



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

May 20, 2025
REGULAR MEETING
CLOSED SESSION 3:30 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – Three cases.
2. Pursuant to Government Code Section 54957, the Council will meet with the Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. PRESENTATION BY 4TH GRADE STUDENTS FROM PLUMAS AVENUE ELEMENTARY SCHOOL

The City Council shall receive a presentation from 4th grade students at Plumas Avenue Elementary School regarding their recently completed book project.

ACTION REQUESTED -

ACCEPT FOR INFORMATION

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 3** 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 SHAREN LINDBERG UPON HER RETIREMENT

The City Council shall consider adopting a resolution recognizing and honoring Sharen Lindberg, Accounting Analyst, upon the occasion of her retirement after 25 total years of distinguished service to the City of Oroville.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9378 – A RESOLUTION RECOGNIZING SHAREN LINDBERG UPON HER RETIREMENT FROM CITY SERVICE

2. APPROVAL OF FUEL STATION PODIUM REPLACEMENT AND SOFTWARE SUBSCRIPTION

The City Council shall consider approving the purchase and ongoing software subscription for a replacement fuel station podium at the City Corporation Yard.

ACTION REQUESTED -

APPROVE THE PURCHASE AND SUBSCRIPTION OF A NEW FUEL STATION PODIUM SYSTEM USING CONTINGENCY FUND AND AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE ALL RELATED CONTRACTS AND DOCUMENTS. (5/7 VOTE REQUIRED)

3. ADOPTION OF CHANGES TO WEED ABATEMENT ORDINANCE – MUNICIPAL CODE CHAPTER 13, ARTICLE TWO, SECTIONS 13.08.170 THROUGH 13.08.240

As wildfire risks continue to grow, the safety of Oroville’s residents remains a top priority. Staff is requesting updates to the current weed abatement ordinance to strengthen fire prevention efforts and better protect our community. These updates were introduced to the Council at a Public Hearing on May 6, 2025, and focus on addressing fire hazards more effectively, with a key emphasis on establishing defensible space around homes to reduce the risk of wildfire damage.

ACTION REQUESTED -

ADOPT PROPOSED CHANGES TO ORDINANCE 1890 FOR WEED ABATEMENT WITH PROPOSED EFFECTIVE DATE OF JANUARY 1, 2026.

REGULAR BUSINESS

4. NEW BANKING PARTNERSHIP

The Council will consider changing the City's provider of banking services.

ACTION REQUESTED -

APPROVE GOLDEN VALLEY BANK AS THE CITY'S NEW BANKING PARTNER AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE ANY NECESSARY FUND TRANSFERS TO GOLDEN VALLEY BANK.

5. CONTRACT AMENDMENT; GHIRARDELLI ASSOCIATES, INC.

The City Council may consider directing staff to execute a contract amendment with Ghirardelli Associates for Construction Management services on the SR-162 ATP Pedestrian Safety and Mobility Improvement Project.

ACTION REQUESTED –

DIRECT THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT AMENDMENT NO. 1 WITH GHIRARDELLI ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES ON THE SR-162 PEDESTRIAN SAFETY AND MOBILITY PROJECT.

6. PUBLIC INPUT ON SCOPE OF WORK – GATEWAY PROJECT

The City Council shall solicit and consider input from the public on the scope of work outlined in the "Gateway" project agreement.

ACTION REQUESTED -

RECEIVE PUBLIC INPUT AND PROVIDE DIRECTION TO STAFF ON ANY PROPOSED CHANGES TO AGREEMENT.

7. NEW CONTRACT TERM WITH CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FOR FUTURE FIRE PROTECTION SERVICES

The City Council shall consider entering into either a new three-, four- or five-year contract with CAL FIRE to extend fire protection services.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9375 DIRECTING STAFF TO BRING BACK A THREE-YEAR AGREEMENT WITH CAL FIRE FOR FIRE PROTECTION SERVICES; OR

ADOPT RESOLUTION NO. 9376 DIRECTING STAFF TO BRING BACK A FOUR-YEAR AGREEMENT WITH CAL FIRE FOR FIRE PROTECTION SERVICES; OR

ADOPT RESOLUTION NO. 9377 DIRECTING STAFF TO BRING BACK A FIVE-YEAR AGREEMENT WITH CAL FIRE FOR FIRE PROTECTION SERVICES.

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

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence

i. **Business Assistance and Housing Development Monthly Report April 2025**

ii. **Hmong Veteran's Memorial Day 2025**

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on June 3, 2025 at 4:00 p.m.

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

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

Oroville

Bocce



Table Mountain Golf Course

Friday May 23, 2025

7:00 a.m. CHECK IN

8:00 a.m. SHOTGUN

Member \$40 Entry

Non Member \$80 Entry

Green Fee and Cart

Format - Four person scramble

Tees - White Tees

Games - Closest to Pin Contests

Raffle tickets will be available for purchase
on tournament day

Oroville Bocce golf tournament is
raising money to assist in building new
BOCCE BALL COURTS to be located at
Table Mountain Golf Course

☐ Participation Options

Gold Sponsor.....\$500

Tee Sign

4 Entry Fees

2 Carts



Silver Sponsor.....\$250

Tee Sign

2 Entry Fees

1 Cart



Tee Sponsor.....\$100

Tee Sign

Sponsor Name _____

Golfer 1 _____ Mem / Non Mem _____

Golfer 2 _____ Mem / Non Mem _____

Golfer 3 _____ Mem / Non Mem _____

Golfer 4 _____ Mem / Non Mem _____

Phone # _____ E-Mail _____

Payable to: Oroville Bocce - Tina Hopkins Treasurer - PO Box 382 Oroville CA 95965

any questions call Julie White (530)

552-0579



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: PRESENTATION BY 4TH GRADE STUDENTS FROM PLUMAS AVENUE
ELEMENTARY SCHOOL**

DATE: MAY 20, 2025

SUMMARY

The City Council shall receive a presentation from 4th grade students at Plumas Avenue Elementary School regarding their recently completed book project.

DISCUSSION

The 4th grade class at Plumas Avenue Elementary School, taught by Mrs. McLean, has completed a special book project showcasing their creativity, teamwork, and academic growth. The students have expressed a strong interest in sharing their work with the City Council and the broader community. This presentation would provide the students with valuable public speaking experience and an opportunity to engage with local government, while allowing the City Council to recognize and celebrate the accomplishments of local youth.

FISCAL IMPACT

None.

RECOMMENDATION

ACCEPT FOR INFORMATION

ATTACHMENTS

None.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: RESOLUTION RECOGNIZING SHAREN LINDBERG UPON HER RETIREMENT

DATE: MAY 20, 2025

SUMMARY

The City Council shall consider adopting a resolution recognizing and honoring Sharen Lindberg, Accounting Analyst, upon the occasion of her retirement after 25 total years of distinguished service to the City of Oroville.

DISCUSSION

Sharen Lindberg has demonstrated a remarkable career in public service, contributing significantly to the City of Oroville in her role as Accounting Analyst. Her employment with the City began on August 23, 1976, where she served diligently until August 7, 1989. After an accomplished career outside of City service, Sharen returned to the City on April 2, 2012, bringing with her a wealth of professional expertise and a steadfast commitment to excellence. Her second tenure, concluding on June 6, 2025, brings her total years of service to 25. Sharen has consistently exemplified dedication, professionalism, and a collaborative spirit, serving as an integral member of the Finance Department and earning the respect and admiration of her colleagues and community.

FISCAL IMPACT

None.

RECOMMENDATION

ADOPT RESOLUTION NO. 9378 – A RESOLUTION RECOGNIZING SHAREN LINDBERG UPON HER RETIREMENT FROM CITY SERVICE

ATTACHMENTS

Resolution No. 9378 – A Resolution Recognizing Sharen Lindberg Upon Her Retirement from City Service

CITY OF OROVILLE
RESOLUTION NO. 9378

A RESOLUTION OF THE CITY OF OROVILLE RECOGNIZING SHAREN LINDBERG,
ACCOUNTING ANALYST, ON THE OCCASION OF HER RETIREMENT FROM CITY
SERVICE

WHEREAS, Sharen Lindberg has faithfully and diligently served the City of Oroville in the capacity of Accounting Analyst, exemplifying professionalism, dedication, and integrity throughout her career; and

WHEREAS, Sharen Lindberg began her first tenure with the City of Oroville on August 23, 1976, and honorably served over 12 years of commendable public service during that period; and

WHEREAS, after a notable career outside of the City, Sharen returned on April 2, 2012, resuming her role with commitment and bringing with her a wealth of knowledge and experience; and

WHEREAS, her second tenure with the City will culminate on June 6, 2025, marking an additional 13 years of dedicated service and bringing her total years of service to the community to 25; and

WHEREAS, Sharen Lindberg has consistently demonstrated a strong work ethic, attention to detail, and a collaborative spirit that has made her an invaluable member of the City's Finance Department and a trusted colleague to many; and

WHEREAS, Sharen's retirement marks the conclusion of a remarkable career in municipal service, and her presence, expertise, and kindness will be greatly missed by coworkers and community members alike.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oroville does hereby recognize and extend its deepest appreciation to Sharen Lindberg for her 25 years of exemplary service and dedication to the City and wishes her a happy, healthy, and fulfilling retirement.

PASSED AND ADOPTED this 20th day of May, 2025, by the City Council of the City of Oroville by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Brian Ring, City Clerk

David Pittman, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: ALYSSA STUTZ, INTERIM DIRECTOR OF PUBLIC WORKS

RE: APPROVAL OF FUEL STATION PODIUM REPLACEMENT AND SOFTWARE SUBSCRIPTION

DATE: MAY 20, 2025

SUMMARY

The City Council shall consider approving the purchase and ongoing software subscription for a replacement fuel station podium at the City Corporation Yard.

DISCUSSION

The City's Corporation Yard operates two large fuel storage tanks—one for unleaded gasoline and one for diesel. While the fuel pumps are still functional, the existing kiosk/podium system is outdated and has been non-operational since approximately June 2024. The system is beyond its serviceable life, and replacement parts are no longer available.

Installing a new kiosk/podium system will fully restore fueling operations and include modern software to manage access, track usage, and generate reports. This upgrade is essential for maintaining operational efficiency, ensuring accountability, and meeting compliance requirements.

Since the system went down, City staff have relied on an outside vendor for fuel, but this has significantly increased costs. When factoring in temporary tank rentals and higher fuel prices, the new system is expected to pay for itself within a few months.

Additionally, fuel tank testing is scheduled for June. The tanks must be filled for this process, which aligns well with restoring the onsite fueling system.

FISCAL IMPACT

The estimated initial cost for the hardware and installation is \$30,000.00, including an annual software subscription cost of \$2,000.00. This cost was not accounted for in the FY24/25 budget and funds will need to come from Contingency.

ACTION REQUESTED -

APPROVE THE PURCHASE AND SUBSCRIPTION OF A NEW FUEL STATION PODIUM SYSTEM USING CONTINGENCY FUND AND AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE ALL RELATED CONTRACTS AND DOCUMENTS.
(5/7 VOTE REQUIRED)

ATTACHMENTS

1. Quote from Vendor



Petroleum Marketing Equipment
2190 ENTERPRISE BLVD
WEST SACRAMENTO, CA 95691-3428
US
916-371-8271

QUOTAT Item 2.

Quote Number	
1229846	
Quote Date	Page
06/24/2024	1 of 1

Quote Expires On: 06/30/2025

Bill To:

CITY OF OROVILLE
1735 MONTGOMERY ST
OROVILLE, CA 95965-4820
US

Ship To:

CITY OF OROVILLE
1275 Mitchell Ave
Oroville, CA 95965
US

Requested By: Dominic Saelee

Customer ID: 18478

Job Name			Terms	Sales Rep	Ship via	Taken By	
FUELMaster SYSTEM			COD	Dick Kiene	GROUND	KNEELY	
Line	Qty	UOM	Item ID	Item Description		Unit Price	Extended Price
1	1	EA	SYNFMU5725-F2	FMLIVE,CELL, PROKEE/PROX, AIM, 50A, 2 HS		11,409.30	11,409.30
2	2	EA	SYN256757	RESISTOR ASY, HEATSHRINK W/WIRES 8.2K		18.90	37.80
3	2	EA	SYN256838	RESISTOR, 330 OHM, 1W, 5% METAL OXIDE		0.90	1.80
4	1	EA	SYNFMMLIVE	SERVICE, ANNUAL SERVICE FEE		1,998.00	1,998.00
5	1	EA	SYNFMMLIVE-SETUP	SET UP AND ACTIVATION FEE 1 TIME FEE		700.00	700.00
6	1	EA	SYNPMLIVEBA/1+BI+CELL	SERVICE FEE, PROJECT MANAGEMENT 1 TIME		366.75	366.75
7	1	EA	SYNFMMLIVE-DB-CONSTRU CT	SERVICE FEE, DATABASE CONST AND CONV. 1		2,350.00	2,350.00
8	1	EA	SHIPPING	SHIPPING CHARGES		325.00	325.00
9	1	EA	LABOR	LABOR CHARGE		8,125.00	8,125.00

Total Lines: 9

SUB-TOTAL: 25,313.65
TAX: 1,559.91
AMOUNT DUE: \$26,873.56



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

**FROM: BRIAN RING, CITY ADMINISTRATOR
CHRIS TENNS, FIRE CHIEF
RON BELSER, CODE ENFORCEMENT DIRECTOR**

**RE: ADOPTION OF CHANGES TO WEED ABATEMENT ORDINANCE –
MUNICIPAL CODE CHAPTER 13, ARTICLE TWO, SECTIONS
13.08.170 THROUGH 13.08.240**

DATE: MAY 20, 2025

SUMMARY

As wildfire risks continue to grow, the safety of Oroville's residents remains a top priority. Staff is requesting updates to the current weed abatement ordinance to strengthen fire prevention efforts and better protect our community. These updates were introduced to the Council at a Public Hearing on May 6, 2025 and focus on addressing fire hazards more effectively, with a key emphasis on establishing defensible space around homes to reduce the risk of wildfire damage.

DISCUSSION

With the implementation of new Fire Hazard Severity Zones (FHSZs) in Local Responsibility Areas (LRAs), including within the City of Oroville, staff believes it is essential to revise the City's existing ordinance to reflect these changes. Incorporating updated language that identifies Very High, High, and Moderate fire hazard severity zones will help align the City's fire prevention efforts with the State's current risk assessment and clarify expectations for property owners. To further address the evolving nature of wildfire risk and enhance the City's fire prevention strategies, several additional updates to the ordinance are proposed. These include revised definitions to ensure terminology aligns with modern fire safety practices, making the ordinance easier for residents, landowners, and enforcement personnel to understand and apply.

Recognizing the distinct challenges posed by larger properties, the updated ordinance introduces provisions tailored to these areas, supporting more effective hazard reduction strategies. Additionally, the ordinance establishes clear guidelines for the proper disposal of vegetation, helping to ensure that flammable debris is not left in a way that increases fire risk.

Protecting our community from wildfire is a shared responsibility. These updates are a critical step in making Oroville a safer place to live and work, but lasting progress depends on all of us. By working together and staying proactive, we can reduce fire hazards and better protect our homes, neighborhoods, and each other.

These changes were initially introduced at a public hearing held at a regularly scheduled City Council meeting on May 6, 2025 and are recommended for adoption on January 1, 2026 to allow sufficient time for the completion of the current weed abatement cycle, as well as for public outreach and educational efforts.

FISCAL IMPACT

NONE

ACTION REQUESTED -

ADOPT PROPOSED CHANGES TO ORDINANCE 1890 FOR WEED ABATEMENT WITH PROPOSED EFFECTIVE DATE OF JANUARY 1, 2026.

ATTACHMENTS

DRAFT ORDINANCE – STRIKE THROUGH VERSION
DRAFT ORDINANCE 1890 – CLEAN VERSION FOR ADOPTION

City of Oroville, CA

§ 13.08.170 § 13.08.200

Article 2**Yard Waste, Weeds, MSW Recyclable Material and Organic Waste, and Rubble*****Purpose***

It is the intent of this chapter to require the owners and occupants of real property in the within the City of Oroville to maintain said properties to:

- 1. Reduce the risk of uncontrolled fires and the harm they may cause to individuals.*
- 2. Minimize the spread of any fire to other properties and buildings.*
- 3. Reduce obstructions to fire suppression efforts if a fire does occur.*
- 4. Increase the opportunity for firefighters to successfully protect lives, residences, and other valuable buildings from wildfires.*
- 5. Protect populated areas, such as metropolitan areas, suburban areas, and urban and rural subdivisions from encroaching wildfires.*
- 6. Reduce the spread of residential and other building fires into the wildland vegetation; and*
- 7. Prevent interference with fire hazard abatement activities.*

It is the duty of every owner and occupant of real property within the City of Oroville set forth in section _____ of this chapter to comply with the firebreak requirements specified in section _____ of this chapter and to prevent fire hazards from arising on, or existing upon, his or her property. A failure to comply with the mandatory duty set forth in this section by failing to prevent fire hazards from arising on, or existing upon, one's property is unlawful and punishable as a misdemeanor.

§ 13.08.170. Definitions

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- **Fire Hazard Vegetation**: Any plant or material that is highly flammable and can contribute to the spread of wildfire, including dry or dead grass, brush, and other combustible vegetation.
- **"Owner"** means the legal owner of real property fronting on any street; and as used in this chapter the singular shall include the plural, and shall include an individual, a firm, an association, a corporation, a partnership and the lessees, trustees, agents, employees, and representatives of any such owner. Proof of the assessment of any real property, the subject of this chapter, to any person or legal entity on the official assessor's rolls shall constitute prima facie evidence that such person or legal entity to whom such property is so assessed is the legal owner thereof.
- **Public street**" or **"streets"** means all roads, streets, avenues, boulevards, alleys, parkways and public rights-of-way or any portions thereof of the City.
- **"Rubble"** means any rubble, residue, structure or part or portions of a structure, remaining after the demolition or partial demolition of any building or structure in the city.
- **Defensible Space**: A buffer zone around structures where vegetation is reduced or modified to slow or stop the spread of wildfire and protect property from fire damage.
- **Fire Hazard Severity Zones (FHSZ)**: Geographic areas that have been classified based on the risk of wildfire, considering factors such as vegetation, climate, topography, and historical fire behavior. These zones are used to establish fire safety regulations for property owners.
- **Moderate Fire Hazard Severity Zone**: Areas with moderate wildfire risk, where defensible space is still important, but the vegetation management and other requirements may be less stringent compared to higher-risk zones.

- **High-Risk Fire Zone:** Areas identified as vulnerable to wildfires due to proximity to wildland areas, dry conditions, and historical fire data.
- **Very High Fire Hazard Severity Zone:** Areas where the risk of wildfire is the highest. These areas require the most stringent fire safety measures, including a large defensible space and specific management practices.
- **Fire Break:** A strip of land where vegetation has been removed or modified to slow or stop the spread of wildfire.

(Ord. 1165; Ord. 1184; Ord. 1192 § 1; Ord. 1861 § 2, 2021)

§ 13.08.180. Vegetation Removal and Maintenance

§ 13.08.180.

Fire Hazard Vegetation Abatement

- A. Every owner of real property within the City limits shall remove all fire hazard vegetation, including dry grasses, weeds, plants, and brush, from such real property and from in front of such real property from the property line thereof to the curb line of the street upon which such real property abuts, unless the vegetation is properly maintained by irrigation and or spacing as not to be conducive to fire growth and propagation. It is highly recommended to remove ornamental shrubs from the property that are flammable even when cared for. Ie: juniper bushes, etc
- B. Property owners in high and very high severity zones must maintain defensible space around all structures by removing fire hazard vegetation within a minimum of 30 feet of all buildings, fences, and other structures, or as determined by the Fire Chief.
- C. Rubble. Every owner of real property within the corporate limits of the City shall keep such real property free and clear of all rubble.
- D. Additional vegetation management shall be conducted within high and very high fire hazard severity zones around structures on the property, including areas designated for ingress and egress, to ensure adequate defensible space and access for emergency vehicles
 1. Property owners must also clear brush, dead trees, and overgrown vegetation that could potentially block access for emergency responders or fuel a fire.
 2. Vegetation should be cut to a height not exceeding 4 inches or as determined by the Fire Chief in high-risk zones. This includes all shrubs, grasses, and brush within proximity to structures and emergency access points.
 3. Remove leaves and needles from roof and rain gutters.
 4. Mature tree canopy should be no closer than 10 feet to the edge of the building, roof,

and chimney.

5. Clear plants and flammable items from under and around decks
6. Tall trees shall be pruned 6 feet from the ground or 1/3 of overall height.
7. Parcels with a fire hazard caused by excessive vegetation growth are required to establish and maintain firebreaks. The primary goal of these firebreaks is to slow or stop the spread of fire during regular summer fire season conditions. Firebreaks can consist of fire-resistant vegetation like irrigated lawns or pastures, ice plant, green ivy, and other plants approved by the Fire chief as being fire-resistant. It is essential to maintain vegetation and firebreaks in a condition that impedes the spread of fire.

Properties 1 to 5 Acres: Owners of properties measuring between 1 acre and 5 acres are required to establish and maintain a fire break around the entire perimeter of their property. This fire break must comply with all applicable fire safety codes and should include a minimum clearance zone of 10 feet, or more as necessary, depending on the property's specific conditions.

The fire break area must be cleared of all flammable vegetation and combustible materials. In certain cases, this may include clearing down to bare mineral soil. Acceptable methods for creating a compliant fire break include discing or removing annual weeds, grasses, overgrown vegetation, plant trimmings, and other obstructions that could contribute to the spread of fire.

As an alternative, property owners may choose to mow and maintain the entire lot, ensuring that all flammable vegetation is cut to a height of 4 inches or less. This option is permitted only if the property otherwise complies with applicable defensible space standards.

Fire breaks must be regularly maintained and kept effective throughout the fire season. Properties that are fully compliant with defensible space regulations may not be required to create a separate fire break.

Properties Greater Than 5 Acres: Owners of properties larger than 5 acres are required to establish a fire break around the entire perimeter of the property. In addition, these properties must include at least one internal fire break, designed to divide the property into smaller sections to help limit the spread of wildfire across large areas. Fire breaks—both perimeter and internal—must comply with applicable fire safety codes and should provide a clearance zone of at least 30 feet, or more if site-specific conditions require it. The fire breaks must be cleared of all flammable vegetation and combustible materials, and in certain cases, may need to be cleared down to bare mineral soil.

Acceptable methods for establishing fire breaks include discing or mechanical clearing, removal of annual weeds, grass, dense vegetation, trimmings, and other obstructions that could fuel a fire, and utilizing existing natural or man-made features such as rivers, creeks, riparian corridors, roads, or trails, where appropriate. All fire breaks must be maintained regularly to ensure they remain effective throughout the fire season.

Properties that are fully compliant with all applicable defensible space regulations may not be required to establish additional fire breaks.

1. Use of Livestock for Fuel Reduction: General guidelines for the use of Livestock for fuel reduction management can vary. It is acceptable to follow this guideline for fuel reduction. The standard equation for all hoofed animals will be one (1) acre of "feed" per hoofed animal or 8 to 12 goats per 5 acres. If the number of hoofed animals or goats exceeds the number of acres in said parcel the owner and occupant may be exempt.
 - a. Notwithstanding the limitations established in Section 17.12.120 of the Municipal Code, a temporary exemption shall apply to livestock used exclusively for fuel reduction purposes on private property between April 1 and June 15 each year as follows:
 - i. The number of animals temporarily exceeds the parcel's standard animal allowance only for the duration necessary to complete the fuel reduction activity but in no instance shall exceed either of: one (1) hoofed animal per one (1) acre of usable forage area (e.g. horse, cow, sheep) or up to 12 goats per five (5) acres;
 - ii. The animals shall be removed promptly (within 48 hours) upon completion of the fuel reduction activity or by June 15, whichever comes first;
 - iii. Livestock must be adequately confined and managed to prevent off-site impacts, including nuisance odors, noise, waste runoff, or damage to neighboring properties;
 - iv. The temporary exemption does not authorize permanent keeping or boarding of livestock in excess of allowable limits;
 - v. The City may require a property owner to submit a vegetation management plan or obtain a temporary permit if the use is expected to exceed ten (10) days or involves more than 20 animals in total.
2. For travel ways entering and exiting the property, clear and maintain vegetation down to 4 inches or less, creating a buffer zone of at least 10 on both sides, and trim all overhanging tree branches to a minimum height of 14 feet to allow access for emergency vehicles.
3. It is not permitted to allow an accumulation of combustible material, dead or dying trees, or green waste on an unimproved parcel's property line when it encroaches on the 100-foot defensible space requirements of a structure or building on the adjacent property.

Community Education

- Educational Campaign: The City will launch an educational campaign to help homeowners understand how to create defensible space, manage fire risk, and comply with the ordinance. This could include workshops, online resources, and community outreach.

(Ord. 1165; Ord. 1184; Ord. 1861 § 2, 2021)
§ 13.08.190. Disposal of Removed Vegetation and Waste

Upon removal, such yard waste, grass, weeds, plants, MSW, recyclable material and organic waste and rubble shall not be placed, deposited, or dumped in the public streets; or placed, deposited, or dumped between the property line and the curb line.

Proper Disposal Methods:

1. Chipping: Materials may be chipped and used as mulch on-site if safe and permissible.
2. Removal: Materials must be hauled to a designated disposal or composting site.
3. Burning: Only allowed under specific, controlled conditions and with a valid burn permit from the fire department and/or local authorities, to avoid contributing to fire risk.

(Ord. 1165; Ord. 1184; Ord. 1861 § 2, 2021)
§ 13.08.200. Notice to remove Vegetation

Publication. The fire chief shall cause to be published two notices in the Oroville Mercury Register between April 1st and 20th, which notices shall in each publication provide as follows:

NOTICE TO ALL PROPERTY OWNERS IN THE OROVILLE CITY LIMITS TO REMOVE YARD WASTE, GRASS, WEEDS OR PLANTS, MSW, RECYCLABLE MATERIAL AND ORGANIC WASTE AND RUBBLE PRIOR TO JUNE 15th OF EACH YEAR.

All owners of land in the City limits of the City of Oroville are hereby notified to remove or destroy all yard waste, grass, weeds, or plants, MSW, Recyclable Material and Organic Waste and rubble thereon prior to June 15th. ADMINISTRATIVE CITATIONS WILL BE ISSUED pursuant to City Ordinance No. 1717 for violations thereof against all property owners failing to comply with this notice.

FIRE CHIEF, City of Oroville, by direction of the City Council

Failure to Comply

1. Upon the failure of the owner of any real property in the City to remove or destroy such yard waste, grass, weeds, or plants, or remove such MSW, recyclable material, organic waste, and rubble from such real property, or to remove or destroy such yard waste, grass, weeds or plants, or to remove such MSW, recyclable material, organic waste, or rubble from in front of such real property from the property line thereof to the curb line of the street upon which such real property abuts, such owner shall be given notice by the fire chief of the City to remove or destroy the same within a period of 10 days. Such notice shall be in writing or printed and shall be dated. The fire chief shall mail written notices in substantially the same form as provided in subsection C of this section; except, that the fire chief shall sign such notice that is to be mailed to the owner to whom the real property is assessed on the last equalized assessment roll, and that is to be mailed to the address shown on the assessment roll.
2. Before the end of the period mentioned in such notice, the owner, if he or she has any objection thereto, may file with the City clerk a protest in writing setting forth the legal and factual reasons on which the objection to such notice of proposed removal or destruction is based. If, at the end of such period mentioned in such notice, such owner has failed to comply with the notice; and if he or she has failed to file a written protest with the City clerk, a citation shall be issued and duly served upon such owner for violation of this chapter. If a written protest is filed with the City clerk, and if the City clerk or the fire chief believes the protest to be without merit, then the written protest shall be referred to the City council for a hearing and decision thereon. The City council may hear the protest at a regular or special meeting, and the City clerk shall mail, at least 7 days before the hearing, a notice of the date and time of the hearing before the City council, to the owner who has filed a written protest of the proposed removal. If the City council finds the written protest and the oral testimony, if any, without merit and overrules the protest, then the City clerk shall mail to the owner a notice giving the substance of the decision of the City council, and then if the owner does not him or herself at his or her own expense make the removal within 5 days thereafter, a citation shall be duly issued and served upon such owner for the violation of this chapter.

NOTICE TO DESTROY OR REMOVE YARD WASTE, GRASS, WEEDS OR PLANTS,
AND REMOVE MSW, RECYCLABLE MATERIAL, ORGANIC WASTE AND
RUBBLE.

Notice is hereby given that the noxious and dangerous grass, weeds or plants growing upon or in front of this property, or the MSW, Recyclable Material Organic Waste and rubble upon, or in front of this property, or the rubble upon this property, constitute a public nuisance which must be abated within_____ days of the date hereof by the destruction or removal of said Yard Waste, Grass, Weeds or Plants, or to remove such MSW, Recyclable Material, Organic Waste or Rubble. Upon your failure to comply with this notice, an administrative citation will be duly issued and served upon you. IT WILL BE THE POLICY OF THE CITY OF OROVILLE NOT TO DISMISS CITATIONS FOR COMPLIANCE AFTER JUNE 15th. FAILURE TO COMPLY WILL RESULT IN ADDITIONAL CITATION(S) OR FINE(S). If you object to this proposed destruction and removal of Yard Waste, Grass, Weeds or Plants, or to remove such MSW, Recyclable Material, Organic Waste or Rubble, you are hereby notified to file with the City Clerk within 10 days of the date hereof a written protest setting forth the legal and factual reasons upon which the objection is based.

A brief official or City Assessment description of the premises is as follows:

A.P. # _____

DATED _____

Fire Chief, City of Oroville, by direction of the City Council

(Ord. 1165; Ord. 1184; Ord. 1717 §§ 1, 2; Ord. 1861 § 2, 2021)

§ 13.08.210. Right of entry of certain officials

The fire chief, his or her assistants and deputies, City employees or other public official designated by the City council may enter upon private property to perform the duties imposed by this chapter.

(Ord. 1165; Ord. 1184; Ord. 1861 § 2, 2021)

13.08.220. Costs of removal to be lien against property

Upon completion of the work of destruction or removal of yard waste, grass, weeds or plants, or to remove such MSW, recyclable material, organic waste or rubble by the City, the fire chief shall notify the City clerk that such work has been completed and shall, in writing, inform the City clerk of the cost of performing the same, and the City clerk shall in turn notify the owner of the real property in writing of the cost of such work. If the owner fails or refuses to pay to the City the amount of cost of such work within a period of 30 days from the date of such notice, then the City clerk shall record in a book to be kept for that purpose the name of the owner of the property, a description of the property sufficient for identification, and the amount of the charges against such real property for doing the work, removal or destruction of yard waste, grass, weeds or plants, or to remove such MSW, recyclable material, organic waste or rubble from such property. From and after the date that such entry is so made, the amount charged against such real property, which amount shall include the cost of removing the yard waste, grass, weeds or plants, or to remove such MSW, recyclable material, organic waste or rubble from in front of such real property from the property line thereof to the curb line of the street upon which such real property abuts, shall constitute a special assessment against such real property which has been described in the posted notice, and shall be a lien against such real property; and the amount of such special assessment shall be added to the next regular bill for taxes levied against such real property for municipal purposes.

(Ord. 1165; Ord. 1184; Ord. 1861 § 2, 2021)

§ 13.08.230. Collection of assessment

The amount of the assessment shall be collected at the time and in the manner ordinary municipal taxes are collected. If delinquent, the amount is subject to the same penalties and the same procedure of foreclosure and sale provided for in ordinary municipal taxes.

(Ord. 1165; Ord. 1184; Ord. 1861 § 2, 2021)

§ 13.08.240. Refunds

The City council may order refunded all or part of a special assessment paid pursuant to this chapter if it finds that all or part of the special assessment has been erroneously levied. A special assessment or portion thereof shall not be refunded unless a claim is filed with the City clerk on or before March 1st after the special assessment became due and payable. The claim shall be verified by the owner who paid the tax, or his/her guardian, executor, administrator, assignee, or successor in interest.

City of Oroville, CA

§ 13.08.170 § 13.08.200

Article 2**Yard Waste, Weeds, MSW Recyclable Material and Organic Waste, and Rubble*****Purpose***

It is the intent of this chapter to require the owners and occupants of real property in the within the City of Oroville to maintain said properties to:

- 1. Reduce the risk of uncontrolled fires and the harm they may cause to individuals.*
- 2. Minimize the spread of any fire to other properties and buildings.*
- 3. Reduce obstructions to fire suppression efforts if a fire does occur.*
- 4. Increase the opportunity for firefighters to successfully protect lives, residences, and other valuable buildings from wildfires.*
- 5. Protect populated areas, such as metropolitan areas, suburban areas, and urban and rural subdivisions from encroaching wildfires.*
- 6. Reduce the spread of residential and other building fires into the wildland vegetation; and*
- 7. Prevent interference with fire hazard abatement activities.*

It is the duty of every owner and occupant of real property within the City of Oroville set forth in section _____ of this chapter to comply with the firebreak requirements specified in section _____ of this chapter and to prevent fire hazards from arising on, or existing upon, his or her property. A failure to comply with the mandatory duty set forth in this section by failing to prevent fire hazards from arising on, or existing upon, one's property is unlawful and punishable as a misdemeanor.

§ 13.08.170. Definitions

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- ~~"Grass," "weeds" or "plants" means grass, weeds, or plants which when mature will attain such a large growth as to become a fire menace when dry, or which are otherwise noxious or dangerous.~~
- **Fire Hazard Vegetation:** Any plant or material that is highly flammable and can contribute to the spread of wildfire, including dry or dead grass, brush, and other combustible vegetation.
- **"Owner"** means the legal owner of real property fronting on any street; and as used in this chapter the singular shall include the plural, and shall include an individual, a firm, an association, a corporation, a partnership and the lessees, trustees, agents, employees, and representatives of any such owner. Proof of the assessment of any real property, the subject of this chapter, to any person or legal entity on the official assessor's rolls shall constitute prima facie evidence that such person or legal entity to whom such property is so assessed is the legal owner thereof.
- **"Public street" or "streets"** means all roads, streets, avenues, boulevards, alleys, parkways and public rights-of-way or any portions thereof of the City.
- **"Rubble"** means any rubble, residue, structure or part or portions of a structure, remaining after the demolition or partial demolition of any building or structure in the city.
- **Defensible Space:** A buffer zone around structures where vegetation is reduced or modified to slow or stop the spread of wildfire and protect property from fire damage.
- **Fire Hazard Severity Zones (FHSZ):** Geographic areas that have been classified based on the risk of wildfire, considering factors such as vegetation, climate, topography, and historical fire behavior. These zones are used to establish fire safety regulations for property owners.
- **Moderate Fire Hazard Severity Zone:** Areas with moderate wildfire risk, where defensible space is still important, but the vegetation management and other requirements may be less stringent compared to higher-risk zones.

- **High-Risk Fire Zone:** Areas identified as vulnerable to wildfires due to proximity to wildland areas, dry conditions, and historical fire data.
- **Very High Fire Hazard Severity Zone:** Areas where the risk of wildfire is the highest. These areas require the most stringent fire safety measures, including a large defensible space and specific management practices.
- **Fire Break:** A strip of land where vegetation has been removed or modified to slow or stop the spread of wildfire.

(Ord. 1165; Ord. 1184; Ord. 1192 § 1; Ord. 1861 § 2, 2021)

§ 13.08.180. **Vegetation Removal and Maintenance**

§ 13.08.180.

Removal

Fire Hazard Vegetation Abatement

- A. ~~Yard Waste and Weeds Etc. Every owner of real property within the corporate limits of the City shall remove and destroy all grass, weeds or plants as defined in Section. 13.08.170 from such real property and from in front of such real property from the property line thereof to the curb line of the street upon which such real property abuts.~~ Every owner of real property within the City limits shall remove all fire hazard vegetation, including dry grasses, weeds, plants, and brush, from such real property and from in front of such real property from the property line thereof to the curb line of the street upon which such real property abuts, unless the vegetation is properly maintained by irrigation and or spacing as not to be conducive to fire growth and propagation. It is highly recommended to remove ornamental shrubs from the property that are flammable even when cared for. Ie: juniper bushes, etc
- B. ~~MSW, Recyclable Material, Organic Waste and Rubble. Every owner of real property within the corporate limits of the city shall keep such real property, and the real property in front of the same from the property line thereof to the curb line of the street upon which such real property abuts, free and clear of all MSW, recyclable material, organic waste, and rubble.~~ Property owners in high and very high severity zones must maintain defensible space around all structures by removing fire hazard vegetation within a minimum of 30 feet of all buildings, fences, and other structures, or as determined by the Fire Chief

- C. Rubble. Every owner of real property within the corporate limits of the City shall keep such real property free and clear of all rubble.
- D. Additional vegetation management shall be conducted within high and very high fire hazard severity zones around structures on the property, including areas designated for ingress and egress, to ensure adequate defensible space and access for emergency vehicles
1. Property owners must also clear brush, dead trees, and overgrown vegetation that could potentially block access for emergency responders or fuel a fire.
 2. Vegetation should be cut to a height not exceeding 4 inches or as determined by the Fire Chief in high-risk zones. This includes all shrubs, grasses, and brush within proximity to structures and emergency access points.
 3. Remove leaves and needles from roof and rain gutters.
 4. Mature tree canopy should be no closer than 10 feet to the edge of the building, roof, and chimney.
 5. Clear plants and flammable items from under and around decks
 6. Tall trees shall be pruned 6 feet from the ground or 1/3 of overall height.
 7. Parcels with a fire hazard caused by excessive vegetation growth, are required to establish and maintain firebreaks. The primary goal of these firebreaks is to slow or stop the spread of fire during regular summer fire season conditions. Firebreaks can consist of fire-resistant vegetation like irrigated lawns or pastures, ice plant, green ivy, and other plants approved by the Fire chief as being fire-resistant. It is essential to maintain vegetation and firebreaks in a condition that impedes the spread of fire.

Properties 1 to 5 Acres: Owners of properties measuring between 1 acre and 5 acres are required to establish and maintain a fire break around the entire perimeter of their property. This fire break must comply with all applicable fire safety codes and should include a minimum clearance zone of 10 feet, or more as necessary, depending on the property's specific conditions.

The fire break area must be cleared of all flammable vegetation and combustible materials. In certain cases, this may include clearing down to bare mineral soil. Acceptable methods for creating a compliant fire break include discing or removing annual weeds, grasses, overgrown vegetation, plant trimmings, and other obstructions that could contribute to the spread of fire.

As an alternative, property owners may choose to mow and maintain the entire lot, ensuring that all flammable vegetation is cut to a height of 4 inches or less. This option is permitted only if the property otherwise complies with applicable defensible space standards.

Fire breaks must be regularly maintained and kept effective throughout the fire season. Properties that are fully compliant with defensible space regulations may not be required to create a separate fire break.

Properties Greater Than 5 Acres: Owners of properties larger than 5 acres are required to establish a fire break around the entire perimeter of the property. In addition, these properties must include at least one internal fire break, designed to divide the property into smaller sections to help limit the spread of wildfire across large areas. Fire breaks—both perimeter and internal—must comply with applicable fire safety codes and should provide a clearance zone of at least 30 feet, or more if site-specific conditions require it. The fire breaks must be cleared of all flammable vegetation and combustible materials, and in certain cases, may need to be cleared down to bare mineral soil.

Acceptable methods for establishing fire breaks include discing or mechanical clearing, removal of annual weeds, grass, dense vegetation, trimmings, and other obstructions that could fuel a fire, and utilizing existing natural or man-made features such as rivers, creeks, riparian corridors, roads, or trails, where appropriate. All fire breaks must be maintained regularly to ensure they remain effective throughout the fire season.

Properties that are fully compliant with all applicable defensible space regulations may not be required to establish additional fire breaks.

1. Use of Livestock for Fuel Reduction: General guidelines for the use of Livestock for fuel reduction management can vary. It is acceptable to follow this guideline for fuel reduction. The standard equation for all hoofed animals will be one (1) acre of "feed" per hoofed animal or 8 to 12 goats per 5 acres. If the number of hoofed animals or goats exceeds the number of acres in said parcel the owner and occupant may be exempt.
 - a. Notwithstanding the limitations established in Section 17.12.120 of the Municipal Code, a temporary exemption shall apply to livestock used exclusively for fuel reduction purposes on private property between April 1 and June 15 each year as follows:
 - i. The number of animals temporarily exceeds the parcel's standard animal allowance only for the duration necessary to complete the fuel reduction activity but in no instance shall exceed either of: one (1)

- hoofed animal per one (1) acre of usable forage area (e.g. horse, cow, sheep) or up to 12 goats per five (5) acres;
- ii. The animals shall be removed promptly (within 48 hours) upon completion of the fuel reduction activity or by June 15, whichever comes first;
 - iii. Livestock must be adequately confined and managed to prevent off-site impacts, including nuisance odors, noise, waste runoff, or damage to neighboring properties;
 - iv. The temporary exemption does not authorize permanent keeping or boarding of livestock in excess of allowable limits;
 - v. The City may require a property owner to submit a vegetation management plan or obtain a temporary permit if the use is expected to exceed ten (10) days or involves more than 20 animals in total.
- 2. For travel ways entering and exiting the property, clear and maintain vegetation down to 4 inches or less, creating a buffer zone of at least 10 on both sides, and trim all overhanging tree branches to a minimum height of 14 feet to allow access for emergency vehicles.
 - 3. It is not permitted to allow an accumulation of combustible material, dead or dying trees, or green waste on an unimproved parcel's property line when it encroaches on the 100-foot defensible space requirements of a structure or building on the adjacent property.

Community Education

- Educational Campaign: The City will launch an educational campaign to help homeowners understand how to create defensible space, manage fire risk, and comply with the ordinance. This could include workshops, online resources, and community outreach.

(Ord. 1165; Ord. 1184; Ord. 1861 § 2, 2021)
§ 13.08.190. Disposal of Removed Vegetation and Waste

Upon removal, such yard waste, grass, weeds, plants, MSW, recyclable material and organic waste and rubble shall not be placed, deposited, or dumped in the public streets; or placed, deposited, or dumped between the property line and the curb line.

Proper Disposal Methods:

1. Chipping: Materials may be chipped and used as mulch on-site if safe and permissible.
2. Removal: Materials must be hauled to a designated disposal or composting site.
3. Burning: Only allowed under specific, controlled conditions and with a valid burn permit from the fire department and/or local authorities, to avoid contributing to fire risk.

(Ord. 1165; Ord. 1184; Ord. 1861 § 2, 2021)
§ 13.08.200. Notice to remove Vegetation

Publication. The fire chief shall cause to be published two notices in the Oroville Mercury Register between April 1st and 20th, which notices shall in each publication provide as follows:

NOTICE TO ALL PROPERTY OWNERS IN THE OROVILLE CITY LIMITS TO REMOVE YARD WASTE, GRASS, WEEDS OR PLANTS, MSW, RECYCLABLE MATERIAL AND ORGANIC WASTE AND RUBBLE PRIOR TO JUNE 15th OF EACH YEAR.

All owners of land in the City limits of the City of Oroville are hereby notified to remove or destroy all yard waste, grass, weeds, or plants, MSW, Recyclable Material and Organic Waste and rubble thereon prior to June 15th. ADMINISTRATIVE CITATIONS WILL BE ISSUED pursuant to City Ordinance No. 1717 for violations thereof against all property owners failing to comply with this notice.

FIRE CHIEF, City of Oroville, by direction of the City Council

Failure to Comply

1. Upon the failure of the owner of any real property in the City to remove or destroy such yard waste, grass, weeds, or plants, or remove such MSW, recyclable material, organic waste, and rubble from such real property, or to remove or destroy such yard waste, grass, weeds or plants, or to remove such MSW, recyclable material, organic waste, or rubble from in front of such real property from the property line thereof to the curb line of the street upon which such real property abuts, such owner shall be given notice by the fire chief of the City to remove or destroy the same within a period of 10 days. Such notice shall be in writing or printed and shall be dated. The fire chief shall mail written notices in substantially the same form as provided in subsection C of this section; except, that the fire chief shall sign such notice that is to be mailed to the owner to whom the real property is assessed on the last equalized assessment roll, and that is to be mailed to the address shown on the assessment roll.
2. Before the end of the period mentioned in such notice, the owner, if he or she has any objection thereto, may file with the City clerk a protest in writing setting forth the legal and factual reasons on which the objection to such notice of proposed removal or destruction is based. If, at the end of such period mentioned in such notice, such owner has failed to comply with the notice; and if he or she has failed to file a written protest with the City clerk, a citation shall be issued and duly served upon such owner for violation of this chapter. If a written protest is filed with the City clerk, and if the City clerk or the fire chief believes the protest to be without merit, then the written protest shall be referred to the City council for a hearing and decision thereon. The City council may hear the protest at a regular or special meeting, and the City clerk shall mail, at least 7 days before the hearing, a notice of the date and time of the hearing before the City council, to the owner who has filed a written protest of the proposed removal. If the City council finds the written protest and the oral testimony, if any, without merit and overrules the protest, then the City clerk shall mail to the owner a notice giving the substance of the decision of the City council, and then if the owner does not him or herself at his or her own expense make the removal within 5 days thereafter, a citation shall be duly issued and served upon such owner for the violation of this chapter.

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AND REMOVE MSW, RECYCLABLE MATERIAL, ORGANIC WASTE AND
RUBBLE.**

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DATED _____

Fire Chief, City of Oroville, by direction of the City Council

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CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES

RE: NEW BANKING PARTNERSHIP

DATE: MAY 20, 2025

SUMMARY

The Council will consider changing the City's provider of banking services.

DISCUSSION

Our current banking services provider, BMO bank, has been our partner since 2014. Prior to that the City banked with Bank of America.

For a variety of reasons, staff felt it was time to review all local banking options for the City.

The primary objectives for selecting a new banking partner include:

- Excellent customer service
- Competitive fees and pricing structure
- Advanced technological capabilities (e.g., online banking, mobile apps, fraud protection)
- Support for growth and future business expansion

Strong customer support and relationship management were focal points in the RFP process.

Timeline:

The City solicited proposals for banking services by using an informal RFP that consisted of sending a letter (April 8, 2025) to all local banks (7 total) requesting a proposal for the City's banking needs. Four banks responded and three were considered.

Evaluation Criteria:

The proposals were evaluated based on the following minimum qualifications criteria:

- ACH & Wire Transfer Services
The City currently generates incoming and outgoing wire transfers and ACH transactions.
- Online Banking Services
A reliable and easy to use online banking portal is essential.
- Standard Check Services
Standard check services are required to include payment of all checks upon presentation.
- Standard Deposit Services
The bank must guarantee immediate credit on all incoming wire transfers and checks upon receipt.
- Reporting and Account Analysis
Monthly account analysis reports must be provided by the bank on a timely basis.
- Account Representative
A bank representative must be assigned to the account to coordinate the account services and expedite the solution to any problem. Stipulate the name and a brief biography of the account representative to be assigned to the City's account.
- Direct Deposit
The City utilizes direct deposit for payroll. Describe the requirements and deadlines for ACH transactions for Direct Deposit.
- Stop Payments
Include a statement on the bank's stop payment process on an automated or manual basis.
- Credit Card Payments
The City uses a third-party credit card company (Tyler Technologies) for transactions and are processed through them and then deposited into our account.
- Bank Statements
Statements shall be rendered within 3 days after the close of the calendar month. The statement shall include debits and credits made through the last day of the period and the detailed items.

Evaluation of Proposals:

The Finance Department's entire team participated in evaluating the proposals, participated in a demo with the banks, and took a quick trip to visit the responding banks. Additional considerations were an easy-to-use web portal, having an assigned local representative, no bank charges and good easy to use online banking services.

Key Observations:

The selected bank received a score of 126 points; second place was 108 points and third was 106 points.

Final Recommendation:

Based on the evaluation, we recommend selecting Golden Valley Bank as the new banking partner.

Reasons for Recommendation:

- **Cost-Effective:** Golden Valley offers competitive pricing and the best overall value for our needs.
- **Comprehensive Services:** Their range of services meets all our requirements.
- **Technology & Digital Tools:** Golden Valleys digital banking platform is intuitive, secure, and supports our need for real-time financial reporting and automated payments.
- **Customer Support:** Their customer service is top-notch, with 24/7 support and dedicated relationship managers.

Next Steps:

Outline the next steps for transitioning to the new bank and the implementation plan.

- **Contract Negotiation:**
Negotiate the final terms of the agreement with Golden Valley, including service fees, service level agreements (SLAs), and account management.
- **Transition Plan:**
Develop a transition plan to ensure a smooth switch from the current bank to [Bank Name]. This includes setting up new accounts, training staff in the new systems, and ensuring continuity of operations.
- **Communication:**
Inform internal stakeholders and external partners (e.g., vendors, payroll providers) about the change in banking arrangements.
- **Implementation:**
Begin the implementation of the banking services as soon as possible by transferring an initial deposit from our current bank ensuring all systems are in place, as gradually phasing out usage in our old bank. It will take some time as several vendors and payors are signed up for electronic banking.

Financial Implications:

By maintaining an average minimum balance the City will not experience any charges. The City currently don't pay any bank charges and intend to continue this.

Conclusion:

In conclusion, after thorough evaluation, staff believe that selecting Golden Valley Bank as the City's new banking partner is in the best interest of the organization. Their services, cost structure, and technological capabilities align with our goals, and staff are confident that this partnership will help us meet the City's future financial objectives.

FISCAL IMPACT

None.

RECOMMENDATION

Approve Golden Valley Bank as the City's new banking partner and authorize the Finance Director to make any necessary fund transfers to Golden Valley Bank.

ATTACHMENTS

Bank informal RFP Letter

April 8, 2025

RE: Informal request for proposal for banking services

Introduction

The City of Oroville is seeking informal proposals for banking services. The City is looking for a banking partner to provide us with supportive banking services. The City of Oroville provides a broad range of services including police and fire protection, construction and maintenance of streets, sewer, and infrastructure, community development, housing activities, a municipal airport, golf course and general administrative services.

The City utilizes one Operating account and one inactive HRA account.

Minimum qualifications

- ACH & Wire Transfer Services
The City currently generates incoming and outgoing wire transfers and ACH transactions.
- Online Banking Services
A reliable and easy to use online banking portal is essential.
- Standard Check Services
Standard check services are required to include payment of all checks upon presentation.
- Standard Deposit Services
The bank must guarantee immediate credit on all incoming wire transfers and checks upon receipt.
- Reporting and Account Analysis
Monthly account analysis reports must be provided by the bank on a timely basis.
- Account Representative
A bank representative must be assigned to the account to coordinate the account services and expedite the solution to any problem. Stipulate the name and a brief biography of the account representative to be assigned to the City's account.
- Direct Deposit
The City utilizes direct deposit for payroll. Describe the requirements and deadlines for ACH transactions for Direct Deposit.

- Stop Payments
Include a statement on the bank's stop payment process on an automated or manual basis.
- Credit Card Payments
The City uses a third-party credit card company (Tyler Technologies) for transactions and are processed through them and then deposited into our account.
- Bank Statements
Statements shall be rendered within 3 days after the close of the calendar month. The statement shall include debits and credits made through the last day of the period and the detailed items.

Contract Terms

The City is seeking a five-year contract with an option to extend. The contract shall provide that the City reserves the right to cancel any contract or agreement at any time upon ninety (90) days prior written notice.

Minimum Balance and fees

Please specify if there is a minimum balance needed to maintain an account. Include a detail of bank fees for various services.

Proposal submission instructions

- Any standard reply format will be accepted. Each proposal must include a response to the minimum qualifications listed above.
- Electronic responses are encouraged. Written responses will be accepted and directed to the Finance Director, Ruth Duncan 1735 Montgomery Street, Oroville, CA 95965, no later than April 25, 2025.

Award of bid and service initiation

The contract will be awarded to the bank whose proposal conforms to the specifications that best fits the City's needs and are the most advantageous and cost effective to the City. The contract is expected to be awarded May 6th, 2025 by approval of the Governing City Council during the regular scheduled meeting at 4pm.

Questions

Questions can be directed to:

Ruth Duncan

530-538-2413 or

rduncan@cityoforoville.

Sincerely,

Ruth Duncan
Finance Director
City of Oroville



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND COUNCIL MEMBERS

FROM: ALYSSA STUTZ, INTERIM DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER

RE: CONTRACT AMENDMENT; GHIRARDELLI ASSOCIATES, INC.

DATE: MAY 20, 2025

SUMMARY

The Council may direct staff to execute a contract amendment with Ghirardelli Associates for Construction Management services on the SR-162 ATP Pedestrian Safety and Mobility Improvement Project.

DISCUSSION

City Staff advertised a Request for Proposals (RFP) for Construction Management Services for the SR-162 ATP Pedestrian Safety and Mobility Improvement Project on March 20, 2023, and closed on May 5, 2023. The City received one proposal from Ghirardelli Associates, Inc at \$913,191.30.

In June 2023, City Council authorized the City Administrator to execute a contract with Ghirardelli Associates for construction management services for the SR-162 Active Transport Program Pedestrian Safety and Mobility Project, which is now complete. Ghirardelli Associates have overseen all construction administration, construction inspections, material testing, as well as working alongside the city to bring this project to completion. During the course of the construction, numerous changes have occurred which have increased the time and effort necessary to manage the project such as:

- Cost estimate based on 186 days, currently at 258 days
- Cost estimate based on only two intersections of night work vs. entire project
- 61 RFIs leading to several large design changes

Ghirardelli Associates have requested an amendment to the contract of \$80,000 (8.7% contract increase) to cover the additional costs.

FISCAL IMPACT

The funds in the amount of \$80,000 will come from the Capital Improvement Projects Fund.

RECOMMENDATION

Staff recommends that the Council direct the City Administrator to execute a Contract Amendment No. 1 with Ghirardelli Associates, Inc. for Construction Management Services on the SR-162 Pedestrian Safety and Mobility Project.

ATTACHMENTS

Services Agreement Amendment

Original Agreement No. 3461

**AMENDMENT TO PROJECT CONTRACT AGREEMENT NO. 3461
FOR PROJECT CONTRACT BETWEEN THE CITY OF OROVILLE
AND GHIRARDELLI ASSOCIATES.**

(Amendment No. 1)

This Amendment dated May 20, 2025, is to the Project Contract Agreement No. 3461 between the City of Oroville ("City") and Ghirardelli Associates. ("Contractor").

A copy of Contract Agreement No. 3461 is attached as Attachment A.

In consideration of the terms and conditions herein, City and Contractor agree that Agreement No. 3461 shall be amended as follows:

1. The second sentence in Section 2.0 shall be amended to say "Consultant's total compensation for performing the Services may not exceed \$993,191.30 without prior written authorization from the City."
2. Conflicts between the Agreement and any previous amendment to the Agreement shall be controlled by this amendment. All other provisions within Agreement No. 3461 as amended shall remain in full force effect.

CITY OF OROVILLE

GHIRARDELLI ASSOCATES

David Pittman, Mayor

By: Randall Bruner

ATTEST:

APPROVED AS TO FORM:

Brian Ring, City Clerk

David Ritchie, Assistant City Attorney

SERVICES AGREEMENT (PROFESSIONAL SERVICES)

Construction Management Services

City Agreement No. 3461

This Services Agreement (Professional Services) for Construction Management Services (“**Agreement**”) by and between the City of Oroville, a California charter city (“**City**”), and **Ghirardelli Associates, Inc.** (“**Consultant**”), is effective on the Effective Date identified on the signature page.

RECITALS

A. The City desires to obtain the services more particularly described in this Agreement and Exhibit “A,” and generally including Construction management services.

B. On March 20, 2023, the City issued a request for proposals for Construction Management Services, and on May 5, 2023, the Consultant submitted a proposal demonstrating the Consultant’s qualifications and experiences to provide such services.

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

1. SCOPE OF SERVICES.

1.1. Services. Consultant, acting in its capacity as an engineer, licensed and in good standing under California law, will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit “A”**, and incorporated herein by reference (“**Services**”), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City’s authorized representative, Brian Ring, City Administrator (“**City’s Authorized Representative**”).

1.2. Standard of Care. In performing the Services, Consultant will meet the applicable standard of care for and exercise the degree of skill and diligence ordinarily used by reputable professionals within the State of California who provide the same or similar type of professional services as the Services required

under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

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

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

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

1.6. Time for Performance Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the date and within any timeframes set forth in Exhibit "A." Services for which times for performance are not specified in this Agreement will be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction from the City's Authorized Representative. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

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

1.8. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's

rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2. **Payment.** The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed **\$913,191.30** without prior written authorization from the City. If the City authorizes Consultant to perform services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.1. **Invoices.** Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. **AUTHORIZED REPRESENTATIVE** Consultant hereby assigns **Scott Olson, PE, QSD, Project Manager/ Resident Engineer** to serve as the Consultant's authorized representative ("Consultant's Authorized Representative"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

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

3. **NOTICES.** All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of:

(a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY:

BRIAN RING, CITY ADMINISTRATOR
CITY OF OROVILLE
1735 MONTGOMERY STREET
OROVILLE, CA 95965
bring@cityoforoville.org

TO CONSULTANT:

SCOTT OLSON, PE, QSD, PROJECT MANAGER/RESIDENT ENGINEER
GHIRARDELLI ASSOCIATES, INC.
110 BLUE RAVINE RD. SUITE 150
FOLSOM, CA 95630
solson@ghirardelliassoc.com

4. **TERM**. The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting full execution of the Agreement by both parties ("Effective Date"), and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

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

6. **DEFAULT AND DISPUTE RESOLUTION**

6.1. **Default**. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably

necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

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

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

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

7. INFORMATION AND RECORDS.

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

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

product.

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

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

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

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

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

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

9.2. Name and contact information of any witness.

9.3. Name and address of the injured or deceased person(s); and

9.4. Name and address of Consultant's insurance company.

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

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

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

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

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

11.4. **Professional Liability.** Professional liability insurance insuring against

Consultant's errors and omissions in performing the Services, with a policy limit of at least \$1,000,000. The professional liability insurance will include prior acts coverage sufficient to cover all Services provided by Consultant, and which will remain in effect for four years following expiration or termination of this Agreement.

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

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

11.5.2. The Consultant's insurance is primary, and no insurance held by the City will be called upon to contribute to a loss.

11.5.3. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

11.6. All Policies.

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state, and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not

limited to, the City of Oroville business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

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

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

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

14. GENERAL PROVISIONS.

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

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

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

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

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

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

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

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

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

15. SIGNATURES.

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

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

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

CITY:

CONSULTANT:

**CITY OF OROVILLE, a California
Charter City**

**GHIRADELLI ASSOCIATES, INC., a
California Corporation**

By: 
Brian Ring, City Administrator

By: Randall Bruner, P.E.
Randall Bruner, P.E. (Jan 8, 2024 17:55 PST)
Randall Bruner, PE, President/ CEO

EFFECTIVE DATE: 01/08/2024

ATTEST:

APPROVED AS TO FORM:

By: 
Kayla Reaster, Deputy City Clerk

By: 
Scott E. Huber, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

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

a) REQUESTS FOR SERVICES. Upon request by City, Consultant will provide the Services described above, beginning on, _____ 2023, and ending on _____, 2023. The Services will be provided for a variety of individual matters, as required by the City. Upon request by the City's Authorized Representative for Consultant to perform Services for a particular matter, Consultant will provide a written estimate of the time within which Services for the matter will be completed, and the estimated cost for providing the requested Services. Following written authorization from the City's Authorized Representative, Consultant will perform and complete the Services as specified in the written authorization. Consultant is not entitled to payment for any Services performed without a written authorization, or for Services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form.

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

- a) Prevailing Wages. Consultant must comply with the prevailing wage requirements applicable in Butte County for each craft, classification, or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, and apprenticeship. The prevailing wage rates are on file with the City Engineer's office and are also available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each such worker the difference between the applicable prevailing wage rate and the amount actual paid to the worker.
- b) Working Hours. Pursuant to Labor Code section 1810, eight hours of labor

constitutes a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty, the sum of \$25 for each day during which a worker employed by Consultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such worker is paid overtime wages pursuant to Labor Code section 1815. All Services must be performed during City's regular business days and hours, except as otherwise specified in this Agreement or subject to City's prior written authorization.

- c) Payroll Records. Consultant must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and any implementing regulations promulgated by the Department of Industrial Relations ("**DIR**"). For each payroll record, Consultant must certify under penalty of perjury that the information in the payroll is true and correct and complies with the requirements of Labor Code sections 1771, 1861, and 1815. Consultant must electronically submit certified payroll records as required by Labor Code section 1771.4(a).
- d) Apprentices. If the total compensation payable under this Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.
- e) Compliance. The Agreement is subject to compliance monitoring and enforcement by the DIR. Pursuant to Labor Code section 1725.5, Consultant must be registered with the DIR to perform public works projects, subject to any applicable exceptions, if any. Consultant must post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4. Pursuant to Labor Code section 1861, by executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Labor Code 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing performance of the work on this contract."

EXHIBIT “B”

COMPENSATION RATES AND CHARGES

1. AUTHORIZED HOURLY RATES:

Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 2.1 of the Agreement:

Name:	Position:	Hourly Rate: STD/OT/DT
Scott Olson, PE, QSD	Project Manager/Resident Engineer	\$226.60
Jennifer Cutler	Assistant Resident Engineer	\$119.57 / \$144.57 / \$169.57
Brad McKeehan	Construction Inspector	\$201.70 / \$221.21 / \$259.47
Aaron Thomas	Construction Inspector	\$172.41 / \$208.46 / \$244.51
Patrick Myers	Electrical Inspector	\$184.70 / \$223.32 / \$261.94
David Eldridge	Scheduler	\$262.26
Joseph Adame	Source Inspector	\$155.44 / \$187.94 / \$220.44

AUTHORIZED EXPENSES AND RATES:

Consultant will be reimbursed for costs incurred to provide the Services only as follows and subject to the not- to-exceed limit in Section 2.1 of the Agreement:

Expense:	Reimbursement Rate:	Maximum Total:
Travel, Meals, Lodging for Source Inspections.	100%	\$13,741.68
Crawford Associates, Inc. QC Testing.	100%	\$92,160.00
2024 Labor Escalation (4%)	100%	\$12,106.02



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: PUBLIC INPUT ON SCOPE OF WORK – GATEWAY PROJECT

DATE: MAY 20, 2025

SUMMARY

The Council will solicit and consider input from the public on the scope of work outlined in the “Gateway” project agreement.

DISCUSSION

The City entered into a development agreement with Snyder Commercial Real Estate, Inc. (“Snyder”) on June 5, 2012, to develop the “Gateway” site (four parcels on the northwest corner for Montgomery Street and Feather River Boulevard). The property was never sold/transferred to Snyder and remained in possession of the City. The project was to include a hotel, restaurants and other retail and office space. For various reasons (economic downturn, issues associated with Redevelopment), the development project never broke ground.

In April of 2021, Mark Mendez (“Mendez”) make a presentation to the Council regarding his interest in taking over as the developer of the Gateway project. At this meeting, staff were directed to work on a development agreement with Mendez to bring back to Council.

On May 17, 2022 the Council agreed to reassign the development agreement from Snyder to Mendez, CMG Project 1200, LLC, for Mendez to be the primary developer of this project. Staff indicated they would be returning to the Council at a later date with an updated agreement to bring the agreement current.

On June 7, 2022, amendments to the original agreement with Snyder were brought before the Council for consideration. With this amendment, the property was to be sold to CMG Project 1200, LLC for \$1 and costs associated with the reassignment of the agreement. Selling the property provided for property tax revenue (based on property value established by the County Assessor) to be generated to the City and County. Other points that were stressed at this meeting included:

- There would be five specific phases of the project.
- There would be quarterly updates from developer to City staff.
- Expectations of what is to be included in the development (and not included).
- Timing associated with AB 1482 having to do with affordable housing.

- Expressed that this developer has the means and ability to follow through on what has been shown to Council.

With significant time elapsing since the origination of the agreement, Council directed staff to bring this item forward for the public to comment on the scope of work. The currently proposed scope of work includes, but is not limited to, the following:

- Restaurants and retail spaces;
- Commercial office space;
- Market rate housing;
- Upscale motel with mixed uses that makes the best use of the locations, views and geography immediately adjacent to the Feather River.

In addition, the agreement prohibits the following uses:

- Adult oriented establishments;
- Dispensaries for the sale or consumption of tobacco, marijuana or related products/paraphernalia;
- Facility for repair of any appliances, or vehicles;
- Establishments for the sale, storage, rental or servicing of vehicles; and
- Self-service laundry facilities.

FISCAL IMPACT

None.

RECOMMENDATION

Receive public input and provide direction to staff on any proposed changes to agreement.

ATTACHMENTS:

Agreement #3420 with CMG Project 1200, LLC for the development of the Gateway project.

CITY OF OROVILLE
RESOLUTION NO. 9059

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MASTER DISPOSITION AND DEVELOPMENT AGREEMENT WITH CMG PROJECT 1200, LLC FOR THE DEVELOPMENT OF THE GATEWAY PROJECT

(Agreement No. 3420)

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

1. The Mayor is hereby authorized and directed to execute a Master Disposition and Development Agreement with CMG Project 1200, LLC, for the development of the Gateway Project. A copy of the Agreement is attached to this Resolution.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on June 7, 2022 by the following vote:

AYES: Hatley, Smith, Pitman, Riggs, Goodson, Thomson, Reynolds
NOES: None
ABSTAIN: None
ABSENT: None



Chuck Reynolds, Mayor

APPROVED AS TO FORM:



Scott E. Huber, City Attorney

ATTEST:



Jackie Glover, Assistant City Clerk

**AMENDED AND RESTATED MASTER
DISPOSITION AND DEVELOPMENT AGREEMENT**

BY AND BETWEEN

CITY OF OROVILLE

AND

CMG PROJECT 1200 LLC

AMENDED AND RESTATED MASTER DISPOSITION AND DEVELOPMENT AGREEMENT

This AMENDED AND RESTATED MASTER DISPOSITION AND DEVELOPMENT AGREEMENT (the "Agreement") is entered into on _____, 2022 (the "Effective Date") by and between the CITY OF OROVILLE, a duly incorporated charter City (the "City") and CMG PROJECT 1200 LLC, a California limited liability company, or its assignees (the "Developer") with respect to the following agreed facts:

- A. The City is a public body, corporate and politic, exercising governmental functions and powers, organized as a charter city, and duly incorporated in the State of California;
- B. The City, acting in its own behalf and as Successor Agency for the former Oroville Redevelopment Agency, is the owner of that certain real property situate in the State of California, County of Butte, City of Oroville, which is commonly referred to by Butte County Assessor's Parcel Numbers 035-290-003, 035-290-039, 012-060-002, 012-060-001, and more particularly described on "**EXHIBIT 1**," attached hereto and incorporated herein by this reference (the "Site"). The Site is further depicted on the Site Layout Map (the "Map"), attached hereto as "**EXHIBIT 2**" and incorporated herein by this reference;
- C. The Site is free and clear of all debts, liens, encumbrances, covenants, conditions, and restrictions except as disclosed in this Agreement, including but not limited to those related to the disposition of land in compliance with the law eliminating redevelopment agencies in California, as well as the Surplus Property Act (AB 1486). The City will endeavor to obtain clearance from the appropriate agencies related to the disposition of the Site, however the City is under no obligation to dispose of the Site, and Developer is under no obligation to proceed with the development of the Site, unless and until the City and the Developer have received the required approvals from the applicable governmental agencies;
- D. The qualifications and identity of Developer are of particular concern to the City, and it is because of Developer's known qualifications and identity as a real estate developer that the City has entered into this Agreement with Developer. Developer may serve as both the land development entity and as a vertical developer of the Site and the structures thereon. The City and Developer acknowledge that Developer may, consistent with the Scope of Development, attached hereto as "**EXHIBIT 3**" and incorporated herein by this reference, develop, design, construct, and market hotels, restaurants, office and retail uses and such other uses as Developer may include in Developer's plan of development on the Site and Developer may subdivide and sell or assign the Site, or portions thereof, as part of Developer's plan of development;
- E. The purpose of this Agreement is for the City to dispose of the Site in a manner that complies with ABx1 26, the legislation which eliminated redevelopment agencies throughout California. This Agreement is intended to serve as the development agreement for the Site. The fulfillment generally of this Agreement is in the best interests of the City, and the health,

safety, morals, and welfare of its residents and it is the intent of the Parties that this Agreement is, or by the Close of Escrow will be, in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements, as well as for the benefit of the other tax revenue receiving public agencies;

- F. In furtherance of the City's intentions set forth in Paragraph E, above, and in this Agreement, and the Developer's intentions with respect to the subdivision and development of the Site, the City and Developer, and each of them, understand, acknowledge, and agree that this Agreement and the terms, covenants, and conditions set forth in this Agreement shall be binding upon, and inure to the benefit of, Developer, and Developer's heirs, predecessors-in-interest, successors-in-interest, and assigns and the covenants set forth in this Agreement shall, in accordance with **Section 5** of this Agreement, run with the land and every part or portion thereof;
- G. The City and the Developer each understand, acknowledge, and agree that this Agreement is a living document and a work in progress; therefore, this Agreement may be changed by the City Administrator and the Developer to serve the best interests of all of the people; and
- H. The City desires to sell the Site to Developer and Developer desires to purchase the Site from the City under the terms, covenants, and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the City and Developer (collectively referred to herein as the "Parties" and singularly as a "Party"), and each of them, covenant and agree as follows:

1. Incorporation by References. The recitals set forth in paragraphs A., B., C., D., E., F., G., and H., above, and all attachments, exhibits, and addenda attached hereto, are hereby incorporated into this Agreement by reference as though set forth herein in their entirety. The Parties, and each of them, covenant and agree that each such recital is true and correct.
2. Sale and Purchase.
 - a. Authority. Each Party represents to the other Party that each Party is vested with the actual authority to enter into this Agreement and that each of the undersigned is the actual agent of the Party with the power to bind that Party to the terms and conditions set forth in this Agreement.
 - b. Purchase Price. With the understanding that under the terms and conditions set forth in this Agreement Developer will be required to undertake the cost and expense of the architectural and engineering designs, the cost and time associated with obtaining the necessary approvals and permits, the assumption of the inherent risks associated with prospective development, and the cost of applicable City, county, and state taxes, assessments, and fees, the City, acting on its own behalf and as Successor Agency for the former Oroville Redevelopment Agency, agrees to sell, and Developer agrees to purchase, the Site for the total sum of ONE DOLLAR (\$1.00), which shall be paid by Developer to the City at the Close of Escrow. The City and Developer understand, acknowledge, and agree that the Site will be assessed for property tax purposes as the value which is established by an appraisal to be conducted jointly by the Parties and negotiated by Developer and

the City with the Butte County Assessor prior to the Close of Escrow. Developer, or any successor assignee, shall be responsible to pay property taxes on the actual value of the Site established at the time of sale, and as adjusted from time to time by the County Assessor.

c. Conveyance of Title. At such time as Developer and Seller have reasonably satisfied the conditions precedent to the Close of Escrow, the City and Developer shall direct the escrow holder for this transaction to close the escrow in accordance with this Agreement including recording the Grant Deeds, the form of which is attached hereto as **EXHIBIT 4**, and incorporated herein by this reference, as are necessary to convey the title to the Site to Developer in fee simple absolute.

3. Escrow. Within five (5) business days after this Agreement is fully signed and dated by the City and Developer, the City shall open the escrow account for this Transaction (the "Escrow Account") with a title and escrow company that is mutually acceptable to both Developer and City (the "Escrow Holder").

a. Escrow Instructions. This Agreement constitutes the joint escrow instructions of the City and Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Holder. The City and Developer shall jointly provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Holder is hereby empowered by the Parties to act under this Agreement and, upon receipt of a copy of this fully executed Agreement, Escrow Holder shall deliver to the City and Developer its written acceptance of the escrow instructions and proceed to carry out its duties as the Escrow Holder hereunder.

b. Escrow Fees and Costs. Except as otherwise provided herein, all escrow fees, recording fees, and costs of escrow shall be borne by the City and the Developer as follows:

(1) Developer's Share of Escrow Fees and Costs. Developer shall, no later than five (5) days prior to the Close of Escrow, deliver to the Escrow Holder funds in amount sufficient to pay for:

(a) The full Purchase Price for the Site;

(b) Developer's one-half (1/2) of all Escrow fees, charges, and costs including, but not limited to, document preparation fees, recording fees, notarial fees (collectively the "Escrow Fees and Costs"), all in such amounts as approved by Developer; and

(c) The premium for the Developer's CLTA title insurance policy, subject to the provisions of **Subsection 3.b.(4), below.**

(2) The City's Share of Escrow Fees and Costs. The City shall, no later than five (5) days prior to the Close of Escrow, deliver to the Escrow Holder all documents and funds in an amount sufficient to pay for:

(a) Any and all Grant Deeds required to convey the Site to Developer in accordance with this Agreement;

(b) The City's one-half (1/2) of all Escrow Fees and Costs, all in such amounts as approved by the City;

(c) Any additional premium charged by the Title Company for an ALTA standard title insurance owner's policies in lieu of the CLTA title insurance policy referred to in **Subsection 3.b.(4)**, below;

(d) All *ad valorem* taxes, if any, for any time prior to the Close of Escrow; and

(e) All state, county, and city documentary transfer tax and stamp taxes.

(3) **Document Preparation and Signing.** Upon the full performance of all requirements set forth in **Subsections 3.b.(1)** and **3.b.(2)**, above, and the delivery by the City of the signed, dated, and notarized Grant Deeds to the Escrow Holder in form suitable for recording, the Escrow Holder shall record such Grant Deeds when Developer can be vested with title in fee simple in accordance with the terms and provisions of this Agreement.

(4) **Title Insurance.** Concurrently with recordation of the Grant Deeds, Title Company shall cause First American Title Insurance Company to issue to Developer and the City an ALTA Title Insurance Policy for the Site. Developer shall pay an amount equal to the premium for a CLTA Title Insurance Policy, and the City shall pay an amount equal to the difference between the Premium for the CLTA and ALTA Title Insurance Policies. The insured amount shall be equal to the value of the Site established in **Subsection 3.b.(5)**, below.

(5) **Proration of Taxes and Assessments.** Real property taxes ("Property Taxes") and assessments on the Site, if any, and taxes upon this Agreement or any rights hereunder, levied, assessed, or imposed for any period commencing prior to Close of Escrow shall be borne by the City. All such property taxes and assessments levied or imposed for any period commencing after the Close of Escrow shall be borne by Developer and Developer's liability for the payment of such property taxes and assessments shall commence after the successful Close of Escrow.

(6) **General Escrow Accounts.** All funds received in this Escrow shall be deposited by the Escrow Holder with other escrow funds of the Escrow Holder in a general escrow account or accounts with any state or national bank doing business in the State of California. All disbursements shall be made by check of the Escrow Holder. All prorations shall be made on the basis of a thirty (30) day month.

(7) **Amendment.** Any amendment of the Escrow instructions shall be in writing and signed by both the City and Developer and accepted by the Escrow Holder.

(8) **Notice.** All communications from the Escrow Holder shall be directed to both the City and Developer to the addresses for each set forth in this Agreement.

(9) **Closing, Recording, and Distributions.** Upon the Close of Escrow, the Escrow Holder shall:

(a) Cause the Grant Deeds to be recorded in the Official Records of the County of Butte, State of California, conveying title to Developer in fee simple absolute;

(b) Record any instrument or instruments approved by Developer and the City which are reasonably necessary or proper to correctly vest title in Developer in accordance with the terms and provisions of this Agreement;

(c) Deliver the Purchase Price to the City;

(d) Deliver to Developer Title Insurance Policy or Policies in conformity with this Agreement; and

(e) Pay and charge the City and Developer for their respective share of the Escrow Fees and Costs, taxes, and assessments payable pursuant to this Agreement. As a condition precedent to the collection of the aforementioned fees, charges, and costs, Title Company shall have first notified the City and Developer of the fees, charges and costs necessary to clear title and Close the Escrow.

(10) Conveyance of Clear Title. The City and Developer covenant and agree that notwithstanding any term, covenant, or condition set forth in this Agreement that is or may be construed the contrary, at such time the Escrow is prepared to close, the City shall convey clear title to Site to Developer. If the City fails or refuses, for any reason, to convey title to the Site to Developer in accordance with this Agreement, City shall pay to Developer all costs, fees, and expenses incurred by Developer including but not limited to, the cost of Developer's time, the cost of Developer's consultants and attorneys, all design fees and costs, any and all escrow fees and costs, and all other damages (general, special, direct, indirect, and consequential) incurred or suffered by Developer.

(11) No Agents or Brokers. Neither the City nor Developer shall be liable, and each shall hold the other harmless from and against, any real estate commissions or brokerage fees that may arise from this Agreement. The City and Developer each represent that neither has engaged any broker, agent, or finder in connection with this Transaction.

4. Tests, Investigations, and Inspections. Developer shall have a period of ninety (90) days from and after the Escrow Date (the "Inspection Period") to perform such tests, investigations, and inspections (collectively, the "Inspections"), at Developer's sole expense, on the Site as Developer deems necessary in Developer's sole, subjective, and absolute discretion. The City covenants and agrees to fully cooperate with Developer and to facilitate the Inspections. In the event conditions are encountered that require, in Developer's discretion, additional time for Developer's Inspections, upon written notice by Developer to the City, Developer and City agree that the Inspection Period and the date for the Close of Escrow, shall be extended by the Parties for an additional sixty (60) days from and after the original ninety (90) day Inspection Period (the "Extended Inspection Period").

a. Reports, Documents, and Title. Within fifteen (15) days after this Agreement is fully signed by the Parties, the City shall provide Developer a Preliminary Report prepared and issued by First American Title Insurance Company (the "Preliminary Report"), copies of all documents and exceptions to title identified in the Preliminary Report (the "Exceptions"), copies of all of the most recent vesting deeds for each parcel identified in this Agreement, copies of all documents intended to create record notice of any interests, disputes, terms, covenants, and conditions affecting the Site, and copies of all tests, inspections, reports, and engineering for the Site including, but not limited to, all

Phase I, Phase II, and Phase III environmental reports, geological tests and surveys, soil tests and reports, and all maps, plats, plans, and drawings previously prepared for the use or development of the Site (collectively, the "Reports"), that are in the possession, or within the control, of the City. In the event it is determined that an Environmental Impact Report ("EIR") is required for any reason for this Development, the costs associated with the preparation of the EIR and the EIR process shall be borne by the City at the City's cost and expense.

(1) Preliminary Report and Condition Title. The Preliminary Report shall be dated no earlier than the Escrow Date and the Preliminary Report and the Exceptions shall be updated and provided to Developer and the City no sooner than five (5) days prior to the Close of Escrow.

(a) For a period not to exceed sixty (60) days after Developer's receipt of the Preliminary Report, Developer shall have the opportunity to review and either approve or disapprove the Preliminary Report and any parts or portions thereof including the exceptions to title. If Developer gives written notice to the City of Developer's approval of the Preliminary Report, the condition of title, and the exceptions to title, this condition shall be deemed satisfied; provided, however, that this provision shall not be construed as a waiver of the City's obligation to take all actions necessary to convey the Site to Developer free and clear of all debts, liens, and encumbrances as provided in this Agreement.

(b) If within said sixty (60) day period Developer disapproves all or any portion of the Preliminary Report, the condition of title, or any exception or exceptions to title, Developer shall provide the City written notice of the Developer's disapproval or disapprovals thereto and the basis of said disapproval or disapprovals (the "Notice of Disapproval"). Within thirty (30) days after the date on which Developer delivers the Notice of Disapproval to the City, the City shall correct at City's cost and expense those items identified by Developer in the Notice of Disapproval.

(c) If for any reason the City does not correct, at the City's cost and expense, those items identified by Developer in the Notice of Disapproval within said thirty (30) day period, Developer and/or City shall have the option, but not the obligation to terminate this Agreement and the provisions of **Subsection 4.b.**, below, shall apply.

b. Site Inspections, Investigations, and Tests. The Reports shall be legible, signed, and dated and where applicable, each recorded instrument shall bear the date stamp and document identification of the Butte County Clerk Recorder. The City and the Developer are entitled to receive copies of all Reports without regard for the party who paid for or obtained the services to produce the Report.

(1) For a period of sixty (60) days after Developer's receipt of all of the Reports, Developer shall have the right, but not the obligation, to freely enter the Site to perform all inspections, investigations, surveys, and tests on the Site that Developer so desires at the Developer's sole expense.

(2) Upon completion of Developer's inspections, investigations, surveys, and tests, Developer shall restore the Site to its condition prior to such inspections, investigations, and tests:

provided, however, that Developer shall have no obligation to perform further testing on the Site, or to remove, restore, remediate, transfer, store, or dispose of any hazardous or toxic waste, materials substances, contamination, underground structures, tanks, fuel storage tanks, cisterns, or substances from the Site that are or may be uncovered, located, identified, indicated, or discovered during Developer's Inspections.

(3) Developer agrees that after performing Developer's due diligence investigations on the Site and after Developer's evaluation of the tests, inspections, surveys, findings, borings, sampling, and Reports referred to above, if the condition of the Site is acceptable to Developer, in Developer's sole and subjective discretion, Developer agrees to purchase the Site "AS-IS," in its current physical condition, with no warranties, express or implied, as to the physical condition thereof, the presence or absence of any latent or patent condition thereon or therein, including, without limitation, any Hazardous Materials (as defined herein) thereon or therein and any other matters affecting the Site.

(4) In the event Developer, during Developer's Inspections of the Site, uncovers, locates, indicates, identifies, or discovers any Hazardous Materials on or about the Site or as a result Developer's investigations, the City covenants and agrees to protect, defend (with legal counsel acceptable to Developer), indemnify, and hold Developer, and Developer's officers, directors, shareholders, principals, agents, members, managers, employees, consultants, attorneys, heirs, successors, and assigns harmless from and against any and all claims, losses, costs, damages, fines, fees (including attorney's fees, expert's fees, consultant's fees, and filing fees), costs (including, but not limited to, court costs), penalties, actions, administrative actions, causes of action, judgments, awards, liens, encumbrances, and all liabilities of any type, kind, or nature including, but not limited to, injuries to a person or persons and the death of a person or persons, arising out of, or in any way related to, the condition of the Site, the performance of Developer's inspections, investigations, surveys, and tests on the Site, and information regarding the condition of the Site and the area surrounding the Site discovered at any time by Developer or those acting on behalf of Developer. This provision shall survive the cancellation of this Agreement due to, or related to, the discovery of hazardous materials on the Site.

(5) It shall be the sole responsibility of the Developer, at the Developer's sole expense, to investigate and determine the soil conditions of the Site and the suitability of such soil conditions for the improvements to be constructed by the Developer.

(6) If within sixty (60) days after Developer's receipt of all of the Reports, Developer gives written notice to the City of Developer's approval of the Reports and the conditions on the Site, this condition shall be deemed satisfied; however, if the soil conditions are not in all respects entirely suitable for the use or uses to which the Site will be put, then Developer may request, in writing, that the unsuitable conditions be corrected by the City at the City's cost and expense. If Developer requests the City make such corrections and the City does not make the requested corrections within thirty (30) days after Developer's written request, Developer shall have the option, but not the obligation, in Developer's sole, subjective, and absolute discretion to (1) proceed with this transaction and purchase the Site in its then present condition in which case Developer will perform

the corrections at its cost or (2) cancel this Agreement by written notice to the City in which event neither party will have any further obligation to the other Party.

c. Development Plan and Schedule.

(1) Primary Performance. It is the intent of the City and Developer that the project contemplated by this Agreement (the “Project”), will reach certain development goals within defined periods of time. The City and Developer agree that in consideration of the complexity of the Project, the development process, and external conditions in the market place, the labor market, and world conditions, on a quarterly basis, the City and Developer will meet to discuss the then current status of the Project, and circumstances that may affect the Project, and the how the Parties, working together, may keep the project on track.

(2) Liaison. To facilitate the Project, the City and the Developer will each appoint a liaison for the primary purpose of maintaining clear lines of communication regarding the Project and its progress, and how the parties may best address their concerns and objectives and, in the spirit of cooperation to address such concerns and objectives, find solutions, and work toward the steady progress of the Project.

(3) Project Phases and Milestones. The development of the Project will be composed of a number of phases (collectively the “Phases” and singularly as “Phase”). Each Phase will identify a stage in the development, and will be comprised of a series of tasks, each of which will be connected to a particular “Milestone” or a series of “Milestones.” The duration of each Phase will be established by the commencement or completion of the series of Milestones. The Phases for the Project, will consist of the following:

- Phase I: Subdivision, Marketing, Incorporation of Subdevelopers
- Phase II: Site Engineering and Conceptual Architectural Design
- Phase III: Onsite and Offsite Site Construction
- Phase IV: Building Design, Approval, and Construction Phase
- Phase V: Post Construction, Sales, Leasing, and Operations

(4) Developer’s preliminary Milestone Schedule, which will be reviewed quarterly by the Parties’ respective liaisons is attached hereto as “**EXHIBIT 5**” and incorporated herein by this reference. The Parties understand, acknowledge, and agree that the attached Milestone Schedule is for illustrative purposes, and it is not a representation as to the duration or completion date of the Project. It is anticipated that this Milestone Schedule will be modified as the project progresses to reflect changes in conditions and circumstances.

d. Phased Construction Considerations.

(1) The preliminary phasing of the Project is based on the following factors:

- (a) Phases I and II begin after the Close of Escrow for the purchase of the Property by the Developer. Phase I will continue through the projected completion of the Project.

- (b) Phase III can begin once the subdivision portion of Phase II is completed.
- (c) Once the subdivision part of Phase III is completed, the site construction component can begin.
- (d) Once Phase III is completed, Phase IV will begin. In Phase IV, each structure will be scheduled and driven by market conditions, construction durations, materials and labor availability, and sale times; therefore, the duration illustrated is uncertain.
- (e) Phase V will begin for each structure as completed.

e. Performance. The City and Developer have discussed the time of performance and the duration of the Project. After discussing the development costs that the Developer will incur and bear under the terms of this Agreement including the cost of all design and engineering, onsite and offsite improvements, construction, and incubation, Developer's greatest incentive will be to complete the Project as soon as reasonably possible.

f. The Parties understand, acknowledge, and agree that circumstances may change based on market, economic, land use, and construction conditions, Developer and the City agree that each will cooperate with the other in good faith to evaluate the "economic feasibility" of the proposed development of the Site and the construction of the improvements in accordance with this Agreement (collectively, the "Improvements"), and to modify, amend, or adjust the timing and development of the Improvements so that the Improvements are satisfactory to both the City and the Developer.

g. Delay. With respect to any and all of Developer's obligations set forth in this Agreement, or incorporated into this Agreement by reference, Developer shall be excused from any and all delays in the performance of said obligations including, but not limited to, delays caused by the condition of the marketplace and the economic feasibility of the development of the Site, the value of the Site, the construction of the Improvements, and the operating costs of the Improvements or marketability of the Improvements, any or all of which are caused by, or in any way related to, acts of God; acts, actions, or the failures to act of or by the City or the City's council members, managers, directors, officers, agents, employees, consultants, contractors, and attorneys; inclement weather; labor slowdowns, strikes, and boycotts; the cost, availability of, or shortages of labor, materials, equipment, goods, services, and the utility service costs, unanticipated increases in the cost of labor, materials, and equipment and the cost and timing of shipping or delivery thereof; acts of public utilities, public bodies, public enemies, or inspectors; changes requested by the City or any person, persons, entity or entities acting on behalf of the City; fires, wildfires, tornados, and floods; Government action, legislation, executive orders, or emergency orders given or made as a result of the occurrences of any epidemic, pandemic, outbreak, strife, riot, or insurrection, shortages of food, fuel, water, personal protection equipment, the result or occurrence of which delay, stop, or suspend the Improvements and the ripple effect impact thereof on Developer, the Improvements, and Developer's other projects; shelter in place orders, and shortages of labor, materials, and equipment; and all other contingencies unforeseen by Developer and beyond its reasonable control.

5. Covenants Running With the Land.

a. The Covenants. The City and Developer, on behalf of Developer and Developer's successors and assigns, covenant and agree that:

(1) This Agreement sets forth the City's and Developer's covenants concerning the development and use of the Site (the "Covenants");

(2) This Agreement shall survive the Close of Escrow and run with the land and any part or portion thereof.

(3) Developer, and Developer's successors-in-interest and assignees shall devote the Site to the uses in accordance with the Covenants;

(4) This Agreement and the Covenants shall terminate as a matter of law on that date which is ten (10) years after the date on which title to the Site is conveyed to Developer.

b. Memorandum of Agreement. At the Close of Escrow, the Escrow Holder shall record a memorandum of this Agreement in the Official Records of the County of Butte, State of California, in sufficient detail to provide record notice of the Covenants, the duration of this Agreement, and the real property which is affected by this Agreement in form satisfactory to Developer and City.

c. Beneficial Interest. The City is deemed the beneficiary of the terms and provisions of this Agreement and of the Covenants for the purposes of protecting the interests of the community and other Parties, public or private, who may benefit from this the development of the Site.

d. Termination of Covenants. Except as provided elsewhere in this Agreement, upon the termination of this Agreement and the Covenants as provided in **Subsection 5.a.(4)**, above, the Covenants shall no longer be enforceable and the City and Developer shall each cooperate with the other to record such documents, take such actions, and do such things as are necessary to release the Site from the Covenants effective as of the date of termination.

6. Permits, Approvals, Zoning, and Subdivision. As a material inducement to Developer to enter into this Agreement with the City and proceed with designs and approvals at Developer's cost and expense, the City covenants and agrees that the City shall within the limitations of local, state, and federal ordinances, regulations, and laws, cooperate fully with Developer to obtain the required permits, approvals, zoning, and subdivision of the Site in accordance with the durations and milestones set forth in the Development Schedule.

a. Preliminary Plans. After the Close of Escrow, Developer shall prepare and submit to the City for the City's review and written approval, Developer's preliminary plans and drawings for the Site, which shall include the overall development concept for the development, of the Site showing subdivided parcels, building locations, points of ingress and egress, landscaping, and conceptual elevations (the "Preliminary Plans"). The City shall:

(1) Review and render comments on the Preliminary Plans to Developer within sixty (60) days after submittal of the Preliminary Plans by Developer to the City. If the City does not review and render its written comments on the Preliminary Plans to Developer within said sixty (60)

day period, it shall be deemed that the Preliminary Plans are approved in all respects by the City and Developer shall proceed to prepare the "Final Plans" as defined in **Subsection 6.b.**, below.

(2) If the City has provided written comments to Developer as to the Preliminary Plans within the sixty (60) day period referred to in **Subsection 6.a.(1)**, above, Developer will resubmit the revised Preliminary Plans to the City for the City's review and approval based on the City's written comments.

(3) The process outlined in **Subsections 6.a.(1)-(2)**, above, may be repeated one (1) additional time for two (2) total reviews. After the City's second review, Developer shall then proceed to prepare the Final Plans on the basis of the City's second review of the Preliminary Plans.

b. **Final Plans.** Within twelve (12) months after the Preliminary Plans are approved by the City, Developer shall provide the City with the Final Plans. The "Final Plans" are hereby defined as having sufficient detail to obtain the building permit or permits for construction of the phase of the Development identified therein.

c. **Responsibilities of the City.** The City shall provide all services, and take such actions required of it for the approval of all plans and drawings, the issuance of permits, any modifications of existing zoning, and the subdivision of the Site all within the time set forth in this Section 6, subject to modifications by Developer in accordance with **Subsection 4.f.**, above.

d. **Time for Review and Approval.** The City shall approve or disapprove the plans, and related documents for the development of the Site within the times set forth in **Section 6**, above. In the event of a conflict as to times, durations, and milestones for the preparation, submittal, and review of the plans and drawings as set forth herein, the times, durations, and milestones set forth in the Milestone Schedule shall be the controlling document for the times, durations, and milestones for this Development.

e. **Schedule Modification.** The timelines and order of work may be modified by the City Administrator and Developer for good cause

If Developer desires to make any substantial change in the Final Plans after their approval by the City, Developer shall submit the proposed change to the City for its approval. If the Final Plans, as modified by the proposed change, appear in the Development Schedule, or conform to this Agreement or Developer's scope of the development indicated in the Preliminary Plans, the City shall approve the proposed modification within twenty (20) days after the date of Developer's request. If the City does not respond to Developer's request for modification within the twenty (20) day period, Developer's proposed modifications shall be deemed approved.

7. **Construction of Improvements.**

a. **Construction Costs.** Except as provided in this Agreement, the costs of developing the Site and the construction of the structures and improvements on the Site shall be borne by Developer unless set forth in this Agreement or a duly executed amendment to this Agreement.

b. Construction Schedule. After all required permits and approvals are received by Developer for the development of the Site and provided the development of the Site is economically feasible, the Development Schedule shall be modified to reflect the order of construction by phase, the durations for the construction of each structure or phase, and any milestones identified by the Developer. The Parties agree that the Construction portion of the schedule shall be for general information and subject to modification by Developer, in Developer's sole, subjective, and absolute discretion. This subsection shall not act as a waiver of the timelines contained in this Agreement related to delays and construction feasibility.

c. Compliance with Laws. Developer shall carry out the construction of the improvements on the Site in conformity with all applicable laws, including all applicable federal and state labor standards. The City represents to Developer that this Development is not a prevailing wage project, and each of the City and Developer understands, acknowledges, and agrees that if it is determined by the Division of Industrial Relations that prevailing wages are required to be paid for work performed on this Development, the City shall bear the cost and burden thereof.

8. Environmental Indemnification.

a. Environmental Hazard Definitions.

(1) As used in this Agreement, the term "Environmental Response Actions" means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, state or federal governmental or private Party claims, including any claims by Developer or the City.

(2) As used in this Agreement, the term "Environmental Response Costs" means any and all costs associated with Environmental Response Actions including, without limitation, any and all fines, penalties and damages.

(3) As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substances," "extremely hazardous waste," "restricted hazardous waste," "pollutant" or any other terms comparable to the foregoing terms under any provision of California law or federal law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; or (6) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

9. Non-Discrimination Provisions.

a. Developer covenants by and for itself and any successors-in-interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site. Nor shall Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with

reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land.

b. Form of Nondiscrimination Clauses. Developer shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination clauses:

(1) In Deeds.

"The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(2) In Leases.

"The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein leased."

(3) In Contracts:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

10. Time of the Essence. Time is of the essence in all things pertaining to this Agreement. In the event of delay not within the reasonable control of a Party, the times set forth herein shall be equitably adjusted, in a writing signed by both the City and Developer.

11. Venue and Jurisdiction. In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the State of California in and for the County of Butte, State of California. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

12. Construction and Interpretation. This Agreement has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted this Agreement is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the Parties and this Agreement.

13. Dispute Resolution. In the event of a dispute arising under this Agreement, the parties agree that such dispute shall be resolved by and through judicial reference in accordance with California Civil Code Section 638, et seq, and any successor statute of similar effect, subject to the provision of section 640. It is further agreed that all parties shall be entitled to discovery as set forth in the California Civil Discovery Act and the times and limitations set forth in the California Code of Civil Procedure and the California Evidence Code. Neither Party shall be required or compelled to participate in any form of arbitration and this provision may be pleaded as a complete defense to any motion, action, or attempt to compel the submission of disputes under this Agreement to any form of arbitration.

14. Attorney's Fees. In the event of a dispute between the Parties, the prevailing party shall be entitled to recover from the non-prevailing party the prevailing parties' reasonable attorney's fees, expert's fees, and costs of suit. This provision shall also apply to attorney's fees on appeal.

15. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

16. Right to Cure and Damages. If either Party defaults with regard to any of the provisions of this Agreement, the non-defaulting Party shall serve written notice of such default upon the defaulting Party. If the default is not cured or commenced to be cured by the defaulting Party within ten (10) days after the delivery of said written notice, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's direct, indirect, general, special, and consequential damages.

17. Waiver of Damages. Notwithstanding any term, covenant, or condition set forth in this Agreement to the contrary, each Party waives and release the other Party from and against all punitive and exemplary damages.

18. General Provisions.

a. Notices, Demands, and Communications Between the Parties. Notices, demands, and communications between the City and Developer required under, or in furtherance of, this Agreement shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the City and Developer as follows:

(1) All Correspondence and Notices to the City concerning this Agreement shall be mailed to:

City of Oroville
Attn: City Administrator
1735 Montgomery Street
Oroville, California 95965-4897

(2) All Correspondence and Notices to Developer concerning this Agreement shall be mailed to:

CMG PROJECT 1200 LLC
Attn: Mark Mendez
2359 MYERS ST.
Suite D Unit 5686
Oroville CA 95966

Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by mail.

b. Conflicts of Interest. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

c. Non-liability of the City Officials and Employees. To the extent set forth under California law, no member, official or employee of the City shall be personally liable to Developer in the event of any default or breach by the City or for any amount that may become due to Developer or on any obligations under the terms of this Agreement.

d. Integration; Waivers. This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and

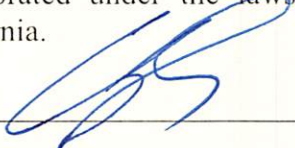
Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and Developer.

e. Time of Acceptance by City. This Agreement, when executed by Developer and delivered to the City, must be authorized, executed and delivered by the City within forty-five (45) days after the date of signature by Developer or this Agreement shall be void, except to the extent that Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. The effective date of this Agreement shall be the date when this Agreement has been signed by the City.

f. Submission of Documents to the City for Approval. Whenever this Agreement requires Developer to submit plans, drawings or other documents to the City for approval, which shall be deemed approved if not acted on by the City within a specified time, said plans, drawings, or other documents shall be accompanied by a letter stating that they are being submitted and will be deemed approved unless rejected by the City within the stated time. If there is no time specified herein for such the City action, Developer may submit a letter requiring the City approval or rejection of documents within thirty (30) days after submission to the City or such documents shall be deemed approved.

CITY OF OROVILLE, a charter city duly incorporated under the laws of the State of California.

Dated: _____

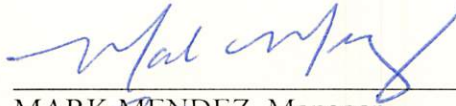
By:  _____, Mayor

Dated: June 8, 2022

By:  _____, City Administrator

CMG PROJECT 1200 LLC,
a California limited liability company

Dated: 7/12/22

 _____
MARK MENDEZ, Manager

APPROVED AS TO FORM AND CONTENT

 _____
SCOTT E. HUBER, Esq.
COLE | HUBER, LLP
Attorney for CITY OF OROVILLE

BENEDICT C. DI DUCA, Esq.
DI DUCA | ELLINGSON, APC,
Attorney for CMG PROJECT 1200 LLC

EXHIBIT 1
LEGAL DESCRIPTION

(TO BE ATTACHED BEFORE SIGNING)

EXHIBIT 2

SITE LAYOUT MAP



EXHIBIT 3

SCOPE OF DEVELOPMENT

1. General Design Criteria. The purpose and intent of this Scope of Development is to provide the Parties to the Agreement a common understanding and expectation of the development of the Site. In the review of this Development, the Scope of Development may change based on such influences as demographics, market conditions, the health of general economy, natural disasters, and a lack of interest, or an increased interest in services not identified in this Scope of Development.

Subject to the provisions of **Section 2**, below, it is the intent of the Parties that the overall design theme for the Site is based on identifying the City of Oroville as the “gateway” to the greater Oroville recreation area. The overall design of the Site and the structures will utilize the imagery of the Feather River with the implementation of appropriate architectural designs. The basic materials, colors and design features of the buildings will be consistent with this imagery.

2. Proposed Improvements and Adjustment of Scope. With the understanding that circumstances may change based on market conditions, Developer and the City agree that each will cooperate with the other in good faith to evaluate the economic feasibility of the proposed improvements (the “Improvements”) and, if the Improvements (as described herein, above) are not feasible, economically or otherwise, Developer and the City will reasonably modify the scope, type, appearance, and extent of the Improvements such that Developer will be able to meet its financial expectations for the cost and return on Developer’s investment in the Site.

In consideration of the provisions of **Sections 1 and 2**, above, the proposed scope of the Improvements will include, but are not limited to, the following:

- a. Restaurants and retail spaces;
 - b. Commercial Office Space; and
 - c. Market Rate Residential Housing.
- d. An “upscale” hotel with mixed uses that makes the best use of locations, views, and geography immediately adjacent to the Feather River. The Improvements may be constructed or installed by Developer, Developer’s selected contractors, or Developer’s successor or successors-in-interest, in Developer’s discretion.

3. Order of Development. The City and Developer agree that the Site may be developed in one or more phases, which shall be outlined in Developer’s Development Schedule. The City agrees to work with Developer and Developer’s supervising architect(s) and engineer(s) to coordinate the overall design and quality of the improvements on the Site.

4. Parking. On-Site parking will be provided for development for each building consistent with the City of Oroville Zoning Ordinance.

5. Site Clearing and Preparation. Developer shall perform, or cause to be performed, at its sole cost and expense, the following work:

a. Demolish or salvage, clear, grub and remove (as may be needed and called for in the approved plans) all onsite buildings, pavement, walks, curbs, gutters and other known structures on the Site, if any;

b. Remove, plug and/or crush in place unused utilities, such as storm sewers, sanitary sewers, water systems, electrical overhead and underground systems and telephone and gas systems located on the Site, as may be required following any necessary relocation of the utilities; and

c. Compact, finish grade, and do such Site preparation as is necessary for the construction of Developer's Improvements on the Site; provided, however, that Developer shall not be responsible for the location, removal, disposal, or remediation of the Site due to abate Hazardous Materials or Hazardous Substances discovered on the Site.

6. Site Improvements. Subject to the provisions of **Section 2**, above, the Improvements will also include the following onsite improvements, the construction of which may also be constructed in phases:

a. Monument sign situated along and visible from the highway.

b. Entrance driveways from Montgomery Street and Feather River Boulevard.

c. All required infrastructure, utilities and/or improvements necessary to accommodate the development designed and engineered by Developer in accordance with standards, guidelines and criteria approved by the City.

d. Pedestrian access/walkway connecting the proposed new private-street and the Feather River.

7. Permitted Uses. The following is intended to present a list of the acceptable uses ("Permitted Use") of the Site.

a. Hotels. It is intended that the Hotel will primarily serve leisure, business, and the commercial sectors of the Oroville lodging market. A hotel facility may include facilities such as breakfast and coffee areas, small meeting and banquet rooms, outdoor swimming pool and spa, exercise room.

To establish the quality rating of the Hotel or Hotels, the American Automobile Association ("AAA") employs the following "AAA Diamond" rating system:

- **Approved:** Noteworthy by meeting the industry-leading standards of AAA inspections.
- **Three Diamonds:** Comprehensive amenities, style, and comfort level.
- **Four Diamonds:** Upscale style and amenities with the right touch of service.

For the purposes of this Agreement, where reference such as “high-quality,” “high class,” “upscale,” or other connotations having a similar meaning when describing the hotel or hotels to be developed, such references shall, singularly and collectively, refer to a hotel that is capable of being rated at no less than the American Automobile Association Three Diamonds.

b. Restaurants. Defined as full table service restaurants and quick serve restaurants with drive-thru capabilities (including cafes, bistros, bars and grills, and microbreweries/brewpubs).

c. Retail Uses. Permitted retail uses to be procured for the Project shall consist of:

(1) Food-Oriented Retail Uses. Including, but not limited to, retailers of specialty groceries and/or produce, bakeries, bagels, delicatessens, coffee, juice, quality wine/liquor, semi-prepared foods, ice cream, desserts, chocolate and candies, and cheese, and incidental products (collectively, “Specialty Grocers”). It is the intent of the Parties that Developer will use its best efforts to procure a Specialty Grocer that will occupy no less than 12,000 square feet and no more than 20,000 square of the development; provided, however, that such use shall be economically feasible for the Developer.

(2) Specialty Retail Uses. Including, but not limited to, retailers of housewares and fixtures, party items, seasonal merchandise, jewelry, florist/plants, art supplies, video, electronics, music, cards, gifts, eye wear, beauty supplies/products, first class day spas, bath supplies/products, cosmetics supplies/products, antiques, décor, hardware, books, photographic equipment, apparel, shoes, exercise items, bicycles, sports items, pet items and supplies and incidental pet services, and convenience goods.

(3) Service Uses. Including but not limited to photographic services provider, a photocopying services provider, and/or a financial services provider, legal support services and banking services (with an automated teller machine (ATM) service).

(4) Professional Office Uses. Including but not limited to office space for accounting, real estate, medical, dental, legal, financial, banking, travel, insurance and/or similar professional office purposes.

8. Prohibited Uses. In addition to any other uses prohibited by applicable federal, state, or local laws or regulations, the following uses shall not be permitted in the Project (the “Prohibited Uses”):

a. Adult-oriented establishments whether for sale, rent or on-Site use or viewing including adult book stores, adult cabaret, adult motion picture theater or adult arcade;

b. Dispensaries for the sale or consumption of tobacco, marijuana, or related products and paraphernalia;

c. Facility for repair of any appliances or vehicles or other products except as insubstantial and incidental to a Permitted Use;

- d. Establishments for the sale, storage, rental, and/or servicing of vehicles and vehicle parts unless incidental to a Permitted Use; and
- e. Self-service laundry facilities.

EXHIBIT 4

GRANT DEED

(TO BE ATTACHED BEFORE SIGNING)

(FOR FORM ONLY – DO NOT SIGN)

EXHIBIT 5

MILESTONE SCHEDULE

(TO BE ATTACHED BEFORE SIGNING)

(FOR FORM ONLY – DO NOT SIGN)

**ASSIGNMENT OF THE MASTER DISPOSITION AND DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF OROVILLE AND
SNYDER COMMERCIAL REAL ESTATE, INC TO CMG PROJECT 1200, LLC
(Agreement No. 2070-1)**

This Assignment, dated May 17, 2022, is to the Master Disposition and Development Agreement between the City of Oroville ("City") and Snyder Commercial Real Estate, Inc. to CMG Project 1200, LLC.

For good and valuable consideration, which the Parties hereby acknowledge, the Master Disposition and Development Agreement between the City and Snyder Commercial Real Estate, Inc. is hereby assigned to CMG Project 1200, LLC. In exchange for this Assignment of the Agreement, the City shall pay \$10,000 to Snyder Commercial Real Estate, Inc. as reimbursement for some of its advertising and marketing expenses related to the Master Disposition and Development Agreement.

Further, in consideration of the terms and conditions herein, the Parties agree as follows:

1. SECTION 105 IS REPLACED WITH THE FOLLOWING:

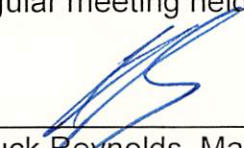
105 Developer

The Developer shall be CMG Project 1200, LLC., a California Corporation. The principal office of the Developer is located at 2450 Oro Dam Blvd., Suite A, Oroville Ca 95966. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

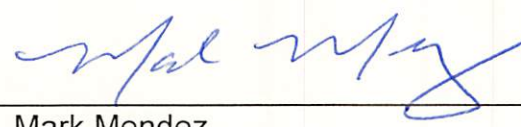
Correspondence shall be mailed to:
CMG Project 1200 LLC.
2400 Oro Dam Blvd., Suite A
Oroville Ca 95966

3. Conflicts between this Amended Agreement and Agreement No. 2070 shall be controlled by this Amendment. All other provisions within Agreement No. 2070 shall remain in full force and effect.

This Assignment of Agreement 2070 is approved by the City Council of the City of Oroville at a regular meeting held on May 17, 2022.

By: 

Chuck Reynolds, Mayor
City of Oroville

By: 

Mark Mendez
CMG Project 1200, LLC



By: _____
Jon Snyder
Snyder Commercial Real Estate, Inc.

APPROVED AS TO FORM:

By:  _____
Scott E. Huber, City Attorney

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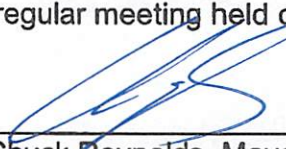
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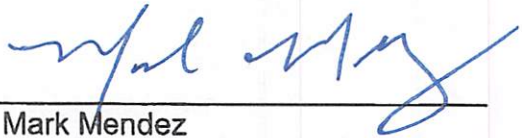
Correspondence shall be mailed to:
CMG Project 1200 LLC.
2400 Oro Dam Blvd., Suite A
Oroville Ca 95966

3. Conflicts between this Amended Agreement and Agreement No. 2070 shall be controlled by this Amendment. All other provisions within Agreement No. 2070 shall remain in full force and effect.

This Assignment of Agreement 2070 is approved by the City Council of the City of Oroville at a regular meeting held on May 17, 2022.

By: 

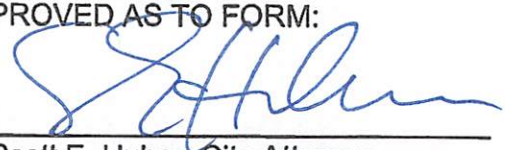
Chuck Reynolds, Mayor
City of Oroville

By: 

Mark Mendez
CMG Project 1200, LLC

By: 
Jon Snyder
Snyder Commercial Real Estate, Inc.

APPROVED AS TO FORM:

By: 
Scott E. Huber, City Attorney

Gateway Project Vision Group

Dear Mayor Reynolds, City Councilors, Management, and Staff,

We are pleased to inform you of our interest in envisioning, planning, and developing of the Gateway and the Expanded Gateway Project. Our team is currently steered by community investors Brian Wong and Michael Phulps, property owners Barbara Marks, John Nolind, and daughter Sara Nolind. The project team is a joint venture between urbanist place maker Mike Trolinder and RGA Russell Gallaway Associates principles Don Russell and Matt Gallaway. (rgachico.com)

We have performed an extensive initial study on five key aspects of Gateway program design and examined the feasibility and financing needs for the project. We have invested several months into the project and we are requesting that the City create a formal review and selection process for awarding the project.

We love to share our vision of the Gateway Project with the City, fellow Orovillans, and property owners as well as our commitment in creating the Gateway Project as the true water's edge district that captures our history, natural beauty and outstanding outdoor recreation for Orovillans and visitors.

Sincerely,

Gateway Project Vision Group contacts

Matt Gallaway matt@rgachico.com

Mike Trolinder mike@locationarts.com

Good evening, Mayor and City Council,

This evening, you have asked for the public's input on the Gateway Project. Before I offer mine, I have a few questions:

Isn't this land owned by a private citizen? The city doesn't own it, correct? Does Mr. Mendez want the public's input? Is the city planning to reclaim the property due to a breach of contract? If so, who will be responsible for repaying the loan on this property? Will the city assume that debt or pay it off entirely? That would be a significant hurdle – legally and financially.

I believe there is more to this story than the city is currently sharing—and more than the public is being told. In my opinion, this exercise is a waste of time and energy until the city actually owns the property.

For example, I believe the City Council should be updating the public on the findings of the outside counsel regarding the K&M lawsuit, rather than focusing on this project. What, if any, actions are going to be taken? We should be receiving updates at every City Council meeting until this matter is resolved. We—the citizens—deserve to know what is happening, especially since our tax dollars were spent on outside legal counsel, regardless of the outcome. Whether the result is good, bad, or indifferent, we deserve transparency.

That said, and for the sake of this exercise, I do believe there is potential here. My suggestion is to consider building an **Oroville Visitor's Center**, with the Chamber of Commerce relocating to that site. You could incorporate kayak and/or tube rentals to take advantage of the river, and include a small water park—similar to Gauche Aquatic Park in Yuba City. Ideally, this could be operated by the city. The Chamber could then help direct visitors to our downtown and surrounding areas. The old Chamber of Commerce trailer could be removed to create additional parking for City Hall.

I look forward to your responses. Thank you.

Jeff McClure

Fwd: city of Oroville/ Gateway Project

1 message

Brian Wong <orocarbo@gmail.com>

To: Michael Phulps <mike@mtlwks.com>, Sara Nolind <nolindconsulting@gmail.com>

Hello Sara,

Please print a copy of Mike's email comments to present at tomorrow's City Council Meeting. Thermalito City Clerk or you can read the comments. Thanks.

Brian

Sent from my iPhone

Begin forwarded message:

From: Michael Phulps <mike@mtlwks.com>

Date: May 19, 2025 at 6:24:18 PM PDT

To: OROCARBO@gmail.com

Subject: Fwd: city of Oroville/ Gateway Project

Sent from my iPhone

Begin forwarded message:

From: Michael Phulps <mike@mtlwks.com>

Date: May 19, 2025 at 5:37:24 PM PDT

To: Michael Phulps <mike@mtlwks.com>

Subject: city of Oroville/ Gateway Project

11

Good evening Mayor Pitman and city council members.

As Brian has spoke about the Gateway Project, I like many other residences and business owners have made significant investments in our community. The money being invested in our community for our future. If we fumble this wonderful opportunity to develop the right project(s) for this area, we'll miss the oppo require housing, which all drive our local economy.

I would like to see a quarterly report to the city council from the current property owner on the progress being made. There should have been milestones atta they would develop the property in the best interest of the city, not the property owner personally.

I believe 4+ years has gone by since this transaction took place, so please inform the public as to the status and milestone goals.

Maybe its time for Brian to re-present his plan for the Gateway Project to the city?

Thank you for your time.

Thxx,

11

Michael Phulps

President / CEO

Direct: 530-532-3702

mike@

Mobile: 530-510-0093

Fax: 530-653-2060

www.mtlwks.com

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2024

SAFETY AW





CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: NEW CONTRACT TERM WITH CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FOR FUTURE FIRE PROTECTION SERVICES

DATE: MAY 20, 2025

SUMMARY

The Council shall consider entering into either a new three, four or five year contract with CAL FIRE to extend fire protection services.

DISCUSSION

The City entered into an agreement with CAL FIRE in July of 2022 to provide fire protection personnel services for the City. The agreement is for three years and is scheduled to terminate on June 30, 2025. The agreement is for personnel services only, with the City continuing to provide facility, equipment and operational expenses. Prior to entering into the agreement with CalFire, the City of Oroville had its own City Fire Department which provided fire protection services.

On November 19, 2024 staff presented information on both models of fire protection services (City operated and contracting with CAL FIRE). Both models have proven to provide the City with outstanding fire protection services. With the existing contract scheduled to terminate in June, staff recommend a new contract be negotiated with CAL FIRE for continued fire protection services.

Staff were directed to bring back cost options which include either a three, four or five year agreement with CAL FIRE for fire protection services in the City. These costs estimates are the following:

Fiscal Year 2025/26 - \$6,348,988
 Fiscal Year 2026/27 - \$6,602,948
 Fiscal Year 2027/28 - \$6,867,066
 Fiscal Year 2028/29 - \$7,141,748
 Fiscal Year 2029/30 - \$7,427,418

FISCAL IMPACT

New contract amount representing an increase in approximately \$786,642 would need to be included in Fiscal Year 2025/26 budget.

RECOMMENDATION

Adopt Resolution No. 9375 directing staff to bring back a three-year agreement with CAL FIRE for Fire Protection services; or

Adopt Resolution No. 9376 directing staff to bring back a four-year agreement with CAL FIRE for Fire Protection services; or

Adopt Resolution No. 9377 directing staff to bring back a five-year agreement with CAL FIRE for Fire Protection services.

ATTACHMENTS

Resolution No. 9375 - Directing staff to bring a three-year contract to Council

Resolution No. 9376 - Directing staff to bring a four-year contract to Council

Resolution No. 9377 - Directing staff to bring a five-year contract to Council

November 19, 2024 Fire protection services analysis presentation

**CITY OF OROVILLE
RESOLUTION NO. XXXX**

**A RESOLUTION OF THE CITY COUNCIL DIRECTING STAFF TO BRING BACK A
THREE-YEAR CONTRACT WITH CALIFORNIA DEPARTMENT OF FORESTRY AND
FIRE PROTECTION WITH A TERM OF JULY 1, 2025 TO JUNE 30, 2028**

WHEREAS, the California Department of Forestry and Fire Protection has provided fire protection services to the City of Oroville since July 1, 2022; and

WHEREAS, the current contract with California Department of Forestry and Fire Protection for the City of Oroville will expire on June 30, 2025; and

WHEREAS, at the November 19, 2024 regular City Council meeting, Council directed staff to bring back three, four and five year contract options with California Department of Forestry and Fire Protection for fire protection services for the City of Oroville.

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

1. City Council hereby directs staff to bring a three-year contract to the Council for fire protection services with a term of July 1, 2025 through June 30, 2028.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on May 20, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, Assistant City Attorney

Brian Ring, City Clerk

**CITY OF OROVILLE
RESOLUTION NO. XXXX**

**A RESOLUTION OF THE CITY COUNCIL DIRECTING STAFF TO BRING BACK A
FOUR-YEAR CONTRACT WITH CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
PROTECTION WITH A TERM OF JULY 1, 2025 TO JUNE 30, 2029**

WHEREAS, the California Department of Forestry and Fire Protection has provided fire protection services to the City of Oroville since July 1, 2022; and

WHEREAS, the current contract with California Department of Forestry and Fire Protection for the City of Oroville will expire on June 30, 2025; and

WHEREAS, at the November 19, 2024 regular City Council meeting, Council directed staff to bring back three, four and five year contract options with California Department of Forestry and Fire Protection for fire protection services for the City of Oroville.

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

1. City Council hereby directs staff to bring a four-year contract to the Council for fire protection services with a term of July 1, 2025 through June 20, 2029.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on May 20, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, Assistant City Attorney

Brian Ring, City Clerk

**CITY OF OROVILLE
RESOLUTION NO. XXXX**

**A RESOLUTION OF THE CITY COUNCIL DIRECTING STAFF TO BRING BACK A
FIVE-YEAR CONTRACT WITH CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
PROTECTION WITH A TERM OF JULY 1, 2025 TO JUNE 30, 2030**

WHEREAS, the California Department of Forestry and Fire Protection has provided fire protection services to the City of Oroville since July 1, 2022; and

WHEREAS, the current contract with California Department of Forestry and Fire Protection for the City of Oroville will expire on June 30, 2025; and

WHEREAS, at the November 19, 2024 regular City Council meeting, Council directed staff to bring back three, four and five year contract options with California Department of Forestry and Fire Protection for fire protection services for the City of Oroville.

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

1. City Council hereby directs staff to bring a five-year contract to the Council for fire protection services with a term of July 1, 2025 through June 20, 2030.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on May 20, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, Assistant City Attorney

Brian Ring, City Clerk

Cooperative

Fire

Protection

Analysis

City of Oroville & CAL FIRE

Two Year Review



Agenda

- 1) Background Information
- 2) Staffing Summary
- 3) Service Analysis
- 4) Cost Analysis
- 5) Next Steps

Introduction

- City contracts with CAL FIRE for fire protection personnel services (operational expenses, vehicles, facilities are separate).
 - Contract with CAL FIRE for fire protection personnel services terminates on June 30, 2025.
- Both models, Oroville Fire Department (OFD) and CAL FIRE have provided effective fire protection services to the Community.
- Presentation is designed to factually show some of the differences between these two models.
 - Presentation isn't designed to say one model is better than the other.
- Staff will be seeking direction regarding how the Council would like to proceed with future fire protection services for the City.

Staffing Summary

Staffing Summary

- Both models (OFD and CAL FIRE) have provided similar staffing with regard to numbers (18 fire fighter personnel)
- Dispatch services moved from the City to the State (reduction of 2 City FTE's)
- Two apparatuses have been staffed in both models (1 Engine and 1 truck)
- OFD had a 56-hour workweek, while CAL FIRE has utilized a 72-hour work week (resulting in an increase in available staff hours)
 - These additional hours have provided the City with 3 staff per apparatus with CAL FIRE vs. 2 staff per apparatus with OFD

Staffing Summary Continued

- CAL FIRE will be moving to a 66-hour work week later in November this year.
- This change / reduction in hours worked will require 3 additional fire personnel to meet current schedule
- It is believed that the State will eventually move to a 56-hour workweek within the next 3-5 years.
- Moving from a 66-hour workweek to a 56-hour workweek will NOT result in the need for additional staff based on current model of staffing two engines (the addition of 3 staff for the current 66-hour change will provide sufficient staff).

Staffing Summary Continued

- City recently contracted with CAL FIRE for essential maintenance of fire vehicles.
 - *This is a new cost related to staffing demands in Public Works.*
- Fire Marshall duties and weed abatement duties have shifted to the City in the transition to CAL FIRE.
 - *City looking into enhancing current Fire Marshall capacity.*
- Recruitment, collective bargaining, personnel matters have shifted to the State.
- Absences are covered immediately by other State fire personnel.

Service Analysis

Service Analysis – OFD

Oroville Fire Department Service Benefits

Item 7.

01

Local Control A City fire department operates under the direct authority of the City government, allowing for greater control over staffing (ie. 2 vs. 3 per engine), qualifications, operations, and budgeting. This can lead to a more customized Department.

02

Familiarization of City

Local City firefighters **may** be more familiar with the City's specific layout, hazards, and challenges. They also **may** be more familiar with City administrative / operational services

03

Specialized Services

A City run fire department has more flexibility to focus on specific local needs such as urban firefighting, hazardous materials response, medical emergencies (EMT), Fire Marshal duties, annual fire inspections, weed abatement and specific request by City staff.

04

Economic Benefits

While establishing and maintaining a local fire department may have high upfront costs, Cities **may** see some long-term financial benefits from keeping control over their resources, hiring local personnel, and managing their own operations efficiently.

05

Administrative

City ran fire departments may be able to streamline decision making processes. With local leadership directly overseeing the department, there's less bureaucracy compared to a larger department run or contracted service. This could lead to quicker decisions on staffing, budget adjustments, and operational changes.



Service Analysis – CAL FIRE

Cooperative Fire Protection Agreement Operational Benefits

Item 7.

01

Access to additional Resources

Provides a timelier depth of Statewide resources, this allows access to a robust response system – CAL FIRE/Butte County Fire Engines, Bull Dozers, Hand Crews, Aircraft.

02

Extension of Resources

The City of Oroville receives automatic closest resource regardless of jurisdictional boundaries.

03

Enhancement of Response

Provides enhance response to large scale or simultaneous incidents.

04

Additional Support

The City of Oroville receives support from countywide cooperative fire protection programs- includes Training and Safety Bureau, Public Information Officer Services.

05

Interagency Teams

Countywide interagency specialty teams including _ Rope Rescue, Water Rescue, Hazardous Materials Team.

06

Centralization

The cooperative agreement also provides a centralized dispatch center for 911 intake and dispatching.



Cooperative Fire Protection Agreement Administrative Benefits

Item 7.

Recruitment and retention is no longer City responsibility

Pension liability is no longer City's direct responsibility
(costs included in contract)

Elimination of worker's compensation liability for the City

Options to consolidate resources for future cost saving

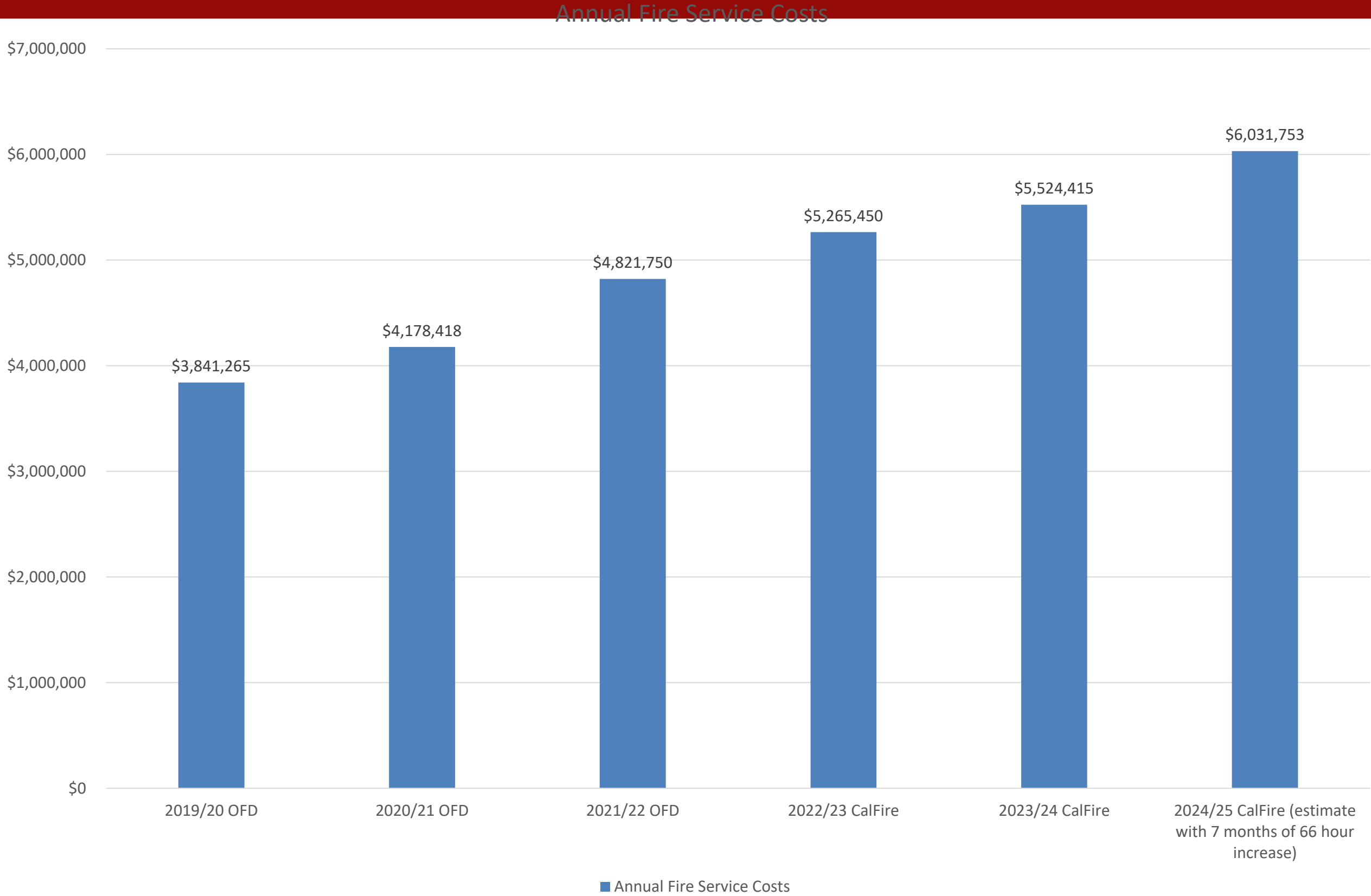
City is no longer responsible for labor negotiations

CALFIRE strives to maintain the Oroville Fire identity



Cost Analysis

SIX-YEAR EXPENSE EVALUATION



PAY COMPARISON

2021 / 22 OFD			Chico Fire – July 14, 2024		Difference	
Fire Fighter	\$22.04		\$32.26		46.3%	
Engineer	\$24.24		\$37.36		54.1%	
Lieutenant	\$25.45		\$43.25		69.9%	
Captain	\$28.47		\$43.25		51.9%	
**2% @ 50			**3% @ 50		Avg. 55.55%	

SIX-YEAR EXPENSE EVALUATION



Cost Analysis Summary

- There are many nuances associated with compensation – and assumptions made in developing predicted costs.
- Some key variables to consider:
 - Either model – costs will / are rising.
 - With an OFD model – the City would certainly need to keep pace with neighboring communities to remain competitive.
 - With a CAL FIRE model – the City is subject to State bargain rates.

Cost Analysis Summary

- Contract with CAL FIRE includes pension costs (both ongoing and the unfunded portion for current fire personnel)
- City continues to “own” previous OFD unfunded pension obligations. Costs associated with personnel going forward are the obligation of the State / included in the cost the State charges.

Questions – Next Steps

Direction

- Work on new agreement with CAL FIRE for Fire Protection services.
- Current contract terms in June of 2025
- Options
 - Direct staff to work on three-year agreement
 - Changes Council would like to see in agreement:
 - Require all City staff to hold current EMT
 - State preliminary benefit rates come out in January
 - Discuss long term desires of Council





Business Assistance and Housing Development

Item i.



APRIL 2025

Loan Portfolio Balance: \$48,743,382.08

Number of Loans	335	Loans in Default	3
Late Payment Notices	2	Late Insurance Notices	0
Annual Inspections Complete	0	Annual Certs Received	266

Loans in Default-4

1. 785 Bird St. Notice of Default received and letter to homeowner mailed. The home was listed for sale but fell out of escrow. A Notice of Sale was recorded for 3/19/25. City approved not redeeming this foreclosure and letting it go to the primary lender. Sale was postponed to 5/21/2025.
2. 9 Midway. Notice of Default was recorded 12/30/2024. Letter sent to homeowner without response. Working on Staff Report for council Action. Payoff Sent to primary 5/1/25. Once a Recission has been recorded, City will start foreclosure process with Mid Valley Title. This process takes approximately 4 months to reach the sale date.

Deceased Borrower-1

3. 6 Golden Eagle Rd. Sent letter to the Estate 7/11/2024. Son is applying to assume the loan. Borrower submitted application and is eligible to assume. Staff is preparing the Loan Assumption Agreement to executed.

Resolved Defaults-1

1. 58 La Cresenta Dr. Notice of Default was recorded 03/04/2025. The letter was sent to the homeowner without response. Payoff requested from the primary mortgage holder. Recission was recorded 4/11/2025

Loan Portfolio Analysis

Rehab Loans: 31 (\$1,218,473)	FTHB Loans: 272 (\$18,749,096)
Economic Development Loans: 1(\$166,063)	Landscape Loans: 3 (\$13,051)
Housing Development: 14 (\$27,703,861)	City Employee Mortgage: 5 (\$175,000)
Lease to Purchase: 4(\$355,578)	Payoff Requests Processed (2025): 9
Loans Repaid FY -24-25: 15	Payoff Received: \$1,211,042

First Time Home Buyer Program-City Program

Applications Received: 7

Applications under Review: 6

Loans Approved: 1

Loans Closed FY 24-25: 6

First Time Home Buyer Program-County Program administered by City

Applications Received: 0

Applications under Review: 0

Loans Approved: 0

Loans Closed FY 24-25: 2

Owner Occupied Rehabilitation

Applications Received: 2

Applications under Review: 2

Loans Approved: 0

Rehab in Process: 3

Loans Closed FY 24-25: 2

Grants Submitted FY23-24 and 24-25

1. Permanent Local Housing Allocation (PLHA)22-PLHACOM-17810: \$2,500,000 for Lincoln Village Apartments-awarded. Loan was disbursed 01/7/25.
2. 23-ERF-3L-00009 Encampment Resolution Funds-Mission Esperanza: \$1,730,450-Awarded.
3. Affordable Housing and Sustainable Communities (AHSC)- Nelson Point Apartments-Not awarded.
4. 2023 Community Development Block Grant Amend 1: Fire Truck Purchase-Not awarded.
5. 20-PLHA-15545 Grant Application for years 21-22 of 5-year allocation \$336,105: Owner-occupied Rehabilitation-awarded. Awarded 10/29/24.
6. 2023 HOME Investment Partnership: \$500,000 for FTHB program-Awarded.
7. 2024 CDBG Program Income Only: \$1,500,000 for FTHB program-Awarded 10/29/24.
8. 2024 CDBG General Allocation: \$3,100,000 for Fire Truck, Fire Engine and Fire Equipment-conditional award received.
9. 2024 CDBG General Allocation: \$100,000 for Catalyst Domestic Violence-conditional award received.
10. 2024 CDBG General Allocation: \$164,486 for South Oroville Drainage Feasibility Study-Conditional award received.
11. 20-PLHA-15545 Grant Application for year 2023 of 5-year allocation \$83,338: Owner-occupied Rehabilitation-awarded
- 12.

Current Project Highlights

1. Lincoln Village Apartments- Completed and currently 100% leased.
2. Lincoln Street Senior Apartments-Submitted Financing package to the State with request for an extension. Submitted application for 20DRMHP Funds. These funds were awarded, as well as Tax credits. Currently working on obtaining Notice to Proceed from the State and working on obtaining a Will-Serve letter from SCOR and LOAUPUD. The project was awarded an additional \$4,325,000 from CDBG-DR to be administered by the State. Loan documents are being reviewed and approved and project should fund and received NTP by May 21st.
3. Mission Esperanza-Under construction, pallet shelters are being installed, staffing on-boarding and training is underway. Project will be complete by the end of April without power. Projection to open in June 2025 due to not receiving the PGE gear switch for power until June. Awarded and disbursed Housing Program Fund grant of \$100,000 for operations. Should be complete by end of May, excluding the power.
4. Neighborhood Cleanup Program- grant is 70% expended.
5. Improvements to Oroville Convention Center-Project complete. Grant is 100% expended, but still expending general administration.
6. Veteran's Village-City released Tranche 1 on 09/25/2024 to VHDC. Plans and Specs, environmental review underway. The City solar array was built in the City easement to access the project, working with VHDC and City engineering to determine remedy.
7. Prepared the required updates to HOME Program Guidelines and security documents. These were submitted to the State for approval. Pending.
8. 3235 Burlington Ave.-Foreclosure complete, Exempt Surplus Property submitted and approve by State. The City will list it in February 2025 due to repairs suggested by City's realtor. City received a full price offer and will be requesting City approval at the May 6, 2025 Council Meeting.
9. Will begin a marketing campaign in February 2025 for both the FTHB and OOR Program applicants
10. Annual Portfolio Certification and Drive-by Inspections are underway for 2025, will be ongoing until complete.
11. 1218 Bird Street's listing is in escrow. Several repairs were suggested to be made due to the fact that it's an FHA loan. Those repairs are underway, HVAC system was stolen and is in the process of being replaced. **SOLD**
12. Housing Element Annual Report and SB341 Annual Report but submitted prior to April 1 deadline.

Mayor David Pittman – Remarks

Hmong/Lao 50-Year Memorial Ceremony May 15, 2025 1200 hours.

Good morning,

Ladies and gentlemen, honored guests, veterans, families, and members of the Hmong and Lao communities: President Kay Cha.

Today, we stand together on sacred ground — ground that bears witness to a powerful legacy. It is my honor to welcome you to the **Grand Opening Ceremony** of the **Hmong/Lao Memorial**, commemorating **50 years of freedom** and honoring the extraordinary sacrifices made in the fight for that freedom.

This memorial is more than a monument. It is a living testament — a permanent reminder of the **brave Hmong and Lao soldiers** who served shoulder-to-shoulder with American forces during the **Vietnam War** and the **Secret War in Laos**, from 1961 to 1975.

These were not ordinary men. They were heroes — courageous warriors who risked everything to defend their homeland and stand up for the values we hold dear: freedom, dignity, and the right to live in peace.

When the world wasn't watching, these soldiers were fighting — in the jungles, in the mountains, on the front lines of history. And when the war ended, the journey didn't stop. It continued through hardship, through exile, and ultimately, through resettlement here in the United States, where Hmong and Lao families began to rebuild lives with resilience, strength, and hope.

We gather today to **honor their service**, to **recognize their sacrifice**, and to say what should always be said: **Thank you**.

To our veterans and their families — this memorial is for you. It stands for your bravery. It speaks for those who can no longer speak. And it ensures that your place in history is never forgotten.

To the next generation — may you come to this place and learn not only where you come from, but what your parents and grandparents gave so that you could have a future filled with freedom and opportunity.

As mayor, I am deeply proud that our city can be a home for this memorial — a place of remembrance, of education, and of honor. May it stand for another 50 years and beyond, as a symbol of courage, loyalty, and the unbreakable bond between allies.

Thank you to everyone who made this day possible. And to the Hmong and Lao communities — we see you, we honor you, and we thank you for being an essential part of our American story.

May God bless you all, and may this memorial forever inspire freedom, unity, and peace.

Thank you.