



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

August 05, 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 – Four 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

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 – 4** 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. AWARD ABC NICK'S PIONEER TOWING THE ABANDONED VEHICLE ABATEMENT TOWING SERVICE CONTRACT

The City Council shall consider awarding ABC Nick's Pioneer Towing with the abandoned vehicle abatement towing service contract.

ACTION(S) REQUESTED -

1. **AWARD ABC NICK'S PIONEER TOWING WITH THE ABANDONED VEHICLE ABATEMENT TOWING SERVICE CONTRACT; AND**
2. **AUTHORIZE THE MAYOR TO SIGN APPLICABLE DOCUMENTS.**

2. POSITION REASSIGNMENT IN FINANCE

The City Council shall consider the approval of a reassignment of positions in the Finance Department. Specifically, staff request removing one vacant Accounting Tech position and adding a Payroll Technician. This will result in a total of two (2) Payroll Technicians.

ACTION REQUESTED -

AUTHORIZE THE DELETION OF ONE ACCOUNTING TECHNICIAN AND THE ADDITION OF ONE PAYROLL TECHNICIAN.

3. AWARD OF CONTRACT; TOPOGRAPHIC SURVEY FOR 655 CAL OAK

The City Council shall consider awarding a contract to NorthStar Engineering, of Chico for topographic survey services on the new City of Oroville Corporation Yard.

ACTION(S) REQUESTED -

- 1. AWARD THE CONTRACT TO NORTHSTAR ENGINEERING FOR \$7,500, AND**
- 2. AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT.**

4. INVESTMENT BROKERAGE FIRM CHANGE

The City Council shall consider the approval of a change from LPL Financial to Ameriprise Financial, to be the new broker for Building Bridges Financial Advisors, who assists the City with financial investments.

ACTION REQUESTED -

AUTHORIZE THE CITY ADMINISTRATOR AND THE FINANCE DIRECTOR TO SIGN ANY FORMS TO SWITCH OUR ACCOUNT TO AMERIPRISE.

5. RESOLUTION RECOGNIZING KASEY DAHL FOR EXTRAORDINARY EFFORTS

At the request of Council Member Reynolds with support of Council, the Council shall consider a resolution recognizing Kasey Dahl, for her extraordinary efforts which resulted in the saving of a co-worker's life.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9405 AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

6. APPOINTMENT OF ERIN LACKEY TO THE ART COMMISSION

[The City received a completed application from Erin Lackey for an appointment to the Oroville Arts Commission. Staff has reviewed the application and is recommending that Council consider the appointment.](#)

ACTION REQUESTED -

APPOINT ERIN LACKEY TO THE OROVILLE ARTS COMMISSION WITH A TERM DATE OF AUGUST 5, 2025 – AUGUST 5, 2029.

7. NEOGOV'S RECRUITING AND APPLICANT TRACKING SYSTEM SOFTWARE

The City Council shall consider agreement of NeoGov's recruiting and applicant tracking system software.

ACTION REQUESTED -

1. APPROVE STAFF TO ENTER INTO A TWO YEAR AGREEMENT WITH NEOGOV FOR AN AMOUNT NO TO EXCEED \$19,120.00; AND
2. AUTHORIZE MAYOR TO SIGN AGREEMENT.

8. ANNUAL SPECIAL TAX FOR THE CITY'S COMMUNITY FACILITIES DISTRICT NO. 2006-1 (WESTSIDE PUBLIC SAFETY FACILITIES) AND DISTRICT NO. 2006-2 (PUBLIC SAFETY SERVICES) FOR FISCAL YEAR 2025/26

The City Council shall consider the annual special tax relating to the City's Community Facilities Districts ("CFD's").

ACTION(S) REQUESTED -

1. ADOPT RESOLUTION NO. 9402 - A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-1, WESTSIDE PUBLIC SAFETY FACILITIES, FOR FISCAL YEAR 2025/26; AND
2. ADOPT RESOLUTION NO. 9403 - A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-2, PUBLIC SAFETY SERVICES, FOR FISCAL YEAR 2025/26; AND
3. AUTHORIZE THE MAYOR TO SIGN THE PROPOSITION 218 CERTIFICATES FOR INCLUSION ON THE 2025/26 BUTTE COUNTY TAX ROLL.

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

9. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1, 2, 4, 6-8

The City Council shall consider approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2025/26.

ACTION REQUESTED -

NO ACTION IS REQUIRED THIS YEAR AS NONE OF THE ZONES WILL BE ASSESSED. THIS IS DUE TO LOW EXPENDITURES AND SUFFICIENT ZONE RESERVES TO COVER THOSE COSTS.

10. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 3, 5, 9

The City Council shall consider approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2025/26.

ACTION REQUESTED -

NO ACTION IS REQUIRED THIS YEAR AS NONE OF THE ZONES WILL BE ASSESSED. THIS IS DUE TO LOW EXPENDITURES AND SUFFICIENT ZONE RESERVES TO COVER THOSE COSTS.

11. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS, ZONES 1, 4, 6, 11, 13, 16, 18

The City Council shall consider approving the Annual Assessment Report and authorizing the levy and collection of assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2025/26.

ACTION REQUESTED -

APPROVE THE ANNUAL ASSESSMENT REPORT AND AUTHORIZE THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT.

12. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS, ZONES 2, 3, 5, 7, 10, 12, 14, 15, 17

The City Council shall consider approving the Annual Assessment Report and authorizing the levy and collection of assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2025/26.

ACTION REQUESTED -

APPROVE THE ANNUAL ASSESSMENT REPORT AND AUTHORIZE THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT.

13. BUTTE COUNTY PROP 218 RESOLUTION FOR FISCAL YEAR 2025-26

The City Council shall consider adopting the Proposition 218 Compliance Resolution.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9404 - A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO SIGN THE APPROVED RESOLUTION.

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

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on August 19, 2025 at 4:00 p.m.

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

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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RONNIE BELSER, DIRECTOR OF CODE ENFORCEMENT

**RE: AWARD ABC NICK'S PIONEER TOWING THE ABANDONED VEHICLE
ABATEMENT TOWING SERVICE CONTRACT**

DATE: AUGUST 5, 2025

SUMMARY

The City Council shall consider awarding ABC Nick's Pioneer Towing with the abandoned vehicle abatement towing service contract.

DISCUSSION

The City issued a request for proposals (RFP) for towing services for the Abandoned Vehicle Abatement Program was posted on the City website and RFP packets were hand delivered to all local tow companies.

The due date for the RFP packet was June 2, 2025. The City received two proposals (ABC Nick's Pioneer Towing and Kings Towing), which were reviewed by staff.

After careful review, staff recommend that ABC Nick's Pioneer Towing be awarded the AVA contract. They are the current contract holders, are reliable and their contract bid was the most cost-effective.

FISCAL IMPACT

None.

ACTION(S) REQUESTED -

**AWARD ABC NICK'S PIONEER TOWING WITH THE ABANDONED VEHICLE
ABATEMENT TOWING SERVICE CONTRACT; AND**

AUTHORIZE THE MAYOR TO SIGN APPLICABLE DOCUMENTS.

ATTACHMENTS:

Proposed tow costs ABC Nick's Pioneer Towing.

Proposed tow costs King's Towing.

Agreement

Attachment I Proposed Tow

Charges

Note: Do not include storage fees in tow charges

STANDARD TOWS (See Page6)

Attachment 1 – Proposed Tow Charges

	Standard Tows “Scheduled”	“Priority”	Oversize Tows “Scheduled”	“Priority”	Motor-homes “Scheduled”	“Priority”	Travel Trailers “Scheduled”	“Priority”
Single / Standard Vehicle	\$ 125	\$ 125						
Capacity / Multi vehicle Carrier	No. _____ \$	No. _____ \$						
Up to 25’								
26’ – 30’					\$ 1360	\$ 1360	\$ 1360	\$ 1360
31’ – 35’					\$ 1360	\$ 1360	\$ 1360	\$ 1360
36’ and Over					\$ 1360	\$ 1360	\$ 1360	\$ 1360
Large Parts	\$ 25							
Engines, transmissions, etc., not able to lift manually If you are on site for towing and there are additional large parts from vehicles, not belonging to the vehicles you are towing:								
STORAGE FEES (for RFP)	\$ 5	Per Day	\$ 25	Per 15 day period				
Charges for towing City owned vehicles	\$				Storage per day	\$		

Priority Tows are those which must be done in the shortest time possible after receiving notification of the tow.

Scheduled Tows would be those that can be scheduled for a certain day of the week, or on a certain date.

Attachment I Proposed Tow Charges

Note: Do not include storage fees in tow charges

STANDARD TOWS (See Page6)

Attachment 1 – Proposed Tow Charges								
	Standard Tows “Scheduled”	“Priority”	Oversize Tows “Scheduled”	“Priority”	Motor-homes “Scheduled”	“Priority”	Travel Trailers “Scheduled”	“Priority”
Single / Standard Vehicle	\$ 125.00	\$ 125.00						
Capacity / Multi vehicle Carrier	No. 2 \$ 225.00	No. 2 \$ 225.00						
Up to 25’			\$ 60 PER TOW	\$ 60 PER TOW	\$ 60 PER TOW	\$ 60 PER TOW	\$ 60 PER TOW	\$ 60 PER TOW
26’ – 30’			\$ ↓	\$ ↓	\$ ↓	\$ ↓	\$ ↓	\$ ↓
31’ – 35’			\$ ↓	\$ ↓	\$ ↓	\$ ↓	\$ ↓	\$ ↓
36’ and Over			\$ ↓	\$ ↓	\$ ↓	\$ ↓	\$ ↓	\$ ↓
Large Parts	\$ 30.00 EACH							
Engines, transmissions, etc., not able to lift manually If you are on site for towing and there are additional large parts from vehicles, not belonging to the vehicles you are towing:								
STORAGE FEES (for RFP)			\$ 15.00	Per Day	\$ 225.00	Per 15 day period		
Charges for towing City owned vehicles			\$ 100.00		Storage per day		\$ 15.00	

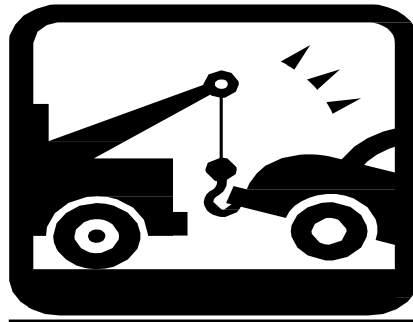
Priority Tows are those which must be done in the shortest time possible after receiving notification of the tow.

Scheduled Tows would be those that can be scheduled for a certain day of the week, or on a certain date.

CITY OF OROVILLE REQUEST FOR PROPOSALS (RFP)

City of Oroville (Jurisdictional) Abandoned Vehicle Abatement Towing Services

(Only includes the area within the City limits)



**DUE DATE: June 2nd 2025 at 5:00PM (See
Page 8 for submission requirements)**

Please submit questions to Officer Ron Belser, City of Oroville
530.538.2498 or rbelser@cityoforoville.org

***City of Oroville
Code Enforcement Department
1735 Montgomery
Street
Oroville, CA 95965
(530) 538-2498
FAX (530) 538-2426***

INTRODUCTION

The City of Oroville is seeking a firm to provide City-wide towing services for the Abandoned Vehicle Abatement and Nuisance Abatement programs, and the occasional towing of Department vehicles as the need arises. The City at their option, *may* consider awarding contracts based upon the attached Abandoned Vehicle Abatement Towing Map.

The City intends to award a contract to a firm that shall meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm shall be required to enter into a contract with the City for the services requested in this RFP within a reasonable time after award. A firm submitting a proposal must be prepared to use the City's standard contract form rather than its own contract form. The contract shall include terms appropriate for this project. Generally, the terms of the contract shall include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior approval; (3) no payment without prior approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the City; (7) approval by the City of any subcontractors; and (8) minimum appropriate insurance requirements. A Model Agreement is attached as Exhibit B to this RFP. The City intends to award a contract substantially in the form of the Model Agreement to the selected contractor (s).

BACKGROUND

The City as a *jurisdictional* member of the Butte County Abandoned Vehicle Abatement (AVA) Program Service Authority encompassing the incorporated areas of the City Limits of Oroville in Butte City began towing abandoned vehicles in December 2003.

Funds for the AVA program are generated from a one dollar registration fee collected by the State of California. Each quarter, after the State takes out their administrative fee, the registration funds are sent to the Butte County Abandoned Vehicle Abatement Joint Powers Authority for distribution to the participating jurisdictions (Biggs, Chico, Gridley, Oroville, Paradise and Butte City). The City receives an administrative fee for staff support (Development Services, Butte County Counsel, and Auditor's Office) to the Butte County Abandoned Vehicle Abatement Joint Powers Authority program (all jurisdictions) and the remaining funds are divided in half. One half of the funds are paid to each jurisdiction solely based upon their percentage of population. The remaining half of the funds are paid to each jurisdiction based upon the number of tows.

Tow companies in good standing on California Highway Patrol (CHP) Tow Service Agreement (TSA) rotation were eligible to enter into an Agreement with the City of Oroville for towing abandoned vehicles at the direction of the City of Oroville Code Enforcement Department, Oroville Police Department (OPD), and Municipal Law Enforcement Officers (MLE) or Code Enforcement Officers.

Tow rates were initially established with input from tow companies and licensed Dismantlers, other jurisdictions, and City staff. Charges for towing "over-sized" vehicles were established by a bid process involving those tow companies equipped and willing to tow larger vehicles.

AVA funds are intended to help jurisdictions cover the costs of the program. Eligible costs include staff time and expenses related to the program. Initially the City of Oroville (jurisdiction), invested in making the program a success, towed a large number of vehicles (which gave us a larger portion of each quarter's funding), and used the funding to pay for those tows. Increased costs of towing "over-sized" vehicles, along with the continued volume of tows eventually exceeded the City of Oroville AVA funding and the City committed additional funds, to continue towing. AVA funding was not available then to cover the hours of time put in by the code enforcement department, administrative staff, or AVA-related expenses – which was absorbed by the City of Oroville.

The time commitment to the AVA program by the Department is significant. Resources devoted to this program which have the potential of being compensated for by AVA funds, reduce the time available to spend on other equally important efforts that do not have the same level of funding resources. It is intended that via this RFP we find the most cost-effective way to deliver tow services and optimize funding resources.

We expect the successful bidder to this RFP to begin work on July 1, 2025, or sooner, upon full execution of an agreement with the City of Oroville.

SCOPE OF SERVICES

Overview. The *incorporated* portion of the City Limits within the County of Butte is the area covered by this RFP. The attached Abandoned Vehicle Abatement Towing Map shows boundaries.

1. California Highway Patrol Rotation List and Tow Service Agreement. Towing firms shall:

- maintain membership in good standing on one or more of the California Highway Patrol (CHP) rotation lists for City of Oroville (City) (at City's option, the City may consider tow companies, dismantlers and licensed scrap dealers in good standing on CHP rotation lists in other than the City of Oroville.
- be currently in compliance, and maintain that status, with all conditions, meeting all requirements and consistently following all protocols set forth in the current Department of California Highway Patrol Tow Service Agreement;
- apply and follow these standards as respects to services provided for the City; and notify City immediately of any disciplinary actions resulting in letters of written reprimand, suspensions or termination of their CHP Tow Service Agreement.
- only use those tow vehicles authorized/inspected as part of CHP rotation.

Failure to apply the above-referenced standards, maintain good standing, or to notify City of any disciplinary action, shall be immediate cause for cancellation of any subsequent towing agreement entered into with City of Oroville, at the sole discretion of the City of Oroville.

Should failure to maintain good standing, impact the City of Oroville in their ability provide towing services for the Abandoned Vehicle Abatement program, either programmatically or fiscally, City of Oroville may hold contractor liable for damages and seek restitution for breach of the agreement. Such restitution may be in the form of withholding payment for services provided. In no case shall the City be liable to pay for services provided while a tow company is on suspension or terminated from the CHP program.

2. **Response Time of Abatement Services.** This is a critical element of the Abandoned Vehicle Abatement program and one that shall be given due consideration in reviewing responses. Interested firms must be able to respond to single and/or multiple removals at any given time. The City reserves the right to authorize a time extension to towing firms for vehicle removal and recovery services.

- **“Priority” Tows.** Tow services for vehicles that impact Health and Safety due to their location and/or condition require the quickest response time. For reference purposes, these shall be referred to as “priority” tows.
- **“Scheduled” Tows.** Other tows, not as critical in nature, may be able to be “Scheduled”, perhaps on certain days for certain areas, or on a case-by-case basis.

Firms shall be asked to provide both response times for “priority” tows and “scheduled” tows.

The City of Oroville reserves the right to make multiple awards and/or purchase subsequent services on the open market if necessary, to provide for timely removal of vehicles in the event contracted towing firm(s) fail to perform within the required frame. In such instances, the City of Oroville shall have the right to deduct from any monies due, or that may after become due, to the contracted firm(s) the difference between the price named in the contract and the actual cost thereof to the City.

3. **Volume Capacity of Abatement Services.** Interested firms must be able to respond to single and/or multiple removals at any given time. The volume of vehicles that can be towed in any one day, is another critical element considered in the review of responses. This is especially true with regards to removal of vehicles from private properties which are performed under the Nuisance Abatement program and require removal with a specified time.

Firms which possess multiple car carriers are anticipated to offer better prices than a firm with limited ability to tow multiple vehicles from one site, within the span of time available.

4. **Storage Facilities.** In addition to meeting the requirements for storage facilities contained in the CHP Tow Services Agreement, storage facilities must be in compliance with zoning regulations. Another critical element of consideration in review of proposals is the overall storage capacity (how many vehicles can be stored at any one time) and the efficiency of the firm to maintain sufficient storage capacity to accommodate the volume of vehicles towed for the City of Oroville, by appropriate and timely removal/disposal of stored vehicles.

5. **On-Site Inspections.** On-site inspections may be performed by the City of Oroville to ascertain that recordkeeping, facilities and equipment are in accordance with the

requirements and intentions of the specifications. Towing firms shall allow inspections of upon request by the City of Oroville during normal business hours.

Item 1.

- 6. Rules and Regulations of the Abandoned Vehicle Program.** Knowledge of and compliance with regulations regarding the disposition of abandoned vehicles is mandatory. Vehicles removed by the towing firm(s) pursuant to Sections 22523, 22661, 22669 and 22851.3 of the California Vehicle Code shall be transported to the storage facility provided by the towing firm and stored for a designated 15-day period before disposal. At the conclusion of the storage period, with required DMV forms completed by the towing firm(s), the towing firm(s) may dispose of the vehicle. Abated vehicles or parts thereof shall not be reconstructed or made operable unless the vehicle qualifies for restoration pursuant to Section 5004 of the Vehicle Code. Abandoned vehicles shall be disposed of by removal to a dismantler or to a scrap yard for processing as scrap. Vehicles towed under the Abandoned Vehicle Abatement program for which junk slips are not obtainable due to their value being over the designated monetary value for junked vehicles may be sold via lien sale. You may look up Vehicle Code and Government Codes at <http://www.leginfo.ca.gov/calaw.html>.
- 7. Invoicing and Recordkeeping.** Firms awarded contracts shall be expected to demonstrate good recordkeeping practices. The City Of Oroville shall be entitled to audit the books and records of the towing firm. Such books or records shall be maintained by the towing firms for a period of two years from the date of the final payment or until an audit is completed. Review of records and recordkeeping practices, at the towing firm's place of business, may be performed at the request of the City, by giving 24 hours advance notice.
- **Invoices** shall be submitted in a manner acceptable to the City and in a timely manner. Diligence shall be required in obtaining signed junk slips as soon as possible after the 15 day storage. Invoices are required to be submitted within 10 days of obtaining the signed junk slip. Invoices with junk slips dated over 10 days from submission of the invoice are considered late and **late invoices shall not be honored.**
 - **"180" Form Accountability.** Towing firms must account for all "180" forms. "180s" are issued sequentially with a code indicating the date and Code Enforcement Officer. All "180" forms shall be accounted for, either by the submission of timely invoices and accompanying junk slips, or by indicating the status as being reclaimed "owner paid" (see below), or by indicating on a copy of the "180" submitted with monthly invoices that the vehicle was over the monetary value for a junk sale and therefore was sold via lien. Missing "180" forms shall be cause for investigation, including a review of records.
 - **Owner Reclaiming Vehicles.** An owner of a towed abandoned vehicle, upon submission of required proof of ownership and current DMV registration, may reclaim their vehicle by paying the towing firm's reasonable prevailing towing and storage fees (storage fees shall not exceed the cost of seven days per Section 22554 of the Vehicle Code). The towing firm would include the "180" form along with submission of other invoices for that month with a note on the top of the form to indicating "owner paid". A copy of the receipt provided to the Owner of the vehicle, containing the owner's name, address, and phone number shall accompany the "180".

- **City Release of Vehicles.** Under unusual circumstances, the towing firm may release vehicles to the owner of the vehicle with a written release from the Code Enforcement Division. If the owner of the vehicle is to be charged reasonable fees, it shall be handled as stated above under "Owner Reclaiming Vehicles". If the City has already been billed for the tow, the towing firm shall issue a credit to the City along with the submission of monthly invoices. If the towing firm is required by the City, in writing, to return the vehicle to the site from which it was towed in order to release the vehicle to the registered vehicle owner, the towing firm shall be entitled to charge the City the same towing charge (exclusive of any extra charges, storage charges, etc.) as the initial recovery towing (only) fee. However, if the towing firm is required to release the vehicle to the registered owner at its storage yard, the City shall not be charged any additional towing fees.
- **Towing Firm Liability for Exceeding Contract Maximum.** Towing firms are responsible for tracking services delivered against their contracted amounts and not exceeding those amounts. Providing services in excess of the contracted maximums in place at any given time shall be the risk of the towing firm(s).
- **Towing Firm Liability for Provision of Required Insurance Documents.** Towing firms are responsible for keeping up to date insurance information on file with City. Certificates of Insurance and endorsements to policies naming the City as additional insured shall be updated prior to expiration of previous documents on file. The City reserves the right to withhold payments to towing firms in the event of material non-compliance with the insurance requirements outlined above.

Standard Tows Defined. For purposes of this proposal, contractor shall consider bids to pertain to towing, storage, and recycling of all motorcycles, all passenger cars, all SUVs, all light and medium duty pickup trucks and all utility trailers up to 20 feet. These shall be considered "standard" tows. Miscellaneous parts and pieces of dismantled vehicles shall be handled as in current contracts, parts belonging to/missing from another a towed vehicle shall be considered as part of a vehicle's towing charges, other parts that can be picked up manually (from different vehicles) shall be done so without additional charges. You shall be asked to provide your proposed charges for heavier parts requiring equipment to pick up, as part of your proposal, however a determination shall be made by Code Enforcement as to whether the combined quantity and effort to remove said parts shall be considered as a separate tow.

8. Towing and dismantling of vehicles beyond this description shall be considered "large" tows.

The City of Oroville reserves the right to authorize the towing firms to remove a "Standard Tow" vehicle as an "Extraordinary tow" vehicle when the City has determined that the vehicle became qualified as an "Extraordinary tow" after being tagged under the program. "Extraordinary tow" determination shall be at the sole discretion of Oroville Police Department or Code Enforcement Officer and may reflect unexpected difficulties encountered such as location of the vehicle making access difficult, etc.

Towing firm(s) shall remove abandoned vehicles from all types of properties and roadways, both improved and unimproved, on a City-wide basis. Property access and roadway widths vary. The towing firm(s)'s towing vehicles and equipment are expected to be able to negotiate all types of properties and roadways regardless of

improvements. However, if any vehicle is determined by the towing firm(s) to not be accessible for removal after referral, the towing firm shall immediately notify City Oroville in writing (by fax or email), at which time the City shall determine whether the vehicle is still eligible for removal under the Abandoned Vehicle Abatement Program. Item 1.

Towing firms shall be required to remove all abandoned vehicles referred by City Code Enforcement, and it shall be necessary for the towing firm(s) to retrieve vehicles from streams, wetlands, sloughs, ravines, or other difficult areas. Towing firms shall remove vehicles from riparian corridors and environmentally sensitive areas in a manner so as to minimize any further environmental damage. Refusal to remove difficult to retrieve vehicles may be considered a breach of the agreement.

9. **Disposal of Trash or Waste Materials.** Towing firm shall be responsible for lawful disposal of any trash or waste materials contained within any towed vehicles. It is the responsibility of the towing firm(s) to properly dispose of any waste matter within the abandoned vehicles authorized for towing prior to final disposition of the vehicle at no additional charge to the City. If uncontained hazardous materials are found in vehicles, call 911.
10. **One Proposal** shall be accepted from any one person, partnership, corporation or other entity, however, several alternatives may be included in one proposal.
12. **Nonexclusively.** The towing firm(s) awarded contract(s) and City agree that a contract does not establish an exclusive contract between the City of Oroville and contracted towing firm(s), nor does it constitute a commitment by City, whether expressed or implied, to contract with towing firm(s) to perform or supply any work, nor is there any guarantee as to the volume of work or the duration of a contract. The City expressly reserves all its rights, including but not limited to the following: The right to utilize others to perform or supply work of the type contemplated by any awarded Contract, the right to request proposals from others with or without requesting proposals from Contractor for work of the type contemplated by the contract, and the unrestricted right by the City to bid or perform any such work.
13. **Price Guarantee.** The City expects the price to remain the same during the length of the contract. If market conditions warrant, the City reserves the right to receive a lower price.
14. **Price Decline.** In the event of a price decline, or if the towing firm(s) contract with another government entity for the same service at lower prices than offered herein, with other terms and conditions being equal, then supplier shall immediately extend those same lower prices to the City.
15. **Funding.** For the contract(s) to be awarded is from State-imposed registration fees for Abandoned Vehicle Abatement funding and City reserves the right to limit services to the availability of Abandoned Vehicle Abatement funding for towing.

FORMAT FOR PROPOSALS

Responses to the Request for Proposals must be made according to the requirements set forth in this proposal, both for content and for sequence. Failure to adhere to these requirements or inclusion of conditions, limitations or misrepresentations in a response

may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point.

Item 1.

A. City Contact Person:

Submit one signed, unbound original and four (4) complete copies of the submittal to:

**Director of Code Enforcement Ron Belser,
City of Oroville, Code Enforcement
1735 Montgomery St.
Oroville, CA 95965
(530) 538-2448 ext.3055
rbelser@cityoforoville.org**

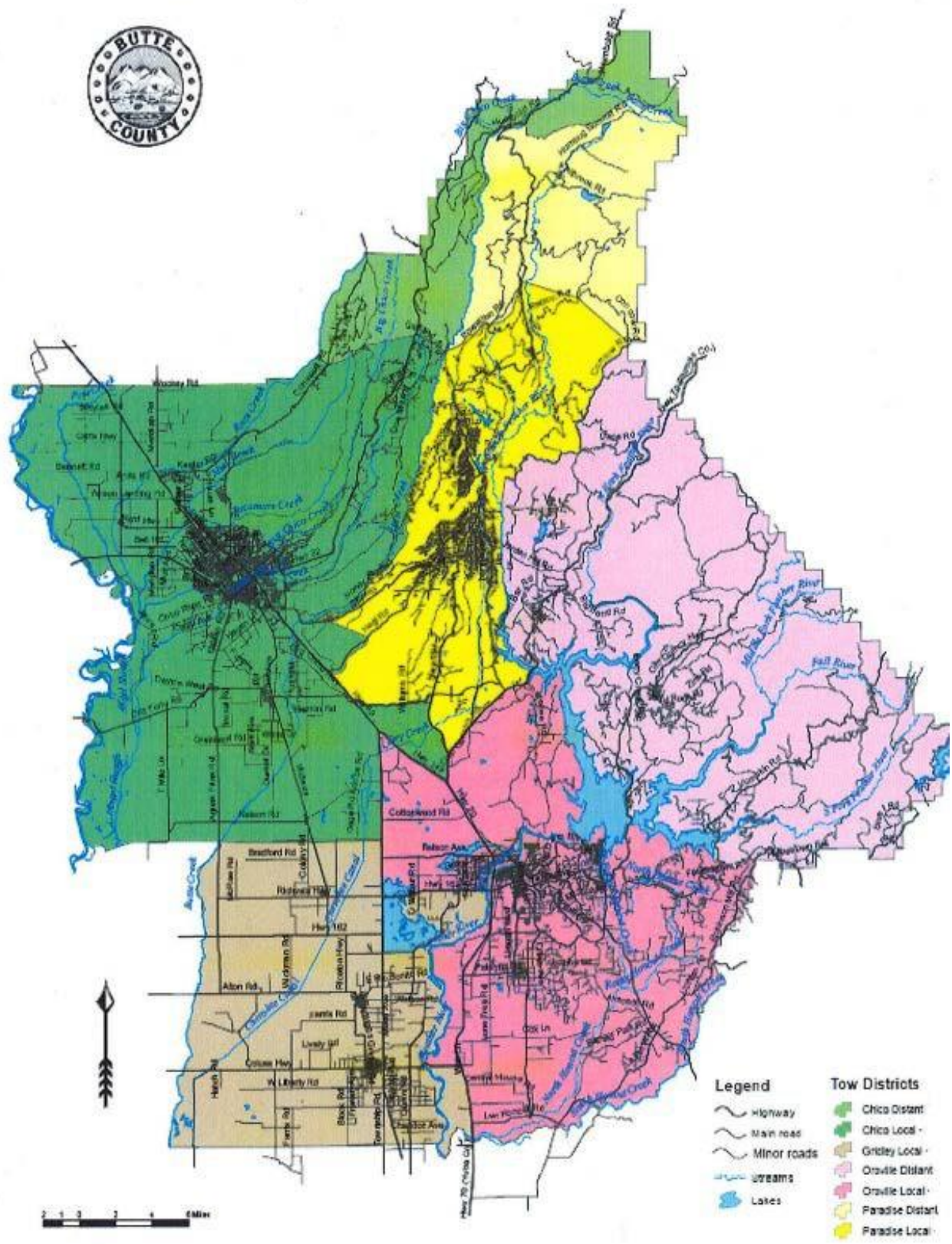
This person will serve as the City's contact person for this project who shall also respond directly with the contractor's project manager for questions, inquiries, and coordination.

B. Mandatory Content and Sequence of Submittal.

Please respond to the all the questions below. Include attachments as necessary, and label them as directed to facilitate City's review of your proposal.

ABANDONED VEHICLE ABATEMENT TOWING MAI

Item 1.



All proposals shall be effective a minimum of **21** days from the proposal submittal due date of

Ownership Information

Name of Legal Owner(s): _____

Structure of Business: ☐ Sole Proprietorship ☐ Corporation

☐ Other: _____

Legal Name of Business: _____

Firm's Federal Tax ID No.: _____

How long have legal owner(s) owned business: _____ Years _____ Months

Do owners participate in the day-to-day running of the business ☐ Yes ☐ No

If No, please explain level of involvement _____

Contact Information for person authorized to make representations for the firm, and sign any subsequent contract on behalf of the firm. If there is more than one person, please include that information in an attachment labeled "Contact Information."

Name: _____ Phone: _____

Address: _____ 2nd Phone: _____

City: _____ State: CA Zip: _____

Email: _____

Subcontractors Does your firm use subcontractors? ☐ Yes ☐ No

If yes, please supply as an attachment, a list of subcontractors with their business names, addresses, phone numbers and contact persons. Use an attachment labeled, "**Subcontractors**."

Financial Interest Is this towing directly involved in the towing-related business of any other operator within the City? ☐ Yes ☐ No

If yes, please explain: _____

Is this towing business directly involved in any recycling/salvage scrap metal business?

☐ Yes ☐ No If yes, please explain: _____

(use additional, attached pages if necessary, labeled "**Recycling/Salvage**")

Disposal of vehicles Do you receive payment for scrapping vehicles? ☐ Yes ☐ No

Please disclose in an attachment labeled, "Disposal of Vehicles", the name and addresses, and phone numbers of businesses you have utilized in the past 24 months to utilize to dispose of junked vehicles.

NOTE: On-site inspection of the facilities listed below may be performed by the City.

2. **Business Office Information**

Company Name: _____

Street Address: _____

Mailing Address: _____

City: _____ State: CA Zip: _____

Telephone No: _____ Telephone No. (2) _____

Fax Number: _____ Email address: _____

Business Office Days/Hours of operation: _____

If the office is closed for lunch, please indicate that time: _____ Shall not be less than 8-5, Monday through Friday, except for the following City-recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and the day following, Christmas Day)

3. **Primary Storage Facility Information** (Normally at the same location as the business address. If not at the same location, there shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and/or personal property shall be released at the primary storage facility or place of business upon request of the registered owner or a person having a legal entitlement to the vehicle and/or property.)

Street Address: _____

City: _____ State: CA Zip: _____

Telephone No: _____ Fax Number: _____

Vehicle Capacity: _____ Zoning: _____

(<https://assr.parcelquest.com/Home> "parcel lookup")

Hours of Operation: _____

Check if the use of the property as a storage facility is permitted by zoning ☐ and/or permit ☐
Use additional paper if necessary, attach and label it "**Storage Facility Permitted**".

Please explain: _____

Is this facility ☐ owned or ☐ on a month-to-month rental ☐ or leased. If leased, when does the lease expire? _____.

Do other tow companies utilize this space? ☐ Yes ☐ No

4. **Secondary Storage Facility Information**

Street Address: _____

City: _____ State: CA Zip: _____

Telephone No: _____ Fax Number: _____

Vehicle Capacity: _____ Zoning: _____

(www.buttecounty.net/dds "parcel lookup")

Hours of Operation: _____

Check if the use of the property as a storage facility is permitted by zoning ☐ and/or permit ☐
Use additional paper if necessary, attach and label it **"Secondary Storage Facility Permitted"**.

Please explain: _____

Is this facility ☐ owned or ☐ on a month-to-month rental ☐ or leased. If leased, when does the lease expire? _____.

Do other tow companies utilize this space? ☐ Yes ☐ No

5. **Tow Truck Drivers** Tow truck drivers shall be at least 18 years of age and shall possess the proper class license and endorsements for the towed and towing vehicle. Please attach additional sheet with information if you have additional employees who you propose to work under this program, label it "Tow Truck Drivers".

<u>Full Legal Names</u>	<u>Years of For-Hire Towing Experience</u>	<u>City of Residence</u>	<u>Completed Approved Tow Truck Driver Training Program</u>	
_____	_____	_____	☐ Yes	☐ No
_____	_____	_____	☐ Yes	☐ No
_____	_____	_____	☐ Yes	☐ No
_____	_____	_____	☐ Yes	☐ No
_____	_____	_____	☐ Yes	☐ No

6. **Annual Random Drug Testing Program.** Please attach information, and label it "Annual Random Drug Testing Program", on how this program is conducted, including procedures followed when tests come back positive.

7. **Tow Truck Classifications.** An operator shall equip and maintain tow trucks covered under this proposal with the provisions set forth in the California Vehicle Code, Title 13 of the California code of Regulations (Title 13) as required by their participation in the California Highway Patrol (CHP) Tow Service Agreement. Good standing in the CHP rotation and

adherence to those requirements in the delivery of proposed services for the AVA program is a mandatory requirement of this proposal and subsequent contract. The operator shall not dispatch a tow truck that has not been inspected and approved by the CHP.

Towing firm(s) shall maintain a sufficient number of tow trucks to conduct business and meet response times. Sufficient numbers of tow trucks shall be required by City of Oroville based on towing firm(s) volume of business in the tow districts they are bidding on. At least one (1) tow truck shall be a car carrier. Any tow truck which is not capable of providing continuous air to the towed vehicle shall be rated as a Class A tow truck.

Please provide the following information relative to tow trucks (as defined by the CHP Tow Service Agreement), inspected and approved for current use on an active CHP rotation. If you have more equipment than can be listed here, please list additional vehicles on an attachment labeled, "Tow Truck Classifications".

<u>Quantity</u>	<u>Year</u>	<u>Mileage</u>	<u>Class</u>	<u>Carrier</u>	<u>Capacity in Number of Vehicles</u>	<u>Location of Active CHP Rotation*</u>
_____	_____	_____	☐ A ☐ B ☐ C ☐ D	☐ Yes	_____	_____
_____	_____	_____	☐ A ☐ B ☐ C ☐ D	☐ Yes	_____	_____
_____	_____	_____	☐ A ☐ B ☐ C ☐ D	☐ Yes	_____	_____
_____	_____	_____	☐ A ☐ B ☐ C ☐ D	☐ Yes	_____	_____
_____	_____	_____	☐ A ☐ B ☐ C ☐ D	☐ Yes	_____	_____
_____	_____	_____	☐ A ☐ B ☐ C ☐ D	☐ Yes	_____	_____

*List all tow vehicles that may be available for tows in the City of Oroville, they must be on an active CHP rotation.

8. **Certifications/Awards/Recognitions** Please list and provide copies of any certifications, awards, special qualifications and/or forms of recognitions held by your firm in regards to staff, equipment and/or services that speak to the qualifications, experience, and or performance of services. As necessary, please explain the significance of any such documents. Please label these attachments with a cover sheet labeled, "Certifications/Awards/Recognitions".
9. **Current Rates** Please provide your two retail hourly rates as supplied to the CHP for purposes of entering their Tow Service Agreement rotation, both calls originating during normal business hours and after business hours for each of the tow areas. These are the rates you would charge a private party who comes to claim their vehicle prior to obtaining a junk slip. Include and itemize storage rates. Please provide this information on an attachment labeled "Current Rates".
11. **Response Time** Upon receiving a call from a code enforcement officer or Oroville Police Department dispatch, please indicate your maximum response time to requests for towing of abandoned vehicles.

“Priority” Tow (See Page 4 for definition) Maximum Response Times:

Oroville Priority _____ minutes

12. “Scheduled” Tow Maximum Response Times

If tows were scheduled for certain days of the week, or you were to be given advance notice, how would this enable you to provide tow services for scheduled dates and times? Please provide detail, as to how much advance notice would be required, etc., for you to provide scheduled tow services. Oroville Scheduled Tows _____ Hours _____ Days in advanced

The City of Oroville reserves the right to make multiple awards and/or purchase subject services on the open market if necessary, to provide for timely removal of vehicles in the event the primary Contractor(s) fails to perform within the required time.

The City of Oroville reserves the right to authorize a time extension to Contractor(s) for vehicle removal and recovery services.

13. Disciplinary Action Please disclose by marking the box(es) below any of the following disciplinary actions taken against an operator by the CHP in the last twelve months.

- ☐ First violation –letter of written reprimand
- ☐ Second violation – 1 to 30 day suspension
- ☐ Third violation – 60-90 day suspension
- ☐ Fourth violation – termination of CHP Tow Service Agreement

For any violation marked above, please provide a detailed explanation of the violation(s), length of suspension/termination, and corrective action taken to resolve cause of violation.

Please label the attachment as “Disciplinary Action.”

14. Contractor Capabilities Provide information for the Background and Experience in no more than six pages entitled, “Contractor Capabilities.” Submit with the subheading of Background and Experience your firm’s background, and its organizational structure, include names and titles. Describe the firm’s demonstrated experience in providing similar services.**15. Proposed Rates** Prices and cash discounts are to be firm. Please be sure to include any towing “rebates”, or other price breaks you are willing to provide. However, in the case of an announced price decrease, such decrease shall be passed on to the City. In the event of a price decline or if the Contractor contracts with another government entity for the same service at lower prices than offered herein, with other terms and conditions being equal, then supplier shall immediately extend those same lower prices to the City.**16. Community Benefit Programs** Please, describe in an attachment labeled, “Community Benefit Programs” your proposal for programs and/or services to benefit Butte City in the form of special programs or events such as “Amnesty” programs, “free” or “reduced-cost” “Neighborhood cleanup” tows to vehicle owners. Describe these programs and indicate the frequency in which you would provide these programs.

17. **Please provide your proposal for towing and storage service prices.** Use Attachment 1 Proposed Tow Charges form to indicate your *proposed* charges to the City for tows from each of the four delineated tow areas (including both standard and distant tows) within each tow area. The Abandoned Vehicle Abatement program pays for up to 15 days of storage, indicate your *proposed* daily storage charge to the City.

From time to time, the City of Oroville requires the towing of its vehicles when they become disabled during the course of business. Include your proposed price to the City for providing these tows. You may respond with a number of vehicles per year you would be willing to tow at your *proposed* price.

When there are parts of an abandoned vehicle(s) which either belong to a vehicle being towed, or that can be picked up manually, those parts too are considered as part of that vehicles tow cost and will not be considered as a separate tow. If there are larger parts, requiring equipment to lift and remove, a determination shall be made by Code Enforcement as to whether the combined quantity and effort to remove said parts shall be considered as a separate tow.

Use the attached spreadsheet for presenting your proposed prices – Attachment 1 Proposed Tow Charges.

Attachment I Proposed Tow Charges

Note: Do not include storage fees in tow charges

STANDARD TOWS (See Page6)

Attachment 1 – Proposed Tow Charges								
	Standard Tows “Scheduled”	“Priority”	Oversize Tows “Scheduled”	“Priority”	Motor-homes “Scheduled”	“Priority”	Travel Trailers “Scheduled”	“Priority”
Single / Standard Vehicle	\$	\$						
Capacity / Multi vehicle Carrier	No. _____ \$	No. _____ \$						
Up to 25’			\$	\$	\$	\$	\$	\$
26’ – 30’			\$	\$	\$	\$	\$	\$
31’ – 35’			\$	\$	\$	\$	\$	\$
36’ and Over			\$	\$	\$	\$	\$	\$
<u>Large Parts</u>	\$							
Engines, transmissions, etc., not able to lift manually If you are on site for towing and there are additional large parts from vehicles, not belonging to the vehicles you are towing:								
<u>STORAGE FEES (for RFP)</u>			\$	Per Day	\$	Per 15 day period		
<u>Charges for towing City owned vehicles</u>			\$		Storage per day		\$	

Priority Tows are those which must be done in the shortest time possible after receiving notification of the tow.

Scheduled Tows would be those that can be scheduled for a certain day of the week, or on a certain date.

COMMUNITY BENEFIT PROGRAMS (See Page 15)	
Please indicate programs and reduced tow charges for any Community Benefit Programs	
Please indicate the name/type of Program	\$
ie: “Neighborhood Clean-up”	
“Amnesty”...	
“reduced-cost”	

SELECTION PROCESS

The selection committee may include representatives from the Department of Development Services and selected City departments. The criteria for selecting the contractor recommended for selection by the Board of Supervisors is provided below:

- (1) Capability and Availability of Staff. Does the designated firm have the qualified and experienced staff needed to perform this job? (25 points max)
- (2) Equipment Resources. Does the designated firm have the towing equipment (inspected and approved by CHP) needed for this job? (25 points max)
- (3) Cost. How does the proposed cost to the City from the designated firm compare to the cost proposals from other firms? (50 points max)

Selection will consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified contractors. Level II will be used to select the finalist(s). This level may include a request for a presentation from the finalists, proposal fact-finding and negotiation of contract terms and conditions.

CITY NOTICES

Any questions related to this RFP are to be directed to the City contact person identified above. Do not contact other City personnel or selection committee members regarding this project or the selection procedures.

All proposing firms responding to this RFP should note the following:

- A. All work performed for Butte City, including all documents associated with the project, shall become the exclusive property of Butte City.
- B. City of Oroville reserves the right to:
 1. Reject any or all submittals;
 2. Request clarification of any submitted information;
 3. Waive any informalities or irregularities in any qualification statement;
 4. Not enter into any agreement;
 5. Not to select any firm;
 6. Cancel this process at any time;
 7. Amend this process at any time;
 8. Interview firms prior to award;
 9. Negotiate with companies submitting proposals;
 10. To award more than one contract if it is in the best interest of the City;
 11. To issue similar RFPs or RFQs in the future; or
 12. To request additional information during the interview.
- C. The selected firm(s) are expected to perform and complete the project in its entirety.
- D. Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by the City of Oroville.

MODEL AGREEMENT

The firm selected shall be expected to execute a contract substantially as the one included as Exhibit B Model Agreement. NOTE: Pay particular attention to Attachment I Standard Insurance Requirements of Exhibit B. Certificates of Insurance and Endorsements naming the City of Oroville as Additional Insured are required to be provided in a timely manner. You may have your insurance agent contact the City's designated Contact person for this proposal with any questions regarding insurance requirements.

TIMING AND SCHEDULE

***All responses to this RFP must be submitted on or before June 2, of 2025.
There will not be a public opening of the proposals.***

Checklist:

Complete and return information on Pages 10-14, including any applicable attachments as identified within the body of the RFP (referenced below for your convenience) in the format and quantity as described on Page 8.

Attachments labels as requested in this RFP:

Exhibit A Non-Collusion Declaration

Contact Information (if necessary, Page 10)

Subcontractors (if necessary, Page 10)

Recycling/Salvage (Page 10)

Disposal of Vehicles (Page 11)

Storage Facility Permitted (Page 11)

Secondary Storage Facility Permitted (Page 12)

Tow Truck Drivers (Page 12)

Annual Drug Testing Program (Page 12)

Tow Truck Classifications (Page 13)

Certifications/Awards/Recognitions (Page 13)

Current Rates (Page 13)

Response Time (Page 14)

Disciplinary Action (Page 14)

Background and Experience (Page 14)

Community Benefit Programs (Page 15)

Attachment 1 Proposed Tow Charges-Use form supplied (Page 15)

ATTACHMENT I

STANDARD INSURANCE REQUIREMENTS

A. MINIMUM LIMITS OF INSURANCE.

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2 million. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify City if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this agreement, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 per occurrence.
- 4.) **Professional Liability Insurance (Delete if not contracting for professional services)**
Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 million per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

C. OTHER INSURANCE PROVISIONS.

1. General Liability insurance policies shall be endorsed to state:
 - a.) The City, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- b.) Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 2. Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in C1 above.

D. ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the City **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the City before work under the contract has begun. The City reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to City written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify City within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

F. SUBCONTRACTORS.

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the City certificates of insurance and endorsements before beginning work under this contract.

Attachment II

Scope of Work

The scope of work shall detail both contractor’s and City’s responsibilities, similar to the information provided in the Request for Proposal.

Attachment III TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment II – Scope of Work” which is made a part of this Agreement.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **City Project Manager.** The City project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor working under his/her own supervision and direction and is not a representative or employee of City. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.
5. **Confidentiality and Ownership.** The City retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the City by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the City.
6. **Termination.** This Agreement may be terminated by either the City or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Agreement shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Agreement.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the City, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the City, but excluding liability due to the active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to City for any loss of or damage to City property arising out of or in connection with Contractor's negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment I to this Agreement.
9. **Changes to the Agreement.** Changes to this Agreement may only be approved by written amendment to this Agreement.
10. **Contractor's Standard of Care.** City has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by City shall not operate as a waiver or release.
11. **Termination for Exceeding Maximum Level of Expenditures.** Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the City of Oroville by the Purchasing Agent, or authorized deputy, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services agreements or the amount prescribed by Public Contract Code Section 22032 (b) for public works agreements.
12. **Termination for Exceeding Maximum Term.** Agreements exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the City of Oroville by the Purchasing Agent, or authorized deputy, this Agreement shall automatically terminate on the date that the term exceeds three years. Amendments to this Agreement, or new Agreements for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the City of Oroville.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Agreement, these Attachment III TERMS AND CONDITIONS shall prevail.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES

RE: POSITION REASSIGNMENT IN FINANCE

DATE: AUGUST 5, 2025

SUMMARY

The City Council shall consider the approval of a reassignment of positions in the Finance Department. Specifically, staff request removing one vacant Accounting Tech position and adding a Payroll Technician. This will result in a total of two (2) Payroll Technicians.

DISCUSSION

The City currently has one position dedicated to processing our biweekly payroll. Over the years the payroll processing has become too much for one staff person. In addition, it is essential for us to dedicate another position for payroll to ensure coverage for illness, vacation and training opportunities.

Measures are also being taken to cross-train other Finance Department staff for adequate coverage of payroll.

FISCAL IMPACT

Minimal budget impact as the position will be a lateral in house recruitment. There are currently savings from a vacant Accounting Technician position in the Finance Department budget.

ACTION REQUESTED -

AUTHORIZE THE DELETION OF ONE ACCOUNTING TECHNICIAN AND THE ADDITION OF ONE PAYROLL TECHNICIAN.

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: TIM KABER – PROJECT MANAGER

RE: AWARD OF CONTRACT; TOPOGRAPHIC SURVEY FOR 655 CAL OAK

DATE: AUGUST 5, 2025

SUMMARY

The City Council shall consider awarding a contract to NorthStar Engineering, of Chico for topographic survey services on the new City of Oroville Corporation Yard.

DISCUSSION

This contract will provide topographic data and an accessibility path of travel for the new Corp Yard.

This work is required for the design of the new Corp Yard facilities. Performing the work now, rather than in the design phase, will reduce the cost of the survey and eliminate unknowns that would result in a higher Guaranteed Maximum Price of the Phase 2 Design-Build contract.

There is also a cost avoidance with the City contracting this work out, rather than the current contractor, thus avoiding markups on subcontractors.

FISCAL IMPACT

There is no fiscal impact. Funds will come from the previously approved Corp Yard budget.

ACTION(S) REQUESTED -

AWARD THE CONTRACT TO NORTHSTAR ENGINEERING FOR \$7,500, AND

AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT.

ATTACHMENTS:

Contract; and
Scope of Work

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this __5__th day of __August__, 2025, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the “CITY”) and **Northstar Engineering, 111 Mission Ranch Road Suite 100, CHICO, CA 95926** (hereinafter referred to as the “CONTRACTOR”).

RECITALS

A. The CITY proposes to contract for professional services as outlined in Exhibit A for a survey of the new City of Oroville Corporation Yard at 655 Cal Oak Road;

b. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

1. SERVICES.

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

- 1.1 The survey limits as depicted in Exhibit A are sufficient for the requested design work. Work outside this area is not anticipated, and any work required to be performed outside these limits requires prior approval from the CITY.
- 1.2 The fee includes field verification of all visible utilities and required adjustments to the base map without additional cost.
- 1.3 Site Access will be coordinated with the CITY Project Manager.
- 1.4 Completion of field work and delivery of AutoCAD files with signed PDF files will be completed within 60 days of signing this contract.
- 1.5 The survey will meet the California Board of Professional Engineers and Land Surveyors’ minimum technical standards. Any corrections due to errors or omissions will be provided at no additional cost.

2. TERM OF AGREEMENT.

The term of this contract shall commence upon execution by both parties and shall expire on December 30, 2025 unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.

The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY’s satisfaction, in accordance with the schedule incorporated in “Exhibit A,” unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.

The CONTRACTOR shall be compensated in an amount not to exceed \$7,500 for services provided pursuant to this Agreement as described in "Exhibit A." This fee is a lump sum amount and covers all labor, equipment, material, and incidental costs. Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY. Payment will not be made for work performed outside the scope of this agreement without prior approval of the CITY.

5. CONTRACT ADMINISTRATION.

5.1. The CITY's Representative. Unless otherwise designated in writing, Alyssa Stutz shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person. Tim Kaber is granted day-to-day authority and oversight as needed to coordinate with the CONTRACTOR.

5.2. Manager-in-Charge. For the CONTRACTOR, Jose Torres shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in Charge shall not be replaced without the written consent of the CITY.

5.3. Responsibilities of the CITY. The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

5.4. Personnel. The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

6.1. Termination for Convenience. Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

6.2. Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after

written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

The obligations established by this paragraph will survive termination of this Agreement. For purposes of this paragraph:

- CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. Workers' Compensation Coverage. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation or nonrenewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY. This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement.

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. Automobile Liability Coverage. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. Professional Liability Coverage. The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

8.2. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of

work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations.”

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

8.2.8. Contractor agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8.3. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention (“SIR”) and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the CITY Attorney. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an

additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. ASSIGNMENT AND SUBCONTRACTING.

The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

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

The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this

Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

10.3. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the DISTRICT that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession.

11. CONFLICT OF INTEREST.

The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

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

13. RECORDS AND AUDITS.

The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

14. OWNERSHIP OF DOCUMENTS.

It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its

discretion and without further compensation to the CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

15. INDEPENDENT CONTRACTOR.

The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY. By executing this Agreement, CONTRACTOR confirms and asserts that A) they shall be responsible to direct their own work and are free from CITY control in the precise manner and details of how the work is carried out; B) that the work performed by CONTRACTOR is understood to be outside the scope of the usual course of business carried out by the CITY; and C) that CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature of that performed for the CITY.

If CONTRACTOR, at any time comes to believe that they are an employee and not an independent contractor, CONTRACTOR shall immediately notify the CITY of such belief. All work to be performed by CONTRACTOR under this Agreement shall be immediately suspended. Contractor agrees to indemnify and hold harmless the Company from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, provided that such claims arise out of or are based upon the Contractor's designation as an independent contractor and not as an employee of the Company. Contractor waives any right to recover from the Company any expenses or losses, including but not limited to those arising from claims that Contractor was misclassified as an independent contractor unless such indemnification is prohibited by law. In the event CONTRACTOR notifies CITY of a purported misclassification, the CITY may elect to immediately terminate this Agreement.

16. NOTICE.

All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY:
City of Oroville,
1735 Montgomery Street,
Oroville, California, 95965
Attention: City Administrator

CONTRACTOR:
NORTHSTAR

111 Mission Ranch Blvd Suite 100,
Chico, CA 95926 ZIP
Attention: Jay Lowe

17. GOVERNING LAW.

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

18. ENTIRE AGREEMENT; MODIFICATION.

This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

19. WAIVER.

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

20. EXECUTION.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

21. AUTHORITY TO ENTER AGREEMENT.

The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of July, 2025.

CONTRACTOR:

Jay Lowe, Vice President/Principal Engineer

CITY OF OROVILLE:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney



City of Oroville
 Attn: Tim Kaber

RE: Corp Yard-Topographic Survey
 665 Cal Oak Road
 Oroville, CA 95965

NorthStar is pleased to submit the following proposal to provide professional land surveying services in connection with the proposed project:

Topographic Survey **\$7,500.00**

NorthStar will perform a topographic survey and prepare a topographic map suitable for use as the base map for the design of the proposed improvements. The topographic survey area will be as shown on the attached Exhibit "A". The topographic survey shall include: all existing site improvements, hardscape features, topographic features, trees larger than 5" diameter at breast height, surface utilities, fence lines, and roadway improvements.

Utilities will be plotted on the topographic map based upon the utility system maps, as-built drawings, if available, and surface locations of utility facilities. Storm drain inverts will be obtained at the inlets and manholes fronting the site.

The topographic base map will be provided in an AutoCAD Civil 3D 2018 drawing file format for use by the project team. A signed PDF copy of the topographic survey will also be provided. The above estimated fees allows for prevailing wages in Butte County per the BUT 2025-1 wage determination.

This proposal is valid 90 days from the proposal date. If awarded the project, we will prepare an agreement that must be signed and returned to us prior to beginning the work. The scope of work in this contract will be as indicated above. The project will be billed monthly on a percent complete basis.

Thank you for the opportunity to be a part of your project team. If you have any questions regarding this proposal, please do not hesitate to call.

Sincerely,

Jose Torres

Digitally signed by Jose Torres
 DN: C=US,
 E=jtorres@northstareng.com,
 CN=Jose Torres
 Reason: I am the author of this
 document
 Date: 2025.07.14 17:40:28-07'00'

Jose Torres
 Assistant Surveyor
 NorthStar

EXHIBIT A

Item 3.

Cal Oak Rd

POSSIBLE ACCESSIBLE
PATH OF PRAVEL

ROAD
IMPROVEMENTS

backflow/fdc

ONLY SEE ONE
SDDI RECOMEND
EXTENDING LIMITS
10' PAST THE
FENCE TO THE
WEST

EXTERIOR DOOR
MAIN ENTRY

EXTERIOR DOOR

expansion

665

EXTERIOR DOOR

EXTERIOR DOOR

EXTERIOR DOORS

DASHED LINE
INDICATES ROOF OVER
OPEN EXTERIOR AREA

Endeavor Homes



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES

RE: INVESTMENT BROKERAGE FIRM CHANGE

DATE: AUGUST 5, 2025

SUMMARY

The City Council shall consider the approval of a change from LPL Financial to Ameriprise Financial, to be the new broker for Building Bridges Financial Advisors, who assists the City with financial investments.

DISCUSSION

The City currently has considerable investments with our Financial Advisor Ryan Midkiff at Building Bridges Financial Advisors. The City has invested 10 million in Certificates of Deposit and 10 million invested in Treasuries.

Building Bridges Financial Advisors has recently shifted their brokerage firms from LPL Financial to Ameriprise Financial to better serve their clients. They felt this would be of benefit to all of their clients, the City included.

Ameriprise has a better overall client satisfaction, and we wish to continue our financial relationship with Building Bridges.

FISCAL IMPACT

None

ACTION REQUESTED -

AUTHORIZE THE CITY ADMINISTRATOR AND THE FINANCE DIRECTOR TO SIGN ANY FORMS TO SWITCH OUR ACCOUNT TO AMERIPRISE.

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: RESOLUTION RECOGNIZING KASEY DAHL FOR EXTRAORDINARY EFFORTS

DATE: AUGUST 5, 2025

SUMMARY

At the request of Council Member Reynolds with support of Council, the Council shall consider a resolution recognizing Kasey Dahl, for her extraordinary efforts which resulted in the saving of a co-worker's life.

DISCUSSION

The Council shall consider a resolution recognizing Kasey Dahl, employee of the Oroville City Elementary School District, for her extraordinary efforts which resulted in the saving of a co-worker's life.

FISCAL IMPACT

None.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9405 AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS:

Resolution No. 9405

**CITY OF OROVILLE
RESOLUTION NO. 9405**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL RECOGNIZING KASEY DAHL FOR
HER HEROIC ACTIONS SAVING AN EMPLOYEES LIFE**

WHEREAS, on July 9th, 2025, an employee experienced a life-threatening choking incident on company premises; and

WHEREAS, Kasey Dahl demonstrated extraordinary presence of mind, courage, and quick action by administering aid, which directly resulted in saving the employee's life; and

WHEREAS, Kasey Dahl's actions exemplify the highest standards of selflessness and dedication to the well-being of fellow colleagues;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Oroville hereby expresses its deepest gratitude and commendation to Kasey Dahl for her heroic actions in saving the life of an employee;

BE IT FURTHER RESOLVED, that Kasey Dahl's exceptional deed be officially recognized by the City Council and the City of Oroville, presented to Kasey Dahl in acknowledgment of this remarkable act.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 5, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, City Attorney

Brian Ring, City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: APPOINTMENT OF ERIN LACKEY TO THE ART COMMISSION

DATE: AUGUST 5, 2025

SUMMARY

The City received a completed application from Erin Lackey for an appointment to the Oroville Arts Commission. Staff has reviewed the application and is recommending that Council consider the appointment.

DISCUSSION

The Art Commission is comprised of five commissioners, four public members and one Council Member appointed by the Council. Currently, there is one public member vacancy.

Erin Lackey is a professional photographer and owner of Erin Lackey Photography, serving Oroville and the surrounding area. She holds an A.S. Degree from Yuba College and is active in various organizations including the Oroville DBA, Chamber of Commerce, and Rotary Club. She has also volunteered with “Now We Lay Me Down to Sleep” and the “Any Given Child Committee.”

In her written statement, Ms. Lackey emphasized her deep involvement in local arts initiatives and her desire to support local artists and art pieces. She brings a unique blend of portrait and marketing expertise to the table and expresses excitement about contributing to the City’s art-focused efforts.

Ms. Lackey has not previously served on a City commission, but her background in the arts, combined with her community involvement, makes her a promising candidate for this role.

FISCAL IMPACT

None

ACTION REQUESTED -

APPOINT ERIN LACKEY TO THE OROVILLE ARTS COMMISSION WITH A TERM DATE OF AUGUST 5, 2025 – AUGUST 5, 2029.

ATTACHMENTS

1. Application for the Arts Commission from Erin Lackey



CITY OF OROVILLE
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION
(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965
 Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:

Note: If you are applying for more than one committee/commission, number in order of preference.

- | | |
|---|--|
| ☐ Planning Commission | ☒ Arts Commission |
| ☐ Housing Loan Advisory Committee | ☐ Economic Development Loan Advisory Committee |
| ☐ Park Commission | ☐ Southside Community Center Advisory Committee |
| ☐ Arts, Cultural Entertainment District Advisory Committee | |
| ☐ Mosquito Abatement District Committee | ☐ Other: _____ |

APPLICANT INFORMATION

Name (print): Erin Lackey
 Residence Address: 2031 12th St. Oroville, CA 95965
 Mailing Address (if different): _____
 Telephone: 530-370-3597 E-Mail Address: hello@erinlackey.com
 Are you a qualified elector** of the City? Yes ☐ No ☐

EMPLOYMENT INFORMATION

Occupation: Photographer
 Current Employer: Erin Lackey Photography
 Current Employer Address: 1447 Huntoon St. Oroville, CA 95965
 Telephone: 916-415-8667

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: AS Degree - Yuba College
 Memberships of Organizations: ODBA, Chamber of Commerce, Rotary Club of Oroville,
 Have you served on any committee/commission in the past? Yes ☐ No ☒ *Volunteer for*
Now I lay me
Down to sleep,
Any Given child
Committee.
 If yes, list committee/commission and dates served: n/a

Page 2 APPLICATIONS FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

How did you hear about this recruitment? (Optional)

I was encouraged to apply by the Arts Commissioners.

VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 4/11/2025

Signature: 

Please use this space for any other additional information that you would like to provide in support of your application.

I am a local photographer serving Oroville and the surrounding areas. I use my portrait skills and marketing skills to create artwork of my clients.

I am very involved in local activities and initiatives and have been impacted by the arts in my own life.

It is my desire to help bring awareness and support to local artists, local art initiatives and art pieces in

Oroville. I can help do this by being selected to serve on the arts commission.

I also have lots of energy and ideas related to art itself in Oroville as well as helping to network, organize, recognize and market initiatives that the Arts Commission is excited to start. Thank you for considering me to be part of this amazing team.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL

FROM: MEGAN WILLIAMS – HUMAN RESOURCE ANALYST

RE: NEOGOV’S RECRUITING AND APPLICANT TRACKING SYSTEM SOFTWARE

DATE: AUGUST 5, 2025

SUMMARY

The City Council shall consider agreement of NeoGov’s recruiting and applicant tracking system software.

DISCUSSION

NeoGov is a comprehensive recruiting and applicant tracking system designed specifically for public sector agencies. This system will modernize our current recruitment process, improve candidate experience, streamline recruitment tasks to improve efficiency and enhance our ability to attract and retain top talent.

Key benefits of implementing NeoGov include:

- **Expanded Outreach:** Broadens the City’s recruiting net across multiple platforms (LinkedIn, Indeed, City website) nationwide, helping attract a more diverse and qualified applicant pool.
- **Improved Candidate Experience:** A more intuitive, user-friendly application process will make it easier for candidates to apply, increasing engagement and application completion rates.
- **Process Automation & Efficiency:** Automation of manual tasks, such as applicant tracking, communications, and scheduling, that will free up valuable staff time and improve overall workflow efficiency.
- **Metrics & Compliance Tracking:** NeoGov includes built-in reporting features specifically designed to track recruitment data across all platforms. This will provide cleaner, more consistent, and easier-to-analyze data for compliance with AB 2561 and other public sector reporting requirements.

FISCAL IMPACT

- Depending on the option selected, below are the costs for one, two or a three year agreement.
 - **One year: \$12,505**

- **Two years:** \$19,120
 - **Three years:** \$31,010
- This cost will be split between the Software fund 6410 and the HR fund 100.1040

RECOMMENDATION

Approve staff to enter into a two year agreement with NeoGov for an amount no to exceed \$19,120.00; and

Authorize Mayor to sign agreement.

ATTACHMENTS

NeoGov Quotes for 1 year, 2 years and 3 years



City of Oroville

NeoGov Overview



WHY NEOGOV

- Simplified application process with a single applicant profile.
- Job postings reach over 35 million active job seekers, including 850,000 in California.
- Features to reduce Time to Hire and hiring costs, addressing current position closures due to applicant shortages.
 - Automatically sends rejection letters
 - Allows candidates to schedule their own interviews within allotted time slot
- Enhanced analytics for tracking recruiting trends, hard-to-fill roles, and hiring costs.
- Provides metrics for AB 2561 presentations.
- Delivers 67% more effective results than LinkedIn for public sector hiring.
- Future potential for expanding into onboarding and performance evaluations.



LinkedIn Recruiting Costs

- Only one free job can be posted at a time, capped at 40 applicants.
- Cannot repost for 30 days after reaching the cap.
- An Assistant Civil Engineer job posted on LinkedIn had 40 applicants within 3 days, but only 2 met qualifications.
- The post received only 173 views in two weeks.
- Paid job promotion costs \$498 for 600 credits (1 credit = 1 click), boosting the post until the click limit is reached.
- Qualified candidates had to be emailed manually for applications.
- Most LinkedIn job postings focus on the private sector.
- Shared positions on the City's LinkedIn page received little engagement.



Indeed Recruiting Costs

- Job postings are free but reach fewer applicants without paid boosts.
- Postings can be flagged after 60 days for reasons like:
 - Excessive reposting of the same position.
 - Identical or similar postings.
 - Low-quality job descriptions or titles.
- Paid boosts ensure the job appears on Indeed's first page for local searches.
- Features include an "urgently hiring" label and matched candidates.
- Cost ranges from \$33-\$55 per day (\$462 per week) per post
 - Example, a free Police Officer post will yield 0 applicants, while a \$33 daily boost would attract 2 applicants, per their hiring wizard when the job is posted.



CalOpps

- First year set up and contract equaled \$11,000 (where as NeoGov is only \$9,670)
 - No multiyear deals or discounts
- Approximately has 412,000 registered users compared to NeoGov's 35 million
- Only based in California, no nationwide reach
- No other modules to grow into other than recruitment
- Does not track metrics for AB 2561 across all recruitment platforms like NeoGov
 - This still leads to a fair amount of manual labor hours to pull and comply data



Internal Labor Hours

- Last fiscal year, approximately 832 hours were spent on recruitment, costing approximately \$27,314.56.
 - High hours due to lack of automation, which could reduce time by half.
- Approximately 5 reams of paper and 1 ink cartridge were used for recruitment.
 - On average, 60 double-sided pages are printed per position for manager reviews.
 - This does not include printing for interview binders
- The average rejection letter takes 3-4 weeks to send after closing a position.
 - For example, 8 positions closed on 05/23/2025, with the last rejection letter sent on 06/27/2025.
- Gathering AB 2561 metrics took about 30 hours over 2.5 weeks, costing approximately \$960







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El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-698486	Order #:	Q-381015
Customer:	Oroville, City of (CA)	Valid Until:	8/15/2025
Effective Employee Count:	128	Start Date:	Last signature date
Sales Rep:	Wesley Taylor		

Customer Contact		Shipping Contact	
Billing Contact:	Oroville, City of (CA)	Shipping Contact :	Oroville, City of (CA) Megan Williams
Billing Address:	1735 Montgomery St. Oroville, CA 95965	Shipping Address:	1735 Montgomery St. Oroville, CA 95965
Billing Contact Email:		Shipping Contact Email:	mwilliams@cityoforoville.org
Billing Phone:		Shipping Phone:	(530) 538-2404

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

Year 1

Item	Type	Term (Months)	License Type	Total (USD)
Insight Subscription	Recurring	12	Employee Based	\$6,012.90
Insight Setup	Services	12	Employee Based	\$4,000.00
Governmentjobs.com Subscription	Recurring	12	Employee Based	\$1,890.90
Candidate Text Messaging Subscription	Recurring	12	Employee Based	\$601.20
Candidate Text Messaging Setup	Services	12	Employee Based	\$0.00
Year 1 TOTAL:				\$12,505.00
Total: 				\$12,505.00

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to



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NEOGOV

this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Oroville, City of (CA)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.



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El Segundo, CA 90245

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THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-698486	Order #:	Q-380422
Customer:	Oroville, City of (CA)	Valid Until:	8/15/2025
Effective Employee Count:	128	Start Date:	Last signature date
Sales Rep:	Wesley Taylor		

Customer Contact		Shipping Contact	
Billing Contact:	Oroville, City of (CA)	Shipping Contact :	Oroville, City of (CA) Megan Williams
Billing Address:	1735 Montgomery St. Oroville, CA 95965	Shipping Address:	1735 Montgomery St. Oroville, CA 95965
Billing Contact Email:		Shipping Contact Email:	mwilliams@cityoforoville.org
Billing Phone:		Shipping Phone:	(530) 538-2404

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

Year 1

Item	Type	Term (Months)	License Type	Total (USD)
Insight Subscription	Recurring	12	Employee Based	\$4,008.60
Insight Setup	Services	12	Employee Based	\$4,000.00
Governmentjobs.com Subscription	Recurring	12	Employee Based	\$1,260.60
Candidate Text Messaging Subscription	Recurring	12	Employee Based	\$400.80
Candidate Text Messaging Setup	Services	12	Employee Based	\$0.00
Year 1 TOTAL:				\$9,670.00

Year 2

Item	Type	Term (Months)	License Type	Total (USD)
Insight Subscription	Recurring	12	Employee Based	\$6,681.00
Governmentjobs.com Subscription	Recurring	12	Employee Based	\$2,101.00
Candidate Text Messaging Subscription	Recurring	12	Employee Based	\$668.00
Year 2 TOTAL:				\$9,450.00

Total: 		\$19,120.00
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This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions



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NEOGOV

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

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Accepted and Agreed By Authorized Representative of:
Oroville, City of (CA)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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NEOGOV

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Contract Records		Order Details	
Account Number:	A-698486	Order #:	Q-381014
Customer:	Oroville, City of (CA)	Valid Until:	8/15/2025
Effective Employee Count:	128	Start Date:	Last signature date
Sales Rep:	Wesley Taylor		

Customer Contact		Shipping Contact	
Billing Contact:	Oroville, City of (CA)	Shipping Contact :	Oroville, City of (CA) Megan Williams
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Billing Contact Email:		Shipping Contact Email:	mwilliams@cityoforoville.org
Billing Phone:		Shipping Phone:	(530) 538-2404

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

Year 1

Item	Type	Term (Months)	License Type	Total (USD)
Insight Subscription	Recurring	12	Employee Based	\$5,344.80
Insight Setup	Services	12	Employee Based	\$4,000.00
Governmentjobs.com Subscription	Recurring	12	Employee Based	\$1,680.80
Candidate Text Messaging Subscription	Recurring	12	Employee Based	\$534.40
Candidate Text Messaging Setup	Services	12	Employee Based	\$0.00
Year 1 TOTAL:				\$11,560.00

Year 2

Item	Type	Term (Months)	License Type	Total (USD)
Insight Subscription	Recurring	12	Employee Based	\$6,681.00
Governmentjobs.com Subscription	Recurring	12	Employee Based	\$2,101.00
Candidate Text Messaging Subscription	Recurring	12	Employee Based	\$668.00
Year 2 TOTAL:				\$9,450.00



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Year 3

Item	Type	Term (Months)	License Type	Total (USD)
Insight Subscription	Recurring	12	Employee Based	\$7,081.86
Governmentjobs.com Subscription	Recurring	12	Employee Based	\$2,227.06
Candidate Text Messaging Subscription	Recurring	12	Employee Based	\$691.08
Year 3 TOTAL:				\$10,000.00
Total:				\$31,010.00

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

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Accepted and Agreed By Authorized Representative of:
Oroville, City of (CA)

Signature: _____

Printed Name: _____

Title: _____

Date _____

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CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES

RE: ANNUAL SPECIAL TAX FOR THE CITY'S COMMUNITY FACILITIES DISTRICT NO. 2006-1 (WESTSIDE PUBLIC SAFETY FACILITIES) AND DISTRICT NO. 2006-2 (PUBLIC SAFETY SERVICES) FOR FISCAL YEAR 2025/26

DATE: AUGUST 5, 2025

SUMMARY

The City Council shall consider the annual special tax relating to the City's Community Facilities Districts ("CFD's").

DISCUSSION

In October 2006, the City completed the formation of two CFD's designed to establish a special tax for subdivision projects in the Thermalito area. CFD No. 2006-1 was formed to fund the design and construction of a fire and police facility to be located at the Oroville Airport. CFD No. 2006-2 was formed to provide ongoing funding to maintain and staff these facilities in perpetuity. Both CFS's are funded through the collection of a special tax attached to the property tax bill issued by the Butte County Tax Collector's Office. Currently, four subdivisions are included in these CFD's. The rate and method of apportionment provides for the collection of certain tax amounts for both final mapped property without building permits issued (final mapped property) and final mapped property that have had a building permit issued (developed property).

Per Senate Bill 165, an annual Report for each CFD must be filed with the City Council. The annual report shall contain all of the following:

- The amount of funds collected and expended.
- The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 or Section 53410.

The annual Reports fulfill these minimum requirements and will be submitted at a later date. No other action is required by the City Council.

The City Council will consider the following items for the CFD's that will:

1. Establish the annual special tax for Fiscal Year 2025/26 for the two CFD's.
2. Direct the Butte County Auditor-Controller's Office to attach the special tax to the property tax bill of those final mapped and developed parcels within the two CFD's.

FISCAL IMPACT

Funds are collected on the Butte County tax roll and placed into a "Special Fund" account for specified expenses within the two CFD's.

ACTION(S) REQUESTED -

1. **ADOPT RESOLUTION NO. 9402 - A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-1, WESTSIDE PUBLIC SAFETY FACILITIES, FOR FISCAL YEAR 2025/26; AND**
2. **ADOPT RESOLUTION NO. 9403 - A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-2, PUBLIC SAFETY SERVICES, FOR FISCAL YEAR 2025/26; AND**
3. **AUTHORIZE THE MAYOR TO SIGN THE PROPOSITION 218 CERTIFICATES FOR INCLUSION ON THE 2025/26 BUTTE COUNTY TAX ROLL.**

ATTACHMENTS

Resolution No. 9402

Resolution No. 9403

Proposition 218 or Compliance Certification of Special Tax Levy

**CITY OF OROVILLE
RESOLUTION NO. 9402**

A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-1, WESTSIDE PUBLIC SAFETY FACILITIES, FOR FISCAL YEAR 2025/26

WHEREAS, the Oroville City Council (hereafter referred to as the “legislative body”), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a special tax district, all as authorized pursuant to the terms and provisions of the “Mello Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. Said special tax district is known and designated as Community Facilities District No. 2006-1, Westside Public Safety Facilities (hereafter referred to as “CFD No. 2006-1”) and,

WHEREAS, the legislative body, by ordinance and as authorized by Section 53340 of the California Government Code, has authorized the levy of a special tax to pay the costs and expenses related to CFD No. 2006-1 and this legislative body desires to establish the specific special tax rate to be collected for the upcoming fiscal year.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY AS FOLLOWS:

Section 1 That the above recitals are true and correct.

Section 2 The specific special tax rate to be collected for CFD No. 2006-1 for the upcoming fiscal year 2025/26 is hereby determined and established in the table below. A listing of individual parcels, showing the corresponding special tax rate, is attached hereto as “Exhibit A”.

TYPE	RATE
Developed Property	\$600.00 per Developed Property
Final Mapped Property	\$300.00 per Final Mapped Property

Section 3 That the special tax rate as set forth above does not exceed the amount as previously authorized by ordinance of this legislative body and is not in excess of that as previously approved by the qualified electors of CFD No. 2006-1, and is in compliance with Proposition 218, Section XIII D of the Constitution of the State of California.

Section 4 That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

- A. **Preliminary and Incidental Expense and Appurtenant Work and Improvements** – the authorized facilities shall be deemed to include the costs and expenses of mobilization, clearing, grubbing, protective fencing and erosion control, excavation, dewatering, lime treatment, drainage ditches, rock outfalls, curb, gutter and sidewalks, base and finishing pavement, striping, traffic signals, street lights, landscaping, irrigation, soundwalls, retaining walls, barricades and related appurtenant work and facilities, together with the costs and expenses of engineering design, environmental analysis, utility relocation, permits for work in jurisdictional waters, right-of-way acquisition, plan review, project management, construction related surety bonds or like security instruments, construction staking and management, inspection and any like fees and costs incidental to such acquisition, construction and installation.
- B. Fire station and related firefighting and suppression equipment, furniture and furnishings.
- C. Police substation and related furniture, furnishings and equipment.

The proceeds of the special tax shall be used as set forth above and shall not be used for any other purpose.

Section 5 The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and same procedure and sale in cases of delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting said special taxes.

Section 6 All monies collected shall be paid into a fund for CFD No. 2006-1, including any reserve fund amounts.

Section 7 The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked “public services” or “special tax” or by any other suitable designation, the installment of the special tax and the exact rate of the special tax as stated above.

Section 8 The County Auditor shall then, at the close of the tax collection period, promptly render to the City of Oroville, a detailed report showing the amount(s) of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making such collection.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 5, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSTENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, City Attorney

Brian Ring, City Clerk

EXHIBIT A – 2025/26 SPECIAL TAX ROLL

Tract Name	APN	Lot	Special Tax
Calle Vista 2	030-490-074-000	1	600.00
Calle Vista 2	030-490-075-000	2	600.00
Calle Vista 2	030-490-076-000	3	600.00
Calle Vista 2	030-490-077-000	4	600.00
Calle Vista 2	030-490-078-000	5	600.00
Calle Vista 2	030-490-079-000	6	600.00
Calle Vista 2	030-490-080-000	7	600.00
Calle Vista 2	030-490-081-000	8	600.00
Calle Vista 2	030-490-082-000	9	600.00
Calle Vista 2	030-490-083-000	10	600.00
Calle Vista 2	030-490-084-000	11	600.00
Calle Vista 2	030-490-085-000	12	600.00
Calle Vista 2	030-490-086-000	13	600.00
Calle Vista 2	030-490-087-000	14	600.00
Calle Vista 2	030-490-088-000	15	600.00
Calle Vista 2	030-490-089-000	16	600.00
Calle Vista 2	030-490-090-000	17	600.00
Calle Vista 2	030-490-091-000	18	600.00
Calle Vista 2	030-490-092-000	19	600.00
Calle Vista 2	030-490-093-000	20	600.00
Calle Vista 2	030-490-094-000	21	600.00
Calle Vista 2	030-490-095-000	22	600.00
Calle Vista 2	030-490-096-000	23	600.00
Calle Vista 2	030-490-097-000	24	600.00
Calle Vista 2	030-490-098-000	25	600.00
Calle Vista 2	030-490-099-000	26	600.00
Calle Vista 2	030-490-100-000	27	600.00
Calle Vista 2	030-490-101-000	28	600.00
Calle Vista 2	030-490-102-000	29	600.00
Calle Vista 2	030-490-103-000	30	600.00
Calle Vista 2	030-490-104-000	31	600.00
Calle Vista 2	030-490-105-000	32	600.00
Calle Vista 2	030-490-106-000	33	600.00
Calle Vista 2	030-490-107-000	34	600.00
Calle Vista 2	030-490-108-000	35	600.00
Calle Vista 2	030-490-109-000	36	600.00
Calle Vista 2	030-490-110-000	37	600.00
Calle Vista 2	030-490-111-000	38	600.00
Calle Vista 2	030-490-112-000	39	600.00
Calle Vista 2	030-490-113-000	40	600.00
Calle Vista 2	030-490-114-000	41	600.00
Calle Vista 2	030-490-115-000	42	600.00
Calle Vista 2	030-490-116-000	43	600.00
Calle Vista 2	030-490-117-000	44	600.00
Vista Del Oro	030-580-001-000	92	600.00
Vista Del Oro	030-580-002-000	91	600.00
Vista Del Oro	030-580-003-000	90	600.00
Vista Del Oro	030-580-004-000	89	600.00

Tract Name	APN	Lot	Special Tax
Vista Del Oro	030-580-005-000	88	600.00
Vista Del Oro	030-580-006-000	87	600.00
Vista Del Oro	030-580-007-000	86	600.00
Vista Del Oro	030-580-008-000	85	600.00
Vista Del Oro	030-580-009-000	80	600.00
Vista Del Oro	030-580-010-000	81	600.00
Vista Del Oro	030-580-011-000	82	600.00
Vista Del Oro	030-580-012-000	83	600.00
Vista Del Oro	030-580-013-000	84	600.00
Vista Del Oro	030-580-014-000	74	600.00
Vista Del Oro	030-580-015-000	75	600.00
Vista Del Oro	030-580-016-000	76	600.00
Vista Del Oro	030-580-017-000	77	600.00
Vista Del Oro	030-580-018-000	78	600.00
Vista Del Oro	030-580-019-000	79	600.00
Vista Del Oro	030-580-020-000	68	600.00
Vista Del Oro	030-580-021-000	69	600.00
Vista Del Oro	030-580-022-000	70	600.00
Vista Del Oro	030-580-023-000	71	600.00
Vista Del Oro	030-580-024-000	72	600.00
Vista Del Oro	030-580-025-000	73	600.00
Vista Del Oro	030-580-026-000	61	600.00
Vista Del Oro	030-580-027-000	62	600.00
Vista Del Oro	030-580-028-000	63	600.00
Vista Del Oro	030-580-029-000	64	600.00
Vista Del Oro	030-580-050-000	65	600.00
Vista Del Oro	030-580-051-000	66	600.00
Vista Del Oro	030-580-032-000	67	600.00
Vista Del Oro	030-580-033-000	54	600.00
Vista Del Oro	030-580-034-000	55	600.00
Vista Del Oro	030-580-035-000	56	600.00
Vista Del Oro	030-580-052-000	57	600.00
Vista Del Oro	030-580-053-000	58	600.00
Vista Del Oro	030-580-054-000	59	600.00
Vista Del Oro	030-580-039-000	60	600.00
Vista Del Oro	030-580-040-000	33	600.00
Vista Del Oro	030-580-041-000	34	600.00
Vista Del Oro	030-580-042-000	35	600.00
Vista Del Oro	030-580-043-000	36	600.00
Vista Del Oro	030-580-044-000	37	600.00
Vista Del Oro	030-580-045-000	38	600.00
Vista Del Oro	030-580-046-000	39	600.00
Vista Del Oro	030-590-001-000	1	600.00
Vista Del Oro	030-590-002-000	2	600.00
Vista Del Oro	030-590-003-000	3	600.00
Vista Del Oro	030-590-004-000	4	600.00
Vista Del Oro	030-590-005-000	5	600.00
Vista Del Oro	030-590-049-000	6	600.00
Vista Del Oro	030-590-050-000	7	600.00
Vista Del Oro	030-590-051-000	8	600.00

Tract Name	APN	Lot	Special Tax
Vista Del Oro	030-590-052-000	9	600.00
Vista Del Oro	030-590-010-000	10	600.00
Vista Del Oro	030-590-011-000	11	600.00
Vista Del Oro	030-590-012-000	12	600.00
Vista Del Oro	030-590-013-000	13	600.00
Vista Del Oro	030-590-014-000	14	600.00
Vista Del Oro	030-590-015-000	15	600.00
Vista Del Oro	030-590-016-000	16	600.00
Vista Del Oro	030-590-017-000	17	600.00
Vista Del Oro	030-590-018-000	18	600.00
Vista Del Oro	030-590-019-000	19	600.00
Vista Del Oro	030-590-020-000	20	600.00
Vista Del Oro	030-590-021-000	21	600.00
Vista Del Oro	030-590-022-000	22	600.00
Vista Del Oro	030-590-023-000	23	600.00
Vista Del Oro	030-590-024-000	24	600.00
Vista Del Oro	030-590-025-000	25	600.00
Vista Del Oro	030-590-026-000	26	600.00
Vista Del Oro	030-590-027-000	27	600.00
Vista Del Oro	030-590-028-000	28	600.00
Vista Del Oro	030-590-029-000	29	600.00
Vista Del Oro	030-590-030-000	30	600.00
Vista Del Oro	030-590-031-000	31	600.00
Vista Del Oro	030-590-032-000	32	600.00
Vista Del Oro	030-590-033-000	33	600.00
Vista Del Oro	030-590-034-000	34	600.00
Vista Del Oro	030-590-035-000	35	600.00
Vista Del Oro	030-590-036-000	36	600.00
Vista Del Oro	030-590-037-000	37	600.00
Vista Del Oro	030-590-038-000	38	600.00
Vista Del Oro	030-590-039-000	39	600.00
Vista Del Oro	030-590-040-000	40	600.00
Vista Del Oro	030-590-041-000	41	600.00
Vista Del Oro	030-590-042-000	42	600.00
Vista Del Oro	030-590-043-000	43	600.00
Vista Del Oro	030-590-044-000	44	600.00
Vista Del Oro	030-590-045-000	45	600.00
Vista Del Oro	030-590-046-000	<u>46</u>	<u>600.00</u>
Totals:		136	\$81,600.00

**CITY OF OROVILLE
RESOLUTION NO. 9403**

A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-2, PUBLIC SAFETY SERVICES, FOR FISCAL YEAR 2025/26

WHEREAS, the Oroville City Council (hereafter referred to as the “legislative body”), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a special tax district, all as authorized pursuant to the terms and provisions of the “Mello Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. Said special tax district is known and designated as Community Facilities District No. 2006-2, Public Safety Services (hereafter referred to as “CFD No. 2006-2”) and,

WHEREAS, the legislative body, by ordinance and as authorized by Section 53340 of the California Government Code, has authorized the levy of a special tax to pay the costs and expenses related to CFD No. 2006-2 and this legislative body desires to establish the specific special tax rate to be collected for the upcoming fiscal year.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY AS FOLLOWS:

Section 1 That the above recitals are true and correct.

Section 2 The specific special tax rate to be collected for CFD No. 2006-2 for the upcoming fiscal year 2025/26 is hereby determined and established in the table below. A listing of individual parcels, showing the corresponding special tax rate, is attached hereto as “Exhibit A”.

TYPE	RATE
Developed Property	\$600.00 per Developed Property
Final Mapped Property	\$300.00 per Final Mapped Property

Section 3 That the special tax rate as set forth above does not exceed the amount as previously authorized by ordinance of this legislative body and is not in excess of that as previously approved by the qualified electors of CFD No. 2006-2, and is in compliance with Proposition 218, Section XIII D of the Constitution of the State of California.

Section 4 That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

- A. Fire protection and suppression.
- B. Police protection.

The proceeds of the special tax shall be used as set forth above and shall not be used for any other purpose.

Section 5 The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and same procedure and sale in cases of delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting said special taxes.

Section 6 All monies collected shall be paid into a fund for CFD No. 2006-2, including any reserve fund amounts.

Section 7 The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked "public services" or "special tax" or by any other suitable designation, the installment of the special tax and the exact rate of the special tax as stated above.

Section 8 The County Auditor shall then, at the close of the tax collection period, promptly render to the City of Oroville, a detailed report showing the amount(s) of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making such collection.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 5, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSTENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, City Attorney

Brian Ring, City Clerk

EXHIBIT A – 2025/26 SPECIAL TAX ROLL

Tract Name	APN	Lot	Special Tax
Calle Vista 2	030-490-074-000	1	600.00
Calle Vista 2	030-490-075-000	2	600.00
Calle Vista 2	030-490-076-000	3	600.00
Calle Vista 2	030-490-077-000	4	600.00
Calle Vista 2	030-490-078-000	5	600.00
Calle Vista 2	030-490-079-000	6	600.00
Calle Vista 2	030-490-080-000	7	600.00
Calle Vista 2	030-490-081-000	8	600.00
Calle Vista 2	030-490-082-000	9	600.00
Calle Vista 2	030-490-083-000	10	600.00
Calle Vista 2	030-490-084-000	11	600.00
Calle Vista 2	030-490-085-000	12	600.00
Calle Vista 2	030-490-086-000	13	600.00
Calle Vista 2	030-490-087-000	14	600.00
Calle Vista 2	030-490-088-000	15	600.00
Calle Vista 2	030-490-089-000	16	600.00
Calle Vista 2	030-490-090-000	17	600.00
Calle Vista 2	030-490-091-000	18	600.00
Calle Vista 2	030-490-092-000	19	600.00
Calle Vista 2	030-490-093-000	20	600.00
Calle Vista 2	030-490-094-000	21	600.00
Calle Vista 2	030-490-095-000	22	600.00
Calle Vista 2	030-490-096-000	23	600.00
Calle Vista 2	030-490-097-000	24	600.00
Calle Vista 2	030-490-098-000	25	600.00
Calle Vista 2	030-490-099-000	26	600.00
Calle Vista 2	030-490-100-000	27	600.00
Calle Vista 2	030-490-101-000	28	600.00
Calle Vista 2	030-490-102-000	29	600.00
Calle Vista 2	030-490-103-000	30	600.00
Calle Vista 2	030-490-104-000	31	600.00
Calle Vista 2	030-490-105-000	32	600.00
Calle Vista 2	030-490-106-000	33	600.00
Calle Vista 2	030-490-107-000	34	600.00
Calle Vista 2	030-490-108-000	35	600.00
Calle Vista 2	030-490-109-000	36	600.00
Calle Vista 2	030-490-110-000	37	600.00
Calle Vista 2	030-490-111-000	38	600.00
Calle Vista 2	030-490-112-000	39	600.00
Calle Vista 2	030-490-113-000	40	600.00
Calle Vista 2	030-490-114-000	41	600.00
Calle Vista 2	030-490-115-000	42	600.00
Calle Vista 2	030-490-116-000	43	600.00
Calle Vista 2	030-490-117-000	44	600.00
Vista Del Oro	030-580-001-000	92	600.00
Vista Del Oro	030-580-002-000	91	600.00
Vista Del Oro	030-580-003-000	90	600.00
Vista Del Oro	030-580-004-000	89	600.00

Tract Name	APN	Lot	Special Tax
Vista Del Oro	030-580-005-000	88	600.00
Vista Del Oro	030-580-006-000	87	600.00
Vista Del Oro	030-580-007-000	86	600.00
Vista Del Oro	030-580-008-000	85	600.00
Vista Del Oro	030-580-009-000	80	600.00
Vista Del Oro	030-580-010-000	81	600.00
Vista Del Oro	030-580-011-000	82	600.00
Vista Del Oro	030-580-012-000	83	600.00
Vista Del Oro	030-580-013-000	84	600.00
Vista Del Oro	030-580-014-000	74	600.00
Vista Del Oro	030-580-015-000	75	600.00
Vista Del Oro	030-580-016-000	76	600.00
Vista Del Oro	030-580-017-000	77	600.00
Vista Del Oro	030-580-018-000	78	600.00
Vista Del Oro	030-580-019-000	79	600.00
Vista Del Oro	030-580-020-000	68	600.00
Vista Del Oro	030-580-021-000	69	600.00
Vista Del Oro	030-580-022-000	70	600.00
Vista Del Oro	030-580-023-000	71	600.00
Vista Del Oro	030-580-024-000	72	600.00
Vista Del Oro	030-580-025-000	73	600.00
Vista Del Oro	030-580-026-000	61	600.00
Vista Del Oro	030-580-027-000	62	600.00
Vista Del Oro	030-580-028-000	63	600.00
Vista Del Oro	030-580-029-000	64	600.00
Vista Del Oro	030-580-050-000	65	600.00
Vista Del Oro	030-580-051-000	66	600.00
Vista Del Oro	030-580-032-000	67	600.00
Vista Del Oro	030-580-033-000	54	600.00
Vista Del Oro	030-580-034-000	55	600.00
Vista Del Oro	030-580-035-000	56	600.00
Vista Del Oro	030-580-052-000	57	600.00
Vista Del Oro	030-580-053-000	58	600.00
Vista Del Oro	030-580-054-000	59	600.00
Vista Del Oro	030-580-039-000	60	600.00
Vista Del Oro	030-580-040-000	33	600.00
Vista Del Oro	030-580-041-000	34	600.00
Vista Del Oro	030-580-042-000	35	600.00
Vista Del Oro	030-580-043-000	36	600.00
Vista Del Oro	030-580-044-000	37	600.00
Vista Del Oro	030-580-045-000	38	600.00
Vista Del Oro	030-580-046-000	39	600.00
Vista Del Oro	030-590-001-000	1	600.00
Vista Del Oro	030-590-002-000	2	600.00
Vista Del Oro	030-590-003-000	3	600.00
Vista Del Oro	030-590-004-000	4	600.00
Vista Del Oro	030-590-005-000	5	600.00
Vista Del Oro	030-590-049-000	6	600.00
Vista Del Oro	030-590-050-000	7	600.00
Vista Del Oro	030-590-051-000	8	600.00

Tract Name	APN	Lot	Special Tax
Vista Del Oro	030-590-052-000	9	600.00
Vista Del Oro	030-590-010-000	10	600.00
Vista Del Oro	030-590-011-000	11	600.00
Vista Del Oro	030-590-012-000	12	600.00
Vista Del Oro	030-590-013-000	13	600.00
Vista Del Oro	030-590-014-000	14	600.00
Vista Del Oro	030-590-015-000	15	600.00
Vista Del Oro	030-590-016-000	16	600.00
Vista Del Oro	030-590-017-000	17	600.00
Vista Del Oro	030-590-018-000	18	600.00
Vista Del Oro	030-590-019-000	19	600.00
Vista Del Oro	030-590-020-000	20	600.00
Vista Del Oro	030-590-021-000	21	600.00
Vista Del Oro	030-590-022-000	22	600.00
Vista Del Oro	030-590-023-000	23	600.00
Vista Del Oro	030-590-024-000	24	600.00
Vista Del Oro	030-590-025-000	25	600.00
Vista Del Oro	030-590-026-000	26	600.00
Vista Del Oro	030-590-027-000	27	600.00
Vista Del Oro	030-590-028-000	28	600.00
Vista Del Oro	030-590-029-000	29	600.00
Vista Del Oro	030-590-030-000	30	600.00
Vista Del Oro	030-590-031-000	31	600.00
Vista Del Oro	030-590-032-000	32	600.00
Vista Del Oro	030-590-033-000	33	600.00
Vista Del Oro	030-590-034-000	34	600.00
Vista Del Oro	030-590-035-000	35	600.00
Vista Del Oro	030-590-036-000	36	600.00
Vista Del Oro	030-590-037-000	37	600.00
Vista Del Oro	030-590-038-000	38	600.00
Vista Del Oro	030-590-039-000	39	600.00
Vista Del Oro	030-590-040-000	40	600.00
Vista Del Oro	030-590-041-000	41	600.00
Vista Del Oro	030-590-042-000	42	600.00
Vista Del Oro	030-590-043-000	43	600.00
Vista Del Oro	030-590-044-000	44	600.00
Vista Del Oro	030-590-045-000	45	600.00
Vista Del Oro	030-590-046-000	<u>46</u>	<u>600.00</u>
Totals:		136	\$81,600.00

PROPOSITION 218 OR COMPLIANCE CERTIFICATION AND HOLD HARMLESS
STATEMENT 2025-2026

The Agency/District of City of Oroville certifies the following:

I have read and am familiar with the requirements of Article XIIC and XIID of the State Constitution as revised by Proposition 218, including the articles cited below, and believe that all of the taxes, assessments, levies and fees accompanying the **2025-2026** submission to the County-Auditor for inclusion on the Secured Property Tax roll are in compliance with the law.

Article XIII C. Sec. 2 (c) *“Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).”*

Article XIII D. Sec. 5 *“...this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article.”*

Article XIII E. Sec. 6 (d) *“Beginning July 1, 1997, all fees or charges shall comply with this section.”*

The Agency/District agrees that it shall be solely liable and responsible, and will defend and hold harmless the County of Butte, the Board of Supervisors, the Auditor-Controller, the Tax Collector, its officers and employees, from litigation over whether the requirements of Proposition 218 were met with respect to such levy (levies).

If any judgment is entered against any indemnified party as a result of not meeting the requirements of Proposition 218 for such special tax(es), fee(s) or assessment(s), the Agency/District agrees that County may offset the amount of any judgment paid by an indemnified party from any moneys collected by County on Agency/District's behalf, including property taxes, special taxes, fees, or assessments. In addition, the Agency/District shall be solely liable and responsible and will defend and hold the County and the County Auditor harmless from any and all legal fees or other costs incurred related to such a claim.

By: _____ City of Oroville _____

ASSESSMENT TITLE: _____ TAXCODE: _____ 94001 _____

A Proposition 218 Certification _____ X _____

PROPOSITION 218 OR COMPLIANCE CERTIFICATION AND HOLD HARMLESS
STATEMENT 2025-2026

The Agency/District of City of Oroville certifies the following:

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By: _____ City of Oroville _____

ASSESSMENT TITLE: _____ TAXCODE: _____ 94000 _____

A Proposition 218 Certification _____ X _____



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES

RE: ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1, 2, 4, 6-8

DATE: AUGUST 5, 2025

SUMMARY

The City Council shall consider approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2025/26.

DISCUSSION

As a condition of approval for each subdivision identified below, the developer was required to establish or annex into a benefit assessment district. Each subdivision represents a Zone within the larger district. Each Zone is financially responsible for the maintenance of the storm water infrastructure (manholes, drain pipes, etc.), including storm water retention facilities within the specific subdivision. The particular Zones within the City's Consolidated Benefit Assessment District ("CBAD") are identified below:

ZONE NUMBER AND NAME
Zone 1 – <u>Linkside Place, Phase 1</u>
Zone 2 – Foothill Estates
Zone 3 – Mission Olive Ranch
Zone 4 – Vista Del Oro
Zone 5 – <u>Calle Vista Estates, Unit 2</u>
Zone 6 – Martin Ranch
Zone 7 – Jake Richter Estates
Zone 8 – Acacia Estates
Zone 9 – Ruddy Creek

Pursuant to the Benefit Assessment Act of 1982, which authorizes the formation and annual assessment of such districts, an Annual Assessment Report was prepared and filed with the City Clerk prior to the July 15, 2025 City Council meeting. The purpose of the report is to document the annual costs involved in the operation, maintenance and servicing of all improvements, adjust the annual assessments to incorporate any surplus or deficit from the

previous year and to determine the actual annual assessment for each assessable parcel within the CBAD.

The City Council will consider the following items for the CBAD:

1. Open and conduct a public hearing to receive public comment regarding the CBAD and/or the assessments for Fiscal Year 2025/26.
2. After any public comment, close the public hearing.

FISCAL IMPACT

Assessments are collected for the City of Oroville by the Butte County Tax Collector to reimburse the City for the costs of operating, maintaining, and servicing the storm water infrastructure within the CBAD.

ACTION REQUESTED -

NO ACTION IS REQUIRED THIS YEAR AS NONE OF THE ZONES WILL BE ASSESSED. THIS IS DUE TO LOW EXPENDITURES AND SUFFICIENT ZONE RESERVES TO COVER THOSE COSTS.

ATTACHMENTS

2025/26 Assessment Summary from the CBAD Annual Assessment Report.

NOTE: *In order to reduce copying costs, only the Executive Summary of the Annual Assessment Report is attached to this staff report. The complete Annual Assessment Report for the CBAD is available for review in the City Clerk's office.*

CBAD 2025/26 ASSESSMENT SUMMARY

Zone Name	Total Assessable Unit	Total Assessable Cost	Maximum Assessment Rate per Unit	Proposed Assessment Rate per Unit
Zone 1 – Linkside Place, Phase 1	65	\$0.00	\$450.95	\$0.00
Zone 2 – Foothill Estates	25	\$0.00	\$524.55	\$0.00
Zone 3 – Mission Olive Ranch	19	\$0.00	\$457.07	\$0.00
Zone 4 – Vista Del Oro	92	\$0.00	\$368.14	\$0.00
Zone 5 – Calle Vista Estates, Unit 2	44	\$0.00	\$272.40	\$0.00
Zone 6 – Martin Ranch	0	\$0.00	\$0.00	\$0.00
Zone 7 – Jake Richter	8	\$0.00	\$389.83	\$0.00
Zone 8 – Acacia Estates	20	\$0.00	\$271.95	\$0.00
Zone 9 – Ruddy Creek	97	\$0.00	\$131.72	\$0.00
TOTALS:	370	\$0.00		



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES

RE: ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 3, 5, 9

DATE: AUGUST 5, 2025

SUMMARY

The City Council shall consider approving the Annual Assessment Report and declaring its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2025/26.

DISCUSSION

As a condition of approval for each subdivision identified below, the developer was required to establish or annex into a benefit assessment district. Each subdivision represents a Zone within the larger district. Each Zone is financially responsible for the maintenance of the storm water infrastructure (manholes, drain pipes, etc.), including storm water retention facilities within the specific subdivision. The particular Zones within the City's Consolidated Benefit Assessment District ("CBAD") are identified below:

ZONE NUMBER AND NAME
Zone 1 – <u>Linkside Place, Phase 1</u>
Zone 2 – Foothill Estates
Zone 3 – Mission Olive Ranch
Zone 4 – Vista Del Oro
Zone 5 – <u>Calle Vista Estates, Unit 2</u>
Zone 6 – Martin Ranch
Zone 7 – Jake Richter Estates
Zone 8 – Acacia Estates
Zone 9 – Ruddy Creek

Pursuant to the Benefit Assessment Act of 1982, which authorizes the formation and annual assessment of such districts, an Annual Assessment Report was prepared and filed with the City Clerk prior to the July 15, 2025 City Council meeting. The purpose of the report is to document the annual costs involved in the operation, maintenance and servicing of all improvements, adjust the annual assessments to incorporate any surplus or deficit from the

previous year and to determine the actual annual assessment for each assessable parcel within the CBAD.

The City Council will consider the following items for the CBAD:

1. Open and conduct a public hearing to receive public comment regarding the CBAD and/or the assessments for Fiscal Year 2025/26.
2. After any public comment, close the public hearing.

FISCAL IMPACT

Assessments are collected for the City of Oroville by the Butte County Tax Collector to reimburse the City for the costs of operating, maintaining, and servicing the storm water infrastructure within the CBAD.

ACTION REQUESTED -

NO ACTION IS REQUIRED THIS YEAR AS NONE OF THE ZONES WILL BE ASSESSED. THIS IS DUE TO LOW EXPENDITURES AND SUFFICIENT ZONE RESERVES TO COVER THOSE COSTS.

ATTACHMENTS

2025/26 Assessment Summary from the CBAD Annual Assessment Report.

NOTE: *In order to reduce copying costs, only the Executive Summary of the Annual Assessment Report is attached to this staff report. The complete Annual Assessment Report for the CBAD is available for review in the City Clerk's office.*

CBAD 2025/26 ASSESSMENT SUMMARY

Zone Name	Total Assessable Unit	Total Assessable Cost	Maximum Assessment Rate per Unit	Proposed Assessment Rate per Unit
Zone 1 – Linkside Place, Phase 1	65	\$0.00	\$450.95	\$0.00
Zone 2 – Foothill Estates	25	\$0.00	\$524.55	\$0.00
Zone 3 – Mission Olive Ranch	19	\$0.00	\$457.07	\$0.00
Zone 4 – Vista Del Oro	92	\$0.00	\$368.14	\$0.00
Zone 5 – Calle Vista Estates, Unit 2	44	\$0.00	\$272.40	\$0.00
Zone 6 – Martin Ranch	0	\$0.00	\$0.00	\$0.00
Zone 7 – Jake Richter	8	\$0.00	\$389.83	\$0.00
Zone 8 – Acacia Estates	20	\$0.00	\$271.95	\$0.00
Zone 9 – Ruddy Creek	97	\$0.00	\$131.72	\$0.00
TOTALS:	370	\$0.00		



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES

RE: ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS, ZONES 1, 4, 6, 11, 13, 16, 18

DATE: AUGUST 5, 2025

SUMMARY

The City Council shall consider approving the Annual Assessment Report and authorizing the levy and collection of assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2025/26.

DISCUSSION

As a condition of approval for each subdivision identified below, the developer was required to establish or annex into a landscape and lighting maintenance assessment district. Each subdivision represents a Zone within the larger district. Each Zone is financially responsible for the maintenance of the landscaped areas dedicated to the City and for the cost of maintaining the City owned street lights within the individual subdivisions. The particular Zones within the City's Consolidated Landscape and Lighting Maintenance Assessment District ("CLLMAD") are identified below:

ZONE	ZONE
Zone 1 – Grandview Estates	Zone 10 – Foothill Estates
Zone 2 – The Buttes	Zone 11 – Mission Olive Ranch
Zone 3 – Deer Creek Estates, Phase 1	Zone 12 – Vista Del Oro
Zone 4 – Calle Vista 1	Zone 13 – Calle Vista 2
Zone 5 – Cherokee Estates, Phase 1	Zone 14 – Martin Ranch
Zone 6 – Sherwood	Zone 15 – Jake Richter Estates
Zone 7 – Grayhawk	Zone 16 – Acacia Estates
Zone 8 – Cherokee Estates, Phase 2	Zone 17 – Feather River Bluffs
Zone 9 – Linkside	Zone 18 – Ruddy Creek

Pursuant to the Landscape and Lighting Act of 1972, which authorizes the formation and annual assessment of such districts, an Annual Assessment Report was prepared and filed with the City Clerk prior to the July 15, 2024 City Council meeting. The purpose of the report is to document the annual costs involved in the operation, maintenance and servicing of all improvements, adjust the annual assessments, to incorporate any surplus or deficit from the previous year and to determine the actual annual assessment for each assessable parcel within the CLLMAD.

The City Council will consider the following items for the CLLMAD:

1. Open and conduct a public hearing to receive public comment regarding the CLLMAD and/or the assessments for Fiscal Year 2025/26.
2. After any public comment, close the public hearing and consider approval of the Resolution authorizing the levy and collection of assessments.

FISCAL IMPACT

Assessments are collected for the City of Oroville by the Butte County Tax Collector to reimburse the City for the costs of operating, maintaining and servicing the landscape and lighting improvements within the CLLMAD.

ACTION REQUESTED -

APPROVE THE ANNUAL ASSESSMENT REPORT AND AUTHORIZE THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT.

ATTACHMENTS

2025/26 Assessment Summary from the CLLMAD Annual Assessment Report.

NOTE: *In order to reduce copying costs, only the Executive Summary of the Annual Assessment Report is attached to this staff report. The complete Annual Assessment Report for the CLLMAD is available for review in the City Clerk's office.*

CLLMAD FISCAL YEAR 2025-26 ASSESSMENT SUMMARY

Zone Name	Total Assessable Parcels/Units	Total Assessment	Maximum Assessment Rate per Unit	Proposed Assessment Rate per Unit
Zone 1 – Grandview Estates	21	\$2,944.62	\$206.96	\$140.22
Zone 2 – The Buttes	58	\$7,131.68	\$122.96	\$122.96
Zone 3 – Deer Creek Estates, Phase 1	72	\$2,168.64	\$30.12	\$30.12
Zone 4 – Calle Vista Estates, Phase 1	70	\$5,327.00	\$76.11	\$76.10
Zone 5 – Cherokee Estates, Phase 1	12	\$948.96	\$79.08	\$79.08
Zone 6 – Sherwood Estates, 1 & 2	49	\$2,058.00	\$42.00	\$42.00
Zone 7 – Grayhawk	30	\$5,928.60	\$197.63	\$197.62
Zone 8 – Cherokee Estates, Phase 2	20	\$3,800.40	\$571.08	\$190.02
Zone 9 – Linkside Place, Phase 1	65	\$4,225.00	\$594.23	\$65.00
Zone 10 – Foothill Estates	25	\$2,750.00	\$880.20	\$110.00
Zone 11 – Mission Olive Ranch	19	\$7,715.90	660.41	\$406.10
Zone 12 – Vista Del Oro	92	\$2,760.00	\$259.30	\$30.00
Zone 13 – Calle Vista Estates, Unit 2	44	\$4,847.04	\$361.02	\$110.16
Zone 14 – Martin Ranch	0	\$0.00	\$0.00	\$0.00
Zone 15 – Jake Richter	8	\$3,084.96	\$385.62	\$385.62
Zone 16 – Feather River Bluffs	121	\$0.00	\$65.78	\$0.00
Zone 17 – Acacia Estates	20	\$0.00	\$124.39	\$0.00
Zone 18 – Ruddy Creek	97	\$0.00	\$166.03	\$0.00
TOTALS:	823	\$55,690.80		

PROPOSITION 218 OR COMPLIANCE CERTIFICATION AND HOLD HARMLESS
STATEMENT 2025-2026

The Agency/District of City of Oroville certifies the following:

I have read and am familiar with the requirements of Article XIIC and XIID of the State Constitution as revised by Proposition 218, including the articles cited below, and believe that all of the taxes, assessments, levies and fees accompanying the **2025-2026** submission to the County-Auditor for inclusion on the Secured Property Tax roll are in compliance with the law.

Article XIII C. Sec. 2 (c) *“Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).”*

Article XIII D. Sec. 5 *“...this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article.”*

Article XIII E. Sec. 6 (d) *“Beginning July 1, 1997, all fees or charges shall comply with this section.”*

The Agency/District agrees that it shall be solely liable and responsible, and will defend and hold harmless the County of Butte, the Board of Supervisors, the Auditor-Controller, the Tax Collector, its officers and employees, from litigation over whether the requirements of Proposition 218 were met with respect to such levy (levies).

If any judgment is entered against any indemnified party as a result of not meeting the requirements of Proposition 218 for such special tax(es), fee(s) or assessment(s), the Agency/District agrees that County may offset the amount of any judgment paid by an indemnified party from any moneys collected by County on Agency/District's behalf, including property taxes, special taxes, fees, or assessments. In addition, the Agency/District shall be solely liable and responsible and will defend and hold the County and the County Auditor harmless from any and all legal fees or other costs incurred related to such a claim.

By: _____

Mayor David Pitman

ASSESSMENT TITLE: Lighting and Landscape Maintenance Districts TAXCODE: 78001

Is This a Compliance Certification X



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES

RE: ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS, ZONES 2, 3, 5, 7, 10, 12, 14, 15, 17

DATE: AUGUST 5, 2025

SUMMARY

The City Council shall consider approving the Annual Assessment Report and authorizing the levy and collection of assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2025/26.

DISCUSSION

As a condition of approval for each subdivision identified below, the developer was required to establish or annex into a landscape and lighting maintenance assessment district. Each subdivision represents a Zone within the larger district. Each Zone is financially responsible for the maintenance of the landscaped areas dedicated to the City and for the cost of maintaining the City owned street lights within the individual subdivisions. The particular Zones within the City's Consolidated Landscape and Lighting Maintenance Assessment District ("CLLMAD") are identified below:

ZONE	ZONE
Zone 1 – Grandview Estates	Zone 10 – Foothill Estates
Zone 2 – The Buttes	Zone 11 – Mission Olive Ranch
Zone 3 – Deer Creek Estates, Phase 1	Zone 12 – Vista Del Oro
Zone 4 – Calle Vista 1	Zone 13 – Calle Vista 2
Zone 5 – Cherokee Estates, Phase 1	Zone 14 – Martin Ranch
Zone 6 – Sherwood	Zone 15 – Jake Richter Estates
Zone 7 – Grayhawk	Zone 16 – Acacia Estates
Zone 8 – Cherokee Estates, Phase 2	Zone 17 – Feather River Bluffs
Zone 9 – Linkside	Zone 18 – Ruddy Creek

Pursuant to the Landscape and Lighting Act of 1972, which authorizes the formation and annual assessment of such districts, an Annual Assessment Report was prepared and filed with the City Clerk prior to the July 16, 2024 City Council meeting. The purpose of the report is to document the annual costs involved in the operation, maintenance and servicing of all improvements, adjust the annual assessments, to incorporate any surplus or deficit from the previous year and to determine the actual annual assessment for each assessable parcel within the CLLMAD.

The City Council will consider the following items for the CLLMAD:

1. Open and conduct a public hearing to receive public comment regarding the CLLMAD and/or the assessments for Fiscal Year 2025/26.
2. After any public comment, close the public hearing and consider approval of the Resolution authorizing the levy and collection of assessments.

FISCAL IMPACT

Assessments are collected for the City of Oroville by the Butte County Tax Collector to reimburse the City for the costs of operating, maintaining and servicing the landscape and lighting improvements within the CLLMAD.

ACTION REQUESTED -

APPROVE THE ANNUAL ASSESSMENT REPORT AND AUTHORIZE THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT.

ATTACHMENTS

2025/26 Assessment Summary from the CLLMAD Annual Assessment Report.

NOTE: *In order to reduce copying costs, only the Executive Summary of the Annual Assessment Report is attached to this staff report. The complete Annual Assessment Report for the CLLMAD is available for review in the City Clerk's office.*

CLLMAD FISCAL YEAR 2025-26 ASSESSMENT SUMMARY

Zone Name	Total Assessable Parcels/Units	Total Assessment	Maximum Assessment Rate per Unit	Proposed Assessment Rate per Unit
Zone 1 – Grandview Estates	21	\$2,944.62	\$206.96	\$140.22
Zone 2 – The Buttes	58	\$7,131.68	\$122.96	\$122.96
Zone 3 – Deer Creek Estates, Phase 1	72	\$2,168.64	\$30.12	\$30.12
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Zone 6 – Sherwood Estates, 1 & 2	49	\$2,058.00	\$42.00	\$42.00
Zone 7 – Grayhawk	30	\$5,928.60	\$197.63	\$197.62
Zone 8 – Cherokee Estates, Phase 2	20	\$3,800.40	\$571.08	\$190.02
Zone 9 – Linkside Place, Phase 1	65	\$4,225.00	\$594.23	\$65.00
Zone 10 – Foothill Estates	25	\$2,750.00	\$880.20	\$110.00
Zone 11 – Mission Olive Ranch	19	\$7,715.90	660.41	\$406.10
Zone 12 – Vista Del Oro	92	\$2,760.00	\$259.30	\$30.00
Zone 13 – Calle Vista Estates, Unit 2	44	\$4,847.04	\$361.02	\$110.16
Zone 14 – Martin Ranch	0	\$0.00	\$0.00	\$0.00
Zone 15 – Jake Richter	8	\$3,084.96	\$385.62	\$385.62
Zone 16 – Feather River Bluffs	121	\$0.00	\$65.78	\$0.00
Zone 17 – Acacia Estates	20	\$0.00	\$124.39	\$0.00
Zone 18 – Ruddy Creek	97	\$0.00	\$166.03	\$0.00
TOTALS:	823	\$55,690.80		



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES

RE: BUTTE COUNTY PROP 218 RESOLUTION FOR FISCAL YEAR 2025-26

DATE: AUGUST 5, 2025

SUMMARY

The City Council shall consider adopting the Proposition 218 Compliance Resolution.

DISCUSSION

Butte County requires the attached Resolution be adopted by the City Council each year, as another level of protection for the County. This Resolution assures the legal process for placing the annual assessments and special taxes onto the tax roll has been complied with, in regard to Proposition 218.

FISCAL IMPACT

Funds are collected on the Butte County tax roll and placed into a "Special Fund" account for specified expenses within the CLLMAD and the CBAD districts. There is no fiscal impact to the City's general fund.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9404 - A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO SIGN THE APPROVED RESOLUTION.

ATTACHMENTS

Resolution No. 9404

**CITY OF OROVILLE
RESOLUTION NO. 9404**

A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO SIGN THE APPROVED RESOLUTION

WHEREAS, the notices and hearing for special taxes and assessments for the purpose of Landscape and Lighting Act of 1972, being 22500 et seq of the Streets & Highway Codes, to be included on the regular County property tax bill for property owners of the City of Oroville adopted pursuant to Streets & Highway Codes section 22645 et. seq; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special taxes, including Proposition 218, to be collected per Streets and Highway Code section 22501, for the Benefit Assessment Districts, et seq; and

WHEREAS, the notices and hearing for special taxes and assessments to be included on the regular County property tax bill for property owners of the City of Oroville was completed on August 5, 2025; and

WHEREAS, the City of Oroville (City) is placing the special taxes and assessments on the Butte County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special taxes, including Proposition 218, to be collected per Streets and Highway Code section 22501, et seq; and

WHEREAS, the special taxes and assessments are being levied without regard to property valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Butte harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any special taxes, assessment, fees or charges placed on the roll for the City by the County; and

WHEREAS, the Finance Director is authorized to sign all necessary documents on behalf of the City for placement on the secured tax roll for collection; and

NOW THEREFORE BE IT RESOLVED by the Oroville City Council that the list submitted with parcel numbers and amounts are certified as being correct, the Mayor is hereby authorized to sign the approved resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 5, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittmann, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, City Attorney

Brian Ring, City Clerk