was learned that the Oroville Cannery (owned by the Virden interests), known as the Sunical plant, has been sold to the Hearst Estate and that it intends to pack its own fruit instead of selling it to the Virden plant, as in the past.

"Negotiations are now being conducted with a local wholesale butcher for the sale of the Virden Meat packing plant in South San Francisco with the price said to be between $700,000 and $1,000,000. With these interests disposed of there will then remain two canneries at Oroville and Lindsay.

"President Charles E. Virden made the statement that 'the contract with the growers under the 1926 season will be cared for by the Balfour Guthrie and Company.'

"The local manager of Balfour, Guthrie and ompany said' this deal is merely a financing proposition.'

"Francis B. Laney, head of the Sutter County Co-operative Growers is to assume charge of the five plants acquired by the British concern."

Exhibit I

1928 News Article containing the City of Oroville's first Zoning Ordinance

LEGAL NOTICES

ORDINANCE NO. 423

AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF OROVILLE AND IN SAID ZONES LIMITING IN THE SAID CITY OF OROVILLE, CERTAIN BUSINESSES AND MANUFACTURING, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

Be it ordained by the City Council of the City of Oroville.

DEFINITIONS

SECTION 1. For the purpose of this ordinance certain terms are defined herewith; all words used in the present tense shall include the future; all words in the singular number shall include the plural number; the word lot includes plot and the word building includes structure.

ACCESSORY. The word "accessory" means a subordinate building or portion of a main building whose use is incidental to that of the main building.

APARTMENT. The word "apartment" means a room or a suite of two or more rooms in a tenement house, occupied or suitable for occupation as a residence for one family doing its own cooking on the premises. One person may be construed to be a family.

BUILDING. The word "building" means a structure for the support, shelter or enclosure of persons, animals or chattels, and when separated by division walls of masonry from the ground up, and without openings, then each portion of such building shall be deemed a separate building.

BUSINESS OR COMMERCE. The words "business" or "Commerce" mean the occupation or employment of buying, selling, bartering and exchanging goods, wares and merchandise or other personal property or real property or any interests therein for profit or livelihood, and also the ownership or management of office buildings, offices and recreational or amusement enterprises.

DISTRICT. The word "district" means an entire city block, any part thereof or two or more contiguous blocks.

DWELLING. The word "dwelling" means any house or building or portion thereof which is occupied in whole or in part, as the home, residence or sleeping place, either permanent or transient, of one or more human beings.

INDUSTRY. The word "industry" when used in this ordinance means the storage, repair, manufacture, preparation or treatment of any article, substance or commodity whatsoever and including the operation of garages and stables.

LOT. The word "Lot" shall mean land bounded by definite lines and occupied or to be occupied by a building or its necessary buildings together with the land, yards, courts and area spaces used in connection with such buildings.

STREET LINE. The term "street line" means the boundary line between street and abutting property.

USE. The word "use" means the purpose for which a building is or may be occupied.

USE DISTRICTS.

SECTION 2. In order to designate, regulate and restrict the location and locations of commerce, business, trades and industries, and the location of all buildings designed or occupied for specified uses, the City of Oroville is hereby divided into four (4) districts, which shall be known as: (a) FIRST COMMERCIAL DISTRICT; (b) SECOND COMMERCIAL DISTRICT; (c) THIRD COMMERCIAL DISTRICT; (d) RESIDENTIAL DISTRICT. The City of Oroville is hereby divided into the four classes of districts aforesaid, and the boundaries of the districts are as follows:

FIRST COMMERCIAL DISTRICT: Beginning at the Northwesterly corner of Fifth Avenue and Safford Street, thence Westerly along the northerly line of Fifth Avenue to the City Limits; thence southerly along said City Limits Line; thence southwesterly, southerly and easterly along said City Limits line to a point 200 feet westerly of the westerly line of Seventh Avenue; thence northwesterly and parallel with said Seventh Avenue to a point 150 feet northerly of the northerly line of Pomona Avenue; thence westerly and parallel with the northerly line of Pomona Avenue to a point 200 feet easterly of the easterly line of Marysville Avenue; thence northerly and parallel with the easterly line of Marysville Avenue to the center of the Alley, which Alley is between Bird Street and Montgomery Street; thence easterly along the center line of said Alley to a point 150 feet westerly of the westerly line of Fourth Avenue; thence northerly and parallel with the westerly line of said Fourth Avenue to the northerly line of Safford Street; thence westerly along the northerly line of Safford Street to the point of beginning.

SECOND COMMERCIAL DISTRICT. Beginning at a point on the Southerly City Limits of the City of Oroville 150 feet westerly from the westerly line of Fifth Avenue; thence northerly and parallel with the westerly line of Fifth Avenue to a point 150 feet northerly of the northerly line of Pomona Avenue; thence easterly and parallel with the northerly line of Pomona Avenue to a point 132 feet westerly of the westerly line of Oak Street; thence northerly and parallel with the Westerly line of Oak Street to a point on the southerly line of Safford Street; thence westerly and parallel with the southerly line of Broderick Street to the center of First Avenue; thence northerly along the center of First Avenue to the City Limits; thence easterly along the northerly City Limits line to a point 500 feet distant from the westerly line of Bridge Street; thence Southeasterly to the center of the intersection of Baldwin Avenue described in the Acquisition and Improvement District No. One of the City of Oroville; thence Southeasterly to a point, which point is 200 feet and easterly of the easterly line of Myers Street and 200 feet northerly of the northerly line of Park Avenue; thence southerly and parallel with the said Myers Street to the City limits of the City of Oroville; thence in a general westerly direction and along the City Limits line of the City of Oroville to the place of beginning.

THIRD COMMERCIAL DISTRICT. Beginning at the intersection of the easterly line of Spencer Avenue produced and Mitchell Avenue as a point of beginning; thence northerly to a point on the easterly side of Spencer Avenue 200 feet northerly of the northerly line of Mitchell Avenue; thence northeasterly and parallel with the northerly line of Mitchell Avenue to a point 200 feet distant from the westerly line of Bridge Street; thence northerly and parallel with the westerly line of Bridge Street to a certain irrigating ditch, which ditch is southerly of Gawthorne Avenue; thence in a general northerly and easterly direction along the center of said ditch to the City Limits, a part of said ditch being the southerly line of Orange Heights; thence southerly and southwesterly along said City Limits to the place of beginning.

RESIDENTIAL DISTRICT. The Residential District shall be all the rest of the said City of Oroville.

SECTION 3. RESIDENTIAL DISTRICT. All land and building in the Residential District shall be restricted to the following uses. No building shall be constructed or altered to be used for any purpose other than for:

a. Dwelling House.
b. School.
c. Church.
d. Library.
e. Apartment House.
f. The usual accessories located on the same lot with the building in connection thereto, together with private garage accommodations containing sufficient space for the use of the occupants of the building located on the same lot.

The City Council of the City of Oroville may issue a permit for the establishing of retail ice stations, retail grocery stores, retail drygoods stores, retail meat markets, retail drug stores, and such other retail stores as are deemed necessary, and the conducting of a boarding and a rooming house, where such structures will not be detrimental or tend to change the character of the neighborhood. Providing, further, that the vote thereon by said City Council shall be unanimous.

SECTION 4. COMMERCIAL DISTRICTS. All buildings of any kind or nature whatsoever, except such as now are or may hereafter be limited by any building ordinance or any other ordinance restricting the same may be erected and any business conducted in any and / or all of the said Commercial Districts.

SECTION 5. INTERPRETATION—PURPOSE. In interpreting and applying the provisions of this ordinance they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. It is not intended by this ordinance to repeal, abrogate, annul or in any way to impair or interfere with any existing provision of law or ordinance or any rules, regulations or permits previously adopted or issued, or which shall be adopted or issued pursuant to the law relating to the use of buildings or premises; nor is it intended by this ordinance to interfere with or abrogate or annul any easement, covenant or other agreements between parties; provided, however, that where this ordinance imposes a greater restriction upon the use of buildings or premises than is imposed or required by such existing provisions of law or ordinance or by such rules, regulations or permits or by such easements, covenants, or agreements, the provisions of this ordinance shall control.

SECTION 6. Any building now used for any purpose inconsistent with the provisions of this ordinance may continue to be so used, and may be reconstructed or structurally altered, subject to the following regulations.

(1) No non-conforming use shall be enlarged at the expense of a conforming use.

(2) Nothing herein contained shall require any change in the plans, construction or designated use of a building for which a building permit has been heretofore issued, provided, however, the work of construction must be commenced under such permit within ninety days after passage of this ordinance and must be diligently prosecuted until the completion of the building for which such permit has been granted. Nothing in this ordinance shall prevent the restoration of a building wholly or partly destroyed by fire, earthquake, explosion, act of God or act of a public enemy, or prevent the continuance of the use of such building or part thereof as such use existed at the time of such destruction of such building or part thereof, or prevent a change of such existing use under the limitations provided under (1). Nothing in this ordinance shall prevent the restoration of a wall declared unsafe by the Building Inspector.

SECTION 7. UNLAWFUL USE — CERTIFICATE OF OCCUPANCY. It shall be unlawful to use or permit the use of any building or premises or part thereof hereafter constructed, erected, changed or converted wholly or in part in its use of structure until a certificate of occupancy to the effect that the building or premises or the part thereof so constructed, erected, changed or converted and the proposed use thereof conform to the provisions of this ordinance shall have been issued by the Building Inspector. In the case of such buildings or premises it shall be the duty of the Building Inspector to issue a certificate of occupancy within ten days after a request for the same shall be filed in his office by any owner of a building or premises or the part thereof, so constructed, erected, changed or converted and the proposed use thereof, conforms with all the requirements herein set forth. A temporary certificate of occupancy for a part of a building may be issued by the Building Inspector. Upon written request from the owner, the Building Inspector shall issue a certificate of occupancy for any building or premises existing at the time of the passage of this ordiance certifying after ispection the use of the building or premises and whether such use conforms to the provisions of this ordinance.

SECTION 8. PENALTIES. Any person, firm or corporation violating any provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than $100.00 or by imprisonment for a term not exceeding thirty days, or by both such fine and imprisonment. Such person, firm or corporation shall be deemed guilty of a separate offense for each and every day during any portion of which any violation of this ordinance is committed, continued or permitted, by such person, firm or corporation, and shall be punishable as herein provided.

SECTION 9. DATE OF EFFECT. This Ordinance shall take effect and be in force thirty (30) days from and after its passage and publication.

I hereby certify that Ordiance No. 423, was adopted and passed by the City Council of the City of Oroville at a regular meeting held on June 29th, 1928, on a motion by Councilman Steadman, duly seconded by Councilman Schleef, by the following vote—

AYES: Marks, Baldwin, Schleef, and Steadman.

NOES. None.

ABSENT: Huntington.

W. T. Baldwin, Mayor.

ATTEST: John W. Gibson, City Clerk of the City of Oroville.

APPROVED: Raymond A. Leonard, City Attorney of the City of Oroville.

(SEAL)

First Publication, July 5th.

Last Publication, July 7th.

Exhibit J

400 EMPLOYED IN PEACH PACK AT CITY PLANT

350 Women Registered; Peach Canning Will Last For About 8 Weeks

Peach canning operations started today at the Sunical Packing plant here.

Four hundred persons, mostly women, will be employed, according to Frank Simpson, plant superintendent.

Three hundred and fifty women were registered at the plant this morning and work was launched on the season's pack. It required two and a half hours to register the women. Registration started at 7 a. m. and was completed at 9:30 a. m.

The pack is expected to last eight weeks. The fruit will be obtained from the Hearst orchards on Marysville Road.

July 17, 1930 News Article discussing employment at Sunnical plant.

Exhibit K

Sunnical Cannery Starts Fruit Pack

Peaches Next Week; 1100 To Be Employed Within Short Time; Work Until Sept. 15

With an initial shift of 120 employes, to be increased to approximately 1100 by the end of next week, Hale Orchard Company started production at its Oroville cannery today.

The pack was started on fruit cocktail. The peach run is expected to begin Tuesday with one shift of 500 employes. Operations will be increased by the end of the week with employment reaching the 1100 total, according to C. W. Tilton, Oroville office manager. Employes will work in two eight-hour shifts.

The peach work will continue until about Sept. 15, Tilden said, with the canning of fruit cocktails continuing during the same period.

Salad canning operations were being carried on in one ten-hour shift.

RUN NOT AFFECTED

Peaches will be obtained from the Hearst ranch south of Oroville, the Dunning ranch in the Gridley district, and the Hale orchard in Yuba City. Additional tonnages will be obtained from the Gridley and Yuba City areas.

Work started today at 7 a. m.

Emory Marks, vice president of the company, who was here today to watch the first day's operations, said that death of Charles W. Wilson, president of the company, in San Francisco, will not affect operations. Other officers will take over, he said.

Marks was accompanied by John Jacobs Sr. of San Francisco, who is interested in the company, and John Jacobs Jr.

July 27, 1940 News Article discussing start of Peach pack season and employment numbers at Sunnical.

Exhibit L

1100 Persons Employed Now At Cannery

Every Thursday Is Payday At Busy Local Institution

Peaches flowed through the Oroville cannery today in the greatest volume in three years, giving employment to 1100 persons, working in two eight-hour shifts.

Benefit of the peach payroll was being felt in local business channels, with the biggest payday of the present season set for next Thursday. Workers are paid Thursday of each week.

The number, 500 when Hale Orchard company began the annual peach pack last Monday, was increased to the 1100 total Wednesday.

10,000 CASES PER DAY

Today peaches were going through the plant at the rate of from 8000 to 10,000 cases a day. The plant will reach peak production by the middle of next week, according to C. W. Tilton, Oroville office manager for the company. Peach canning will continue until about September 1, he estimated. Peaches this year are of excellent quality he said.

Trucks carrying from 400 to 600 boxes each roll over the highways from the Hale Orchard company's plant near Yuba City, the Dunning ranch near Gridley and the Hearst and Kister ranches in the River district south of Oroville.

A load of peaches goes through the cannery in 45 minutes from the time it arrives at the receiving platform.

First step is to send the fruit through a battery of peach pitters, each of the 44 machines operated by a woman. The workers pit a maximum of 20 boxes of fruit an hour. The machines were used here for the first time last year.

PITS DROP OUT

The halves and the pit are conveyed automatically to a shaker, which separates the halves and pits. The halves then go into a lye machine, where the lye removes the peel. From this machine the fruit passes into a rotary washer for removal of all trace of lye, and into a hot water blancher. Blanching brings out the color in the fruit and prevents discoloration while the fruit is going through the numerous processes.

The fruit then passes across a sorting table, where ten skilled employes sort the fruit. The good halves then go to the grader, where constant agitation drops them into holes depending on size of the halves. A distributor system carries them on the canning tables and slicers, where women can them according to size and grade.

CAN MEETS PEACH

Fruit not suitable for halves is routed on a different belt and is regraded for slicing.

The packing tables are the converging point for two streams — a stream of fruit on the constantly moving belts, and a stream of cans which are conveyed to the tables automatically from freight cars on a siding outside the plant. The latter equipment will unload 80,000 one pound, thirteen ounce cans in six hours.

ACHIEVE A VACUUM

The cans are trucked from the canning tables to the syrupers. From here they go into exhaust boxes, in which heat expands the can and brings the syrup to the top so that a vacuum pack can be obtained. Other machines seal the cans, and they flow on to the nine cookers, where a temperature of 212 degrees cooks the fruit in from 14 to 18 minutes, depending upon its size and degree of ripeness.

So that it is not too hot to handle, the fruit then is conveyed into coolers, where sprays of cold water come in contact with the cans.

A BUSY PLACE

As the cans come from the coolers, men tray them up on the cooling floor. The cans, still warm, must be left here from 12 to 18 hours so the fruit will not continue to "cook" after it is stacked in the huge warehouses.

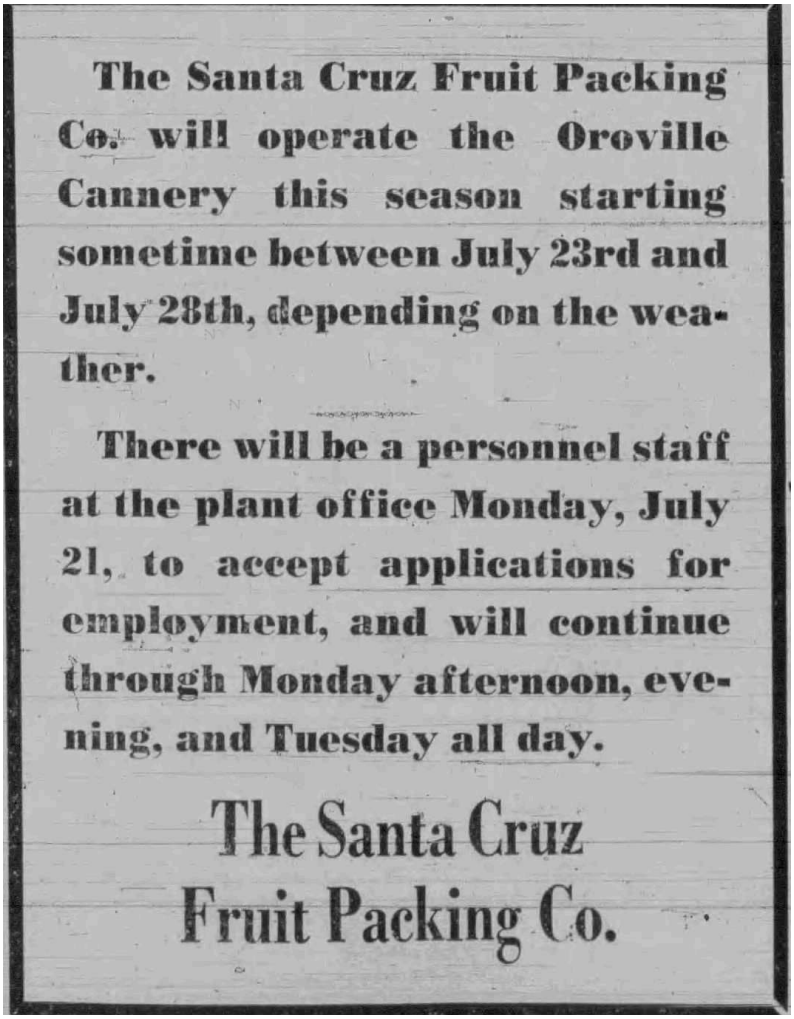
Each can bears a code number which shows the grade, variety and count of the contents.

As the orders come in the fruit is cased and shipped.

It's a busy place, this peach cannery.

August 2, 1940 News Article discussing specifics of processing peaches at the Sunnical Plant, including daily throughputs.

Exhibit M

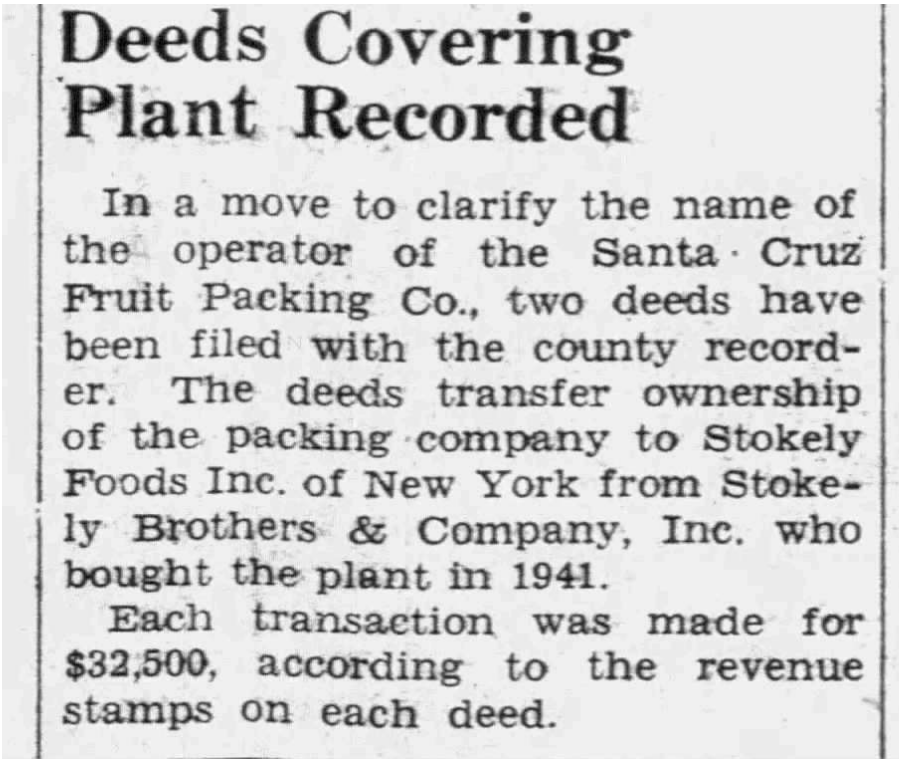


The Santa Cruz Fruit Packing Co. will operate the Oroville Cannery this season starting sometime between July 23rd and July 28th, depending on the weather.

There will be a personnel staff at the plant office Monday, July 21, to accept applications for employment, and will continue through Monday afternoon, evening, and Tuesday all day.

The Santa Cruz Fruit Packing Co.

July 17, 1941 News Article evidencing the sale of the Sunnical Plant to The Santa Cruz Fruit Packing Co. (AKA Stokely-Van-Camp).



Deeds Covering Plant Recorded

In a move to clarify the name of the operator of the Santa Cruz Fruit Packing Co., two deeds have been filed with the county recorder. The deeds transfer ownership of the packing company to Stokely Foods Inc. of New York from Stokely Brothers & Company, Inc. who bought the plant in 1941.

Each transaction was made for $32,500, according to the revenue stamps on each deed.

April 10, 1946 News Article clarifying the name of the operator of the Sunnical Plant as Stokely.

Exhibit N

Stokely Plant Will Increase Its Production

With the fruit cocktail pack expected to be doubled this year in comparison to last year's output, about one-third more workers than usual will be needed at the Stokely Foods Inc., cannery when it starts processing about Aug. 1. The company is taking applications for work from women in outlying districts, including Paradise.

CY GREEN, superintendent, said Tuesday that the company plans to employ three shifts of workers and keep the plant going 24 hours a day. An estimated 800 to 850 women will be hired, in addition to about 350 men.

The equipment, particularly that used to process fruit cocktail, is being overhauled and re-aligned to further speed up production.

THE INCREASED production will mean that fresh fruit usage will also be doubled this year.

Wages for all cannery workers have been increased since last year, according to Green. Women working days will receive a minimum of $1.05 on hour. An additional .05 per hour will be paid to employes working between the hour of 6 p. m. and 6 a. m., giving night help a minimum of $1.10 an hour.

PROCESSING IS expected to start shortly after Aug. 1, when the early peaches are ready. Fruit cocktail will be processed first, and the regular peach pack will be started shortly afterward. The canning of tomatoes is expected to overlap with the peach and fruit cocktail pack. Apricots will not be processed at the local plant this year, Green said, since other Stokely plants will be able to take care of orders.

During the peak of the peach season, the company expects to place pears, peaches and grapes in cold storage and can them after thc peach harvest is completed. This plan will lengthen the cocktail pack operations from 10 days to two weeks.

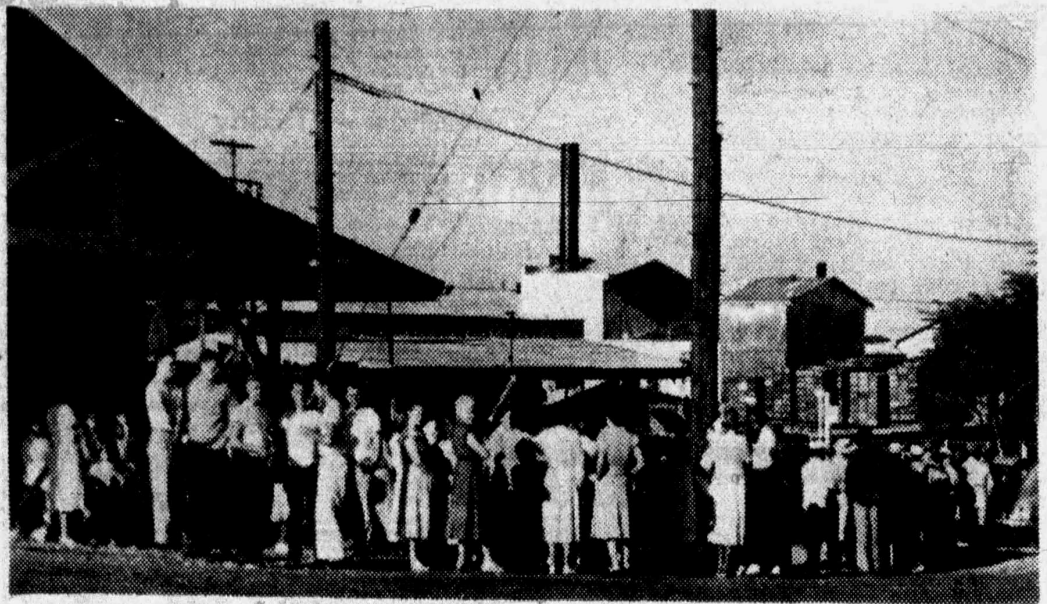
July 14, 1948 News Article discussing operations and employment at the Stokely (Sunnical) Plant.

Exhibit O

August 6, 1953 N[illegible]
Article showing operations
at the Stokely Plant



FIRST FRUIT—Here is the first load of fruit to enter the Stokely Foods cannery in Oroville, as the plant went into production this morning. The fruit is about to be unloaded by a fork-lift and transferred to the cutting room where processing begins. Shipment of fruit into the plant had been delayed for several days because of a strike which was settled earlier this week. Before the season ends, many hundreds of tons of all kinds of fruit will have been processed at the plant. (Mercury photo.)



REPORTING FOR WORK—Here are a few of the workers who began operations at the Stokely Foods plant here in Oroville this morning. The cannery operation got under way after the settlement of a strike earlier in the week. At the peak of the season approximately 700 such workers will be employed at the local plant, according to Myron C. Buck, manager. (Mercury photo.)

Exhibit P

Site Of Ehman Olive Plant Sold

Three Oroville couples have purchased the site of the old Ehman Olive plant on Second Street from the Olive Products Company, according to records filed in the county recorder's office.

The property , which includes a warehouse and the concrete foundation of the olive plant, which burned in 1946, sold for $25,000.

Purchasers, each couple with a one-third interest, are Mr. and Mrs. Hubert Townshend, Mr. and Mrs. Gordon Franklin and Mr. and Mrs. George Wallace.

Several prospects for development of the site are being considered, but no definite plans have been made, Franklin said.

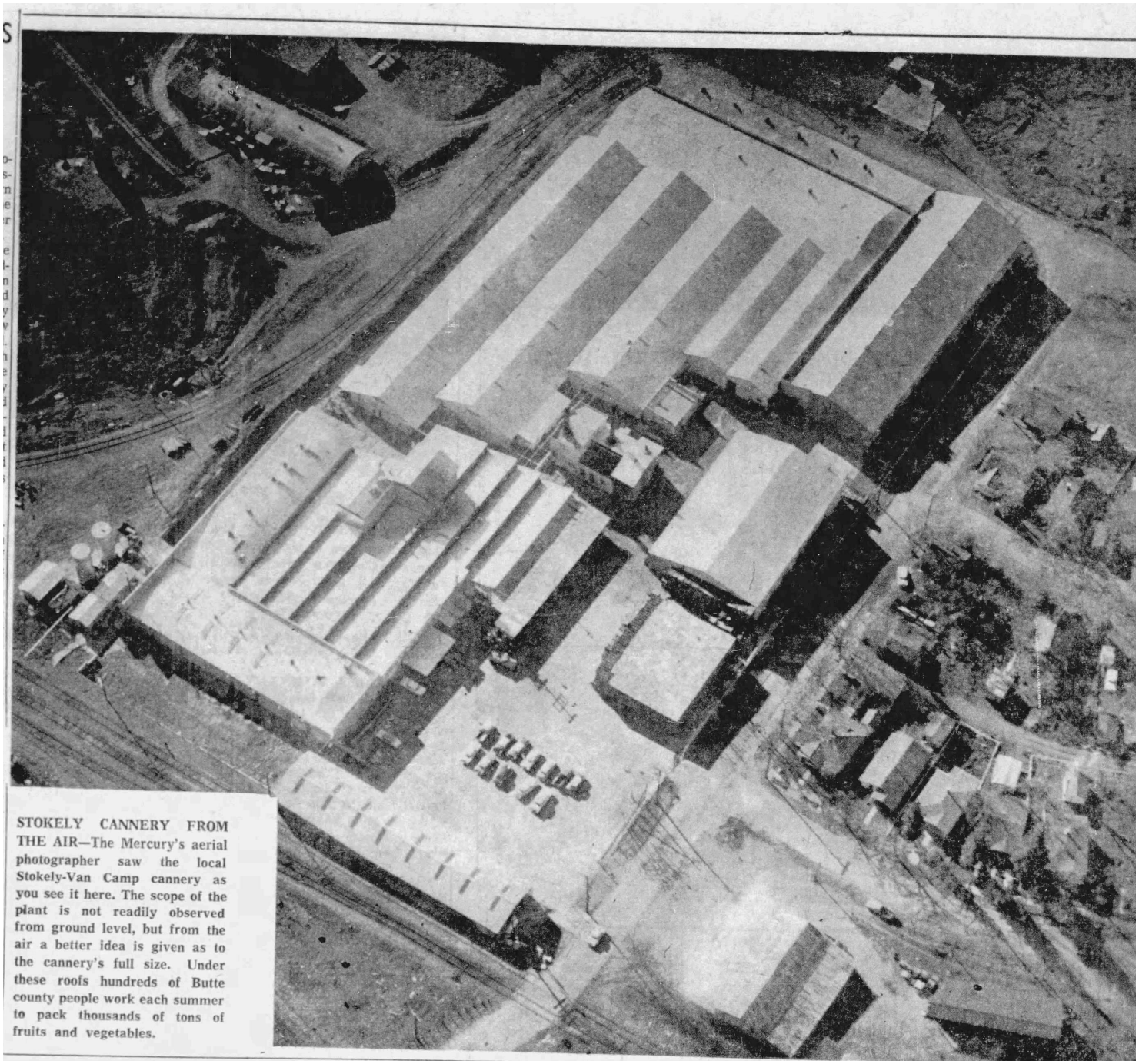
The Olive Products Company will continue its regular operations at the Mt. Ida Packing plant on the south side of Mitchell avenue. S. J. Tupper is the company president, and Vern Tannehill is the secretary.

Mrs. Townshend, Mrs. Franklin and Wallace are brother and sisters.

May 23, 1956 News Article discussing Olive Products Company's main operations occurring at Mitchell Ave.

Exhibit Q

May 20, 1958 Aerial image of the Stokely Plant



STOKELY CANNERY FROM THE AIR—The Mercury's aerial photographer saw the local Stokely-Van Camp cannery as you see it here. The scope of the plant is not readily observed from ground level, but from the air a better idea is given as to the cannery's full size. Under these roofs hundreds of Butte county people work each summer to pack thousands of tons of fruits and vegetables.

Exhibit R

Cannery Assembly Lines End Record-Setting 53-Day Season

By JACK STOUT

C. Myron Buck, manager of the Stokely-Van Camp cannery, leaned back in his swivel chair and packed his pipe.

That's all the packing he will be supervising for the next 10 months for the Cannery assembly lines have clanked to a record-breaking standstill at the end of this year's 53-day season.

Buck credits the detailed planning by the permanent personnel, numbering 35, and the cooperative effort of the temporary workers, numbering a record 850 this year, with making the 1966 pack run smooth as a fine watch.

There were no complications from the use this year on new equipment that added cling peaches to the cannery's line and the new addition helped boost the plant's pack to over 2 million cases for the first time.

Buck, supervisor of the plant since moving to Oroville from Modesto in 1941, puffed contentedly on his pipe as he recalled how starting with the 700,000 cases packed in 1950 the plant's output has steadily climbed since.

Before the addition of the $150,000 in new equipment to handle the cling peach line this year, the plant had reached what was considered its maximum output of 1,750,000 cases last year.

Fruit cocktail is the prime pack here and the plant cans under a variety of labels in addition to the Stokely brand. While the major portion of the plant's work force is on the job only about two months out of the year, the cannery has a profound influence on the economy of the area.

Local Payroll

The approximately $800,000 paid in salaries to the temporary personnel this year was almost 100 per cent to local residents.

Mobilization by Buck's permanent staff of the seasonal workers would be a lesson to experts in military logistics. One day the plant was sitting idle. Next day it was receiving long lines of trucks loaded with peaches, cherries, pears and pineapple and the fruit was being converted into fruit cocktail. Cans carrying the Stokely label and other brands including Town House, Finast, A-P and Kroger, started flowing off the line and into cases. A third of the pack has already been distributed to waiting markets and other storage areas. The warehouse here has 1,250,000 cases ready for shipment. It is the filling of orders from the warehouse here and preparation for next year's canning season that keeps the permanent staff busy the other 10 months of the year.

Tomato Paste, too

Tomato paste, packed under a variety of labels or in cans to be labeled later, complete the canning line of the local plant.

Started over 50 years ago before dredges searching for gold turned the area to the west and south of the plant into a rocky wasteland, the local cannery was once a part of the vast Hearst interests. It was purchased from Hearst by Stokely Brothers in 1941.

When the plant was first constructed it was designed to pack the peaches grown in the immediate area. Those peach orchards fell before the dredges.

The plant has had two name changes since it operated as Stokely Brothers in 1941. The name was changed to Stokely Foods before its present corporate name.

Some Wasted Effort

This year's record-breaking pack of 2,009,000 cases was not accomplished without some wasted efforts on the part of the cannery.

Company trucks made 30 to 40 trips to the dump daily to dispose of rejected fruit, fruit pits and other heavy waste material.

In all 2,000 tons of peaches were rejected by the inspectors as not meeting quality standards and were hauled to the dump.

Quantity of fruit packed in the 53-day season is staggering. The pack used 15,000 tons of cling peaches.

Costs of the raw materials included $1,200,000 for peaches, $400,000 for pineapple, $500,000 for cherries, $750,000 for pears and $250,000 for grapes.

Pack Was Sweet

And it was one sweet pack. Buck said that 800,000 gallons of sugar syrups were used this season.

Buck, his 65 years sitting lightly on his broad shoulders, is espeically happy over an economical facet of the plant's continuing operation. He explained that while labor costs go up 5 per cent a year and there is a corresponding increase in the price for raw materials and equipment the cost to the consumer is held down. Mechanization increasing the efficiency of the canning is the key.

Buck cited Department of Agriculture statistics to show that food costs only 19 cents of today's pay check dollar where 15 years ago 26 cents of the take home pay dollar went for food. It now takes a worker 37 hours work to pay his monthly food bill where 15 years ago it took 60 hours, he added.

September 28, 1966 News Article discussing Stokely's record-breaking season and plans to upgrade the Plant.

Exhibit S

December 17, 1971 News
Article discussing
Stokely's sale of the Plant
to Pacific Coast Producers

Sale of Oroville Cannery Confirmed

Sale of three Stokely Van Camp plants in California, including the one here, has been a loosely kept secret for several months.

A formal press release, explaining the details of a Jan. 1, 1972, takeover of the plants here and in Lodi and Santa Cruz, is to be made next week, according to a memorandum from Stokely's general offices in Indianapolis, Ind., to all suppliers.

The three California fruit and vegetable canneries were sold to Pacific Coast Producers.

In the memo to suppliers, Stokely said:

— All current open Stokely corporate and plant purchase orders printed packaging material (shipping cases and labels) will remain valid until further notice.

— All other current open Stokely purchase orders are canceled as of the close of business Dec. 31. Suppliers are warned not to ship materials that cannot be received by Dec. 31.

— As of Jan. 1, 1972, the Indianapolis (Not Oakland) Corporate Purchasing Department will issue a new Stokely purchase order for pre-printed shipping cases and labels.

— As of Jan. 1, 1972, Pacific Coast Producers will use its own purchase order forms.

— Stokely's holdings in California after Jan. 1, 1972, will still include a canning plant at Oakland, a distribution warehouse and a can manufacturing plant at Lodi, a distribution warehouse at Los Angeles, and frozen food plants at Oxnard and San Jose.

Exhibit T

PUBLIC NOTICE PUBLIC NOTICE

CITY OF OROVILLE
ORDINANCE NO. 1167

AN ORDINANCE RESCINDING ORDINANCE NO. 846, AND ENACTING A COMPREHENSIVE ZONING ORDINANCE IN COMPLIANCE WITH THE GENERAL PLAN.

The Council of the City of Oroville do ordain as follows:
Section 1. That Ordinance No. 846, is hereby repealed.
Section 2. That a Comprehensive Zoning Ordinance is hereby enacted as follows:

CHAPTER 26
OROVILLE ZONING ORDINANCE
ARTICLE I - IN GENERAL

DIVISION 1 ADOPTION AND APPLICATION
26-1 ADOPTION OF ZONING CODE.
This chapter entitled "Oroville Zoning Ordinance" is hereby adopted as the official zoning ordinance of the City of Oroville, State of California, and made a part of the Code of the City.
26-2 SHORT TITLE
This chapter shall be known as, may be cited and referred to as "The Oroville Zoning Ordinance".
26-3 APPLICATION
This chapter shall apply to all real property, together with all improvements located thereon, and uses thereof, with the exception of public streets and alleys, and overhead and underground public utility distribution and transmission lines. However, routes of proposed electrical transmission lines shall be submitted to the Planning Commission for approval.
DIVISION 2 DECLARATION OF NECESSITY
26-4 PURPOSEE OF THIS CHAPTER
The purpose of this chapter is to provide for specific guidelines for the development of the City in such a manner as to achieve progressively the general arrangement of land uses and implement the policies depicted in the General Plan. More specifically, the chapter is to achieve the following objectives:

to regulate and limit the height, number of stories, and size of buildings and other structures hereafter designed, erected or altered;

to regulate and determine the size of yards and other open spaces;

to regulate and limit the density of population;

to divide the City into zones of such number, shape, and areas as may be deemed best suited to carry out these regulations and provide for their enforcement;

to protect, conserve, stabilize and enhance real property values and the City's natural assests;

to provide adequate open space for light and air and to prevent and fight fires;

to promote the safe, effective traffic circulation system, the provision of adequate off-street parking and truck loading facilities;

to provide adequately for community facilities and utilities such as parks, schools, transportation, sewerage, water, gas, electricity, etc.;

to promote, protect, and preserve the general public health, safety, and welfare all as part of the General Plan of the City of Oroville
26-5 through 26-8 RESERVED
DIVISION 3 DEFINITIONS
26-9 GENERAL
The words, terms and phrases used in this chapter shall be given the meaning commonly ascribed in the English language. Certain words and phrases shall be deemed to have the meaning ascribed to them in Sections 26-10 through 26-35.
26-10 A
ACCESSORY BUILDING:
See Building, Accessory.
ACCESSORY USE:
A use incidental and subordinate to the principal use of a lot or building located upon the same lot, parcel, or area.
AGRICULTURE:
The tilling of soil, the raising of crops, horticulture, livestock farming, dairying or animal husbandry, including all uses customarily incidental thereto, but not including slaughter houses, feed yards, hog farms, fertilizer works, bone yards or plants for the reduction of animal matter or any other industrial or agricultural use which is similarly objectionable because of noise, odor, smoke, dust or fumes.
ALLEY:
Any public thoroughfare or right-of-way less than forty (40) feet in width which affords a secondary means of access to property, where such property is accessible by a street as defined in this section.
APARTMENT:
One or more rooms in an apartment house intended or designed to be occupied by one family for living and sleeping purposes and containing kitchen and bath facilities.
APARTMENT HOUSE
A building or portion thereof other than a hotel or motel, designed for and or used to house three (3) or more families, living independently of each other.
AUTOMOBILE COURT:
Same as Motel.
AUTO WRECKING:
The wrecking or dismantling of used motor vehicles or trailers, or the storage of, sale of, or dumping of dismantled, partly dismantled, obsolete or wrecked motor vehicles or their parts.
26-11 B
BAKERIES:
Establishments retailing bakery goods. Bakery goods may be produced on premises provided at least seventy-five (75) per cent are sold retail on premises.
BAKERY PLANT:
Establishments producing bakery goods for wholesale purposes. Bakery plant may have retail outlets provided that no more than twenty-five (25) per cent of the goods produced are sold retail on premises.
BASEMENT:
That portion of a building between the floor and ceiling which is partly below and partly above grade, but so located that the vertical distance from grade to floor is greater than the vertical distance from grade to ceiling.
BLOCK:
All property fronting on one side of a street between intersecting and intercepting streets, or between a street railroad right-of-way, waterway, natural barrier or unsubdivided acreage.
BOARDINGHOUSE:
A building or portion thereof, other than a hotel or restaurant, where meals for five (5) or more persons are provided for compensation on a regular basis.
BREEZEWAY:
A roof structure open on at least two (2) sides attached to and connecting portions of a main building or a portion of a main building and an accessory building.
BUILDING:
Any permanent structure built for the occupancy, support, shelter, or enclosure of persons, or animals, personal property of any kind and or for use in commercial, industrial or other enterprise.
BUILDING, ACCESSORY:
A subordinate building, the use of which is clearly incidental and secondary to that of the main building, on the same lot or parcel of land, which is used exclusively by the occupant of the main building.
BUILDING AREA:
The total amount of ground area occupied by all buildings and structures on a parcel of land.
BUILDING, HEIGHT:
The vertical distance from the average ground level of the highest and lowest point of that portion of the lot covered by the main building to the top most point of the roof of such building.
BUILDING, MAIN:
A building in which is conducted the principal use of the lot upon which it is situated. In any residential district, any dwelling shall be deemed to be a main building on the lot.
BUILDING, NONCONFORMING:
See Nonconforming Building.
BUILDING SITE:
The ground area of a building or group of buildings together with all yard and open spaces as required by this Chapter.
26-12 C
CARPORT:
A permanent roofed structure, not enclosed on more than two sides, used or intended to be used for the shelter and storage of vehicles.
CENTERLINE:
The centerline of a street as referred to in this Chapter shall mean the right-of-way centerline as established by official survey.
CODE:
Shall mean the Municipal Code of the City of Oroville.
CONVALESCENT HOME:
Same as Rest Home.
COURT:
An open, unoccupied space, other than a yard on the same lot with a building, and bounded on two (2) or more sides by such building.
COURT, AUTOMOTIVE:
Same as Motel.
26-13 D
DAY CARE CENTER:
Same as Nursery.
DISTRICT:
An area defined on the official Zoning Map within which certain regulations and requirements or various combinations thereof apply under provisions of this Chapter.
DRIVE-IN THEATER:
Any land, building or structure used for the showing of outdoor motion pictures, for compensation, observance and enjoyment of which is from the patron's automobile.
DWELLING, MULTIPLE FAMILY:
A building or portion thereof designed for and intended for residential use by three or more families living independently of each other, with individual and separate cooking and bath facilities. A multiple family dwelling shall include apartment houses and townhouses, but shall not include motels.
DWELLING GROUP:
A group or row of detached or semi-detached dwellings occupying a parcel of land in one ownership and having a yard, court, or place in common, including apartment houses and townhouses, but not including motels.
DWELLING UNIT:
A building containing one or more habitable rooms designed for occupancy by one (1) family for living and sleeping purposes and including kitchen and bath facilities.
26-14 E
EASEMENT:
A space on a lot or parcel of land and so indicated on a subdivision map or in a deed restriction, reserved for and or used for public utilities and or public uses.
26-15 F
FACTORY APPROVED HOUSING:
Factory approved housing means a residential building, dwelling unit or an individual dwelling room or combination of rooms thereof including units designed for use as part of an institution for resident or patient care, which is either wholly manufactured at an off-site location to be wholly or partially assembled on site as specified in Section 19990 of the State Health and Safety Code.
FAMILY:
One or more persons related by blood, marriage, or adoption, and or no more six (6) unrelated individuals living together as a single housekeeping unit.
FENCE:
A structure forming a physical barrier, made of wire, wood, metal, masonry, or other material, and including hedges; which are further defined as a barrier formed by branches, shrubs, or small trees growing close together in a line with interwoven branches.
FLEA MARKET:
Any land, building, or structure used for the sale, auction and display of goods, products and materials in an outdoor or open-air manner on a temporary basis.
FOSTER HOME:
A family home, non-institutuonal in character which provides twenty-four (24) hour supervision with or without compensation for not more than six (6) children including children of the foster family.
26-16 G
GARAGE, PARKING:
Any building or structure other than a private garage used for the parking or storage of vehicles which is available for public use, whether free or for compensation.
GARAGE, PRIVATE:
An accessory building or portion of a main building, enclosed on three (3) or more sides and designed or used for the shelter or storage of vehicles owned or operated by the occupant of the main building.
GARAGE, PUBLIC:
The use of any building, for the storage, and care or repair of motor vehicles for compensation and profit.
GARAGE, STORAGE:
Same as Parking Garage.
GENERAL PLAN:
Statement of goals and policies adopted by the City Council as a long-range, comprehensive guide to the City's growth and development.
GRADE:
The average of the finished ground level at the center of all the exterior walls of a building or structure.
GROUP HOME:
Same as Foster Home.
GUEST HOUSE:
A guest house is living quarters within an accessory building for the temporary use by guests of the occupants of the main building, and not rented or otherwise used as a dwelling unit.
26-17 H
HEIGHT, BUILDING:
See Building Height.
HOME OCCUPATIONS:
A use, as defined in Section 26-46, conducted within a main or accessory building by the occupant of the dwelling as a secondary use, in which there is no display, no stock in trade, no other persons employed and no mechanical equipment used for commercial purposes not recognized as being part of normal household or hobby use.
HOME, MOBILE:
See Mobile Home.
HOSPITAL:
A building or any portion thereof used or designed for the housing of sick, mentally ill, injured, convalescent or infirm persons; provided that this definition shall not include rooms in any one-, two-, or three-family dwelling, hotel, apartment hotel not ordinarily intended to be occupied by said persons.
HOTEL:
A building designed for occupancy for individuals who are lodged, for compensation, with or without meals, in which there are six (6) or more guest rooms, and in which no provision is made for cooking in any individual room or suite.
HOUSE, APARTMENT:
See Apartment House.
HOUSE, BOARDING:
See Boardinghouse.
HOUSE, GUEST:
See Guest House.
HOUSEKEEPING, APARTMENT:
A building or portion thereof, other than a hotel or apartment where sleeping accommodations are provided, along with centralized kitchen and bath facilities, and no meals are provided.
26-18 I
26-19 J
JUNK:
Any worn out, cast off, or discarded article or material which is ready for destruction or has been collected or stored for salvage or conversion to some use. Any article or material which, unaltered or unchanged and without further reconditions, can be used for its original purpose as readily as when new, shall not be considered junk.
JUNK YARD:
Primary or accessory use of a parcel of land for the dismantling or wrecking of automobiles or other motor vehicles or machinery, or for the storage or keeping of junk, including scrap metals or other scrap materials.
26-20 K
KENNEL:
Any lot, premise, building, or structure, whereon or wherein are kept five (5) or more dogs of at least six (6) months of age whether such keeping is for profit, breeding or exhibition and including places where dogs are boarded, maintained, kept for sale or hire, or trained.
KITCHEN:
Any room or space used or intended or designed to be used for cooking and or preparation of food.
26-21 L
LANDSCAPING:
The planting and continued maintenance of ornamental plant material including tne installation, use and continued maintenance of a permanent irrigation system.
LIVESTOCK ANIMALS:
Animals of a category normally referred to as livestock, including horses, goats, sheep, or cattle, but not including swine.
LOADING SPACE, OFF-STREET:
An off-street space or berth on the same lot with a building or contiguous to a group of buildings for the temporary parking of a commercial vehicle while loading or unloading merchandise or materials, and which abuts upon a street, alley or other appropriate means of access.
LODGING HOUSE:
Same as Boardinghouse.
LOT:
A parcel of land occupied or to be occupied by a use, building, or a unit group of buildings and accessory buildings and uses, under the provisions hereof, including both the building site and all required yards and other open spaces as defined in this chapter, and having the required street frontage.
LOT, CORNER:
A lot located at the intersection of two (2) or more streets or bounded on two or more adjacent sides by street lines.
LOT, INTERIOR:
A lot other than a corner lot.
LOT, KEY:
The first lot to the rear of a corner lot, the front line of which is a continuation of the side line of the corner lot, exclusive of the width of any alley and fronting on the street which intercepts the street on which the corner lot fronts.
LOT AREA:
The total horizontal area included within lot lines of a parcel of land.

LOT DEPTH:
The horizontal length of a straight line drawn from the midpoint of the front lot line to the midpoint of the rear lot line.
LOT FRONT:
The portion of any lot which is adjoining a public street. Where a rectangular or roughly rectangular shaped lot is a corner lot, that portion which adjoins a street and is the lesser, measured lineally, than any other portion adjoining any other street, is the front of the corner lot. Where portions adjoin two or more streets and the lineal measurements of each such adjoining portions are the same, then the front of the lot shall be determined at the option of the owner, but once such front has been so determined, such portion shall be the front of the lot for all purposes provided in this chapter.
LOT WIDTH:
The distance between side lot lines measured at the front lot line.
LOT LINE, FRONT:
A boundary line between a street and abutting property.
LOT LINE, REAR:
A line which is opposite and most distant from the front lot line, and in the case of an irregular, triangular or pie-shaped lot, a line within a lot ten (10) feet in length, parallel to and at the maximum distance from the front lot line.
LOT LINE, SIDE:
Any lot lines other than the front or rear lot lines.
26-22 M
MAIN BUILDING:
See Buildings, Main.
MOBILE HOME:
A vehicle other than a motor vehicle used as housing, designed for human habitation for carrying persons and property on its own structure and for being drawn by a motor vehicle and shall include a trailer coach.
MOBILE HOME PARK:
Any area or premise where space for mobile homes is rented, held for rent or on which free occupancy is permitted to house-trailer owners or users for the purpose of securing their trade but not including automobile or trailer sales lots, on which unoccupied house trailers are parked for inspection and sales.
MODULAR HOUSING:
See Factory Approved Housing.
MOTEL:
A building or group of attached or detached buildings containing individual guest rooms or apartments where a majority of such rooms or apartments open individually and directly to the outside, and where garage is attached or a parking space is conveniently located to each unit, for the temporary use by automobile tourists or transients, and such shall include automobile courts and motor lodges.
MOTOR LODGES:
Same as Motel.
26-23 N
NONCONFORMING BUILDING:
A building or structure or portion thereof existing at the time this ordinance became effective, which was designed, erected or structurally altered, for a use that does not conform to the use regulations of the zone in which it is located or a building or structure that does not conform to all the height and area regulations of the zone in which it is located.
NONCONFORMING LOT:
A lot which does not conform to the area and width regulations of the district in which it is located or which does not conform to the subdivision regulations.
NONCONFORMING USE:
A use which lawfully occupied a building or land at the time this ordinance became effective and which does not conform with the use regulations of the zone in which it is located.
NURSERY:
A use wherein day care for five (5) or more children under the age of six (6) years is provided for compensation or free.
NURSING HOME:
Same as Rest Home.
26-24 O
OFFICE:
Same as Professional Office.
OPEN AIR THEATER:
Same as Drive-in Theater.
OPEN PORCH:
An open, uncovered and unenclosed landing or platform.
OUTDOOR ADVERTISING SIGN:
Any notice or advertisement, pictorial, or otherwise used as an outdoor display or visible from outside a building for the purposes of advertising the property or the establishment or enterprise, including goods and services, upon which the sign is exhibited. This shall not include official notices issued by any court or public body or offices of directional warning or information sign or structures required or authorized by any public agency.
26-25 P
PARKING AREA, PUBLIC:
An open area, other than a street or alley which is paved, or otherwise surfaced, and used for the parking or storage of vehicles and available for public use whether free, for compensation or as an accommodation for patrons, customers, or clientele of a business, professional office of other commercial enterprise.
PARKING GARAGE:
See Garage, Parking.
PARKING LOT:
Same as Parking Area, Public.
PARKING SPACE:
A space within a lot or public parking area or a building or parking garage exclusive of driveways, ramps, columns, office and work area, for the temporary parking or storage of one (1) vehicle.
PLANNED UNIT DEVELOPMENT:
An area of land controlled by a landowner, which is, has been, or is proposed to be developed as a single entity for any residential or neighborhood commercial endeavor, the Plan for which need not conform in lot size, bulk or type of structure, number of structures per lot, height or yard regulations established for the affected district or districts by any other articles of this chapter. Such development will be permitted only after a Planned Unit Development Permit is secured.
PROFESSIONAL OFFICE:
A building or portion thereof designed, constructed, used or usable by professional persons, including, but not limited to, accountants, architects, dentists, doctors, engineers and lawyers.
26-26Q
26-27R
RECREATIONAL VEHICLE:
A travel trailer, pickup camper or motorized home with or without motive power, designed for human habitation for recreational or emergency occupation.
RECREATIONAL VEHICLE PARK:
Any area or tract of land within a designated recreation area, where one or more travel trailers, camp cars or tent camping lots are rented or held out for rent and which is occupied for not more than six (6) months in any calendar year.
REST HOME:
The premises used for the housing of and caring for the ambulatory aged or infirm, which premises require a license from the State or County. There shall be only incidental convalescent care not involving a physician residing on the premises. There shall be no surgery or other similar activities such as are customarily provided in sanitariums and hospitals.
ROOMING HOUSE:
Same as Boardinghouse with the exception that no meals are provided.
26-28 S
SANITARIUM:
Same as Hospital.

SERVICE STATION:
Any building structure, premise or other place used primarily for the retail sale and dispensation of motor fuels, lubricants and motor vehicle accessories, and the rendering of services and minor repairs to such vehicles but not including painting or body and fender repair.
SETBACK LINE, FRONT:
The minimum distance allowable between the front of a building and the front lot line of a building site.
SETBACK LINE, REAR:
The minimum distance from any building on a lot to the rear lot line of that parcel.
SETBACK LINE, SIDE:
The minimum distance from a building on a lot to the side lot line of that parcel.
SIGHT DISTANCE AREA:
A triangular area, on a corner lot or reverse corner lot bounded by the lot line of such corner lot and a line joining points along such lot lines fifteen (15) feet from the point of intersection of the front and side lot lines.
SIGN:
Every advertising message, announcement, declaration, display, illustration, insignia, surface, or space erected or maintained in view of the observer thereof for identification, advertisement, or promotion of the commerical interests of any person, entity, product, or service.
SIGN AREA:
The area of a sign without a border placed on the wall of a building shall be computed by enclosing the entire sign within sets of parallel lines touching the outer limits of the sign message and computing the area thus enclosed. The area of other signs shall be calculated by adding the outer dimensions of all faces capable of presenting a sign message including the standard and the frame.
SIGN, OUTDOOR ADVERTISING:
See Outdoor Advertising Sign.
SITE, BUILDING:
See Building Site.
STABLE, PRIVATE:
A detached accessory building for the keeping of horses owned by the occupants of the premises and not kept for remuneration, hire or sale.
STABLE, PUBLIC:
A stable other than a private stable, operated for the hire of horses or the board or training of horses that are owned by persons other than the operator of the stable.
STORY:
That portion of a building included between the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement or cellar is more than six (6) feet above grade, such basement or cellar shall be considered a story.
STREET:
A public thoroughfare including public roads and or highways which affords principal means of access to abutting property. Street includes avenue, place, way, boulevard, highway, road and any public throughway except an alley.
STREET LINE:
The boundary line between street right-of-way and abutting property.
STRUCTURE:
A structure is anything constructed or erected which requires permanent location on the ground, or attached to something having permanent location on the ground, including signs and billboards, but not including fences or walls used as fences or any similar object.
STRUCTURAL ALTERATION:
Any change in the supporting members of a building, including bearing walls, columns, beams or girders, floor joist, ceiling joist or roof rafters.
26-29 T
TOURIST COURT:
Same as Automobile Court.
TRAILER, AUTOMOBILE:
Same as Mobile Home.
TRAILER COACH:
Same as Mobile Home.
TRAILER COURT:
A lot or parcel of land which is so constructed, designed or arranged as to be used or usable for the temporary accommodation or parking of auto trailers, trailer coaches, or travel trailers, for compensation or profit.
TRAVEL TRAILER:
A portable structure built upon a semi trailer chassis, designed to be used as a temporary dwelling for travel, recreation, and vacation uses. It is designed to be moved upon the highway without a special permit.
26-30 U
USE:
The purpose for which land or a building is arranged, designed or intended or for which either land or a building is or may be occupied or maintained.
USE, ACCESSORY:
See Accessory Use.
USE, NONCONFORMING:
See Nonconforming Use.
26-31 V
VEHICLE:
A device by which any person or property may be propelled, moved or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks.
26-32 W
WRECKING, AUTO:
See Auto Wrecking.
26-33 X
26-34 Y
YARD:
An open space unoccupied and unobstructed from the ground upward other than a court, on the same lot with a building.
YARD, FRONT:
A yard extending across the full width of the lot, the depth of which is the distance between the front lot line and the main wall of the building.
YARD, REAR:
A yard extending across the full width of the lot between the most rear main building and the rear lot line. The depth of the required rear yard shall be measured horizontally from the nearest part of a main building toward the nearest point of the rear lot line.
YARD, SIDE:
A yard, between a main building and the side lot line, extending from the front yard to the rear yard. The width of the required side yard shall be measured horizontally from the nearest point of the side lot line toward the nearest part of the main building.
26-35 Z
ZONE:
A district as defined in this Chapter.
ZONING MAP:
An official map subscribed by the City of Oroville and on file with the City of Oroville which serves to delineate the boundaries of each district as defined herein.
ZONING PLAN:
Same as Zoning Map.

ARTICLE II — USE DISTRICTS

DIVISION 1 GENERAL PROVISIONS
26-36 DISTRICTS ESTABLISHED
In order to carry out the purpose and provisions of this chapter, the City is hereby divided into the following districts:
H-R Hillside Residential
S-R Suburban Residential
R-1 Single Family Residential
R-2 Multiple Family-Duplex Residential
R-2M Medium Density Multiple Family Residential
R-3 High Density Multiple Family Residential
R-P Multiple Family Residential-Professional
N-C Neighborhood Commercial
C-1 Restricted Commercial
C-2 Heavy Commercial
H-C Highway Commercial
C-L-M Commercial Light Manufacturing
M-2 Industrial
O Open Space
P-Q Public or Quisi-Public Facilities
P-D Planned Unit Development
U Unclassified
26-37 ADOPTION OF ZONING MAP
That particular map entitled "Zoning Map for the City of Oroville" is hereby adopted as the Official Zoning Map of the City of Oroville and is attached as Exhibit A and is made a part of this chapter.
26-38 ZONING MAP PROVISIONS
Where uncertainly exists as to the boundary lines of any district delineated on the Zoning Map, the following rules shall apply in determining the exact location of such boundary lines:
a. Where the boundary lines, as indicated on the Zoning Map, approximately follow property, street or alley lines, such lines shall be deemed to be the boundary of such zoning district;
b. Where a boundary divides a lot, the location of such boundary, unless indicated by dimension, shall be determined by use of the scale appearing on the Zoning Map.
c. Where a public street or alley is officially vacated or abandoned, the regulations applicable to abutting property shall apply.
d. A symbol indicating the zoning classification of property in the Zoning Map shall in each instance apply to the whole of the area within the district boundaries.
26-39 DISTRICT BOUNDARY CHANGES
Changes in the boundaries of any district shall only be made by ordinance amending the Zoning Map. If changes occur, in accordance with the provisions of this chapter or state statutes, they shall be indicated on the Zoning Map promptly after approval of the amendment by the City Council. No changes of any nature shall be made in the Zoning Map or matters shown therein except in conformity with the procedures set forth in this chapter.
26-40 ZONING OF ANNEXED AREAS
Any property which is annexed to the City of Oroville shall possess the zoning classification indicated on the detailed prezoning map; such portions of the prezoning map shall become a part of the City's Zoning Map and be subject to all provisions of this chapter. In the event that a given area to be annexed to the City has not been prepared in accordance with Section 26-41, that area shall be in an unclassified or "U" district.
26-41 PREZONING OF UNINCORPORATED AREAS
The City of Oroville may prezone that unincorporated territory recognized as part of the general planning area for the purpose of determining the zoning that shall apply to such property in the event of annexation to the City. For this purpose, a detailed prezoning map may be prepared and adopted.

DIVISION 2 GENERAL REGULATIONS

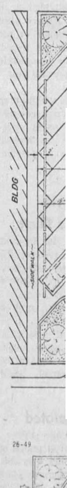
26-42 GENERAL RESTRICTIONS
All sections of this chapter shall be subject to the following general provisions and exceptions:
a. No building shall be erected, converted, reconstructed, or structurally altered nor shall any building or land be used for any purpose other than is permitted in the district in which such building or land is located.
b. No building shall be erected, reconstructed, or structurally altered to exceed the height or bulk limits herein established for the district in which such building is located.
c. No lot area shall be so reduced or diminished so that the yards for other open spaces shall be smaller than prescribed by this code.
d. No yard or open space provided with any building for the purpose of complying with the provisions of these regulations shall be considered as providing a yard or open space for any other building. Provided further that no yard or open space or adjoining property shall be considered as providing a yard or open space on the lot whereon a building is to be erected.
e. Every building hereafter erected shall be located on a lot as defined herein; in no case shall there be more than one building on one lot except as provided in this code.
f. No permit shall be issued for any sign and no sign shall be constructed or maintained which has less horizontal or vertical clearance from communication lines and energized electrical power lines than that prescribed by the laws of the State of California or rules and regulations promulgated by agencies thereof.
g. Signs showing the location of Public Telephones and signs placed by a Public Utility to show the location of underground utilities, may be erected in any district subject to the approval of the Planning Commission.
26-43 RELATIONSHIP TO OTHER REGULATIONS AND PRIVATE RESTRICTIONS
a. Where conflict may occur between the regulations of this Chapter and any Building Code or other regulations and statutes effective within the city, the more restrictive of any such regulations shall apply.
b. It is not intended that this chapter shall interfere with or abrogate or annul any easement, covenant or other agreement now in effect, provided, however, that where this chapter imposes greater restrictions than are imposed or required by other ordinances, rules or regulations, or by easements, covenants or agreements, the provisions of this chapter shall apply.
26-44 REGULATIONS ARE MINIMUM
In interpreting and applying the provisions of this chapter, unless otherwise stated, they shall be held to be the minimum requirements for the promotion and protection of the public safety, health and general welfare.
26-45 ACCESSORY BUILDINGS
a. A detached private garage or accessory building not exceeding fifteen feet in height and without living quarters may not occupy more than fifty (50) percent of the area of a required rear yard.
b. A detached accessory building may be constructed on the property line on the rear half of any lot, in any district, provided that a one-hour fire wall, with no openings, abuts the property line, except where such line is on an alley, then the accessory building must be set back fifteen (15) feet from the centerline of the alley.
c. When any portion of a detached accessory building is located to the side, front or rear of the main building, it shall be at least six (6) feet from the main building.
d. Attached accessory buildings shall be allowed in all districts and shall provide and maintain the same front and side yard regulations as the main building.
e. Private garages, carports and other accessory buildings may be attached to and have a common wall with the main building or, when located as required by this chapter, may be connected thereto by a breeze-way.
26-46 HOME OCCUPATIONS
a. Permit Required. No home occupation shall be established unless a use permit has been issued by the Planning Commission in accordance with the provisions of this section.
b. Occupations. The home occupation permit may be issued by the Planning Commission for uses customarily conducted in the home and incidental to the normal residential use of the home. Temporary home occupation permits may be issued for severely handicapped persons where the following criteria is met.
c. Criteria. All home occupation use permits shall be subject to the following criteria:
1. The home occupation use shall be confined to one room located within the dwelling unit or accessory building.
2. There shall be no use of material or mechanical equipment not recognized as being part of normal household or hobby use.
3. The use shall not generate pedestrian or vehicular traffic beyond that normal to the district in which it is located.
4. There shall be no excessive or unsightly storage of materials and or supplies, indoor or outdoor.
5. It shall not involve the use of signs or structures other than those permitted in the district of which it is a part.
6. Employment shall be confined to the residents of the dwelling unit and shall not exceed two (2) persons engaged therein.
7. No more than one home occupation permit shall be granted per dwelling unit.
8. No more than one truck of no larger size than three-quarter ton shall be permitted in conjunction with any home occupation.
9. No home occupation permit shall be issued which involves food handling, processing or packing.
10. There shall be no addition, alteration or remodeling permitted in connection with any home occupation.
11. No home occupation shall be permitted which creates noise, odor, dust, vibration, fumes or smoke readily discernible at the exterior boundaries of the parcel on which it is situated.
12. Home occupations shall comply with all Federal, State, County, and local regulations, statutes and provisions.
13. No home occupation shall be permitted which will create any electrical disturbance adversely affecting the operation of any equipment located in any other dwelling unit or on property not owned by the persons conducting said home occupation.
d. Validity. A home occupation permit shall be valid only as to the occupation and residence for which it is issued. Said permit shall be valid 1) until revoked, 2) for a predetermined time period set by the Planning Commission, or 3) when the occupation for which the permit is granted is discontinued for a period of one (1) year.
e. Abatement.

1. Following written notification to permittee and a subsequent public hearing, the Planning Commission may revoke a Home Occupation Permit upon a determination that the occupation has been and is conducted so as to create a nuisance, or other undesirable condition interfering with the public health, safety, or general welfare or is a violation of the provisions or conditions of this chapter.
2. Any person may initiate proceedings for the revocation of a home occupation permit by filing a statement with Planning Commission which sets forth the grounds upon which he believes the permit should be revoked.
26-47 YARDS
a. No yard or other open space provided about any building for the purpose of complying with the regulations of this Chapter shall be considered as providing a yard or open space for any other building or structure, except as provided under provisions of the planned unit development.
b. In any case where a setback line, building line or official Master Street and Highway Plan line has been established, the required yards on street frontage of lots shall be measured from such lines and in no case shall the provisions of this chapter be construed as permitting any structure to extend beyond such lines.
c. No required off-street parking space may occupy any part of any required front yard, or of the side yard on the street side of a corner lot.
d. Open porches, outside stairways and balconies may project into the minimum rear and side yards not more than three (3) feet and into the minimum front yards not more than six (6) feet.
e. Corners, eaves, canopies, chimneys, flues, water softener tanks, air conditioners and similar architectural features, but not including flat walls or window surfaces may project into a minimum side yard provided that such structures or equipment shall not extend or project nearer than three (3) feet to the side lot line.
f. Open fire escapes shall comply with provisions of the Uniform Building Code and State Fire Regulations.
26-48 FENCES AND HEDGES
a. Fences are permissible for all residential districts and are mandatory for other specific uses and shall be erected as required.
b. No electrically charged fences shall be permitted in the City except in SR District where required for containing livestock.
c. No barbed wire or other sharp pointed material shall be used in the construction of a fence unless said material is over six (6) feet above grade, except in S-R District where required for containing livestock.
d. Fences which enclose school grounds, public playgrounds, tennis courts, public swimming pools or other public areas may be erected to a height in excess of six (6) feet.
e. In all residential districts (H-R, S-R, R-1, R-2, R-2M, R-3 and R-P) the requirements are as follows:
1. Front yards. Maximum height above grade not to exceed thirty-six (36) inches except that the fence may be erected to a maximum height of forty-eight (48) inches, provided that any fence which exceeds thirty-six (36) inches is uniformly open to the extent of thirty-three and one-third (33 1/3) percent. Uniformly open shall be construed to mean that the interstices between the solid material of the fence are evenly spaced so as to make vision through the fence possible.
2. Rear yard. Maximum height six (6) feet above grade.
3. Side yards. Maximum height six (6) feet above grade.
4. On a corner lot in any residential district, no fence shall be erected or plants permitted to grow in such a manner as to materially impede vision between the height of two and one-half ($2\frac{1}{2}$) and ten (10) feet above the centerline grades of the intersecting street in the area bounded by the lot lines of such corner lots in a line joining points along such lot lines fifteen (15) feet from the point of intersection of the front and side lot lines.
5. Exceptions.
(a) Corner Lots: On corner lots which are not reversed corner lots, no fence or hedge exceeding thirty-six (36) inches in height shall be permitted closer than five (5) feet to the side street lot line.
(b) Reversed Corner Lots: On reserved corner lots, no fence or hedge exceeding thirty-six (36) inches in height shall be permitted closer than ten (10) feet to the side street lot line.
f. In non-residential districts (N-C, C-1, C-2, H-C, C-L-M and M-2) the requirements are as follows:

The development of any property of a non-residential nature shall include a minimum six (6) foot solid fence along the rear and side property lines when such property abuts or rears on property zoned or used for residential purposes.
26-49 PARKING
Accessible off-street parking and loading areas shall be provided and maintained, as set forth in this chapter, to provide minimum parking and maneuvering room for automobiles and for pedestrian safety based upon the anticipated occupancy of a given building, structure or area of land.
a. When any main building or structure is erected, enlarged or increased in capacity, minimum off-street parking space shall be provided as required by this Chapter.
b. When a change in use creates an increase in the amount of parking required, additional parking space shall be provided.
c. No certificate of Occupancy shall be issued for the use of any building nor a building permit issued for the erection or alteration of any building unless such use or building complies with the regulations of this Chapter.
d. Parking spaces and access driveways shall be graded and drained in accordance with City standards, to alleviate the creation of flooding and drainage problems for the subject property or any surrounding properties.
e. Parking spaces and access driveways shall be surfaced in accordance with standards as established by ordinance to eliminate dust and maintain a passable surface at all times.
f. Post, bumpers, wheel stops, or other acceptable devices shall be provided on all parking spaces located along property lines.
g. Whenever a parking area is lighted, such lighting shall be directed away from residential areas and public streets so as not to produce a glare in order to insure the privacy and well-being of residential areas and safety of vehicular traffic.
h. No portion of any front yard or side yard on the street side of a corner lot shall be used for parking purposes.
i. No sale, storage, repair work, dismantling or servicing of any kind shall be permitted in required parking spaces.
j. Parking areas in commercial and industrial districts shall be fenced along all interior property lines when abutting residential districts by a solid fence of wood, masonry or other solid materials. The height of said fence shall be a maximum of six (6) or a lesser height as approved by the Planning Commission.
k. All parking areas having six (6) or more spaces shall be provided with screening and landscaping along all street side property lines not occupied by driveways. The following standards shall apply:

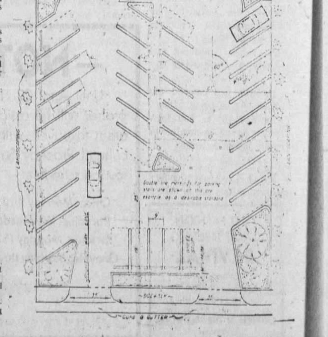
1. A planter not less than thirty-six (36) inches in width provided with an acceptable irrigation system and planted with evergreen shrubs.
2. A screen thirty-six (36) inches in height of either solid or uniformly open materials, with evergreen plants, decorative woods or other materials.
3. One (1) tree shall be provided for every ten (10) parking spaces. Said trees shall be planted in at least four by four (4' x 4') foot tree wells in locations approved by Development Impact Review Committee and shall be provided with a means of irrigation and maintained in a living condition.
l. All uses permitted and not enumerated under the specific regulations for each use district within this Chapter or combination of uses shall furnish parking as required by the Planning Commission.
m. All parking areas shall comply with the standards provided on the following pages.

26-49 GUIDE TO DESIGN 45 DEGREE ANGLE PARKING 26-49



1974 News Article containing a new Zoning Ordinance for the City of Oroville

26-49 GUIDE TO DESIGN 45 DEGREE ANGLE PARKING 26-49



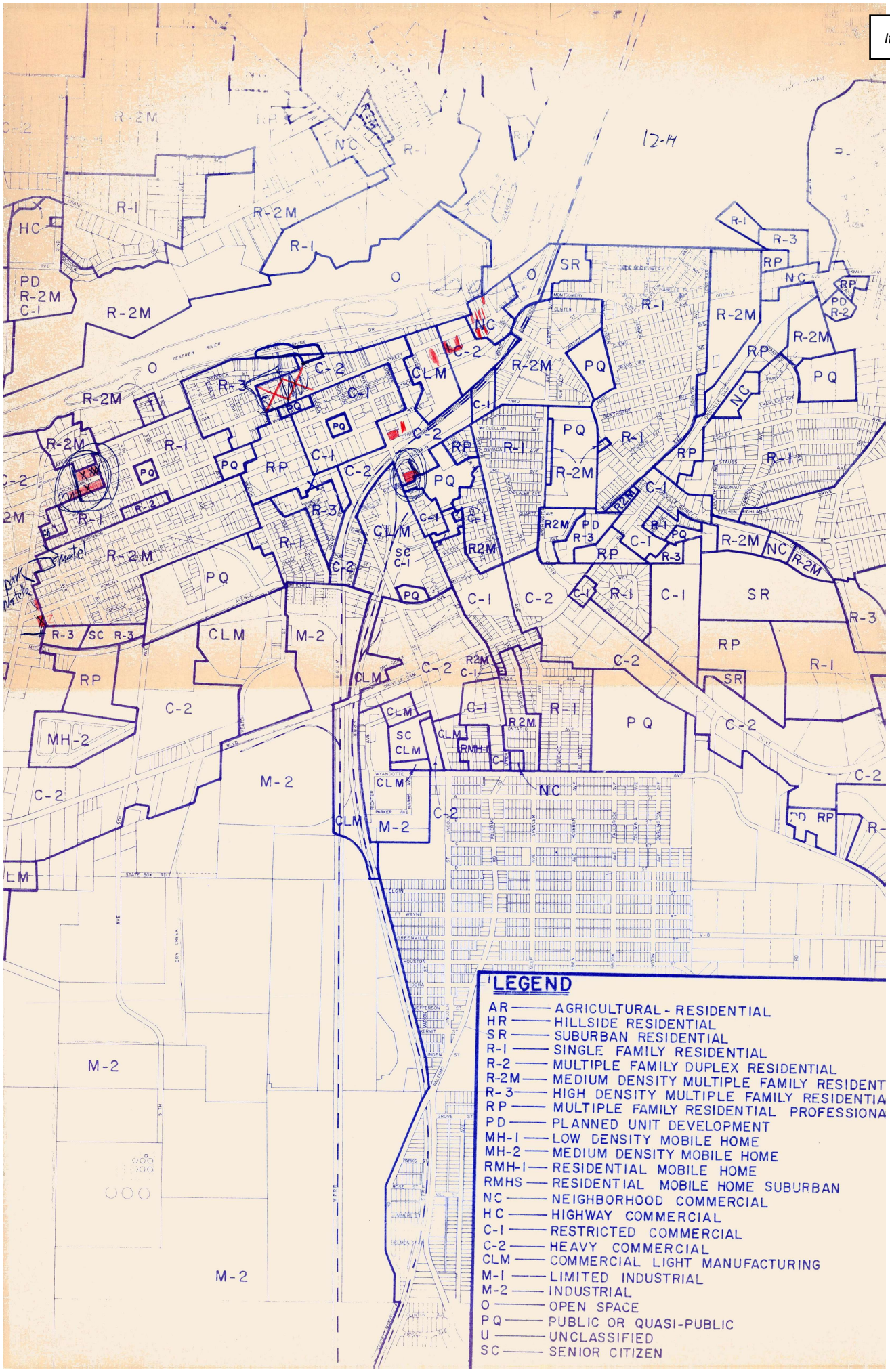

12-14
LEGEND
AR — AGRICULTURAL - RESIDENTIAL
HR — HILLSIDE RESIDENTIAL
SR — SUBURBAN RESIDENTIAL
R-1 — SINGLE FAMILY RESIDENTIAL
R-2 — MULTIPLE FAMILY DUPLEX RESIDENTIAL
R-2M — MEDIUM DENSITY MULTIPLE FAMILY RESIDENT
R-3 — HIGH DENSITY MULTIPLE FAMILY RESIDENTIA
RP — MULTIPLE FAMILY RESIDENTIAL PROFESSIONA
PD — PLANNED UNIT DEVELOPMENT
MH-1 — LOW DENSITY MOBILE HOME
MH-2 — MEDIUM DENSITY MOBILE HOME
RMH-1 — RESIDENTIAL MOBILE HOME
RMHS — RESIDENTIAL MOBILE HOME SUBURBAN
NC — NEIGHBORHOOD COMMERCIAL
HC — HIGHWAY COMMERCIAL
C-1 — RESTRICTED COMMERCIAL
C-2 — HEAVY COMMERCIAL
CLM — COMMERCIAL LIGHT MANUFACTURING
M-1 — LIMITED INDUSTRIAL
M-2 — INDUSTRIAL
O — OPEN SPACE
PQ — PUBLIC OR QUASI-PUBLIC
U — UNCLASSIFIED
SC — SENIOR CITIZEN

Exhibit U

Olive Company Finds New Home

Olive Products Company, a division of Beatrice Foods, has moved from its Mitchell Avenue plant and into another olive plant along Lincoln Boulevard at 1800 Idora St.

Olive Products is a canner of locally-grown olives and has been in Oroville since 1916 and was formerly called The Mt. Ida Packing Company, according to Gordon Franklin, general manager.

The other plant was also an olive cannery owned by Lindsey Olive Company for nearly four years. It had been the Wyandotte Growers cannery before that.

Franklin said he has had an eye on the other plant for several years and that his crews have an increase of about 40 per cent of space.

He said he expects production to increase by about 33 per cent with the larger size.

Olive season in Oroville began last week and Franklin said his firm has been accepting olives in the Escalone, Berone, Sevillano, Manzanillo and Mission varieties. He said about 100 persons will be employed.

He expects to receive about 3,000 tons of olives for processing this year and will can the delicate fruit until at least through February.

Franklin said "fruit looks good this year and it's of good size." Prices are about $170 per 1,000 pounds.

"California agriculture has been a disaster this year and barring any adverse weather conditions we'll have a good crop."

He said an early cold freeze in late October or early November could wipe out a portion of the crop now being picked.

Franklin said inflation in Europe could be a boon to olive growers in the U.S. He said the California canners are looking at green olives as a possible new crop and may begin experimenting this year.

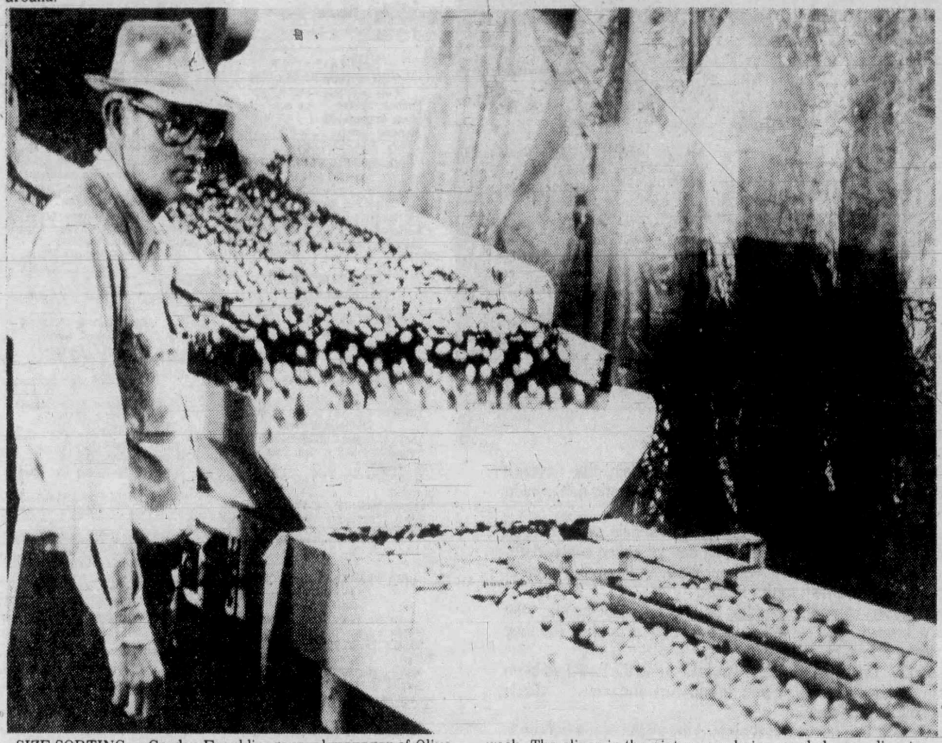
He said the fruit is the same but the process is different and that in the past, U.S. firms couldn't compete with Spanish olive growers on green olives. He said Spain's costs of producing green olives has increased so much that it may be profitable for U.S. firms to begin producing the cocktail-type olives.

Olive Products Company has two labels of their own, plus canning for dozens of other food companies across the nation.

Franklin said his firm may put the old plant, at 1795 Mitchell Ave., up for sale in the spring but hasn't made any firm decisions. He said the Lindsey company had been trucking olives to the Oroville area from the central valley below Sacramento and in the end decided to can them down there also.

Olives are first inspected for quality and then separated by size. Then they are placed in vats for processing for about 14 days. Some varieties of olives need an extra 30 days inside an enclosed vat before final processing.

Franklin said while his firm only cans for about five months, deliveries go on the year around.



SIZE SORTING — Gordon Franklin, general manager of Olive Products Company, looks over the first of the 1976 olive crop he says "looks good." The firm purchased the former Lindsey Olive Plant along Lincoln Boulevard at 1800 Idora St., and has been accepting ripe olives at the new facility for the second week. The olives in the picture are being graded according to size. They then go into vats for processing and then are canned and shipped nationwide. The firm is 60 years old and formerly was located at 1795 Mitchell Ave. next to Pacific Coast Producers.

October 9, 1976 News Article discussing Olive Products Company's move from Mitchell Ave.

Exhibit V

REAL ESTATE SALE CONTRACT

1. PACIFIC COAST PRODUCERS, a California nonprofit agricultural cooperative association (PURCHASER) agrees to purchase at a price of $150,000.00 on the terms set forth herein, all that certain real property situate in the City of Oroville, County of Butte, State of California described as follows:

PARCEL ONE:

Lots 1 to 8 in Block 14, according to that certain Map entitled, "Map of Gray's Addition to Townsite of Oroville", which Map was recorded in the office of the Recorder of the County of Butte, State of California, April 6, 1891 in Map Book 1, Page 69.

ALSO a parcel of land bounded on the North by the Southerly line of the City of Oroville; on the East by the right of way of the Southern Pacific Railroad Company; on the South by the lands formerly owned by the El Oro Dredging Company; on the West by the right of way of the Western Pacific Railroad Company and being 100 feet frontage on the right of way of the Southern Pacific Railroad Company and 240.7 feet frontage on the right of way of the Western Pacific Railroad Company; said Parcel of land being the Easterly portion of the land heretofore deeded to James C. Gray by El Oro Dredging Company by Deed dated February 14, 1906 which said Deed was recorded in the office of the County Recorder of Butte County, California, on February 17, 1906 in Book 90 of Deeds, page 247.

EXCEPTING FROM the Parcel of land last above described and also excepting from Lot 1 of Block 14 referred to a strip of land 10 feet in width off the Westerly side of said parcel, said strip of land adjoining and being parallel with the right of way of the Western Pacific Railroad Company, and extending from the Northerly boundary line of Lot 1 to the Southerly line of the parcel described above, which said strip of land was granted to the Western Pacific Railroad Company by Deed dated October 9, 1916 and recorded October 23, 1916 in Book 161 of Deeds, page 202, records of Butte County, California.

PARCEL TWO:

BEGINNING at a point which lies North 61° 16' East 1111 feet from quarter

section corner between Sections 17 and 18, Township 19 North, Range 4 East, M.D.B.&M., which point is also the Northeast corner of a tract of land conveyed by El Oro Dredging Company to Western Pacific Railway Company by Deed dated September 24, 1906 and recorded in Book 96 of Deeds, at page 157, in the office of the County Recorder of Butte County, and running thence Southerly along the Easterly line of said tract of land, as aforesaid conveyed to Western Pacific Railway Company, 1010 feet more or less to the Southeasterly corner of said Western Pacific Railway Company's land; thence North 67° 29' East 110 feet more or less to a point on the Westerly line of the Southern Pacific Company's right of way as now located; thence Northerly along said Westerly line of said right of way, 1111 feet more or less, to a point on said right of way which point is North 61° 16' East from the quarter section corner between said Sections 17 and 18 and thence South 61° 16' West 125 feet more or less, to the point of beginning.

PARCEL THREE:

Part of the Southwest quarter of the Northwest quarter and of the Northwest quarter of the Southwest quarter of Section 17, Township 19 North, Range 4 East, M.D.M. and being that portion of the hereinafter described tract of land lying Easterly of a line drawn parallel to and 60 feet distant, measured Easterly at right angles from the centerline of the main tract of the Western Pacific Railroad, that is of the following tract:

BEGINNING at the quarter Section corner between Sections 17 and 18, Township 19 North, Range 4 East, M.D.B. & M., and running thence South 0° 9' East along the West line of said Section 17, a distance of 815.8 feet to a point; thence North 67° 29' East 914 feet more or less to a point 127 feet distant from and at right angles to the centerline of the main tract of the railroad of the Southern Pacific Company; thence in a Northerly direction following a line 127 feet distant from and parallel with said centerline of the railroad of the Southern Pacific Company, a distance of 1010 feet, more or less, to a point on the South line of

the tract of land Deeded to James C. Gray by the El Oro Dredging Company February 14, 1906 and recorded February 17, 1906 in Book 90 of Deeds, page 247, records of Butte County; thence South 61° 16' West following the South line of said James C. Gray tract, a distance of 1111 feet, more or less, to the point of beginning.

EXCEPTING FROM Parcels 2 and 3 above described, the following described parcel of land:

BEGINNING at Engineer's Station 54+69.83 on the centerline survey of F. A. S. Route No. 1169 at its intersection with the Easterly right of way line of the Western Pacific Railroad, from which point the one quarter corner common to Sections 17 and 18, Township 19 North, Range 4 East, M. D.B. & M. bears North 63° 50' 41" West 932.12 feet; thence North 1° 25' West (Western Pacific Railroad bearing North 1° 36' West) 43.15 feet along the Easterly right of way line of the Western Pacific Railroad; thence leaving said line North 66° 33' East 109.67 feet to the Westerly right of way line of the Southern Pacific Railroad; thence along said line, Southwesterly on the arc of a curve to the left, having a radius of 5779.65 feet (the long chord of which at this point bears South 2° 37' 23" West 109.00 feet) through a central angle of 1° 04' 50" and an arc distance of 109.02 feet; thence leaving said line South 67° 40' West 100.61 feet to the Westerly right of way line of the Western Pacific Railroad; thence along said line North 1° 25' West 60.35 feet to the point of beginning of this description.

PARCEL FOUR:

A portion of the Southwest quarter of the Northwest quarter of Section 17, Township 19 North, Range 4 East, being a small triangular shaped parcel of land bounded on the East by the Westerly boundary line of the right of way of the Southern Pacific Railroad (100 feet in width), and bounded on the West by the Easterly boundary line of Lot 7 of Block 14, as shown on that certain Map entitled, "Map of Gray's Addition to the Townsite of Oroville", which Map was recorded in the office of the Recorder of the County of Butte, State of California, April 6, 1891 in

Book 1 of Maps at page 69, and bounded on the South by a line having a length 0.69 feet and being the Easterly extension of the South line of said Block 14 as shown on said Map. Said parcel coming to a point at the North end, which point is the intersection of said Westerly line of said Southern Pacific Railroad right of way with the Easterly line of said Lot 7, Block 14 of said Gray's Addition.

The above described parcels include all the land shown in that certain Survey of Olive Products Company and Mt. Ida Packing Company, by D. R. Roper, Civil Engineer, R. C. E. 11553, dated February 1969 and Record of Survey dated March 1969, which Record of Survey was recorded in the office of the Recorder of the County of Butte, State of California, May 13, 1969 in Book 33 of Maps, at page 63.

SUBJECT TO:

General and Special County and Municipal taxes for the fiscal year 1977-78, including possible personal property taxes, now a lien, but not yet due or payable.

Also sewer charges that will be due for Sewer Commission Oroville Region.

Right of Way 10 feet in width for sewer pipe line as described in Deed to the City of Oroville, recorded August 26, 1959 in Book 1016 of Butte County Official Records, at page 114. Affects a strip of land 10 feet in width and running along approximately the Southerly 500 feet of the land described in Parcels two and three herein and lying along or near the Westerly boundary line of the Southern Pacific Railroad right of way.

Encroachment of the improvements situated on the land described herein onto the adjacent land of Southern Pacific on the East and land of Western Pacific on the West, all as shown on a Survey made by D. R. Roper, RCE 11553. Affects Parcels Two

and Three

Also an Encroachment of the right of way of the Southern Pacific onto Lots 5, 6 and 7 of Parcel One, as shown, said Survey by D. R. Roper, RCE 11553.

commonly known as 1795 Mitchell Avenue, Oroville, California, improved with a single story wood frame metal clad building comprising approximately 100,357 square feet, and also a single story building of hollow tile block walls with wood frame metal clad roof, comprising approximately 9,216 square feet, together with the following property presently located thereon:

All equipment, fixtures, furniture, furnishings of any kind and nature whatsoever, now located on Seller's premises including but not limited to, the following list of equipment which is itemized on the attached EXHIBIT "A" and incorporated by reference herein.

2. BEATRICE FOODS CO., A Delaware corporation (SELLER) agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to PURCHASER or nominee clear and merchantable title by a Corporate Grant Deed, and a proper bill of sale, subject only to: (a) private, public and utility easements and roads and highways, if any; (b) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; and (c) general taxes for the year 1977-78 and subsequent years.

3. Purchaser agrees to pay the purchase price, plus or minus prorations, at the time of closing as follows:

(a) The payment of $150,000.00 at closing.

4. The time of closing shall be on August 15, 1977 unless subsequently mutually agreed otherwise, at the office of Oroville Title Company, Oroville, California provided title is shown to be good or is accepted by the PURCHASER.

CONDITIONS AND STIPULATIONS

1. Seller shall deliver, or cause to be delivered to Purchaser, not less than 5 days prior to the time of closing a title commitment for an owner's title insurance policy issued by the Oroville Title Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to;

(a.) the general exceptions contained in the policy

(b.) the title exceptions set forth above. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

2. Real estate taxes levied by Butte County, California are to be prorated as of the close of escrow, based on last available Tax Bill.

3. Seller shall pay the amount of any stamp tax imposed by state law on the transfer of the title and shall furnish a completed Real Estate Transfer Declaration signed by the Seller in the form required.

4. At the election of Seller or Purchaser upon notice to the other party not less than five days prior to the time of closing, this sale shall be closed through an escrow with Oroville Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow agreement then in use by Oroville Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary, notwithstanding, payment of the full purchase price and delivery of the deed, shall be made through the escrow, and this contract and the purchase price of $150,000.00 shall be deposited in the escrow.

5. The cost of the escrow shall be prorated, one-half to be paid by Seller, and one-half to be paid by Purchaser.

6. TIME IS OF THE ESSENCE OF THIS CONTRACT.

7. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing

of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

DATED: _____

PURCHASER:
PACIFIC COAST PRODUCERS

_____
Paul D. Rea, President

ADDRESS: 1601 Civic Center Drive

_____
James S. Moser, Treasurer

Santa Clara, California 95054

DATED _____

SELLER:
BEATRICE FOODS CO.

_____
Executive Vice President

ADDRESS: 120 So. La Salle Street

_____
Assistant Secretary

Chicago, Illinois 60603

EXHIBIT "A"

LIST OF EQUIPMENT

Located at Seller's Plant at 1795 Mitchell Avenue, Oroville, California.

QUANTITY	DESCRIPTION
1	Sewer Hook-Up.
1	Converted Steam Boiler equipped with McDonnell and Miller Inc. Pump Controls and Low Water Cut Off #150 and #157.
1	General Electric "Wall Mounted" Room Air Conditioner.

Bill of Sale

Know All Men by These Presents:

That BEATRICE FOODS CO., a Delaware corporation

the part Y of the first part, in consideration of the sum of ONE dollars, current lawful money of the United States of America, to be in hand paid by PACIFIC COAST PRODUCERS, a California nonprofit agricultural cooperative association

the part Y of the second part, the receipts whereof is hereby acknowledged, do by these presents sell and convey unto the part Y of the second part, its executors, administrators, and assigns

Quantity	Description
1	Sewer Hook up
1	Converted Steam Boiler equipped with McDonnell and Miller Inc. Pump Controls and Low Water Cut Off #150 and #157
1	General Electric "Wall Mounted" Room Air Conditioner

To Have and to Hold the same unto the part Y of the second part, its executors, administrators, and assigns forever.

And so do for its heirs, executors, administrators, covenant and agree with the part Y of the second part, its executors, administrators, and assigns, to warrant and defend the sale of the said property, goods, and chattels, unto the part Y of the second part, its executors, administrators, and assigns, against all and every person and persons whomsoever lawfully claiming or to claim the same.

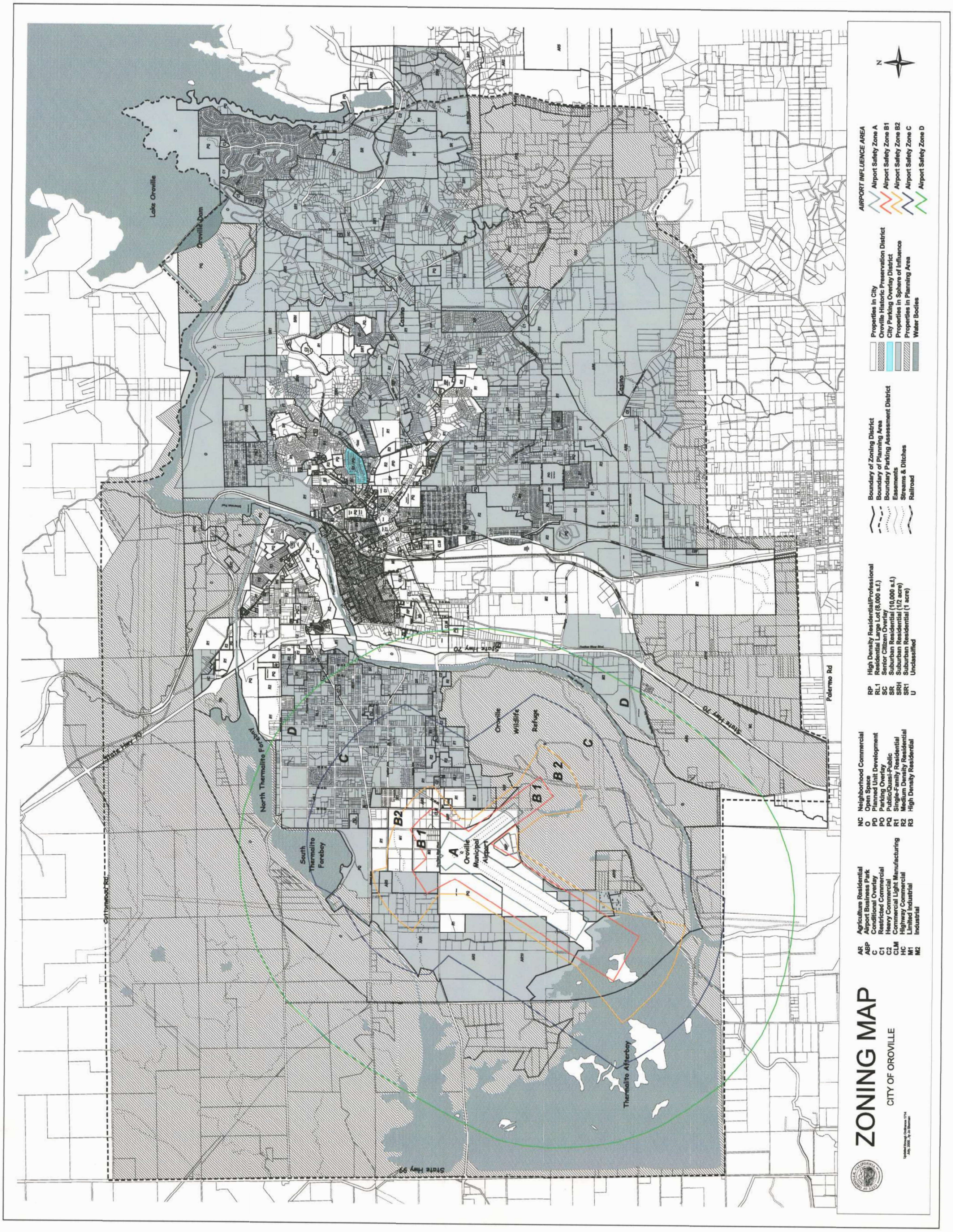
In Witness Whereof the part Y of the first part has executed these presents the 17th day of August one thousand nine hundred and seventy seven

BEATRICE FOODS CO.,
a Delaware corporation

By: Donald P. Eckrich
Exec. Vice President

Exhibit W

2005 Oroville Zoning Map



Attachment 4

Oroville Municipal Code – Nonconforming Uses (Summary)

Section 17.08.140 – Nonconforming Uses:

A lawful use existing at the time of adoption or amendment of zoning regulations may continue.

Such uses are considered legal nonconforming uses.

A nonconforming use may not be reestablished if discontinued for a period exceeding two years.

Maintenance and repair of structures associated with nonconforming uses is generally permitted.

Expansion or intensification may be subject to additional review and approval.

Note: This is a summary. Final attachment should include full code text if required.

CITY OF OROVILLE
STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: CHRIS TENNS, FIRE CHIEF

RE: FIRE DEPARTMENT COST RECOVERY – MANAGING SERVICE DEMAND

DATE: APRIL 21, 2026

SUMMARY

The City Council shall receive information and provide direction on a proposed ordinance to establish a Fire Department cost recovery program.

DISCUSSION

The Oroville Fire Department continues to see a high demand for service, including a growing number of non-emergency and preventable calls. While we are always ready to respond when help is needed, these types of calls can take time and resources away from true emergencies.

This proposed ordinance is intended to allow the city to recover costs in certain situations, such as repeated false alarms, non-emergency service requests, or incidents caused by negligence or violations. The goal is not to generate revenue, but to encourage responsible use of emergency services and help offset costs when those services are used inappropriately.

It is important to emphasize that we will not bill for true emergencies. We want the public to continue to call 911 whenever they have a real emergency, we are here to help, and that will not change. The ordinance includes clear exemptions to ensure that anyone acting in good faith during an emergency is not charged.

The Fire Chief, or designee, would have the ability to determine when billing is appropriate and may waive fees when circumstances warrant. Fees would be set through the City's Master Fee Schedule.

FISCAL IMPACT

None

ACTION REQUESTED -

PROVIDE FEEDBACK AND DIRECTION ON THE PROPOSED ORDINANCE; AND DIRECT STAFF TO RETURN WITH LANGUAGE READY FOR A PUBLIC HEARING.

ATTACHMENTS

Draft Ordinance

ORDINANCE NO. 1897

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADDING CHAPTER 10.28 TO TITLE 10 OF THE OROVILLE MUNICIPAL CODE RELATING TO FIRE DEPARTMENT COST RECOVERY

SECTION 1. Findings and Purpose

The City Council of the City of Oroville finds and declares:

A. The Oroville Fire Department provides essential emergency and life safety services to protect the public health, safety, and welfare.

B. The costs associated with certain Fire Department responses are attributable to negligent, unlawful, excessive, avoidable, discretionary, or non-emergency uses of emergency services.

C. Repeated non-emergency or preventable service requests place an undue burden on limited taxpayer-funded resources, personnel, and equipment.

D. The City Council desires to authorize cost recovery in appropriate circumstances while ensuring that no person is discouraged from requesting emergency assistance during a bona fide life-threatening emergency.

E. This Chapter is intended to supplement existing cost recovery authority, including Chapter 10.24 of this Code.

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Chapter 10.28

FIRE DEPARTMENT COST RECOVERY

10.28.010 – Definitions

A. “Actual Cost” means the full direct and indirect cost of providing Fire Department services, including but not limited to personnel wages and benefits, apparatus, fuel, maintenance, equipment use, materials, supplies, administrative overhead, dispatch services, and any contracted services, as established by the City’s Master Fee Schedule.

B. “Billable Incident” means a Fire Department response determined by the Fire Chief or designee to qualify for cost recovery under this Chapter.

C. “Responsible Party” means any person, business, corporation, property owner, occupant, or legal entity whose actions, negligence, omissions, violations, or service requests caused or necessitated a Billable Incident.

10.28.020 – Authority to Recover Costs

A. The City is authorized to recover the Actual Cost of Billable Incidents.

B. The Fire Chief, or designee, shall have sole administrative discretion to determine:

1. Whether an incident constitutes a Billable Incident;
2. Whether billing is appropriate under the circumstances;
3. The Responsible Party;

DRAFT

4. Whether full or partial cost recovery shall be pursued;
5. Whether billing shall be waived in the interest of justice or public welfare.

C. The Fire Chief may establish written administrative policies and criteria for implementation of this Chapter.

10.28.030 – Billable Incidents

Billable Incidents may include, but are not limited to:

A. False and Preventable Alarms

1. Excessive false fire alarms beyond thresholds established in the Master Fee Schedule.
2. Fire alarm activations caused by system malfunction due to lack of maintenance.
3. Alarm activations resulting from construction activity without proper notification.

B. Non-Emergency Public Assists

1. Lift assists or “help-up” calls where no acute medical emergency exists.
2. Repeated non-emergency assistance requests by a private business, facility, or property owner.
3. Welfare checks or service calls where no emergency condition is present.

C. Negligence or Unlawful Conduct

DRAFT

1. Motor vehicle collisions involving negligent or unlawful operation, including DUI.
2. Hazardous materials releases caused by negligence or regulatory violations.
3. Unauthorized burning or fire code violations requiring response.
4. Fireworks violations requiring response.

D. Specialized or Resource-Intensive Responses

1. Technical rescues (confined space, trench, rope rescue) where caused by negligent acts.
2. Water rescue or swift water response due to reckless behavior.
3. Illegal campfires or warming fires requiring suppression.
4. Fire investigations caused by negligent or unlawful activity.

E. Business and Commercial Activity Responses

1. Repeated service requests by private businesses for non-emergency assistance.
2. Fire watch services.
3. Standby services for events without required permits.
4. Failure to maintain required fire protection systems.

F. Other Discretionary Responses

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Any Fire Department response which the Fire Chief determines:

1. Was not a bona fide, unforeseeable life-threatening emergency;
2. Was avoidable, excessive, or due to misuse of emergency services; or
3. Is otherwise appropriate for cost recovery under applicable law.

10.28.040 – Exemptions

This Chapter shall not apply to:

A. Bona fide life-threatening medical emergencies;

B. Good faith emergency calls where immediate threat to life or property reasonably appeared to exist;

C. Mutual aid responses unless otherwise authorized by agreement;

D. Incidents where cost recovery is prohibited by state or federal law.

10.28.050 – Fees and Master Fee Schedule

A. Charges shall be imposed consistent with the City of Oroville Master Fee Schedule as adopted and amended by City Council resolution.

B. The City Council may establish, revise, or update cost recovery rates by resolution without amendment to this Chapter.

10.28.060 – Billing and Collection

DRAFT

A. The City may invoice the Responsible Party or their insurer.

B. Payment shall be due within thirty (30) days of invoice.

C. Unpaid amounts constitute a debt owed to the City.

D. The City may pursue all lawful collection remedies.

10.28.070 – Appeals

A Responsible Party may file a written appeal within fifteen (15) calendar days of the invoice date. Appeals shall be reviewed pursuant to administrative procedures established by the City Administrator or designee.

SECTION 2 – Severability

If any section, subsection, sentence, clause, or phrase is held invalid, the remaining portions shall remain in effect.

DRAFT

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **JASON WINES, CHIEF OF POLICE**

RE: **OROVILLE POLICE DEPARTMENT RECOMMENDATIONS FOR INCREASED PRESENCE IN PARKS**

DATE: **APRIL 21, 2026**

SUMMARY

The City Council shall hear recommendations from the Police Department in regard to increasing presence at City parks.

DISCUSSION

After review options to increase Oroville Police presence in the Oroville Parks, the police department makes the following requests/ recommendations:

1) One-time purchase of "Mobile Rims" and mobile computers

RIMS is the record management system used to record and track calls for service and where all police reports are created. Currently RIMS reports can only be accessed at the police department, requiring officers to return to the department to complete reports. This causes excess mileage and time needed for travel.

Implementing Mobile RIMS will allow officers to access RIMS reports in the field and use specialized laptops to write reports. Officers can go to the various parks within the City to write reports, which will create multi-faceted benefits; 1) Reduce fuel used driving back and forth the Department, 2) Reduce the time it takes to go back and forth to the Department, 3) Be a presence in the parks as both a deterrent and faster response to any issues, 4) Increase proactivity without additional burdens on dispatch resources.

In addition to the one time purchase of Mobile RIMS, the Department would need to purchase computers that are mounted to the vehicles. The laptops cost between $3,500 and $5,000 each, but are built for the rigorous demands of patrol.

Working with Finance, we have identified two accounts that have sufficient funds to purchase Mobile Rims and several computers, without the need to request additional funds.

2) Purchase of additional live view cameras

The Department has placed one Flock mobile trailer in Hewitt Park and will be placing two other cameras in the park to increase evidentiary video. We have also installed video monitors in dispatch, and will be installing others in patrol and other areas of the Department to increase monitoring capabilities. We anticipate finding additional funding sources to increase video capability at all parks within the City.

3) The Department immediately implemented extra patrols in parks, focusing immediately on Hewitt Park, but increasing patrols to all parks. We plan to implement a team specific to the Downtown and park districts to include e-bike patrols, foot patrols, ATV patrols and regular patrols.

Staffing for the downtown team will consist of both sworn and non-sworn officers, working in pairs to conduct proactive patrols. The initial team will consist of School Resource Officers through the day, alternating patrols with the needs of the schools. As officer staffing increases, more officers will supplement the Downtown/ Parks unit.

The Department reviewed the potential of using additional overtime hours to maintain a presence in the parks, however we felt that was not sustainable and would offer only limited benefits to our City. We determined the use of Mobile Rims provides the greatest return on investment and does not require ongoing costs.

FISCAL IMPACT

Funds currently identified in Police Department budget to cover the costs identified.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **TIM KABER – DIRECTOR OF PUBLIC WORKS**

RE: **AWARD OF CONSTRUCTION (PHASE II); DESIGN-BUILD ENTITY FOR CORPORATION YARD PROJECT, MULTI-BUILDING REMODEL AND SITE WORKDESIGN/BUILD PROJECT AT 655 CAL OAK**

DATE: **APRIL 21, 2026**

SUMMARY

The City Council shall consider awarding the construction portion (phase II) of the contract with United Building Contractors, Inc (UBC) of Chico for Design/Build Construction Services on the new City of Oroville Corporation Yard.

DISCUSSION

The City Council received a report on the new Corporation Yard project at the October 7, 2025 meeting. The Phase II proposal was significantly higher than available funds, and direction was provided to Staff to reduce the scope of the project to align with available funding.

The scope of the project has been reduced to exclude the Admin building and site work. The main focus is now the Mechanics building and increased electrical power. Requirements have shifted to the Mechanics shop from the Admin building, such as showers, locker rooms, and laundry. HVAC was changed to evaporative cooling and natural gas heaters that are consistent with the current Corporation Yard.

Changes from proposal submitted October 7, 2025:

Work Element	October 7, 2025 Proposal	April 16, 2026 Proposal
Admin Building	$1,735,404.68	Excluded
Mechanics Shop	$542,126.38	$1,027,532
Site Work	$389,704.77	$90,992
Add Alt #1 Electrical	$327,750	$128,825
Add Alt #2 Roll-Up Doors	$163,410.50	$180,040
Add Alt #3 Insulation	$218,269.15	Excluded ($130,093.74 if desired)

Add Alt #4 HVAC	$487,219.15	$448,470 (Evap and Gas heaters)
Add Alt #5 Low Volt Electrical	$312,800	Excluded ($113,338.64 if desired)
Add Alt #6 Polished Concrete Floors	$185,817	Excluded
Add Alt #7 Sliding Motor Access Gate	$47,863	Excluded ($75,979.45 if desired)
Add Alt #8 Slurry Seal	$69,793.73	Excluded
Add Alt #9 Power for Lifts	N/A	$24,951
Deductions for structural	N/A	-$152,824
Total	$4,480,158.36	$1,747,985.36

The updated conceptual design plan has been reviewed by Public Works managers and it adequately meets their needs.

The Guaranteed Maximum Price (GMP), with a price of $1,747,985.36, meets the requirements of the City. The GMP will remain the contract price unless additional work is requested by the City.

FISCAL IMPACT

There is no fiscal impact. Funds will come from the previously approved Corp Yard budget.

ACTION REQUESTED -

APPROVE THE CONTRACT WITH UNITED BUILDING CONTRACTORS, INC., AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

1. UBC Proposal for construction (Phase II)
2. Contract for Phase II
3. Updated conceptual plans

United Building Contractors, Inc.

P O Box 6039
Chico CA 95927

Phone 530.345.8455
Fax 530.345.8885
Lic. 679303

Proposal Summary

Owner: City of Oroville

Attn: Nick Trover
Trover Construction Project Management LLC

Project Title: Oroville Corporation Yard Multi-Building Remodel & Sitework
Project Number: n/a
Location: Oroville, Ca

Description

Scope: United Building Conractors is pleased to submit our price proposal for the renovations at building B and sitework per the bid documents. Additionally, we have included additive alternate pricing for the scopes listed below in the price breakdown section.

Price Breakdown	Pricing
Base Bid #1 - Building A Admin New Addition & Renovations (From Slab Up)	Excluded
Base Bid #2 - Building B Bathroom and Office Renovations W/ Minimal Sitework	$1,027,532
Base Bid #3 - New Sitework Upgrades per Plans (Complete Scope per plans)	$90,992
BASE BID TOTAL	**$1,118,524**
Add Alt #1 - Electrical Service Upgrades & Panel Replacement at Building B Maintenance Shop	$128,825
Add Alt #2 - Overhead Roll Up Door Replacement & Infill at Building B Maintenance Shop Area	$180,040
Add Alt #3 - Exterior Wall Insulation Addition at Building B Maintenance Shop	Excluded
Add Alt #4 - New Evap Cooling & Heating Upgrades at Building B Maintenance Shop Area	$448,470
Add Alt #5 - Building B Maintenance Shop Warehouse Electrical & Low Volt Replacement	Excluded
Add Alt #6 - Polished Concrete Floors at Building B Maintenance Shop Area	n/a
Add Alt #7 - Sliding Motor Access Gate	Excluded
Add Alt #8 - Type 2 Slurry Seal at Existing Parking Lott Areas in Lieu of Standard Seal Coat	n/a
Add Alt #9 - Power to Vehicle Lift & Tire Machines at Shop Area	$24,951
BASE BID TOTAL W/ All ADD ALTS INCLUDED	**$1,900,809**
Deduct Alt #1 - Structural Upgrades at Mezzanine per Structural Narrative Option #2	-$152,824
BASE BID TOTAL W/ All ADD ALTS & DEDUCT INCLUDED	**$1,747,985**

Terms

This price is based on prevailing wage rates and work is assumed to be during normal working hours (Monday - Friday)
****Add Alt Price #1 must also be accepted in order to complete the base bid #2 scope*

Thank you for the opportunity to provide you with these estimates. If there are any questions, please give us a call.
Thank you,

Edgar Ibarra

United Building Contractors, Inc.

United Building Contractors, Inc | Job No.

City of Oroville Corporate Yard - Building B Maintenance Building Office, Restroom Renovations & Sitework**:** Option 1 - With Site Work and All Add Alt Pricing Items Included per below **(Alt #4 Evap Cooling & Heating option included w/ Option #2 Structural Upgrades deduct below)**

ROM Based off of SD drawings received from design team on 2/20/26 | Date: 4/16/2026

Attachment A | Revision No:

Section	Section Description	Notes	Quantity	Unit	Unit Cost	Item Total
Division 1 - General Requirements						
	General Conditions	INCLUDED IN MARK UP SECTION BELOW	1	months	$0.00	$0.00
Division 1 Totals						**$0.00**
Division 2 - Demolition & Site Investigation						
	Soft Demo / Building Demo	**Increased:** Includes building demo of walls, ceilings, drywall and fixtures; Add walls to be removed; Excludes abatement of Hazardous materials	1	ls	$36,489.00	$36,489.00
	Soft Demo / Building Demo	**Added**: Includes demolition of the existing plywood sheathing, shelves to access walls, and cutting back the mezzanine wood material 3" - 4" at the Storage rooms in order to complete the structural upgrades	1	ls	$35,775.00	$35,775.00
	Site Utility Locating	UBC	1	ls	$5,500.00	$5,500.00
	Site Potholing	UBC	1	ls	$6,350.00	$6,350.00
	Concrete Hard Demo @ Bathrooms	Bathroom area only	1	ls	$21,340.00	$21,340.00
	Concrete Hard Demo @ Spread Footings	For new spread footings @ Spread footings	1	ls	$7,700.00	$7,700.00
Division 2 Totals						**$113,154.00**
Division 3 - Concrete						
	SOG Patchback @ Bathrooms	Patchback @ Existing Building Bathroom	1	ls	$15,340.00	$15,340.00
	SOG Patch & New Footings @ New Exterior Shear Wall & Vehicle Lift Stations	**Added:** Patchback @ Existing Storage rooms for new footings (assumes 4 new spread footings - each 3'x3'x12" Deep for shearwalls AND three (3) new 8'-6 x 10' x 12" Deep Pad Footings for Lift Stations)	1	ls	$36,855.00	$36,855.00
	Site Concrete	**Added**: Assumes 4" concrete with rebar at the exterior of the building	1	ls	$14,289.00	$14,289.00
	Concrete Housekeeping Pads for Evap Coolers	**Added:** Assumes 4" concrete with rebar at the exterior of the building	1	ls	$10,890.00	$10,890.00
	Site Caulking / Expansion Joints	**Added**: Assumes to occur at concrete flatwork joints	1	ls	$3,784.00	$3,784.00
Division 3 Totals						**$81,158.00**
Division 4 - Masonry						
	n/a		1	ls	$0.00	$0.00
Division 4 Totals						**$0.00**
Division 5 - Metals						
	Miscellaneous Steel	Includes angle supports for casework	1	ls	$4,500.00	$4,500.00
	Anchor Bolts & Imbeds		1	ls	$2,500.00	$2,500.00
Division 5 Totals						**$7,000.00**
Division 6 - Wood & Plastics						
	Rough Carpentry - New Walls & Ceilings	**Increased**: Assumes new 2x6 stud walls and ceiling joist framing at the building B rooms per plans; Increase due to added blocking for lockers and wall framing for restrooms	1	ls	$45,718.00	$45,718.00
	Rough Carpentry - Structural Upgrades at Mezzanine	**Added:** Assumes shear wall upgrades per structural narrative including cutting back existing mezzanine framing, replacing exterior sheathing at 3 sides of mezzanine, 6x posts, HDs, blocking, shoring and sill plate washers	1	ls	$100,430.00	$100,430.00
	FRP Panels	**Added:** Assumes new 4' tall wainscoat at walls of restrooms 126, 127 & 128	1	ls	$18,544.00	$18,544.00
	Layout, P&D, Backing, Blocking		1	ls	$12,500.00	$12,500.00
	Casework & Lockers	**Added:** Assumes lockers and cabinets at room 125, 124 and small office nextdoor	1	ls	$79,425.00	$79,425.00
Division 6 Totals						**$256,617.00**
Division 7 - Thermal & Moisture Protection						
	Insulation - Walls & Ceilings	**Decreased:** Assumes walls at infill area only, excludes roof and exterior wall insulation at maintenance shop area; See add alt pricing	1	ls	$5,974.00	$5,974.00
	Sealants & Caulking	Assumes at door frames and joint transitions	1	ls	$3,926.00	$3,926.00
	Roofing Scope - Excluded	Excluded - not shown in plans	1	ls	$0.00	$0.00
	Weather Barrier - Excluded	Excluded - not shown in plans	1	ls	$0.00	$0.00
Division 7 Totals						**$9,900.00**
Division 8 - Openings						
	HM Doors, Frames, & Hardware - 3070 (Single Doors)	**Increased:** Assumes eight (8) new 3070 - HM Doors, Frames & standardware hardware	1	ls	$30,920.00	$30,920.00
	Storefront Windows & Glazing - Excluded	Excluded - not shown in plans	1	ls	$0.00	$0.00
	Access Doors/Panels	Assumes five (5) new 24x24 ceiling access doors	1	ls	$1,877.00	$1,877.00
Division 8 Totals						**$32,797.00**
Division 9 - Finishes						
	Alkalinity Barrier & Testing	Assumes a moisture vapor barrier at rooms 124, 125, 126, 127, and 128 only	1	ls	$14,062.50	$14,062.50
	Temp Heating		1	ls	$11,492.00	$11,492.00
	Drywall - Walls & Ceilings	**Increased:** Assumes new 5/8 drywall at new walls and ceilings, existing exterior walls of new restrooms, Mud & Tool rooms, and Office 124; Increase due to patchback walls for blocking at lockers; Excludes drywall at Storage Rooms 129 - 133	1	ls	$29,215.50	$29,215.50
	Drywall - Walls & Ceilings at Storage Rooms - Excluded	**Excludes** new drywall at Storage Rooms 129 - 133 walls and ceilings as required to upgrade the structural mezzanine	1	ls	$0.00	$0.00
	Painting - Interior	Includes painting the new and existing building interior walls & ceilings at 124, 125, 126, 127, and 128 only; **Excludes** painting the exposed piping / utility lines throughout the shop area and at Storage rooms 129 - 133	1	ls	$11,781.00	$11,781.00
	Wall & Floor Tile at Showers	**Increased:** Assumes a 9' tall wall tile and floor tile at Restroom 126 shower only	1	ls	$15,486.00	$15,486.00
	Accoustical T Bar Ceilings	Assumes new acoustical t bar ceilings at Mud & Tool Room	1	ls	$7,837.50	$7,837.50
	Flooring - VCT	Assumes new flooring at rooms 124, 125, and side office room only	1	ls	$7,207.50	$7,207.50
	Epoxy Flooring & Base	Epoxy flooring & base at the restrooms 126, 127 and 128 only per plans	1	ls	$13,472.00	$13,472.00
	Floor Protection & Prep		1	ls	$5,800.00	$5,800.00
	Trade Damage		1	ls	$7,200.00	$7,200.00
	Slip Resistant Polished Concrete	Excluded - not shown in plans	1	ls	$0.00	$0.00
	Painting - Exterior (Excluded)	Excluded - not shown in plans	0	ls	$0.00	$0.00
Division 9 Totals						**$123,554.00**
Division 10 - Specialties						
	Signage & Install - Room ID & Metal Building Signage	Assumes one (1) room ID signage at each room, exterior door signage, and restrooms signage	1	ls	$4,650.00	

United Building Contractors, Inc | Job No.

City of Oroville Corporate Yard - Building B Maintenance Building Office, Restroom Renovations & Sitework**:** Option 1 - With Site Work and All Add Alt Pricing Items Included per below **(Alt #4 Evap Cooling & Heating option included w/ Option #2 Structural Upgrades deduct below)**

ROM Based off of SD drawings received from design team on 2/20/26 | Date: 4/16/2026

Attachment A | Revision No:

Section	Section Description	Notes	Quantity	Unit	Unit Cost	Item Total
	Toilet Accessories	Assumes new toilet accessories at restrooms 126, 127 & 128; Includes paper towels dispensers & receptacles, soap disp., toilet paper holders, seat cover dispensers, mirrors and grab bars	1	ls	$6,395.00	$6,395.00
	Fire Extinguishers & Cabinets		1	ls	$2,365.00	$2,365.00
	Tackboards - Excluded	Excluded - not shown in plans	1	ls	$0.00	$0.00
	Markerboard w/ Tray - Excluded	Excluded - not shown in plans	1	ls	$0.00	$0.00
Division 10 Totals						**$13,410.00**
Division 11 - Equipment						
	n/a	Excluded - not shown in plans	1	ls	$0.00	$0.00
Division 11 Totals						**$0.00**
Division 12 - Furnishings						
	Window Shades	Excluded - not shown in plans	1	ls	$0.00	$0.00
Division 12 Totals						**$0.00**
Division 13 - Special Construction						
	n/a		1	ls	$0.00	$0.00
Division 13 Totals						**$0.00**
Division 21 - Fire Suppression						
	Fire Sprinklers	Assumes new fire sprinklers at Rooms 124, 125, 126, and 127; Excludes fire sprinklers at the existing Maintenance Shop portion and rooms 128, 129, 130, 131, 132, & 133	1	ls	$16,146.50	$16,146.50
Division 21 Totals						**$16,146.50**
Division 22- Plumbing						
	Plumbing	**Increase**d: Includes new water closets, urinals, lavatories, water heater, expansion tank, mop sink, floor drain, 2 shower valves, drywells; Excludes interior gas piping to accommodate the new radiant heaters, water heater, and HVAC package unit. See add alt #4	1	ls	$57,784.00	$57,784.00
	Trenching and Backfilling - Underslab	Includes underslab trenching and backfilling for installing the new building drain lines to accommodate the new fixtures	1	ls	$7,500.00	$7,500.00
	Site Gas - Excluded	Excluded - see add alt #4	1	ls	$0.00	$0.00
	Site Gas - Trench & Backfilling - Excluded	Excluded - see add alt #4	1	ls	$0.00	$0.00
Division 22 Totals						**$65,284.00**
Division 23 Heating, Ventilating and Air Conditioning (HVAC)						
	HVAC & TAB	Assumes a new HVAC system including at the Restroom & Office areas only including a rooftop package unit with ductwork, refrigernat lines and diffusers; Excludes the shop HVAC upgrades. See add alt items below.	1	ls	$63,880.00	$63,880.00
	HVAC Controls	Includes hard wired thermostats per above, but excludes integration of controls into an existing BMS or BACNET system	1	ls	$0.00	$0.00
Division 23 Totals						**$63,880.00**
Division 24-Not Used						
	N/A		1	ls	$0.00	$0.00
Division 24 Totals						**$0.00**
Division 25 - Not Used						
	N/A		1	ls	$0.00	$0.00
Division 25 Totals						**$0.00**
Division 26 Electrical						
	Electrical - Turn Key (data, AV, and FA) - New Addition	Includes electrical, fire alarm, data / low voltage at Rooms 124, 125, 126, and 127 AND new lights at Storage Rooms 128 - 133 only; Excludes the warehouse shop portion of the buildin and the power service upgrades including a new 400A sub panel, 500A panel, 100KVA 480v - 240v tranformer, and a 200A panel. See add alt items below.	1	ls	$93,000.00	$93,000.00
	Site Trenching and Backfilling (Site) - Excluded	Excludes trenching between building B and the existing MSB for new feeder lines. See add alt #1 below.	1	ls	$0.00	$0.00
	Site Electrical / Power to Access Gates - Excluded	Excluded - See add alt items #8 for price	1	ls	$0.00	$0.00
	Light Poles and Bases - Excluded	Excluded - not shown in plans	1	ls	$0.00	$0.00
	Solar System - Excluded	Excluded - no solar shown in plans	1	ls	$0.00	$0.00
Division 26 Totals						**$93,000.00**
Division 27 Communications						
	Data	Included above in electrical	1	ls	$0.00	$0.00
Division 27 Totals						**$0.00**
Division 28 Electrical Safety and Security						
	Fire Alarm & Assistive Listening System	Included above in electrical	1	ls	$0.00	$0.00
Division 28 Totals						**$0.00**
Division 29-31 Not Used						
Division 29-30 Totals						**$0.00**
Division 32-33 Earthwork and Exterior Improvements						
	Survey & Construction Staking	Survey utilities, new concrete walkway, and interior spread footings	1	ls	$6,500.00	$6,500.00
	SWPP & BMPs		1	ls	$2,500.00	$2,500.00
	Site Demo - Hard Demo	Includes demo for new concrete sidewalk at building B only	1	ls	$3,247.50	$3,247.50
	Earthwork & Grading	Includes rough grading as required for new concrete sidewalk at building B	1	ls	$3,139.25	$3,139.25
	Finish Grade / Baserock	Includes rough grading as required for new concrete sidewalk at building B	1	ls	$4,438.25	$4,438.25
	Site Utilities - Domestic Water Only (From Building A Service)	Includes a 2" domestic water line service from the existing **BUILDING A** to building B per the Plumbing narrative; **EXCLUDES routing domestic watter serivce to backflow** and fire water lines, sewer lines, and RWL / storm drain lines; Assumes existing sewer system is large enough to accommodate the bathroom upgrades	1	ls	$10,870.00	$10,870.00
	Offhaul		1	ls	$9,500.00	$9,500.00
	Asphalt Paving	Assumes AC Patchback at South of building A parking lot to "adjust the flow line" and patching at trenching locations	1	ls	$3,395.00	

United Building Contractors, Inc | Job No.

City of Oroville Corporate Yard - Building B Maintenance Building Office, Restroom Renovations & Sitework**:** Option 1 - With Site Work and All Add Alt Pricing Items Included per below **(Alt #4 Evap Cooling & Heating option included w/ Option #2 Structural Upgrades deduct below)**

ROM Based off of SD drawings received from design team on 2/20/26 | Date: 4/16/2026

Attachment A | Revision No:

Section	Section Description	Notes	Quantity	Unit	Unit Cost	Item Total
	Slurry Seal @ AC Parking Lott - Excluded	Exlcudes seal coat at the asphalt parking lott areas at the North, East and South parking lots of Building A and also the North and East parking lott areas of building B as shown by plans	1	ls	$0.00	$0.00
	Landscape & Irrigation Restoration	Assumes to restore the existing adjacent landscape areas back to their original condition	1	ls	$2,062.50	$2,062.50
	Site Striping & Signage - Excluded	Excluded - See add alt items #8 for price	1	ls	$0.00	$0.00
	Chainlink Fencing & Gates - **Excluded**	Excludes all fencing & gates, see add alt #7 below for motor access gate	1	ls	$0.00	$0.00
Division 32-33 Totals						**$45,652.50**
Construction Cost Total						**$921,553.00**
11.50%	Profit *Please input percentage to calculate item cost:*					$105,978.60

TOTAL BASE BID #2 PRICE WITH MARKUPS **$1,027,531.60**

Clarifications

This price only includes work at Building B and assumes to provide a new 2" water service from the existing backflow onsite (location TBD); This price includes New finishes at building B Rooms 124, 125, 126, and 127 AND new lights at Storage Rooms 128 - 133 only; Assumes all new electrical at shop area and storage rooms to be exposed / surface mounted; Assumes new infill areas to be wood framed
Price assumes domestic water service and be connected to the existing Building A and **NOT FROM THE STREET**

Exclusions

Price excludes any work at building A, abatment of hazardous materials, polished concrete, overhead roll up doors, fueling station work, vehicle exhaust system upgrades, exterior siding replacement, exterior roof replacement, exterior wall insulation replacement, fencing, and frontage improvements, structural steel, spread footings and concrete patchback at shop area or new and / or old roll up door locations, interior windows, framed), sound board / acoustical drywall, fire caulking, fire retardant coatings / sprays, decorative ceilings, aluminum signage or logo signs, glulam beams

Base Bid #3 - Sitework Upgrades Additive Price (Excludes Flow Line Adjustments)

Base Bid #3 - Sitework Upgrades						
	Survey & Construction Staking	Survey utilities, new concrete walkway, and interior spread footings; Included in Base bid #2 price	1	ls	$0.00	$0.00
	SWPP & BMPs	Additional SWPP & BMPs due to larger sitework area per Sitework Upgrades	1	ls	$6,000.00	$6,000.00
	Site Demo - Hard Demo	Includes demo of existing AC as required to trench for water service to street; **Excludes** demo for adjusting flow line near building A	1	ls	$7,500.00	$7,500.00
	Earthwork & Grading	**Excludes** rough grading as required to adjust flow line near building A	1	ls	$0.00	$0.00
	Finish Grade / Baserock	**Excludes** rough grading as required to only adjust flow line near building A	1	ls	$0.00	$0.00
	Site Utilities - Domestic Water Only	Includes a 2" domestic water line service from the existing backflow to building B per the Plumbing narrative; **EXCLUDES** fire water lines, sewer lines, and RWL / storm drain lines; Assumes existing sewer system is large enough to accommodate the bathroom upgrades	1	ls	$35,000.00	$35,000.00
	Offhaul	Included in base bid #2	1	ls	$0.00	$0.00
	Asphalt Paving	Assumes AC Patchback at trenching locations; **Excludes** asphalt paving at South of building A parking lot to "adjust the flow line" and patching	1	ls	$6,794.18	$6,794.18
	Slurry Seal @ AC Parking Lott	Assumes to seal coat the entire asphalt parking lott areas at the North, East and South parking lots of Building A and also the North and East parking lott areas of building B as shown by plans; Slurry seal coat type 2 not included, see add alt #9	1	ls	$14,114.00	$14,114.00
	Landscape & Irrigation Restoration	Assumes to restore the existing adjacent landscape areas back to their original condition	1	ls	$12,199.00	$12,199.00
	Site Striping & Signage - Excluded	Excluded - See add alt items #8 for price	1	ls	$0.00	$0.00
	Chainlink Fencing & Gates - **Excluded**	Excludes all fencing & gates, see add alt #7 below for motor access gate	1	ls	$0.00	$0.00
Base Bid #3 Construction Cost Total						**$81,607.18**
11.50%	Profit *Please input percentage to calculate item cost:*					$9,384.83
Base Bid #3 Construction Cost Total						**$90,992.00**

TOTAL BASE BID #2 AND #3 PRICE WITH MARKUPS **$1,118,523.60**

This price only includes work at Building B and assumes to provide a new 2" water service from the existing backflow onsite (location TBD); This price includes New finishes at building B Rooms 124, 125, 126, and 127 AND new lights at Storage Rooms 128 - 133 only; Assumes all new electrical at shop area and storage rooms to be exposed / surface mounted; Assumes new infill areas to be wood framed

Exclusions

Price excludes any work at building A, abatment of hazardous materials, polished concrete, overhead roll up doors, fueling station work, vehicle exhaust system upgrades, exterior siding replacement, exterior roof replacement, exterior wall insulation replacement, fencing, and frontage improvements, structural steel, spread footings and concrete patchback at shop area or new and / or old roll up door locations, interior windows, framed), sound board / acoustical drywall, fire caulking, fire retardant coatings / sprays, decorative ceilings, aluminum signage or logo signs, glulam beams

Summary of Additive Alternate Pricing:

Add Alt #1 - Electrical Service Upgrades & Panel Replacement at Building B Maintenance Shop						
	Electrical	Includes the power service upgrades including a new 400A sub panel, 500A panel, 100KVA 480v - 240v tranformer, and a 200A panel.	1	ls	$104,813.00	$104,813.00
	Site Trenching and Backfilling (Site)	Includes trenching between building B and the existing MSB for new feeder lines	1	ls	$10,725.00	$10,725.00
Construction Cost Total						**$115,538.00**
	GC Mark Up				11.5%	$13,286.87
Add Alt #1 Totals						**$128,824.87**
Add Alt #2 - Overhead Roll Up Door Replacement & Infill at Building B Maintenance Shop Area						
	Soft Demo	Demo two (2) exterior wall openings for new roll up doors	1	ls	$7,700.00	$7,700.00
	Structural Steel	New compression strut upgrades at roll up doors	1	ls	$16,000.00	$16,000.00
	Cold Formed Studs & Framing	Cold formed metal framing at infill door locations	1	ls	$8,030.00	$8,030.00
	Wall Panels	Includes exterior wall panel patchback to match the building	1	ls	$22,880.00	$22,880.00
	Insulation	Includes insulation at infill areas	1	ls	$1,320.00	$1,320.00
	Paint	Includes touch up paint at exposed plywood infill area	1	ls	$5,625.00	
	Overhead Roll Up Doors	Includes two (2) new 20' x 16" overhead roll up doors	1	ls	$79,916.00	
	Electrical	Incldues power for the new overhead roll up doors	1	ls	$20,000.00	

United Building Contractors, Inc					Job No.	
City of Oroville Corporate Yard - Building B Maintenance Building Office, Restroom Renovations & Sitework**:** Option 1 - With Site Work and All Add Alt Pricing Items Included per below **(Alt #4 Evap Cooling & Heating option included w/ Option #2 Structural Upgrades deduct below)**						
		ROM Based off of SD drawings received from design team on 2/20/26			Date:	4/16/2026
Attachment A					Revision No:	
Section	**Section Description**	**Notes**	**Quantity**	**Unit**	**Unit Cost**	**Item Total**
Construction Cost Total						**$161,471.00**
	GC Mark Up				11.5%	$18,569.17
Add Alt #2 Totals						**$180,040.17**
Add Alt #4 - New HVAC Upgrades at Building B Maintenance Shop Area						
	Concrete	Housekeeping Pads	1	ls	$9,650.00	$9,650.00
	Earthwork & Grading	Grading Housekeeping Pad	1	ls	$3,740.00	$3,740.00
	Drywall Patch - Excluded	Excludes drywall patch at Walls & Ceiling	1	ls	$0.00	$0.00
	Paint - Excluded	Excluded	1	ls	$0.00	$0.00
	Plumbing	Condensate and gas lines to serve new units	1	ls	$51,216.00	$51,216.00
	HVAC	**Revised:** Assumes 4 new swamp coolers, 4 radiant heaters, and 2 BAF 12' diameter fans to serve the maintenance shop area; **Excludes** any overhead ductwork inside the building; Assumes penetrating and terminating ductwork at exterior walls to provide cooling	1	ls	$206,071.00	$206,071.00
	Electrical	Electrical for added HVAC units	1	ls	$112,153.00	$112,153.00
	Site Gas	Includes new gas lines at the site from the existing gas meter to the building	1	ls	$6,850.00	$6,850.00
	Site Gas - Trench & Backfilling	Includes trench and backfillling for the new gas lines at the site from the existing gas meter to the building	1	ls	$12,535.00	$12,535.00
			1	ls	$0.00	$0.00
Construction Cost Total						**$402,215.00**
	GC Mark Up				11.5%	$46,254.73
Add Alt #4 Totals						**$448,469.73**
Add Alt #9 - Power to Vehicle Lift & Tire Machines at Shop Area						
	Electrical	Incldues conduits and conductors to provide power to 3 vehicle lift stations and 2 tire machine locations at the maintenance shop area; Assumes to pull power from panel L2 at the Utility 134 room and run the power overhead to a J box at each station location; Excludes concrete demo and patchback for running underslab; Excludes painting conduits	1	ls	$22,377.58	$22,377.58
Construction Cost Total						**$22,377.58**
	GC Mark Up				11.5%	$2,573.42
Add Alt #9 Totals						**$24,951.00**
TOTAL WITH BASE BIDS #2 & #3 AND ADD ALTS 1, 2, 3, 4, 5 & 7 COMBINED						**$1,900,809.36**
DEDUCT: If Structural Upgrades at Mezzanine Are per Option #2 Only						**-$152,824.00**
TOTAL WITH BASE BIDS #2 & #3 AND ADD ALTS 1, 2, 4, & 9 COMBINED & DEDUCT ACCEPTED						**$1,747,985**

CITY OF OROVILLE

REQUEST FOR PROPOSAL ("RFP")
FOR DESIGN-BUILD ENTITY
FOR
CORPORATION YARD PROJECT – MULTI-BUILDING REMODEL AND SITE WORK

RFP CONTENTS
RFP Response Instructions
Design-Build Collaborative Preconstruction Proposal
Bid Bond
Subcontractor's List
Non-Collusion Affidavit
DBE Certification
Certificate of Workers' Compensation
Drug-Free Workplace Certification
DBE DB Preconstruction Contract
DBE GMP Agreement for Design-Build Services
General Conditions (GMP Contract)
Pre-Qualification Application
Liquidated Damages
Attachment A

CITY OF OROVILLE (OWNER)
REQUEST FOR PROPOSALS ("RFP") FOR
CORPORATION YARD MULTI-BUILDING REMODEL AND SITE WORK PROJECT ("PROJECT")

NOTICE IS HEREBY GIVEN that the City of Oroville ("OWNER") invites Design-Build Entities (hereinafter "DBE" or "Respondents") to submit the Pre-Qualification Questionnaire and other written responses required by this RFP for the design and construction of Corporation Yard Multi-Building Remodel and Site Work Project ("Project") on property owned by OWNER located at 655 Cal Oak Drive in the community of Oroville CA, 95965, Butte County, APN: 035-380-068

1. City of Oroville and the Project.
   1.1. The City of Oroville (OWNER) The City of Oroville purchased the land with multiple existing buildings at 655 Cal Oak Drive to serve as a replacement to the current Corporation Yard utilized by the Public Works team at its current location 1275 Mitchell Ave. The Public Works team's current facilities are outdated and unsuitable for the daily functions needed to perform daily operations for the City of Oroville. The City of Oroville has purchased the approx. 4.78 acre parcel and the adjoining 1.23 acre parcel. The City plans to make site improvements to the two lots including: the renovation and remodel of an existing approximately 3,300sf residential style building to be used for office space to include the expansion of the overall footprint with an additional 1400sf. Remodeling and renovation of an existing 15,000sf warehouse building, and nominal site work to include fencing and access gates. The proposed improvements will create one cohesive facility that enables the city to expand in the future and develop out other existing buildings in the future to meet the needs of the Public Works division as the City of Oroville continues to grow and expand.

   1.2. Project Description. As provided, the Corporation Yard Multi-Building Remodel and Site Work Project under this RFP provides a 4.78 acre developed parcel. The project under this RFP shall provide a renovation of an approximately 3300sf office style building with an additional footprint expansion of approximately 1,400sf. The renovation is to include multiple bathrooms, training areas, laundry service areas, meeting areas, as well as a central meeting area. An existing 15,000sf metal warehouse shall include renovations of existing bathroom structures, office spaces, the construction of partition walls and the installation of new roll-up doors for functionality. Nominal flatwork and sitework to be included in the project and ADA upgrades for all public facing areas. Other site improvements include approaches, fencing, landscaping, and concrete hardscaping. The above square footages are current estimates. See Attachment A for general conceptualized scope.

   1.3. Anticipated Project Costs. OWNER's estimated projected cost for the Respondent's design and construction of the Project (Project Construction Costs) is $1.75million. The project is **not** subject to Division of State Architect ("DSA") review and will be permitted through the City of Oroville. Project **is** subject to Prevailing Wage.

   1.4. Schedule. It is the intent of OWNER to enter into a contract for the Part 1, Preconstruction Services phase no later than the end of April 2025 and have Part 1, Preconstruction Services phase Work and Guaranteed Maximum Price (GMP) pricing completed by the end of May 2025. Subsequently, a DBE contract will be let for the Part 2, Design-Construct Services phase contingent upon the GMP pricing meeting OWNER budget requirements; OWNER receiving Board approval; and the consummation of financial arrangements which are contingent on Part 1, Preconstruction Phase GMP pricing. The DBE will have 60 days to complete Part 1, Preconstruction Phase services and approximately 104 calendar days to complete the design, submit a permit application to City of Oroville and receive necessary approvals as required to begin construction, and complete construction. OWNER's goal is to have the Project completed Late Spring of 2026.

2. Request for Proposals.
   2.1. General.
      2.1.1. Purpose of RFP. The purpose of this RFP is for Respondents to submit materials establishing qualifications to provide the work, labor, materials and services necessary to complete OWNER Project programming, professional design, management and construction services for the project as proposed in entirety. This RFP is a single phase competitive process for the OWNER's

selection of a DBE to complete programming, design and construction of the Project in two parts:

2.1.1.1. Part 1 – Preconstruction Phase Services: Phase I, *Preconstruction Period Services* will be performed for a stipulated or fixed amount. This first phase is associated with the Work of the DBE prior to the preparation of construction documents, permitting and start of construction services. Part 1 – Preconstruction Phase Services: Phase I, *Preconstruction Period Services* includes, but is not necessarily limited to, 1) completing OWNER Project programming; 2) production of required schematic design documents to 20% to 30% as necessary for DBE to depict programming and provide schematic drawings (criteria documents) that meets OWNER approval and provides DBE sufficient design criteria to create a design-build "Cost Model" and provide a GMP cost breakdown for all remaining design and construction work; and 3) develop schedules, bid trade packages and cost models/estimates needed, etc.

2.1.1.2. Part 2 – Design-Construct Phase Services: Phase 2, *Design-Construct Period Services* will be contingent upon the DBE providing an agreeable GMP, programming and schematics. The DBE will manage the Architectural/Engineering (A/E) as required to design to the "Cost Model" and provide "turnkey" construction and commissioning of the project.

2.2. Design-Build Approach. For this Project, OWNER is utilizing a Best Value, Guaranteed Maximum Not to Exceed Design-Build procurement method. OWNER intends to contract with a DBE to complete the programming and Construction Documents design; obtain all necessary permits/approvals for construction of the Project; and construct and commission the Project.

2.3. Obtaining RFP. This RFP must be obtained from Public Purchase or through the OWNER by contacting the OWNER's Project Manager whose contact information is noted herein in Paragraph 2.4.

2.4. OWNER RFP Contacts. Communications relating to this RFP shall be directed to OWNER at:

Trover Construction Project Management LLC
Nick Trover, Project Manager
nicktrover@trovercpm.com
(530) 519-7132
974 rest Ave
Chico CA 95928

2.5. Pre-Proposal Conference. OWNER will conduct a Mandatory Pre-Proposal Conference: Wednesday February 5TH, 2025 @1:00PM. Respondents will meet at the Project site at 655 Cal Oak Drive, Oroville CA, 95965.

Latest Time/Date for RFP Submission. **The latest date/time for submission of RFP Responses is** Tuesday March 3rd, 2025 @4:00pm. OWNER will reject RFP Responses that are not actually received in the City Hall Main Office and stamped at or prior to the latest date/time for submission of RFP Responses for non-responsiveness. Respondents are solely responsible for the timely submission of RFP Responses. The address for delivery of RFP Responses is 1735 Montgomery St, Oroville CA, 95965.

2.6. OWNER Modifications to RFP. OWNER expressly reserves the right to modify any portion of this RFP prior to the latest date/time for submission of RFP Responses, including without limitation, the cancellation of this RFP. Modifications, if any, made by OWNER to the RFP will be in writing; potential Respondents who have obtained this RFP from OWNER prior to any such modifications will be issued modifications to the RFP by written addenda. All addenda issued by or on behalf of OWNER shall become part of the RFP. Addenda will be distributed only to the Respondents who have obtained the RFP from OWNER pursuant to Paragraph 2.4 above.

2.7. No Oral Clarifications/Modifications. OWNER will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of OWNER is authorized to provide oral clarifications or modifications to the RFP. No Respondent shall rely on any oral clarification or modification to the RFP.

2.8. Unauthorized Communications. Unless and except when requested to do so in writing by OWNER or as otherwise permitted by this RFP, Respondents (including, without limitation, members of the DBE, Sub-Consultants and Subcontractors) shall not, prior to completion of the RFP, communicate, either verbally or in writing, with: (i) any member of the RFP Selection Committee; (ii) any consultant or professional

retained by OWNER for the purpose of providing OWNER advice or professional services in respect to the Project or the RFP; or (iii) any employee or representative of OWNER.

2.9. Public Records. All materials submitted in response to the RFP are deemed property of OWNER upon submission to the OWNER. Responses to the RFP and other materials submitted in connection therewith shall be deemed "public records" except for those marked or noted by a Respondent as "trade secrets" (as that term is defined and used in Civil Code §3426.1), "confidential" or "proprietary." Financial statements are not subject to disclosure under the Public Records Act. The foregoing notwithstanding, OWNER may reject for non-responsiveness a Response to the RFP which indiscriminately notes that the Response or portions thereof are "Trade Secret," "Confidential," or "Proprietary" and exempt from disclosure as a public record. Notwithstanding the designation of materials submitted in response to the RFP as "public records" such materials shall not be subject to disclosure under the Public Records Act until after: (i) conclusion of negotiations between OWNER and Respondent(s) concerning RFP Responses and/or the terms, conditions and covenants of the DBE Contract; and (ii) a decision is made as to the Respondent to whom OWNER staff will recommend to the OWNER's Board of Directors for award of the DBE Contract. OWNER is not liable or responsible for the disclosure of RFP Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if law requires disclosure, by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake or negligence on the part of OWNER or its agents or representatives. If OWNER is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of an RFP Response deemed exempt from disclosure hereunder, by submitting an RFP Response, each Respondent agrees to defend, indemnify and hold harmless OWNER in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; OWNER's sole involvement in any such action shall be that of a disinterested stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

2.10. Errors/Discrepancies/Clarifications to RFP. If a Respondent encounters errors or discrepancies in this RFP or portions hereof, the Respondent shall immediately notify OWNER's Project Manager contact of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFP shall submit the requested clarification in writing to OWNER's Project Manager contact. Responses of OWNER to any requested clarification will be in writing (e-mails are acceptable); if in the sole judgment of OWNER, any clarification response affects the RFP or other Respondents, OWNER will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFP from OWNER. All requests for clarification of this RFP must be submitted and actually received by OWNER **no later than** Friday February 14th, 2025. OWNER will not respond to clarification requests submitted thereafter. All communications to OWNER shall be as set forth in Paragraph 2.4 above. Clarification responses will be distributed to all potential Respondents, who have theretofore obtained this RFP from OWNER, by written addendum no later than 72 hours before the latest date/time for submission of RFP Responses.

2.11. Continuing Obligation. Each Respondent is under a continuing obligation, commencing upon submission of its RFP Response, to immediately notify OWNER, in writing, if it learns that any of the following have occurred: (i) any statement made in any portion of its RFP Response was false, misleading or omits material facts rendering any statement in its RFP Response to be false or misleading; (ii) circumstances have occurred since the Respondent submitted its RFP Response that, if they had occurred prior to the date that the Respondent submitted its RFP Response, would have required the disclosure of such circumstances; or (iii) the Respondent has undergone a change in ownership in which ownership of fifty percent (50%) of more of its stock, ownership equity or assets has changed.

2.12. No Commitment to Award DBE Contract; OWNER Reservation of Rights. Issuance of this RFP and OWNER's receipt or review of RFP Responses does not commit OWNER to award of the DBE Contract. OWNER expressly reserves the right to modify the due date for RFP Responses, RFP requirements or action to award the DBE Contract in the sole and exclusive discretion of OWNER. Responses to the Design-Build Services Pre-Qualification Application ("Pre-Qualification Questionnaire") included herein, including information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. OWNER will use these materials as the basis of rating the Respondents. OWNER reserves the right to check other sources available. OWNER's decision will be based on objective evaluation criteria. OWNER reserves the right to waive minor irregularities in the RFP Responses.

2.13. Notice of Appeal and Hearing. A Respondent who timely submits an RFP Response that is not the highest scored RFP Response may appeal its RFP Response score ("RFP Appeal") by strict compliance with the following. RFP Appeals must be in writing and must be submitted to the OWNER's Project Manager identified in Paragraph 2.4 above by 4:00 PM on the fifth (5th) working day after the latest date for submittal of RFP Responses. The RFP Appeal must include: (i) all factual basis for the RFP Appeal; (ii) all evidentiary materials supporting the factual basis for the RFP Appeal; and (iii) all legal authority supporting the RFP Appeal. If a Respondent timely submits an RFP Appeal strictly conforming to the foregoing, OWNER will schedule an RFP Appeal Hearing within ten (10) days of the date of submittal of an RFP Appeal. OWNER will endeavor to schedule the RFP Appeal Hearing upon mutual agreement with the Respondent submitting the RFP Appeal, but OWNER expressly reserves the right to unilaterally schedule the RFP Appeal Hearing. The RFP Appeal Hearing is an informal process conducted by a panel of OWNER employees and/or OWNER consultants authorized by OWNER to conduct the RFP Appeal Hearing and to render a decision on behalf of OWNER to a RFP Appeal. The Respondent submitting an RFP Appeal will be afforded the opportunity to present witnesses and evidentiary materials supporting the RFP Appeal. Witnesses presented by the Respondent submitting a RFP Response will be required to testify under oath and are subject to cross-examination by the Appeal Panel. The Appeal Panel will issue rulings on RFP Appeals in writing ("RFP Appeal Decision") within three (3) business days of the conclusion of an RFP Appeals Hearing. RFP Appeal Decisions constitute OWNER's final administrative action an RFP Appeal and not subject to further administrative review.

2.14. No Warranty by OWNER. Respondents are solely responsible to satisfy themselves as to the suitability of any information provided by OWNER that is in the nature of estimates of costs, statements of needs or requirements, projections, budgets, or other information describing the proposed DBE Contract and/or Project contemplated by this RFP. Nothing stated in this RFP or any portion hereof shall be construed as implying the creation or existence of any warranty, express or implied, on the part of OWNER with respect to the accuracy, sufficiency or completeness of such information.

2.15. Informational Summaries. Portions of these RFP instructions include summaries of the process that OWNER currently contemplates for completion of the RFP process. Such summaries are provided for the convenience of the Respondents and cannot be interpreted as a complete or definitive statement of all procedures, conditions, requirements or standards that may apply to any of the aforementioned processes. OWNER reserves the right, at any time and in the exercise of its sole and absolute discretion, to modify such procedures, conditions, requirements or standards, by changes, additions or deletions thereto.

2.16. RFP Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFP shall be borne solely and exclusively by the Respondent.

2.17. DBE Interviews, Negotiations and BAFO.

2.17.1. OWNER Reservation of Rights. OWNER expressly reserves the right to conduct negotiations and discussions with DBEs submitting responsive RFP Responses. Such negotiations and discussions, if conducted by OWNER, shall be conducted in a fair and impartial manner.

Interviews. Prior to engaging in negotiations with any Respondent, OWNER will conduct interviews of all Respondents timely submitting a responsive RFP Response. Each interview will be scheduled for a one (1) hour period at OWNER's administration office located at 1735 Montgomery St, Oroville CA, 95965. A Covid compliant alternative may be made at the need and discretion of OWNER. The primary purpose of the interview is for DBE members to respond to questions posed by OWNER's interview committee and for the DBE members to provide the interview committee with additional details of the relative benefits of the DBE's approach to completing programming, design and construction of the Project. Attendance at the interview is mandatory for: (i) personnel of the DBE with authority to bind and commit the DBE; (ii) the AOR personnel with supervisory responsibilities during the Design Phase of the Project and supervisory responsibilities during the Construction Phase of the Project; (iii) the General Contractor's Project Manager and Field Superintendent. Failure of a Respondent to attend its interview at the time and place designated by OWNER and all DBE personnel identified hereinabove will result in rejection of such Respondent's RFP Response for non-responsiveness. To ensure fair and impartial negotiations and discussions, the following procedures will be implemented: (i) all Respondents submitting a responsive RFP Response will be invited to participate in the interviews; (ii) the order of interviews with Respondents will be randomly selected by OWNER; and (iii) each Respondent must have present at the scheduled date/time of its interview with OWNER, its principals or others with full and complete

authority to bind the Respondent.

2.17.2. Negotiations/Discussions. OWNER may, in the sole discretion of OWNER, engage in negotiations and/or discussions with one or more of the Respondents after completion of all Respondent interviews. The nature and scope of OWNER's negotiations/discussions with Respondents may include identical areas of inquiry for all Respondents, or differing areas of inquiry for different Respondents. OWNER shall have the sole discretion to establish the nature and scope of negotiations/discussions with a Respondent based on OWNER's review of the Respondent's RFP Response and interview and the areas or subject matters reflected in the RFP Response that OWNER believes require additional discussion or negotiation with a Respondent.

2.17.3. Best and Final Offer ("BAFO"). OWNER reserves the right to engage in a BAFO process as described herein. The Respondents requested to submit a BAFO and the subject matter(s) of OWNER's BAFO request shall be at the sole and exclusive discretion of OWNER. If a Respondent is requested to submit a BAFO, the failure of such Respondent to submit its BAFO within the time designated by OWNER and incorporate into its BAFO all matters, items or issues for which OWNER requests a BAFO, will result in the RFP Response of such Respondent being deemed non-responsive and not further considered for award of the DBE Contract. The scope of matters for which a BAFO may be requested may include, without limitation, pricing, alternatives to or clarifications of design concepts, programming clarifications, type of construction, material, equipment selection, schedule and other similar matters.

2.18. Bid Security; Forfeiture of Bid Security. Each RFP Response shall be accompanied by Bid Security in the form of: (i) cash, (ii) a certified or cashier's check made payable to OWNER or (iii) a Bid Bond, in the form and content attached hereto, in favor of OWNER executed by the Bidder as a principal and a Surety as surety (the "Bid Security") in an amount equal to at least ten percent (10%) of OWNER's estimated Project Construction Costs $1.75 million. Any RFP Response submitted without the required Bid Security is non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, a Proposal will be deemed non-responsive and rejected if: (i) the Bid Bond is not in the form and content included herein; (ii) the Surety is not an Admitted Surety Insurer under Code of Civil Procedure §995.120; or (iii) the Surety is not at A.M. Best rated A/VII. If the Respondent awarded the DBE Contract fails or refuses to execute the DBE Contract within ten (10) calendar days from the date of receiving notification that it is the Respondent to whom the DBE Contract has been awarded, OWNER may declare the Respondent's Bid Security forfeited as damages caused by the failure of the Respondent to enter into the DBE Contract.

2.19. Non-Collusion Affidavit. The form of Non-Collusion Affidavit included with the RFP must be completed and duly executed on behalf of the Respondent. The failure of a Respondent to submit a completed and executed Non-Collusion Affidavit with its Proposal will result in rejection of the Proposal for non-responsiveness.

2.20. Subcontractors.

2.20.1. Designation of Subcontractors; Subcontractors List. Each Respondent shall, concurrently with submission of the Respondent's Proposal, submit a list of its proposed Subcontractors for the Project on the form included with this RFP.

2.20.2. Subcontractors Not Identified in Subcontractors List. Subcontractors engaged by the successful Respondent to construct a portion of the Project who are not identified in the Subcontractors List submitted with the Respondent's Proposal shall be selected by the successful Respondent and the Subcontracts therefor awarded by the successful Respondent

2.21. Wage Rates. The Project will be procured as a Prevailing Wage Project.

3. The Consulting Architect and Bridging Documents.

3.1. Consulting Architect. OWNER has not retained a "Consulting Architect" to prepare the Bridging Documents and to provide assistance to OWNER during preparation of the RFP, preconstruction and construction of the Project.

3.2. Project Bridging Documents. OWNER has prepared "Bridging Documents" for this project, Project Bridging Documents consist of Attachment A. Project Bridging Documents are attached herewith. Electronic copies can be obtained by requesting the documents from OWNER's Project Manager contact set forth in Paragraph 2.4 above.

4. Design-Build Preconstruction and Design Build Contracts. The form and content of the Agreement for Design-Build Preconstruction Services and Agreement for Design-Build Services and related General Conditions, which OWNER intends to enter into with the successful DBE, are included herein. Acknowledgement of

review of these documents are a requirement and deliverable in the Price Proposal submittal (see Paragraph 6.4 Price Proposal Format).

5. Evaluation Criteria**.**

5.1. DBE Contract Award. If the DBE Contract is awarded, the award of the DBE Contract will be let to the Respondent submitting the Proposal with highest numerical score which provides the "**Best Value**" to OWNER based upon qualifications and price utilizing the following two envelope evaluation criteria:

5.1.1. Respondent's responses to the RFP shall be submitted in two separate envelopes.

5.1.1.1. Price Envelope. The "Price Envelope" includes the Design-Build Preconstruction Proposal with the Respondent's proposed mark-up percentage for the Part 2 Design- Construct Phase Contract if awarded, and the Respondent's proposed Lump Sum Amount for Part 2 Design-Construct Services General Condition requirements for the Project during construction. The Design-Build Preconstruction Proposal also includes the fixed Lump Sum Amount of Thirty thousand no/100's Dollars ($30,000.00) for all Respondents for Design-Build Preconstruction Phase Contract services. The price is the amount each Respondent agrees to receive for completing Part 1 Preconstruction Phase Services. The Price Proposal criteria for mark-up percentage and proposed Lump Sum General Condition costs will be scored in accordance with Paragraph 7.4.1. The Price Proposal score will represent 30% of the Respondent's total "Best Value" score.

5.1.1.2. Technical Envelope. The "Technical Envelope" includes all non-price factors and will consist of the evaluation criteria items listed in Paragraph 6.3.3 below. Each Technical Proposal content evaluation criteria will be scored along with a relative weight given to each evaluation criteria as provided in Paragraph 7.4.2. The total "Technical Score" received by the Respondent will represent 30% of the total "Best Value" score.

5.1.1.3. Interview. The Respondent's interview will be scored in accordance with Paragraph 7.4.3 and represents 40% of the Respondent's score.

5.1.2. Opening of Envelopes. The "Technical Envelope" will be opened and scored first on a weighted criteria basis as outlined in Paragraph 7.4.2. The "Price Envelope" proposals will be opened after the technical proposals are scored and the interviews are given and scored. When the "Price Envelope" is opened the project Respondent's price will be scored in accordance with Paragraph 7.4.1.

5.1.3. Acceptable Safety Record. For purposes of the foregoing, a Respondent's safety record is deemed "acceptable" if its experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or if the Respondent is a party to an alternative dispute resolution system pursuant to Section 3201.5 of the Labor Code. If the DBE's EMR for the most recent three (3) year period exceeds an average of 1.0, the DBEs will a scored a "0" for Safety Record.

5.1.4. Prior Experience. For purposes of the foregoing, the "prior experience" of a Respondent will be limited to prior experience of the Respondent with: (i) completed design-build projects; and (ii) design-build experience within the past five (5) years for the following types of project owners: (i) municipalities; (ii) counties; (iii) private sector owners; and (iv) educational/non-profit.

6. RFP Response.

6.1. RFP Activities; Timeline. The following is a description of the principle activities to be completed under this RFP and the timeline for completion of each activity. The following notwithstanding, OWNER expressly reserves the right to modify the extent, nature or scope of RFP activities and/or the timeline for commencing/completing RFP activities by issuance of addenda reflecting such modification:

Activity	Completion Date
RFP Advertising (Published date)	Tuesday January 21st, 2025
Mandatory Pre-Proposal Conference	Wednesday February 5TH, 2025 @1:00PM

Last day for submittal of RFP Questions by fax or email	Friday February 14th, 2025
Responses to RFP Questions issued by OWNER	Friday February 21st, 2025
Latest date and time for RFP Submission	Tuesday March 3rd, 2025 @4:00pm
RFP Response Reviews	
Interviews	Week of March 17th, 2025
Issue Letter of Intent to Award DBE Agreement for Design-Build Preconstruction Services	Monday March 24th, 2025
Council Approval of DBE Preconstruction Contract	Tuesday April 1st, 2025
Issue DBE Agreement for Design-Build Preconstruction Services	Monday, April 7th, 2025

6.2. RFP Response; General.

6.2.1. RFP Response. All materials submitted in response to this RFP shall be on 8 ½" x 11" paper, preferably in portrait orientation, 12 point (or larger) Arial, Calibri or Times New Roman font with 1" page margins on all sides. Mistakes may be crossed out and corrections made adjacent, however, the person signing the Design-Build Services Pre-Qualification Application must initial each correction. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFP Response, which correspond to the RFP Response Formats described in Paragraphs 6.3 and 6.4 below.

6.2.2. Additional Materials. Respondents are not prohibited, but are discouraged, from submitting materials in addition to those specifically required by this RFP. If a Respondent elects to submit additional materials, all such additional materials must be submitted in a separate sealed envelope (container) with the exterior prominently marked with the Respondent's name and notation: "ADDITIONAL RFP RESPONSE MATERIALS."

6.2.3. Copies of RFP Response. Each Respondent shall submit one (1) complete electronic version on a flash drive for the Technical Proposal, one (1) original and five (5) copies of their respective RFP Technical and Price Responses/Proposals.

6.3. Technical Proposal Format/Contents. Each RFP Response must conform to the following described format and must include the content described below. Failure of a Respondent to submit its RFP Response in a format and with content not conforming to the following requirements will be a basis for the OWNER's rejection of such RFP Response for non-responsiveness.

6.3.1. Cover Sheet. Identify the submittal as the Response to this RFP and an identification of the DBE Team submitting the RFP Response along with the DBE's address, telephone/fax numbers, and email addresses of the DBE's principal contact in connection with this RFP and/or the RFP Response.

6.3.2. Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing Design-Build services in a single phase Design-Build "Best Value" competitive process for OWNER's selection of a DBE to complete design and construction of the Project in two parts: Part 1, Preconstruction Period Services performed for a stipulated or fixed amount and Part 2, Design-Construct Services in which the contract will be contingent upon the DBE providing an agreeable GMP, programming, and schematics to OWNER.

The Letter of Interest shall include:

6.3.2.1. A brief statement the DBE will manage the Architectural/Engineering (A/E) as required to complete programming, schematics and design to the "Cost Model" as required provide "turnkey" construction and commissioning of the project.

6.3.2.2. A brief statement of the qualifications of the Respondent to complete Design-Build services for the Project.

6.3.2.3. Confirmation the Respondent's agrees to enter into Agreement for Design-Build Preconstruction Services and Agreement for Design-Build Services contracts if selected, and all information in the RFP is accurate under penalty of perjury.

6.3.2.4. Provide contact information, including the telephone number, fax number and email address for the personnel of the Respondent who will be receiving notices and other

communications from OWNER regarding the RFP.

6.3.2.5. An individual authorized to contractually bind the Respondent shall sign cover letter.

6.3.2.6. There is no tab requirement for this introduction item. The Cover Sheet should be bound with other materials responding to this RFP.

6.3.3. Table of Contents. Include a Table of Contents reflecting each Paragraph 6.3.4 tabs of the RFP Response. There is no tab requirement for this introduction item.

6.3.4. Project Specific Requirements:

6.3.4.1. Tab 1: Pre-Qualification Application Questionnaire. Each Respondent must complete the Pre-Qualification Application ("Pre-Qualification Questionnaire") included and submit the application in Tab 1. OWNER's Selection Committee will evaluate and score each Pre-Qualification Questionnaire for completeness; conformance to project requirements; history of violations, claims, arbitration and/or litigation; and other requirements. Pre-Qualification Applications must be signed under penalty of perjury in the manner designated at the end of the Pre-Qualification Application, by an individual who has the legal authority to bind the Respondent on whose behalf that person is signing. If any information provided by a Respondent becomes inaccurate, the Respondent must immediately notify OWNER and provide updated accurate information in writing, under penalty of perjury.

6.3.4.2. Tab 2: Relevant Project Experience. Provide additional General Contractor and Design Professional's design and construction profiles of the projects identified in the Design-Build Services Pre-Qualification Application. The "prior experience" of a Respondent will be scored separately on the General Contractor's and Design Professional's individual experience with any project using the Design Build delivery method and then limited to the Respondent's General Contractor's and Design Professional's individual prior experience with design-build within the past five (5) years for the following types of project owners: (i) municipalities; (ii) counties; (iii) private sector owners; and (iv) educational/non-profit. Clearly identify the relevance of each project, addressing relevance to the proposed Project. The projects should demonstrate the DBE's design and construction experience on similar projects in terms of new construction, similar in size, scope, complexity, including specific experience in educational facilities and design-build experience. This section of the RFP Response shall not exceed ten (10) pages.

6.3.4.3. Tab 3: Project Organization. Provide information on the organization of the Project personnel that will be used to deliver the project. Define key personnel of the Respondent (General Contractor) and Architect of Record (AOR) for Preconstruction and Design and Construction team components and how the teams will be managed; the decision-making process proposed; and the qualifications of the key personnel. Identify each person proposed as part of the Design Team and indicate whether such proposed personnel are employees of the Respondent, an employee of the Respondent's teaming Design firm, Sub-Consultant to the Respondent or an independent contractor to the Respondent. Include an organizational chart for Part 1 Preconstruction Phase Services and Part 2 Design-Construct Phase Services illustrating the relationships: (i) among the Respondent's proposed Project Team; and (ii) between the proposed Project Team and OWNER.

6.3.4.4. Tab 4: Proposed Project Team. Identify the key members of the Respondents' General Contractor and Architectural personnel that will be assigned to the Pre-Construction and Construction phases of the Project. The following personnel must be minimally included in the proposed Project Team: General Contractor's Project Manager and/or Design Manager, Architect of Record's Project Manager and/or Design Manager, Structural Engineer; Mechanical Engineer; Electrical Engineer; Civil Engineer; and Construction Field Superintendent, Scheduler and Cost Estimator. If any of the personnel of the proposed Project Team are different from the proposed Project Team identified by a Respondent in its Pre-Qualification Application, resumes detailing the education and experience that relates to OWNER's project of such different personnel must be included under this tab. Describe in graphic and written form, the proposed Project assignments and lines of authority and communication for each team member to be directly involved in the

Project. Indicate the percentage of time these members will be involved in the Project for Preconstruction and Construction Services. Affirm individuals identified will be committed for the entire duration of the project. For the team members listed, please provide their current workload information and their availability to start attending meetings, drawing reviews, and participate in programming, schematic design and cost analysis exercises

6.3.4.5. Tab 5: Project Personnel Resumes. Submit resumes demonstrating the qualifications of key personnel defined on the organization chart for the Project. Key personnel are those who will be working directly with OWNER including: General Contractor's project executive, project manager, and superintendent, and the design professional or architect and project manager. Resumes shall include:

6.3.4.5.1. Experience on projects of similar size, scope, complexity and budget.

6.3.4.5.2. Experience with design build delivery method where collaboration during the design phase and construction is demonstrated.

6.3.4.5.3. Relevant qualifications, background, and any projects team members that have previously worked as members of an integrated team Professional certifications and technical experience.

6.3.4.6. Tab 6 Project Approach. Provide a description of the proposed Project Team's approach and methodology to completing tasks necessary to complete OWNER's programming, schematic drawings, scheduling, Life Cycle costing and provide GMP pricing working collaboratively with OWNER's project management team. Further provide a description of the Respondent's proposed approach to the Preconstruction phase of the Project set forth in the Part 1 – Preconstruction Phase Services as required to deliver the scope of work within the 60-day schedule provided. Include the Respondent's control systems for document control, planning, scheduling, and cost management.

6.3.4.7. Tab 7: Project Schedule. Provide a narrative that includes a graphic or text narrative of the anticipated dates for the following milestones: (i) DBE completion of OWNER Project programming; production of required schematic design documents to 20% to 30% necessary for DBE to depict programming and provide schematic drawings that meets OWNER approval; development of Guaranteed Maximum Price (GMP) cost breakdown for all remaining design and construction work; and the development of project schedules, bid trade packages and cost models/estimates needed, etc.; (ii) completion of design development and construction documents sufficient for submittal to City of Oroville; (iii) issuance of construction permit; (iv) commencement of field construction activities; and (v) Project Final Completion.

6.3.4.8. Tab 8: Financial Statement. Include a current financial statement (2024CY or 2022/2023 FY) for the Respondent. Financial Statements must be reviewed or audited by a Certified Public Accountant.

6.3.4.9. Tab 9: Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent and its proposed AOR and Design Consultants for the mechanical, structural, electrical, and civil design disciplines. Required Certificates of Insurance and minimum coverage amounts for each policy of insurance are as set forth below. OWNER reserves the right to modify the minimum coverage limits for each policy of insurance on the Project.

Required Insurance Policy Certificate	Minimum DBE Coverage Limits	Minimum AOR Coverage Limits	Minimum Design Consultants Coverage Limits
Workers Compensation	In accordance with law	In accordance with law	In accordance with law
Employers Liability	One Million Dollars ($1,000,000) per occurrence	One Million Dollars ($1,000,000) per occurrence	One Million Dollars ($1,000,000) per occurrence
Comprehensive General Liability (including property	One Million Dollars ($1,000,000) per claim/Two Million	One Million Dollars ($1,000,000) per claim/Two Million	One Million Dollars ($1,000,000) per claim/Two Million

Required Insurance Policy Certificate	Minimum DBE Coverage Limits	Minimum AOR Coverage Limits	Minimum Design Consultants Coverage Limits
damage and automobile liability)	Dollars ($2,000,000) aggregate	Dollars ($2,000,000) aggregate	Dollars ($2,000,000) aggregate
Professional Liability	One Million Dollars ($1,000,000) per claim/Two Million Dollars ($2,000,000) aggregate, if the DBE is also the AOR	One Million Dollars ($1,000,000) per claim/Two Million Dollars ($2,000,000) aggregate, if the AOR is subcontractor to DBE	One Million Dollars ($1,000,000) per claim/Two Million Dollars ($2,000,000) aggregate

6.3.4.10. Tab 10: Safety Record. Include submission of evidence that establishes the DBE's safety record. For purposes of this RFP, an "acceptable safety record" is a Workers Compensation Insurance experience (EMR) for the most recent three (3) year period that is an average of 1.0 or less, and an average total recordable injury or illness rate and average lost work rate for the most three (3) year period does not exceed the applicable statistical standards for the construction industry. If the DBE's EMR for the most recent three (3) year period exceeds an average of 1.0, the DBEs will a scored a "0" for Safety Record.

6.3.4.11. Tab 11: Geographic Location of Home Office. Include submission of evidence that establishes that DBE has a current home office located either within a 40-mile radius from OWNER; within a 75-mile radius from OWNER; or exceeds 75-mile radius from OWNER. If the DBE's home office location exceeds a 75-mile radius from OWNER, then the DBE will receive a score of "0" for this tab requirement.

6.4. Price Proposal Format. The Price Proposal portion of RFP Responses shall include the following items in the order noted below:

6.4.1. Tab A: Proposal. Completed and executed form of Proposal and Proposal Attachments included in this RFP.

6.4.2. Tab B: Non-Collusion Affidavit. Complete and execute the form of Non-Collusion Affidavit included with this RFP.

6.4.3. Tab C: DBE Certification. Complete and execute the form of DBE Certification included with this RFP.

6.4.4. Tab D: Bid Security (if required). If the Bid Security of the DBE responding to this RFP is in the form of a Bid Bond, incorporate the form of the Bid Bond included with this RFP. The form and content of the Bid Bond must be identical to the form of Bid Bond included with this RFP and must be executed on behalf of the DBE and the Surety issuing the Bid Bond, along with Attorney in Fact Certifications and duly executed notary acknowledgements of the signatures therein. If the Bid Security of the DBE is in the form of a cashier's check or cash, such DBE shall note the form of Bid Security in Tab D and shall include a separate sealed envelope containing the cashier's check or cash Bid Security. Failure of a Respondent to submit the required Bid Security in accordance with the foregoing will result in the rejection of such Respondent's RFP Response for non-responsiveness.

6.4.5. Tab E: Design-Build Preconstruction Services Agreement Phase Contract Terms and Conditions. Each DBE must thoroughly review the Design-Build Preconstruction Services Phase Contract and must, in Tab E of their respective RFP responses, identify any term or condition of Design-Build Preconstruction Phase Contract which the Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, Tab E of the RFP Response must set forth the specific text of the requested amendment or addition. A Respondent's modification or objection to any existing term, condition or provision in the Design-Build Preconstruction Phase Contract shall not, however, be deemed OWNER's acceptance thereof. The RFP Response of a Respondent which does not identify modifications to terms or conditions of the attached Design-Build Preconstruction Phase Contract will be deemed to have agreed to all terms and conditions set forth therein; if awarded the Design-

Build Preconstruction Phase Contract, such Respondent must execute the Design-Build Preconstruction Phase Contract without modification. Notwithstanding the inclusion of any requested modifications to any portion of the Design-Build Preconstruction Phase Contract in any Respondent's RFP Response, such modifications shall not be binding upon OWNER unless: (i) the Design-Build Preconstruction Phase Contract is awarded to such Respondent; and (ii) OWNER at or prior to the time of award of the Design- Build Preconstruction Phase Contract has accepted such modifications by a written instrument duly executed by an authorized employee or representative of OWNER. If Respondent does not take any exceptions to the Design-Build Preconstruction Phase Contract Terms and Conditions, provide a statement for Tab E stating "no exceptions taken."

6.4.6. Tab F: Agreement for Design-Build Services Contract Terms and Conditions. Each DBE must thoroughly review the Design-Build Services Contract and must, in Tab F of their respective RFP responses, identify any term or condition of the DBE Contract which the Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, Tab F of the RFP Response must set forth the specific text of the requested amendment or addition. A Respondent's modification or objection to any existing term, condition or provision in the DBE Contract shall not, however, be deemed OWNER's acceptance thereof. The RFP Response of a Respondent which does not identify modifications to terms or conditions of the attached DBE Contract will be deemed to have agreed to all terms and conditions set forth therein; if awarded the DBE Contract, such Respondent must execute the DBE Contract without modification. Notwithstanding the inclusion of any requested modifications to any portion of the DBE Contract in any Respondent's RFP Response, such modifications shall not be binding upon OWNER unless: (i) the DBE Contract is awarded to such Respondent; and (ii) OWNER at or prior to the time of award of the DBE Contract has accepted such modifications by a written instrument duly executed by an authorized employee or representative of OWNER. If Respondent does not take any exceptions to the DBE Contract Terms and Conditions, provide a statement for Tab F stating "no exceptions taken."

7. Scoring. RFP Evaluations Technical Scoring Criteria.

7.1. General. Timely submitted RFP Responses will be independently reviewed by each member of the Selection Committee. A Response to the RFP, which does not comply with the requirements of this RFP, will be subject to rejection for non-responsiveness.

7.2. OWNER Policy. It is the policy of OWNER that the selection of firms to provide professional services in connection with construction projects of OWNER be based on the demonstrated competence and qualifications to complete the required professional services at a fair and reasonable price to OWNER.

7.3. Initial Evaluation Criteria. The following sets forth the criteria by which each RFP Response Technical score will be evaluated. See Paragraph 7.4.2 for the relative weight of each Technical Score Criteria Tabs 1 through 10. The maximum "Technical Score" is 300 points. The total Technical score points of will be added to the total score for the Price Proposal score out of 300 points and Interview score out of 400 points. The DBE Preconstruction Contract, if awarded, will be to the Respondent submitting the highest total points out of a maximum of 1,000 total points.

7.4. Scoring.

7.4.1. Price Proposal.

7.4.1.1. Preconstruction Services Price. There will be no scoring for the "Preconstruction Services Price." The "Preconstruction Services Contract Price" for completion of Part 1 - Preconstruction Phase services for the Project will be a fixed price, the fixed Lump Sum Amount of Thirty thousand and no/100's Dollars ($30,000.00) for the successful Respondent to complete programming, schematic design, scheduling, Life Cycle costing and Guaranteed Maximum Price (GMP) pricing and related preconstruction activities of the Project.

7.4.1.2. Part 2 - Design-Construct Phase Services Scoring of Total Fee Percentage. Total Fee percentage of the Respondent's proposed Profit and Overhead for the Part 2 - Design-Construct Phase Services. Total Fee percentage will be scored in direct relation to the Respondent's variance from the lowest fee based on the average fee.

The lowest Total Fee percentage will receive the maximum score of 150 points.

For Example

Proposed Fee %	Variation from Lowest Fee = Proposed Fee % Less Lowest Fee %	% Variation = Variation from Lowest Fee % Divided By Average Fee%	Points to Deduct From Maximum Points of 150	Proposed Fee % Score Points
10%	10%-10%=0%	0%/11%=0%	150 x 0% = 0	150-0=150
11%	11%-10%=1%	1%/11%=9%	150 x 9% = 14	150-14=136
12%	12%-10%=2%	2%/11%=18%	150 x 18% = 27	150-27=123

Sample calculation: Average fee = (10+11+12)/3 = 11%
Points to Deduct from Maximum Points of 150 = Maximum Points x % Variation

7.4.1.3. Part 2 - Design-Construct Phase Services Scoring of General Conditions Lump Sum Total Fee. The Respondent's proposed General Conditions Lump Sum Fee Total for the Part 2 - Design-Construct Phase Services will be scored in direct relation to the Respondent's variance from the lowest Lump Sum Fee based on the average fee. The lowest Lump Sum Total Fee percentage will receive the maximum score of 150 points.

For Example

Proposed GC Lump Sum Fee	Variation from Lowest Fee= Proposed Fee Less Lowest Fee	% Variation = Variation from Fee Variation Divided by Average Fee	Points to Deduct from Maximum Points of 150	Proposed GC Lump Sum Fee Score Points
$44,800	$44,800- $44,800=$0	$0/$54,133=0%	150 x 0% = 0	150-0=150
$56,000	$56,000- $44,800=$11,200	$11,200/54,133=21%	150 x 21% = 32	150-32=118
$61,600	$61,600- $41,800=$19,800	$19,800/$54,133%=37 %	150 x 37% = 56	150-56=94

Sample calculation: Average fee = ($44,800+$56,000+$61,600)/3 = $54,133
Points to Deduct from Maximum Points of 150 = Maximum Points x % Variation

7.4.2. Technical Score. The Selection Committee will determine Respondents "Technical Score" using the "Weighted Criteria" scoring method described below. The total "Technical Score" received by the Respondent will represent 30% of the total "Best Value" score. The maximum "Technical Score" is 300 points.

Tab No.	Description	Maximum Score	Weighted Value	Total Points
Tab 1: DBE Pre-Qualification Application	A. General Contractor	10	1	10
	B. Design Professional	10	1	10
Tab 2: 1) Relevant Public Experience	A. General Contractor	10	5	50
	B. Design Professional	10	2	20
2) Relevant DB Project Experience General Contractor	A. Governmental	10	4	40
	B. Private	10	2	20
3) Relevant DB Project Experience Design Professional	A. Governmental	10	2	20
	B. Private	10	1	10

Tab No.	Description	Maximum Score	Weighted Value	Total Points
Tab 3: Project Organization		10	1	10
Tab 4: Project Team		10	1	10
Tab 5: Project Personnel Resumes		10	1	10
Tab 6: Project Approach		10	2	20
Tab 7: Financial Statement		10	1	10
Tab 8: Insurance Certificates		10	1	10
Tab 9: Safety Record		10	1	10
Tab 10: Geographic Location of Home Office	A. Within a 40-mile radius	10	4	40
	B. Within a 75-mile radius	10	1	
	C. Exceeds 75-mile radius	10	0	
			Total Maximum Points	300

7.4.3. Proposal Interviews/Interview Scoring (400 Points):

7.4.3.1. Interview Requirements. The Selection Committee will conduct interviews with each of the Respondents timely submitting RFP Responses. The total "Interview Score" received by the Respondent will represent 40% of the total "Best Value" score. The maximum "Interview Score" is 400 points. The purpose of the interview is for the Respondent to present and confirm information provided in the RFP Response. In these interviews, the Respondent and its team may expand on the information provided in its RFP Response and will respond to questions from the Selection Committee. Each Respondent shall have their proposed key personnel assigned the Project present as the primary representatives during this process.

7.4.3.2. Interview Format. Each Respondent will have 10 minutes to setup, 30 minutes to present on the minimal OWNER deliverables for the Proposal Interview presentation relating to the Respondent's DBE team, and proposed preconstruction approach to achieve OWNER's Project objectives within the budget constraints and time limits established for the Project. The Selection Committee will follow the presentation with a Question and Answer (Q&A) session of no more than 20 minutes. The following is a list of minimal deliverables for the Proposal Interview presentation with their related weighted scores:

Deliverables	Maximum Score 1-10	Weighted Value	Maximum Total Points
Project Team • Introduction on Project Team • General Contractor & Design Professional experience(s) prior collaboration(s) and delivery of DB and like projects • Personnel assigned to the Pre-Construction and Construction Phases of the Project • Personnel roles & responsibilities	10	5	50
Project Approach			

• Preconstruction overall approach	10	3	30
• Completing programming	10	2	20
• Completing schematics and design concept	10	3	30
• Develop development of project schedules, bid trade packages and "Cost Models"/estimates needed, etc.	10	2	20
• Developing the GMP within the OWNER's established budget	10	3	30
Scheduling Does the Respondent feel the schedule can be achieved? Describe Respondent's approach to assuring timely completion of this project, including methods for schedule recovery, if necessary (scheduling strategy to meet a very tight scheduling requirement)	10	10	100
Safety Approach Safety plans; addressing the ability to stay in line with construction schedules while the site will be used in part by the city's public works and utilities divisions	10	5	50
OWNER closing question for Respondent Teams	10	2	20
Overall evaluation of the quality of the Team's presentation	10	5	50
Total Possible Interview Technical Points			**400**

7.4.3.3. Respondent Interview Materials. Respondent interview materials may include presentation boards and/or electronic presentations describing the Respondent's RFP Response and approach to completing Project programming, preconstruction services, design and construction services. Interview materials must be exclusively devoted to the Respondent's proposed completion of Project programming, schematic design, scheduling GMP pricing and design construct delivery and must not be in the nature of marketing materials. Respondents must provide eight (8) copies of all interview presentation materials in three-ring binders along with an electronic copy of the interview materials.

8. Award of DBE Contract. Award of the DBE Preconstruction Contract will only be by action of OWNER's Board of Directors. OWNER reserves the right to waive minor irregularities or informalities in the Proposals or to reject all Proposals.

[END OF SECTION]

DESIGN-BUILD COLLABORATIVE PRECONSTRUCTION PROPOSAL

To Designated Appointee for The City of Oroville ("OWNER"), the undersigned proposes to provide the work, labor, materials and services necessary to complete the design and construction of the work of improvement commonly described as the City of Oroville – Corporation Yard Project – Multi-Building Remodel and Site Work ("Project").

1. Proposal Submission. This Proposal is submitted by _____ ("Respondent"); if the DBE Preconstruction Contract for the Project is awarded to the Respondent, the Respondent will execute the DBE Pre-construction Contract included with the Contract Documents and shall complete programming, schematic design, scheduling, Life Cycle costing and Guaranteed Maximum Price pricing of the Project in accordance with the Contract Documents for the Lump Sum Contract Price and within the Contract Time set forth therein.

2. Respondent Acknowledgements. By submitting this Proposal, the Respondent acknowledges that the Respondent has: (i) carefully reviewed and examined the Bridging Documents; (ii) conducted observations of the site as deemed reasonable and prudent by the Respondent; (iii) carefully reviewed and examined the Contract Documents; (iv) been afforded the opportunity to request clarification or explanation of the Bridging Documents and the Contract Documents; and (v) committed to acceptance of this Proposal by OWNER within sixty (60) days of the date of this Proposal.

3. Addenda. The Respondent acknowledges its receipt of the following Addenda issued by or on behalf of OWNER and that the Proposal incorporates the matters addressed in each of the following Addenda. The Respondent further acknowledges that if the Respondent does not acknowledge receipt of all Addenda issued by or on behalf of OWNER and that this Proposal incorporates the matters raised by all Addenda, this Proposal may be rejected for non-responsiveness.

Addenda Number	Addenda Received by Respondent and incorporated into Proposal
	□ Yes □ No
	□ Yes □ No
	□ Yes □ No
	□ Yes □ No

4. Price Proposal. The Price for completion of Part 1 - Preconstruction Phase services for the Project will be the fixed Lump Sum Amount of Thirty thousand and no/100's Dollars ($30,000.00) ("Preconstruction Services Contract Price") for all Respondents to complete programming, schematic design, scheduling, Life Cycle costing and Guaranteed Maximum Price (GMP) pricing and related preconstruction activities of the Project.

5. Part 2 - Design-Construct Phase Services Fee Percentage (Profit & OH). The Respondent's percentage proposed for the Part 2 - Design-Construct Phase services represents the Respondent's proposed Design and Construction Services GMP Profit and Overhead fee. The intent is for the Profit and Overhead fee to cover the DBE's overhead expenses and profit margin for design and construction. The definition of overhead expenses is all those expenses not readily chargeable to one particular project. They constitute the DBE's cost of doing business and any fixed expenses that are paid by the any of the contractor's personnel are not 100% charged to a project, those personnel should be considered in the DBE's overhead expense.

6. Part 2 - Design-Construct Phase Services Scoring of General Conditions Lump Sum Total Fee. Provide an estimate of Respondent's General Conditions for the Project construction utilizing the Design-Build Pre-Construction Proposal Attachment to this **DESIGN-BUILD COLLABORATIVE**

Service	Proposed Percentage
Part 2 - Design-Construct Phase Services Fee Percentage (Profit & OH)	Percentage (%)_____

PRECONSTRUCTION PROPOSAL. General Conditions for the purposes of the estimate required under this Proposal shall be defined as Administrative and Field Direct Construction costs necessary to facilitate the overall prosecution of the Work, that are NOT otherwise attributable to a CSI Division of Work. Administrative General Conditions include, but are not necessarily limited to: project manager, estimator, principals, project engineers, bookkeeping, and administrative personnel. Field General Conditions include, but are not necessarily limited to: general labor, housekeeping, site management (Superintendent), safety measures, temporary utilities, trailers, etc. For parity between Respondent proposals, Insurance, Equipment Rental, SWPPP and Erosion Controls are General Condition items that shall be included in the Respondent's General Condition estimate. For comparison purposes and parity, Respondents shall base their General Conditions estimate breakdown on the time duration for construction of 270 days and OWNER's estimated design and construction of Project Construction Costs of $1.75 million. The failure of a Respondent to submit Part 2 - Design-Construct Phase Services Scoring of General Conditions Lump Sum Total Fee pricing in accordance with the instruction herein with its Proposal will result in rejection of the Proposal for non-responsiveness.

General Conditions	Proposed Lump Sum Fee Amount
Part 2 - Design-Construct Phase Lump Sum Total Fee	$_____

7. Proposal Exceptions/Exclusions. The Proposal incorporates all work, labor, materials and services required to complete the Work of the Contract Documents, except as noted below. The Respondent acknowledges that if OWNER determines in OWNER's sole discretion that any of the exceptions/exclusions set forth below affect material terms of the Contract Documents and/or affect the nature, scope or other requirements of the Project, OWNER may reject this Proposal for non-responsiveness. The exceptions/exclusions are: _____.

8. Award of DBE Preconstruction Contract.

   8.1. OWNER Actions. The Respondent acknowledges that action to award the DBE Preconstruction Contract is vested solely in the Board of Directors of OWNER and that OWNER may waive minor irregularities or informalities in the RFP process or OWNER may reject all Proposals.

   8.2. Respondent Responsibilities. If the undersigned Respondent is awarded the DBE Preconstruction Contract, the Respondent shall execute and return the executed Agreement to OWNER within ten (10) calendar days of the date of the Board of Directors action awarding the DBE Preconstruction Contract to the Respondent. Concurrently with return of the executed DBE Preconstruction Contract the Respondent shall also submit: (i) Certificates of Insurance evidencing that the policies of insurance in the minimum coverage amounts set forth in the RFP and the DBE Preconstruction Contract have been obtained by the Respondent; (ii) duly

executed and Bid Bond; (iii) duly completed and executed Certificate of Workers Compensation Insurance and (iv) duly completed and executed Drug-Free Workplace Certification.

9. Progress and Completion of the Work. Time of Essence. Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the DBE confirms that the below listed Maximum Durations of Time represents a reasonable period in calendar days for performing and achieving each Phase of the Work provided. Respondents have the option of proposing a lower duration ceiling. Should Respondents propose a lower duration ceiling for any of the Phases listed, Respondents are required to attach a narrative to their Proposal providing justification on how the Respondent will achieve the lesser duration(s) proposed.

Phase	**OWNER Maximum Duration**	**Respondent Proposed Duration**
Preconstruction:	60	_____
Design/ Plan Approval:	104	_____
Construction:	270	_____
Total Final Project Duration	**434**	_____

The DBE shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve Final Completion of the Work within the Contract Time.

10. Progress Payments. Applications for Progress Payments. During the DBE's performance of the Preconstruction Services the DBE shall submit monthly, on the first working day of each month, to OWNER, Project Manager, Applications for Progress Payments, on forms approved or designated by OWNER, setting forth an itemized estimate of the value of the Work completed in the preceding month for the purpose of the OWNER's making of Progress Payments thereon. Values utilized in the Applications for Progress Payments shall be based upon the OWNER's accepted Cost Breakdown of the Preconstruction Services Contract Price and such values shall be only for determining the basis of Progress Payments to DBE, and shall not be considered as fixing a basis for adjustments, whether additive or deductive, to the Preconstruction Services Contract Price, or for determining the extent of Work actually completed. Additionally DBE shall submit reviews at 30%, 60% completion to allow the city time to determine project viability.

11. Conflicts of Interest. The undersigned will not enter into any contracts with other parties that conflict with the services being contracted for in this Agreement. The undersigned's employees/consultants are not considered employees of **The City of Oroville** and acknowledges **The City of Oroville** assumes no liability for Worker's Compensation or liability for loss, damage or injury to person(s) or property during or related to the performance of services under this Agreement.

The individual executing this Proposal on behalf of the above-identified Respondent warrants and represents to OWNER that: (i) he/she is duly authorized to execute this Proposal on behalf of the Respondent and to bind the Respondent to this Proposal; and (ii) this Proposal is complete and accurate.

By: _____

Title: _____

Date: _____

DESIGN-BUILD PRECONSTRUCTION PROPOSAL ATTACHMENT

DESIGN-BUILD CONSTRUCTION GENERAL CONDITION COST PROPOSAL

GENERAL CONDITIONS CALCULATIONS		
CODE	**BID ITEM**	**SUBTOTAL**
100	PERMITS & FEES	
110	ON-SITE SUPERVISION	
120	PROJECT MANAGER	
130	PROJECT ENGINEER	
140	PROJECT LABOR (clean-up & other work not attributable to CSI Division)	
150	FUEL	
160	FUEL - P.Mgr./P.Egr./Etc.	
170	SUBSISTENCE	
180	CELLULAR - Superintendent	
190	CELLULAR - P.Mgr./P.Egr./Etc.	
200	TEMP PHONE - Hook Up	
210	TEMP PHONE - Monthly	
220	TEMP POWER - Hook Up	
230	TEMP Power - Monthly	
240	TEMP WATER METER	
250	TEMP CONST. WATER	
260	TEMP TOILETS	
270	TEMP FENCING	
280	TEMP LIGHTING	
290	TEMP OFFICE - Move In/Out	
300	TEMP OFFICE - Monthly	
310	TEMP STORAGE UNIT- Move In/Out	
320	TEMP STORAGE UNIT - Monthly	
330	OFFICE SUPPLIES & EXPENSES	
340	POSTAGE/UPS/OVERNIGHT	
350	DWG. COPIES / REPRODUCTION	
360	OFFICE WATER - Bottled	
390	WASTE DISPOSAL	
400	JOBSITE SECURITY	
410	SCAFFOLDING	
420	SAFETY	
440	JANITORIAL / FINAL CLEAN-UP	
450	CONSTRUCTION STAKING / SURVEY	
460	TEMP WEATHER PROTECTION	
470	DUST CONTROL / HOUSEKEEPING	
480	INSURANCE	
490	DEWATERING – PUMPS, HOSE, ETC.	
510	EQUIPMENT RENTAL	
520	SWPPP REQUIREMENTS	
530	EROSION CONTROL	
540		
PROPOSED LUM SUM GENERAL CONDITIONS COSTS		**$**

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto The City of Oroville. ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as **City of Oroville – Corporation Yard Project – Multi-Building Remodel and Site Work.**

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Obligee's estimated Construction Costs of $1,750,000.00

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20___ by their duly authorized agents or representatives.

_____

(Bidder-Principal Name)

By: _____
(Signature)

_____
(Typed or Printed Name)

Title:

_____

(Attach Notary Public Acknowledgement of Principal's Signature)

_____

(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

_____
(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

Contact name, address, telephone number and email address for notices to the Surety

_____
(Contact Name)

_____
(Street Address)

_____
(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

SUBCONTRACTORS LIST

Project: City of Oroville – Corporation Yard Project – Multi-Building Remodel and Site Work

Respondent: _____

Licensed Subcontractor Name	Subcontractor Office, Mill or Shop Address	Subcontractor Trade or Portion of Work	Subcontractor Contractors' License Number and Classification(s)
			License No._____ Classification(s)_____
			License No._____ Classification(s)_____
			License No._____ Classification(s)_____
			License No._____ Classification(s)_____
			License No._____ Classification(s)_____
			License No._____ Classification(s)_____
			License No._____ Classification(s)_____
			License No._____ Classification(s)_____
			License No._____ Classification(s)_____
			License No._____ Classification(s)_____
			License No._____ Classification(s)_____
			License No._____ Classification(s)_____
			License No._____ Classification(s)_____

[Duplicate and attached additional page(s) as required.]

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Butte)

PROJECT: City of Oroville – Corporation Yard Project

I, _____, being first duly sworn, deposes and says that I
(Typed or Printed Name)
am the _____ of _____, the party
(Title) (Bidder Name)
submitting the foregoing Proposal ("the Respondent"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

The Proposal is genuine and not collusive or sham.

The Respondent has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

All statements contained in the Proposal and related documents are true.

The Respondent has not, directly or indirectly, submitted the price Proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 20__ at _____.
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____
Signature

_____
Name Printed or Typed

DBE CERTIFICATIONS

These DBE Certifications are submitted by the undersigned Respondent, _____ to The City of Oroville ("OWNER") concurrently with the Proposal of the Respondent for the DBE Contract relating to the City of Oroville – Corporation Yard Project – Multi-Building Remodel and Site Work ("PROJECT"). The Respondent acknowledges that: (i) OWNER will rely upon the matters disclosed and verified in these Certifications as part of OWNER's review and evaluation of the Proposal for the DBE Contract; and (ii) that if OWNER reasonably determines that any of the following Certifications or the matters to which the Certifications verify are false, untrue, misleading or omit material facts rendering the Certification to be false or misleading, OWNER may reject the Respondent's Proposal for non-responsiveness.

1. Project Team. By execution and submission of this Certification with the Respondent's Proposal, the Respondent certifies to OWNER that if awarded the DBE Contract, the Respondent intends to complete its obligations under the DBE Contract with Project Team identified in its Pre-qualification Application. The Respondent acknowledges that if there are any substitutions to the Project Team that are not approved by OWNER, prior to the Respondent's submission of its Proposal, the Proposal may be rejected by OWNER for non-responsiveness.

2. Adequacy of Proposed Price. By execution and submission of this Certification with the Respondent's Proposal, the Respondent certifies to OWNER that the Proposed Price set forth in the Respondent's Proposal is sufficient and adequate for completing all of the Respondent's obligations under the DBE Preconstruction Contract and that the allocation of the Proposed Lump Sum Price between the Part 1 – Preconstruction Phase Services and the Part 2 – Design-Construct Phase Services, as set forth in the Respondent's Proposal are sufficient and adequate for the scope thereof.

3. Skilled Labor Force Availability. By execution and submission of this Certification with the Respondent's Proposal, the Respondent certifies to OWNER that the Respondent is a party to an agreement with a registered apprenticeship program, approved by the California Apprenticeship Council, which has graduated apprentices in each of the preceding five years (provided that this graduation requirement shall not apply to programs providing apprenticeship training for any craft that has been deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft in the five years prior to 2009), and that attached hereto is a copy of that agreement, which is true and correct and in full force and effect.

4. Acceptable Safety Record. Please check one of the following:

   _____The undersigned Respondent's Workers Compensation Insurance experience modification rate for the most recent three-year period is an average of 1.00 or less.

   _____The average Total Recordable Injury/Illness rate and average lost work rate of the Respondent for the most recent three-year period does not exceed the applicable statistical standards for its business category.

   _____The undersigned Respondent is a party to an alternative dispute resolution system pursuant to Labor Code § 3201.5.

5. Review and Acceptance of Bridging Documents. The Respondent certifies that: (i) the Respondent has thoroughly reviewed the Bridging Documents and obtained a complete understanding of the scope and other requirements of the Project; (ii) the Respondent has thoroughly reviewed the Site of the Project and obtained a complete understanding of the physical conditions of the Site and other limitations, constraints and other conditions which may affect the Project or the construction thereof; (iii) the Bridging Documents reflect and incorporate

physical conditions of the Site and other limitations, constraints or other conditions which may affect construction of the Project; and (iv) the Respondent accepts the Bridging Documents as being sufficiently complete and without errors or omissions so that the Respondent can complete development of OWNER's programming and Bridging Documents with OWNER's Design-Build Team to produce complete Design Documents which will be permitted by City of Oroville and which reflect the scope and other Project requirements established by the Respondent and OWNER for the Part 2 – Design-Construct Phase Services portion of the Project for the Guaranteed Maximum Price (GMP) developed in the Part 1 – Preconstruction Phase Services.

6. Pre-Qualification Application Certification. Please check one of the following:

   _____ The Respondent certifies that all information it submitted to OWNER in connection with the Respondent's Pre-Qualification Application, including without limitation information relating to the financial capacity and financial condition of the Respondent remains true and correct in all material respects as of the date of submitting its Proposal.

   _____ Except as provided in the accompanying attachment entitled "Design-Build Entity Material Changes List" consisting of _____ pages, the Respondent certifies that all information it submitted to OWNER in connection with the Respondent's Pre-Qualification Application, including without limitation information relating to the financial capacity and financial condition of the Respondent remains true and correct in all material respects as of the date of submitting its Proposal.

I have reviewed each of the foregoing Certifications and know them to be true and correct of my own personal knowledge or I have made due and diligent inquiry of persons with knowledge of the foregoing and based upon such inquiry, each of the foregoing are true and correct. I am duly authorized by the Respondent to execute these Certifications on behalf of the Respondent. I declare under penalty of perjury under California law that the foregoing is true and correct.

By:_____
(Signature)

_____
(Typed or printed name)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE
PROJECT: Corporation Yard Project – Multi-Building Remodel and Site Work

I, _____ the _____ of
(Name)
(Title)
_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:
   (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
   (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

3. The following information pertains to the Workers Compensation Insurance policy:

Name of Insurer	
Policy No.	
Expiration Date	
Name, Address, Telephone, Fax and Email Address of contact for Insurer or Broker	

_____
(Contractor Name)

By:_____
(Signature)

_____
(Typed or printed name)

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)
_____. I declare, state and certify to all of the following:
(Contractor Name).

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

   B. Establishing a drug-free awareness program to inform employees about all of the following:

      i. The dangers of drug abuse in the workplace;

      ii. Contractor's policy of maintaining a drug-free workplace;

      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations;

   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

   D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

3. Contractor and I understand that if City of Oroville determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed at _____ this ____day of _____, 20____.
(City and State)

_____
(Signature)

_____
(Handwritten or Typed Name)

AGREEMENT FOR DESIGN-BUILD PRECONSTRUCTION SERVICES

THIS AGREEMENT FOR DESIGN-BUILD PRECONSTRUCTION SERVICES ("Agreement") is made this ____ day of _____, 20__, in the Community of Oroville, County of Butte, State of California, by The City of Oroville hereinafter "OWNER" and __ _____ ("DBE").

WITNESSETH, that OWNER and the DBE in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the DBE shall perform and provide all necessary Preconstruction Period Services in the execution of all of the obligations of the DBE set forth in the Contract Documents in connection with the work of improvement commonly referred to as City of Oroville – Corporation Yard Project ("Project"). DBE shall provide all services and complete all Work covered by the Contract Documents, including without limitation, completion of OWNER programming; 100% Schematic Design Documents for the Project; Construction Cost Estimates / GMP Submittals; Schedule reviews; Constructability reviews; Preconstruction Design Phase Investigative Work; and final submittal of a GMP that is "the maximum price that OWNER and the DBE agree upon as the payment for managing the remaining design development and construction, designing, providing and installing all the Work." The GMP submitted is the Not-to-Exceed Contract Amount.
   - **1.1. OWNER Programming.** As an initial task, the DBE shall work collaboratively with OWNER's Project Team to fully develop OWNER's programming and criteria documents for the Project.
   - **1.2. Schematic Design.** Based upon the RFP Bridging Document's and DBE and OWNER collaborative programming, DBE shall provide 100% Schematic drawing for the building floor plan; exterior elevation(s); and site plan.
   - **1.3. Testing and Inspection.** OWNER shall be responsible for providing any geotechnical testing necessary during the Part 1 – Preconstruction Phase Services. The DBE shall be responsible for all testing and inspections of the Project's construction during the Part 2 – Design-Construct Phase Services.
   - **1.4. Construction Cost Estimates / GMP Submittals.** The DBE shall develop and submit cost breakdowns during Schematic design development as required to ensure programming and Schematic design criteria achieve OWNER's Budgeted Direct Construction Cost portion of the GMP. OWNER may revise the project Budgeted Direct Construction Cost during the Part 1 – Preconstruction Period Services. The DBE Direct Construction Cost breakdown shall include a line item breakdown showing all Direct cost including, general conditions, contingency, allowances, project related indirect costs, overhead and profit. The GMP shall include all project cost to complete the design utilizing the 100% Schematic drawings and programing developed in Part 1 - Part 1 – Preconstruction Phase Services under this contract; Direct Construction; and permitting including permitting related "soft costs" (fees), special testing, and project closeout and commissioning as required to provide "turnkey" design and construction of the Project. OWNER shall provide Builder's Course of Construction insurance.
   - **1.5. Schedule Review.** The DBE shall develop and review the proposed project schedule meeting OWNER's scheduling goals and objective, and notify OWNER of potential schedule risk. If warranted, DBE shall recommend modifications to the schedule that would expedite the Project Schedule.
   - **1.6. Constructability Review.** The DBE shall assure the programming and 100% Schematic drawings are complete, OWNER, unambiguous, and of quality needed for developing realistic "Cost Model" for GMP pricing.
   - **1.7. Preconstruction Design Phase Investigative Work.** It shall be the responsibility of the DBE to access the type, quantity, and quality of the available information describing the existing site

conditions and related contract documents. The DBE shall make recommendations to OWNER regarding supplemental site surveys if added information is needed to make associated Project scopes fully biddable for GMP pricing / cost estimating.

1.8. Final GMP Submittal. The GMP shall be submitted with a detail breakdown of the total. The GMP is the maximum amount OWNER will pay the DBE for completion of the design and construction of the project except as may be adjusted by OWNER change orders. DBE shall be responsible for any cost overruns of the GMP. If the DBE's Direct Construction Cost portion of the GMP contracted is less than the Direct Construction Cost portion of the GMP, OWNER shall retain the difference.

1.9. Failure to Agree on GMP. If OWNER and DBE cannot agree on a GMP, then OWNER may terminate the Part 1 – Preconstruction Phase Services agreement. The Part 2- Part 2 – Design-Construct Phase Services will not be awarded to the DBE.

2. Contract Time. The Contract Time for the DBE to achieve Part 1 – Preconstruction Phase Services Final of the Project is sixty (60) calendar days from the Contract Time Commencement Date established in the Notice to Proceed issued by or on behalf of OWNER to the DBE.

3. Contract Price. The Contract Price consists of the Preconstruction Phase Services. The Preconstruction Phase Services Contract Price is the fixed price Lump Sum of Thirty thousand dollars ($30,000) ("Preconstruction Services Contract Price").

4. Design-Construct Phase Services Profit and Overhead Percentage. The Design-Construct Phase Services Contract Construction Services GMP Percentage is a percentage for the Part 2 - Design-Construct Phase Construction Services the DBE will allocate for Construction Services GMP Profit and Overhead fee. The Part 2 - Design-Construct Phase Services Fee Percentage for Profit and Overhead is eleven and a half percent (11.5%).

5. Design-Construct Phase Services General Conditions Lump Sum Total Fee. The Design-Construct Phase Services Contract Construction Services General Conditions Lump Sum Fee is the fixed price of fifty three thousand one hundred eighty eight dollars ($53,188.00).

6. Insurance Policies Coverages. The DBE shall obtain and maintain policies of insurance conforming to the requirements set forth in the Contract Documents and in the minimum coverage amount for each such policy of insurance, as set forth below.

6.1. DBE Professional Liability Insurance. The minimum coverage limit for the DBE's Architect of Record (AOR) Professional Liability insurance policy is One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

6.2. DBE Insurance Minimum Coverage Limits. The DBE shall obtain and maintain the following minimum coverage limits for the following policies of insurance:

6.2.1. Workers Compensation Insurance. The minimum coverage limit of the Workers Compensation Insurance policy shall be in accordance with the Laws.

6.2.2. Employers Liability Insurance. The minimum coverage limit of the Employers Liability insurance policy shall be One Million Dollars ($1,000,000).

6.2.3. Commercial General Liability Insurance. The minimum coverage limit of the Commercial General Liability insurance policy shall be One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000).

6.2.4. Contractor Pollution Liability Insurance. The minimum coverage limit of the DBE's Contractor Pollution Liability insurance shall be One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.

7. Notices. Notices from the DBE and OWNER to the other shall be addressed as follows:

If to OWNER

City of Oroville
Attention Tim Kaber
1735 Montgomery St
Oroville CA 95965

If to the DBE:
United Building Contractors
275 Fairchild Ave, Suite 106
Chico CA 95973

8. The Contract Documents. The documents forming a part of the Contract Documents consist of this Agreement and the following, all of which are component parts of the Contract Documents.

8.1. RFP Response Instructions
8.2. DB Collaborative Preconstruction Proposal
8.3. Subcontractor's List
8.4. Non-Collusion Affidavit
8.5. Certification of Workers Compensation Insurance
8.6. Drug-Free Workplace Certification
8.7. DBE Certification
8.8. DBE Agreement for Design-Build Preconstruction Services
8.9. DBE Agreement for Design-Build Construction Services
8.10. General Conditions (GMP Contract)
8.11. Bid Bond
8.12. Pre-Qualification Application
8.13. Attachment A – General Conceptualized Scope

12. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the DBE is/are duly and fully authorized to execute this Agreement on behalf of DBE and to bind the DBE to each and every term, condition and covenant of the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Agreement has been duly executed by OWNER and the DBE as of the date set forth above.

"OWNER"	**"DBE"**
The City of Oroville	**[DBE NAME]**
By:_____	By:_____
Title:_____	Title:_____

AGREEMENT FOR DESIGN-BUILD CONSTRUCTION SERVICES

THIS AGREEMENT FOR DESIGN-BUILD CONSTRUCTION SERVICES ("Agreement") is made this ____ day of _____, 20___, in the Community of Oroville, County of Butte, State of California, by and between **The City of Oroville**, "OWNER" and _____ ("DBE").

WITNESSETH, that OWNER and the DBE in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the DBE shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the obligations of the DBE set forth in the Contract Documents in connection with the work of improvement commonly referred to as the City of Oroville – Corporation Yard Project ("Project"). DBE shall provide all services and complete all Work covered by the Contract Documents, including without limitation, completion of Design Documents for the Project, obtaining City of Oroville approval/permit for construction of the Project and Project construction.

2. **Contract Time.** The Contract Time for the DBE to achieve Final Completion of the Project is Four Hundred thirty-four (434) calendar days from the Contract Time Commencement Date established in the Notice to Proceed issued by or on behalf of the OWNER to the DBE to proceed with the Part 2 - Design-Construct Phase Services. The DBE acknowledges and agrees that the DBE shall be subject to Liquidated Damages set forth in the Contract Documents if the DBE fails or refuses, for any reason, to achieve Project Final Completion within the Contract Time.

3. **Contract Price.** The Contract Price consists of the following separate components: (i) Preconstruction Services and (ii) Construction Services. The Preconstruction Services Contract Price is the fixed price lump sum of Thirty thousand Dollars ($30,000) ("Design-Build Preconstruction Services Contract Price"). The Construction Services Contract Price is a Guaranteed Maximum Price of _____ Dollars ($_____).

4. **Insurance Policies Coverages**. The DBE shall obtain and maintain policies of insurance conforming to the requirements set forth in the Contract Documents and in the minimum coverage amount for each such policy of insurance, as set forth below.

5.1 DBE Professional Liability Insurance. The minimum coverage limit for the DBE's Professional Liability insurance policy is One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

5.2 DBE and Subcontractor Insurance Minimum Coverage Limits. The DBE and all Subcontractors shall obtain and maintain the following minimum coverage limits for the following policies of insurance:

- **5.2.1. Workers Compensation Insurance**. The minimum coverage limit of the Workers Compensation Insurance policy shall be in accordance with the Laws.
- **5.2.2. Employers Liability Insurance**. The minimum coverage limit of the Employers Liability insurance policy shall be One Million Dollars ($1,000,000).
- **5.2.3. Commercial General Liability Insurance**. The minimum coverage limit of the Commercial General Liability insurance policy shall be One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000).

5.2.4. Contractor Pollution Liability Insurance. The minimum coverage limit of the DBE's Contractor Pollution Liability insurance shall be One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.

6. Mark-Up On Direct Costs of Changes. The allowable mark-up for general administrative and overhead costs, supervision, bond/insurance premium charges on the direct costs of a Change shall be ten percent (10%).

7. Hours and Days of Work at the Site. The DBE's construction activities at the Site shall be limited to the hours of 7:00 A.M. and 5:00 P.M. Mondays through Fridays, except for OWNER holiday days.

8. Notices. Notices from the DBE and OWNER to the other shall be addressed as follows:

If to OWNER

City of Oroville
Attention Tim Kaber
1735 Montgomery St
Oroville CA 95965

If to the DBE:

_____
_____
_____
_____

9. The Contract Documents. The documents forming a part of the Contract Documents consist of this Agreement and the following, all of which are component parts of the Contract Documents.

9.1. RFP Response Instructions
9.2. DB Collaborative Preconstruction Proposal
9.3. Subcontractor's List
9.4. Non-Collusion Affidavit
9.5. Certification of Workers Compensation Insurance
9.6. Drug-Free Workplace Certification
9.7. DBE Certification
9.8. DBE Agreement for Design-Build Preconstruction Services
9.9. DBE Agreement for Design-Build Construction Services
9.10. Agreement for Design-Build Services General Conditions
9.11. Pre-Qualification Application
9.12. Liquidated Damages
9.13. Attachment A – General Conceptualized Scope
9.14. DBE Schematic drawings
9.15. DBE GMP Cost Breakdown
9.16. DBE Project Schedule

13. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the DBE is/are duly and fully authorized to execute this Agreement on behalf of DBE and to bind the DBE to each and every term, condition and covenant of the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Agreement has been duly executed by OWNER and the DBE as of the date set forth above.

"OWNER"
The City of Oroville

By:
_____

Title:
_____

"DBE"
[DBE NAME]

By:
_____

Title:
_____

DESIGN-BUILD SERVICES PRE-QUALIFICATION APPLICATION

1. DESIGN-BUILD ENTITY ("DBE")

1.1. DBE. Complete the following for the DBE (the firm or entity who will enter into the Design-Build Preconstruction Contract with OWNER for completing Project design and construction.)

DBE Name	_____
DBE Office Address	_____ (Street Address) _____ (City, State and Zip Code)
DBE Mailing Address (if different from mailing address)	_____ (Street Address) _____ (City, State and Zip Code)
DBE Telephone/Fax	(____) _____ (____) _____ (Telephone) (Fax)
DBE Contractors' License	_____ _____ _____ (License Number) (Classification(s) (Expiration Date)
DBE EIN, DUNS or SSN	_____

1.2. DBE Contact Information. Complete the following for the DBE contact person for RFP communications.

DBE Contact Person Name	_____
DBE Contact Person Address	_____ (Street Address) _____ (City, State and Zip Code)
DBE Contact Person Telephone/Cell Phone	(____) _____ (____) _____ (Telephone) (Cell Phone)
DBE Contact Person Email	_____ (Email Address)

1.3. DBE Form of Entity. Check appropriate box describing DBE form of entity.

- ☐ Corporation _____ (State of Incorporation & Corporate Registration No.)
- ☐ Partnership _____ (Describe type of partnership i.e., general partnership, limited partnership)
- ☐ Limited Liability Company ☐ Limited Liability Partnership
- ☐ Joint Venture _____ (Identify each member of Joint Venture and form of entity of each Joint Venturer)
- ☐ Sole Proprietorship _____ (Identify all equity owners)

1.4. DBE Members. Complete the following for the general contractor and Architect of Record ("AOR") members of the DBE.

1.4.1. General Contractor. Complete the following for the general contractor member of DBE.

General Contractor Name	_____
General Contractor Mailing Address	_____ (Street Address) _____ (City, State and Zip Code)
General Contractor Telephone/Fax	(____) _____ (____) _____ (Telephone) (Fax)
General Contractor Contractors' License	_____ _____ _____ (License Number) (Classification(s) (Expiration Date)
General Contractor DIR Contractor Registration	_____ (Registration Number)

1.4.2. AOR. Complete the following for the AOR member of the DBE.

AOR Name	_____
AOR Mailing Address	_____ (Street Address) _____ (City, State and Zip Code)
AOR Telephone/Fax	(___) _____ (___) _____ (Telephone) (Fax)

1.4.3. AOR Licensed Personnel. Complete the following for personnel of the AOR.

AOR Project Executive	_____ Name _____ (California Architect or Engineer License Number)
AOR Project Manager	_____ Name _____ (California Architect or Engineer License Number)
AOR Design Phase Manager	_____ Name _____ (California Architect or Engineer License Number)
AOR Construction Phase Manager	_____ Name (California Architect or Engineer License Number)

2. DBE PROPOSED PROJECT TEAM

2.1. Proposed Design Professionals. Complete the following for the proposed design professional members of the DBE listed.

2.1.1. Civil Engineer. Complete the following for the proposed civil engineer.

Civil Engineer Firm Name	_____
Civil Engineer Mailing Address	_____ (Street Address) _____ (City, State and Zip Code)
Civil Engineer Telephone/Fax	(____) _____ (____) _____ (Telephone) (Fax)
Civil Engineer Project Executive	_____ Name _____ (California Architect or Engineer License Number)
Civil Engineer Project Manager	_____ Name _____ (California Architect or Engineer License Number)
Civil Engineer Design Phase Manager	_____ Name _____ (California Architect or Engineer License Number)
Civil Engineer Construction Phase Manager	_____ Name _____ (California Architect or Engineer License Number)

2.2. Proposed Trade Contractors. Complete the following for proposed trade contractors for the Part 2 - Design-Construct Phase Services of a portion of the Project. Trade Contractors identified by the DBE in the following is for information only. DBE will be required to submit a Subcontractors List for all subcontractors to the DBE that will be performing work valued at or more than one-half of one percent (0.05%) of the Construction Costs portion of the Contract Price under the DBE Part 2 GMP Contract. OWNER reserves the right to require that the proposed trade contractors for: (i) structural; (ii) earthwork/civil work; (iii) electrical (line voltage and low voltage); (iv) mechanical; (v) plumbing; (vi) fire protection and (vii) roofing be pre-qualified in the RFP Part 2 - Design-Construct Phase Services phase.

2.2.1. Structural; Concrete.

Contractor Name	_____
Contractor Mailing Address	_____ (Street Address) _____ (City, State and Zip Code)
Contractor Telephone/Fax	(____) _____ (____) _____ (Telephone) (Fax)
Contractors' License	_____ _____ _____ (License Number) (Classification(s) (Expiration Date)
DIR Contractor Registration	_____ (Registration Number)
Has the subcontractor's RMO/RME been changed in the past five (5) years?	☐ Yes ☐ No If "Yes" describe and detail all such RMO/RME changes in the past five (5) years in an attachment.
In the past ten (10) years, have any complaints been filed with the CSLB against the subcontractor's contractors' license?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.
In the past ten (10) years, has the subcontractor's license been subject to any disciplinary action imposed by the CSLB?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.

2.2.2. Structural; Steel.

Contractor Name	_____
Contractor Mailing Address	_____ (Street Address) _____ (City, State and Zip Code)
Contractor Telephone/Fax	(____) _____ (____) _____ (Telephone) (Fax)
Contractors' License	_____ _____ _____ (License Number) (Classification(s) (Expiration Date)
DIR Contractor Registration	_____ (Registration Number)
Has the subcontractor's RMO/RME been changed in the past five (5) years?	☐ Yes ☐ No If "Yes" describe and detail all such RMO/RME changes in the past five (5) years in an attachment.

In the past ten (10) years, have any complaints been filed with the CSLB against the subcontractor's contractors' license?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.
In the past ten (10) years, has the subcontractor's license been subject to any disciplinary action imposed by the CSLB?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.

2.2.3. Concrete; Non-Structural.

Contractor Name	_____
Contractor Mailing Address	_____ (Street Address) _____ (City, State and Zip Code)
Contractor Telephone/Fax	(____) _____ (____) _____ (Telephone) (Fax)
Contractors' License	_____ _____ _____ (License Number) (Classification(s) (Expiration Date)
Has the subcontractor's RMO/RME been changed in the past five (5) years?	☐ Yes ☐ No If "Yes" describe and detail all such RMO/RME changes in the past five (5) years in an attachment.
In the past ten (10) years, have any complaints been filed with the CSLB against the subcontractor's contractors' license?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.
In the past ten (10) years, has the subcontractor's license been subject to any disciplinary action imposed by the CSLB?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.

2.2.4. Earthwork.

Contractor Name	_____
Contractor Mailing Address	_____ (Street Address) _____ (City, State and Zip Code)
Contractor Telephone/Fax	(____) _____ (____) _____ (Telephone) (Fax)

Contractors' License	_____ _____ _____ (License Number) (Classification(s) (Expiration Date)
DIR Contractor Registration	_____ (Registration Number)
Has the subcontractor's RMO/RME been changed in the past five (5) years?	☐ Yes ☐ No If "Yes" describe and detail all such RMO/RME changes in the past five (5) years in an attachment.
In the past ten (10) years, have any complaints been filed with the CSLB against the subcontractor's contractors' license?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.
In the past ten (10) years, has the subcontractor's license been subject to any disciplinary action imposed by the CSLB?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.

2.2.5. Mechanical.

Contractor Name	_____
Contractor Mailing Address	_____ (Street Address) _____ (City, State and Zip Code)
Contractor Telephone/Fax	(____) _____ (____) _____ (Telephone) (Fax)
Contractors' License	_____ _____ _____ (License Number) (Classification(s) (Expiration Date)
DIR Contractor Registration	_____ (Registration Number)
Has the subcontractor's RMO/RME been changed in the past five (5) years?	☐ Yes ☐ No If "Yes" describe and detail all such RMO/RME changes in the past five (5) years in an attachment.
In the past ten (10) years, have any complaints been filed with the CSLB against the subcontractor's contractors' license?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.
In the past ten (10) years, has the subcontractor's license been subject to any disciplinary action imposed by the CSLB?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.

2.2.6. Electrical; Line Voltage.

Contractor Name	_____
Contractor Mailing Address	_____ (Street Address) _____ (City, State and Zip Code)
Contractor Telephone/Fax	(____) _____ (____) _____ (Telephone) (Fax)
Contractors' License	_____ _____ _____ (License Number) (Classification(s) (Expiration Date)
DIR Contractor Registration	_____ (Registration Number)
Has the subcontractor's RMO/RME been changed in the past five (5) years?	☐ Yes ☐ No If "Yes" describe and detail all such RMO/RME changes in the past five (5) years in an attachment.
In the past ten (10) years, have any complaints been filed with the CSLB against the subcontractor's contractors' license?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.
In the past ten (10) years, has the subcontractor's license been subject to any disciplinary action imposed by the CSLB?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.

2.2.7. Electrical; Low Voltage.

Contractor Name	_____
Contractor Mailing Address	_____ (Street Address) _____ (City, State and Zip Code)
Contractor Telephone/Fax	(____) _____ (____) _____ (Telephone) (Fax)
Contractors' License	_____ _____ _____ (License Number) (Classification(s) (Expiration Date)
DIR Contractor Registration	_____ (Registration Number)
Has the subcontractor's RMO/RME been changed in the past five (5) years?	☐ Yes ☐ No If "Yes" describe and detail all such RMO/RME

	changes in the past five (5) years in an attachment.
In the past ten (10) years, have any complaints been filed with the CSLB against the subcontractor's contractors' license?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.
In the past ten (10) years, has the subcontractor's license been subject to any disciplinary action imposed by the CSLB?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.

2.2.8. Plumbing.

Contractor Name	_____
Contractor Mailing Address	_____ (Street Address) _____ (City, State and Zip Code)
Contractor Telephone/Fax	(____) _____ (____) _____ (Telephone) (Fax)
Contractors' License	_____ _____ _____ (License Number) (Classification(s) (Expiration Date)
DIR Contractor Registration	_____ (Registration Number)
Has the subcontractor's RMO/RME been changed in the past five (5) years?	☐ Yes ☐ No If "Yes" describe and detail all such RMO/RME changes in the past five (5) years in an attachment.
In the past ten (10) years, have any complaints been filed with the CSLB against the subcontractor's contractors' license?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.
In the past ten (10) years, has the subcontractor's license been subject to any disciplinary action imposed by the CSLB?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.

2.2.9. Fire Protection.

Contractor Name	_____
Contractor Mailing Address	_____ (Street Address) _____

	(City, State and Zip Code)
Contractor Telephone/Fax	(____) _____ (____) _____ (Telephone) (Fax)
Contractors' License	_____ _____ _____ (License Number) (Classification(s) (Expiration Date)
DIR Contractor Registration	_____ (Registration Number)
Has the subcontractor's RMO/RME been changed in the past five (5) years?	☐ Yes ☐ No If "Yes" describe and detail all such RMO/RME changes in the past five (5) years in an attachment.
In the past ten (10) years, have any complaints been filed with the CSLB against the subcontractor's contractors' license?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.
In the past ten (10) years, has the subcontractor's license been subject to any disciplinary action imposed by the CSLB?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.

2.2.10. Roofing.

Contractor Name	_____
Contractor Mailing Address	_____ (Street Address) _____ (City, State and Zip Code)
Contractor Telephone/Fax	(____) _____ (____) _____ (Telephone) (Fax)
Contractors' License	_____ _____ _____ (License Number) (Classification(s) (Expiration Date)
DIR Contractor Registration	_____ (Registration Number)
Has the subcontractor's RMO/RME been changed in the past five (5) years?	☐ Yes ☐ No If "Yes" describe and detail all such RMO/RME changes in the past five (5) years in an attachment.
In the past ten (10) years, have any complaints been filed with the CSLB against the subcontractor's contractors' license?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.

In the past ten (10) years, has the subcontractor's license been subject to any disciplinary action imposed by the CSLB?	☐ Yes ☐ No If "Yes" describe and detail all such complaints in an attachment.

3. DBE Design-Build Experience. Provide a summary of the DBE Respondent's General Contractor's and Architect's prior design-build experience within the past five (10) years. Clearly identify the relevance of each project to the proposed Project. Design-Build experience summaries must be provided using the following format. Respondents must duplicate the following form of project summary and attached completed project summaries to this Pre-Qualification Application; number each project summary sequentially, beginning with Assignment No. 1.

ASSIGNMENT NO. XXX	
Contractor or AOR Name	
Project Owner Name	
Project Owner Type	☐ Public ☐ Private Sector
Project Type	☐ Capital Improvement ☐ Renovation/Modernization ☐ Deferred/Scheduled Maintenance ☐ Building Systems/Equipment Upgrades/Repairs
Project Description	
Delivery Method	
Approximate Project Value	Dollars ($)
Project Owner Contact Information	Name: _____ Title: _____ Phone (____) _____ Email _____
DBE Team Members	Contractor: _____ AOR: _____

4. Respondent Questionnaire. Each Respondent must answer the following questionnaire.

4.1. Years In Business. How many years has the Respondent provided construction, architectural or design professional services under Respondent's current trade/business name? _____

4.2. Prior Trade/Business Name. Has the Respondent, in the prior ten (10) years conducted business under a trade name or business name that is different than the Respondent's current trade/business name?

☐ Yes
☐ No

If "Yes" identify all trade/business names used by Respondent in the prior ten (10) years: _____.

4.3. Bankruptcy. Within the past ten (10) years has the Respondent or a predecessor to Respondent filed any bankruptcy proceeding?

☐ Yes
☐ No

If "Yes" please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order.

4.4. Respondent Ownership Changes. Within the past five (5) years, has there been a change in equity ownership of Respondent that cumulatively equals or exceeds ten percent (10%)?

- ☐ Yes
- ☐ No

If "Yes" please describe in detail all such equity changes in a separate attachment.

4.5. Respondent Contractors' License and Bonding Capacity. Is the Respondent a California licensed contractor?

- ☐ Yes (Respondent must respond to Questions 4.5.1 - 4.5.5)
- ☐ No (Proceed to Question 4.6)

4.5.1. Current RMO/RME: _____

4.5.2. Has the RMO/RME been changed in the past five (5) years?

- ☐ Yes
- ☐ No

If "Yes" describe and detail all such RMO/RME changes in the past five (5) years in an attachment.

4.5.3. In the past ten (10) years, have any complaints been filed with the California State Contractors License Board ("CSLB") against the Respondent's contractors' license?

- ☐ Yes
- ☐ No

If "Yes" describe and detail all such complaints in an attachment.

4.5.4. In the past ten (10) years, has the Respondent's contractors' license been subject to any disciplinary action imposed by the CSLB?

- ☐ Yes
- ☐ No

If "Yes" describe and detail all such complaints in an attachment.

4.5.5. If the Respondent provides construction services, complete the following for the Respondent's Surety:

Surety Name	_____
Surety Broker	Broker Firm Name: _____ Contact Person:_____ Phone (___) _____ Email _____
Current Maximum Bonding Capacity	_____ Dollars ($_____)
Maximum Bonding Capacity Per Project	_____ Dollars ($_____)

4.6. Architectural Services. Does the Respondent employ California licensed architects or engineers and provide architect/design professional services?

- ☐ Yes (Respondent must respond to Questions 4.6.1 – 4.6.4)
- ☐ No (Proceed to Question 4.7)

4.6.1. Respondent Reported Claims. Within the past ten (10) years, has the Respondent or Respondent's predecessor(s) reported to the California Architects Board ("Board") any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the Respondent or Respondent's predecessor in any action alleging fraud, deceit, negligence, incompetence, or recklessness in the practice of architecture where the judgment, settlement, or arbitration award was five thousand dollars ($5,000) or greater, as required by California Business & Professions Code §5588(a)?

- ☐ Yes
- ☐ No

If "Yes" on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) date on which the reportable event occurred; (vi) judgment, settlement or arbitration award.

4.6.2. Professional Liability Insurer Reported Claims. Within the past ten (10) years, has any professional liability insurer for the Respondent reported to the California Architects Board ("Board") payment by the professional liability insurer of any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the Respondent or Respondent's predecessor in any action alleging fraud, deceit, negligence, incompetence, or recklessness in the practice of architecture where the judgment, settlement, or arbitration award was five thousand dollars ($5,000) or greater, as required by California Business & Professions Code §5588.1?

- ☐ Yes
- ☐ No

If "Yes" on a separate attachment, provide details of: (i) amount of judgment, settlement or arbitration award; and (ii) amount paid by professional liability insurer.

4.6.3. Pending Professional Liability Claims and Disputes. The Respondent is presently engaged in a claim, dispute or disagreement which asserts the professional negligence or professional liability of Respondent or any Design Consultant to Respondent in connection with architectural or design professional services provided by or through Respondent for any public or private work of improvement.

- ☐ Yes
- ☐ No

If "Yes" provide details, including without limitation: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) amount in controversy; (vi) contact information (name, address, phone and email address) for each party pursing a pending claim against the Respondent.

4.6.4. Pending Payment Claims and Disputes. The Respondent is presently engaged in a claim, dispute or other disagreement relating to or arising out of a private or public contract for architectural services in which the Respondent is seeking additional compensation.

- ☐ Yes
- ☐ No

If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.

4.7. General Contractor Questionnaire. If the Respondent is **not** a California licensed general contractor and will contract with a general contractor for construction of the Project, the Respondent must respond to Questions 4.7.1 – 4.7.7. If the Respondent is a general contractor and has responded to Questions 4.5.1 – 4.5.5, no responses are required for Questions 4.7.1 – 4.7.7

4.7.1. Name of proposed general contractor: _____

4.7.2. Contractors' License Information:

4.7.2.1. Contractors' License Number: _____

4.7.2.2. Contractors' License Expiration Date: _____

4.7.2.3. Contractors' License Classification(s): _____

4.7.3. Current RMO/RME: _____

4.7.4. Has the general contractor's RMO/RME been changed in the past five (5) years?

☐ Yes
☐ No

If "Yes" describe and detail all such RMO/RME changes in the past five (5) years in an attachment.

4.7.5. In the past ten (10) years, have any complaints been filed with the California State Contractors License Board ("CSLB") against the general contractor's contractors' license?

☐ Yes
☐ No

If "Yes" describe and detail all such complaints in an attachment.

4.7.6. In the past ten (10) years, has the general contractors' license been subject to any disciplinary action imposed by the CSLB?

☐ Yes
☐ No

If "Yes" describe and detail all such complaints in an attachment.

4.7.7. Complete the following for the general contractor's Surety:

Surety Name	_____
Surety Broker	Broker Firm Name: _____ Contact Person:_____ Phone (___) _____ Email _____
Current Maximum Bonding Capacity	_____ Dollars ($_____)
Maximum Bonding Capacity Per Project	_____ Dollars ($_____)

4.8. AOR Questionnaire. If the Respondent is not the proposed AOR for the Project and the Respondent will contract with an architectural services firm to serve as the AOR for the Project, the Respondent must respond to Questions 4.8.1 – 4.8.5. If the Respondent is the AOR for the Project and has responded to Questions 4.6.1 - 4.6.4, responses to Questions 4.8.1 – 4.8.5 are not required.

4.8.1. Name of Proposed AOR. _____

4.8.2. AOR Reported Claims. Within the past ten (10) years, has the AOR or AOR's predecessor(s) reported to the California Architects Board ("Board") any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the AOR or AOR's predecessor in any action alleging fraud, deceit, negligence, incompetence, or recklessness in the practice of architecture where the judgment, settlement, or arbitration award was five thousand dollars ($5,000) or greater, as required by California Business & Professions Code §5588(a)?

☐ Yes
☐ No

If "Yes" on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) date on which the reportable event occurred; (vi) judgment, settlement or arbitration award.

4.8.3. Professional Liability Insurer Reported Claims. Within the past ten (10) years, has any professional liability insurer for the AOR reported to the California Architects Board ("Board") payment by the professional liability insurer of any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the AOR or

AOR's predecessor in any action alleging fraud, deceit, negligence, incompetence, or recklessness in the practice of architecture where the judgment, settlement, or arbitration award was five thousand dollars ($5,000) or greater, as required by California Business & Professions Code §5588.1?

- ☐ Yes
- ☐ No

If "Yes" on a separate attachment, provide details of: (i) amount of judgment, settlement or arbitration award; and (ii) amount paid by professional liability insurer.

4.8.4. Pending Professional Liability Claims and Disputes. The AOR is presently engaged in a claim, dispute or disagreement which asserts the professional negligence or professional liability of AOR or any Design Consultant to the AOR in connection with architectural or design professional services provided by or through the AOR for any public or private work of improvement.

- ☐ Yes
- ☐ No

If "Yes" provide details, including without limitation: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) amount in controversy; (vi) contact information (name, address, phone and email address) for each party pursing a pending claim against the Respondent.

4.8.5. Pending Payment Claims and Disputes. The AOR is presently engaged in a claim, dispute or other disagreement relating to or arising out of a private or public contract for architectural services in which the AOR is seeking additional compensation.

- ☐ Yes
- ☐ No

If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.

5. Essential Minimum Qualifications. Any response of a Respondent indicating "not qualified" to the following minimum qualifications criteria will result in rejection of the Respondent's RFP Response for failure to meet minimum qualifications criteria.

5.1. Respondent has a current Commercial General Liability policy of insurance with coverage limits of at least Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate.

- ☐ Yes
- ☐ No (not qualified)

5.2. If the Respondent will not serve as the general contractor for construction of the Project does the proposed general contractor currently have a Commercial General Liability policy of insurance with coverage limits of at least Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate?

- ☐ Not Applicable, Respondent will serve as the project general contractor
- ☐ Yes
- ☐ No (not qualified)

5.3. Does each proposed subcontractor currently have a Commercial General Liability policy of insurance with coverage limits of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate?

- ☐ Yes
- ☐ No (not qualified)

5.4. Respondent or the Respondent's AOR has a current professional liability policy of insurance with coverage limits of at least Two Million Dollars ($2,000,000) per claim and Four Millions Dollars ($4,000,000) in the aggregate.

- ☐ Yes
- ☐ No (not qualified)

5.5. Does each proposed Design Consultants have a current professional liability policy of insurance with

coverage limits of at least One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate?

- Yes
- No (not qualified)

5.6. Respondent has obtained a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.

- Yes
- No (not qualified)

5.7. Every proposed Design Consultant has obtained a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.

- Yes
- No (not qualified)

5.8. Every proposed subcontractor has obtained a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.

- Yes
- No (not qualified)

5.9. Respondent is ineligible for award of public works contracts pursuant to Labor Code §1777.1 or 1777.7.

- Yes (not qualified)
- No

5.10. If the Respondent will not serve as the general contractor for construction of the Project, is the proposed general contractor ineligible for award of public works contracts pursuant to Labor Code §1777.1 or 1777.7.

- Not Applicable, Respondent will serve as the project general contractor
- Yes (not qualified)
- No

5.11. Has any public agency, within the past ten (10) years conducted proceedings that resulted in a finding that the Respondent or any predecessor to the Respondent is not a “responsible” bidder for a public works project or a public works contract?

- Yes (not qualified)
- No

5.12. If the Respondent will not serve as the general contractor for construction of the Project, has any public agency, within the past ten (10) years conducted proceedings that resulted in a finding that the proposed general contractor or any predecessor to the proposed general contractor is not a “responsible” bidder for a public works project or a public works contract?

- Not Applicable, Respondent will serve as the project general contractor
- Yes (not qualified)
- No

5.13. At any time during the last ten (10) years, has Respondent or any predecessor to the Respondent been convicted of a crime involving any federal, state, or local law related to a private or public construction project?

- Yes (not qualified)
- No

5.14. At any time during the last ten (10) years, has the Respondent or any predecessor to the Respondent been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?

- Yes (not qualified)
- No

5.15. Within the past ten (10) years, one or more contract(s) to provide work, labor, materials or services to which the Respondent was a party to have been terminated for default of the Respondent.

- Yes (not qualified)
- No

5.16. If the Respondent will not serve as the general contractor for construction of the Project, within the past ten (10) years, have one or more contract(s) to provide work, labor, materials or services to which the proposed general contractor was a party to have been terminated for default of the proposed general contractor?

- Not Applicable, Respondent will serve as the project general contractor
- Yes (not qualified)
- No

6. Questionnaire. Respondents must answer each of the following questions. Where a response requires additional details, provide details in a separate attachment to this Pre-Qualification Application.

6.1. At any time in the last ten (10) years has the Respondent or the proposed general contractor been assessed liquidated damages of more than $25,000 on a construction contract with either a public or private owner?

- Yes
- No

If yes, identify all such projects by owner, owner's address, name of entity against whom assessment was made, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

6.2. Has the Respondent or the proposed general contractor ever been declared in default on a construction contract?

- Yes
- No

If yes, identify all such projects by owner, owner's address. Provide details of each default declaration.

6.3. In the past ten (10) years has any claim in excess of $50,000 been filed in a judicial proceeding (litigation) or in an arbitration proceeding against the Respondent or the proposed general contractor concerning a construction project?

- Yes
- No

If yes, identify all such projects by owner, owner's address. Provide details of each such claim, including the disposition thereof.

6.4. In the past ten (10) years has the Respondent or proposed general contractor asserted a claim in excess of $50,000 in a judicial proceeding (litigation) or in an arbitration proceeding against a project owner?

- Yes
- No

If yes, identify all such projects by owner, owner's address. Provide details of each such claim, including the disposition thereof.

6.5. In the last ten (10) years has any insurer, for any policy of insurance, refused or declined to renew the insurance policy for the Respondent or the proposed general contractor?

- Yes
- No

If yes, describe each such insurance policy and the reason(s) for the insurer's refusal to renew the policy of insurance.

6.6. Has the Respondent or proposed general contractor ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public entity?

- Yes
- No

If yes, provide details of each such instance, including identification of the public entity, nature of

the false claim or material misrepresentation and the penalty imposed.

6.7. Has the Respondent or the proposed general contractor been cited by CAL OSHA for any "serious," "willful" or "repeat" violations in the past ten (10) years?

- ☐ Yes
- ☐ No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, project owner, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

6.8. Provide the Experience Modification Rating (EMR) for the Respondent or the proposed general contractor for the past three (3) premium years:

Policy Year	EMR
2023-2024	
2022-2023	
2021-2022	

6.9. Has the Respondent or the proposed general contractor been subject to payment of back wages or penalties for failure to comply with the prevailing wage requirements within the past five (5) years?

- ☐ Yes
- ☐ No

If "yes," attach a separate page, describing the violation, nature of each violation, name of the project, date of its completion, the project owner and a description of the back wages and/or penalty assessment.

6.10. At any time during the last five (5) years, has the Respondent or proposed general contractor or its associates been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

- ☐ Yes
- ☐ No

If "yes," provide the date of the findings and attach a copy of the final decision.

6.11. Do agreements exist between the Respondent or the proposed general contractor and registered apprenticeship programs which have been approved by the California Apprenticeship Council and have graduated apprentices in the preceding ten (10) years, for all apprenticable crafts which may be employed by the Respondent or proposed general contractor on the project? (This graduation requirement does not apply to programs providing apprenticeship training for any craft that has not been deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticable craft within the period of October, 1999 to October, 2001.)

- ☐ Yes
- ☐ No

6.12. In the last ten (10) years has any insurer, for any policy of insurance, refused or declined to renew an insurance policy for the AOR, based on non-payment or losses?

- ☐ Yes
- ☐ No

If yes, describe each such insurance policy and the reason(s) for the insurer's refusal to renew the policy of insurance.

6.13. How many design-build projects has the Respondent completed with the AOR proposed for the Project?

_____

On a separate attachment, provide details of each design-build project completed by the Respondent and the proposed AOR.

7. Certification and Verification.

The undersigned is duly authorized to execute this Pre-Qualification Application under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Pre-Qualification Application and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Pre-Qualification Application. The undersigned declares and certifies that the responses to this Pre-Qualification Application are complete and accurate; there are no omissions of material fact or information that would render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledges and agrees that if City of Oroville determines that any response herein is false or misleading or contains misstatements of fact, the Response shall be deemed non-responsive and the Respondent will not further participate in the RFP process.

Executed this___ day of _____ 20_____ at_____.
(City and State)

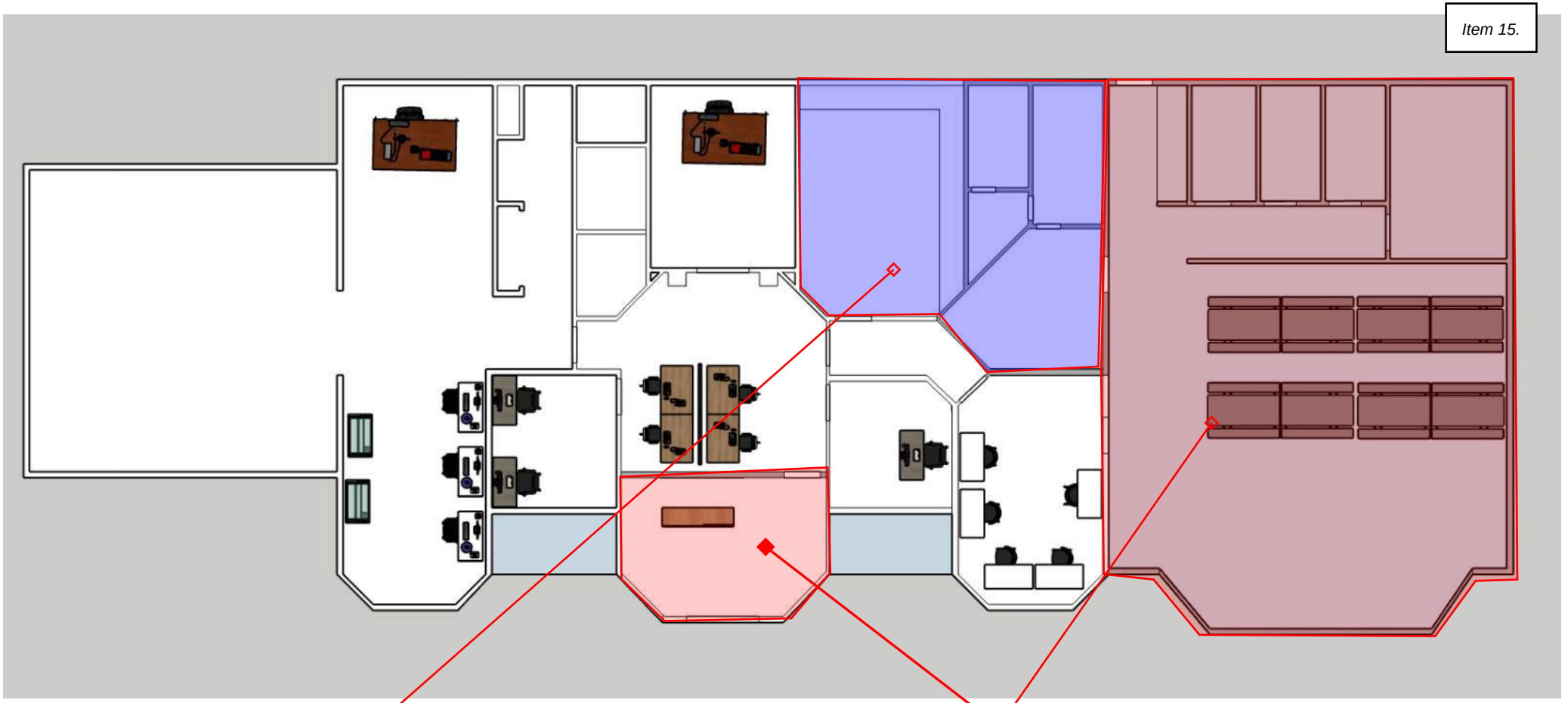
I declare under penalty of perjury under California law that the foregoing is true and correct.

_____
(Signature)

_____
(Name and Title)

[END OF SECTION]

Attachment A
General Conceptualized Scope



RENOVATION

- Renovation of existing Breakroom
- Remodel of existing bathroom and surrounding rooms into singular space for womens locker room

NEW CONSTRUCTION

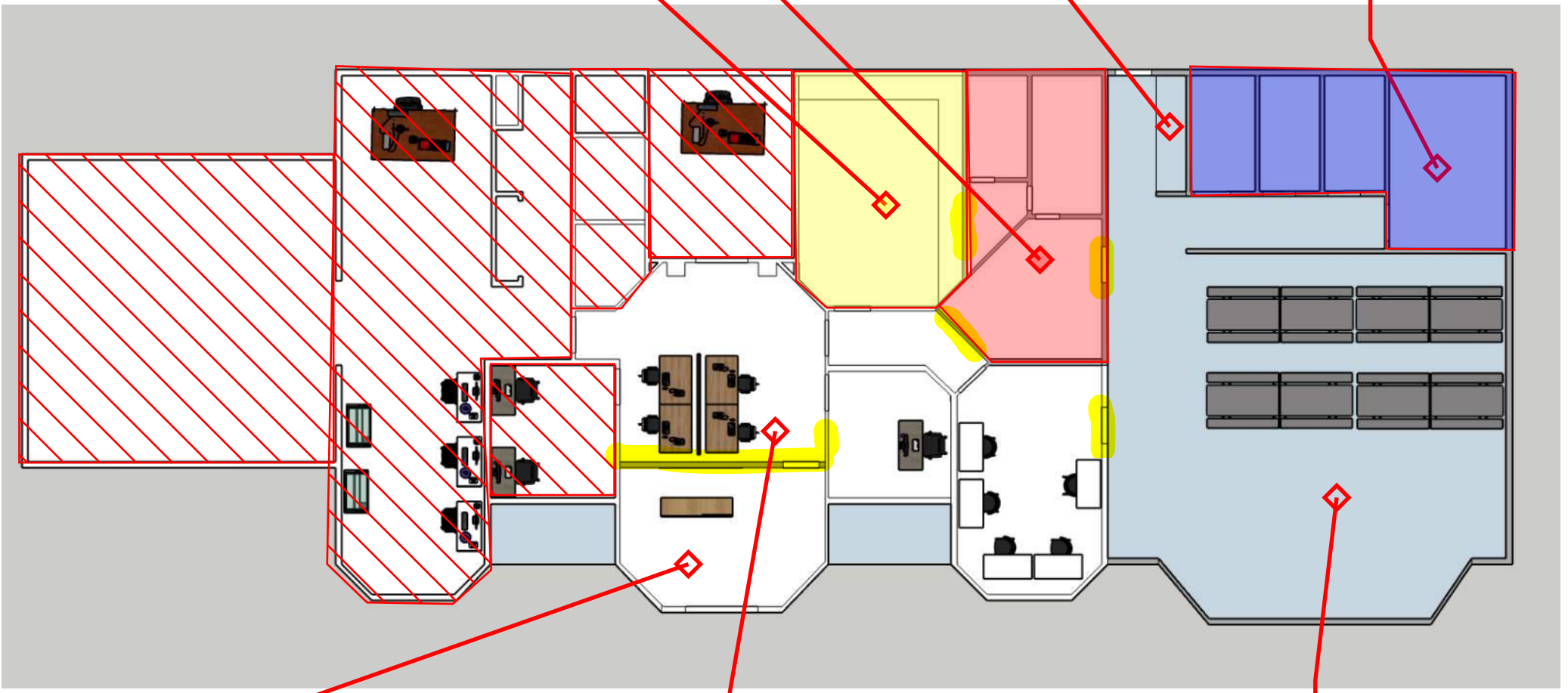
- Addition of aprx 1800 sf
- addition to include mens locker room/changing space
- multipurpose meeting space
- location for laundry
- 3 bathrooms with ADA requirements in one space
- division of space with public facing loby

Improved Kitchen Room
- cabinet reconfiguration to maximize storage and countertop spaces

Womens
- Reconfigured Space for Womens locker-room shower space

Communal Laundry
- Space for up to 3 stackable laundry units to be designated for type of use

Mens
- New construction spa hold locker room with lockers and three bathrooms with showers. 1 Unisex ADA unit included in count



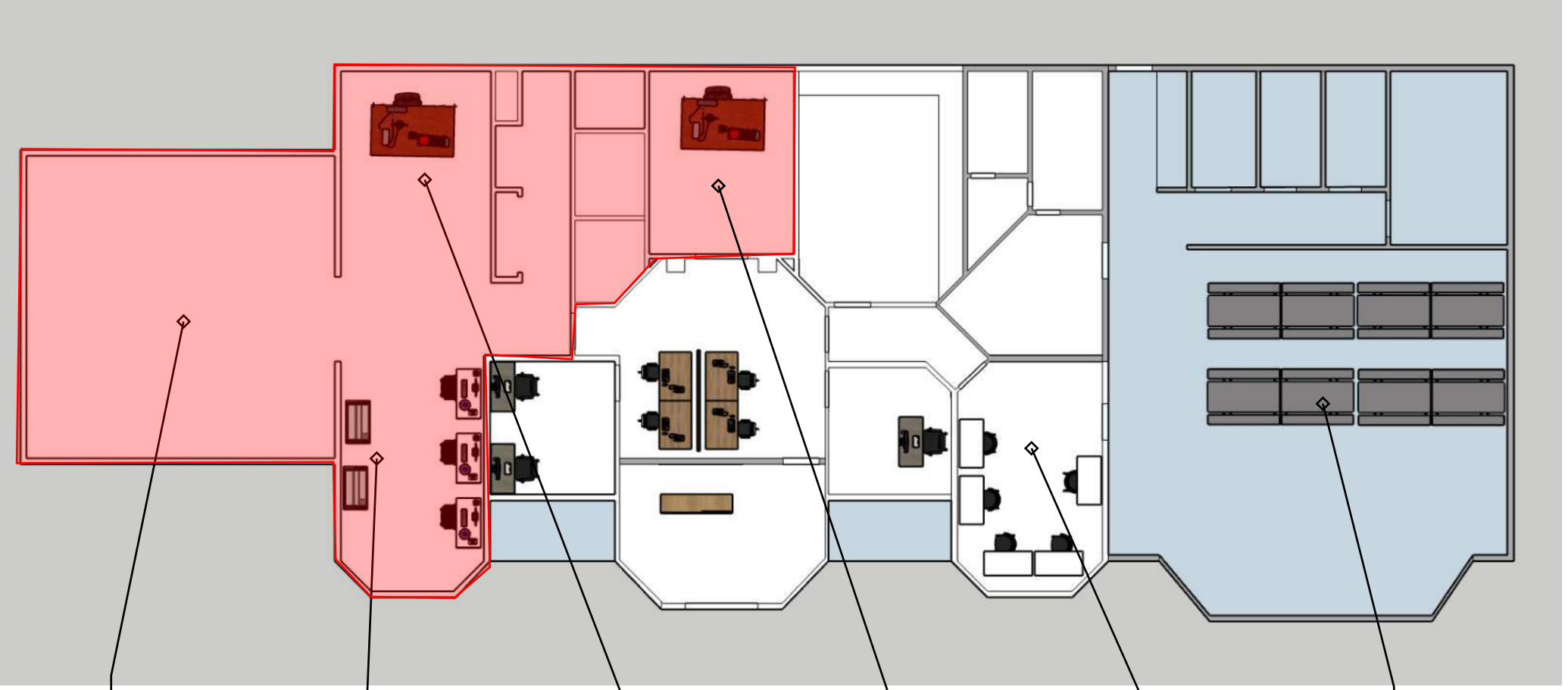
Main Entrance
with Lobby and Public Facing Recpetion

Touchdown Room
- Centralized room with access to the Utility Leads, Public Works. Modular desk systems to accommodate 6-8

Multipurpose Room
- Centralized with cafeteria tables that are removable to accommodate larger conferences or meetings.

Public Works Division

Public Works Division:
- 19 total employees
- Static Desks for Street Lead, Tree Lead, Parks Lead, Facilities Manager
*Remaining team needs access to computers for training **



Public Works Division
- Meeting Space (A)

Public Works Division
- Street Lead
-Tree Lead
- Parks Lead
3 desks
2 plan reading stations

Public Works - Facilities Manager

Public Works - Director

Training Space

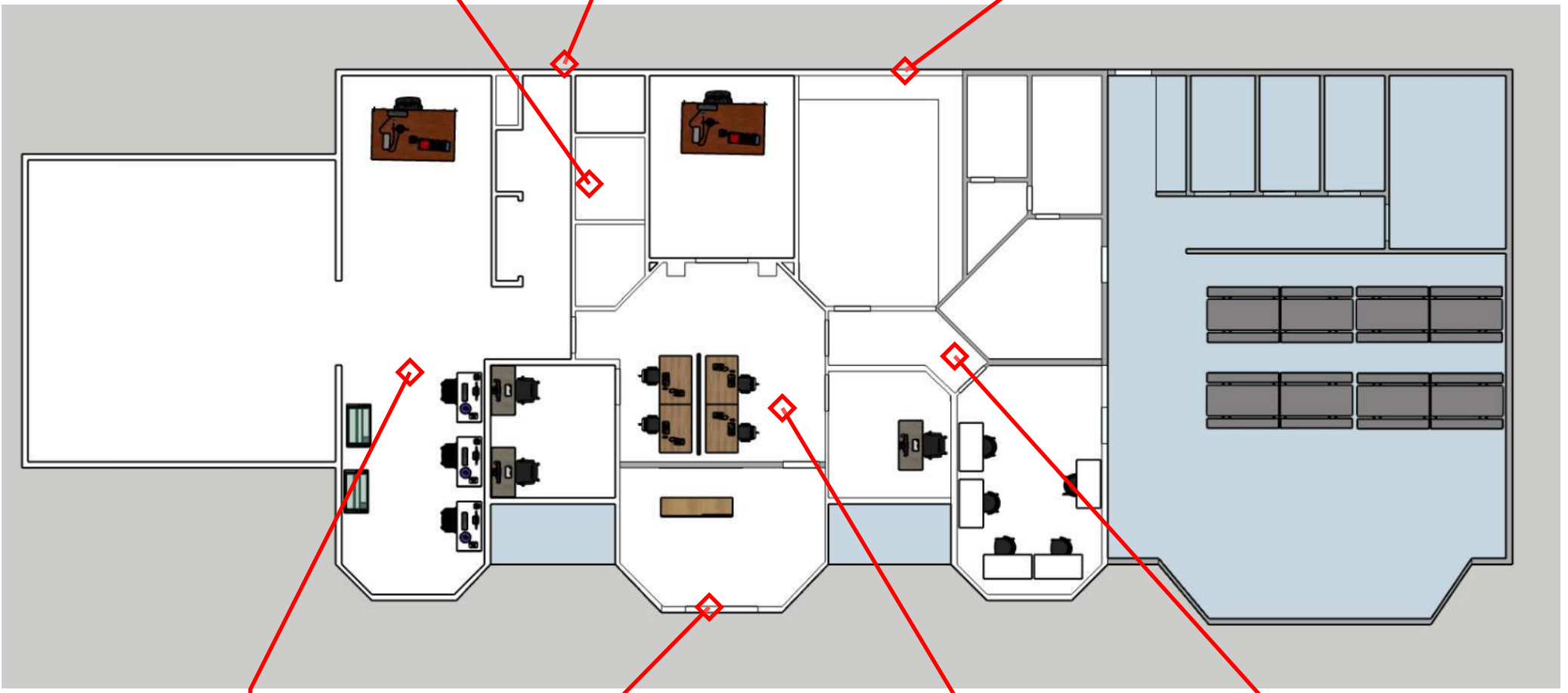
Public Works Division
- Meeting Space (B)

* Is overlap with other departments a concern? What is the daily need for access to computers?

Bathrooms:
minimal updating
- unisex signage
- paint

Re-keying of entire building

Review of Roofing and Inspection Reports to address life of building. Gutters and any dry rot repairs if needed

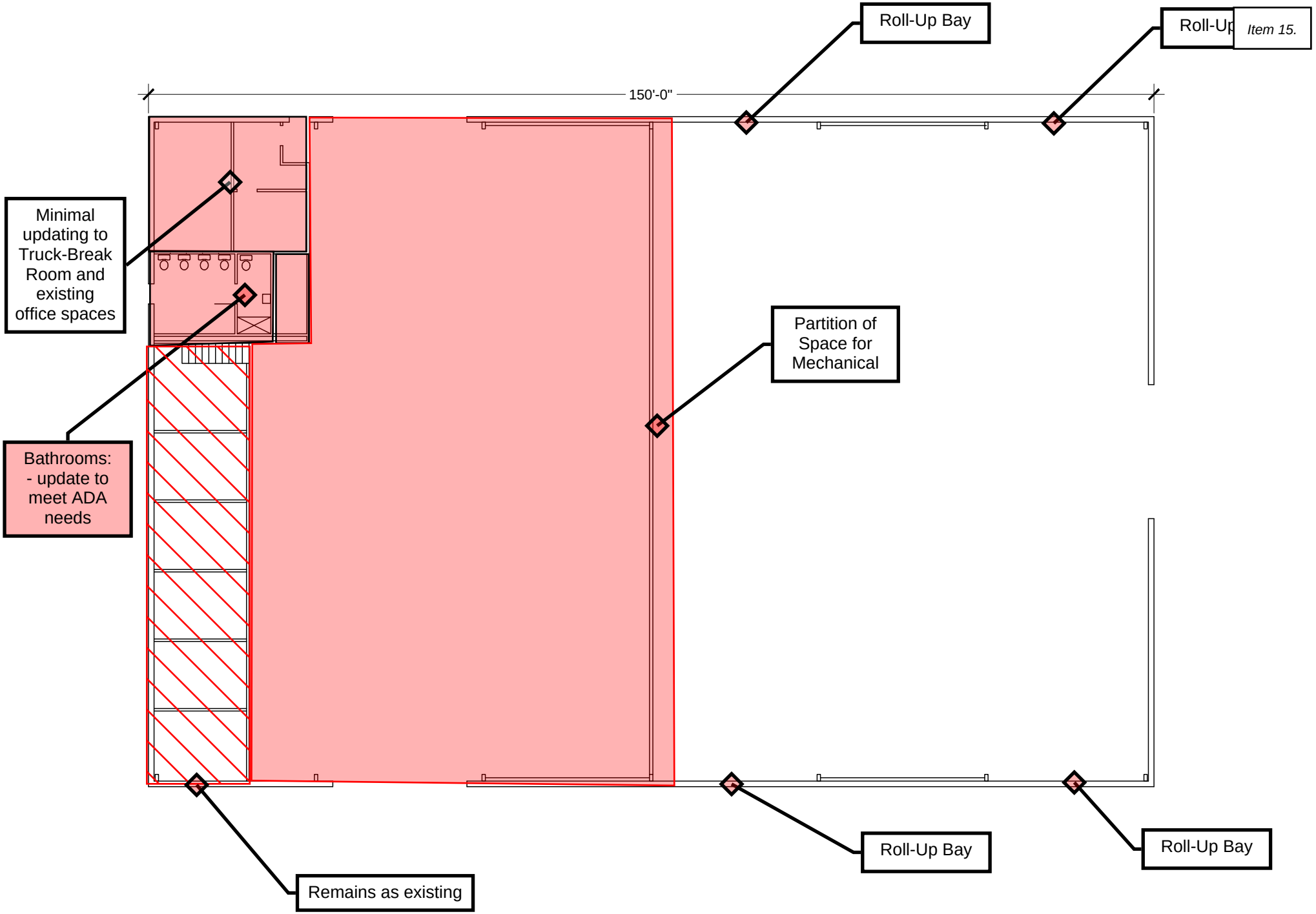


Paint in All Rooms to meet City Standards

Public Facing ADA upgrades. Bollards, Rumble Strips, Ramps, Auto door openers as needed per survey

Flooring in all Rooms. To meet spec as installed at Safety Building and Convention Center

Upgrades to the HVAC system or separate system for new construction


Roll-Up Bay
Roll-Up
150'-0"
Minimal updating to Truck-Break Room and existing office spaces
Partition of Space for Mechanical
Bathrooms:
- update to meet ADA needs
Remains as existing
Roll-Up Bay
Roll-Up Bay


403'-0"
Cal Oak Rd
Endeavor Homes
S 5th Ave
olusa Counties
400

AGREEMENT FOR DESIGN-BUILD CONSTRUCTION SERVICES

THIS AGREEMENT FOR DESIGN-BUILD CONSTRUCTION SERVICES ("Agreement") is made this ____ day of _____, 2026, in the Community of Oroville, County of Butte, State of California, by and between **The City of Oroville**, "OWNER" and United Building Contractors ("DBE").

WITNESSETH, that OWNER and the DBE in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the DBE shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the obligations of the DBE set forth in the Contract Documents in connection with the work of improvement commonly referred to as the City of Oroville – Corporation Yard Project ("Project"). DBE shall provide all services and complete all Work covered by the Contract Documents, including without limitation, completion of Design Documents for the Project, obtaining City of Oroville approval/permit for construction of the Project and Project construction.

2. **Contract Time.** The Contract Time for the DBE to achieve Final Completion of the Project is Four Hundred thirty-four (434) calendar days from the Contract Time Commencement Date established in the Notice to Proceed issued by or on behalf of the OWNER to the DBE to proceed with the Part 2 - Design-Construct Phase Services. The DBE acknowledges and agrees that the DBE shall be subject to Liquidated Damages set forth in the Contract Documents if the DBE fails or refuses, for any reason, to achieve Project Final Completion within the Contract Time.

3. **Contract Price.** The Contract Price consists of the following separate components: (i) Preconstruction Services and (ii) Construction Services. The Preconstruction Services Contract Price is the fixed price lump sum of Thirty thousand Dollars ($30,000) ("Design-Build Preconstruction Services Contract Price"). The Construction Services Contract Price is a Guaranteed Maximum Price of one million seven hundred forty seven thousand, nine hundred eight five Dollars ($ 1,747,985.00).

4. **Insurance Policies Coverages**. The DBE shall obtain and maintain policies of insurance conforming to the requirements set forth in the Contract Documents and in the minimum coverage amount for each such policy of insurance, as set forth below.

5.1 DBE Professional Liability Insurance. The minimum coverage limit for the DBE's Professional Liability insurance policy is One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

5.2 DBE and Subcontractor Insurance Minimum Coverage Limits. The DBE and all Subcontractors shall obtain and maintain the following minimum coverage limits for the following policies of insurance:

- **5.2.1. Workers Compensation Insurance**. The minimum coverage limit of the Workers Compensation Insurance policy shall be in accordance with the Laws.
- **5.2.2. Employers Liability Insurance**. The minimum coverage limit of the Employers Liability insurance policy shall be One Million Dollars ($1,000,000).
- **5.2.3. Commercial General Liability Insurance**. The minimum coverage limit of the Commercial General Liability insurance policy shall be One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000).

5.2.4. Contractor Pollution Liability Insurance. The minimum coverage limit of the DBE's Contractor Pollution Liability insurance shall be One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.

6. Mark-Up On Direct Costs of Changes. The allowable mark-up for general administrative and overhead costs, supervision, bond/insurance premium charges on the direct costs of a Change shall be ten percent (10%).

7. Hours and Days of Work at the Site. The DBE's construction activities at the Site shall be limited to the hours of 7:00 A.M. and 5:00 P.M. Mondays through Fridays, except for OWNER holiday days.

8. Notices. Notices from the DBE and OWNER to the other shall be addressed as follows:

If to OWNER

City of Oroville
Attention Tim Kaber
1735 Montgomery St
Oroville CA 95965

If to the DBE:

United Building Contractors
275 Fairchild Ave, Suite 106
Chico CA 95973

9. The Contract Documents. The documents forming a part of the Contract Documents consist of this Agreement and the following, all of which are component parts of the Contract Documents.

9.1. RFP Response Instructions
9.2. DB Collaborative Preconstruction Proposal
9.3. Subcontractor's List
9.4. Non-Collusion Affidavit
9.5. Certification of Workers Compensation Insurance
9.6. Drug-Free Workplace Certification
9.7. DBE Certification
9.8. DBE Agreement for Design-Build Preconstruction Services
9.9. DBE Agreement for Design-Build Construction Services
9.10. Agreement for Design-Build Services General Conditions
9.11. Pre-Qualification Application
9.12. Liquidated Damages
9.13. Attachment A – General Conceptualized Scope
9.14. DBE Schematic drawings
9.15. DBE GMP Cost Breakdown
9.16. DBE Project Schedule

13. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the DBE is/are duly and fully authorized to execute this Agreement on behalf of DBE and to bind the DBE to each and every term, condition and covenant of the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Agreement has been duly executed by OWNER and the DBE as of the date set forth above.

"OWNER"
The City of Oroville

By:
_____

Title:
_____

"DBE"
[DBE NAME]

By:
_____

Title:
_____



REF: 7 / A5.1

SITE PLAN 1" = 30'-0" 10

KEYNOTES

NUMBER	NOTE
02 106	(E) FENCING
02 114	(E) ELECTRICAL SERVICE

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR 6'-0" HIGH TEMPORARY CONSTRUCTION BARRIER WITH VISION SCREEN AT STAGING, STORAGE AND CONSTRUCTION AREA WITH SIGNAGE EVERY 20'-0".
2. CONTRACTOR TO BRING IN OFFICE TRAILER TO CONSTRUCTION AREA.
3. CONTRACTOR SHALL ACCESS THE SITE FROM CAL OAK ROAD ANY DAMAGE TO FIRE LANE WILL BE AT THE CONTRACTOR'S EXPENSE.
4. CONTRACTOR TO REPAIR BACK TO EXISTING CONDITIONS ALL LAYDOWN AREAS AT THE END OF CONSTRUCTION. THIS INCLUDES LANDSCAPE AREAS AND ANY BROKEN SPRINKLERS, VALVE BOXES, CONCRETE, ASPHALT, ETC.
5. CONTRACTOR SHALL REPLACE, RECONSTRUCT AND REPAIR ALL EXISTING WORK THAT IS IMPACTED, DAMAGED, OR DESTROYED AS A RESULT OF ANY CONTRACTOR WORK INCLUDING, BUT NOT LIMITED TO, HARDSCAPING, SIDEWALKS, IRRIGATION SYSTEMS, LANDSCAPING, LAWNS, STRUCTURES AND UTILITIES - ALL TO THE SATISFACTION OF THE DISTRICT.
6. WHERE ASPHALT OR CONCRETE IS BEING REPATCHED, CONTRACTOR SHALL PROVIDE EVEN AND STRAIGHT LINE CUTS WITH 2-FOOT STRAIGHT SLURRY SEAL SURFACE PATCH ON BOTH SIDES OF CUT.
7. CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN EXCAVATING AND TRENCHING ON SITE TO AVOID EXISTING DUCTS, PIPING OR CONDUITS, ETC., AND TO PREVENT HAZARDS TO PERSONNEL AND/OR DAMAGE TO EXISTING UNDERGROUND UTILITIES OR STRUCTURES WHETHER OR NOT SHOWN AND INSTALLED BY ANY OTHER CONTRACTS. THE ARCHITECT IS NOT RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES WHETHER OR NOT SHOWN OR DETAILED AND INSTALLED BY ANY OTHER CONTRACTS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT SHOULD SUCH UNIDENTIFIED CONDITIONS BE DISCOVERED. THESE DRAWINGS AND SPECIFICATIONS DO NOT INCLUDE THE NECESSARY ELEMENTS FOR CONSTRUCTION SAFETY.
8. GATES IN PATH OF TRAVEL SHALL COMPLY WITH EXIT DOOR REQUIREMENTS WITH PROPER LEVER HARDWARE AND KICK PLATES.

LEGEND

- (N) CONCRETE
- (E) CONCRETE
- (E) ASPHALT PAVING
- (E) LANDSCAPING
- BUILDINGS WITHIN SCOPE OF WORK
- PROPERTY LINE
- LIMIT OF WORK
- LINE OF ROOF, SKYLIGHT, OR SOFFIT OVERHEAD - SHOWN DASHED
- FIRE HYDRANT
- (E) FENCE TO BE DEMO'D
- (E) FENCING TO REMAIN
- (N) FENCING
- FLOW LINE
- FIRE SPRINKLER LINE

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STUDIO W ARCHITECTS

Studio W Architects
1930 H Street
Sacramento, California 95811
[T] 916.254.5600
www.StudioW-Architects.com

ARCHITECT	ENGINEER
LICENSED ARCHITECT BRIAN P. WHITMORE No. C 30345 Ren. 9/30/25 STATE OF CALIFORNIA DATE SIGNED: 09/24/25 NOT FOR CONSTRUCTION	

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4. Copyright Studio W Associates, Inc. 2024.

REVISION HISTORY

NO.	REMARKS	DATE

DRAWING STATUS

	DATE
DSA PLAN CHECK	
DSA BACK CHECK	
BIDDING	
CONSTRUCTION	

KEY PLAN

CITY OF OROVILLE
1275 MITCHELL AVE.
OROVILLE, CA 95965

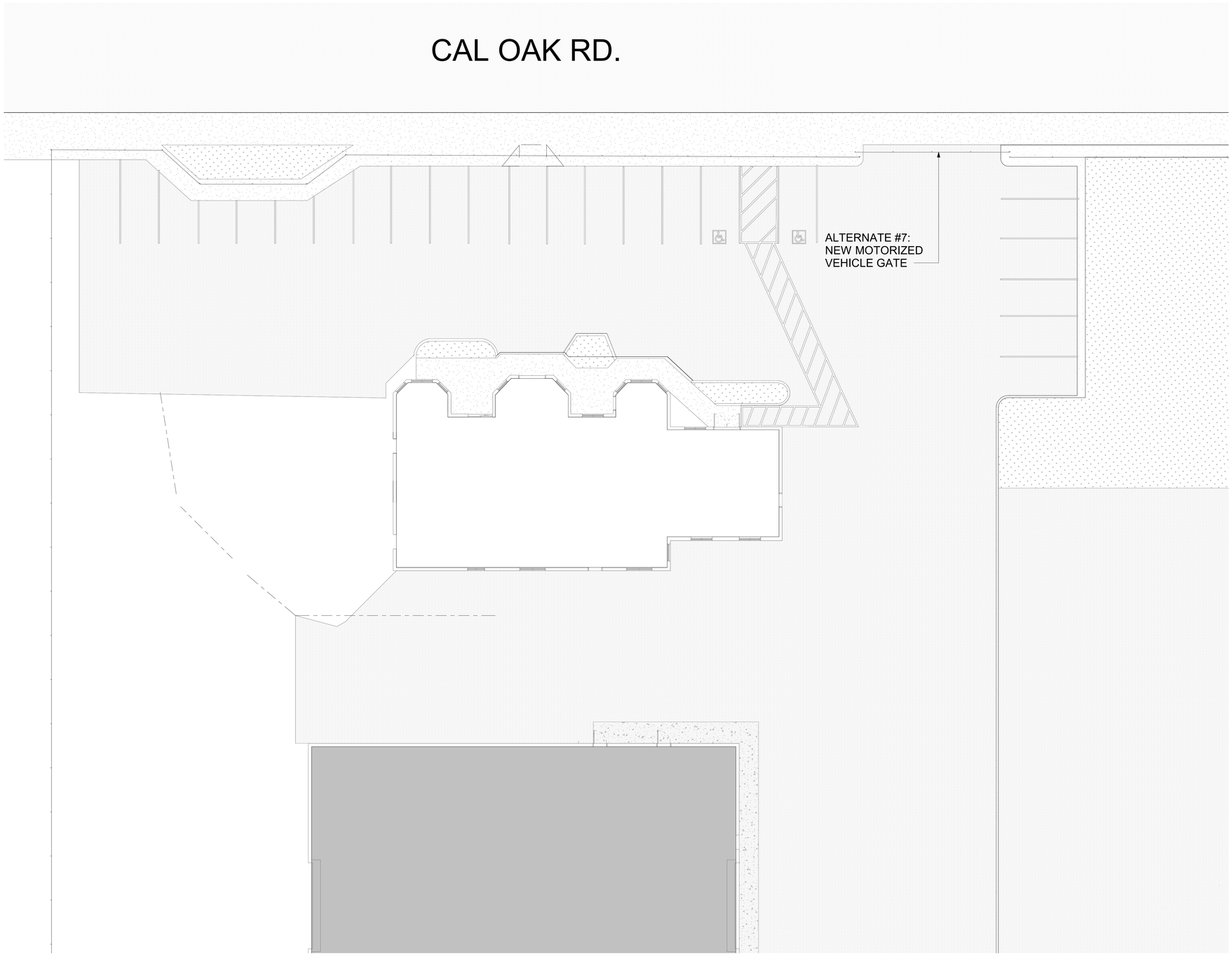
PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

SITE PLAN OVERALL

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
XX-XXXXXX	A1.1
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AF / TY	

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REF: 10 / A1.1

ENLARGED SITE PLAN 1" = 10'-0" 10

KEYNOTES

NUMBER	NOTE

GENERAL NOTES

LEGEND

- (N) CONCRETE
- (E) CONCRETE
- (E) ASPHALT PAVING
- (E) LANDSCAPING
- BUILDINGS WITHIN SCOPE OF WORK
- (E) FENCING TO REMAIN
- (N) FENCING
- FLOW LINE
- FIRE SPRINKLER LINE

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REVISION HISTORY

NO.	REMARKS	DATE

DRAWING STATUS

	DATE
DSA PLAN CHECK	
DSA BACK CHECK	
BIDDING	
CONSTRUCTION	

KEY PLAN

CITY OF OROVILLE
1275 MITCHELL AVE.
OROVILLE, CA 95965

PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

ENLARGED SITE PLAN

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
XX-XXXXXX	A1.2
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AF / TY	

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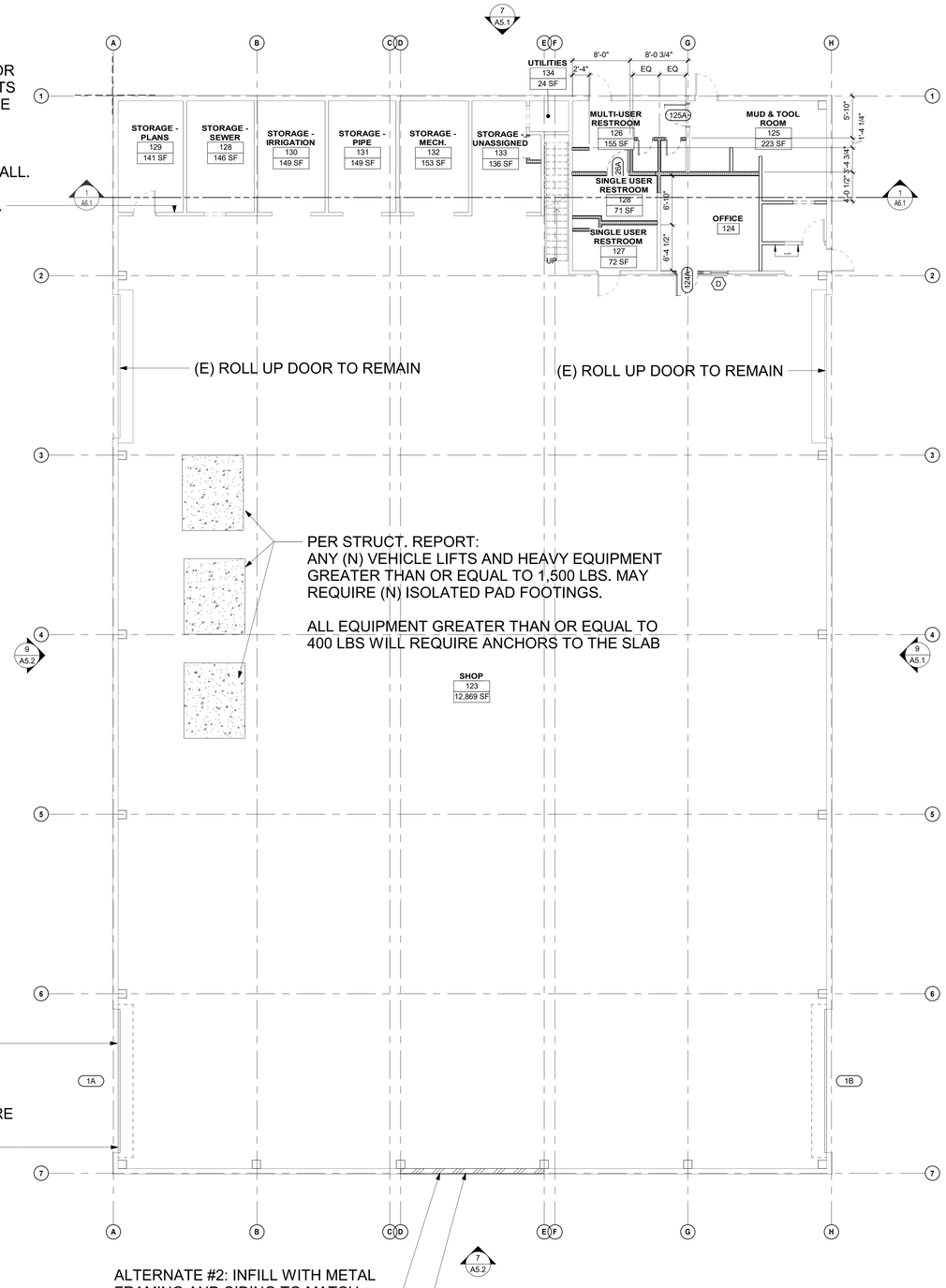
PER STRUCTURAL REPORT:
SOME UPGRADES AND REVISIONS TO (E) NON-DOCUMENTED MEZZANINE MAY BE REQUIRED, INCLUDING, BUT NOT LIMITED TO:

PERIMETER SHOULD BE CUT BACK 3"-4" AND ANY UTLITY CONNECTIONS THAT CROSS FROM THE METAL BUILDING TO THE MEZZANINE SHOULD ADD FLEXIBLE CONNECTIONS.

UPDATES TO WHAT APPEAR TO BE SHEAR WALLS, SUCH AS ADDITIONAL SHEATHING NAILING, ADDING PLATE WASHERS AT ANCHOR BOLDS, NEW SILL ANCHORAGE, ADDING POSTS AND HOLDOWNS. NEW PAD FOOTINGS MAY BE REQUIRED AT HOLDOWNS.

COLD FORMED STRAPS ADDED TO THE DIAPHRAGM ABOVE EACH AT EACH SHEAR WALL.

(N) 10'-0" LONG SHEAR WALL ON NORTH SIDE.



REF: 10 / A1.1

KEYNOTES

NUMBER	NOTE

GENERAL NOTES

GENERAL

1. ALL WALLS SHALL HAVE R-19 BATT INSULATION, FULL HEIGHT.
2. PAINT ALL INTERIOR WALLS.
3. DOORS SHALL BE INSTALLED 4" FROM JAMB UNLESS OTHERWISE NOTED.
4. ALL FIRE WALLS THAT HAVE A CONCEALED FLOOR-CEILING ATTIC SPACE SHALL BE EFFECTIVELY AND PERMANENTLY IDENTIFIED WITH SIGNS OR STENCILING READING "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS" IN THE CONCEALED SPACE. THE IDENTIFICATION SHALL BE LOCATED WITHIN 15 FEET OF THE END OF EACH WALL AT INTERVALS NOT EXCEEDING 30 FEET HORIZONTALLY. THE LETTERING SHALL NOT BE LESS THAN 3" TALL AND HAVE A MINIMUM STROKE OF 3/8".
5. ALL DEMOLITION WORK SHALL COMPLY WITH CFC CHAPTER 33 OF THE FIRE CODE AND CBC CHAPTER 33 OF THE BUILDING CODE FOR SAFETY DURING CONSTRUCTION AND DEMOLITION AND CALIFORNIA EXISTING BUILDING CODE (PART 10) FOR EXISTING STRUCTURES.
6. THESE DEMOLITION PLANS AND NOTES ARE COMPLIMENTARY TO ALL OTHER PLANS AND DETAILS AND MAY NOT REFLECT THE FULL EXTENT OF ALL DEMOLITION WORK REQUIRED. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE DEMOLITION REQUIRED AND ALL DEMOLITION WORK SHALL BE INCLUDED IN THE BASE BID (UNLESS SPECIFICALLY NOTED OTHERWISE) AS NECESSARY TO CONSTRUCT AND/OR COMPLETE THIS PROJECT.
7. CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING THE CONTRACTOR'S BEST SKILL AND ATTENTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND HAVE CONTROL OVER CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, (UNLESS A SEQUENCE IS SPECIFIED BY THE OWNER OR CONTRACT DOCUMENTS) AND PROCEDURES, AND FOR COORDINATING ALL PORTIONS OF THE WORK.

STRUCTURE

1. DIMENSIONS OF WALLS ARE FROM FACE OF STUD UNLESS OTHERWISE NOTED.
2. GEOTECHNICAL REPORT IS REQUIRED.

NEW ENVELOPE INSULATION AREA CALCULATIONS:
ROOF AREA: 15,105 SF
WALL AREA: 7,690 SF

MARK	DOOR								FRAME
	SIZE				TYPE	MAT.	FINISH	CORE	MTL
	PAIR	PANEL WIDTH	HT	THK					
1A	-	20'-0"	16'-0"	3"	O	STL	FF	INS	STL
1B	-	20'-0"	16'-0"	3"	O	STL	FF	INS	STL

LEGEND

A101A	DOOR NUMBER, SEE DOOR SCHEDULE
A	WINDOW, STOREFRONT, OR CURTAINWALL SEE WINDOW SCHEDULE
	LINE OF ROOF, SKYLIGHT, OR SOFFIT OVERHEAD - SHOWN DASHED
	EXTERIOR WALL WITH METAL SIDING
	INTERIOR 6" STUD WALL
	INTERIOR 4" STUD WALL

N

FLOOR PLAN 1/8" = 1'-0" 10

DSA STAMP

STUDIO W ARCHITECTS

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[T] 916.254.5600
www.StudioW-Architects.com

ARCHITECT	ENGINEER
LICENSED ARCHITECT BRIAN P. WHITTEMORE No. C 30345 Ren. 9/30/25 STATE OF CALIFORNIA NOT FOR CONSTRUCTION DATE SIGNED: 09/24/25	

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REVISION HISTORY

NO.	REMARKS	DATE

DRAWING STATUS

	DATE
DSA PLAN CHECK	
DSA BACK CHECK	
BIDDING	
CONSTRUCTION	

KEY PLAN

CITY OF OROVILLE
1275 MITCHELL AVE.
OROVILLE, CA 95965

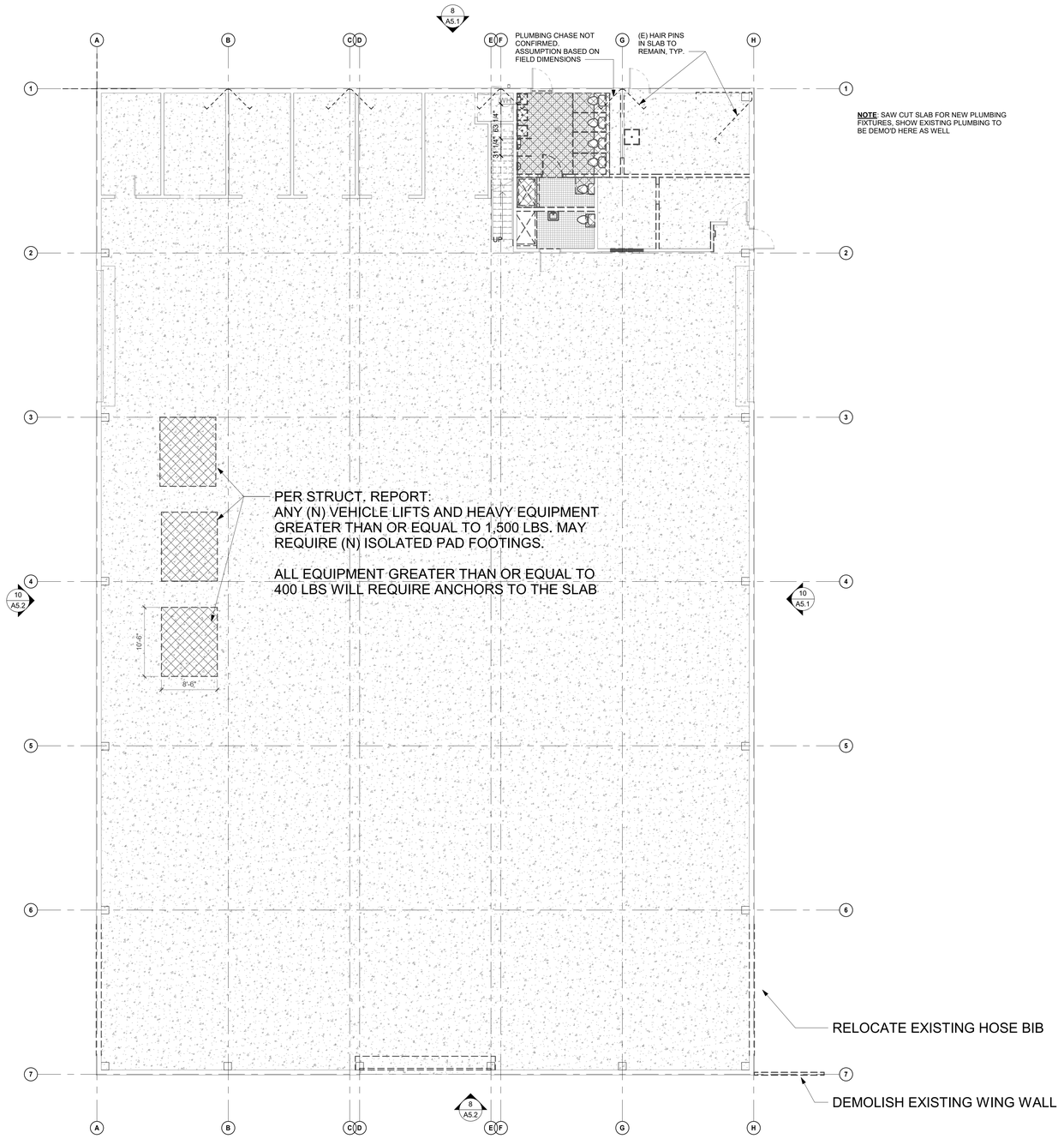
PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

FLOOR PLAN

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
XX-XXXXXX	A2.1
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AF / TY	

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REF: 7 / A5.1

DEMO FLOOR PLAN 1/8" = 1'-0" 10

KEYNOTES

NUMBER	NOTE

GENERAL NOTES

DEMOLITION

1. NO DEMOLITION SHALL BEGIN UNTIL PLANS INCLUDING THE DEMOLITION WORK HAVE BEEN APPROVED BY THE AHJ.
2. DURING REQUIRED ON-SITE VISIT, CONTRACTOR SHALL INVENTORY AND IDENTIFY ALL GENERAL CONSTRUCTION (CONTRACTOR SALVAGE) TO BE DEMOLISHED AS SHOWN ON THIS PLAN.
3. CONTRACTOR REMOVED ITEMS SHALL BE DISPOSED OF PROPERLY OFF SITE AND IN AN EXPEDITIOUS MANNER.

EXISTING CONSTRUCTION

1. VERIFICATION OF EXISTING CONDITIONS:
   A. IN THE REMODELING OF AN EXISTING BUILDING CERTAIN ASSUMPTIONS HAVE BEEN MADE REGARDING EXISTING CONDITIONS. SOME OF THESE ASSUMPTIONS MAY NOT BE VERIFIABLE WITHOUT EXPENDING ADDITIONAL SUMS OF MONEY, OR DESTROYING OTHERWISE SERVICEABLE PORTIONS OF THE BUILDING. NOTIFY THE ARCHITECT IMMEDIATELY FOR GUIDANCE ON HOW TO PROCEED WHEN CONDITIONS ARE DISCOVERED DURING CONSTRUCTION WHICH DIFFER FROM THOSE INDICATED ON THE DRAWINGS.
2. ALL DIMENSIONS SHOWN ON THIS SHEET ARE EXISTING AND APPROXIMATE. VERIFY IN FIELD.
3. CONTRACTOR SHALL PROTECT ALL EXISTING CONSTRUCTION SHOWN TO REMAIN FROM DAMAGE DURING CONSTRUCTION, FOR THE EXTENT OF THE DEMOLITION AND MODIFICATION.
4. REMOVE ALL EXISTING NON-USED PIPES AND CONDUITS OVERHEAD FOR A CLEAN INSTALLATION OF NEW MECHANICAL, ELECTRICAL, AND CEILINGS - OR RECAP AS DIRECTED BY THE OWNER.
5. CONTRACTOR TO CAP ALL UTILITIES NOT SHOWN TO BE REUSED BELOW FLOORS, INSIDE WALLS OR ABOVE CEILINGS.
6. CONTRACTOR RESPONSIBLE FOR REMOVAL AND DISPOSAL OF OLD HOODS, INCLUDING DISCONNECTION OF ANSUL SYSTEMS. CONTRACTOR RESPONSIBLE FOR REMOVAL AND CLOSE OFF OF OLD HOOD SHAFTS. CONTRACTOR TO PATCH AND PAINT ABANDONED SHAFT OPENING LOCATION TO MATCH EXISTING FINISHES AND PREP FOR NEW WORK.
7. CONTRACTOR TO PROVIDE FLOOR REPAIR AFTER DEMOLITION OF (E) COOLER BOXES. CONTRACTOR TO PROVIDE ELECTRICAL AND PLUMBING SAFE OFF OF COOLER BOX DEMO. CONTRACTOR TO DISPOSE OF DEMOLISHED BOXES.

PREPARATION FOR NEW WORK

1. CONTRACTOR IS RESPONSIBLE FOR LOWERING ELECTRICAL, CONDUITS, PIPING, CLEANOUTS, ETC, AS NECESSARY FOR NEW FLOOR FINISHES.
2. REFER TO FLOOR FINISH PLAN FOR MORE INFORMATION ON SLAB CLEANING AND PREPARATION.
3. PATCH, CAULK, SET PROTRUDING NAILS AND REPAIR ALL SURFACES AND CRACKS WHERE NECCESSARY WITH SUITABLE PATCHING MATERIALS AND SMOOTH OFF TO MATCH ADJACENT SURFACES.
4. REMOVE ALL SIGNAGE, CLEAN AND PAINT SURFACE BEHIND AND REINSTALL SIGNAGE.

SHORING

1. SHORING OF STRUCTURAL FOUNDATIONS, STRUCTURES, AND/OR TRENCHING REQUIRED TO COMPLETE THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS IS CONSIDERED A METHOD OR TECHNIQUE AND IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IF A REGULATORY AGENCY REQUIRES A LICENSED ENGINEER OR ARCHITECT TO SUPERVISE, APPROVE, AND/OR PROVIDE DRAWINGS FOR SHORING OF STRUCTURAL FOUNDATIONS, STRUCTURES, AND/OR TRENCHING, THEN IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTRACT WITH THE ARCHITECT/ENGINEER AND THE CONTRACTOR SHALL PROVIDE THIS WORK AS PART OF THE BASE BID.
2. ALL STRUCTURAL DEMO WORK SHALL BE PROPERLY SHORED PRIOR TO DEMO AND IF NEED BE, INSPECTED BY THE STRUCTURAL ENGINEER FOR APPROVAL WITH COST BORNE BY THE CONTRACTOR.

LEGEND

(E) TO BE DEMOLISHED, REMOVED, AND/OR RELOCATED

(E) TO REMAIN

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STUDIO W ARCHITECTS

Studio W Architects
1930 H Street
Sacramento, California 95811
[T] 916.254.5600
www.StudioW-Architects.com

ARCHITECT	ENGINEER
LICENSED ARCHITECT BRIAN P. WHITMORE No. C 30345 Ren. 9/30/25 STATE OF CALIFORNIA DATE SIGNED: 09/24/25 NOT FOR CONSTRUCTION	

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REVISION HISTORY

NO.	REMARKS	DATE

DRAWING STATUS

DATE

- DSA PLAN CHECK
- DSA BACK CHECK
- BIDDING
- CONSTRUCTION

KEY PLAN

CITY OF OROVILLE
1275 MITCHELL AVE.
OROVILLE, CA 95965

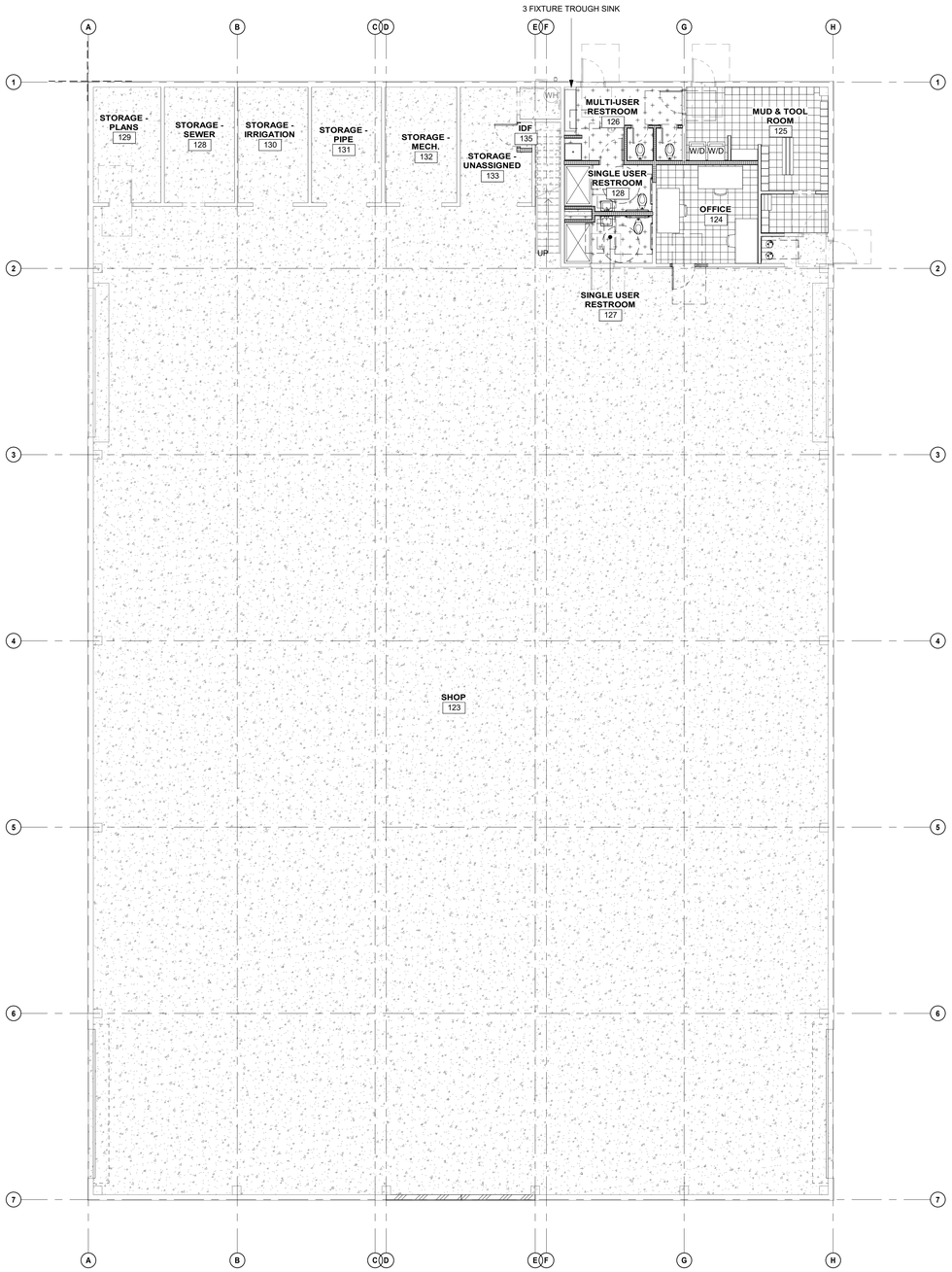
PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

DEMO FLOOR PLAN

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
XX-XXXXXX	A2.2
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GENERAL NOTES

1. SEE ROOM FINISH SCHEDULE SHEET FOR MORE INFORMATION.
2. CONCRETE IN CARPETED AREAS DOES NOT HAVE A SPECIFIC SCORING PATTERN BUT CONTROL JOINTS MUST NOT EXCEED 10'-0" O.C. MAX. SPACING.

FINISH PLAN LEGEND

- EPOXY
- CARPET TILE
- EXISTING EXPOSED CONCRETE TO REMAIN
- VINYL COMPOSITE TILE
- FLOOR DRAIN

N

EQUIPMENT & FLOOR PATTERN PLAN | 1/8" = 1'-0" | 10

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Sacramento, California 95811
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ARCHITECT	ENGINEER
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OROVILLE, CA 95965

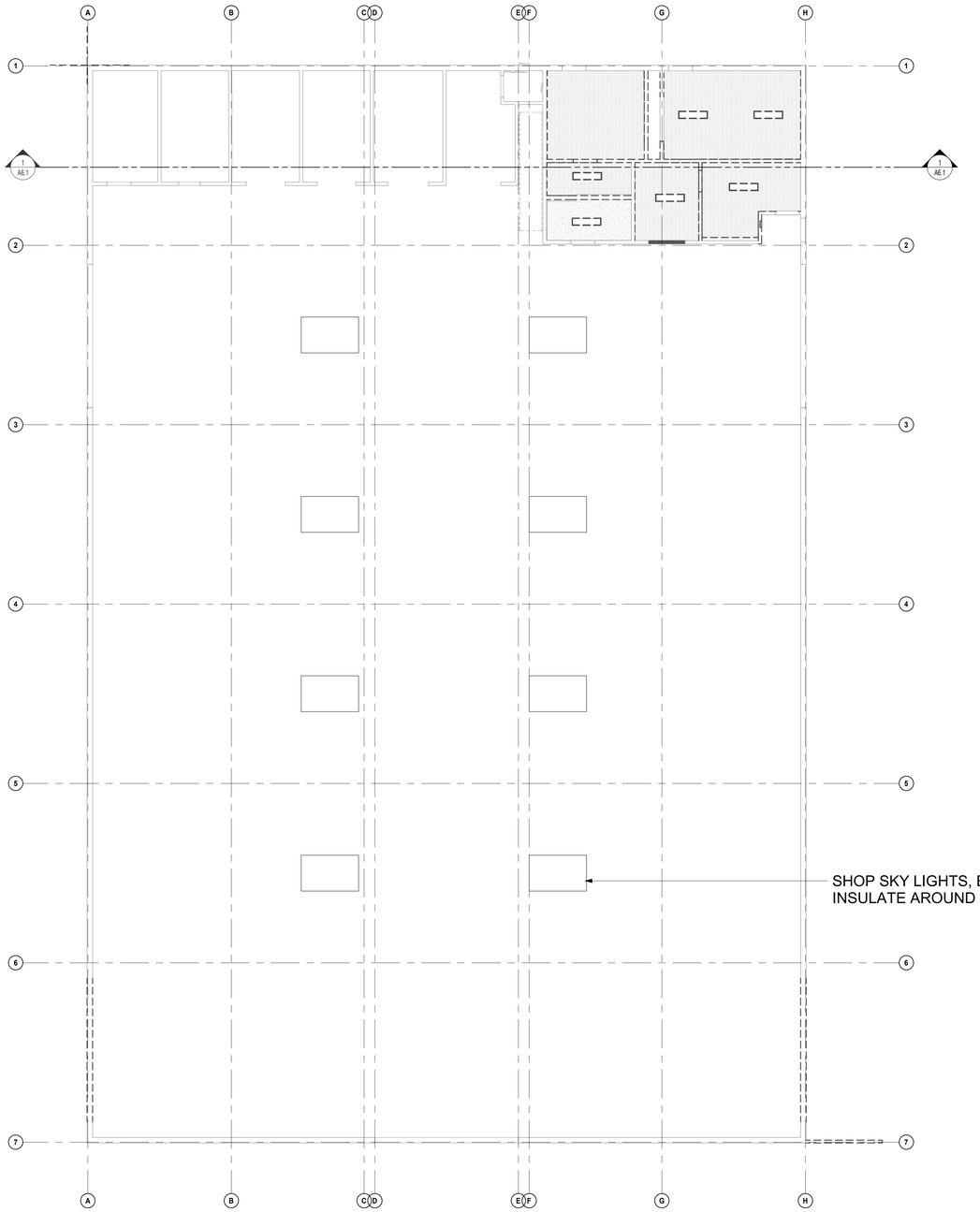
PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

EQUIPMENT & FLOOR PATTERN PLAN

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
XX-XXXXXX	A2.3
Drawn: AF	Checked: TY

PRINT DATE: 2/25/2026 11:55:42 AM
FILE PATH: Autodesk Docs://25023 City of Oroville Corp Yard/25023 - City of Oroville Corp Yard V2.rvt



REF: 7 / A5.1

N

REFLECTED CEILING PLAN DEMO 1/8" = 1'-0" 10

KEYNOTES

NUMBER	NOTE

GENERAL NOTES

DEMOLITION

1. NO DEMOLITION SHALL BEGIN UNTIL PLANS INCLUDING THE DEMOLITION WORK HAVE BEEN APPROVED BY THE AHJ.
2. DURING REQUIRED ON-SITE VISIT, CONTRACTOR SHALL INVENTORY AND IDENTIFY ALL GENERAL CONSTRUCTION (CONTRACTOR SALVAGE) TO BE DEMOLISHED AS SHOWN ON THIS PLAN.
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EXISTING CONSTRUCTION

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5. CONTRACTOR TO CAP ALL UTILITIES NOT SHOWN TO BE REUSED BELOW FLOORS, INSIDE WALLS OR ABOVE CEILINGS.
6. CONTRACTOR RESPONSIBLE FOR REMOVAL AND DISPOSAL OF OLD HOODS, INCLUDING DISCONNECTION OF ANSUL SYSTEMS. CONTRACTOR RESPONSIBLE FOR REMOVAL AND CLOSE OFF OF OLD HOOD SHAFTS. CONTRACTOR TO PATCH AND PAINT ABANDONED SHAFT OPENING LOCATION TO MATCH EXISTING FINISHES AND PREP FOR NEW WORK.
7. CONTRACTOR TO PROVIDE FLOOR REPAIR AFTER DEMOLITION OF (E) COOLER BOXES. CONTRACTOR TO PROVIDE ELECTRICAL AND PLUMBING SAFE OFF OF COOLER BOX DEMO. CONTRACTOR TO DISPOSE OF DEMOLISHED BOXES.

PREPARATION FOR NEW WORK

1. CONTRACTOR IS RESPONSIBLE FOR LOWERING ELECTRICAL, CONDUITS, PIPING, CLEANOUTS, ETC, AS NECESSARY FOR NEW FLOOR FINISHES.
2. REFER TO FLOOR FINISH PLAN FOR MORE INFORMATION ON SLAB CLEANING AND PREPARATION.
3. PATCH, CAULK, SET PROTRUDING NAILS AND REPAIR ALL SURFACES AND CRACKS WHERE NECCESSARY WITH SUITABLE PATCHING MATERIALS AND SMOOTH OFF TO MATCH ADJACENT SURFACES.
4. REMOVE ALL SIGNAGE, CLEAN AND PAINT SURFACE BEHIND AND REINSTALL SIGNAGE.

SHORING

1. SHORING OF STRUCTURAL FOUNDATIONS, STRUCTURES, AND/OR TRENCHING REQUIRED TO COMPLETE THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS IS CONSIDERED A METHOD OR TECHNIQUE AND IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IF A REGULATORY AGENCY REQUIRES A LICENSED ENGINEER OR ARCHITECT TO SUPERVISE, APPROVE, AND/OR PROVIDE DRAWINGS FOR SHORING OF STRUCTURAL FOUNDATIONS, STRUCTURES, AND/OR TRENCHING, THEN IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTRACT WITH THE ARCHITECT/ENGINEER AND THE CONTRACTOR SHALL PROVIDE THIS WORK AS PART OF THE BASE BID.
2. ALL STRUCTURAL DEMO WORK SHALL BE PROPERLY SHORED PRIOR TO DEMO AND IF NEED BE, INSPECTED BY THE STRUCTURAL ENGINEER FOR APPROVAL WITH COST BORNE BY THE CONTRACTOR.

LEGEND

- (E) TO BE DEMOLISHED, REMOVED, AND/OR RELOCATED
- 2x4 SUSPENDED ACOUSTICAL CEILING PANEL SYSTEM
- (N) GYPSUM WALLBOARD CEILING, PAINT SURFACE
- (E) GYPSUM WALLBOARD CEILING TO REMAIN
- GYPSUM WALLBOARD CEILING TO BE DEMOLISHED
- EXTERIOR PLASTER SOFFIT
- LIGHT FIXTURES
- **ROOM NAME** A119 (+) 8'-0" — ROOM TAG (+) 8'-0" = CEILING HEIGHT OF ROOM, U.O.N.
- **ROOM NAME** A119 EXPOSED — ROOM TAG EXPOSED = OPEN TO STRUCTURE

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ARCHITECT	ENGINEER
LICENSED ARCHITECT BRYAN P. WHITMORE No. C 30345 Ren. 9/30/25 STATE OF CALIFORNIA — NOT FOR CONSTRUCTION — DATE SIGNED: 09/24/25	

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REVISION HISTORY

NO.	REMARKS	DATE

DRAWING STATUS

	DATE
DSA PLAN CHECK	
DSA BACK CHECK	
BIDDING	
CONSTRUCTION	

KEY PLAN

CITY OF OROVILLE
1275 MITCHELL AVE.
OROVILLE, CA 95965

PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

REFLECTED CEILING PLAN - DEMO

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
XX-XXXXXX	A3.0
Drawn AF	Checked TY

PRINT DATE: 2/25/2026 11:55:46 AM
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REF: 7 / A5.1

REFLECTED CEILING PLAN 1/8" = 1'-0" 10

KEYNOTES

NUMBER	NOTE

GENERAL NOTES

GENERAL
1. ALL HEIGHTS ARE REFERENCED FROM FINISH FLOOR ELEVATIONS = 0'-0"
2. ACCESS DOORS TO BE INSTALLED TO SERVICE EQUIPMENT SHOWN IN CONTRACT DOCUMENTS. - / ---
3. PROVIDE ACCESS PANELS TO ENCLOSED AREAS ABOVE GYPSUM BOARD CEILINGS. CENTER AND ALIGN TO LIGHT FIXTURES, AND OTHER CEILING FIXTURES PER PLAN.
4. CEILING SYSTEM SHOULD BE CENTERED WITHIN EACH ROOM AS WELL AS ALIGNED WITH THE STRUCTURAL GRID, U.O.N.
5. PAINT GYP. BD. CEILINGS AND SOFFITS P-1 U.O.N. (PAINT FINISH TO BE SAME AT FACE AND UNDERSIDE OF SOFFITS.)
6. NO EXPOSED NAILS OR SCREWS ARE ALLOWED.

EQUIPMENT
1. SINGLE LIGHT FIXTURES IN GYP. BD. CEILINGS SHALL BE CENTERED IN ROOM.
2. LIGHT FIXTURE DIMENSIONS ARE TO CENTERLINE OF FIXTURE OR GROUP OF FIXTURES, U.O.N.
3. CENTER AND ALIGN SMOKE DETECTOR, DIFFUSERS, GRILLS, AND SIMILAR ITEMS IN CEILING TILE GRID AND ALIGN WITH LIGHT FIXTURES.
4. COORDINATE LOCATION OF CEILING FANS AND LIGHTING. ENSURE THAT FAN BLADES DO NOT UNDERCUT LIGHTING FIXTURES.
5. INSULATION PER CALC. ON FLOOR PLAN AT ROOF AT ALL LOCATIONS EXCEPT AROUND SKYLIGHTS.

LEGEND

- 2x4 SUSPENDED ACOUSTICAL CEILING PANEL SYSTEM
- (N) GYPSUM WALLBOARD CEILING, PAINT SURFACE
- (E) GYPSUM WALLBOARD CEILING TO REMAIN
- GYPSUM WALLBOARD CEILING TO BE DEMOLISHED
- EXTERIOR PLASTER SOFFIT
- LIGHT FIXTURES
- ROOM NAME / A119 / (+) 8'-0" — ROOM TAG; (+) 8'-0" = CEILING HEIGHT OF ROOM, U.O.N.
- ROOM NAME / A119 / EXPOSED — ROOM TAG; EXPOSED = OPEN TO STRUCTURE

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	DATE
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DSA BACK CHECK	
BIDDING	
CONSTRUCTION	

KEY PLAN

CITY OF OROVILLE
1275 MITCHELL AVE.
OROVILLE, CA 95965

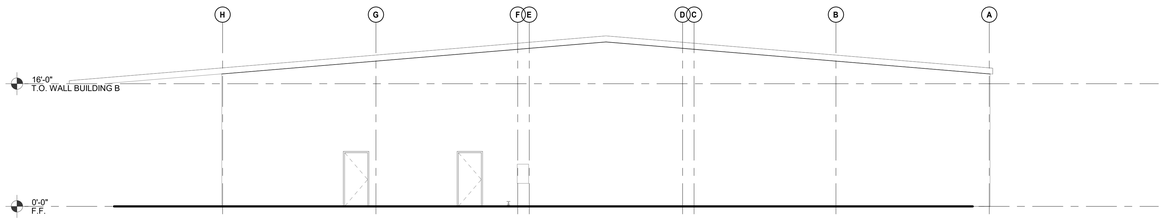
PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

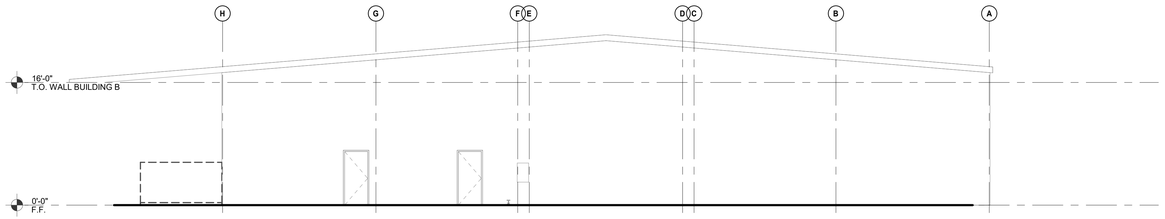
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Date	Project Number
09/24/25	25023
Application Number	Drawing Number
XX-XXXXXX	A3.1
Drawn: AF	Checked: TY

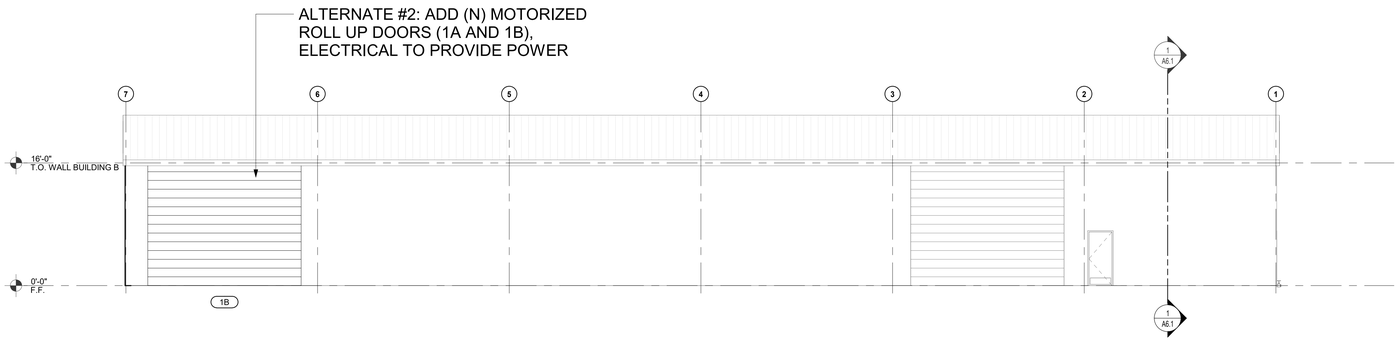
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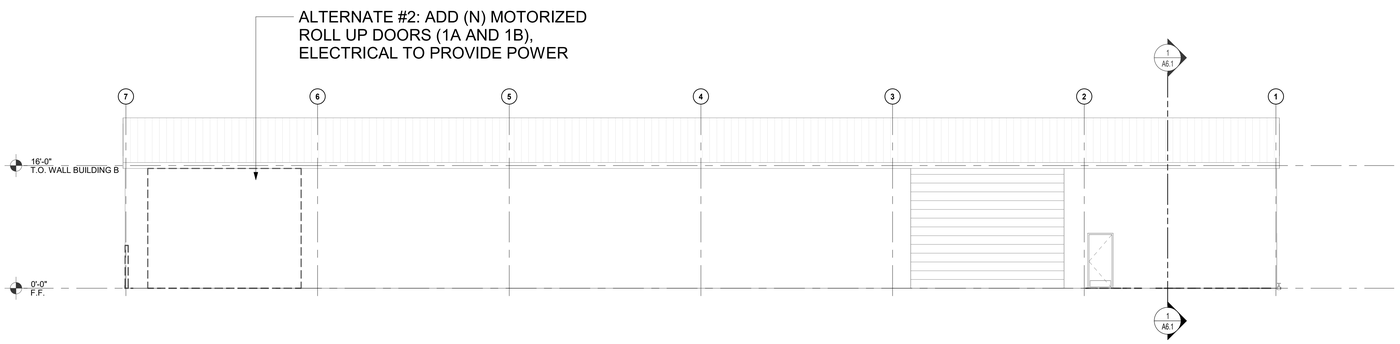
NORTH ELEVATION 1/8" = 1'-0" 7



NORTH DEMO ELEVATION 1/8" = 1'-0" 8



EAST ELEVATION 1/8" = 1'-0" 9



EAST DEMO ELEVATION 1/8" = 1'-0" 10

KEYNOTES

NUMBER	NOTE

GENERAL NOTES

LEGEND

(E) METAL SIDING

(E) METAL ROOF

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KEY PLAN

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1275 MITCHELL AVE.
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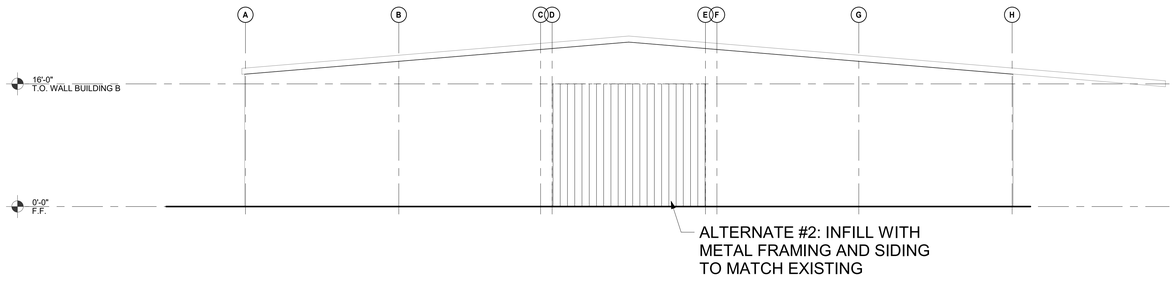
PROJECT STATUS

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655 CAL OAK ROAD,
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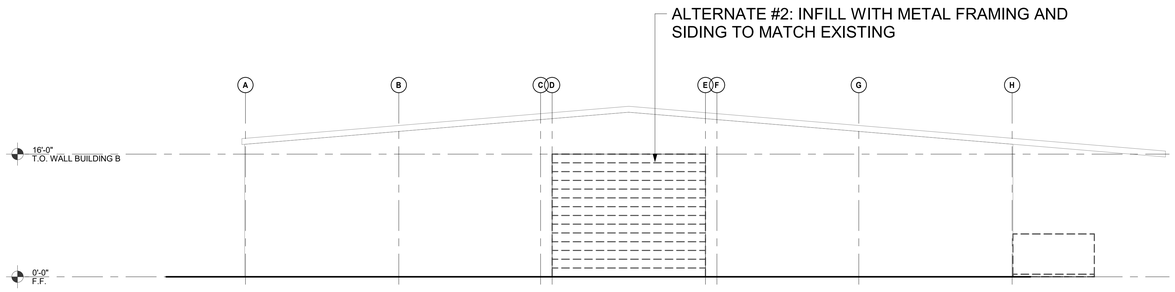
EXTERIOR ELEVATIONS

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
XX-XXXXXX	A5.1
Drawn: AF	Checked: TY

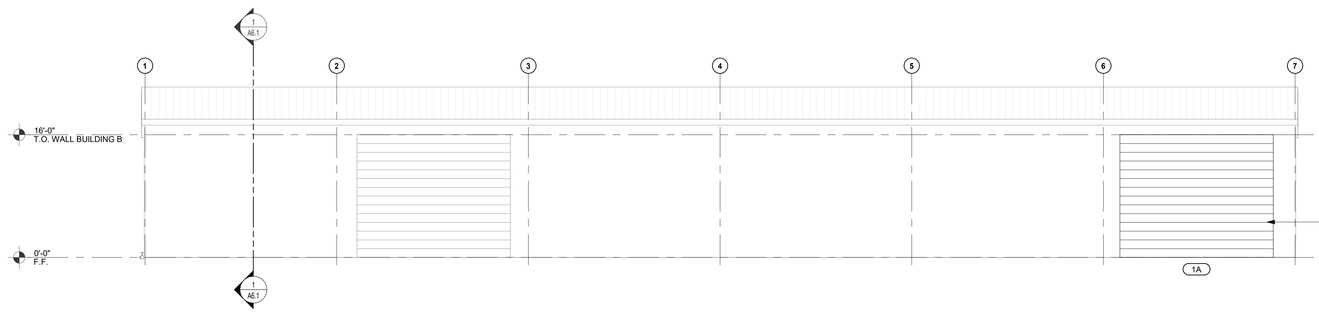
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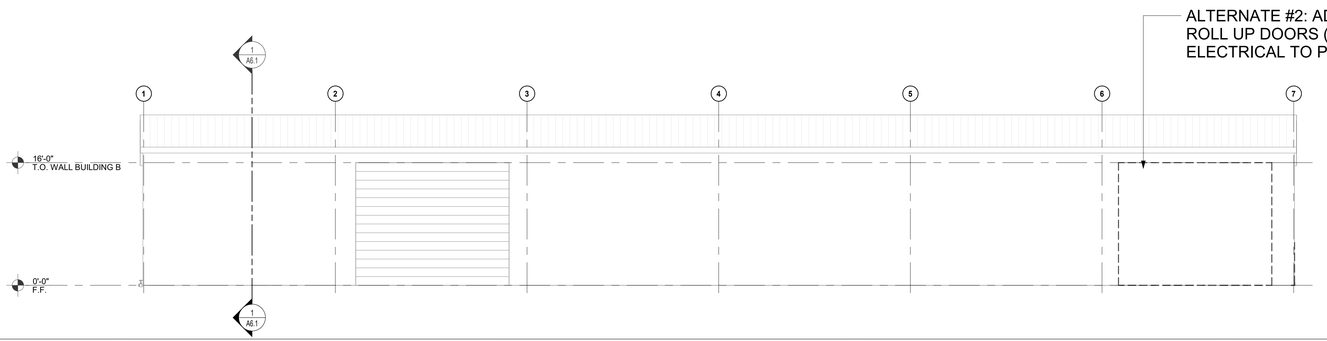
SOUTH ELEVATION 1/8" = 1'-0" 7



SOUTH DEMO ELEVATION 1/8" = 1'-0" 8



WEST ELEVATION 1/8" = 1'-0" 9



WEST DEMO ELEVATION 1/8" = 1'-0" 10

KEYNOTES

NUMBER	NOTE

GENERAL NOTES

LEGEND

(E) METAL SIDING

(E) METAL ROOF

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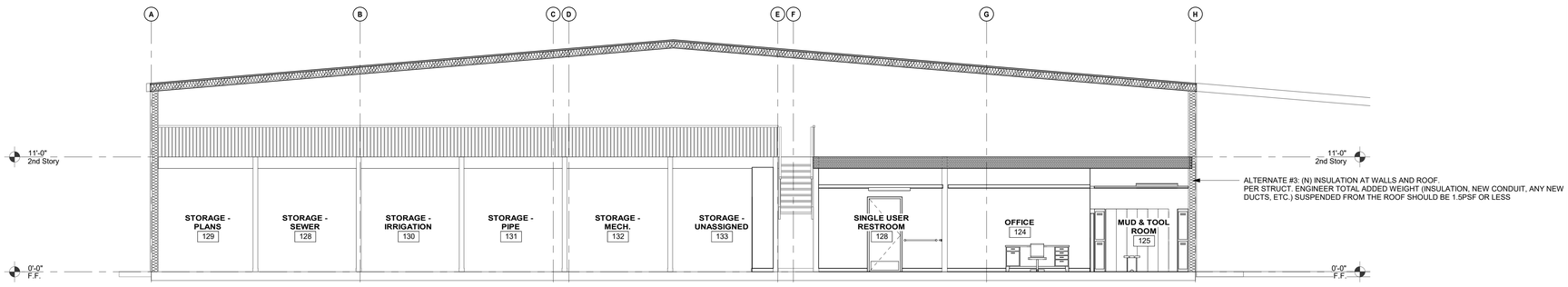
PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

EXTERIOR ELEVATIONS

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
XX-XXXXXX	A5.2
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AF / TY	

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REF: 10 / A2.1

SECTION 1 3/16" = 1'-0" 1

KEYNOTES

NUMBER	NOTE

GENERAL NOTES

1. FOR FINISH INFORMATION, REFER TO EQUIPMENT & FLOOR PATTERN PLAN
2. SEE REFLECTED CEILING PLANS FOR CEILING INFORMATION.
3. SEE FLOOR PLAN FOR WALL TYPES.

LEGEND

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NO.	REMARKS	DATE

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KEY PLAN

CITY OF OROVILLE
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PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

BUILDING SECTIONS

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
XX-XXXXXX	A6.1
Drawn / Checked	
AF / TY	

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MEP COMPONENT ANCHORAGE NOTE

ALL MECHANICAL, PLUMBING AND ELECTRICAL COMPONENTS SHALL BE ANCHORED AND INSTALLED PER THE DETAILS ON THE AHJ APPROVED CONSTRUCTION DOCUMENTS. THE FOLLOWING COMPONENTS SHALL BE ANCHORED AND BRACED TO MEET THE FORCE AND DISPLACEMENT REQUIREMENTS PRESCRIBED IN THE 2019 CBC SECTIONS 1617A.1.18 THROUGH 1617A.1.26 AND ASCE 7-16 CHAPTERS 13, 26 AND 30:

1. ALL PERMANENT EQUIPMENT AND COMPONENTS.
2. TEMPORARY, MOVEABLE OR MOBILE EQUIPMENT THAT IS PERMANENTLY ATTACHED (E.G. HARD WIRED) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS OR WATER. "PERMANENTLY ATTACHED" SHALL INCLUDE ALL ELECTRICAL CONNECTIONS EXCEPT PLUGS FOR 110/20 VOLT RECEPTACLES HAVING A FLEXIBLE CABLE.
3. TEMPORARY, MOVEABLE OR MOBILE EQUIPMENT WHICH IS HEAVIER THAN 400 POUNDS OR HAS A CENTER OF MASS LOCATED 4 FEET OR MORE ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORTS THE COMPONENT IS REQUIRED TO BE RESTRAINED IN A MANNER APPROVED BY THE AHJ.

THE FOLLOWING MECHANICAL AND ELECTRICAL COMPONENTS SHALL BE POSITIVELY ATTACHED TO THE STRUCTURE, BUT NEED NOT DEMONSTRATE DESIGN COMPLIANCE WITH THE REFERENCES NOTED ABOVE. THESE COMPONENTS SHALL HAVE FLEXIBLE CONNECTIONS PROVIDED BETWEEN THE COMPONENT AND ASSOCIATED DUCTWORK, PIPING, AND CONDUIT. FLEXIBLE CONNECTIONS MUST ALLOW MOVEMENT IN BOTH TRANSVERSE AND LONGITUDINAL DIRECTIONS:

A. COMPONENTS WEIGHING LESS THAN 400 POUNDS AND HAVING A CENTER OF MASS LOCATED 4 FEET OR LESS ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORTS THE COMPONENT.
B. COMPONENTS WEIGHING LESS THAN 20 POUNDS, OR IN THE CASE OF DISTRIBUTED SYSTEMS, LESS THAN 5 POUNDS PER FOOT, WHICH ARE SUSPENDED FROM A ROOF OR FLOOR OR HUNG FROM A WALL.

THE ANCHORAGE OF ALL MECHANICAL, ELECTRICAL AND PLUMBING COMPONENTS SHALL BE SUBJECT TO THE APPROVAL OF THE DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE OR STRUCTURAL ENGINEER DELEGATED RESPONSIBILITY AND ACCEPTANCE BY THE AHJ. THE PROJECT INSPECTOR WILL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH THE ABOVE REQUIREMENTS.

PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEM BRACING NOTE

PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEMS SHALL BE BRACED TO COMPLY WITH THE FORCES AND DISPLACEMENTS PRESCRIBED IN ASCE 7-16 SECTION 13.3 AS DEFINED IN ASCE 7-16 SECTIONS 13.6.5, 13.6.6, 13.6.7, 13.6.8 AND 2019 CBC, SECTIONS 1617A.1.24, 1617A.1.25 AND 1617A.1.26.

THE METHOD OF SHOWING BRACING AND ATTACHMENTS TO THE STRUCTURE FOR THE IDENTIFIED DISTRIBUTION SYSTEM ARE AS NOTED BELOW. WHEN BRACING AND ATTACHMENTS ARE BASED ON A PREAPPROVED INSTALLATION GUIDE (E.G., HCAI OPM OR OPS FOR 2019 CBC OR LATER), COPIES OF THE BRACING SYSTEM INSTALLATION GUIDE OR MANUAL SHALL BE AVAILABLE ON THE JOBSITE PRIOR TO THE START OF AND DURING THE HANGING AND BRACING OF THE DISTRIBUTION SYSTEMS. THE STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THE ADEQUACY OF THE STRUCTURE TO SUPPORT THE HANGER AND BRACE LOADS.

MECHANICAL PIPING (MP), MECHANICAL DUCTS (MD), PLUMBING PIPING (PP), ELECTRICAL DISTRIBUTION SYSTEMS (E):

MP☐ MD☐ PP☐ E ■ OPTION 1: DETAILED ON THE APPROVED DRAWINGS WITH PROJECT SPECIFIC NOTES AND DETAILS.

MP☐ MD☐ PP☐ E☐ OPTION 2: SHALL COMPLY WITH THE APPLICABLE HCAI PRE-APPROVAL (OPM # OR OSP #) #___________.

120V BRANCH CIRCUIT VOLT DROP CONDUCTOR LENGTH CHART

LOAD IN VOLT AMPERES	LENGTH OF CONDUCTOR				
	WIRE SIZE IN (GAUGE)				
	#12	#10	#8	#6	#4
1200VA	74	121	183	284	434
1560VA	57	93	141	218	334
1800VA	49	81	122	189	289
1920VA	46	76	115	178	271
2340VA	X	62	94	146	223
2880VA	X	51	76	118	181
3000VA	X	48	73	114	174
3900VA	X	X	56	87	134
4800VA	X	X	46	71	108

NOTES
1. THIS CHART IS FOR COPPER CONDUCTORS ONLY.
2. THIS CHART ASSUMES AN 80% POWER FACTOR AND STEEL RACEWAYS.
3. 2022 CALIFORNIA ENERGY CODE, 130.5(c) ALLOWS A MAXIMUM COMBINED VOLTAGE DROP OF 5%. THIS CHART ASSUMES A MAXIMUM DROP OF 3% FOR FEEDERS. THIS CHART PROVIDES THE MAXIMUM LENGTH OF CONDUCTORS FOR LESS THAN 2% VOLTAGE DROP ON A BRANCH CIRCUIT AT GIVEN VA LOAD.
4. USE WIRE SIZE FROM THIS CHART UNLESS LARGER CONDUCTOR SIZES ARE NOTED ON THE DRAWINGS.
5. FOR VA VALUES NOT SHOWN USE NEXT HIGHEST VALUE FROM THE CHART

GENERAL NOTES

1. PLANS ARE NOT FOR CONSTRUCTION UNTIL APPROVED BY THE AUTHORITY HAVING JURISDICTION. THE CONTRACTOR SHALL NOT ORDER ANY MATERIALS OR INSTALL ANY EQUIPMENT, PIPING, ETC. UNTIL PLANS ARE APPROVED BY THE AUTHORITY HAVING JURISDICTION.
2. ALL WORK SHALL BE DONE AT SUCH TIME AND IN SUCH MANNER AS PRESCRIBED BY THE OWNER'S REPRESENTATIVE.
3. ADEQUATELY STRAP AND SUPPORT ALL CONDUIT WORK PER CEC. IN GENERAL, SUPPORT ALL CONDUIT WITHIN THREE FEET (3') OF OUTLET BOX, CABINET OR PANEL AND MAXIMUM TEN FEET (10') ON CENTER THEREAFTER.
4. CORE BORE SHALL BE 1" DIAMETER LARGER THAN EACH CONDUIT. SPACE CONDUIT HOLES 3" APART. SEAL AROUND CONDUIT WITH NON-SHRINK, NON-METALLIC GROUT.
5. ALL CONDUCTORS INSTALLED IN PANELBOARDS SHALL BE TRAINED, LACED, AND INSTALLED WITH PHASE TAPE ON ALL CONDUCTORS.
6. LABEL DEVICES (I.E. RECEPTACLES, ETC.) ON EACH COVER PLATE IDENTIFYING CIRCUIT AND PANEL DEVICE IS CONNECTED TO.
7. CLEAN ALL EXTERIOR AND INTERIOR SURFACES OF PANELS AND ALL MATERIAL AND METAL SHAVINGS FROM PANEL AND CABINET INTERIORS. ALL OPENINGS SHALL BE SEALED AND APPLY TOUCH-UP SPRAY PAINT WHERE NEEDED.
8. FIELD COORDINATE DEVICE LOCATIONS PRIOR TO ROUGH-IN.
9. CONTRACTOR WILL PROVIDE WARNING LABELS NOTING THE POTENTIAL FOR ELECTRIC ARC FLASH HAZARDS PER CEC 110.16. PROVIDE LABELS ON EQUIPMENT SUCH AS SWITCHBOARDS, SWITCHGEAR, PANELBOARDS, INDUSTRIAL CONTROL PANELS, METER SOCKET ENCLOSURES, MOTOR CONTROL CENTERS, MOTOR STARTER / CONTACTOR PANELS, DISCONNECTS, ETC..
   - 9.1. CONTRACTOR TO PROVIDE BREAKER COORDINATION STUDY COMPLETE WITH BREAKER SETTINGS.
   - 9.2. CONTRACTOR WILL PROVIDE ARC FLASH LABELS FOR ELECTRICAL POWER PANELS INCLUDED IN THE PROJECT SCOPE IN ACCORDANCE WITH NFPA 70E AND SPECIFICATION SECTION 26 05 73 'OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY'. THE ARC-FLASH LABELS MESSAGE OR CONTENT SHALL BE PROVIDED BY THE CONTRACTOR.
10. INSTALLATION SHALL COMPLY WITH CEC 210.4 - EACH MULTIWIRE BRANCH CIRCUIT SHALL BE PROVIDED WITH A MEANS THAT WILL SIMULTANEOUSLY DISCONNECT ALL UNGROUNDED CONDUCTORS AT THE POINT WHERE THE BRANCH CIRCUIT ORIGINATES. THEREFORE ANY CIRCUIT SHARING A COMMON NEUTRAL SHALL BE CAPABLE OF SIMULTANEOUS DISCONNECT OR DEDICATED NEUTRALS SHALL BE INSTALLED.
11. SUPPORT ENCLOSURES, BOXES AND CONDUIT INSTALLATIONS PER CEC 314.23 (A) THROUGH (H).
12. SEAL CONDUIT OPENINGS THROUGH WALLS AND CEILINGS. INSTALL ESCUTCHEON PLATES AT BUILDING INTERIOR. WHERE EQUIPMENT IS INSTALLED ON THE EXTERIOR WALL, STUB CONDUITS THROUGH WALL AND SEAL CONDUIT OPENINGS, THEN INSTALL EXTERIOR EQUIPMENT. ALSO, SEAL AROUND THE PERIMETER EDGE OF THE EQUIPMENT ENCLOSURE BETWEEN THE ENCLOSURE AND BUILDING.
13. RACEWAY SEALS. ALL RACEWAYS ENTERING/EXITING A BUILDING SHALL BE SEALED AT BOTH ENDS TO PREVENT MOISTURE AND RODENTS FROM ENTERING THE BUILDING. SEALANTS SHALL BE LISTED FOR USE WITH CABLE INSULATION, CONDUCTOR INSULATION, BARE CONDUCTOR, SHIELD, OR OTHER COMPONENTS.
14. CONDUITS INSTALLED ON ROOF AND BUILDING EXTERIOR SHALL BE RIGID GALV. STEEL RMC OR IMC WITH THREADED FITTINGS. CONDUIT, SUPPORTS, AND WALL TO BE PAINTED OUT TO MATCH EXTERIOR FINISH.
15. EXPOSED CONDUITS TRANSITIONING FROM BELOW OR AT GRADE TO A HEIGHT OF 8 FEET AFG SHALL BE RMC OR IMC.
16. SPLICES AND TERMINALS SHALL BE COMPRESSION TYPE OF SEAMLESS PURE COPPER, TIN PLATED, LONG BARREL (TERMINALS WITH TWO-HOLE PAD AND INSPECTION WINDOW WITH NEMA DRILLING), AS MANUFACTURED BY BURNDY TYPE YS, YAZ-2N OR EQUAL. CLEAN ALL SURFACES AND INSTALL WITH OXIDE INHIBITING COMPOUND, BURNDY PENETROX-E OR EQUAL. APPLY COMPOUND BETWEEN BUS AND LUG PAD AND BETWEEN CONDUCTOR AND LUG BARREL. INSTALL COMPRESSION CONNECTORS WITH 360° CIRCUMFERENTIAL COMPRESSION DYE, BURNDY HYPRESS OR EQUAL. THE INDENTER OR OTHER TYPE TOOLS WILL NOT BE ACCEPTABLE.
17. INSTALL 'MECHANICALLY FASTENED PHENOLIC NAMEPLATE WITH WHITE LETTERING ON BLACK BACKGROUND ON ALL EQUIPMENT, INCLUDING PULL BOXES, WITH DESCRIPTION INDICATED ON DRAWINGS. NAMEPLATES SHALL READ EXACTLY AS DESCRIBED ON THE DRAWINGS. IN GENERAL NAMEPLATE LETTERING SIZE SHALL BE 3/16" HIGH FOR ALL NAMEPLATES SERVING FEEDER AND BRANCH CIRCUIT BREAKERS. ON MAIN SERVICE PANEL, DISTRIBUTION PANELS AND ALL OTHER NAMEPLATES LETTERING SHALL BE 1/4" HIGH.
   - 17.1. ALL SWITCHBOARDS, SWITCHGEAR, PANELBOARDS, VFD'S, MOTORS, JUNCTION BOXES, PULL BOXES, DISCONNECT SWITCHES, ETC., SHALL BE MARKED TO INDICATE EACH DEVICE OR EQUIPMENT WHERE THE POWER ORIGINATES PER CEC 408.4, FIELD IDENTIFICATION REQUIRED, (B) SOURCE OF SUPPLY.
18. COORDINATE EQUIPMENT LOCATIONS, CONTROL AND POWER WIRING REQUIREMENTS AND CONNECT POINTS WITH ALL APPLICABLE DISCIPLINES.
19. PROVIDE AND INSTALL FUSES PER UNIT NAMEPLATE DATA ON THE EQUIPMENT PROVIDED.
20. VERIFY CEILING TYPES PRIOR TO ORDERING LUMINAIRES. CONFIRM THAT FEATURES DESCRIBED IN THE SPECIFICATION OF THE LUMINAIRE ARE INCLUDED AS WELL AS PART NUMBERS LISTED ON SCHEDULE IN THE SUBMITTAL PACKAGE. CLARIFY NOTED DISCREPANCIES WITH ENGINEER PRIOR TO BID.
21. A LAMINATED COPY OF THE FINAL RECORD ONE LINE DIAGRAM SHALL BE PLACED IN ELEC ROOM.
22. ALL SWITCHES AND RECEPTACLES SHALL BE "DECORA" STYLE. PROVIDE WHITE DEVICES WITH WHITE THERMOPLASTIC COVER PLATES IN ALL AREAS AND GUESTROOMS WITH EXCEPTION OF THE BUFFET AREA.
   - 22.1. BUFFET AREA: PROVIDE "DECORA" STYLE DEVICES, COLOR BLACK WITH STAINLESS STEEL COVER PLATES.
23. RECEPTACLE WEATHERPROOF COVERS SHALL BE LISTED "EXTRA DUTY", LOCAKBLE, METAL, IN-USE TYPE.
24. REINSTALL EXISTING ELECTRICAL INSTALLATIONS DISTURBED. CERTAIN EXISTING ELECTRICAL INSTALLATIONS MAY BE LOCATED IN WALLS, CEILINGS OR FLOORS THAT ARE TO BE REMOVED AND ARE ESSENTIAL FOR THE OPERATION OF OTHER REMAINING INSTALLATIONS. WHERE THIS CONDITIONS OCCURS, PROVIDE A NEW EXTENSION OF ORIGINAL CIRCUITS, RACEWAYS, EQUIPMENT AND OUTLETS TO RETAIN SERVICE CONTINUITY. INSTALLATIONS SHALL BE CONCEALED IN FINISHED AREAS. WHERE ELECTRICAL EQUIPMENT, BOXES, DEVICES, AND/OR RACEWAYS ARE REMOVED, PATCH AND PAINT SURFACES TO MATCH ADJACENT FINISH.
25. FOR ROOF PENETRATIONS, REFER TO ARCHITECTURAL PLANS FOR INSTALLATION REQUIREMENTS.
26. FOR WALL PENETRATION INSTALLATIONS, REFER TO ARCHITECTURAL PLANS FOR REQUIREMENTS.
27. PROVIDE "LOCK-ON" DEVICE FOR ALL CIRCUIT BREAKERS ON EMERGENCY DEDICATED CIRCUITS.
28. DRAWINGS ARE TO BE CONSIDERED DIAGRAMMATIC. CONTRACTOR SHALL ACCEPT RESPONSIBILITY IN FAMILIARIZING THEMSELVES WITH ARCHITECTURAL AND STRUCTURAL CONDITIONS ALONG WITH INHERENT SPACE LIMITATIONS. WITH THAT UNDERSTANDING SHALL PROVIDE ALL ITEMS OF LABOR, MATERIALS AND TOOLS REQUIRED TO PROVIDE A COMPLETE INSTALLATION.
29. PROVIDE SWITCHED/CONTROLLED RECEPTACLES WITH PERMANENT MARKINGS PER THE CALIFORNIA ENERGY CODE. MARKING SHALL BE AS PROVIDED BY THE MANUFACTURER OF THE RECEPTACLE, STAMPED INTO THE FACE (IE, LEVITON #5362-1PW OR EQUAL.) SYMBOL SHALL BE OF CONTRASTING COLOR TO THE DEVICE COLOR.
30. PROVIDE DATA SHEETS FOR ALL ELECTRICAL AND LOW VOLTAGE EQUIPMENT (INCLUDING BUT NOT LIMITED TO LIGHTING CONTROLS, FIRE ALARM, INTRUSION ALARM, CCTV, ACCESS CONTROL, INTERCOM, DATA/TELECOMMUNICATIONS AND SOUND REINFORCEMENT SYSTEMS) INCLUDED IN THIS PROJECT FOR REVIEW AND APPROVAL PRIOR TO ORDERING ANY EQUIPMENT OR DEVICES. REFER TO PROJECT SPECIFICATIONS FOR ADDITIONAL SUBMITTAL REQUIREMENTS.
31. SUBMIT SHOP DRAWINGS FOR ALL ELECTRICAL AND LOW VOLTAGE SYSTEMS (INCLUDING BUT NOT LIMITED TO LIGHTING CONTROLS, FIRE ALARM, INTRUSION ALARM, CCTV, ACCESS CONTROL, INTERCOM, DATA/TELECOMMUNICATIONS AND SOUND REINFORCEMENT SYSTEMS) FOR REVIEW AND APPROVAL PRIOR TO THE INSTALLATION OF ANY EQUIPMENT, DEVICES, RACEWAY OR WIRING. REFER TO PROJECT SPECIFICATIONS FOR ADDITIONAL SUBMITTAL REQUIREMENTS.
32. ALL 15 AND 20 AMPERE, 125 AND 250 VOLT, NON-LOCKING TYPE RECEPTACLES IN GUEST ROOMS AND GUEST SUITES OF HOTELS AND MOTELS SHALL BE LISTED TAMPER-RESISTANT RECEPTACLES PER CEC 406.12(2). CEC 406.12 EXCEPTIONS (1), (2) & (3) ARE APPLICABLE TO THIS PROJECT.
33. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE ALL POWER OUTLETS, POWER SUPPLY CONNECTIONS, PLACEMENT, AND HEIGHTS WITH OWNER PROVIDED FF&E AND INTERIOR DESIGN (ID) DRAWINGS PRIOR TO INSTALLATION.
34. THE DEFINITION OF THE TERM "PROVIDE" USED HEREIN IS FOR THE CONTRACTOR TO "FURNISH AND INSTALL" FOR A COMPLETE AND FULLY FUNCTIONAL SYSTEM.
35. INSPECTOR WILL VERIFY TORQUE TO SPECS ON CONDUCTOR TERMINATIONS, TRANSFORMERS, BREAKERS, PANELS, BUSWAY TAP CANS, WIRE CONNECTORS, BOLTED BUS CONNECTIONS, ETC. IF NO MARKINGS ARE PRESENT, USE THE VALUES IN NEC ANNEX I. TORQUE VALUES SHALL BE DEMONSTRATED IN THE PRESENCE OF THE INSPECTOR USING A CALIBRATED TOOL TO ACHIEVE THE INDICATED TORQUE VALUE OF THE EQUIPMENT. TYPICAL TORQUE WRENCH CALIBRATIONS ARE VALID FOR A PERIOD OF SIX MONTHS OR 5,000 USES, WHICHEVER OCCURS FIRST. THIS INSPECTION MUST BE DONE WITH THE EQUIPMENT IN A DE-ENERGIZED CONDITION. CEC 110.14(D)
36. ALL SWITCHBOARDS, PANELBOARDS, INDUSTRIAL CONTROL PANELS, METER SOCKET ENCLOSURES, BUSWAY COMPONENTS, AND MOTOR CONTROL CENTERS SHALL BE FIELD MARKED WARNING OF POTENTIAL ARC FLASH HAZARDS. THE LABELING SHALL CONFORM TO THE GUIDELINES IN ANSI Z535, 4-2011 PRODUCT SAFETY SIGNS AND LABELS.
37. WIRING ABOVE SUSPENDED CEILINGS CANNOT BE SUPPORTED BY THE CEILING OR THE CEILING SUPPORT WIRES. THIS APPLIES TO ALL RACEWAYS AND CABLES, INCLUDING COMMUNICATIONS CABLES. WIRING ABOVE SUSPENDED CEILINGS MAY BE SUPPORTED BY THE "SLACK" SUPPLEMENTAL WIRES TO LIGHT FIXTURES, OR BY INDEPENDENT SUPPORT WIRES. WHERE INDEPENDENT SUPPORT WIRES ARE USED, THEY MUST BE SECURED AT BOTH ENDS AND MUST BE DISTINGUISHABLE BY COLOR, TAGGING, OR OTHER MEANS. CEC 300.11(B)(1)&(2)
38. ALL CONDUCTORS RUN UNDERGROUND MUST BE WET RATED "THWN-2".

ABBREVIATION LIST

@	AT
A	AMPERE
AC	ALTERNATING CURRENT
A/C	AIR CONDITIONING
AER	ARC ENERGY REDUCTION
AF	AMP FRAME RATING OR AMP FUSE SIZE
AFF	ABOVE FINISHED FLOOR
AHJ	AUTHORITY HAVING JURISDICTION
AIC	AMPERES INTERRUPTING CAPACITY
AS	AMP SWITCH RATING
AT	AMP TRIP SETTING
AWG	AMERICAN WIRE GAUGE
BC	BARE COPPER
BD	BOARD
BFC	BELOW FINISHED CEILING
BRKR	BREAKER
BLDG	BUILDING
BPS	BOOSTER POWER SUPPLY
C	CONDUIT
C/B	CIRCUIT BREAKER
CFCI	CONTRACTOR FURNISHED, CONTRACTOR INSTALLED
CIRC	CIRCUIT
CLG	CEILING
CO	CONDUIT ONLY, WITH PULL LINE
CONT	CONTINUOUS
CU	COPPER
CWP	METALLIC COLD WATER PIPE
(D)	DEMOLISH
DC	DIRECT CURRENT
DISC	DISCONNECT
DP	DISTRIBUTION PANEL
(E)	EXISTING
E/W	EACH WITH
EA	EACH
EL	EVENING LIGHT
ELEC	ELECTRIC
EM	EMERGENCY
EMT	ELECTRICAL METALLIC TUBING
EOL	END OF LINE DEVICE
EQUIP	EQUIPMENT
(ER)	EXISTING RELOCATED
ETU	ELECTRONIC TRIP UNIT
EWC	ELECTRICAL WATER COOLER
EWH	ELECTRIC WATER HEATER
(F)	FUTURE
FACP	FIRE ALARM CONTROL PANEL
FAEP	FIRE ALARM EXTENDER PANEL
FATC	FIRE ALARM TERMINAL CABINET
FBO	FURNISHED BY OTHERS
FLUOR	FLUORESCENT
FT	FOOT
GA	GAUGE
GFCI	GROUND FAULT CIRCUIT INTERRUPT
GLZ	GENERAL LIGHTING ZONE
GND	GROUND
GP	METALLIC GAS PIPE
GYP	GYPSUM
HID	HIGH INTENSITY DISCHARGE
HP	HORSE POWER
HT	HEIGHT
HZ	HERTZ
IMC	INTERMEDIATE METALLIC CONDUIT
IN	INCH
ISC	SHORT CIRCUIT CURRENT (RMS SYMMETRICAL)
ISO	ISOLATED
J-BOX	JUNCTION BOX
KCMIL	THOUSAND CIRCULAR MILLS
KVA	KILO VOLT AMP
KW	KILOWATT
LC	LIGHTING CONTROL PANEL
LSI	LONG TIME, SHORT TIME, AND INSTANTANEOUS SETTINGS
LSIG	LONG TIME, SHORT TIME, INSTANTANEOUS AND GROUND FAULT SETTINGS
LV	LOW VOLTAGE
MCM	THOUSAND CIRCULAR MILLS
MECH	MECHANICAL
MDP	MAIN DISTRIBUTION PANEL
MH	METAL HALIDE
MISC	MISCELLANEOUS
MLO	MAIN LUGS ONLY
MPOE	MAIN POINT OF ENTRY
MSB	MAIN SWITCHBOARD
(N)	NEW
NIC	NOT IN CONTRACT
NIES	NOT IN ELECTRICAL SECTION OF THESE PLANS & SPECS.
NL	NIGHT LIGHT
NO, #	NUMBER
NTS	NOT TO SCALE
OC.	ON CENTER
OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
OFOI	OWNER FURNISHED, OWNER INSTALLED
P	POLE
PB	PULL BOX
PFB	PROVISION FOR FUTURE BREAKER W/ MOUNTING HARDWARE
PDZ	PRIMARY DAYLIT ZONE
PFCT	PROVISION FOR FUTURE CURRENT TRANSFORMER
PH, Ø	PHASE
PLYWD	PLYWOOD
PNL	PANEL
PR	PAIR
PVC	POLYVINYL CHLORIDE CONDUIT
(R)	EXISTING RELOCATED
RELT	REDUCED ENERGY LET THROUGH
REQ'D	REQUIRED
RM	ROOM
RMC	RIGID METAL CONDUIT
(RR)	REMOVE AND REPLACE
(RS)	REMOVE AND SAVE
SDZ	SECONDARY DAYLIT ZONE
SKZ	SKYLIGHT DAYLIT ZONE
SPEC	SPECIFICATION
STC	SIGNAL TERMINAL CABINET
SQ	SQUARE
SS	STAINLESS STEEL
SW	SWITCH
TEL	TELEPHONE
TGB	TELECOMMUNICATIONS GROUNDING BUSBAR
TMGB	TELECOMMUNICATIONS MAIN GROUNDING BUSBAR
TTB	TELEPHONE TERMINAL BOARD
TYP	TYPICAL
UG	UNDERGROUND
UON	UNLESS OTHERWISE NOTED
V	VOLTS
WAP	WIRELESS ACCESS POINT
WP	WEATHERPROOF
WT	WEIGHT
W	WATT
W/	WITH
XFMR	TRANSFORMER
&	AND

SYMBOLS LIST

A2 2a	LED, FLUORESCENT OR HID FIXTURE — CONTROLLED BY SWITCH "a" / CONNECTED TO CIRCUIT 2 / FIXTURE TYPE A2 — APPLIES TO ALL FIXTURES
	LED, FLUORESCENT OR HID FIXTURE - WALL MOUNTED
	LED, FLUORESCENT OR HID FIXTURE - CEILING RECESSED
	LED, FLUORESCENT FIXTURE - SEE FIXTURE SCHEDULE FOR MOUNTING
	LED, FLUORESCENT FIXTURE - WALL MOUNTED
	EXIT LIGHT FIXTURE
	SHADING INDICATES FIXTURE WITH LAMP(S) ON EMERGENCY CIRCUIT
	SITE LIGHTING FIXTURE AND POLE
	BOLLARD AND/OR POLE TOP LIGHT FIXTURE
	GROUND MOUNTED FLOODLIGHT FIXTURE
$a	SINGLE POLE SWITCH
$2	TWO POLE SWITCH
$3	THREE WAY SWITCH
$4	FOUR WAY SWITCH
$K	KEYED SWITCH
$T	TIMER SWITCH
$M	MANUAL MOTOR CONTROL SWITCH
$F	FAN / LIGHT / NIGHT LIGHT SWITCH, PER MECHANICAL
$OS	WALL MOUNTED OCCUPANCY AUTO-OFF LIGHT SWITCH
$ OS	DIMMER SWITCH WITH OCCUPANCY SENSOR, LINE VOLTAGE
$	DIMMER SWITCH
TS	TAMPER SWITCH
OS	CEILING MOUNTED OCCUPANCY AUTO-OFF LIGHT SWITCH. INSTALL PER MANUFACTURER REQUIREMENTS.
DL	CEILING MOUNTED DAY LIGHT SENSOR INSTALL PER MANUFACTURER REQUIREMENTS.
RC	ROOM CONTROLLER INSTALL PER MANUFACTURER REQUIREMENTS.
T	LINE VOLTAGE THERMOSTAT
	CLOCK OUTLET
DH	MAGNETIC HOLD-OPEN DEVICE ACTIVATED BY FIRE ALARM SYSTEM
	PUSH BUTTON DOOR BELL, SIGNAL
T	LOW VOLTAGE TRANSFORMER FOR DOOR BELL
B	DOOR BELL. COORDINATE WITH ARCHITECT
F	FUSED DISCONNECT SWITCH
U	DUPLEX CONVENIENCE OUTLET W/ (2) USB PORTS, 20A, 125V, NEMA 5-20R
	DUPLEX CONVENIENCE OUTLET
	DOUBLE DUPLEX CONVENIENCE OUTLET
	GROUND FAULT CIRCUIT INTERRUPTER DUPLEX OUTLET
	GROUND FAULT CIRCUIT INTERRUPTER DOUBLE DUPLEX OUTLET
	SPLIT DUPLEX OUTLET WITH: ONE CONVENIENCE OUTLET ONE CONTROLLED OUTLET
	DOUBLE DUPLEX OUTLET WITH: ONE DUPLEX CONVENIENCE OUTLET ONE CONTROLLED DUPLEX OUTLET
U	DOUBLE DUPLEX OUTLET WITH: ONE DUPLEX CONVENIENCE OUTLET W/ (2) USB PORTS, 20A, 125V, NEMA 5-20R ONE CONTROLLED DUPLEX OUTLET
	ISOLATED GROUNDING DUPLEX OUTLET
	DOUBLE DUPLEX ISOLATED GROUNDING OUTLET
	EMERGENCY DUPLEX OUTLET
	EMERGENCY DOUBLE DUPLEX OUTLET
	SPECIAL OUTLET TO MATCH EQUIPMENT NEMA CONFIGURATION.
	FLUSH FLOOR BOX OR "POKE-THRU" UNIT EQUIPPED WITH FLUSH OR PEDESTAL DUPLEX RECEPTACLE AND VOICE/DATA OUTLETS AS NOTED, OR REFER TO SCHEDULE ON DRAWINGS.
	PLUGMOLD/WIREMOLD RECEPTACLE SYSTEM
	TRANSFORMER
J	JUNCTION BOX, SIZE AS REQUIRED BY CODE
J	FLEX CONNECTION TO FIXTURE
	TELEPHONE OUTLET - 1"C. STUBBED TO ACCESSIBLE CEILING SPACE.
	DATA OUTLET - 1"C. STUBBED TO ACCESSIBLE CEILING SPACE.
	TELEPHONE/DATA OUTLET - 1"C. STUBBED TO ACCESSIBLE CEILING SPACE.
TV	TELEPHONE/DATA OUTLET
WAP	WIRELESS ACCESS POINT
	PANELBOARD, RECESSED MOUNTED
	PANELBOARD, SURFACE MOUNTED
	MAIN SWITCHBOARD
	TERMINAL CABINET, RECESSED MOUNTED
	TERMINAL CABINET, SURFACE MOUNTED
	HOMERUN TO PANELBOARD OR RESPECTIVE TERMINAL
	CONDUIT RUN CONCEALED IN CEILING OR WALL, SEE SYMBOLS LIST NOTES
	CONDUIT RUN UNDERGROUND OR UNDER FLOOR
EM	EMERGENCY SYSTEM CONDUIT AND WIRES
	INSULATED GREEN GROUND CONDUCTOR
	INSULATED ISOLATED GROUND CONDUCTOR, GREEN WITH TRACER STRIPE
	CONDUIT RISER
	EXISTING EQUIPMENT, LIGHTING, DEVICES, CONDUIT, WIRING, ETC., ARE SHOWN LIGHT. NEW OR RELOCATED EQUIPMENT, LIGHTING, DEVICES, CONDUIT, WIRING, ETC., ARE SHOWN DARK.
X X	EXISTING ELECTRICAL EQUIPMENT TO BE REMOVED
	WIREMOLD SURFACE RACEWAY(S) WITH OUTLETS AS SHOWN OR NOTED, SEE SURFACE RACEWAY SCHEDULE
1 1	SYMBOLS REFERRING TO KEYED NOTES ON SAME SHEET
AC 1	MECHANICAL EQUIPMENT BY OTHERS, CONNECTED BY ELECTRICAL CONTRACTOR
A E1	DETAIL DESIGNATION, "A" SIGNIFIES DETAIL, "E-1" SIGNIFIES SHEET NUMBER
(1)1-1/2"C	INDICATES SIZE OF CONDUIT = ONE AND ONE HALF INCH CONDUIT
	NUMBER WITHIN PARENTHESIS INDICATES QUANTITY OF CONDUITS

SYMBOLS LIST NOTES:

1. MOUNT SWITCH BOXES AT +48" TO TOP OF BOX UNLESS OTHERWISE NOTED.
2. MOUNT OUTLET BOXES AT +15" TO BOTTOM OF BOX UNLESS OTHERWISE NOTED.
3. "A" ADJACENT TO OUTLET INDICATES OUTLET BOX TO BE MOUNTED ABOVE COUNTER. COORDINATE WITH COUNTER HEIGHT AND DEPTH PRIOR TO ROUGH IN. MOUNT OUTLET ABOVE COUNTERS AT:
   - 3.1. +46" MAX TO TOP OF BOX WHERE BOX IS INSTALLED OVER BASE CABINET.
   - 3.2. +44" MAX TO TOP OF BOX WITH OPEN COUNTERS WITH FORWARD APPROACH.
4. OUTLET BOXES SHALL BE:
   - 4.1. WALL MOUNTED - 4" SQ. x 2-1/8" DEEP MINIMUM
   - 4.2. CEILING MOUNTED - 4" SQ. OR 4" OCT. x 2-1/8" DEEP MINIMUM
5. OUTLET BOXES REQUIRING 1-1/4", 1-1/2" OR 2" CONDUITS SHALL BE 4-11/16" x 3-1/4" DEEP MINIMUM.
6. FLUSH MOUNTED OUTLET BOXES SHALL UTILIZE TRIM RINGS. COORDINATE TRIM RING DEPTH WITH WALL FINISH PRIOR TO ROUGH-IN.
7. NO CROSSBARS ON CONDUIT RUN INDICATES MINIMUM 3/4" CONDUIT, TWO #12 CU CONDUCTORS PLUS 1#12 CU GND. CROSSBARS INDICATE NUMBER OF #12 CU CONDUCTORS IN CONDUIT. CONDUCTOR SIZES OTHER THAN #12 NOTED ON DRAWINGS. INCREASE CONDUIT SIZE AS REQUIRED TO ACCOMMODATE C.E.C. WIRE FILL REQUIREMENTS. INCLUDE ADDITIONAL BOND WIRE IN ALL PVC AND FLEXIBLE CONDUIT. LONG CROSSBAR INDICATES NEUTRAL CONDUCTOR, SHORT CROSSBARS INDICATE PHASE CONDUCTORS.
8. INCREASE BRANCH CIRCUIT CU CONDUCTOR SIZES AS REQUIRED BY THE 120V BRANCH CIRCUIT VOLT DROP CONDUCTOR LENGTH CHART BELOW. USE CONDUCTOR LENGTHS AS FIELD MEASURED, BASED UPON MEASURED FIELD ROUTING LENGTHS. INCREASE MINIMUM CONDUIT SIZE AS REQUIRED TO ACCOMMODATE A MAXIMUM 40% CONDUCTOR FILL OF THE BRANCH CIRCUIT CONDUCTORS. WHERE NECESSARY, PROVIDE A JUNCTION BOX AT ACCESSIBLE CEILING SPACE TO CONVERT THE LAST 15 FEET OF CONDUCTORS TO #10 AWG TO ACCOMMODATE TERMINATION OF CONDUCTORS AT WIRING DEVICES, LIGHTING FIXTURES, CIRCUIT BREAKER, ETC.
9. INSTALL CU GROUND CONDUCTOR IN ALL BRANCH CIRCUITS FOR LIGHT FIXTURES AND POWER DEVICES.

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ARCHITECT	ENGINEER
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REVISION HISTORY

NO.	REMARKS	DATE

DRAWING STATUS — DATE
- ○ DSA PLAN CHECK
- ○ DSA BACK CHECK
- ○ BIDDING
- ○ CONSTRUCTION

KEY PLAN

CITY OF OROVILLE
1275 MITCHELL AVE.
OROVILLE, CA 95965

PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

SYMBOLS & NOTES

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
Drawn: Author / Checked: Checker	EB0.1

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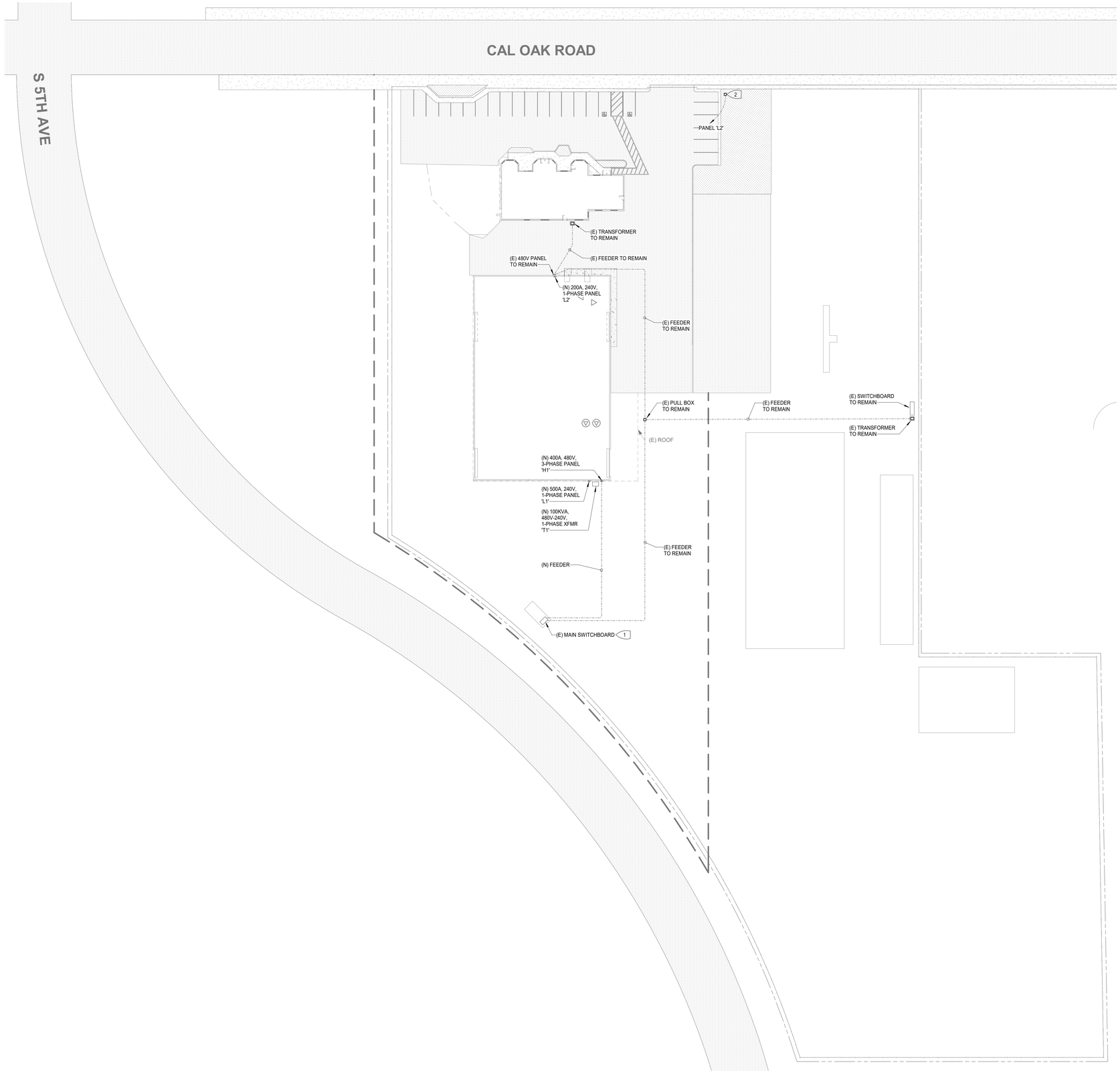
SHEET NOTES:

1. ALL EXISTING EQUIPMENT, DEVICES, CONDUIT AND WIRING, ETC., SHOWN ON PLANS ARE BASED ON AVAILABLE EXISTING DRAWINGS AND LIMITED SITE SURVEYS, AND SHOWN FOR CLARITY ONLY.

KEYED NOTES:

1 PROVIDE NEW 300/3 BREAKER IN EXISTING MAIN SWITCHBOARD.

2 PROVIDE ELECTRICAL CIRCUIT FOR NEW MOTORIZED VEHICLE GATE.



1 **SITE PLAN - ELECTRICAL**
1" = 30'-0"

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NO.	REMARKS	DATE

DRAWING STATUS

	DATE
DSA PLAN CHECK	
DSA BACK CHECK	
BIDDING	
CONSTRUCTION	

KEY PLAN

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PROJECT STATUS

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CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

SITE PLAN - ELECTRICAL

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
	EB1.1
Drawn / Author	Checked / Checker

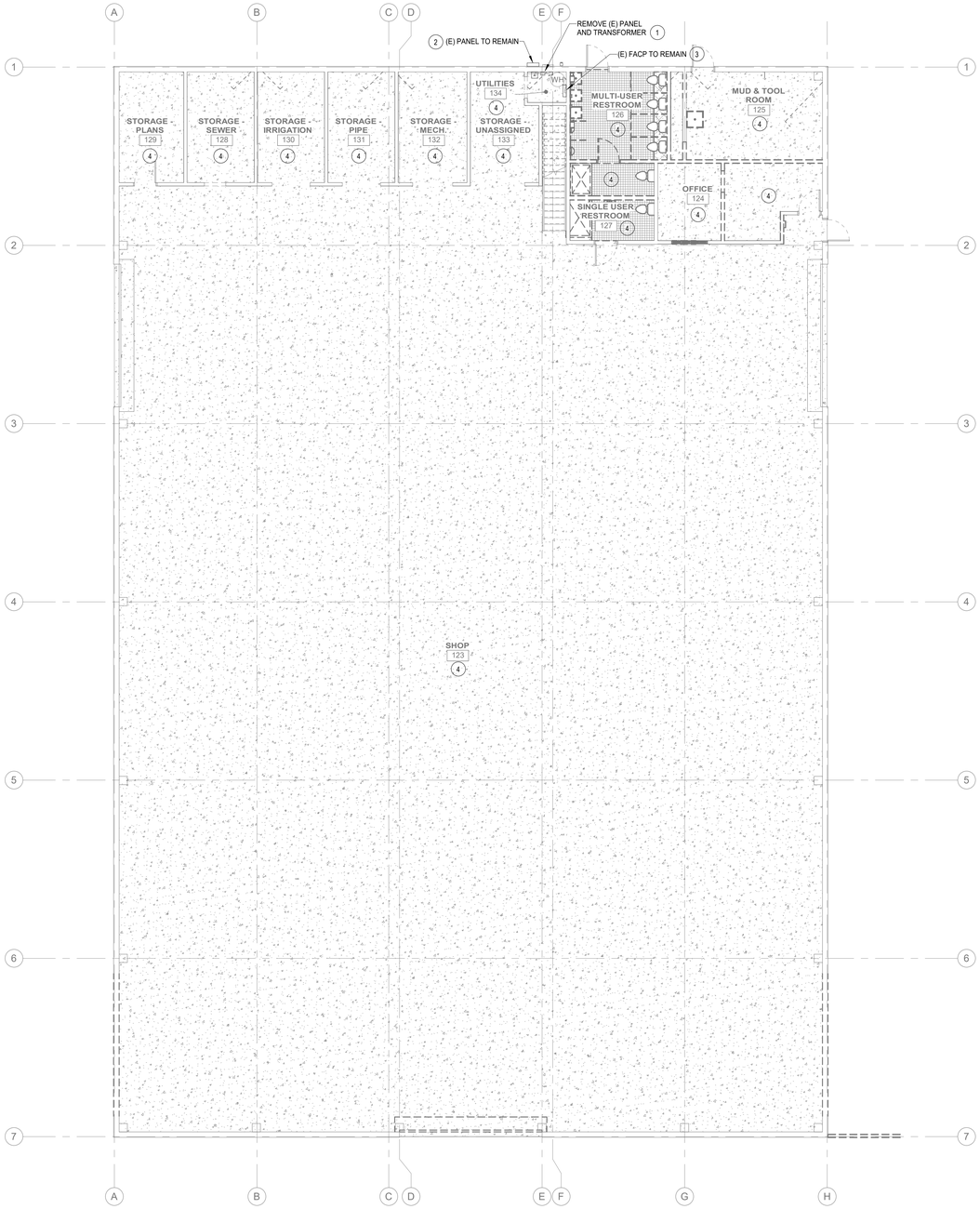
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SHEET NOTES:

1. ALL EXISTING EQUIPMENT, DEVICES, CONDUIT AND WIRING, ETC., SHOWN ON PLANS ARE BASED ON AVAILABLE EXISTING DRAWINGS AND LIMITED SITE SURVEYS, AND SHOWN FOR CLARITY ONLY.

KEYED NOTES:

1. REMOVE EXISTING TRANSFORMER AND ELECTRICAL PANEL. REMOVE ALL EXISTING CONDUIT AND CONDUCTORS IN THEIR ENTIRETY.
2. LABEL EXISTING BREAKERS NO LONGER USED AFTER DEMOLITION AS "SPARE".
3. PROTECT EXISTING PANEL DURING DEMOLITION AND NEW CONSTRUCTION.
4. REMOVE ALL EXISTING RECEPTACLES. REMOVE ALL CONDUIT AND CONDUCTORS IN THEIR ENTIRETY.



1 **BLDG B DEMO FLOOR PLAN - POWER & SIGNAL**
1/8" = 1'-0"

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GENERAL NOTES

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REVISION HISTORY

NO.	REMARKS	DATE

DRAWING STATUS

	DATE
○ DSA PLAN CHECK	
○ DSA BACK CHECK	
○ BIDDING	
○ CONSTRUCTION	

KEY PLAN

CITY OF OROVILLE
1275 MITCHELL AVE.
OROVILLE, CA 95965

PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

FLOOR PLAN - DEMOLITION

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
	EB2.0
Drawn / Author	Checked / Checker

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SHEET NOTES:

1. ALL EXISTING EQUIPMENT, DEVICES, CONDUIT AND WIRING, ETC., SHOWN ON PLANS ARE BASED ON AVAILABLE EXISTING DRAWINGS AND LIMITED SITE SURVEYS, AND SHOWN FOR CLARITY ONLY.

KEYED NOTES:

1 XXX



1 **BLDG B NEWFLOOR PLAN - POWER & SIGNAL**
1/8" = 1'-0"

DSA STAMP

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ARCHITECT	ENGINEER
NOT FOR CONSTRUCTION	REGISTERED PROFESSIONAL ENGINEER E17247 EXP. 6/30/26 ELECTRICAL STATE OF CALIFORNIA
	DATE SIGNED: 09/24/25

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KEY PLAN

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1275 MITCHELL AVE.
OROVILLE, CA 95965

PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

FLOOR PLAN - POWER & SIGNAL

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
	EB2.1
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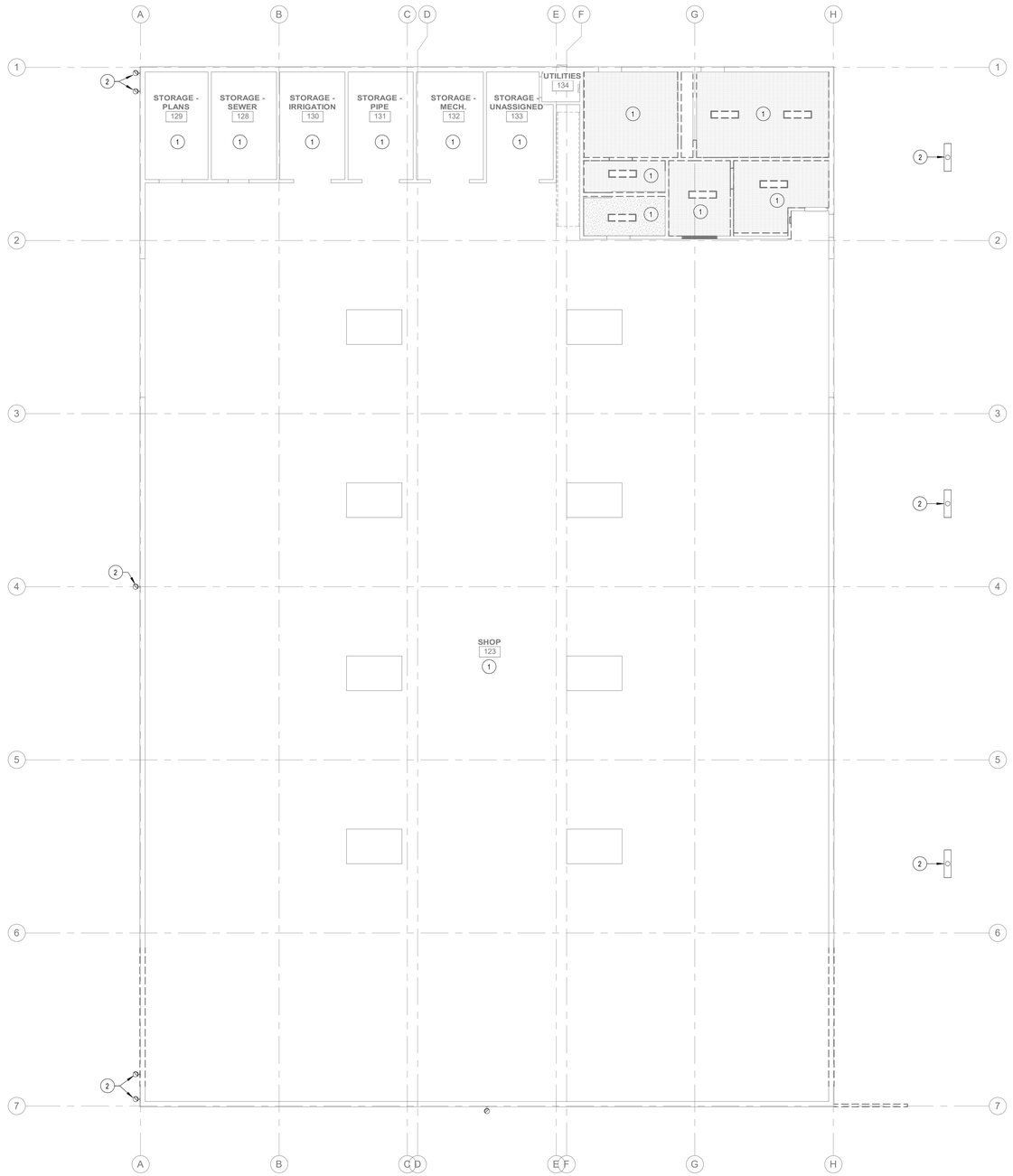
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KEYED NOTES:

(1) REMOVE ALL EXISTING LIGHTING. REMOVE ALL CONDUIT AND CONDUCTORS IN THEIR ENTIRETY.

(2) EXISTING LIGHT FIXTURE TO REMAIN. PROTECT EXISTING CONDUIT AND CONDUCTORS DURING DEMOLITION AND NEW CONSTRUCTION.



1 **BLDG B DEMO CEILING PLAN - LIGHTING**
1/8" = 1'-0"

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KEY PLAN

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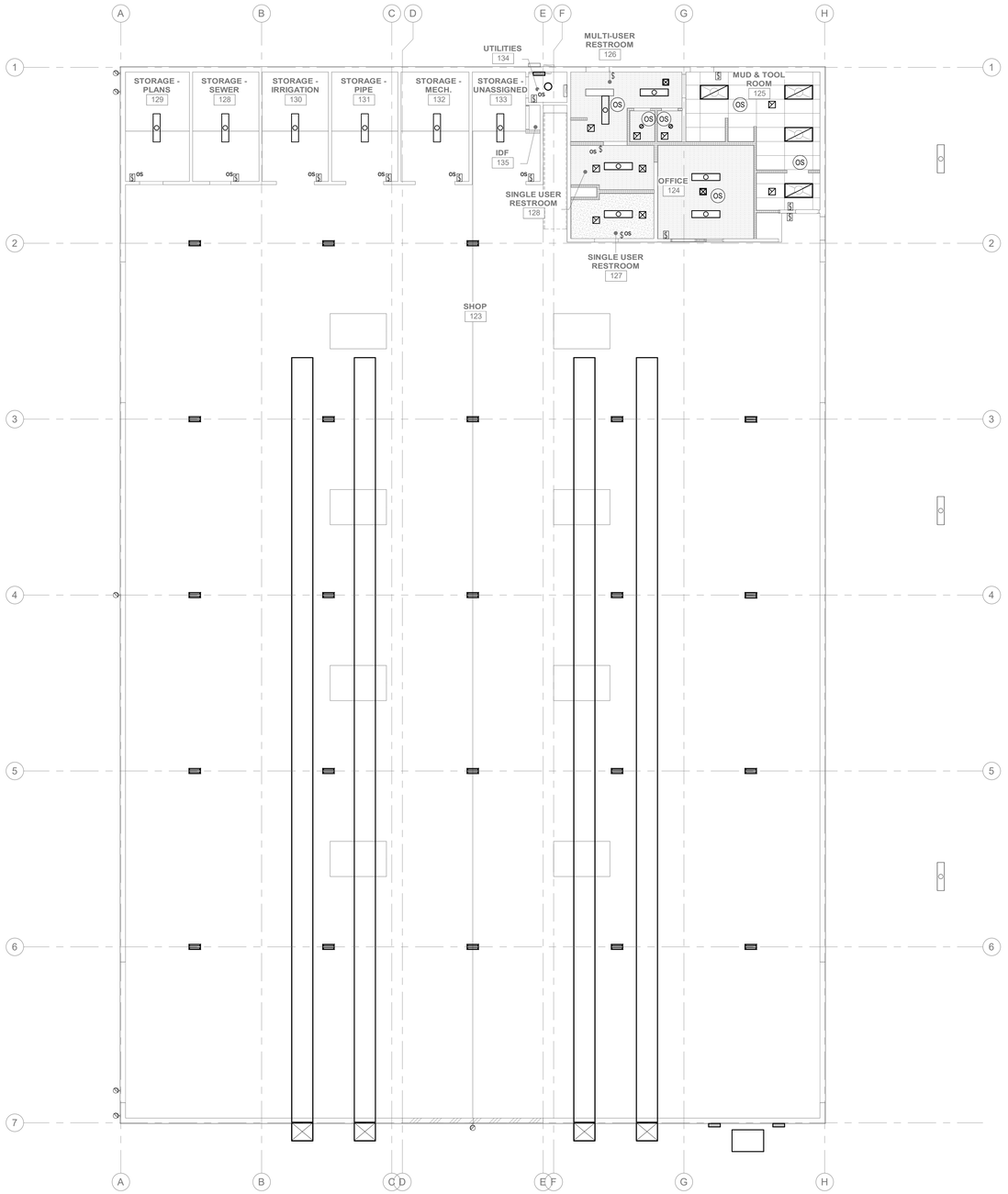
PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

LIGHTING PLAN - DEMOLITION

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
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1 **BLDG B NEW FLOOR PLAN - LIGHTING**
1/8" = 1'-0"

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KEY PLAN

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OROVILLE, CA 95965

PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

FLOOR PLAN - LIGHTING

Date	Project Number
09/24/25	25023
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EQUIPMENT SCHEDULE

SYMBOL	MAKE	NUMBER	DESCRIPTION/TRIM	LOCATION	DETAIL
GWH 1	STATE	SHE50-100ME	GAS WATER HEATER, 66-3/4" HIGH X 22"□ CONDENSING. 50 GALLON CAPACITY, 100,000 BTUH NATURAL GAS INPUT, 129 GPH RECOVERY AT 90° F. TEMP. RISE, DIRECT VENT. SET AT 140° F. OPERATING WEIGHT. = 674 LBS., ELECTRICAL: 120V, 5.0 AMPS.	---	
ET 1	THERM-X-TROL	ST-5C	THERMAL EXPANSION TANK, 2 GALLONS TOTAL VOLUME, 0.45 MAXIMUM ACCEPTANCE FACTOR. SECURE WITH HOLDRITE QUICK STRAP #QS-U BRACKET.	---	

PLUMBING FIXTURE SCHEDULE

SYMBOL	MAKE	NUMBER	DESCRIPTION/TRIM	SUPPORT	MATERIAL	LOCATION
WC-1 ACCESSIBLE	KOHLER	K-3519 HIGHLINE	TWO PIECE TANK TYPE WATER CLOSET. 1.0 GPF, ELONGATE BOWL, 17-1/8" RIM HEIGHT, 12" ROUGH-IN. LEFT HAND SIDE TRIP LEVER. KOHLER K-4731-C OPEN FRONT WHITE SEAT. PROVIDE SUPPLY AND STOP.	FLOOR	VIT. CHINA	
L-1 ACCESSIBLE	BRADLEY AMERICAN STANDARD (MANUAL) LEONARD	LVRD2 VERGE 2064F05.101 170-LF-BP -BRKT	TWO STATION WASH BASIN, NATURAL QUARTZ SURFACE, WITH SUPPORT FRAME, LVRD DRAIN AND STRAINER, 60" WIDTH, X 22-1/2" DEPTH. PROVIDE, P-TRAP, SUPPLIES AND STOPS. HOT AND COLD SUPPLY , SINGLE HOLE, SINGLE LEVER HANDLE, PROVIDED WITH METAL POP-UP WASTE FITTING, AND 3/8" FLEXIBLE SUPPLIES AND COMPRESSION CONNECTORS. PROVIDE WITH 0.5 GPM AERATOR, 4-3/8" COUNTER TO SPOUT. THERMOSTATIC MIXING VALVE, INTEGRAL CHECK VALVES, LEAD FREE, 0.25 GPM MIN. FLOW, LOCKING TEMPERATURE REGULATOR, 3/8" INLETS, 3/8" OUTLET, SET TEMPERATURE TO 110° F	WALL DECK BEHIND LAVATORY SKIRT	NATURAL QUARTZ BRUSHED NICKEL	---
L-2 ACCESSIBLE	KOHLER CHICAGO FAUCET (METERED) LEONARD ELMDOR	K-2005 KINGSTON 3600-E2805AB 170-LF-BP VB SERIES	LAVATORY, 21-1/4" X 18-1/2" X 4-3/8", 4" CENTERS. PROVIDE "CHICAGO" 327-XCP FLAT GRID STRAINER, P-TRAP, SUPPLIES AND STOPS, AND COMMERCIAL FLOOR MOUNTED WALL CARRIER WITH CONCEALED ARMS. HOT AND COLD SUPPLY , 4" CENTERS, MANUAL METERED FAUCET, 0.5 GPM, SELF CLOSING, SET TIMER TO 20 SECONDS. THERMOSTATIC MIXING VALVE, COLD WATER BYPASS, INTEGRAL CHECK VALVES, LEAD FREE, 0.25 GPM MIN. FLOW, SET AT A MAX. TEMP. OF 110° F . (ASSE 1070) RECESSED VALVE BOX, 12"x12"x6" 16 GA. GALVANIZE STEEL WITH A PRIME COAT FINISH. PIANO HINGE, CYLINDER LOCK.	WALL RECESSED	VIT. CHINA	---
SH-1 ACCESSIBLE	KOHLER	K-TS27043- 4-BL K-27118- G-BL	TRIM ONLY , 1.75 GPM SINGLE HANDLE, SLIDEBAR BRACKET WITH HANDSHOWER, HYDRORAIL-R SHOWER COLUMN AND METAL HOSE AND VACUUM BREAKER K-9660, PRESSURE BALANCING SHOWER VALVE, 2" BRASS DRAIN K-9136-BL. ASME A112.18.2 & CSA B-125.2.	---	POLISHED CHROME	---
DF-1 ACCESSIBLE	ELKAY (SURFACE)	VRCHDTL8SC	DUAL HEIGHT DRINKING FOUNTAIN, ELECTRIC COOLER, NON-FILTERED, 8 GPH AT 50° F, VANDAL RESISTANT BUBBLERS, FRONT MECHANICAL PUSH BUTTONS, PROVIDE MLP200 MOUNTING FRAME, P-TRAPS, SUPPLY AND ISOLATION BALL VALVE. ELEC.: 115V, 60Hz, 5 FLA	WALL	STAINLESS STEEL	---
MS-1 REGENCY AMERICAN STANDARD (FAUCET)	600SM242412 8344.212	24" x 24" x 12" HIGH TERRAZZO CORNER MOP SINK WITH INTEGRAL STAINLESS STEEL CAP (ALL SIDES), INTEGRAL 3" FLOOR DRAIN, PROVIDE 3-1/2" MOP SINK DRAIN & STRAINER AND P-TRAP. WALL MOUNTED H & CW FAUCET WITH VACUUM BREAKER, ADJ. WALL BRACE, SPOUT WITH HOSE THREAD, PROVIDE SUPPLIES AND STOPS.	FLOOR (SQUARE)	PORTLAND CEMENT (WHITE W/WHITE CHIPS)	---
HB	ACORN	8121	HOSE BIBB (INTERIOR) W/ INTEGRAL VACUUM BREAKER.	WALL	ROUGH BRONZE	---
AP	ELMDOR	DW SERIES	ACCESS PANEL, 14 GAUGE GALVANNEALED STEEL WITH PRIME COAT FINISH.	WALL	PRIMER COATED	---
FS	ZURN	Z-1901-4-KC-4	12" X 12" X 8" DEEP, FULL GRATE WITH CENTER OPENING, DOME STRAINER, ACID RESISTING EPOXY COATED INTERIOR WITH NICKEL BRONZE RIM. 4" WASTE CONNECTION.	---	---	---
FD	ZURN	Z415B	FLOOR DRAIN (CONCRETE FLOOR) - SEE PLAN FOR SIZE, CAST IRON P-TRAP.	---	---	---
TP	P.P.P.	P2-500 P1-500	TRAP PRIMER VALVE. PROVIDE WITH UNION AND BALL VALVE. SUPPLY WITH DISTRIBUTION UNIT AS NECESSARY.	---	---	---
WMB	GUY GRAY	SSWB3	WASHING MACHINE BOX: CENTER DRAIN, 1/2" QUARTER TURN BALL VALVES WITH HAMMER ARRESTORS.	---	---	---

PLUMBING FIXTURE CONNECTION SCHEDULE

FIXTURE	SYMBOL	WASTE				COLD WATER		HOT WATER	
		BRANCH	OUTLET	VENT	TRAP	BRANCH	OUTLET	BRANCH	OUTLET
WATER CLOSET (TANK TYPE)	WC	3"	2-1/2"	2"	3"	1/2"	1/2"	—	—
LAVATORY (2)	L	2"	1-1/2"	1-1/2"	1-1/2"	1/2"	3/8"	1/2"	3/8"
FLOOR SINK (1)	FS	3"	3"	2"	3"	—	—	—	—
FLOOR DRAIN (1)	FD	2"	2"	1 1/2"	2"	—	—	—	—
SERVICE SINK	SS	3"	3"	2"	3"	3/4"	1/2"	3/4"	1/2"
SHOWER	SH	2"	2"	1-1/2"	2"	3/4"	1/2"	3/4"	1/2"
ELECTRIC WATER COOLER/DRINKIING FOUNTAIN	EWC/DF	2"	1-1/2"	1-1/2"	1-1/2"	1/2"	3/8"	—	—
HOSE BIBB	HB	—	—	—	—	3/4"	3/4"	—	—

NOTES:
(1) TRAP PRIMER CONNECTION ONLY WHERE NOTED ON PLANS.
(2) TEMPERED OR HOT WATER ONLY WHERE INDICATED ON PLANS.

PLUMBING LEGEND

- SANITARY SEWER (SS)
- SANITARY VENT (V)
- COLD WATER (CW)
- HOT WATER (140° F) (HW)
- HOT WATER RETURN (140° F) (HWR)
- A — COMPRESSED AIR
- AV — ACID VENT (AV)
- AW — ACID WASTE (AW)
- CD — CONDENSATE DRAIN
- D — DRAIN LINE
- F — FIRE PROTECTION
- G — GAS (G)
- MG — GAS - MEDIUM PRESSURE
- HP — GAS - HIGH PRESSURE
- OF — RAIN WATER LEADER OVERFLOW (OF)
- RWL — RAIN WATER LEADER (RWL)
- SD — STORM DRAIN (SD)
- T — TEMPERED WATER (110° F) (TW)
- TR — TEMPERED WATER RETURN (110° F) (TWR)
- WSP — WET STAND PIPE (WSP)
- SHUT OFF VALVE IN VALVE BOX
- GAS PRESSURE REGULATOR
- POINT OF CONNECTION

- BALL VALVE
- CIRCUIT SETTER
- CH.V. CHECK VALVE
- BALANCING VALVE
- UNION
- BUTTERFLY VALVE
- FLEXIBLE CONNECTION
- STRAINER & BLOW-OFF VALVE
- THERMOMETER
- PRESSURE GAUGE
- PUMP
- SAFETY RELIEF VALVE
- AUTOMATIC AIR VENT

ABC	ABOVE CEILING
ADA	AMERICAN DISABILITIES ACT
AFF	ABOVE FINISH FLOOR
AFG	ABOVE FINISH GRADE
BFF(G)	BELOW FINISH FLOOR (GRADE)
BV	BALL VALVE
CD	CONDENSATE DRAIN
CD,D	CONDENSATE DRAIN DROP
CE	CIVIL ENGINEER
CI	CAST IRON
CO	CLEAN OUT
CW	COLD WATER
CW,D/R	COLD WATER DROP/RISER
DSP	DRY STAND PIPE
DSP,R	DRY STAND PIPE RISER
(E)	EXISTING
EWH	ELECTRIC WATER HEATER
FA	FROM ABOVE
FB	FROM BELOW
FCO	FLOOR CLEANOUT
FFE	FINISHED FLOOR ELEVATION
FHC	FIRE HOSE CABINET
FM	FLOOR MOUNT
FSR	FIRE SPRINKLER RISER
G	GAS
G,R/D	GAS RISER/DROP
GCO	GRADE CLEANOUT
GPR	GAS PRESSURE REGULATOR
GV	GATE VALVE
GWH	GAS WATER HEATER
HW	HOT WATER
HW,D/R	HOT WATER DROP/RISER
IE	INVERT ELEVATION
MV	MIXING VALVE
(N)	NEW
NIPC	NOT IN PLUMBING CONTRACT
OF	OVER FLOW
P&TRV	PRESSURE & TEMP RELIEF VALVE
PC	PLUMBING CONTRACTOR
PRV	PRESSURE REGULATING VALVE
PSI	POUNDS PER SQUARE INCH
RD	ROOF DRAIN
RWL	RAIN WATER LEADER
RWL_D	RAIN WATER LEADER DROP
SMD	SEE MECHANICAL DRAWINGS
SAD	SEE ARCHITECTURAL DRAWINGS
SPD	SEE PLUMBING DRAWING
SOC	SHUT OFF COCK
SOV	SHUT OFF VALVE
TP(C)	TRAP PRIMER (CONNECTION)
TW	TEMPERED WATER
TW,D/R	TEMPERED WATER DROP/RISER
TYP	TYPICAL
UF	UNDER FLOOR
US	UNDER SLAB
VB	VALVE BOX
V	VENT
V,R	VENT RISER
VTR	VENT THRU ROOF
WCO	WALL CLEANOUT
SS	SANITARY SEWER
SS,D	SANITARY SEWER DROP
WHA	WATER HAMMER ARRESTOR
WM	WALL MOUNT
WSP	WET STAND PIPE
WSP,R	WET STAND PIPE RISER

BASIC PIPE MATERIAL TABLE

(FOR INSPECTOR'S USE - CONTRACTOR TO REFERENCE SPECIFICATIONS)

SERVICE	SIZE	LOCATION	MATERIAL
WASTE & VENT	ALL	ALL PIPING	SERVICE WEIGHT CAST IRON SOIL PIPE & FITTINGS, ASPHALTIC COATED. SEE SPECIFICATION SECTION 22 13 16 FOR MORE INFORMATION.
WATER	ALL	ABOVE GROUND	TYPE L - HARD TEMPER COPPER. SEE SPECIFICATION SECTION 22 11 16 FOR MORE INFORMATION.
WATER	ALL	BELOW GROUND	TYPE K - HARD TEMPER COPPER PIPE AND FITTINGS. SEE SPECIFICATIONS 22 11 16 FOR MORE INFORMATION.
CONDENSATE DRAIN	ALL	ALL	TYPE M - HARD TEMPER COPPER PIPE. SEE SPECIFICATION SECTION 22 13 16 FOR MORE INFORMATION.
GAS	2" AND SMALLER	ABOVE GRADE AND TO 30" BELOW GRADE	SCHEDULE 40 BLACK STEEL - SCREWED. SEE SPECIFICATION 23 11 23 FOR MORE INFORMATION.

T-24 PIPING INSULATION REQUIREMENTS

FLUID TEMPERATURE RANGE (°F)	CONDUCTIVITY RANGE (IN BTU-INCH PER HOUR PER SQUARE FOOT PER °F	INSULATION MEAN RATING TEMPERATURE (°F)	NOMINAL PIPE DIAMETER (IN INCHES)				
			<1	1 TO <1.5	1.5 TO <4	4 TO <8	≥ 8
			INSULATION THICKNESS REQUIRED (IN INCHES)				
SPACE HEATING AND SERVICE WATER HEATING SYSTEMS (STEAM, STEAM CONDENSATE AND HOT WATER):							
ABOVE 350	0.32-0.34	250	4.5	5.0	5.0	5.0	5.0
251-350	0.29-0.32	200	3.0	4.0	4.5	4.5	4.5
201-250	0.27-0.30	150	2.5	2.5	2.5	3.0	3.0
141-200	0.25-0.29	125	1.5	1.5	2.0	2.0	2.0
105-140	0.22-0.28	100	1.0	1.5	1.5	1.5	1.5
SPACE COOLING SYSTEMS (CHILLED WATER, REFRIGERANT AND BRINE)							
-	-	-	NONRES	RES	NONRES	RES	
40-60	0.21-0.27	75	0.5	0.75	0.5	0.75	1.0	1.0	1.0
BELOW 40	0.20-0.26	50	1.0		1.5		1.5	1.5	1.5

PLUMBING GENERAL NOTES

1. PLANS ARE NOT FOR CONSTRUCTION UNTIL APPROVED BY THE AUTHORITY HAVING JURISDICTION. THE CONTRACTOR SHALL NOT ORDER ANY MATERIALS OR INSTALL ANY EQUIPMENT, PIPING, ETC. UNTIL PLANS ARE APPROVED BY THE AUTHORITY HAVING JURISDICTION.
2. ALL FIXTURES WHITE UNLESS OTHERWISE NOTED.
3. PROVIDE FLOW CONTROL DEVICES ON LAVS AND SINKS PER T-24, PART 5, CCR.
4. ALL FIXTURES SHALL BE PROVIDED WITH STOP VALVES. VALVES MAY BE IN SUPPLY PIPES OR INTEGRAL WITH SUPPLY FITTINGS.
5. WHERE FLUSHOMETER VALVE CONFLICTS WITH GRAB BARS, CONTRACTOR SHALL MODIFY VACUUM BREAKER TUBE TO ENSURE VALVE AND GRAB BAR ARE ADEQUATELY SEPARATED.
6. CONTRACTOR SHALL COORDINATE ALL PLUMBING LINE LOCATIONS WITH OTHER TRADES.
7. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF FIXTURES AND MOUNTING HEIGHTS.
8. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND PAY ALL COSTS INVOLVED.
9. INSULATE HOT & COLD WATER SUPPLY PIPES, STOPS, P-TRAP AND DRAIN LINE AT EACH ADA LAVATORY AND SINK WITH ANTI-MICROBIAL, SEAMLESS, VANDAL RESISTANT PROTECTIVE PIPE COVER "PROWRAP" OR EQUAL.
10. ALL PIPE PENETRATIONS THROUGH ROOF SHALL BE FLASHED SIMILAR TO VTR'S.
11. ALL SANITARY SEWER VENT PIPE PENETRATIONS THROUGH ROOF SHALL TERMINATE AT A MINIMUM DISTANCE OF 10' FROM ANY FRESH AIR INTAKE.
12. MINIMUM LOCAL CONNECTION SIZES SHALL BE MADE IN ACCORDANCE WITH THE SCHEDULE OF CONNECTIONS.
13. ALL WATER PIPING SIZED IN ACCORDANCE WITH 2022 CPC, APPENDIX A.
14. GAS PIPING SIZED IN ACCORDANCE WITH TABLE 1216.2, 2022 CPC. FOR XXXX MBH AND A MAXIMUM LENGTH XXXX'.
15. ALL WASTE, WATER, FIRE AND STORM DRAIN PIPING SHALL BE STUBBED 5' OUTSIDE BUILDING TO CONNECTION POINT SHOWN. SEE CIVIL DRAWINGS FOR CONTINUATION. CONTRACTOR SHALL MAKE FINAL CONNECTIONS TO SITE PIPING.
16. COORDINATE ALL TRENCHING WITH CONTRACTOR.
17. ALL HOSE BIBBS SHALL BE 3/4" AND MOUNTED AT 12" ABOVE FINISHED FLOOR UNLESS OTHERWISE NOTED. ALL HOSE BIBBS SHALL HAVE A NON-REMOVABLE VACUUM BREAKER.
18. CONTRACTOR SHALL VERIFY LOCATION AND ADEQUACY OF SIZE AND DEPTH OF EXISTING PLUMBING UTILITIES PRIOR TO COMMENCEMENT OF ANY WORK OR ORDERING ANY MATERIALS.
19. PROVIDE MATERIALS IN ACCORDANCE WITH 2022 CALIFORNIA PLUMBING CODE AND STATE CODE REGULATIONS.
20. CONTRACTOR SHALL SAWCUT AND PATCH EXISTING SLAB AS REQUIRED FOR INSTALLATION OF THE PIPING SYSTEM.
21. SEISMIC SUPPORTS AND BRACING FOR ALL PIPING SHALL BE PROVIDED IN ACCORDANCE WITH 2022 CBC SECTION 1613, LATEST EDITION OF ASCE7; SECTION 13.6.1 AND NFPA 13 STANDARDS FOR SUPPORT AND ANCHORAGE. METHODS AND MATERIALS PUBLISHED BY SMACNA AND APPROVED BY STATE AGENCIES SHALL BE USED.
22. THE CONDENSATE DRAIN RECEPTACLE (CDR) AND ASSOCIATED WASTE AND VENT PIPING IS NOT REQUIRED AT SITES WHERE THE ROOF DRAINS CONNECT TO A STORM DRAIN SYSTEM. CD LINES FROM ROOFTOP MECHANICAL EQUIPMENT MAY SPILL OVER ROOF DRAINS WITH A TURNED-DOWN ELBOW.
23. THE WATER CLOSET CONTROLS (FLUSH HANDLE) MUST BE LOCATED ON THE CLEAR/ WIDE SIDE OF THE ACCESSIBLE WATER CLOSETS.
24. A SEPARATE FIRE PLAN CHECK SUBMITTAL AND FIRE PERMIT IS REQUIRED FOR WORK BEING CONDUCTED ON THE AUTOMATIC SPRINKLER SYSTEM. PLANS AND CALCULATIONS SHALL BE SUBMITTED TO THE LOCAL ADMINISTRATIVE AUTHORITY HAVING JURISDICTION (FIRE INSPECTOR/ PLAN CHECKER) FOR PLAN CHECK APPROVAL. A PERMIT SHALL BE ACQUIRED.
25. HAZARDOUS AND COMBUSTIBLE MATERIAL LINES (E.G. GAS LINES) GREATER THAN 1" IN DIAMETER AND NON-HAZARDOUS LINES (E.G. WATER LINES) GREATER THAN 3" IN DIAMETER REQUIRE SEISMIC BRACING PER 2022 CBC SECTION 1617A.1.26. ACCEPTABLE SEISMIC BRACING DETAILS INCLUDE THOSE SHOWN IN THE EATON/COOPER B-LINE OPM-0052-13 WITH 2022 REVISIONS OR MASON INDUSTRIES OPM-0043-13 WITH 2022 REVISIONS. CONTRACTOR TO CONFIRM BRACING DETAILS WITH DESIGN TEAM.
26. ANY HORIZONTAL DRAINAGE PIPE SERVING SINKS OR URINALS SHALL BE PROVIDED WITH A CLEANOUT AT ITS UPPER TERMINAL PER CPC 2022 707.4. A CLEANOUT SHALL BE FURNISHED ABOVE THE FIXTURE CONNECTION FITTING SERVING EACH URINAL, REGARDLESS OF THE LOCATION OF THE URINAL IN THE BUILDING.
27. WHERE EXISTING FIXTURES ARE BEING REMOVED, THE CONTRACTOR SHALL INCLUDE THE REMOVAL OF ALL SUPPORT MECHANISMS SUCH AS CARRIERS, SUPPORT PLATES, PEDESTALS, ETC. AND SHALL PROVIDE DEMOLITION OF WALLS, FLOOR AND CONCRETE CURBS AS NECESSARY WHERE NEW FIXTURES ARE TO BE INSTALLED. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF NEW CHAIR CARRIERS AND PEDESTAL SUPPORTS WITH THE NEW PLUMBING FIXTURE AND WITH ARCHITECTURAL AND STRUCTURAL.
28. A CLEANOUT IS REQUIRED ON ALL RAINWATER AND OVERFLOW LEADERS AT THE BASE OF THE LEADER BEFORE IT DROPS BELOW GRADE TO CONNECT TO THE HORIZONTAL DRAIN. CLEANOUTS SHALL ALSO BE INSTALLED ON LEADERS AT INTERVALS NOT TO EXCEED 100 FET IN STRAIGHT HORIZONTAL RUNS, AND FOR EACH AGGREGATE HORIZONTAL CHANGE IN DIRECTION EXCEEDING 135 DEGREES.

DSA STAMP

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ARCHITECT	ENGINEER
NOT FOR CONSTRUCTION	REGISTERED PROFESSIONAL ENGINEER M31176 EXP. 12/31/27 MECHANICAL STATE OF CALIFORNIA DATE SIGNED: 09/24/25

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REVISION HISTORY

NO.	REMARKS	DATE

DRAWING STATUS

DATE
- DSA PLAN CHECK
- DSA BACK CHECK
- BIDDING
- CONSTRUCTION

KEY PLAN

CITY OF OROVILLE
1275 MITCHELL AVE.
OROVILLE, CA 95965

PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

SYMBOLS & NOTES

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
	PB0.1
Drawn / Author	Checked / Checker

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1 **SITE PLAN - PLUMBING**
1" = 30'-0"

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SITE PLAN - PLUMBING

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
	PB1.1
Drawn / Checked	
Author / Checker	

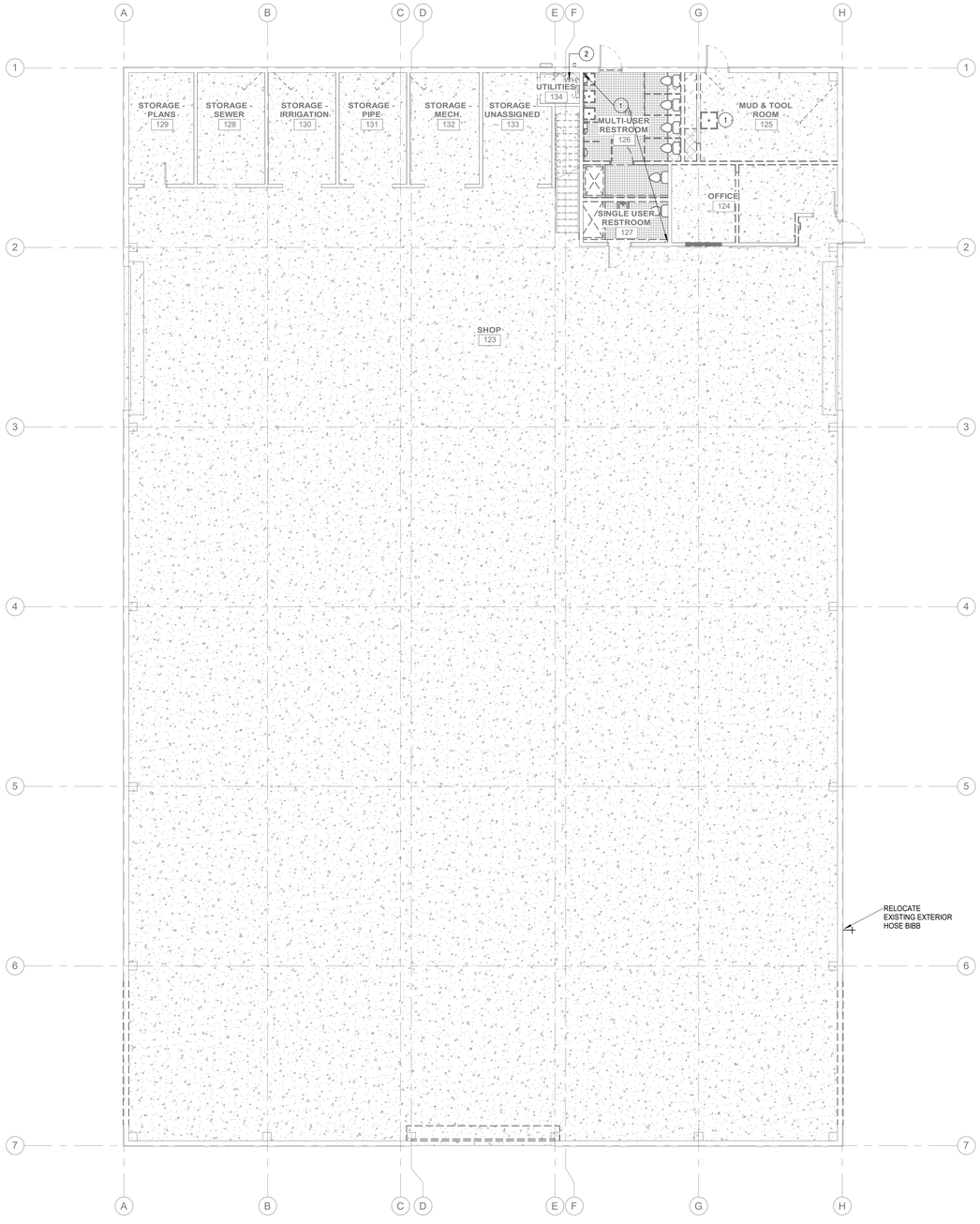
PRINT DATE: 2/9/2026 7:32:11 AM
FILE PATH: C:\Users\jjeffers\Documents\26.001 Oroville Corp Yard MEP -23_jjeffersSJT2K.rvt

SHEET NOTES:

1. ALL EXISTING EQUIPMENT, DEVICES, CONDUIT AND WIRING, ETC., SHOWN ON PLANS ARE BASED ON AVAILABLE EXISTING DRAWINGS AND LIMITED SITE SURVEYS, AND SHOWN FOR REFERENCE ONLY.

DEMOLITION KEYED NOTES:

1. REMOVE EXISTING PLUMBING FIXTURES, WATER HEATER AND PIPING
2. REMOVE EXISTING WATER HEATER



1 **BLDG B DEMO FLOOR PLAN - PLUMBING**
1/8" = 1'-0"

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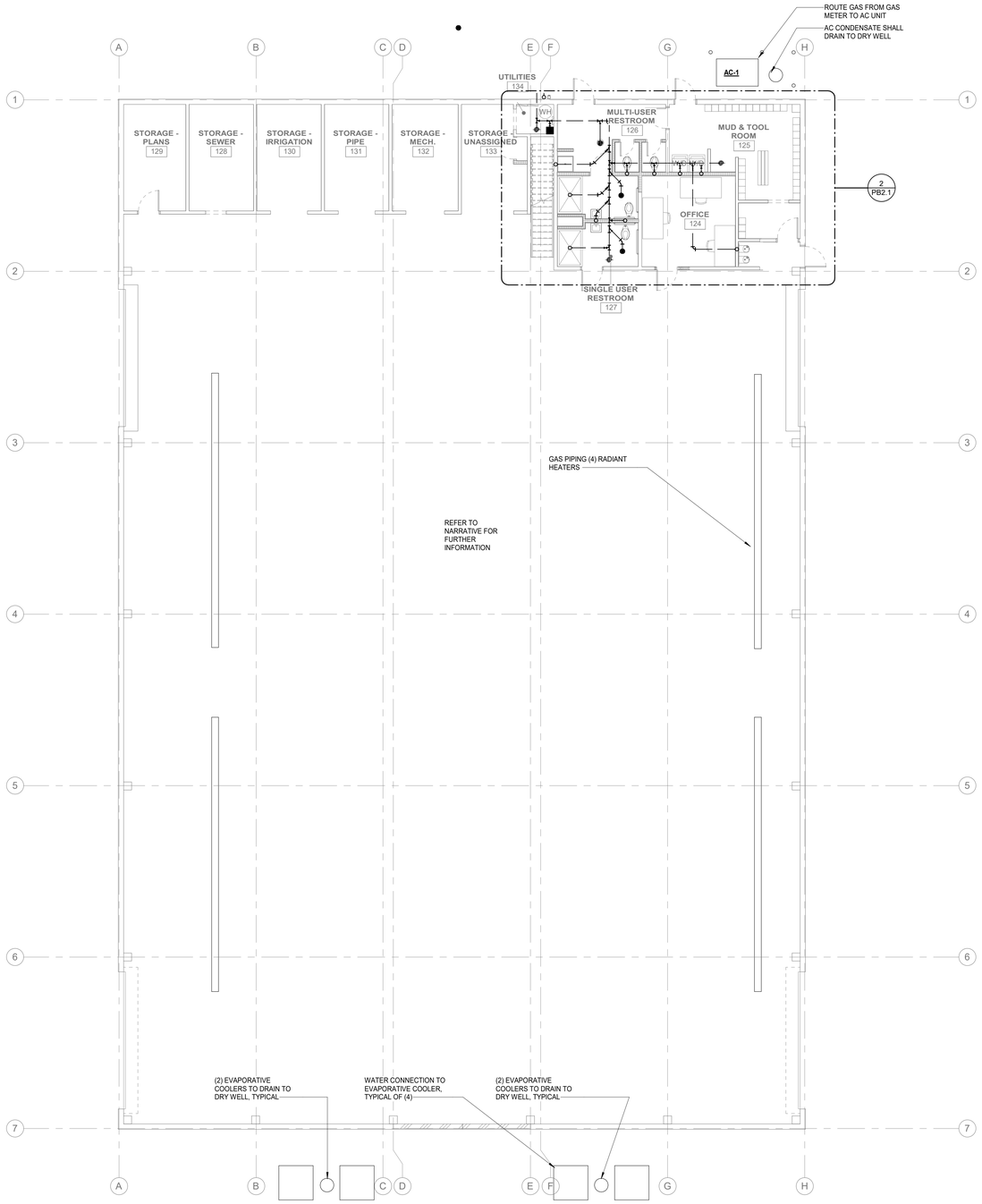
PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

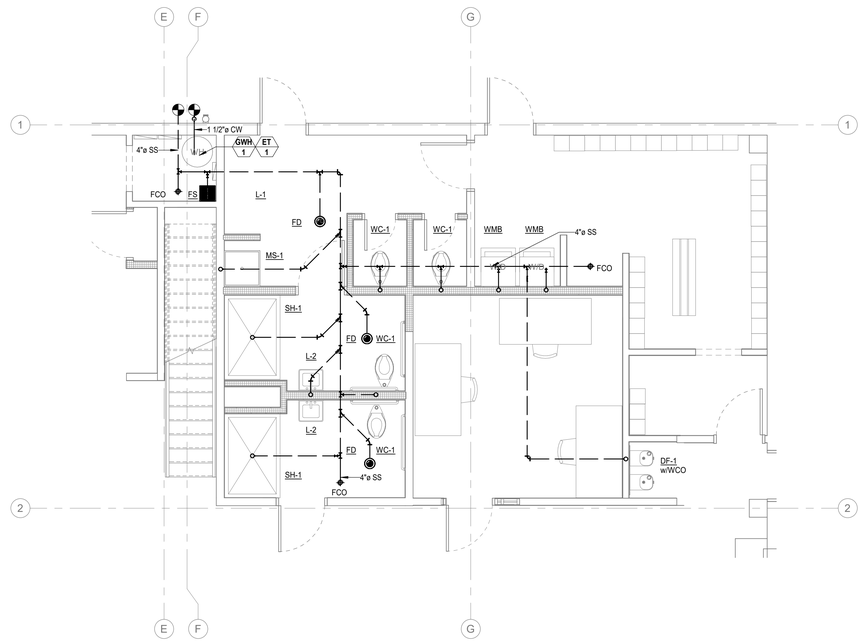
FLOOR PLAN - DEMOLITION

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
	PB2.0
Drawn / Author	Checked / Checker

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1 **BLDG B NEWFLOOR PLAN - PLUMBING**
1/8" = 1'-0"



2 **BLDG B - ENLARGED VIEW - WASTE & VENT**
1/4" = 1'-0"

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FLOOR PLAN - PLUMBING

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MECHANICAL LEGEND

AC	AIR CONDITIONING	MIN.	MINIMUM
AD	ACCESS DOOR	MOCP	MAXIMUM OVER CURRENT PROTECTION
AE	AIR EXTRACTOR	M	MOTORIZED DAMPER
AFF	ABOVE FINISHED FLOOR	MVD	MANUAL VOLUME DAMPER
AL	ACOUSTICAL LINING	(N)	NEW
BDD	BACKDRAFT DAMPER	OBD	OPPOSED BLADE DAMPER
BHP	BRAKE HORSEPOWER	OC	ON CENTER
BOD	BOTTOM OF DUCT	OPNG.	OPENING
C	CO2 SENSOR	OSA	OUTSIDE AIR
S	CONTROL SWITCH	OSH	OUTSIDE AIR HOOD
CD	CONDENSATE DRAIN	Ø	PHASE
CFM	CUBIC FEET PER MINUTE	POC	POINT OF CONNECTION
CEF	CEILING EXHAUST FAN	POD	POINT OF DISCONNECTION
℄	CENTERLINE	QTY	QUANTITY
CHWR	CHILLED WATER RETURN	RA	RETURN AIR
CHWS	CHILLED WATER SUPPLY	RD	RETURN DIFFUSER
DB	DRY BULB	REF	ROOF EXHAUST FAN
DL	DOOR LOUVER	RH	RADIANT HEATER
DN.	DOWN	RL	REFRIGERANT LIQUID
EA	EXHAUST AIR	RPM	REVOLUTION PER MINUTE
EAL	EXHAUST AIR LOUVER	RR(G)	RETURN REGISTER (GRILLE)
EAT	ENTERING AIR TEMPERATURE	RS	REFRIGERANT SUCTION
EF	EXHAUST FAN	S	CONTROL SWITCH
(E)	EXISTING	SD	SMOKE DETECTOR
EG	EXHAUST GRILLE	SM	SHEET METAL
ESP	EXTERNAL STATIC PRESSURE	SA	SUPPLY AIR
°F	DEGREES FAHRENHEIT	SD(R)(G)	SUPPLY DIFFUSER (REGISTER) (GRILLE)
FA	FRESH AIR	SS	STAINLESS STEEL
FAL	FRESH AIR LOUVER	T	THERMOSTAT
FC	FLEXIBLE CONNECTION	TBD	TO BE DETERMINED
FD	FIRE DAMPER	TCP	TEMPERATURE CONTROL PANEL
FSD	FIRE/SMOKE DAMPER	TEMP.	TEMPERATURE
FPM	FEET PER MINUTE	TD	TRANSFER DUCT
FLA	FULL LOAD AMPS	TG	TRANSFER GRILLE
FT	FOOT OR FEET	TSP	TOTAL STATIC PRESSURE
GA	GAUGE	TV	TURNING VANES
GI	GALVANIZED IRON	TYP	TYPICAL
GSM	GALVANIZED SHEET METAL	UCD	UNDERCUT DOORS
H	SPACE HUMIDITY SENSOR	UTR	UP THRU ROOF
H&V	HEATING & VENTILATION	V	VOLTS
HZ	HERTZ	VAV	VARIABLE AIR VOLUME
HP	HORSE POWER	VFD	VARIABLE FREQUENCY DRIVE
IF	INDOOR FAN	W/	WITH
LAT	LEAVING AIR TEMPERATURE	WB	WET BULB
LBS.	POUNDS	WT.	WEIGHT
LRA	LOCK ROTOR AMPS		
MBH	THOUSAND BTU PER HOUR		
MAX.	MAXIMUM		
MCA	MINIMUM CIRCUIT AMPACITY		
MFR	MANUFACTURER		

AIR TERMINAL TAG DESCRIPTION

12x12 SD-L	(NECK SIZE) (TERMINAL TYPE)
300,12"Ø	(TERMINAL CFM), (ENTERING DUCT)

GENERAL NOTES

1. ALL PLANS TO BE DESIGNED TO CODES 2025 CBC, CRC, CAL GREEN CODE CMC, CEC, 2025 CPC, (BASED ON THE 2024 IBC, 2024 IRC, 2025 CAL GREEN BUILDING STANDARDS CODE, 2024 UMC, 2024 UPC, 2021 NEC), AND 2025 ENERGY STANDARDS, AS AMENDED BY THE STATE OF CALIFORNIA AND LOCAL JURISDICTIONS.
2. PLANS ARE NOT FOR CONSTRUCTION UNTIL APPROVED BY THE AUTHORITY HAVING JURISDICTION. THE CONTRACTOR SHALL NOT ORDER ANY MATERIALS OR INSTALL ANY EQUIPMENT, PIPING, ETC. UNTIL PLANS ARE APPROVED BY THE AUTHORITY HAVING JURISDICTION.
3. ALL WORK SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE, CITY AND LOCAL CODES AND ORDINANCES.
4. THE CONTRACTOR SHALL READ ALL OF THE GENERAL NOTES, SPECIFICATIONS AND PLANS AND SHALL BE SATISFIED TO THEIR TRUE MEANING AND INTENT AND SHALL BE RESPONSIBLE FOR COMPLYING WITH EACH. WHEREVER TWO OR MORE SPECIFICATIONS MAY CONFLICT, THE MORE STRINGENT SPECIFICATION SHALL TAKE PRECEDENCE.
5. IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIAL NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THIS WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES THAT MAY EXIST IN THE PLANS AND/OR SPECIFICATIONS PRIOR TO SUBMITTING BID. THE OWNER'S REPRESENTATIVE AND THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.
6. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNERS REPRESENTATIVE.
7. CONTRACTOR SHALL INSTALL ALL PIPING AND DUCTWORK SYSTEMS TO BEST SUIT FIELD CONDITIONS, AND COORDINATE WITH THE INSTALLATION WORK OF OTHER TRADES. THE DRAWINGS ARE DIAGRAMMATIC AND SHALL NOT BE SCALED TO DETERMINE EXACT LOCATION OF PIPING. NOTIFY CONSTRUCTION MANAGER OF ANY DEVIATIONS FROM THESE DRAWINGS PRIOR TO FABRICATION AND/OR INSTALLATION.
8. LOCATIONS AND DIMENSIONS OF EQUIPMENT, PIPING, AND THEIR SUPPORTS ARE SHOWN DIAGRAMMATICALLY AND SHALL NOT BE SCALED TO DETERMINE EXACT LOCATION OF PIPING OR DUCTWORK. ACTUAL DIMENSIONS AND LOCATIONS ARE DEPENDENT ON MATERIAL SUPPLIED BY CONTRACTORS. CONTRACTORS SHALL PROVIDE OR DETERMINE DIMENSIONS AND PROVIDE LAYOUT DRAWINGS FOR COORDINATION WITH OTHER TRADES IN ACCORDANCE WITH THE SPECIFICATIONS.
9. CONTRACTOR SHALL REMOVE RUBBISH WASTE MATERIALS ON DAILY BASIS AND PROTECT AREAS FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE WHICH MAY OCCUR.
10. ALL WORK SHOWN ANYWHERE ON THE DRAWINGS IS INCLUDED; SHOULD AN ITEM (SUCH AS A VALVE) BE SHOWN ON A DETAIL OR SCHEMATIC BUT NOT ON A PLAN VIEW OR VICE VERSA, IT MUST BE PROVIDED AS THOUGH IT WERE SHOWN IN ALL PLACES ON THE DRAWINGS.
11. CONTRACTOR SHALL FURNISH ALL NECESSARY STRUCTURES, INSERTS, SLEEVES, HANGING DEVICES, MISCELLANEOUS ANGLES, CHANNELS, UNISTRUT ETC. FOR INSTALLATION OF MECHANICAL AND PLUMBING EQUIPMENT, DUCTWORK AND PIPING, ETC. CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR AND ALL BUILDING TRADES TO AVOID CONFLICTS AND TO MAINTAIN EQUIPMENT ACCESS AND SERVICEABILITY.
12. EACH MECHANICAL APPLIANCE SHALL BE APPROVED BY THE ADMINISTRATIVE AUTHORITY FOR SAFE USE OR COMPLY WITH APPLICABLE NATIONALLY RECOGNIZED STANDARDS AS EVIDENCED BY THE LISTING AND LABEL OF AN APPROVED AGENCY.
13. THERMOSTAT SETPOINTS SHALL BE PER CALIFORNIA T-24 REQUIREMENT. ANY DEVIATION FROM THESE SETPOINTS BECOMES THE RESPONSIBILITY OF THE USER OR CONTRACTOR.
14. SUMMARY OF INDIVIDUALLY SUPPORTED PIPING SYSTEMS THAT ARE EXEMPT FROM DESIGN FOR SEISMIC FORCES AND SEISMIC RELATIVE DISPLACEMENTS:

SYSTEM (E.G.) - STEEL OR COPPER	IP	EXEMPTIONS
HEATING HOT AND CHILLED WATER CONDENSER WATER HIGH TEMPERATURE HOT WATER STEAM AND STEAM VENT CONDENSATE RETURN WATER BOILER FEED WATER AND BLOWDOWN DOMESTIC HOT AND COLD WATER FUEL OIL, GAS AND COMPRESSED AIR MEDICAL GASES AND VACUUM INDUSTRIAL AND IRRIGATION WATER SOFT WATER EMERGENCY COLD WATER GREASE WASTE AND VENT SANITARY WASTE AND VENT	1.0	1. ALL PIPES ≤ 3" DIAMETER 2. ALL PIPES EXEMPTED FOR THE IP=1.5 CASE BELOW
	1.5	1. THE FOLLOWING PIPES (≤5 LBS/FT) WHERE A FLEXIBLE CONNECTION IS PROVIDED BETWEEN PIPES AND COMPONENTS. a. ≤2" DIAMETER VENT, GAS OR EMPTY SCH 40 STEEL PIPE. b. ≤1-1/2" DIAMETER SCH 40 STEEL PIPE. c. ≤3" DIAMETER VENT, GAS OR EMPTY COPPER PIPE. d. ≤2" DIAMETER COPPER PIPE e. ANY OTHER PIPING WITH AN OPERATING WEIGHT ≤5 LBS/FT. (NOTE: PIPES WITH HAZARDOUS CONTENTS (E.G. MEDICAL GASES, FUEL OIL, NATURAL GAS, ETC.) SHALL BE BRACED REGARDLESS OF WEIGHT. PIPE SIZE EXEMPTION 2 BELOW STILL APPLIES. NON-HAZARDOUS CONTENTS INCLUDE, BUT ARE NOT LIMITED TO, MEDICAL VACUUM AND COMPRESSED AIR.) 2. ALL OTHER PIPES ≤1" DIAMETER
BRACING SHALL BE PER CBC SECTION 1616A. ACCEPTABLE SEISMIC BRACING DETAILS INCLUDE THOSE SHOWN IN EATON COOPER B-LINE (OPM-0052-13) AND MASON WEST, INC. (OPM-0043-13, REFERENCED ABOVE).		

15. IF THE CONTRACTOR CHOOSES TO SUBMIT AN ALTERNATE MANUFACTURER FOR ANY PIECE OF EQUIPMENT OR MATERIAL, THE CONTRACTOR IS RESPONSIBLE TO PROVIDE A SUBSTITUTION REQUEST AND COMPARISON OF SUBSTITUTION COMPARED TO THE BASIS OF DESIGN SCHEDULES EQUIPMENT OR MATERIAL FOR REVIEW BY THE ENGINEER.
16. ALL DUCTS THAT HAVE INTERNAL LINING, THE SIZE REPRESENTS THE NET INSIDE DIMENSION.
17. THE CALIFORNIA ENERGY CODE SECTION 10-103 REQUIRES ACCEPTANCE TESTING ON ALL NEWLY INSTALLED MECHANICAL SYSTEMS, AFTER INSTALLATION AND BEFORE PROJECT COMPLETION. ACCEPTANCE TESTS MUST BE PERFORMED BY A CERTIFIED MECHANICAL TEST TECHNICIAN (CMATT) FOR ALL PROJECTS.

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OROVILLE, CA 95965

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CORPORATE YARD
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09/24/25	25023
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PACKAGED ROOFTOP AC UNIT - GAS HEAT - DX COOLED SCHEDULE

MARK	MFR/ MODEL NO.	NOMINAL TONS	SUPPLY FAN						DX COOLING COIL						GAS HEATING				COMPRESSORS			CONDENSER FAN			ELECT. SERVICE V/PH/HZ	MIN CIR AMPS	MOCP	AHRI EER2	AHRI SEER2	POWER EXHAUST 460V/3φ/60Hz			APPROX. OPERATING WEIGHT (LBS.)	UNIT SIZE (L"xW"xH")	FILTERS			DESIGN/ (DCV MIN) OSA(CFM)	MOUNTING DETAIL	CONTROL DETAIL	REMARKS
			CFM	ESP (IN.)	TSP (IN.)	RPM	BHP	HP	MBH		EAT °F		LAT °F		MBH		EAT (°F)	LAT (°F)	QTY.	LRA (EA)	RLA (EA)	QTY.	HP (EA)	FLA (EA)						HP	FLA	RPM			QTY	SIZE (IN)	MERV				
									SENSIBLE	TOTAL	DB	WB	DB	WB	INPUT	OUTPUT																											
AC-1	DAIKIN DSG036I3WH00014C	3	1360	0.75	0.86	-	-	1.2	28.0	33.8	80	67	61.3	59.3	90	67	55	104	-	-	10.6	-	-	-	208-230/3/60	21.4/21.1	30/30	12.0	14.0	-	-	-	520	74x48-5/8x39-7/8	2	20x25x2	13	-	-	-	SEE NOTES

NOTES:

1. SELECTED WITH 105°F DB/73°F WB SUMMER AND 26°F DB WINTER TEMPERATURES
2. WEIGHTS SHOWN INCLUDE UNIT CURB AND ALL ACCESSORIES.
3. PROVIDE BELT DRIVEN SUPPLY PLENUM FANS.
4. PROVIDE HINGED ACCESS PANELS WITH LEVER HANDLES.
5. PROVIDE CONDENSER COIL GUARDS.
6. INLINE DUCT SMOKE DETECTOR FOR AUTOMATIC SHUTOFF OF UNIT PER 2025 124 CMC SECTION 609.1. PROVIDED BY FIRE ALARM, INSTALLED BY MECHANICAL. SEE PLANS FOR LOCATIONS.
7. COORDINATE WITH ELECTRICAL FOR POWER AND DISCONNECTS
8. PROVIDE WITH 100% BAROMETRIC RELIEF HORIZONTAL DISCHARGE DRY BULB ECONOMIZER (EQUAL TO CANFAB 6109-HEC - 325 LBS)
9. MANUFACTURE SHALL LIMIT THE MAX. HEATING SUPPLY AIR TEMP. FROM THE UNIT TO 125°F.
10. R-32 CHLORINE-FREE REFRIGERANT
11. SINGLE-POINT POWER

SHOP RADIANT HEATER SCHEDULE

MARK	MANUFACTURER AND MODEL NO.	TUBE LENGTH (FT)	MAX OPER. WT. LBS & LBS./FT	HEATING INPUT (MBH)	BURNER BOX/ TUBE&RFLTR OPER. WT. LBS.	GAS PRESSURE MIN-MAX ("WG-"WG)	ELECTRICAL			AREA SERVED	REMARKS
							SERVICE V/□/HZ	MIN. CIRCUIT AMPS	START CIRCUIT AMPS		
RH	ROBERTS GORDON VANTAGE CTH3-115	40	- -	115	40 161	5.5-14	120/1/60	1.3	4.8	--	SEE NOTES

NOTES:

1. PROVIDE NG FUEL KIT.
2. PROVIDE ALUMINUM REFLECTORS.
3. PROVIDE HANGER KIT AS MANY HANGERS AS NEEDED.
4. PROVIDE END COVERS
5. PROVIDE 4"□ VENT THRU ROOF KIT AND CAP.
6. PROVIDE SIDE REFLECTOR SHIELD TO DIRECT RADIANT HEAT. MOUNT SHIELD PER MANUFACTURERS INSTRUCTIONS.
7. PROVIDE WITH EXACTLOGIC EXL01645 HEATING THERMOSTAT TO NOT LET TEMPERATURE HEAT ABOVE 55°F.

EVAPORATIVE COOLER

MARK	MFR/ MODEL NO.	NOMINAL TONS	SUPPLY FAN					ELECT. SERVICE V/PH/HZ	MIN CIR AMPS	MOCP	APPROX. OPERATING WEIGHT (LBS.)	UNIT SIZE (L"xW"xH")	MOUNTING DETAIL	REMARKS
			CFM	ESP (IN.)	RPM	BHP	FLA							
EC-1	CHAMPION 14/21 SD	-	10,451	0.3	257	1.5	-	230/3/60	6	-	1040	62x62x59-3/4	1/M-	SEE NOTES 1-8
EC-2	CHAMPION 14/21 SD	-	10,451	0.3	257	1.5	-	230/3/60	6	-	1040	62x62x59-3/4	1/M-	SEE NOTES 1-8
EC-3	CHAMPION 14/21 SD	-	10,451	0.3	257	1.5	-	230/3/60	6	-	1040	62x62x59-3/4	1/M-	SEE NOTES 1-8
EC-4	CHAMPION 14/21 SD	-	10,451	0.3	257	1.5	-	230/3/60	6	-	1040	62x62x59-3/4	1/M-	SEE NOTES 1-8

NOTES:

1. SELECTED WITH 105°F DB/71°F WB SUMMER AND 30°F DB WINTER TEMPERATURES.
2. WEIGHTS SHOWN INCLUDE UNIT AND ALL ACCESSORIES.
3. PROVIDE WITH PUMP.
4. PROVIDE WITH BELTS & PULLEY
5. PROVIDE WITH AUTOFILL.
6. PROVIDE WITH DRAIN KIT.
7. PROVIDE WITH SINGLE POINT CONTROL PANEL.
8. PROVIDE WITH 4 POSITION CONTROL SWITCH.

EXHAUST FAN SCHEDULE

MARK	MANUFACTURER/ MODEL NO.	FAN				MOTOR				LOCATION	SONES (INLET/ RADIATED)	ROOMS SERVED	OPER. WEIGHT (LBS)	MOUNTING DETAIL	CONTROL DETAIL	REMARKS
		CFM	E.S.P.	T.S.P.	RPM	INPUT	DRIVE TYPE	SERVICE V/PH/HZ	MOTOR ENCLOSURE							
IEF-1	GREENHECK SQ-100-VG	840	0.50	0.588	1440	-	VARI-GREEN EC MOTOR	115/1/60	TENV	-	7.6	-	65	-	-	SEE NOTES 1-7

NOTES:

1. COORDINATE WITH ELECTRICAL FOR POWER AND DISCONNECT
2. PROVIDE WITH BACKDRAFT DAMPER BD-330-PB-14x14, GRAVITY OPERATED, SHIPPED LOOSE
3. TSP INDUCES BACKDRAFT DAMPER
4. CONTROL - VARI-GREEN DIAL ON EXTERIOR OF FAN HOUSING, MOUNTED AND WIRED
5. JUNCTION BOX MOUNTED AND WIRED
6. SWITCH, NEMA-1, TOGGLE, SHIPPED SEPARATE
7. SPRING HANGER, 1 INCH ISOLATOR PN: 850343, INCLUDE 4 ISOLATORS AND 4 BRACKETS.

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consulting mechanical and electrical engineers

ARCHITECT | ENGINEER

NOT FOR CONSTRUCTION

LICENSED PROFESSIONAL ENGINEER M31176 EXP. 12/31/27 MECHANICAL STATE OF CALIFORNIA

DATE SIGNED: 09/24/25

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REVISION HISTORY

NO.	REMARKS	DATE

DRAWING STATUS

DATE
- ○ DSA PLAN CHECK
- ○ DSA BACK CHECK
- ○ BIDDING
- ○ CONSTRUCTION

KEY PLAN

CITY OF OROVILLE
1275 MITCHELL AVE.
OROVILLE, CA 95965

PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

SCHEDULES

Date 09/24/25 | Project Number 25023
Application Number | Drawing Number MB0.2
Drawn Author | Checked Checker

PRINT DATE: 2/6/2026 7:57:11 AM
FILE PATH: C:\Users\jjaffe\Documents\26.001 Oroville Corp Yard MEP_23_jjaffeeSJTZK-r1



1 **SITE PLAN - MECHANICAL**
1" = 30'-0"

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KEY PLAN

CITY OF OROVILLE
1275 MITCHELL AVE.
OROVILLE, CA 95965

PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

SITE PLAN - MECHANICAL

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
	MB1.1
Drawn / Checked	
Author / Checker	

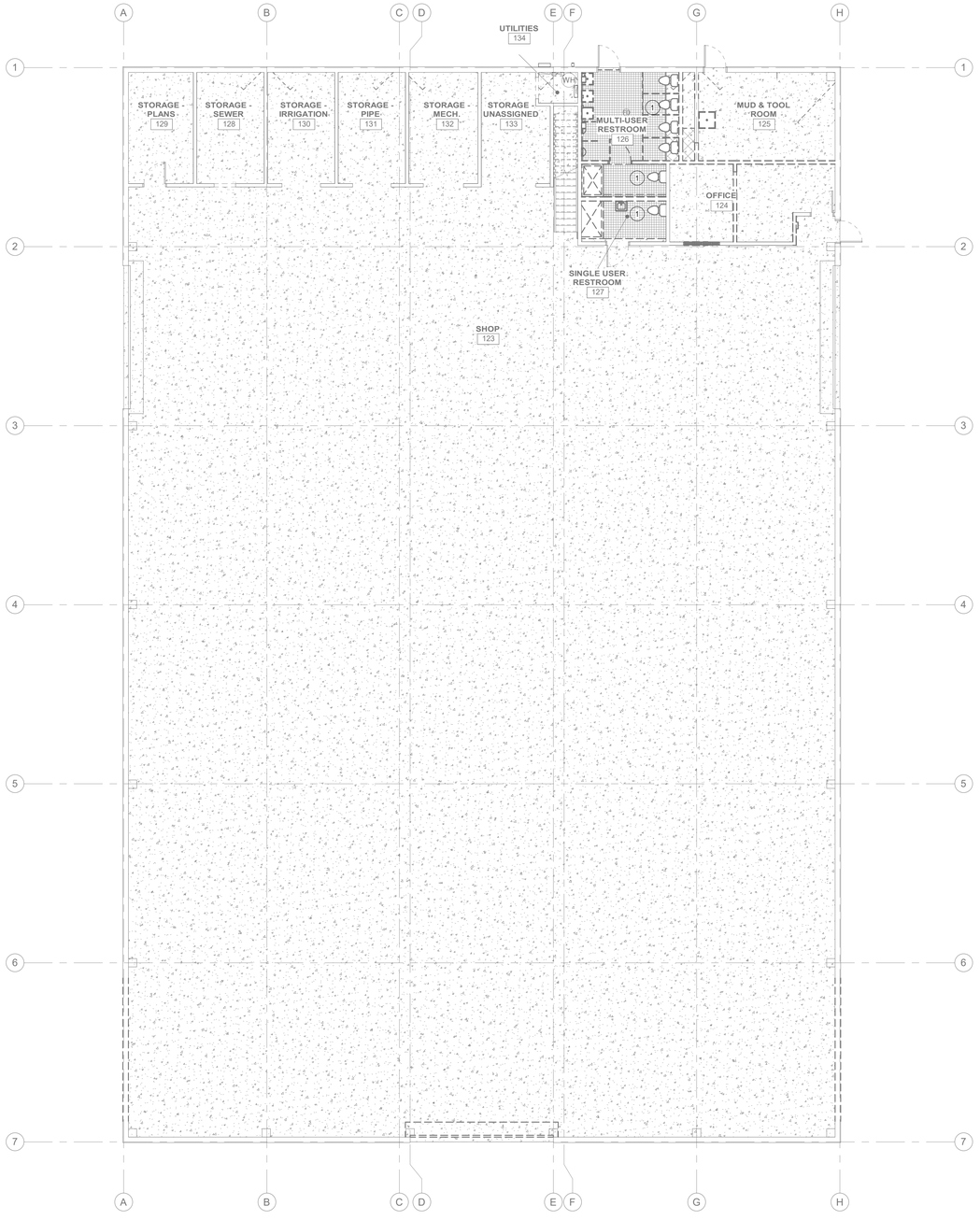
PRINT DATE: 2/9/2026 7:57:11 AM
FILE PATH: C:\Users\jjeffers\Documents\26.001 Oroville Corp Yard MEP -23_jjeffersSJ72K.rvt

SHEET NOTES:

1. ALL EXISTING EQUIPMENT, DEVICES, CONDUIT AND WIRING, ETC., SHOWN ON PLANS ARE BASED ON AVAILABLE EXISTING DRAWINGS AND LIMITED SITE SURVEYS, AND SHOWN FOR REFERENCE ONLY.

DEMOLITION KEYED NOTES:

(1) REMOVE EXISTING CEILING EXHAUST FANS, GRILLE, SWITCH AND ALL APPURENTANCES.



1 **BLDG B DEMO FLOOR PLAN - MECHANICAL**
1/8" = 1'-0"

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REVISION HISTORY

NO.	REMARKS	DATE

DRAWING STATUS

DATE

- DSA PLAN CHECK
- DSA BACK CHECK
- BIDDING
- CONSTRUCTION

KEY PLAN

CITY OF OROVILLE
1275 MITCHELL AVE.
OROVILLE, CA 95965

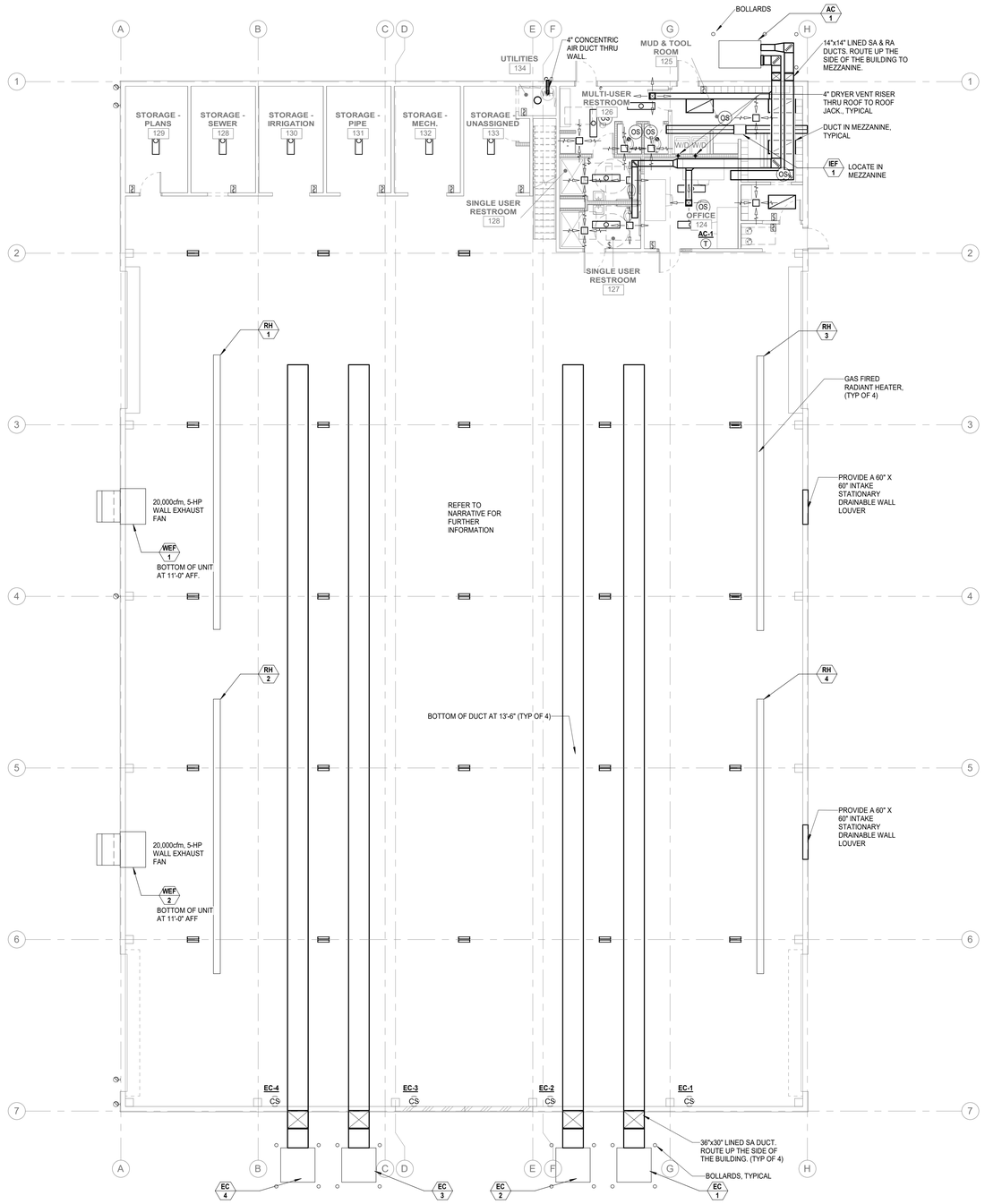
PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

FLOOR PLAN - DEMOLITION

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
	MB2.0
Drawn / Author	Checked / Checker

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FILE PATH: C:\Users\jeffers\Documents\26.001 Oroville Corp Yard MEP_r23_jeffersSJTZK.rvt



1 **BLDG B NEW FLOOR PLAN - MECHANICAL**
1/8" = 1'-0"

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REVISION HISTORY

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DRAWING STATUS

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- BIDDING
- CONSTRUCTION

KEY PLAN

CITY OF OROVILLE
1275 MITCHELL AVE.
OROVILLE, CA 95965

PROJECT STATUS

CITY OF OROVILLE
CORPORATE YARD
655 CAL OAK ROAD,
OROVILLE, CA 95965

FLOOR PLAN - MECHANICAL

Date	Project Number
09/24/25	25023
Application Number	Drawing Number
	MB2.1
Drawn / Author	Checked / Checker

PRINT DATE: 2/6/2026 7:57:12 AM
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CITY OF OROVILLE CORPORATION YARD

SHOP BUILDING

MECHANICAL | ELECTRICAL | PLUMBING BOD DESIGN NARRATIVE

EXECUTIVE SUMMARY

- This building shop area is approximately 13,300 sq. ft.
- The Office area is approximately 785 sq. ft.
- This building is single-story with shop area, office area and restrooms/locker areas.

DESIGN PARAMETERS

Building Envelope

General:

- The existing building roof – Metal
- Walls – Metal
- Glazing - None
- Design Codes:
  - 2025 CMC
  - 2025 CPC
  - 2025 CBC
  - 2025 Model Energy Code (T-24)
  - 2025 California Green Building Code
- Mechanical Design Criteria:
  - Summer: 105 Deg. F. DB, 78 Deg. F. WB Ambient Conditions
  - Winter: 24 Deg. F DB Ambient Conditions
  - Minimum outside air: Per the California Energy Code Requirements.
  - Minimum exhaust of 10 air changes per hour for restrooms, locker rooms and shower areas.

Mechanical & Plumbing System Requirements

HVAC SYSTEMS

OFFICE / MUD & TOOL ROOM / MULTIUSER RESTROOM

- A 3-ton packaged gas/electric or heat pump unit will be located at grade. The unit will have an economizer and stand-alone thermostat control.
- Distribution supply and return ducts will be routed up the exterior of the building and into the mezzanine level. Ducts from there will be routed to the spaces.
- The restrooms will be collected and routed to an inline exhaust fan located at the mezzanine level. The fan will be 840 cfm. The exhaust could be routed to an exterior wall louver with backdraft damper. The fan will be interlocked to come on with the AC unit at grade.
- Provide a 4" diameter dryer exhaust up through the roof.

SHOP AREA

- The shop is required to have heat. We propose the use of gas fired radiant heaters.
- Provide (4) 10,000 cfm evaporative coolers; 1-1/2 HP @ 208V-3PH. Provide 0-8-hour wall timer.
    - ~~The evaporative cooling ducts shall be routed to approximately 15 to 20 feet above the floor to allow for better air distribution. Exhaust shall be located higher above the evaporative location.~~ EXCLUDED
- Provide (2) 60" x 60" stationary, drainable exterior wall louvers.
- Provide (2) 20,000 cfm, 5-HP @ 208V-3PH, wall exhaust fans

Fire Sprinkler Piping

- Modify the existing fire sprinkler piping in the Office, Locker and restroom areas. Provide new sprinkler heads.

PLUMBING SYSTEM – GENERAL REQUIREMENTS

- Design will include modifications to the existing underground sanitary sewer piping. This will require trenching of the existing floor.
- Design will include a minimum 2" domestic water service.
- Design shall include high-efficiency, U. S. Environmental Protection Agency (EPA) Water Sense labeled LOW-FLOW plumbing fixtures.
- Provide natural gas piping design for equipment needing gas.
- No hub, cast iron piping shall be used for sanitary waste and vent piping.
- Type L Copper pipe shall be used for domestic cold and hot water distribution.
- The piping design velocity will not exceed 6 fps for the cold water and 4 fps for the hot water.

- High efficiency, 50-gallon, condensing water heater will be designed with hot water circulation pumps and hot water return piping. Point-of-use electric water heaters will only be used for remote plumbing fixtures, single fixture locations.
- Provide a washer box for each washing machine.
- Shut-off valves will be provided on the main supply to the building (above grade), and at each restroom.
- Design for floor mounted mop sink for janitor closet.
- Hose bibbs, loose key, type shall be provided in Janitor closets and bathrooms.
- Floor drains will be provided in each Restroom area and Janitor Rooms.
- Trap primers will be provided for all floor drains. The trap primer will be electronic type

ELECTRICAL SYSTEM – GENERAL REQUIREMENTS

- Electrical Service:
  - Existing 600 amp, 480/277V, 3-phase, 4-wire main switchboard
  - 240/120V, 1-phase, 3-wire panels powered via step-down transformer.
- Interior LED fixtures w/ T24 controls:
  - Interior:
    - 2x4 lay-in troffers and down lights in administration and office areas.
    - 1x4 surface mounted lights in storage areas.
    - Low-bay fixtures in shop area with integral occupancy sensor and daylight controls.
    - Interior controls to include dimmer switches and occupancy sensors.
    - Daylight harvesting provided where required.
  - Exterior:
    - Existing fixture to remain.
- Controlled receptacles per T24:
  - Controlled receptacles to be provided in offices.
  - Controlled receptacles to be:
    - Duplex - ½ controlled duplex
    - Quadplex – ½ controlled duplex and 1 uncontrolled duplex
  - Receptacles to be controlled by relays connected to lighting control system and schedule on/off times via time clock.

Shop Area

- Power for three (3) hydraulic vehicle lifts.
- Power for two (2) tire machines.
- Four (4) 220V outlets for welding machines.
- 120V receptacles located for:
    - Power cord reels
    - Work stations
    - General use spaced around shop
- Two (2) electrical drop cables

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REPORT

City of Oroville Corp Yard Design
655 Cal Oak Road, Oroville, CA 95965
2.12.2026

Ty Yurkovic
STUDIO W ARCHITECTS
111 Mission Ranch Boulevard Suite 100
Chico, CA 95926

Project: City of Oroville Corp Yard Design

Structural Narrative

Overview:
The City of Oroville Corporation Yard includes an approximately 3,300sf residential style existing wood building that will be used as an office and an approximately 15,000sf existing metal warehouse building. The residential building will have minor tenant improvements that will not affect the existing structural gravity or lateral systems and so it has not been included in this report. The metal building will have interior renovations including but not limited to: reconfiguration of the existing restroom and office space, new insulation and mechanical units, and installation of new roll-up doors. The metal building renovation is currently assumed to not involve a change in the building's occupancy, however, there is an unpermitted wood framed mezzanine that will likely need structural upgrades if required to meet current code. The authority having jurisdiction (AHJ) may grant leniency but for the purposes of this report we assume the mezzanine will be required to meet all provisions of current code. The mezzanine is not seismically isolated from the metal building columns so without remediation this could require a seismic upgrade to the metal building as it adds significant mass. The following existing drawings were available and referenced for this narrative: existing drawings of the office building dated January 30th, 2001 by Michael Mooney, existing drawings for the metal building dated March 11th, 2003 by Metallic Building Company, and existing drawings for the metal building foundation dated June 15th, 2001 by Frank M Glazewski. Mickey Kellogge visited the site on June 13, 2025 to review the as-built conditions.

15,000 SF Metal Warehouse Building + Mezzanine:

The existing warehouse structure is a typical metal building with light gauge Z-purlins at the roof and exterior walls, supported by tapered wide flange steel frames. In the East-West direction the lateral force resisting system is steel ordinary moment frames. In the North-South direction the lateral force resisting system is tie rods acting as steel ordinary concentrically braced frames. The warehouse slab on grade is 6" thick with shallow pad footings under each column and a continuous perimeter footing.

Improvements to the warehouse are expected to include: insulating the roof and walls, new AC units, new equipment and vehicle lifts, and two new roll-up doors. Pre-engineered metal buildings are typically designed with only a limited amount of reserve capacity and even small additions such as insulation or suspended ductwork/conduit may result in the design no longer being structurally acceptable. We recommend any added insulation and ductwork/conduit be limited to 1.5psf max. Additionally, to limit the impact on the existing structure we recommend new AC units be ground mounted on concrete pads and any units that must be installed above ground be supported by the tapered steel frames not purlins. New vehicle lifts and heavy equipment (≥1,500lbs) may require new isolated pad footings. All equipment >400lbs will require anchorage to the slab. Two new roll-up doors will be located in exterior wall bays that do not have x-bracing. New rectangular HSS

jambs and headers will be required at these openings. At the south end of the building there is an existing roll-up door that will be abandoned and infilled with cold-formed metal studs. Several of the existing braced frame tie rods have lost tension and are sagging. They will need to either be replaced in kind or repaired and re-tensioned.

As mentioned previously, there is a wood framed mezzanine inside the warehouse which has no documentation. From field observations the mezzanine gravity system appears to be wood I-joists spanning north-south over the office space and east-west over the storage spaces supported by 2x6 bearing walls. The mezzanine lateral system is unknown but many of the walls are sheathed with APA rated sheathing suggesting they act as wood shear walls even if they were not detailed to meet current anchorage and nailing requirements. The mezzanine foundations are unknown, however, from site observations the wood walls appear to be bearing on the slab on grade with no additional foundation added below the mezzanine. The undocumented nature of the mezzanine could result in issues with permitting requiring more work.

Improvements to the mezzanine include: reconfiguring walls and relocating plumbing in the office space. These recommendations assume the upper story of the mezzanine will be unoccupied and not used for storage. The existing 6” slab will need to be saw-cut and replaced in-kind where new below grade plumbing and or conduit occurs. Special care should be taken within 10’-0” of the base of existing columns to avoid damaging existing anchorage and hairpins. Repairs to the existing anchorage or hairpins could be costly. The mezzanine gravity system is generally acceptable as is for the proposed light use, however, several improvements to the lateral system will be needed to meet current code requirements.

As mentioned, the recommendations here assume the AHJ will require full compliance with current code including isolating the mezzanine and metal building lateral systems from one another. With special permission from the AHJ alternative methods of compliance may be possible and may reduce the scope of required upgrades. Per current code, the existing gap between the mezzanine and metal building is too small to accommodate differential movement. Around the perimeter the mezzanine should be cut back 3” to 4” and any utility connections that cross from the metal building to the mezzanine should add flexible connections. This will require adjusting perimeter framing on three sides of the mezzanine. Many of the existing mezzanine walls are already sheathed with APA rated sheathing, however, it is unlikely they comply with all the detailing requirements of shear walls. Necessary updates to utilize these walls as shear walls include: additional sheathing nailing, blocking un-supported sheathing edges, adding plate washers to the existing anchor bolts and/or adding new sill anchorage, adding posts and holdowns with adhesive anchors at shear wall ends, and new pad footings at holdowns. We anticipate these updates will affect approximately 120 linear feet of wall. The upper-level diaphragm nailing will need to be verified and supplemented throughout. Cold-formed straps will need to be added at each shear wall line. There is not currently a shear wall at the north side, a new shear wall at least 10’-0” long with holdowns and pad footings will be needed on this side so the diaphragm is supported on all four sides.

BASIC STRUCTURAL DESIGN APPROACH:

This section describes the structural design parameters and systems that our team is proposing for the office, metal building, and metal building mezzanine.

Structural Design Criteria: The following is a summary of the structural design criteria that governs the design of the buildings.

Governing Code: 2025 California Building Code (CBC)

Seismic Design Parameters: ASCE 7-22 as amended by the CBC.

Seismic Design Category (SDC)	D
Risk Category	II
Importance Factor (I_e)	1.0
Site Classification	Default (C, CD, D)
Spectral Response Accelerations	S_s = 0.77
	S_1 = 0.26
Design Spectral Accelerations	S_{DS} = 0.69
	S_{D1} = 0.43

(Note: Seismic design parameters above are from ASCE 7 Hazard Tools and should be verified by the Geotechnical Engineer prior to seismic design)

1) **15,000 SF Metal Warehouse Building:**

Response Modification Factor [R], Overstrength Factor (Ω_o), and Deflection Amplification Factor (C_d):

- Steel ordinary moment frames (North-South direction).
  - Response Modification Factor [R]: 3½
  - Overstrength Factor (Ω_o): 3
  - Deflection Amplification Factor (C_d): 3
- Steel ordinary concentrically braced frames (East-West Direction).
  - Response Modification Factor [R]: 3¼
  - Overstrength Factor (Ω_o): 2
  - Deflection Amplification Factor (C_d): 3¼

2) **Warehouse Mezzanine:**

Response Modification Factor [R], Overstrength Factor (Ω_o), and Deflection Amplification Factor (C_d) for lateral force resisting systems:

Light-frame (wood) walls sheathed with wood structural panels rated for shear resistance.

- Response Modification Factor [R]: 6½
- Overstrength Factor (Ω_o): 2½
- Deflection Amplification Factor (C_d): 4½

Wind Design Parameters: ASCE 7-16 as amended by CBC 2022

Basic Wind Speed:	94 mph
Exposure Category:	C

Roof and Floor Live Loads: (CBC 1607.1)

Ordinary Roof	20 psf
Mezzanine as Uninhabited Attic with Storage	20 psf

Geotechnical Considerations:

A geotechnical report has not been completed and/or provided. A site-specific geotechnical exploration and design geotechnical report will need to be completed prior to final design and permitting of construction if new foundations are required. Such investigation should include soil borings, test pits, CPT soundings, laboratory testing etc. as recommended by a geotechnical engineer and comply with the requirements of the California Building Code 2025 and local standards if any apply.

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REPORT

City of Oroville Corp Yard Design
655 Cal Oak Road, Oroville, CA 95965
2.12.2026

PRELIMINARY MATERIALS SPECIFICATIONS:

Concrete:	Foundations & slabs-on-grade – 3,000 psi at 28 days
Under-Slab Vapor Retarder:	ASTM E1745 Class A, 15 mil
Reinforcing Steel:	ASTM A615 Grade 60 ASTM A706 Grade 60 when welded
Structural Shapes (AISC):	Wide Flange – ASTM A992 Grade 50 HSS – ASTM A500 Grade C Pipes – ASTM A53, Grade B Channels, Angles, and Plates – ASTM A36 or A572 Grade 50 Plates at Brace and Moment Frames – A572 Grade 50 All exposed exterior steel to be hot-dip galvanized All exposed exterior hardware to be hot-dip galvanized or stainless steel High Strength Grout – ASTM C1107 7,000psi at 28 days
Welding Electrodes:	AWS Standards E70 or equivalent, except no E70T-4 allowed.
Bolts & Anchor Rods:	Machine bolts - ASTM A307 High strength bolts - ASTM F3125 Grade A325 bolts
Anchor Bolts/Rods:	ASTM F1554 Gr. 36 or 55
Wood (WCLIB/WWPA):	2x material – DF #2 4x and thicker – DF #1
Wood Connectors:	Simpson Catalog, MiTek Fasteners
Plywood (APA):	CD Exp 1 and Structural 1 per PS-1 and PS-2
Machined Lumber:	Redbuilt PSL, LVL, and LSL

END

CITY OF OROVILLE
STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR, ADMINISTRATIVE SERVICES

RE: NINE-MONTH BUDGET REVIEW

DATE: APRIL 21, 2026

SUMMARY

The City Council shall receive a budget review for the nine-months ended March 31, 2026, and consider requested budget adjustments. For this discussion the General Fund and District Tax Fund are combined for budget review.

DISCUSSION

Overview

A review of budget to actuals for the first nine months of the fiscal year 2025-26.

Revenues

Overall, the revenues are at 42% of the estimated budget received by March 31, 2026.

This amount is low due to the timing of property tax revenue that is received in two installments, one in January and the other in May. Only one payment is included in the scope of this review. Total property tax revenue is estimated to be over 4 million.

Sales Tax revenue is also showing low due to the timing of receipts. July and August 2026 sales tax remittances are accrued to this current year. A total of seven months of sales tax revenue is included in this report.

Considering the timing of both revenue sources, the revenue would be close to 50% and on target.

Expenditures

General Fund expenditures are for the core functions of the City. Administration, Police, Fire and Public Works are some of the departments budgeted here. Overall, the General Fund has 36% of the expenditure budget still available at mid-year.

Requested Budget Adjustments

Coding	Department	Account	Amount	Justification
100.1010.6360	City Attorney	Oustide Serivces	158,000	Underbudgeted
100.1060.6090	Risk Management	Insurance	279,915	Underbudgeted
102.1112.5110	Planning	Salaries	(156,000)	Consultant vs Personnel
100.1110.6360	Planning	Oustide Serivces	256,000	Consultant vs Personnel
100.1120.5110	Building	Salaries	(150,000)	Consultant vs Personnel
100.1120.6360	Building	Oustide Serivces	50,000	Consultant vs Personnel
100.1210.7120	Museums	Utilities	23,000	Underbudgeted (new budget)
100.1300.9000	General Gov't	Interfund Transfers	1,327,520	To move Cal Oak allocation to the Capital Projects fur
400.4000.9000	Sewer Fund	Interfund Transfers	442,507	To move Cal Oak allocation to the Capital Projects fur
301.3010.4750	Capital Projects	Interfund Transfers	(1,770,027)	To move Cal Oak allocation to the Capital Projects fur
111.1450.6360	Recycling	Outside Services	87,000	Grant ended, move budget to Recycling Fund

Debt

The City completed a new bond issuance for Pension Obligation Bonds in November 2021. The bonds were issued for $19.225 million dollars at a rate of 3.2%. This is not considered new debt as we already owed this liability, rather a transfer of debt from CalPERS to our bond holder, US Bank.

Balances at 3/31/26

Computershare Penson Obligation Bonds **$ 15,295,000** Maturity Date 6/01/40

US Bank – Successor Agency Bonds **$ 7,320,000** Maturity Date 9/01/31

In summary, the City is on track to operate within the budget this fiscal year. As stated in previous presentations, expenses are growing at a faster rate than revenues. Rising expenditures will be a concern during the development of the 2026-27 budget. Other assigned fund balance amounts are allocated to pension debt, future capital projects and unfunded accruals.

FISCAL IMPACT

Budget adjustments require City Council Approval.

ACTION REQUESTED -

APPROVE THE STATED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2025-26.

ATTACHMENTS

1. Budget Worksheets

CITY OF OROVILLE

General Fund Expenditures

July 1, 2025 through March 31, 2026

Department	Annual Budget	Year to Date Expenditures	Budget Remaining	Percentage Remaining 25%
City Administrator	340,807	250,563	90,244	26%
City Attorney	460,200	470,119	(9,919)	-2%
City Clerk	202,252	93,141	109,111	54%
City Hall	193,574	133,131	60,443	31%
Human Resources	379,462	270,075	109,387	29%
Information Technology	616,464	493,323	123,141	20%
Risk Management	846,200	1,126,115	(279,915)	-33%
Elected Officials	228,235	150,215	78,020	34%
Finance	1,301,352	795,104	506,248	39%
Planning & Development Services	818,910	689,915	128,995	16%
Building	980,285	556,058	424,227	43%
Police	7,164,726	5,544,545	1,620,181	23%
Fire	3,732,694	1,547,178	2,185,516	59%
Public Works	480,050	376,080	103,970	22%
Streets & Drainage	1,142,292	821,913	320,379	28%
Vehicle Maintenance	489,647	357,821	131,826	27%
Parks & Trees	904,312	682,456	221,856	25%
Museums	174,632	153,353	21,279	12%
General Government	130,000	88,814	41,186	32%
TOTALS	$ 20,586,094	$ 14,599,919	$ 5,986,175	29%

CITY OF OROVILLE

District Tax Fund

July 1, 2025 through March 31, 2026

Revenues	Annual Budget	Year to Date Revenues	Budget Remaining	Percentage Remaining 42%
Total Sales Tax Revenue	$ 6,582,000	$ 4,055,543	$ 2,526,457	38%
Expenditures by Department	**Annual Budget**	**Year to Date Expenditures**	**Budget Remaining**	**Percentage Remaining 25%**
Code Enforcement	1,337,370	1,003,485	333,885	25%
Police	2,383,282	1,907,323	475,959	20%
Fire	4,447,924	1,516,628	2,931,296	66%
Public Works	264,467	98,296	166,171	63%
Streets	965,464	666,760	298,704	31%
Parks & Trees	335,167	212,434	122,733	37%
TOTALS	$ 9,733,674	$ 5,404,926	$ 4,328,748	44%

CITY OF OROVILLE
STAFF REPORT

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

FROM: **JASON N. WINES, CHIEF OF POLICE**

RE: **PURCHASE OF FIVE PATROL VEHICLES.**

DATE: **APRIL 21, 2026**

SUMMARY

The Police Department plans to budget for the purchase of four (4) new patrol vehicles for the 26/27 budget year and we will replace one vehicle that was damaged beyond repair. While four will be budgeted for next year and the 5th will be purchased via insurance funds, the Police Department is asking for approval to get on the list to pre-order the vehicles in an effort to reduce the delay in receiving the vehicles.

DISCUSSION

The Oroville Police Department currently has 23 patrol vehicles which are shared between 29 Patrol Officers, Patrol Sergeants, and our Municipal Law Enforcement Officers. These vehicles range in model years from 2015 through 2025. Our current vehicle inventory only has one vehicle, a 2015 Ford Explorer, available in the event an assigned vehicle needs service or if we hire another patrol officer.

As noted in prior reports, the police department had been equipped with vehicles for existing staffing levels, not allocated positions. Now that staffing levels are reaching capacity the department has been working to obtain vehicles needed for full staffing.

The City has supported this effort and while we are still short vehicles, we are able to manage purchases through the budget process, mitigating the need for mid-year requests.

While we are now on a good path for purchasing vehicles, we are currently experiencing a significant delay between authorization to purchase and receipt of those vehicles. The vehicles authorized in the 25/26 budget in July were only added to our fleet in late March and the remaining two by end of April. The reason for the delay depends on the manufacturer as well as the emergency police equipment manufacturers and installers.

The purpose of this report is not to ask for non-budgeted monies, but permission to work with the dealership to get on the pre-order list prior to July 1, 2026 in anticipation

of budget approval for four (4) new vehicles. No billing would occur until after July 1, 2026, when the regular budget comes into effect. The approval allows the auto dealer to confidently pre-order the vehicles to reduce months of waiting.

The cost for the 4 new vehicles, fully outfitted, will be approximately $376,000. This cost shows a significant increase from prior purchases as we have exhausted our supply of radios, and the standard police equipment (cage, lighting, etc.) has significantly increased.

Currently, we have one officer in the academy and one in the hiring process as a lateral police officer. With our current inventory, we have just enough to provide these officers once they complete training and become a solo officer but are short for full staffing levels.

We have reached out to Oroville Ford and they are willing to pre-order the vehicles now, with the understanding we will purchase the vehicles at the beginning of the next fiscal year, shortening our wait time up to three months or more.

FISCAL IMPACT

The estimated total cost to purchase and fully equip five new patrol vehicles is approximately $470,000, to be placed on the budget for the 26/27 fiscal year.

ACTION REQUESTED -

APPROVE THE PURCHASE OF FIVE NEW FORD EXPLORER PATROL VEHICLES, INCLUDING ALL NECESSARY EQUIPMENT; AND AUTHORIZE THE OROVILLE POLICE DEPARTMENT COORDINATE WITH OROVILLE FORD AND BEGIN THE VEHICLE ORDERING PROCESS PRIOR TO JULY 1, WITH PAYMENT TO BE COMPLETED IN THE NEXT FISCAL YEAR.

ATTACHMENTS

1. Equipment pricing list
2. Vehicle purchase quote from Oroville Ford

Customer Name: Oroville PD 8/2/2024

Vehicle: 2025 Ford PI Utility

QTY	MANUFCTR	PART#	DESCRIPTION	PRICE	Ext. Price
1	Whelen	EB8DEDE	Legacy WCX Duo LED Lightbar	$2,600.00	$2,600.00
1	Whelen	STPKT105	Strap Kit For	$0.00	$0.00
1	Whelen	C399/CCTL7/C399SP	Core Siren/ Lightbar Controller w/ ODBII Cable	$1,350.00	$1,350.00
1	Setina	BK2017ITU20	Push Bumper w/ 2 ION Lights	$760.00	$760.00
1	Gamber Johnson	7170-0734-08	Utility Specific Console/Cop Holder/Arm Rest	$520.00	$520.00
1	Gamber Johnson	7160-0924	Open Face Storage Pocket	$45.00	$45.00
1	Havis	C-USB-3/091-50-12	USB Ports/Voltage Display	$195.00	$195.00
1	Gamber Johnson	7170-0551-00	5430 Dock	$770.00	$770.00
1	Gamber Johnson	7160-1216-09	Dock Swing Arm	$385.00	$385.00
1	Gamber Johnson	7110-1213	Laptop Screen Support	$45.00	$45.00
2	Gamber Johnson	7160-0826	Mic Clip Bracket	$35.00	$70.00
2	Innovative Products	MMSU-1	Magnetic Mic Clip	$35.00	$70.00
1	Patrol Power	EX0011	Utility Specific Fuse Block/Wire Harness Package	$715.00	$715.00
1	Setina	PK1148ITU20TM	Utility Specific Prisoner Partition	$785.00	$785.00
1	Setina	GK10342UHK	AR/870 Dual Weapon System with Handcuff Key	$500.00	$500.00
1	Setina	QK0635ITU20	Utility Specific Cargo Partition w/ Prisoner Seat	$1,310.00	$1,310.00
1	Setina	WK0514ITU20H	Steel Rear Window Protection	$270.00	$270.00
1	Setina	QK0100ITU20	TPO Rear Door Cover	$270.00	$270.00
1	Setina	QK0491ITU20	TPO Floor Pan	$230.00	$230.00
1	Whelen	SA315P	100 Watt Siren Speaker	$215.00	$215.00
1	Whelen	SAK66D	Siren Speaker Bracket	$40.00	$40.00
2	Feniex	B/W R/W	Blue LED Light for Reverse Light Area	$100.00	$200.00
1	Whelen	60CREGCS	LED Dome Light for Tailgate (Red/White)	$180.00	$180.00
1	SSI	STC254	Jump Start Cable Assembly	$255.00	$255.00
1	Setina	TK1418ITU20	Cargo System w/ 2 Drawers and Floor Lift	$3,285.00	$3,285.00
1	Setina	WK0040ITU20	Cargo Area Window Guard Set of 3	$405.00	$405.00
3	Sti-Co	Flexwhip	Flexwhip Antenna Kit	$80.00	$240.00
1	SBC	N/A	Fuse Package	$30.00	$30.00
1	SBC	N/A	Misc. Hardware, Loom, Connectors, Wire, Etc.	$200.00	$200.00
1	Motorola	RLN6434B	APX Portable Travel Charger	$105.00	$105.00
1	Panorama	SH-IN2440	Sharkee 5 in 1 Modem Antenna	$445.00	$445.00
				Total=	$16,490.00

Benny Brown's OROVILLE Ford

Stock #: VIN Deal#: 0000000 April 13, 2026

Vehicle Not Found

CITY OF OROVILLE

Phone: 5305382401
Email: hkhan@oropd.org

Salesperson: TOMMY MARTIN

Sale Information

Selling Price	$54,389.00
Accessories	$0.00
Rebates	$0.00
Service Contract	$0.00
Gap	$0.00
Net Trade	$0.00
Fees	$130.75

Trade Information

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

Cash Option

Sales Tax $5,038.85

Balance Due Of each - $59,558.60

5 units = $297,793.00

Finance Option

Initial Investment _____

Lease Option

Initial Investment _____

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

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

Customer signature: _____ Dealership Approval: _____

Preview Order T000 - K8A - Police Inter Utility AWD : Order Summary Time of Preview: 04/13/2026 10:22:21 Receipt: NA

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

Dealer Rep.	Tommy Martin	**Type**	Fleet	**Vehicle Line**	Explorer	**Order Code**	T000
Customer Name	City of orovi	**Priority Code**	G2	**Model Year**	2026	**Price Level**	620

DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	$48550
.119 INCH WHEELBASE	$0
TOTAL BASE VEHICLE	$48550
AGATE BLACK METALLIC	$0
CLOTH BUCKETS/VINYL REAR SEATS	$0
ONYX INTERIOR	$0
EQUIPMENT GROUP 500A	$0
.FM STEREO	$0
3.3L TI-VCT V6 ENGINE	$0
10-SPEED AUTO TRANSMISSION	$0
JOB #2 ORDER	$0
CA NEW MTR VEHICLE BOARD FEES	$0
FORD FLEET SPECIAL ADJUSTMENT	$0
FRONT WARNING AUX LIGHT	$580
50 STATE EMISSIONS	$0

DESCRIPTION	MSRP
REAR AUXILIARY LIFTGATE LIGHTS	$400
SPOT LAMP LED DUAL - WHELEN	$880
KEYED ALIKE -KEY CODE C	$50
QUARTER GLASS LIGHT	$580
FRONT HEADLAMP LIGHT SOLUTION	$900
REAR LIGHTING SOLUTION	$460
REAR DR HNDL AND LOCKS INOPR	$80
DEFLECTOR PLATE	$340
SOLAR TINT 2ND ROW ONLY	$90
SPECIAL DEALER ACCOUNT ADJUSTM	$0
SPECIAL FLEET ACCOUNT CREDIT	$0
FUEL CHARGE	$0
NET INVOICE FLEET OPTION (B4A)	$0
PRICED DORA	$0
ADVERTISING ASSESSMENT	$0
DESTINATION & DELIVERY	$1795

	MSRP
TOTAL BASE AND OPTIONS	$54705
DISCOUNTS	NA
TOTAL	$54705-

3.0 Ecoboost V6 2850

$57,555

This order has not been submitted to the order bank.

This is not an invoice.

FD 004735 CA 9-NORMAL,NB,004735,SB041 15739 120250216 BLEND 0804 | CERT | CERT | CERT | TRD | W RAMP | BUMP | CAMP | BOOK | EXFL | ROTA | 028070 54/318 NB GU13

ford.com

VEHICLE DESCRIPTION

POLICE INTERCEPTOR

UTILITY AWD
119" WHEELBASE
3.0L ECOBOOST V6 ENGINE
10-SPEED AUTO TRANSMISSION

EXTERIOR
AGATE BLACK METALLIC
INTERIOR
EBONY CLOTH FRT/VINYL REAR

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- 18" H.D.STEEL WHEELS
- 255/60R18 A/S BSW POLICE TIRES
- CLASS III HITCH RECEIVER
- DUAL EXHAUST SYSTEM
- DUAL POWER MIRRORS
- FULL SIZE 18" SPARE W/TPMS
- HEADLAMPS - AUTO, LED LOW/HIGH INCLUDES FRONT HOUSING (W/ LED WIG-WAG)
- KEY LOCKS (DR/PASS/LFTGT)
- PRIVACY GLASS 2ND/3RD ROW

INTERIOR
- 35/30/35 SPLIT VINYL REAR
- A/C W/AUTOMATIC CLIMATE CONTROL, DUAL ZONE
- BLACK VINYL FLOOR COVERING
- CERTIFIED SPEEDOMETER
- CLOTH BUCKET FRONT SEATS
- CONSOLE MOUNTING PLATE
- ENGINE HOUR / IDLE METER
- HTD SANITIZATION SOLUTION
- RED/WHITE TASK LIGHTING
- PWR DR/PASS SEAT W/LUMBAR
- SEATBACK INTRUSION PLATES
- TILT/TELESCOPING STEERING WHL W/ 4 CONFIGURABLE LATCHING SWITCHES
- UNIVERSAL TOP TRAY

FUNCTIONAL
- AM/FM/MP3/BLUETOOTH & USB
- COLUMN MOUNTED SHIFTER
- ENGINE OIL COOLER
- FULL-TIME ALL WHEEL DRIVE SYSTEM
- HEAVY DUTY SUSPENSION
- HEAVY-DUTY 80-AMP BATTERY
- INTERIOR TRUNK/LIFTGATE RELEASE
- POLICE BRAKES: 4 WHL DISC W/ ABS & TRACTION CONTROL
- POWER STEERING W/EPAS
- REAR VIEW CAMERA
- TRANSMISSION OIL COOLER
- TRANSMISSION-10-SPEED AUTO

SAFETY/SECURITY
- 75 MPH REAR-CRASH TESTED
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT AND SIDE
- AIRBAGS - SAFETY CANOPY
- SOS POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

WARRANTY
- 3 YR/36K MILE BUMPER-TO-BUMPER WARRANTY
- 5 YR/100K MILE POWERTRAIN CARE EXTENDED SERVICE PLAN (ZERO DEDUCTIBLE)

INCLUDED ON THIS VEHICLE (MSRP)

EQUIPMENT GROUP 500A

OPTIONAL EQUIPMENT/OTHER
.FM STEREO
3.0L ECOBOOST V6 ENGINE
10-SPEED AUTO TRANSMISSION
BADGE DELETE
FRONT WARNING AUX LIGHT
50 STATE EMISSIONS
REAR AUXILIARY LIFTGATE LIGHTS
SPOT LAMP LED DUAL - WHELEN
KEYED ALIKE -KEY CODE C
QUARTER GLASS LIGHT
FRONT HEADLAMP LIGHT SOLUTION
REAR LIGHTING SOLUTION
REAR DR HNDL AND LOCKS INOPR
DEFLECTOR PLATE
SOLAR TINT 2ND ROW ONLY
FRONT LICENSE PLATE BRACKET

RAMP ONE: CA84
RAMP TWO:
CONVOY
ITEM #: 72-T729 O/T 5B

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

TOTAL MSRP

Ford Credit Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER
SB041 N RB 2X 515 004735 02 04 25

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

20 MPG combined city/hwy — 17 city, 24 highway

Standard SUVs range from 11 to 100 MPG. The best vehicle rates 140 MPGe.

5.0 gallons per 100 miles

You spend **$3,500** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost
$2,600

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 4 (1 – 10, Best)

Smog Rating (tailpipe only): 5 (1 – 10, Best)

This vehicle emits 447 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.50 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver: Not Rated; Passenger: Not Rated
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat: ★★★★★; Rear seat: ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FM5K8AC2SGB34408

The modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle settings for connectivity options.

FordPass® Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. See your local Ford website for our privacy policy.

Ford | FORD PROTECT

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

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www.ford.com/help/privacy-terms/

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CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

EMILY MARTIN, STAFF ASSISTANT PLANNING DIVISION

RE: **WAIVING OF FIRST READING AND INTRODUCE BY TITLE ONLY ORDINANCE NO. 1896 REGARDING GENERAL PLAN AMENDMENT GPA26-02 AND ZONING CHANGE ZC26-02 AT 2020 MONTGOMERY ST (APN 012-032-014) AND 1453 DOWNER ST (APN 012-094-008)**

DATE: **APRIL 21, 2026**

SUMMARY

The City Council shall conduct a public hearing and consider the Zoning Change recommendations to modify the zoning of two downtown properties, identified as Assessor's Parcel Numbers 012-032-014 and 012-094-008. The proposed amendment would change the current Public or Quasi-Public (PQ) zoning to Downtown Mixed-Use (MXD) consistent with their surrounding neighbors.

DISCUSSION

The Council will review the zoning changes recommended by Staff and approved by the Planning Commission on March 26th, 2026.

The City of Oroville is initiating a zoning amendment to change the zoning designation of two downtown parcels, identified as Assessor's Parcel Numbers 012-032-014 and 012-094-008, from Quasi-Public (PQ) to Downtown Mixed-Use (MXD). The MXD designation allows a broader range of commercial and residential uses than the existing PQ zoning and is intended to support flexible, mixed-use development within the downtown core. General Plan Amendment GPA26-02 is also proposed.

The subject parcels are located within the downtown area and are surrounded by parcels already zoned MXD, which have a mix of commercial and residential uses. Expanding the range of allowable uses may support reinvestment and redevelopment opportunities while maintaining compatibility with the established downtown character.

Both sites are fully developed, and no specific development project is proposed at this time. Any future development would be subject to applicable discretionary review, including site design, parking, and other relevant development standards.

Staff has evaluated the proposed zoning amendment in the context of the General Plan and finds that the amendment supports the City's goals of encouraging downtown revitalization, efficient use of existing infrastructure, and a mix of uses within the downtown area.

FISCAL IMPACT

None.

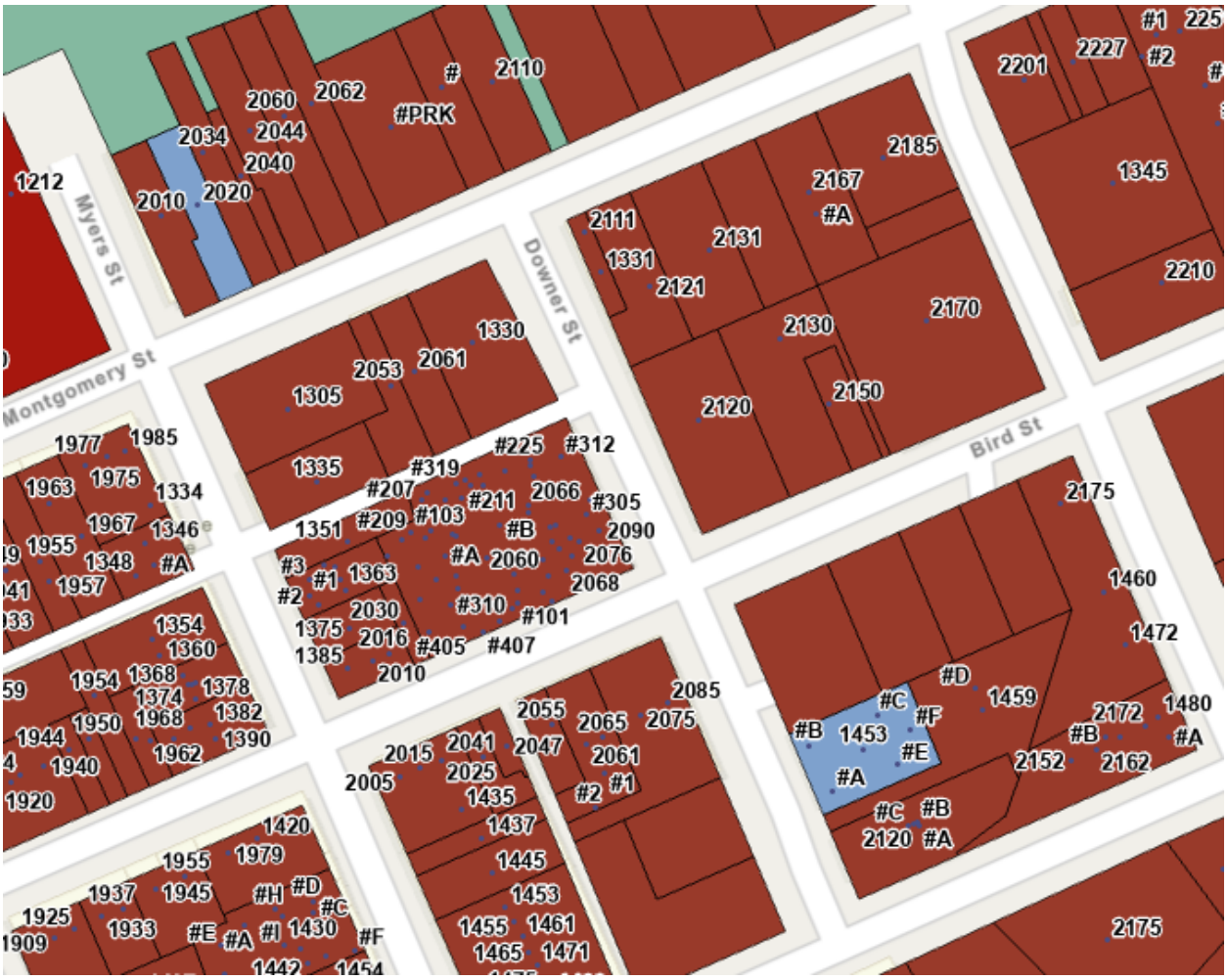
ACTION REQUESTED -

1. **WAIVE THE FIRST READING OF ORDINANCE NO. 1896 AND INTRODUCE BY TITLE ONLY; AND**
2. **CONDUCT A PUBLIC HEARING ON THE PROPOSED GENERAL PLAN AMMENDMENT AND ZONE CHANGE FOR BOTH PARCELS, AND**
3. **DIRECT STAFF TO BRING ORDINANCE NO. 1896 BACK FOR ADOPTION AT THE MAY 5, 2026 CITY COUNCIL MEETING.**

ATTACHMENTS

1. Attachment A: Zoning Map (APNs 012-032-014 and 012-094-008)
2. Attachment B: Draft Ordinance # 1896

Attachment A



ORDINANCE NO. 1896

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING ZONE CHANGE ZC26-02 TO REZONE TWO PROPERTIES IDENTIFIED AS APNs 012-032-014 AND 012-094-008 FROM QUASI-PUBLIC FACILITY (PQ) TO DOWNTOWN MIXED-USE (MXD)

WHEREAS, The City of Oroville initiated General Plan Amendment GPA26-02 and Zone Change ZC26-02 to amend the land use designation and zoning classification of properties identified as Assessor's Parcel Numbers 012-032-014 and 012-094-008, located at 2020 Montgomery Street and 1453 Downer Street, Oroville, California respectively; and

WHEREAS, The subject properties are currently zoned Quasi-Public Facility (PQ); and

WHEREAS, The proposed amendment changes the Zoning from Quasi-Public Facility (PQ) to Downtown Mixed-Use (MXD); and

WHEREAS, The MXD zoning district is consistent with the Mixed-Use General Plan land use designation and supports the City's goals related to downtown revitalization, flexible development standards, and a mix of residential and commercial uses; and

WHEREAS, This action has been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) General Rule Exemption, as it can be seen with certainty that the action will not result in a direct or reasonably foreseeable physical change in the environment. Future development proposals will be subject to separate environmental review.

NOW, THEREFORE, THAT THE CITY COUNCIL OF THE CITY OF OROVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1: Zoning Map Amendment.

The Official Zoning Map of the City of Oroville is hereby amended to rezone Assessor's Parcel Numbers 012-032-014 and 012-094-008 from Quasi-Public Facility (PQ) to Downtown Mixed-Use (MXD).

SECTION 2: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3: **Effective Date.**

This ordinance shall take effect thirty (30) days after the date of its final adoption. The City Clerk shall certify to adoption thereof and cause its publication according to law.

PASSED AND APPROVED by the Oroville City Council at a regular meeting held on _____, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

David Pittman, Mayor

ATTEST:

_____

Kayla Reaster, Assistant City Clerk

FORM APPROVED:

_____

David Ritchie, Assistant City Attorney

CITY OF OROVILLE



FIRE DEPARTMENT

Statistics Package

3/1/2026 to 3/31/2026

Countywide Cooperative Fire & Rescue Service

Definitions and Notes

Terms

Dispatched Agencies:
All agencies that are dispatched by the CAL FIRE / Butte County Fire Department Oroville Emergency Command Center
First Due Station:
The jurisdicational agency station's area where the incident happened based on the Computer Aided Dispatch Dynamic Routing First Due Station to another agency:

Agencies

- CABIG City of Biggs Fire Department
- CABTU CAL FIRE Butte Unit
- CABTC Butte County Fire Department
- CACDF CAL FIRE (Out Of Unit Activity)
- CACHI City of Chico Fire Department
- CAEMD El Medio Fire Protection District
- CAGRD City of Gridley Fire Department
- CALNF United States Forest Service Lassen National Forest
- CAMAY Marysville Fire Department
- CAMTR Mooretown Rancheria
- CAORO City of Oroville Fire Department
- CAPNF United States Forest Service Plumas National Forest
- CAPRA Town of Paradise Fire Department
- CASTC Sutter County Fire Department
- CATCR Tehama County Fire Department
- CAXPU Plumas County Unprotected Area

Incident Types

- MED - Medicals
- MEDFSS (Medical Flight)
- MEDA - Medical Code 2
- T/C - Traffic Collisions
- HAZ-CON - Hazardous Conditions
- P/A - Public Assists
- OTH - Other / Miscellanies
- ECC - Emergency Command Center Specific Incidents
- HAZ-MAT - Hazardous Materials
- RESCUE - Technical Rescues
- VEG - Vegetation Fires
- STR - Structure Fires
- VEH - Vehicle Fires
- OTH FIRES - Other Fire Types not categorized above
- F/A - False Alarms (Fires)

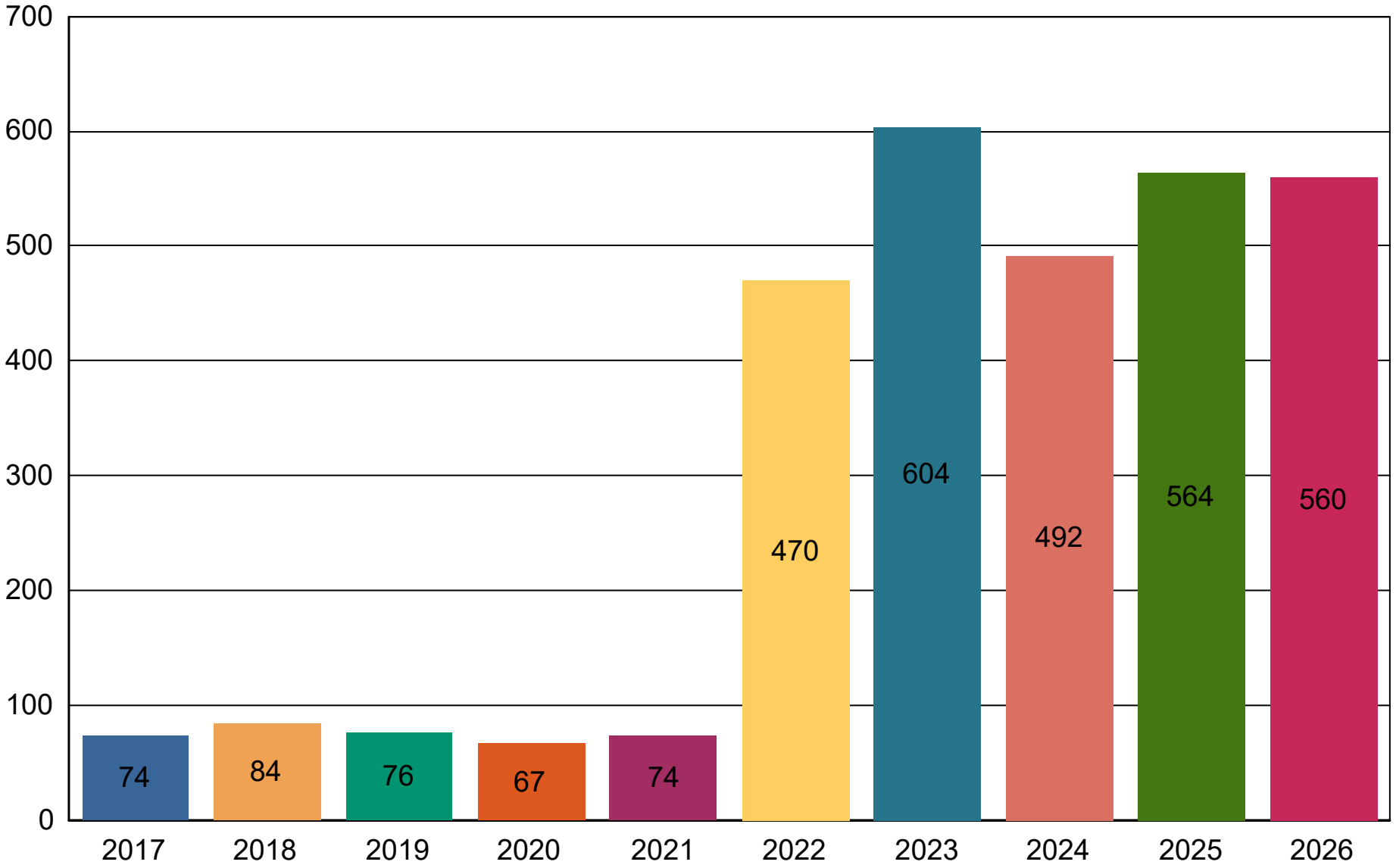
Stations

11 - CAL FIRE Butte Meadows	13 - CAL FIRE Stirling City	22 - CAL FIRE Cohasset
23 - CAL FIRE Forest Ranch	25 - Butte County Fire Butte College	33 - Butte County Fire Upper Ridge
35 - CAL FIRE Paradise	36 - CAL FIRE Jarbo Gap	41 - Butte County Fire Nord
44 - Butte County Fire South Chico	45 - Butte County Fire Durham	51 - CAL FIRE Feather Falls
54 - CAL FIRE Robinson Mill	55 - Butte County Fire Bangor	62 - CAL FIRE Harts Mill
63 - CAL FIRE Oroville	64 - Butte County Fire Kelly Ridge	71 - Butte County Fire Richvale
72 - Butte County Fire Palermo	73 - Butte County Fire Biggs	74 - Butte County Fire Gridley
81 - Paradise Birch Street	82 - Paradise South Libby Rd	91- CAL FIRE Oroville

ECC - CAL FIRE Oroville Emergency Command Center

10 Year Incident Comparison By Year All Incidents

3/1/26 To 3/31/26

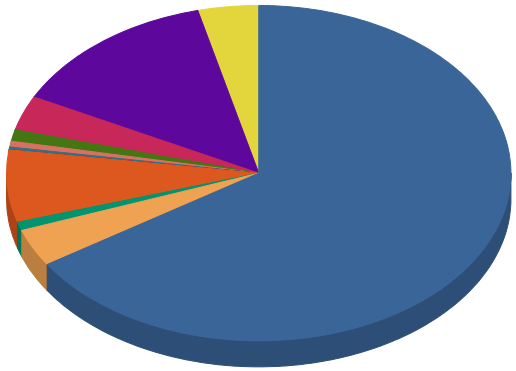


** DATA IS UNAVAILABLE PRIOR TO 02/11/2004*

Agency Activity 3/1/2026 to 3/31/2026

	MED	T/C	HAZ-CON	P/A	OTH	VEG	STR	OTH FIRE	F/A	MEDC 2	MVISTG	Total
CAORO	369	20	5	38	1	1	3	6	19	76	22	560
Total	369	20	5	38	1	1	3	6	19	76	22	560

Incident Type Percentages (All Agencies)



MEDICALS	369	65.9%
TRAFFIC COLLISIONS	20	3.6%
HAZARDOUS CONDITIONS	5	0.9%
PUBLIC ASSISTS	38	6.8%
OTHER INCIDENTS	1	0.2%
ECC INCIDENTS	0	0.0%
VEGETATION FIRES	1	0.2%
STRUCTURE FIRES	3	0.5%
OTHER FIRES	6	1.1%
FALSE ALARMS	19	3.4%
MEDC2	76	13.6%
MVISTG	22	3.9%
Total:	560	100.0%

Cooperator Assitance Provided to *CAL FIRE*/Butte County Fire
3/1/2026 to 3/31/2026

	MED	T/C	HAZ-CON	P/A	OTH	ECC	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	330	27	8	34	1	0	4	7	1	8	18	63	27	528
Total	330	27	8	34	1	0	4	7	1	8	18	63	27	528

Resource Agency Response to Jurisdictional Agency
3/1/2026 to 3/31/2026
CAORO to CAORO

Total Number of Incidents: **413**

Total Number of Resources Responding: **477**

		MED	T/C	HAZ-CON	P/A	VEG	STR	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	**B9A**	0	7	2	0	0	0	0	3	0	0	12
	B9B	0	4	0	0	0	0	0	3	0	0	7
	E91	60	5	0	2	0	2	2	3	9	2	85
	E92	169	10	2	10	1	2	3	14	39	11	261
	T91	48	15	5	20	1	2	0	7	9	5	112
	Total	277	41	9	32	2	6	5	30	57	18	477

Resource Agency Response to Jurisdictional Agency
3/1/2026 to 3/31/2026
CABTC to CAORO

Total Number of Incidents: **136**

Total Number of Resources Responding: **146**

		MED	T/C	HAZ-CON	P/A	OTH	STR	OTH FIRE	F/A	MEDC2	MVISTG	OAMT	Total
CABTC	**E63**	72	4	2	11	0	1	1	4	14	4	0	113
	E64	7	0	1	0	0	2	0	0	1	0	0	11
	E71	4	0	0	0	0	1	0	0	4	0	0	9
	E72	5	1	1	0	0	2	0	0	1	0	0	10
	Others	0	0	0	0	1	1	0	0	0	0	1	3
	Total	88	5	4	11	1	7	1	4	20	4	1	146

Resource Agency Response to Jurisdictional Agency
3/1/2026 to 3/31/2026
CAORO to CABTC

Total Number of Incidents: **89**

Total Number of Resources Responding: **100**

		MED	T/C	HAZ-CON	P/A	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	**B9A**	1	3	0	0	2	0	0	0	0	0	6
	B9B	0	1	0	0	0	0	0	2	0	0	3
	E91	11	0	0	1	0	0	1	0	0	3	16
	E92	32	6	3	7	3	1	2	5	5	5	69
	T91	1	2	0	2	0	0	0	1	0	0	6
	Total	45	12	3	10	5	1	3	8	5	8	100

Resource Agency Response to Jurisdictional Agency
03/01/2026 to 03/31/2026

Total Number of Incidents: **70**

Total Number of Resources Responding: **95**

CAL FIRE to CAORO

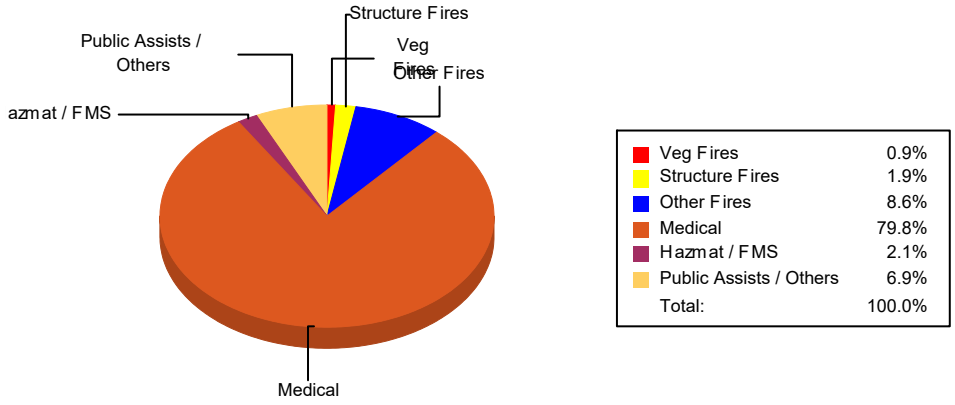
		MED	T/C	HAZ-CON	P/A	OTH	VEG	STR	OTH FIRE	F/A	MEDC2	Total
CABTU	**B2102**	0	1	0	0	0	0	0	0	1	0	2
	B2105	0	1	0	0	0	0	0	0	0	0	1
	B2109	0	0	0	0	0	0	0	0	1	0	1
	B2116	0	1	0	0	0	0	0	0	0	0	1
	B2117	0	1	0	0	0	0	1	0	2	0	4
	B2120	0	0	0	0	0	1	1	0	0	0	2
	B3	0	4	0	0	0	0	1	0	1	0	6
	CH2101	0	0	1	0	0	0	0	0	0	0	1
	D2105	0	0	0	0	0	0	1	0	0	0	1
	D2110	0	0	1	0	0	0	0	0	0	0	1
	D9	0	0	0	0	0	0	1	0	0	0	1
	E2160	1	0	0	0	1	0	0	0	0	0	2
	E2161	2	0	0	0	0	0	0	0	0	0	2
	E2168	2	0	0	0	0	0	0	0	0	1	3
	E2169	6	0	1	0	2	0	0	0	1	4	14
	E2176	0	0	0	0	1	0	0	0	0	0	1
	E2180	19	2	1	5	1	0	2	1	4	4	39
	P2122	0	0	0	0	1	0	0	0	0	0	1
	PIOADVSE	0	0	2	0	0	0	2	0	0	0	4
	PRVADVSE	0	0	2	0	0	0	2	0	0	0	4

		MED	T/C	HAZ-CON	P/A	OTH	VEG	STR	OTH FIRE	F/A	MEDC2	Total
CABTU	**T2107**	0	1	2	0	0	0	0	0	0	0	3
	T2108	0	0	0	0	0	0	1	0	0	0	1
	Total	30	11	10	5	6	1	12	1	10	9	95

Battalion 9 Total Responses
3/1/2026 to 3/31/2026

	Veg Fires	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists /	Total
B9A	2	2	3	11	2	0	20
B9B	0	0	8	5	0	0	13
E391	1	0	0	0	0	0	1
E91	0	2	6	90	0	2	100
E92	1	5	25	277	5	17	330
T91	1	2	8	82	5	21	119
Total	5	11	50	465	12	40	583

Number of Incidents / Incident Type

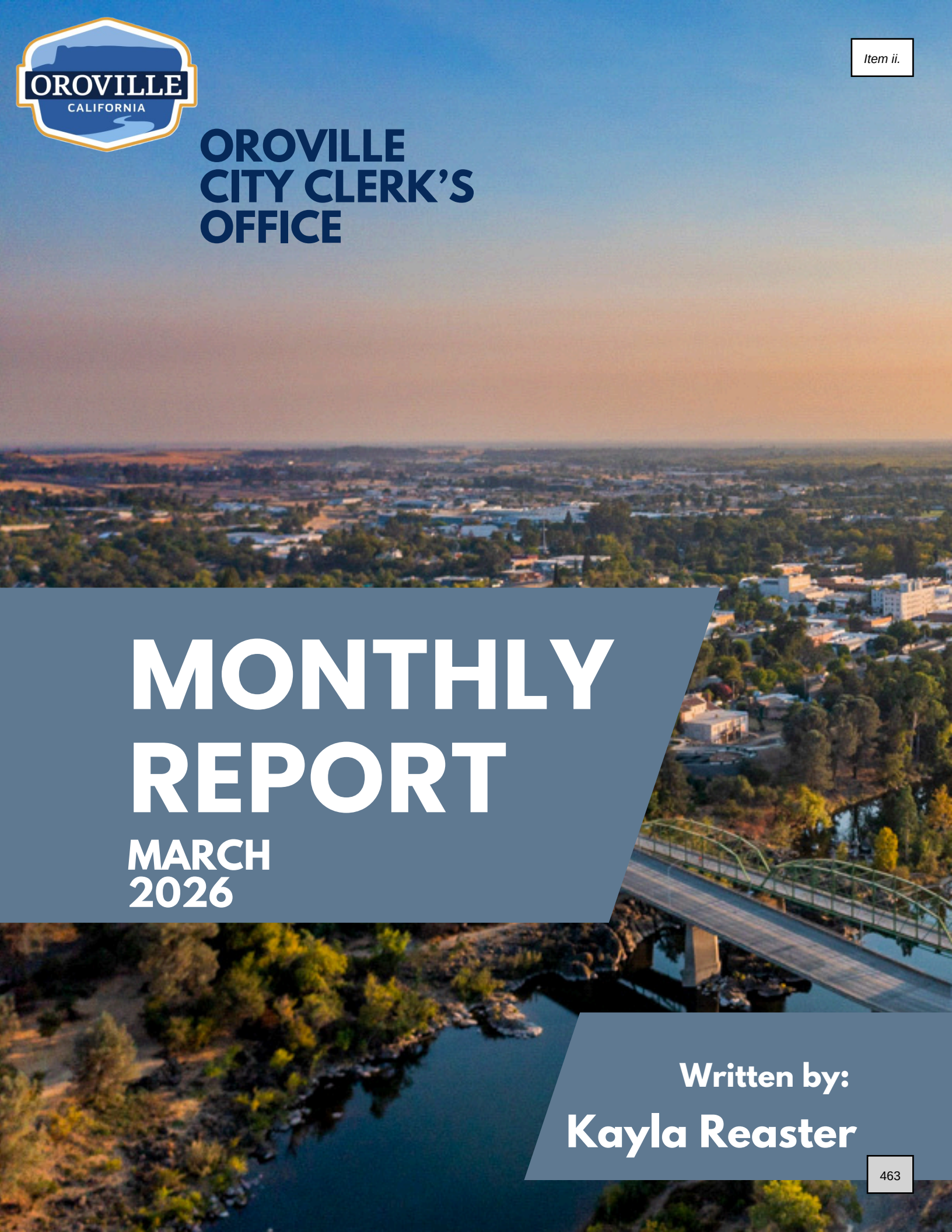


OROVILLE
CALIFORNIA

OROVILLE CITY CLERK'S OFFICE

MONTHLY REPORT

MARCH 2026



Written by:
Kayla Reaster

Table of Contents

01 **Meetings Attended**

This section provides a comprehensive list of all City Council, Board, Commission, and Committee meetings attended during the reporting period in support of legislative, advisory, and administrative functions of the City.

02 **Agenda Items Processed**

A summary of all agenda items processed during the month, including coordination, review, editing, and routing in support of City Council, Board, Commission, and Committee meetings.

03 **PRA Overview**

This section summarizes the volume and status of Public Records Act requests administered by the City Clerk's Office to ensure transparency and timely statutory compliance.

04 **FPPC Filings**

A summary of FPPC filings handled during the reporting period.

05 **Contact Information**

This section provides contact information for the City Clerk's Office.

Meetings Attended

City Council Meetings:

- March 3, 2026
- March 17, 2026





Wyandotte Creek GSA Meeting:

- March 19, 2026

Planning Commission Meetings:

- March 5, 2026
- March 26, 2026



OROVILLE
CALIFORNIA

Agenda Items Processed

13 **Consent Calendar**
Items Processed

20 **Regular Business**
Items Processed

5 **Public Hearing**
Items Processed

05 **Correspondence**
Items Processed

530-538-2535
1735 Montgomery Street
Oroville, CA 95965

MARCH 2026
PUBLIC RECORD REQUEST DATA

MONTHLY STATISTICS

New and Closed Requests

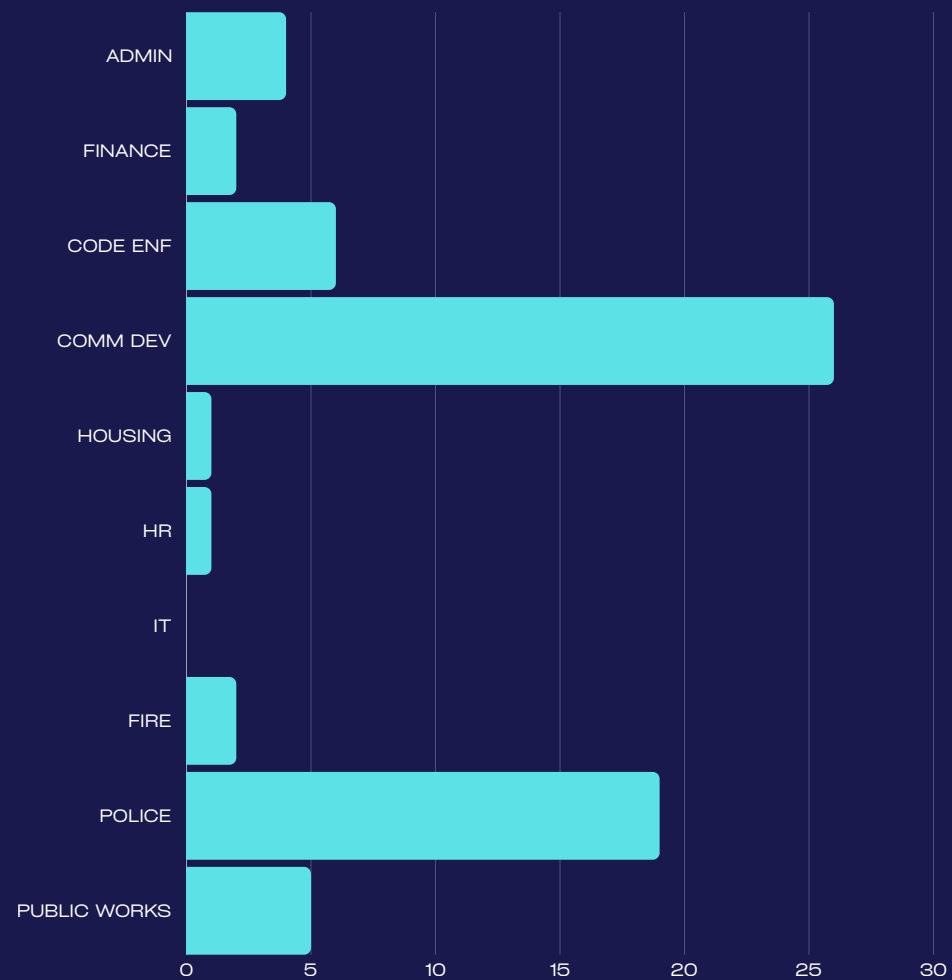
65 New Requests

49 Closed Requests

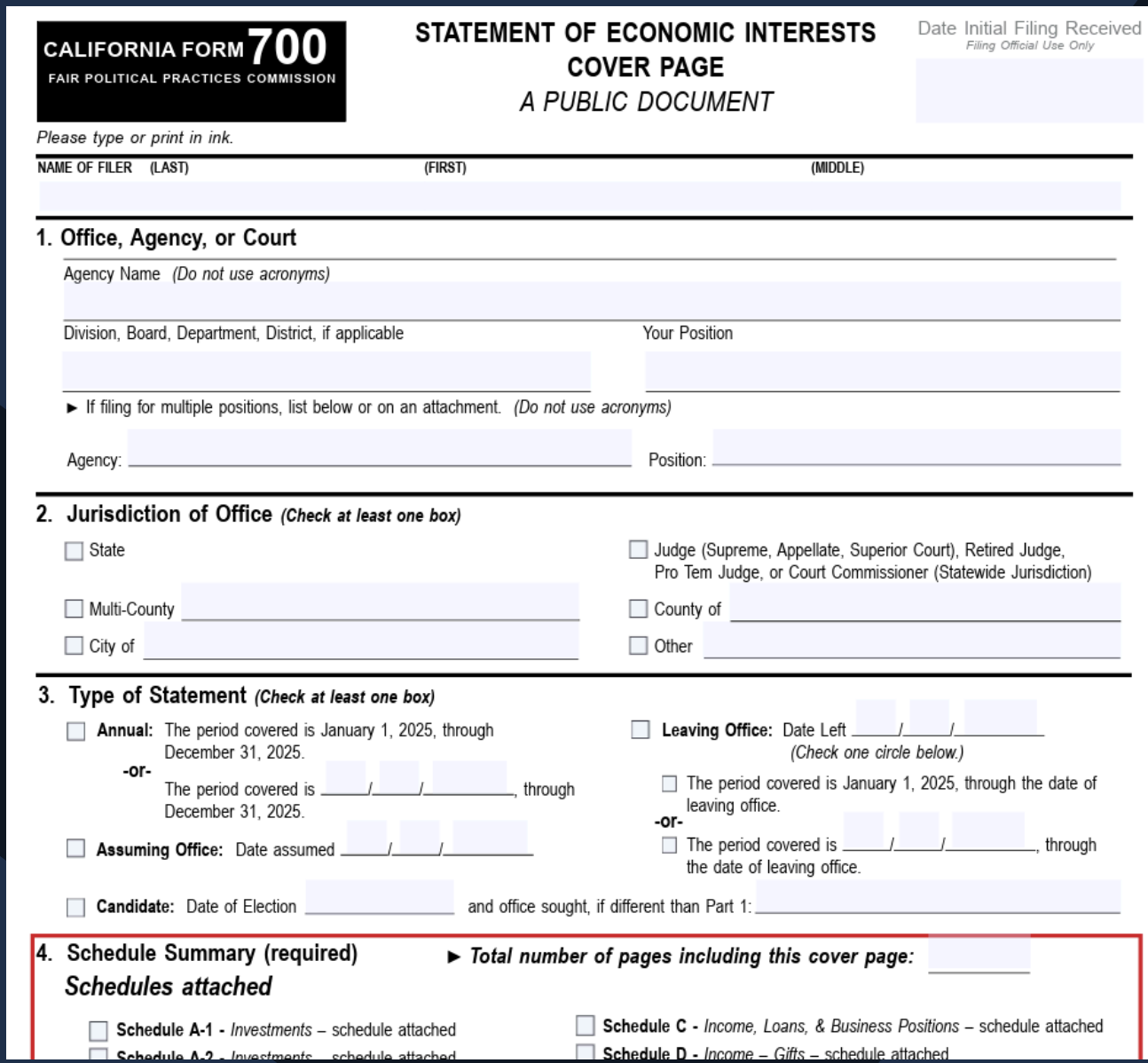
AVERAGE DAYS TO CLOSE

9 days

NEW REQUESTS BY DEPARTMENT



FPPC FILING INFORMATION



CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

STATEMENT OF ECONOMIC INTERESTS
COVER PAGE
A PUBLIC DOCUMENT

Date Initial Filing Received
Filing Official Use Only

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)

1. Office, Agency, or Court

Agency Name *(Do not use acronyms)*

Division, Board, Department, District, if applicable

Your Position

► If filing for multiple positions, list below or on an attachment. *(Do not use acronyms)*

Agency: Position:

2. Jurisdiction of Office ***(Check at least one box)***

☐ State

☐ Judge (Supreme, Appellate, Superior Court), Retired Judge, Pro Tem Judge, or Court Commissioner (Statewide Jurisdiction)

☐ Multi-County

☐ County of

☐ City of

☐ Other

3. Type of Statement ***(Check at least one box)***

☐ **Annual:** The period covered is January 1, 2025, through December 31, 2025.

-or-

The period covered is ____/____/____, through December 31, 2025.

☐ **Assuming Office:** Date assumed ____/____/____

☐ **Leaving Office:** Date Left ____/____/____
(Check one circle below.)

☐ The period covered is January 1, 2025, through the date of leaving office.

-or-

☐ The period covered is ____/____/____, through the date of leaving office.

☐ **Candidate:** Date of Election and office sought, if different than Part 1:

4. Schedule Summary (required) ► ***Total number of pages including this cover page:***

Schedules attached

☐ **Schedule A-1** - *Investments* – schedule attached

☐ **Schedule A-2** - *Investments* – schedule attached

☐ **Schedule C** - *Income, Loans, & Business Positions* – schedule attached

☐ **Schedule D** - *Income – Gifts* – schedule attached

Form 700 (Statement of Economic Interests) is required for designated public officials and employees to disclose financial interests that could present a conflict of interest. The filing promotes transparency and helps ensure compliance with California conflict-of-interest laws. The Annual Form 700 filing is due by April 1, 2026.

City Clerk's Office

CONTACT US

OROVILLE
CALIFORNIA

530-538-2535

cityclerk@cityoforoville.org

1735 Montgomery Street
Oroville, CA 95965

www.orovilleca.gov

Business Assistance and Housing Development

MARCH 2026

Loan Portfolio Balance: $50,070,267

Number of Loans	344	Loans in Default	5
Late Payment Notices	0	Late Insurance Notices	0
Feb Annual Inspections Complete	28	Annual Certs Received	233

Loans in Default-2

1. 1708 Bluffs Dr.-Notice of Default Recorded by primary mortgage on 08/20/2025. Letter sent to homeowner. Council Action requested 12/16/2025. Borrower is working with the loss mitigation with primary mortgage to reinstate this loan. Foreclosure sale date postponed 5/27/2026.
2. 58 La Crescenta-Notice of Default recorded by primary on 10/13/2025. Letter sent to homeowner with no response. This borrower is already in default of Landscape Improvement Loan. Council approved foreclosure or to negotiate a Deed in Lieu of Foreclosure 02/03/2026. No sale has been set.
3. 22 Grand Ave.-Notice of default received 3/27/2026.

Deceased Loan Holder-1

1. 2852 Gawthorne Ave-Death Notice in paper. Passed away 10/7/2025. Letter sent to Estate 12/01/2025. 2nd letter sent to widow. Probate was started and application was mailed to beneficiary to assume loan.
2. 134 Nelson Ave.-Letter sent to estate 3/20/26.

City Homes for Sale

1. 9 Midway Dr.-Sale price is set at $269,000

Loan Portfolio Analysis

Rehab Loans: 35($1,462,294)	FTHB Loans: 274($19,096,255)
Economic Development Loans: 1($158.700)	Landscape Loans: 2 ($10,812)
Housing Development: 15 ($28,396,729)	City Employee Mortgage: 7 ($236,118)

1. 1708 Bluffs Dr.-Notice of Default Recorded by primary mortgage on 08/20/2025. Letter sent to homeowner. Council Action requested 12/16/2025. Borrower is working with the loss mitigation with primary mortgage to reinstate this loan. Foreclosure sale date postponed 5/27/2026.

Lease-to-Purchase: 4($348,177)	Payoff Requests Processed (2026): 10
Loans Repaid FY -24-25: 16	Payoff Received FY 24-25: $1,231,067
Loans Repaid FY -25-26: 11	Payoff Received FY 25-26: $551,160

First Time Home Buyer Program-City Program

Applications Received: 1	Applications under Review: 1
Loans Approved: 2	Loans Closed FY 25-26: 7

First Time Home Buyer Program-County Program administered by City

Program is pending notice from the County if additional funds are being awarded.

Owner Occupied Rehabilitation

Applications Received: 0	Applications under Review: 0
Loans Approved: 0	Rehab in Process: 5
Loans Closed FY 25-26: 7	**Program on hold pending funding.**

Grants Submitted FY24-25 & FY25-26

1. 2023 HOME Investment Partnership: $500,000 for FTHB program-Awarded 4/1/2026
2. 2024 CDBG Program Income Only: $1,500,000 for FTHB program-Awarded 10/29/24.
3. 2024 CDBG General Allocation: $3,100,000 for Fire Truck, Fire Engine and Fire Equipment- Both pieces of equipment have been ordered. Awarded 10/24/2025.
4. 2024 CDBG General Allocation: $100,000 for Catalyst Domestic Violence- Awarded 10/27/2025.
5. 2024 CDBG General Allocation: $164,486 for South Oroville Drainage Feasibility Study-Awarded 10/27/20525.
6. 20-PLHA-15545 Grant Application for year 2023 of 5-year allocation $83,338: Owner-occupied Rehabilitation-awarded. Total award is $796,654.
7. 2025 HOME Investment Partnership Program Income (PI): $1,524,764 for FTHB- under review
8. 2025 CDBG General Allocation. Foothill Blvd Storm Drain Improvements $3,300,000.
9.

Current Project Highlights

1. Lincoln Street Senior Apartments-Submitted Financing package to the State with request for an extension. NTP has been issued and **under construction**
2. Veteran's Village-City released Tranche 1 on 09/25/2024 to VHDC. Plans and Specs, environmental are complete. The City solar array was built in the City easement to access the project, working with VHDC and City engineering to determine remedy. City engineer requesting PGE move some poles on site. PGE will move poles or allow an easement. VHDC will apply for 9% tax credits in late 2026 or early 2027.
3. Website update in progress

DATE: April 1, 2026
TO: STATE, CITY AND LOCAL OFFICIALS

NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S RATE INCREASE REQUEST FOR ITS ENERGY EFFICIENCY 2028 BUSINESS AND PORTFOLIO PLAN APPLICATION TO THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) A.26-03-017

What is being requested?
PG&E is requesting a revenue increase of approximately $200 million for a total of $1.46 billion in revenue for energy efficiency programs for the 2028–2031 period. That is in comparison to the current authorized amount of $1.26 billion for the current 2024–2027 period. The request would continue funding energy efficiency (EE) programs that are designed to lower overall energy costs, reduce energy bills for participating customers and improve the of high-efficiency products. The programs would also provide financial incentives to help with upfront costs of energy-saving programs along with education and training for customers and their contractors. Of the $1.46B revenue requested, PG&E's EE Portfolio budget is $909.7 million, which is $15.5 million lower than the current cycle's authorized amount. The remaining $551.6M is attributed to Regional Energy Networks and Community Choice Aggregator EE Portfolios and other fiscal agent activities directed by the CPUC which is $214.3 million higher than the current cycle's authorized amount for these activities outside of PG&E's EE programs.

Estimated increase in electric and gas rates
If approved, residential electric and gas rates for Energy Efficiency programs will increase overall from 2028 through 2031 compared to current rates. This increase will be phased in over the program years. Actual changes in rates may vary by year. Detailed rate information will be sent directly to customers in a bill insert in April 2026.

How would this impact the typical residential customer?
If the request is approved, a typical residential electric customer using 500 kWh per month would see a bill increase of approximately $0.31 per month. A typical residential gas customer using 31 therms would see a bill increase of approximately $0.13 per month. Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

Additional information
You can read more about PG&E's request and make public comment by visiting **apps.cpuc.ca.gov/c/A2603017**. For questions about participating in CPUC matters, you can contact the Public Advisor's Office at **Public.Advisor@cpuc.ca.gov**,**1-866-849-8390**, or 505 Van Ness Ave., San Francisco, CA 94102. Please reference A.26-03-017 in any communication with the CPUC.

Questions about the request
If you have questions about PG&E's request, please contact PG&E at **1-800-743-5000**. For TTY call **711**. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al **1-800-660-6789** • 詳情請致電 **1-800-893-9555.**

If you would like an electronic copy of the filing and exhibits, please write to the address below:

Pacific Gas and Electric Company
Energy Efficiency 2028 Business and Portfolio Plan Application (A.26-03-017)
P.O. Box 1018
Oakland, CA 94604-1018

Message paid for by customers.

DATE: April 13, 2026
TO: STATE, CITY AND LOCAL OFFICIALS

NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S RATE INCREASE REQUEST FOR ITS DIABLO CANYON POWER PLANT (DCPP) 2027 COST RECOVERY APPLICATION TO THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) A.26-03-031

What is being requested?
PG&E is requesting $595 million in revenue for 2027 to recover forecasted costs associated with the continued operation of DCPP. As the owner of DCPP, PG&E is allowed to collect operating costs from customers of the large electric utilities in California with no additional markup. Based on a predetermined share of each utility's allocation of statewide DCPP costs, PG&E would recover $340 million, Southern California Edison Company (SCE) would recover $208 million and San Diego Gas & Electric (SDG&E) would recover $47 million. The requested revenue reflects forecasted costs necessary to support statewide electric grid reliability and to reduce greenhouse gas emissions while DCPP continues operating.

How would this impact the typical residential customer?
The bill for a typical non-CARE bundled residential customer using 500 kWh per month would increase from $197.51 to $198.59 or 0.5%, compared to current bills. Actual impacts will vary depending on usage and the applicable Base Service Charge, if eligible.

Additional information
You can read more about PG&E's request and make public comment by visiting **apps.cpuc.ca.gov/c/A2603031**. For questions about participating in CPUC matters, you can contact the Public Advisor's Office at **Public.Advisor@cpuc.ca.gov**, **1-866-849-8390**, or 505 Van Ness Ave., San Francisco, CA 94102. Please reference A.26-03-031 in any communication with the CPUC.

Questions about the request
Detailed rate information will be sent directly to customers in a bill insert in April 2026.

If you have questions about PG&E's request, please contact PG&E at **1-800-743-5000**. For TTY, call **711**. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al **1-800-660-6789** • 詳情請致電 **1-800-893-9555.**

If you would like an electronic copy of the filing and exhibits, please write to the address below:

Pacific Gas and Electric Company
Diablo Canyon Power Plant 2027 Cost Recovery Application (**A.26-03-031**)
P.O. Box 1018
Oakland, CA 94604-1018

Message paid for by customers.