



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

December 02, 2025
REGULAR MEETING
CLOSED SESSION 3:30 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

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

1. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – Three cases.
2. Pursuant to Government Code Section 54957, the Council will meet with the Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees.
3. Pursuant to Government Code Section 54957.6, the Council will meet with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All Represented Units.

OPEN SESSION

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

RULES OF DECORUM

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

PRESENTATIONS AND PROCLAMATIONS

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 OF ENGINEER AND TRAFFIC SURVEY REPORT CONTRACT TO WOOD RODGERS INC. OF ROSEVILLE, CA

The City Council shall consider awarding a contract to Wood Rodgers, Inc. of Roseville CA, for an Engineering and Traffic Survey (E&TS) Report.

ACTION REQUESTED -

APPROVE THE AGREEMENT NO. 3574 WITH WOOD RODGERS (5/7 VOTE REQUIRED); AND AUTHORIZE THE MAYOR TO SIGN.

2. AMENDMENT TO THE AGREEMENT WITH ROBERT T. MARCINIAK (MARCINIAK CONSULTING SERVICES) FOR SUPPLEMENTAL BENEFITS FUND ADMINISTRATION

The City Council shall consider an amendment to the agreement with Robert T. Marciniak (Marciniak Consulting Services) for services related to the administration of the Supplemental Benefits Fund.

ACTION(S) REQUESTED –

- 1. ADOPT RESOLUTION NO. 9422; AND**
- 2. APPROVE THE AMENDMENT TO AGREEMENT NO. 3242-2 AND AUTHORIZE THE MAYOR TO SIGN.**

3. PURCHASE OF TWO DIGITAL QUALITY NETWORK APPLIANCE PROVIDER (QNAP) STORAGE DEVICES THROUGH CDW-G

The City Council shall consider approving the purchase of two Quality Network Appliance Provider (QNAP), 240 terabyte, network storage devices. Devices are used for evidence storage of forensic downloads. The devices are needed to increase available storage, which is nearly depleted. With the assistance of City Information Technology, staff has reviewed numerous options, including cloud storage, and determined the QNAP system is best suited for long-term needs.

ACTION REQUESTED -

APPROVE THE PURCHASE OF THE TWO PROPOSED QNAP DIGITAL STORAGE SYSTEMS.

4. APPROVAL OF THE NOVEMBER 18, 2025 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the November 18, 2025 City Council regular meeting minutes.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

5. CONSIDERATION OF REAPPOINTMENT TO THE BUTTE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT BOARD OF TRUSTEES

The City Council shall consider reappointing Vice Mayor Eric J. Smith to the Butte County Mosquito & Vector Control District Board of Trustees to ensure compliance with statutory term requirements beginning January 2026.

ACTION REQUESTED -

REAPPOINT VICE MAYOR ERIC J. SMITH TO THE BUTTE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT BOARD OF TRUSTEES TO SERVE THE TERM COMMENCING AT NOON ON THE FIRST MONDAY OF JANUARY 2026 THROUGH DECEMBER 2026, IN ACCORDANCE WITH HEALTH & SAFETY CODE §2024(A).

6. 2025 STATE AND FEDERAL LEGISLATIVE UPDATE

The City Council shall receive an update from the City's two legislative advocacy partners: Shaw, Yoder, Antwih, Schmelzer & Lange (State) and The Ferguson Group (Federal) regarding actions taken in 2025 and to hear about any new priorities for the City in 2026.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

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

7. 5:00PM - FIRST READING OF ORDINANCE 1840 ADOPTING THE 2025 CALIFORNIA BUILDING STANDARDS CODE TITLE 24, PARTS 1 through 12

The City Council shall introduce Ordinance 1840 to adopt the California Building Standards Code Title 24, Parts 1 through 12. The California Building Standards Code is published in its entirety every three years by order of the California Legislature, with supplements published in intervening years. The California legislature delegated authority to various agencies, boards, commissions and departments to create building regulations to implement the state's statutes. These building regulations, or standards, have the same force of law, and take effect 180 days after their publication unless otherwise stipulated. The California Building Standards Code applies to occupancies in the State of California as annotated.

ACTION REQUESTED -

INTRODUCE BY TITLE ONLY AND WAIVE THE FIRST READING OF ORDINANCE 1840 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, KNOWN AS THE CALIFORNIA BUILDING STANDARDS CODE PARTS 1 THROUGH 12 AND THE UNIFORM HOUSING CODE 1997 EDITION, AND THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS 1997 EDITION AND THE 2019 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND AMENDING CERTAIN PORTIONS OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24.

8. 5:15PM - APPEAL OF THE OCTOBER 23, 2025, DECISION OF THE PLANNING COMMISSION TO CERTIFY AN ENVIRONMENTAL IMPACT REPORT FOR THE SPECULATIVE SOUTH OPHIR WAREHOUSE PROJECT

The City Council shall conduct a public hearing and consider an appeal of the Oroville Planning Commission's October 23, 2025 decision to certify an Environmental Impact Report for the South Ophir Warehouse project on APN's 078-010-047 and 078-020-035.

Per Oroville Municipal Code (OMC) Chapter 17.56.100.B an appeal of a Planning Commission decision must be heard no later than 45 days from receipt of the request, which was received on November 5, 2025.

ACTION(S) REQUESTED -

- 1. CONDUCT A PUBLIC HEARING TO HEAR THE APPEAL; AND**
- 2. DENY THE APPEAL AND UPHOLD THE PLANNING COMMISSION'S CERTIFICATION OF THE EIR;**

OR

APPROVE APPEAL.

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 December 16, 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: TIM KABER – PROJECT MANAGER

**RE: AWARD OF ENGINEER AND TRAFFIC SURVEY REPORT CONTRACT
TO WOOD RODGERS INC. OF ROSEVILLE, CA**

DATE: DECEMBER 2, 2025

SUMMARY

The City Council shall consider awarding a contract to Wood Rodgers, Inc. of Roseville CA, for an Engineering and Traffic Survey (E&TS) Report.

DISCUSSION

The City of Oroville E&TS Report has recently expired and needs to be updated. The last E&TS Report was performed in 2011.

Three contractors were contacted via phone to submit a proposal. The 2011 E&TS Report with associated traffic counts was emailed to Wood Rodgers of Roseville, CA, GCW Engineers and Surveyors in Reno, NV, and W-Trans of Santa Rosa, CA.

Wood Rodgers submitted the lowest price, as well as the highest total segments to be surveyed. The Draft report will be submitted 4 months after Notice To proceed is issued.

The report will identify segments of roadway that can have the speed limit set via ordinance so that future E&TS will not be necessary for those segments.

FISCAL IMPACT

A transfer from Contingency in the amount \$47,263 is requested. There is also a potential opportunity to use leftover RSTP funds from the Ophir Road project (5/7 Vote Required).

ACTION REQUESTED -

APPROVE THE AGREEMENT NO. 3574 WITH WOOD RODGERS (5/7 VOTE REQUIRED); AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS:

E&TS Contractor Comparison
Agreement No. 3574 with Wood Rodgers

Company	Cost	Segments	Duration
Wood Rodgers	\$ 47,263.00	80	4 months to draft
GCW	\$ 59,000.00	45	4 months to draft
W-Trans	\$ 47,500.00	43	Draft report in 10 weeks

Deliverables
Draft, Response to Comments, Final Report
Draft, Response to comments, final E&TS

Comments
Identify Prima Facie segments, business districts, residential districts
Identify Prima Facie segments, Business District

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES
SPEED ZONE ENGINEERING AND TRAFFIC SURVEY

This Agreement is made on this 18th day of November, 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 Wood Rodgers, Inc, 3301 C Street, Building 100-B, Sacramento, CA 95816 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

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

1. SERVICES.

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

2. TERM OF AGREEMENT.

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

3. TIME OF PERFORMANCE.

The services of the CONTRACTOR are to commence upon 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 \$47,263 for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

5. CONTRACT ADMINISTRATION.

5.1. The CITY's Representative. Unless otherwise designated in writing, Brian Ring 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. Day-to-day management of the contract

will be performed by Tim Kaber. All activities performed by CONTRACTOR shall be coordinated with this person (Kaber)

5.2. Manager-in-Charge. For the CONTRACTOR, Bryan Gant 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) working 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 reasonable 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.

With respect to claims alleging Consultant's professional negligence or professional liability, Consultant's duty to defend obligation shall be met by reimbursing an indemnified party for the indemnified party's reasonable costs of defense following a determination or an agreement between the parties of Consultant's proportionate percentage of fault.

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

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

8. INSURANCE REQUIREMENTS.

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

8.1.1. Workers' Compensation Coverage. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation or nonrenewal of all Workers' Compensation policies must be received by the CITY at least

thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY. This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement.

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

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

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

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

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

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

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

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

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

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

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

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

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

8.4. Certificates of Insurance. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the

CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

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

9. ASSIGNMENT AND SUBCONTRACTING.

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

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

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

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

10.2. Workers' Compensation Law. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

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

at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession.

11. CONFLICT OF INTEREST.

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

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

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

13. RECORDS AND AUDITS.

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

14. OWNERSHIP OF DOCUMENTS.

It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request. The CITY shall indemnify and hold harmless CONTRACTOR from all claims resulting from CITY's use of documents for any purpose other than their intended use on the project subject to this Agreement.

15. INDEPENDENT CONTRACTOR.

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

forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY.

16. NOTICE.

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

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

CONTRACTOR:
Wood Rodgers, Inc.
3301 C Street, Bldg 100-B,
Sacramento, CA 95816
Attention: Bryan Gant, P.E.

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 18th day of November, 2025.

CONTRACTOR:



Bryan Gant, Principal Engineer

CITY OF OROVILLE:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney



September 22, 2025

Tim Kaber, P.E.
Project Manager / Sr. Civil Engineer
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
(530) 538-2540
tkaber@cityoforoville.org

Re: Proposal for Preparation of a Speed Zone Engineering and Traffic Survey for the City of Oroville

Dear Mr. Kaber,

As previously discussed with the City of Oroville (City) on 9/9/2025, Wood Rodgers, Inc. (Wood Rodgers) has prepared this proposal to perform an update to the City's 2010 Speed Zone Engineering and Traffic Survey (E&TS). The E&TS will be performed for major arterial and collector roads within the City that are under City jurisdiction. The E&TS will be prepared consistent with California Manual on Uniform Traffic Control Devices (CA MUTCD) and California Vehicle (CVC) guidelines in order to set/maintain enforceable speed limits.

SCOPE OF WORK

The following is a description of the work items to be performed:

TASK I | SPEED ZONE ENGINEERING AND TRAFFIC STUDY

TASK I.1 | PROJECT MANAGEMENT

- Communicate with the City necessary to discuss and resolve key issues. Attend a Project kickoff phone conference with the City if necessary.
- Prepare a map of proposed speed zones for review by the City.
- Daily project management and quality control/quality assurance.
- Attend up to two (2) total phone conferences with the City.

TASK I.2 | DATA COLLECTION

- Collect radar speed counts at up to 80 roadway segments for a single typical weekday. Radar speed counts will be consistent with CVC and CA MUTCD requirements (off-peak conditions, minimum 100 vehicle sample, etc.).
- The radar speed counts will be performed by National Data & Surveying Services. A preliminary quote for the speed counts is included as **Exhibit D** at the end of this proposal.

TASK 1.3 | E&TS REPORT

- Prepare an Engineering and Traffic Survey Report consistent with CA MUTCD and CVC standards for up to 80 speed zones.
- The E&TS Report will be based on the City's 2010 Speed Zone E&TS Report, and will contain at least the following sections:
 - Background Methodology
 - Data Collection
 - Field Data Processing
 - Engineering Analysis
 - Recommended Speed Limits
- The speed limit in each zone will be recommended in accordance with Section 2B.13, Speed Limit Sign (R2-1), of the CA MUTCD.
- Prepare a table of relevant data for each speed zone, including the following:
 - Segment limits
 - Current posted speed
 - Speed Data
 - Recommended speed limit
 - Basis for recommendation
- Other factors that will be considered in the E&TS include:
 - Most recent 2-year collision record
 - Conditions not apparent to the driver
 - Density and driveway connections
 - Pedestrian and bicycle traffic
- Prepare a PDF map of Oroville roads showing proposed speed limits based on the new E&TS.
- Recommend Business Activity District or Residence District prima facie speed limits where applicable.
- All speed counts will also be provided to the City in Excel format.

Deliverables:

- ✓ Draft Speed Zone E&TS Report
- ✓ Response to City comments on the Draft E&TS Report
- ✓ Final E&TS Report

SPECIAL CONDITIONS

This proposal assumes the following:

1. New typical weekday radar speed counts will be collected at up to 80 roadway segments.

2. At any stage of the E&TS process, agency/public/client/applicant/stakeholder comments calling for analysis of additional facilities/scenarios/alternatives (above and beyond those listed in this proposal) will be completed only upon approval of an appropriate contract addendum by the City.
3. Wood Rodgers has budgeted for up to two (2) total phone conferences with the City.

BUDGET AND SCHEDULE

Wood Rodgers will complete the above Scope of Work on an additional **Time-and-Materials (T/M)** basis, not-to-exceed budget of **\$47,263** without prior authorization. We anticipate submitting a Draft E&TS for Client review within approximately **six (6) weeks** from the date of receiving all traffic count data.

The work will be completed in accordance with Wood Rodgers' Invoicing Payment and Liabilities Policies – **Exhibit A**. A current Wood Rodgers Fee Schedule is included as **Exhibit B**. A detailed budget and schedule are included as **Exhibit C**.

If you are in agreement with the proposed Scope of Work, Budget, and Schedule please sign below and return to us at your earliest convenience. This proposal (scope of work, budget, and schedule) is valid for acceptance for a period of ninety (90) days from its date.

Wood Rodgers is confident that we will provide quality transportation planning services on this Project, and we will strive to deliver an E&TS that meets the Project's overall schedule needs. Should you have any questions about this proposal, please feel free to contact me by phone at (916) 917-6058 or by email at mtambellini@woodrogers.com.

Sincerely,



Mario Tambellini, PE, TE
Associate Engineer
Wood Rodgers, Inc.

Bryan Gant, PE
Principal
Wood Rodgers, Inc.

In Agreement with the Above Terms:

Signature

Name:

Title:

Organization:

Date

EXHIBIT "A"



INVOICING, PAYMENT & LIABILITY POLICIES

1. "Reimbursable expenses", including, but not limited to, mileage, blueprints, and reproduction are not included in proposal costs unless specifically identified in the scope of work. Such costs shall be billed at the stated mileage rate or vendor invoice.
2. Invoices are submitted monthly by Wood Rodgers, Inc. Client shall notify Wood Rodgers, Inc. in writing of any and all objections, if any, to an invoice within thirty (30) days of the invoice date. Otherwise, the invoice shall be deemed proper and accepted by the Client. Amounts invoiced are due and payable upon receipt. Client's account shall be considered delinquent if Wood Rodgers, Inc. does not receive full payment within forty-five (45) days after the invoice date.
3. A service charge shall be applied to delinquent accounts at the rate of 1.5% per month. Payment thereafter shall be applied first to accrued interest and then to unpaid principal. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees, incurred by Wood Rodgers, Inc. in connection with collection of delinquent accounts of Client.
4. If a delinquency occurs, Wood Rodgers, Inc. may choose to suspend work upon ten (10) days written notice to Client. Wood Rodgers, Inc. shall recommence work once such delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this contract are paid in full. If a delinquency by Client occurs and Wood Rodgers, Inc. chooses not to suspend work, no waiver or estoppel shall be implied. Client agrees and understands that if Wood Rodgers, Inc. suspends its work pursuant to this paragraph, Wood Rodgers, Inc. shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Client, other owner of the property where such work is being performed, or any other third party, that may arise from or be related to such work suspension. Client agrees to indemnify and hold Wood Rodgers, Inc. harmless from and against any and all damages, costs, attorney's fees, and/or other expenses which Wood Rodgers, Inc. may incur as a result of any claim by any person or entity arising out of such suspension of work.
5. When non-standard billing is requested by Client, time spent by office administrative personnel in preparation of such billing shall be considered an extra cost to the project and shall be billed as such.
6. In providing services under this Agreement, Wood Rodgers, Inc. will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
7. Client and Wood Rodgers, Inc. recognize the risks, rewards, and benefits of the project and Wood Rodgers, Inc. total fee for services. The risks have been allocated such that Client and Wood Rodgers, Inc. agrees that, to the fullest extent permitted by law, the total liability of Wood Rodgers, Inc. to Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total aggregate liability of \$ 47,263. Such causes include but are not limited to Wood Rodgers, Inc. negligence, errors, omissions, strict liability, and breach of contract and breach of warranty. Wood Rodgers carries Professional Liability Insurance.
8. This agreement and the applicable Services Authorization & Agreement or Proposal/Contract constitute the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.
9. As part of the agreed compensation, Wood Rodgers, Inc. will perform the Research and Development associated with completion of the contract scope of services.

EXHIBIT “B”



SACRAMENTO & ROSEVILLE FEE SCHEDULE

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$320
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$285
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$260
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$250
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$235
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$225
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$215
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$195
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$165
Designer	\$100
Senior CAD Technician/Graphics Designer II	\$200
Senior CAD Technician/Graphics Designer I	\$175
CAD Technician/Graphics Designer	\$155
Project Coordinator	\$170
Administrative Assistant	\$135
1 Person Survey Crew	\$255
2 Person Survey Crew	\$365
3 Person Survey Crew	\$465
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice.
Auto mileage will be charged at the IRS standard rate, currently 70 cents per mile.

Fee Schedule subject to change January 1, 2026 and annually thereafter.

EXHIBIT "C"

Proposed Budget and Schedule Speed Zone Engineering & Traffic Survey, Oroville, CA

Task	Task Description	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7 & beyond	Senior Engineer I	Project Engineer I	Engineer I	Materials & Direct Costs, Traffic Counts	Total Hours	Total Cost	Budget Type
		Project Schedule							\$250	\$225	\$195				
TASK 1	Speed Zone E&TS								40	56	80	\$9,063	176	\$47,263	T&M
TOTAL LABOR HOURS									40	56	80		176		
TOTAL BUDGET ESTIMATE									\$10,000	\$12,600	\$15,600	\$9,063		\$47,263	
Legend			Fixed Schedule												
			Variable Schedule												

EXHIBIT "D"



National Data & Surveying Services
The Leading Traffic Data Collection Company

TO: Mario Tambellini
Wood Rodgers
3741 Douglas Blvd, Suite 150
Roseville, California 95661
(619) 819-9170

DATE: 09/22/2025
JOB REF: Oroville, CA
NDS PROPOSAL: 2231p1
IPO:

ESTIMATE

Service Type	Rate Description	Rate	Quantity	Total
RDR-25	Radar (Spot Speed) Study (1-Day, 2hr) 100 samples total or 2hr max per location (whichever come first) 9:00AM-4:00PM Weekday	\$125.00	80	\$10,000.00
FUE-25	Fuel Surcharge	\$70.00	1	\$70.00

-10%
Discount: Volume
Discount Description:

TOTAL: \$9,063.00

Thank you for your business!
To accept this quotation, sign here and return

Email: steve.sandbank@ndsdata.com

Local Office Address

Sacramento, CA 95834
4740 Northgate Blvd, Ste 110
(916) 771-8700

Remittance Office Address

106 N Poinsettia Pl
Los Angeles, CA 90036
(323) 782-0090

Signature: _____
PO#: _____



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: AMENDMENT TO THE AGREEMENT WITH ROBERT T. MARCINIAK (MARCINIAK CONSULTING SERVICES) FOR SUPPLEMENTAL BENEFITS FUND ADMINISTRATION

DATE: DECEMBER 2, 2025

SUMMARY

The City Council shall consider an amendment to the agreement with Robert T. Marciniak (Marciniak Consulting Services) for services related to the administration of the Supplemental Benefits Fund.

DISCUSSION

On March 15, 2022, the City entered into an agreement with Mr. Marciniak, to provide administrative services needed for the Supplemental Benefits Fund (SBF). Under that agreement, Mr. Marciniak provides up to 10 hours per month preparing all the necessary agendas, communication with partners, facilitating the SBF meetings, updating and monitoring the agreements, preparing notices of funding releases and updating all necessary records. For these services, Mr. Marciniak is compensated at \$80.00 per hour, \$800.00 per month, for a minimum of 10 hours per month. This agreement was amended on June 4, 2024, extending the term of the agreement through May 15, 2026.

Mr. Marciniak is well versed with the SBF and is well suited to continue in this role. This proposed second amendment:

- Maintains the same rate of pay of \$800.00 per month, for a minimum of 10 hours per month.
- With the potential agreement with the Department of Water Resources to provide interim funding of \$200,000 per year to the SBF (pending the Federal Energy Regulatory Commission's (FERC) approval of the Oroville Project No. 2100), additional work (release of funding notices, workshops, project administration, etc.) may be needed. Any time needed beyond the base 10 hours would need to be pre-authorized by the Fund Administrator, be capped at 10 hours and would be paid at the rate of \$65.00 per hour. If additional time is needed, it would need to be approved by the SBF Chairperson.
- This amendment would extend this term through May 15, 2028.

FISCAL IMPACT

Funding is available.

ACTION(S) REQUESTED –

- 1. ADOPT RESOLUTION NO. 9422; AND**
- 2. APPROVE THE AMENDMENT TO AGREEMENT NO. 3242-2 AND AUTHORIZE THE MAYOR TO SIGN.**

ATTACHMENTS

- A. Agreement No. 3242-2
- B. First Amendment to Professional Services Agreement No. 3242-2
- C. Second Amendment to Professional Services Agreement No. 3242-2
- D. Resolution No. 9422

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9038**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF OROVILLE AND MARCINIAK CONSULTING
SERVICES**

Agreement No. 3242-2

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

1. The Mayor is hereby authorized and directed to execute a professional services agreement between the City of Oroville and Marciniak Consulting Services. A copy is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on March 15, 2022 by the following vote:

AYES: Hatley, Smith, Pittman, Riggs, Goodson, Thomson, Reynolds

NOES: None

ABSTAIN: None

ABSENT: None



Chuck Reynolds, Mayor

APPROVED AS TO FORM:



Scott E. Huber, City Attorney

ATTEST:



Jackie Glover, Assistant City Clerk

AGREEMENT FOR CONSULTING SERVICES FOR THE SUPPLEMENTAL BENEFIT FUND

This Agreement is made and entered on March 15, 2022, by and between the **City of Oroville** ("City") and the **Marciniak Consulting Services** ("Consultant").

AGREEMENT

1. **Scope of Services.** The Consultant shall furnish the following services in a professional manner:
 1. Consultation and work services related to the Supplemental Benefits Fund
 2. Review and processing of approved grant request invoices
 3. Updating of all electronic & physical files
 4. Updating of all financial records
 5. Updating, as appropriate, of the SBF web page
 6. Preparation of:
 7. Correspondence
 8. Meeting agendas
 9. Staff Reports and related documents
 10. Contracts
 11. Contract Revisions
 12. Site visits as required or assigned to grantee projects

Consultant shall perform the services described above. Consultant shall provide all necessary day to day services necessary to efficiently operate the Supplemental Benefit Fund. The Consultant shall be available to Supplemental Benefit Fund Committee members, Grantees, and City Staff to ensure the timely availability of information regarding the fund. The Consultant shall ensure the completeness of grant projects and adherence to grant guidelines. Consultant will regularly report the financial position of the fund and the status of all grant funded projects.

13. **Time of Performance.** The services of Consultant are to commence upon execution of this Agreement and shall continue until June 30, 2024.

14. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.
15. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the number of clients serviced, the date the services were performed. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
16. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
17. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
18. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working

notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

- X Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (Documents and Data). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data
- the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.
- X Confidentiality. All ideas, memoranda, specifications, plans, procedures,

drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate

performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
 - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.
9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

10. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, -agents, employees or volunteers.
15. Insurance Requirements.
 - a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit C attached hereto.
16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall

be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **Bill LaGrone
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897**

If to Consultant: **Robert Marciniak
Marciniak Consulting Services
242 Cottage Creek Drive
Oroville, CA 95966**

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in

this Agreement shall create any contractual relationship between 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 required by law.

20. 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.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.
23. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in

interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

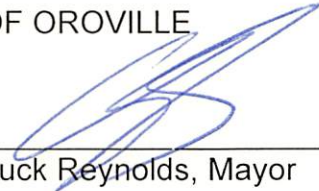
25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the 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.
27. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the

term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

By: 
Chuck Reynolds, Mayor

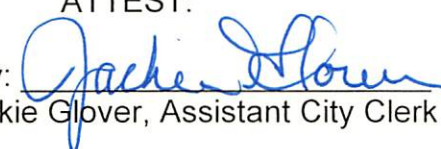
OROVILLE
RESUCE MISSION

By: 
Robert Marciniak, Owner

APPROVED AS TO FORM:

By: 
Scott E. Huber, City Attorney

ATTEST:

By: 
Jackie Glover, Assistant City Clerk

Attachments: Exhibit A: Scope of Services
Exhibit B: Schedule of Charges
Exhibit C: Insurance Requirements

EXHIBIT A: SCOPE OF SERVICES

1. Consultation and work services related to the Supplemental Benefits Fund
2. Review and processing of approved grant request invoices
3. Updating of all electronic & physical files
4. Updating of all financial records
5. Updating, as appropriate, of the SBF web page
6. Preparation of:
7. Correspondence
8. Meeting agendas
9. Staff Reports and related documents
10. Contracts
11. Contract Revisions
12. Site visits as required or assigned to grantee projects

EXHIBIT B: SCHEDULE OF CHARGES

City will pay Consultant Monthly payments as billed by Consultant. Payment will be made within 30 days after receipt of billing.

Monthly price for all items detailed in the proposal for services is \$800.00. If requested or required to attend meetings beyond the detailed scope listed an hourly rate of \$65.00 will be charged.

The Consultant shall provide proof of insurance in an amount of at least \$1,000,000.00. The Consultant shall ensure the City is named as an additional insured party

EXHIBIT C: INSURANCE REQUIREMENTS

BUSINESS LICENSE

Item 2.

CITY OF OROVILLE, CALIFORNIA

BUSINESS LICENSE NUMBER: 10002446

EFFECTIVE DATE:

01/01/2022

EXPIRATION DATE:

12/31/2022

MARCINIAK CONSULTING SERVICES

242 COTTAGE CREEK DRIVE

OROVILLE, CA 95966

BUSINESS LOCATION:

242 COTTAGE CREEK DR

OROVILLE, CA 95966

NAME OF BUSINESS:

MARCINIAK CONSULTING SERVICES

BUSINESS TYPE:

MOBILE SERVICES

OWNER:

BOB MARCINIAK

OWNERSHIP TYPE:

SOLE PROPRIETOR

RESALE ID

NO RETAIL

SPECIAL CONDITIONS:

NOT TRANSFERABLE

THIS LICENSE EXPIRES AS SPECIFIED ABOVE

**LICENSED BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND
SUBJECT TO THE PROVISIONS OF THE ORDINANCES OF THE CITY OF
OROVILLE AND THE LAWS OF THE STATE OF CALIFORNIA.**

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **03/19/2022** Item 2.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME:		
	PHONE (A/C, No, Ext):	844-472-0967	FAX (A/C, No): 203-654-3613
	E-MAIL ADDRESS:	customerservice@biBERK.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Liability & Fire Insurance Company		20052
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/POP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors & Omissions): Claims-Made			N9PL515983	03/18/2022	03/18/2023	Per Occurrence/Aggregate \$1,000,000/\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Robert T Marciniak 242 Cottage Creek Drive Oroville, CA 95966	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**CITY OF OROVILLE
RESOLUTION NO. 9259**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO CONTRACT NO.
3242-2 BETWEEN THE CITY OF OROVILLE AND MARCINIAK CONSULTING
SERVICES**

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

1. The Mayor is hereby authorized and directed to execute an amendment to contract No. 3242-2 between the City of Oroville and Marciniak Consulting Services. Copy hereby attached.
2. The City Clerk shall attest to the adoption of this Resolution.

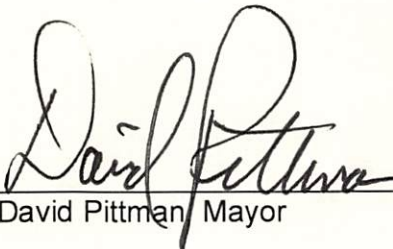
PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 2024; by the following vote:

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

NOES: None

ABSENT: Council Member Riggs

ABSTAIN: None



David Pittman, Mayor

APPROVED AS TO FORM:



Scott E. Huber, City Attorney

ATTEST:



Kayla Reaster, Assistant City Clerk

AMENDMENT TO AGREEMENT NO. 3242-2 BETWEEN THE CITY OF OROVILLE AND ROBERT T. MARCINIAK FOR CONSULTING SERVICES FOR THE SUPPLEMENTAL BENEFITS FUND.

This First Amendment dated May 15, 2024, is to Agreement No. 3242-2 between the City of Oroville ("City") as the Supplemental Benefits Fund Administrator and Robert T. Marciniak (Consultant)

In consideration of the terms and conditions herein, the City and Consultant agree that Agreement No. 3242-2 shall be amended as follows:

1. Section 13 of the Agreement shall be amended to read: The term of this Agreement will begin on May 15, 2024 and shall terminate on May 15, 2026.
2. The term or any other conditions may be amended only in writing by City and Grantee with the approval of the Supplemental Benefits Fund Steering Committee.
3. Section 14 of the Agreement shall be amended to include the new compensation schedule for the contract period (Exhibit B-1) :
4. Section 15 of the Agreement shall be amended to method of payment will be monthly, or upon completion of the agreed upon minimum monthly hours.
5. Conflicts between the Agreement and the First Amendment shall be controlled by this First Amendment. All other provisions within Agreement No. 3242-2 shall remain in full force and effect.

CITY OF OROVILLE

By: David Pittman
David Pittman, Mayor

Marciniak Consulting Services

By: Robert T. Marciniak
Robert T. Marciniak, Owner

By: David Pittman
David Pittman, SBF Chairperson

By: _____

APPROVED AS TO FORM:

By: for / Elizabeth Frutkin
Scott E. Huber, City Attorney

ATTEST:

By: Kayla Reaster
Kayla Reaster, Assistant City Clerk

AMENDMENT TO AGREEMENT NO. 3242-2 BETWEEN THE CITY OF OROVILLE AND ROBERT T. MARCINIAK FOR CONSULTING SERVICES FOR THE SUPPLEMENTAL BENEFITS FUND.

Item 2.

This Second Amendment dated December 2, 2025, is to Agreement No. 3242-2 between the City of Oroville ("City") as the Supplemental Benefits Fund Administrator and Robert T. Marciniak (Consultant)

In consideration of the terms and conditions herein, the City and Consultant agree that Agreement No. 3242-2 shall be amended as follows:

1. Section 13 of the Agreement shall be amended to read: The term of this Agreement will begin on December 2, 2025, and shall terminate on May 15, 2028.
2. The term or any other conditions may be amended only in writing by City and Grantee with the approval of the Supplemental Benefits Fund Steering Committee.
3. Section 14 of the Agreement shall be amended to include the new compensation schedule for the contract period (Exhibit B-1).
4. Conflicts between the Agreement and the First Amendment shall be controlled by this Second Amendment. All other provisions within Agreement No. 3242-2 shall remain in full force and effect.

CITY OF OROVILLE

Marciniak Consulting Services

By: _____
David Pittman, Mayor

By: _____
Robert T. Marciniak, Owner

By: _____
Kent Fowler, SBF Chairperson

By: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Kayla Reaster, Assistant City Clerk

Base monthly compensation:

- \$800.00 per month (minimum of ten hours per month)
- The new contract with DWR (2025) allows for interim funding of \$200,000 annually until the FERC approval for Oroville Project No. 2100 occurs. It is understood that additional time will be required to facilitate the SBF, potential NOFA's, workshops and follow-up on approved projects. Time beyond the base ten hours per month needs to be pre-authorized by the Fund Administrator and will be submitted at \$65.00 per hour with a monthly cap of ten (10) additional hours.
- Anything required above the additional 10 hours must be approved by either the SBF Chairperson.

**CITY OF OROVILLE
RESOLUTION NO. 9422**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO CONTRACT NO.
3242-2 BETWEEN THE CITY OF OROVILLE AND MARCINIAK CONSULTING
SERVICES**

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

1. The Mayor is hereby authorized and directed to execute a second amendment to contract No. 3242-2 between the City of Oroville and Marciniak Consulting Services. Copy hereby attached.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on December 2, 2025; by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, Assistant City Attorney

Kayla Reaster, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: JASON WINES, CHIEF OF POLICE

**RE: PURCHASE OF TWO DIGITAL QUALITY NETWORK APPLIANCE
PROVIDER (QNAP) STORAGE DEVICES THROUGH CDW-G**

DATE: DECEMBER 2, 2025

SUMMARY

The City Council shall consider approving the purchase of two Quality Network Appliance Provider (QNAP), 240 terabyte, network storage devices. Devices are used for evidence storage of forensic downloads. The devices are needed to increase available storage, which is nearly depleted. With the assistance of City Information Technology, staff has reviewed numerous options, including cloud storage, and determined the QNAP system is best suited for long-term needs.

DISCUSSION

Digital storage has become a critical factor in nearly all aspects of organizational operations. Law enforcement agencies, in particular, have felt the impact of rapidly increasing digital storage demands as handheld devices have grown in both storage capacity and prevalence.

In 2005, one of the most popular cell phones offered approximately 10 gigabytes of storage. By 2015, consumer devices commonly provided 256 gigabytes; more than 25 times the capacity. Current handheld devices now advertise storage capabilities of up to 1 terabyte, representing a 400% increase over the previous decade and a 10,000% increase since 2005.

Alongside expanded storage capacity, the size of individual files has also grown significantly. A typical high-quality 3-megapixel photo in 2005 required about 1 megabyte of storage. In contrast, a comparable photo captured with a 2025 cell phone camera can require up to 15 megabytes. The ability to store high-resolution videos, applications, and other data further drives the need for dramatically larger storage systems.

Digital evidence collected during investigations must be stored and retained according to legal and operational requirements. Storage systems must be secure and include reliable backup solutions to prevent data loss; effectively doubling the total storage needed.

Approximately 2.5 years ago, OPD implemented a 40-terabyte storage system, which is now rapidly nearing capacity. This system was not designed with an integrated backup solution, leaving the department vulnerable to data loss in the event of system failure.

To address these limitations, the proposed QNAP system provides 240 terabytes of primary storage, which, based on anticipated growth patterns, is expected to meet operational needs for the next five years. A second network-enabled 240-terabyte system is also proposed to serve as a dedicated backup, ensuring digital evidence remains protected in the event of hardware failure or file corruption.

FISCAL IMPACT

The cost for the two-system QNAP storage is \$25,000.86 and costs will be shared between the Police Department and Information Technology (IT): \$12,500.43 through the IT Tech fund and \$12,500.43 through Police Department cost center 1140 6420.

ACTION REQUESTED -

APPROVE THE PURCHASE OF THE TWO PROPOSED QNAP DIGITAL STORAGE SYSTEMS.

ATTACHMENTS

QNAP data storage worksheet

CDW-G quote for QNAP digital storage system



Thank you for choosing CDW. We have received your quote.

Item 3.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

TYSON PARDEE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PQWD985	10/29/2025	PQWD985	2489058	\$25,000.86

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
QNAP 12-Bay Network Attached Storage Enclosure Mfg. Part#: TS-H1277AXU-RP-R7-32G-US Contract: MARKET	2	7741551	\$4,229.60	\$8,459.20
QNAP RAIL-B02 rack rail kit Mfg. Part#: RAIL-B02 UNSPSC: 24102001 Contract: MARKET	2	3824264	\$98.54	\$197.08
QNAP Samsung 1TB 990 PRO PCIe 4.0 x4 M.2 Solid State Drive Mfg. Part#: 79700-T00101SS17-RS Contract: MARKET	4	8026486	\$144.39	\$577.56
QNAP NAS QuTS Hero OS - RAID 1 Mfg. Part#: QUTS-RAID1 Contract: MARKET	2	6784183	\$0.00	\$0.00
QNAP Seagate Exos 24TB SATA Enterprise Hard Drive Mfg. Part#: 7212324T-7050000-000-RS Contract: MARKET	24	7882048	\$568.76	\$13,650.24
QNAP QuTS Storage Appliance with RAID 6 Configuration Mfg. Part#: QUTS-RAID6 Contract: MARKET	2	7037647	\$0.00	\$0.00

			SUBTOTAL	\$22,884.08
--	--	--	----------	-------------

SHIPPING \$0.00
SALES TAX \$2,116.78
GRAND TOTAL **\$25,000.86**

Item 3.

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF OROVILLE ACCTS PAYABLE 1735 MONTGOMERY ST OROVILLE, CA 95965-4897 Phone: (530) 538-2495 Payment Terms: VISA	Shipping Address: CITY OF OROVILLE TYSON PARDEE 1735 MONTGOMERY ST OROVILLE, CA 95965-4897 Phone: (530) 538-2495 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Tommy Baxter | (312) 705-0246 | tommy.baxter@cdwg.com

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<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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TS-h1277AXU-RP-R7-32G

CPU	AMD Ryzen™ 7 7000 series 8-core/16-thread processor, burst up to 5.3 GHz AMD Radeon Graphics
CPU Architecture	64-bit x86
Graphic Processors	AMD Radeon™ Graphics
Floating Point Unit	Yes
Encryption Engine	Yes (AES-NI)
Hardware-accelerated Transcoding	Yes
System Memory	32 GB UDIMM DDR5 (1x 32 GB)
Maximum Memory	192 GB (4 x 48 GB)
Memory Slot	4 x UDIMM DDR5 Support optional ECC memory For dual-DIMM configurations, you must use a pair of identical DDR5 modules.
Flash Memory	5GB (Dual boot OS protection)
Drive Bay	12 x 3.5-inch SATA 6Gb/s, 3Gb/s
Drive Compatibility	3.5-inch SATA hard disk drives 2.5-inch SATA solid state drives
Hot-swappable	Yes (Not supported M.2 SSD)
M.2 Slot	2 x M.2 2280 PCIe Gen 5 x2 slots Compatible with NVMe SSD PCIe Gen 3 and above. Please refer to https://www.qnap.com/compatibility/ for compatibility.
SSD Cache Acceleration Support	Yes
GPU pass-through	Yes
2.5 Gigabit Ethernet Port (2.5G/1G/100M)	2 (2.5G/1G/100M/10M)

10 Gigabit Ethernet Port	2 x 10GBASE-T (10G/5G/2.5G/1G/100M)	Item 3.
25 Gigabit Ethernet Port	Optional via an adapter	
Wake on LAN (WOL)	Yes	
Jumbo Frame	Yes	
PCIe Slot	3 Slot 1: Gen 4 x 4 Slot 2: Gen 4 x 8 or Gen 4 x 4* Slot 3: Gen 4 x 4 *Slot 2 provides the width of PCIe Gen4 x8 when Slot 1 is not in use, and provides the width of PCIe Gen4 x4 when Slot 1 is in use. Card dimensions for PCIe slot 1 : 250 x 68.9 x 18.76 mm / 9.84 x 2.71 x 0.74 inches Card dimensions for PCIe slot 2 : 250 x 68.9 x 18.76 mm / 9.84 x 2.71 x 0.74 inches Card dimensions for PCIe slot 3 : 250 x 68.9 x 23.76 mm / 9.84 x 2.71 x 0.94 inches Wider cards can be installed if the next PCIe slot will not be used.	
USB 3.2 Gen 2 (10Gbps) Port	2 x Type-A USB 3.2 Gen 2 10Gbps	
Form Factor	2U Rackmount	
LED Indicators	Power Status, HDD 1-12, M.2 SSD 1-2, Status, LAN, storage expansion port status	
Buttons	Power, Reset	
Dimensions (HxWxD)	88.6 × 482 × 550 mm Excludes ear hook and the protruding part of the Power Supply Unit.	
Weight (Net)	13 kg	
Weight (Gross)	19 kg	
Operating Temperature	0 - 40 °C (32°F - 104°F)	
Storage Temperature	-20 - 70°C (-4°F - 158°F)	
Relative Humidity	5-95% RH non-condensing, wet bulb: 27°C (80.6°F)	
Power Supply Unit	550W(x2), 100-240V	
Power Consumption: Disk Standby Mode	82.247 W	
Power Consumption: Operating Mode, Typical	367.65 W Tested with drives fully populated.	
Fan	System fan: 3 x 60mm, 12VDC	
System Warning	Buzzer	
Standard Warranty	5	

Max. Number of
Concurrent Connections
(CIFS) - with Max.
Memory

5000

Item 3.

Note: Use only QNAP memory modules to maintain system performance and stability. For NAS devices with more than one memory slot, use QNAP modules with identical specifications and refer to the hardware user manual to install compatible QNAP memory modules.

Warning: Using unsupported modules may degrade performance, cause errors, or prevent the operating system from starting. QNAP reserves the right to replace partial parts or accessories if the original is no longer available from its manufacturer/supplier. Any replacement would be fully tested and verified to meet strict compatibility and stability guidelines and will deliver identical performance to the original.

The terms HDMI, HDMI High-Definition Multimedia Interface, HDMI trade dress and the HDMI Logos are trademarks or registered trademarks of HDMI Licensing Administrator, Inc.

Product images are for illustrative purposes only and may differ from the actual product. Due to differences in monitors, colors of products may also appear different to those shown on the site.

Designs and specifications are subject to change without notice.



**November 18, 2025
REGULAR MEETING
MINUTES**

CALL TO ORDER / ROLL CALL

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

*Note: Scott Thomson was not present at roll call but did arrive as Council was going into Closed Session. Shawn Webber left after Closed Session.

CLOSED SESSION

The Council held a Closed Session on the following:

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

OPEN SESSION

1. Announcement from Closed Session – No reportable action taken; direction given to staff.
2. Pledge of Allegiance – Led by Vice Mayor Smith
3. Changes/Corrections to the Agenda – Item 3, Ordinance corrected to read “open burning” as opposed to “opening burning” (as published).
4. Recusals - None
5. Adoption of Agenda

Motioned by: Council Member Goodson

Seconded by: Vice Mayor Smith

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Webber

ABSTAINED: None

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Rhonda Magnusson, Skipper Clark, The CameraMan, and Bill Speer.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Vice Mayor Smith: Notified the public that applications are now available online for the Annual Parade of Lights. It can be found on visitoroville.com. He noted the parade route has been changed this year to go down Robinson Street, as opposed to the typical High Street route.

Mayor Pittman: Attended a Biomass Conference on Wednesday, November 12, 2025 in Sacramento. He thanked those who attended the Veteran's Day parade the past weekend.

Tracy Johnstone: Announced there is a NOFO out from the Continuum of Care. However, there are legal changes coming that will limit funding for the homeless.

2. Administration Reports

Alyssa Stutz, Director of Public Works: Attached as report to the minutes.

Brian Ring, City Administrator: The City has been in communication with the Housing Authority of Butte County to discuss the Riverbend Apartments. Currently, the City is waiting to hear from developers on whether they will be mediating the drainage issue. The City and elected officials met with the State Lobbyists last week to discuss concerns and priorities. There were focused discussions on vernal pools, opportunities for medical attention for the unhoused community. The definition for gravely disabled will be updated according to statute to include individuals who struggle with substance abuse.

Amy Bergstrand, Director of Business Assistance and Housing: The application submission date for CDBG has been postponed to April of 2026.

Patrick Piatt, Director of Community Development: Provided the Council with a comprehensive update on his trip to Europe to view biomass facilities.

CONSENT CALENDAR

Consent calendar **items 1-5, and 7-12** were adopted in one action by the Council. Item 6 was removed and will be brought back at a later date due to an Exhibit needing to be submitted for full consideration.

Motioned by: Council Member Goodson

Seconded by: Council Member Johnstone

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Webber

ABSTAINED: None

1. MODIFICATIONS TO THE HOME INVESTMENT PARTNERSHIP (HOME) FIRST TIME HOMEBUYER (FTHB) LOAN PROGRAM GUIDELINES

The City Council approved the required modifications to the HOME FTHB Program Guidelines by adopting Resolution No. 9418 - A Resolution Of The Oroville City Council Authorizing Modifications To The Home Investment Partnership (Home) First Time Homebuyers (FTHB) Program Guidelines.

2. ACCEPT COMMUNITY DEVELOPMENT BLOCK GRANT STANDARD AGREEMENT 24-CDBG-10013 AND ESTABLISH BUDGET

The City Council accepted the 2024 Community Development Block Grant (CDBG) Standard Agreement 24-CDBG-10013, in the amount of \$3,600,000, and established a budget for each of the program activities. They also approved the budget adjustment indicated in the fiscal impact of the staff report dated November 18, 2025.

3. ADOPTION OF ORDINANCE NO. 1892 AMENDING CHAPTER 13.08 WASTE AND BURNING REGULATIONS

The City Council adopted the amendments to Chapter 13.08 of the Oroville Municipal Code to address outdated provisions and improve the ordinance's clarity and enforceability. The ordinance updates aim to better align with current practices, public safety priorities, and environmental regulations. The Council adopted Ordinance No. 1892.

4. AGREEMENT AMENDMENT WITH RAINFORST ART PROJECT FOR EXTENSION OF AGREEMENT FOR GREAT FEATHER RIVER MOSAIC MURAL PROJECT ON TABLE MOUNTAIN BOULEVARD

The City Council shall authorized an extension with The Great Feather River Mosaic Mural Project on Table Mountain Boulevard. It is a three-year project that is coming due for completion on December 31, 2025. The Rainforest Art Project team was granted an extension on the date of completion through March 1, 2026.

5. STORM WATER OPERATIONS AND MAINTENANCE AGREEMENT WITH SURF THRU CAR WASH AT 2298 FEATHER RIVER BLVD

The City Council approved the Operations and Maintenance (O&M) Plan and Certificate of Responsibility/Agreement for the Surf Thru Car Wash at 2298 Feather River Blvd.

6. AWARD OF ENGINEER AND TRAFFIC SURVEY REPORT CONTRACT TO WOOD RODGERS INC. OF ROSEVILLE, CA

This item was removed and will come back at the next regular City Council Meeting (December 2, 2025).

7. REQUEST FOR CONTINUED SERVICES WITH SUNRIDGE FOR RECORD MANAGEMENT SERVICES FOR POLICE DEPARTMENT

The City Council approved Agreement No. 3575 to continue service with Sun Ridge, Inc. for records management services for a term of one year for \$29,084.

8. FEE WAIVER REQUEST – OROVILLE DOWNTOWN BUSINESS ASSOCIATION (ODBA) CHRISTMAS TREE LIGHTING CEREMONY

The City Council approved a fee waiver for the Oroville Downtown Business Association (ODBA) associated with the annual Christmas Tree Lighting Ceremony in downtown Oroville. This event has historically served as a community-wide celebration, fostering civic pride, tourism, and seasonal economic activity in the downtown core. Staff recommend approval of the fee waiver given the public benefit and community tradition associated with the event.

9. ADMISSION FEE WAIVER- PIONEER CHRISTMAS 2025

The City Council shall approved free admission to the Pioneer History Museum for the Pioneer Christmas special event on Saturday, December 13, 2025.

10. FEE WAIVER- ANY GIVEN CHILD FIELDTRIPS

The City Council approved the waiving of fieldtrip fees for schools participating in educational programs offered at the Chinese Temple and Pioneer Museum as part of the City of Oroville's partnership with the Ensuring the Arts for Any Given Child initiative.

11. FEE REIMBURSEMENT REQUEST – VETERANS PARADE HOSTED BY THE EXCHANGE CLUB

The City Council approved a reimbursement request of City fees in the amount of \$113.42. These fees are associated with the annual Veteran's Parade held in downtown Oroville. This event is run by the Oroville Exchange Club. This community event honors local veterans and active-duty service members while promoting civic pride and unity.

12. APPROVAL OF NOVEMBER 4, 2025 CITY COUNCIL REGULAR MEETING MINUTES

The City Council approved the Regular Meeting minutes of 11.04.2025.

REGULAR BUSINESS

13. APPOINTMENTS AND REAPPOINTMENTS TO THE CITIZEN'S OVERSIGHT COMMITTEE (MEASURE U)

The City Council approved the appointment of 3 new individuals to the Citizen's Oversight Committee (Measure U). These 3 individuals came as a recommendation from the Executive Committee meeting held on October 28, 2025. The individuals are: Dacota Quinn, Richard Chamberlain, and Alicia Lapp with term end dates of November 18, 2027. Additionally, the City Council approved the reappointment Mark Grover, David Quintel, and Ken Malone with term end dates of November 18, 2029. This was done by the following vote:

Motioned by: Council Member Goodson

Seconded by: Council Member Johnstone

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Webber

ABSTAINED: None

14. AUTHORIZATION TO FACILITATE AIRPORT FBO ROOF REPAIRS

The City Council approved the repairs to the roof at the Oroville Municipal Airport FBO hangar and office area (one building). Staff was authorized to proceed with the PVC membrane roofing overlay by the following vote:

Motioned by: Council Member Johnstone

Seconded by: Council Member Reynolds

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Webber

ABSTAINED: None

15. MODIFICATION OF CONTRACT; DESIGN-BUILD ENTITY FOR CORPORATION YARD PROJECT, MULTI-BUILDING REMODEL AND SITE WORK DESIGN/BUILD PROJECT AT 655 CAL OAK

The City Council approved the modification of the contract with United Building Contractors, Inc (UBC) of Chico for Design/Build Construction Services on the new City of Oroville Corporation Yard in the amount of \$23,160.00 by the following vote:

Motioned by: Council Member Goodson

Seconded by: Vice Mayor Smith

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Webber

ABSTAINED: None

16. REQUEST TO ENTER INTO AGREEMENT WITH BLUE VOICE, LLC TO PROVIDE REAL TIME ASSISTANCE TO OROVILLE POLICE OFFICERS

The City Council approved Agreement No. 3576 with Blue Voice, LLC. Oroville Police Department wishes to utilize Blue Voice, LLC software to enhance officer access to legal resources, mapping tools, and investigative support services by the following vote:

Motioned by: Council Member Goodson

Seconded by: Council Member Johnstone

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Webber

ABSTAINED: None

17. EMPLOYMENT AGREEMENT WITH RONNIE BELSER FOR POSITION OF CODE ENFORCEMENT DIRECTOR

The City Council approved a new employment agreement with Ronnie Belser for the position of Code Enforcement Director by approving Agreement No. 3568, and adopting Resolution No. 9419 by the following vote:

Motioned by: Council Member Johnstone

Seconded by: Council Member Goodson

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Webber

ABSTAINED: None

18. EMPLOYMENT AGREEMENT WITH BRIAN RING FOR POSITION OF CITY ADMINISTRATOR

The City Council approved a new employment agreement with Brian Ring for the position of City Administrator. The Council approved Agreement No. 3569, and adopted Resolution No. 9420 by the following vote:

Motioned by: Council Member Johnstone

Seconded by: Council Member Goodson

AYES: Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: Council Member Webber

ABSTAINED: None

PUBLIC HEARINGS

19. 5:00PM - FIRST READING OF ORDINANCE NO. 1891 ADOPTING THE 2025 CALIFORNIA BUILDING STANDARDS CODE, HOUSING CODE, FIRE CODE AND RELATED CODES

Opened at: 5:36PM – Hearing left open to a future date.

The City Council introduced Ordinance No. 1891 regarding the 2025 California Building Standards Code. However, this item was not voted on and will be brought back at a future meeting for consideration.

20. 5:15 PM - PUBLIC HEARING FOR A RESOLUTION OF THE OROVILLE CITY COUNCIL ACKNOWLEDGING THE PROJECT COMPLETION OF LINCOLN STREET FAMILY APARTMENTS AND TO CLOSEOUT COMMUNITY DEVELOPMENT BLOCK GRANT, 21-DRMHP-21003-NTP1

The City Council opened a public hearing to solicit comments relating to the closeout of the CDBG-DR project related to Lincoln Street Family Apartments 21-DRMHP-21003-NTP1. No comments were received. This item will be re-noticed and brought back at a future meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

None received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items – Council Member Reynolds asked staff to look into the Acacia and Oro Dam Intersection. He expressed support for a roundabout to be placed in that location, as opposed to traffic lights.

Bill Speer spoke on designating the cross section(s) of High Street and Huntoon as a school zone due to his vocational training center being located there.

2. Correspondence

i. **City of Oroville Fire Statistic Monthly Report - October 2025**

ii. **Bi-Annual Report from the Southside Oroville Community Center**

ADJOURN THE MEETING

The meeting was adjourned at: 6:11PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

CITY OF OROVILLE



PUBLIC WORKS DEPARTMENT CITY COUNCIL UPDATE OCTOBER 2025

Prepared by: Alyssa, Cody, Jamie, Nancy, Tim, Wade, Vanessa

Date: 11/18/2025

This monthly newsletter highlights key activities in each Public Works division with visuals and brief updates.

Misc. Notes:

- Continuing to make updates to the City website
- Continuing to work through requests via new 311 system
- Leak and mold repairs slated for City Hall Finance and Housing offices

Airport Division

Operations:

- Received and tested 8,000 gallons of JET A for resale.
- Continued work with legal team on pending hangar evictions for lack of payments.
- Processed amendment from FAA for grant with funding discrepancy of 93.9% to 95% funding
- Caltrans matching grant document signatures and submission
- Worked with PG&E to determine meter information for 2000 Challenger Way/ billing issues
- AIP 024 closeout document prep and submission to FAA
- Prepared and submitted grant drawdown packages to FAA for AIP 029 and 030
- Mitigate contract concerns with Q&D Construction for upcoming crack seal project
- Pre-Construction meeting with contractors for crack seal and runway remark projects
- Coordinated with Cal Fire for drone pictures of areas to be repaired through FAA grants (pre-construction)
- Begin marking taxiway and ramp cracks for repairs



- 100 LL tank ground cable repairs from pilot misuse
- Drafted staff reports for FBO roof repair / overlay
- 1,453 gallons of AVGas sold (67 transactions)
- 1,486 gallons of Jet A sold (14 transactions)
- 204 gallons of Jet A sold from fuel truck (4 transactions)
- Coordinated work on new ASOS equipment with FAA, NOAA, and Harris FTI

Maintenance:

- Lubricated various hangar doors
- Daily lighting inspections
- Daily FOD inspections
 - Repaired 100LL ground cable which was damaged by pilots
 - Herbicide spraying cracks in asphalt / concrete (ongoing)



Projects:

- Continued upgrades to LED lighting as time allows including transformer replacement
 - Soliciting updated bids for roof repairs on FBO
 - Training updates

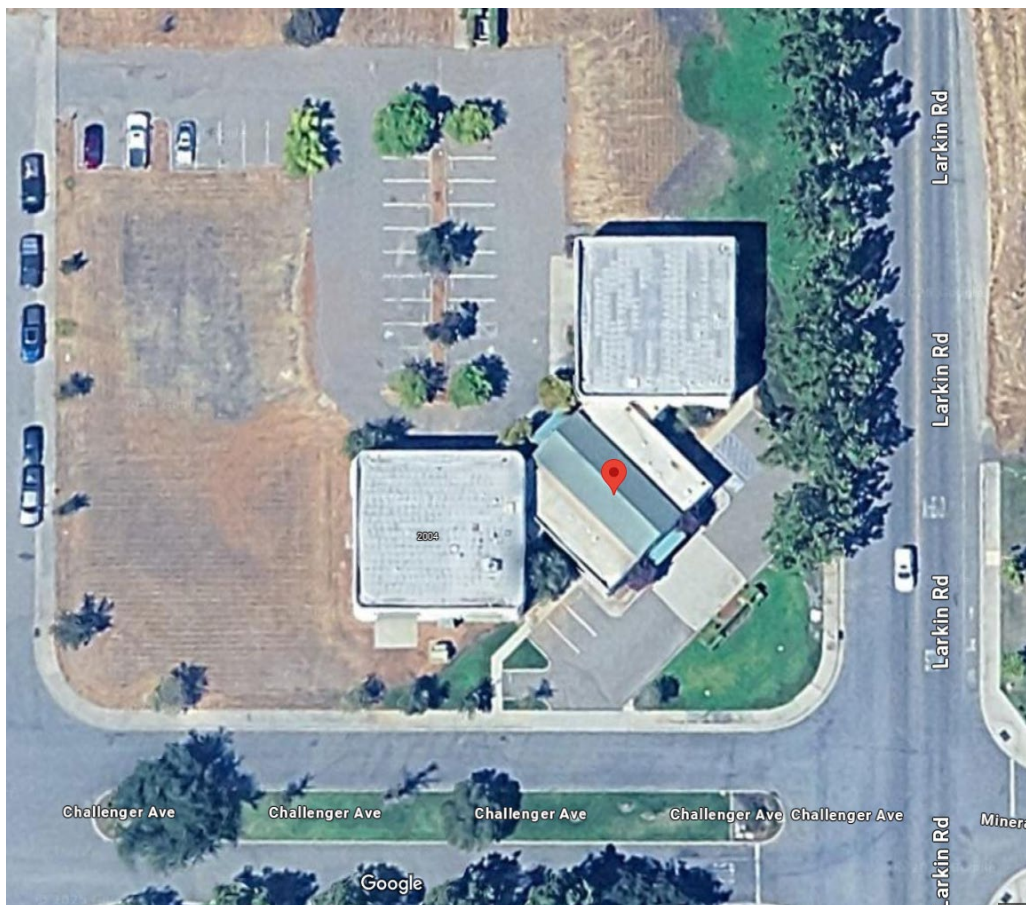
 Engineering Division**2000 Challenger Avenue Update**

No changes.

The original designer has submitted a proposal for the renovation design.

The proposal is currently in review for adequacy and scope.

Project was presented to Council on November 4th, and direction received to move forward with this project.



Hewitt Park Update

Contract Award Amount: \$4,530,077

Current Contract Amount: \$4,768,944

Current Change Orders Planned: \$10,000

Contingency Remaining (including Planned Change Orders): \$214,140

Trees have been planted on the hillside and in landscape areas. Pickleball courts have been surfaced and are ready for nets to be installed on Opening Day. Community Day held on November 4th was a success, with approximately 25 residents attending.

Work planned for November:

- Landscaping continues in the athletic field area
- Concrete work at Splash Pad will be completed
- Site concrete work continues into December
- Tree planting on hillside
- Water feature installation for splashpad





Corporation Yard Update

Contractor: United Building Contractors (UBC)

Architect: Studio W

Phase 1 award amount: \$30,000 + \$7,500 for survey work

Contract Award: April 15th, 2025

Discussion:

Contract Modification proposal for updated Conceptual Plan for Phase I submitted for Council review at November 18th meeting.

GMP will be generated by December 31st if the modification is approved.

Bedrock Park

Contract Award Date: April 15, 2025

Contractor: Melton Design Group, Inc.

Contract Amount: \$103,175

Surveying has been completed.

Project Phasing:

- ✓ Task 1 – Project Launch and Coordination
- ✓ Task 2 – Site Analysis, Topographic Survey, Base Development
- ✓ Task 3 – Master Plan, Program Development, Cost Analysis

PAUSE HERE FOR COMMISSION/COUNCIL REVIEW/APPROVAL

- Task 4 – Design Development to 50% (Phase 1 only) - Current phase in execution
- Task 5 – Construction Drawings, Specs, Submittals (Phase 1 Only)
- Task 6 – Bid and Construction Administration (Phase 1 Only)

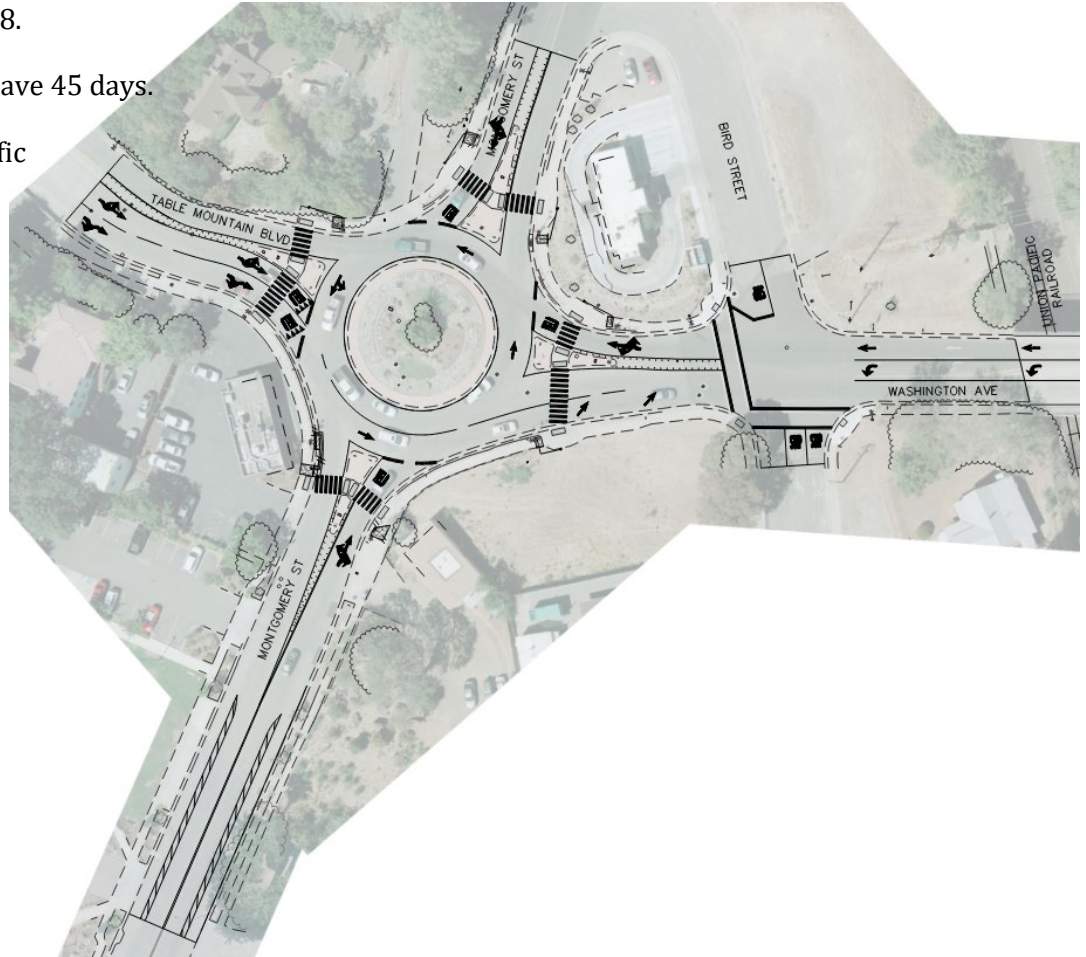
Montgomery Roundabout

Construction and Construction Management Projects approved at Council Meeting on 10/21.

NTP issued 11/18.

Contractor will have 45 days.

Working on Traffic Control Plan.



South Oroville Drainage Improvements

Project is moving forward with American Engineering. They are focusing their attention on Greenville and the culvert issue there and the right-of-way needed for drainage and street improvements on Elgin and Fort Wayne. Greenville Drainage Plans complete, working on Specification package.

Washington and Table Mountain Complete Streets Project

Project is underway with Mark Thomas. 30% Design is complete. Working through utility conflicts. Information regarding the project is now posted on the City's website at [City Projects | Oroville, CA](#) Public Workshops forthcoming.



Norton Street Repave Project

City is working with Rolls Anderson Rolls to design drainage improvements and road rehabilitation along Norton Street. Challenges are that the road is very narrow, the public needs both sides of the road for parking, currently not access compliant, utilities throughout the public right of way, and there are no sidewalks. Considering having the road be one-way to keep parking on both sides. Will be reaching out to property owners for feedback.

Traffic Light at Acacia and Orange

Looking at ways to optimize the traffic lights while we wait for funds to run a full roundabout feasibility study. Met with three companies that may be able to decrease wait times using newer technology. It would require the City pay for cameras at the site (\$5,000 to \$8,000).

SR162 Complete Streets

Discovered missing "Before" pedestrian/bicycle counts required for ATP reporting — potential compliance issue flagged.



Streets and Storm Drain Division

Operations:

- Equipment challenges – street sweepers
- Various trainings including CMMS (Computerized Maintenance Management System – MobileMMS), Leadership Trainings,
- Significant training with CAT trainer on new track loader

Maintenance:

- Major emphasis on storm drain ditch cleaning in dry creek branches with significant vegetation removal
- Replaced regulatory signs, installed no camping signs along levee
- Operated street sweeper 10 hours
- Flail mowed roadsides
- Sprayed herbicides in ditches and along roadsides
- Dug footing and installed retaining wall along dam at argonaut basin
- Painted numerous red curbs throughout town
- Assisted with installing of riprap along Boynton ditch
- Worked storm related activities
- Assist Code Enforcement with large private property clean up utilizing the loader, backhoe, and skid steer
- Flail mowed along Feather River bike path
- Pavement repairs using asphalt patch trailer on Zepher Wy, Ft Wayne, and Nelson





Parks & Trees Division

Operations

- Worked 100 crew hours with Street Dept on ditch work and storm related activities
- Various trainings including MMS, Leadership, Irrigation, and others.
- Working around vacation schedules.

Maintenance:

- Cleaned parks and green areas 4 days a week.
- Mowed parks and green areas on a routine basis.
- Cleaned and weeded Landscape, Lighting, and Assessment Districts.
- Trimmed 105 street trees.
- Watered street trees for 70 crew hours.
- Sprayed herbicides throughout parks, green areas, and the airport.
- Checked and made numerous irrigation repairs in parks and green areas.
- Worked weekends opening and closing museums and working numerous events in parks
- Stump grind numerous stumps around town and in parks
- Prune and chip brush along Feather River bike path





Museums

Operations

Museum Closures and Modified Hours

- **Seasonal Museum Closure:** All museums will be closed from **November 23, 2025 through February 27, 2026.**

Strategic Planning

All museums are currently engaged in a strategic planning process focused on strengthening visibility, improving accessibility, enhancing collections care and compliance, ensuring relevance, and expanding community partnerships.

Staffing

- The museums have been granted a **Seasonal Museum Assistant** position to aid museum operations in addition to the Curator. Applications are under review, with the selected candidate expected to begin mid-December.
- The museums have welcomed a **graphic design intern** from Butte College. The intern will help the museums with branding initiatives, as well as some exhibit design.

Docent Association

- The Docent Association's structure and bylaws are currently under review by City staff.
- City volunteer policies and the Docent Handbook are also being reviewed for potential updates.
- A new Executive Board is expected to be established by **December 2025.**

Collections Management and Care

- The Curator is pursuing consultation to ensure full compliance with NAGPRA and CalNAGPRA Summary Provisions across all museums.
- The Nature Center's eagle permit application with U.S. Fish and Wildlife is in progress.
 - **Update (Oct 2025):** The process is temporarily on hold due to the federal government shutdown.

- A **historic oil painting of Bidwell Mansion** by F. Holtzman (c. 1872) from the Pioneer Museum collection is undergoing conservation treatment, supported by donations.
 - **Update (October 2025):** Retrieval of painting scheduled for **November 18, 2025.**

Exhibits

Museums received a complimentary exhibit consultation and rental exhibition from **Exhibit Envoy**. Location, exhibit and scheduling are being reviewed.

Events and Programs

- **The Lott Home Tea Workshop: “Tea & Mysticism” on October 12th** was a success, selling out and receiving excellent feedback from participants.



Tea & Mysticism
*A Halloween Themed Tea Tasting
 Exploring The Victorian Era Fascination
 with Tea Leaf Reading*

Where: The Loft House, Oroville
 Date: Oct 12th
 Time: 1-3 PM
 Price: \$38

Purchase Tickets In Advance
www.LagomInfusions.com



- The museums hosted the annual **Halloween Museum Mile Trick-or-Treat** on October 31st from 3–7 p.m., offering free museum access. Approximately **700 visitors** attended across all participating sites. This was a tremendous turnout—more than ever before!



- Planning is underway for upcoming Winter 2025/Spring 2026 events:
 - **December 13:** Pioneer Christmas – *Pioneer Museum*
 - **December 14:** Tea Workshop “Holiday Blending” – *C.F. Lott Home*
 - **February 15:** Tea Workshop “Flowers and Tea”- *C.F. Lott Home*
 - **February 21:** Lunar New Year – *Chinese Temple*
 - **February 28/March 1:** Free Museum Weekend

Building Maintenance

- **Pioneer Museum:** Roof and HVAC bids in progress; installation tentatively scheduled for December.
- **Pioneer Museum** has been assessed by City staff for ADA compliance.
- **Antique Tool Museum:** Roof and HVAC repairs needed to prevent leaks.
- **Annual museum cleanings** have been scheduled throughout the closed season. Housekeeping protocols and plans have been drafted.

Special Projects

- **Chinese Temple Documentary** (with Chico State) remains in editing.
- **Chinese Temple Augmented Reality Exhibition** (with Chico State and the Chinese Historical Society, SF) is in progress.
 - **Update (Oct 2025):** Completion expected **December 2025**.
- The Curator, representing the City, is collaborating with the **Any Given Child Initiative** to deliver art-inspired programming for third and fourth graders at the Chinese Temple and Pioneer Museums.
 - **Update (Oct 2025):** Programming at Chinese Temple begins **December 2025**.
 - **Update: (Oct 2025):** Programming at Pioneer Museum begins **April 2026**.

Electrical Division

This month the electrical department facilitated the routine maintenance of all traffic signals and streetlights.

They diagnosed and replaced a relay at Riverview lift station. Installed power transfer switch gear inside the lift station to isolate PG&E power from secondary power.

They repaired the diesel regeneration plug at the mechanics shop for all diesel equipment that requires regeneration.

Installation of diesel float in fuel tank at the corporation yard fuel island.

Fleet Division

Operations:

In the month of October, the fleet department repaired/serviced 19 Police vehicles – 20 Street/Parks vehicles – 2 Code enforcement vehicles – 1 Electrical vehicle – 1 Airport vehicle – 1 IT vehicle – 6 Sewer vehicles for a total of 50

Attended training on Fuel management system

Attended several Fleet management demos

Sewer Division

The city sewer crew's conducted CCTV inspections on 5,127 ft, 0.9 mile of sewer main. Jet Rod/cleaned 32,113 ft, 6.08 miles of sewer main in the month of October.

During CCTV inspection of City sewer main, city sewer crew identified and repaired the bottom of manhole J9 (see attached photos)



The city sewer crew also cleaned the storm drain off of Highlands



The city sewer crew facilitated routine landscaping and maintenance at multiple lift stations.







CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: ERIC SMITH, VICE MAYOR

**RE: CONSIDERATION OF REAPPOINTMENT TO THE BUTTE COUNTY
MOSQUITO & VECTOR CONTROL DISTRICT BOARD OF
TRUSTEES**

DATE: DECEMBER 2, 2025

SUMMARY

The City Council shall consider reappointing Vice Mayor Eric J. Smith to the Butte County Mosquito & Vector Control District Board of Trustees to ensure compliance with statutory term requirements beginning January 2026.

DISCUSSION

The City of Oroville appoints one representative to serve on the Butte County Mosquito & Vector Control District Board of Trustees (the "District"). Trustees serve terms that are established by California Health & Safety Code §2024(a), which specifies that all trustee terms begin at noon on the first Monday in January.

Historically, the City Council conducts its annual committee and board appointments during the first meeting of the new calendar year. However, this practice does not align with the statutory schedule governing District trustee terms and has previously resulted in a brief lapse in Oroville's representation.

Vice Mayor Eric J. Smith currently serves as Oroville's trustee and discussed this timing conflict with Mayor Pittman. Both agreed that placing the trustee appointment on the December City Council agenda is the most appropriate and timely approach to ensure ongoing representation and legal compliance.

Placing this appointment on the December agenda resolves the timing discrepancy between the City's traditional appointment practices and the District's statutory requirements.

Addressing this item prior to January will:

- Ensure uninterrupted representation for the City of Oroville on the District Board;
- Maintain compliance with Health & Safety Code §2024(a);
- Prevent the appointment gap previously experienced when Vice Mayor Smith first joined the Board; and
- Allow the District to finalize its annual trustee roster before the January statutory deadline.

FISCAL IMPACT

None.

ACTION REQUESTED -

REAPPOINT VICE MAYOR ERIC J. SMITH TO THE BUTTE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT BOARD OF TRUSTEES TO SERVE THE TERM COMMENCING AT NOON ON THE FIRST MONDAY OF JANUARY 2026 THROUGH DECEMBER 2026, IN ACCORDANCE WITH HEALTH & SAFETY CODE §2024(A).

ATTACHMENTS

None.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS
FROM: BRIAN RING, CITY ADMINISTRATOR
RE: 2025 STATE AND FEDERAL LEGISLATIVE UPDATE
DATE: DECEMBER 2, 2025

SUMMARY

The City Council shall receive an update from the City's two legislative advocacy partners: Shaw, Yoder, Antwih, Schmelzer & Lange (State) and The Ferguson Group (Federal) regarding actions taken in 2025 and to hear about any new priorities for the City in 2026.

DISCUSSION

The City's State and Federal advocacy partners will provide an update on recent legislative activity and ongoing efforts at both levels of government. Over the past several months, the City has continued to coordinate with its advocacy teams to build relationships with our legislative partners, monitor legislation, advocate for legislative changes, and help identify funding options for critical needs.

FISCAL IMPACT

None.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIR.

RE: FIRST READING OF ORDINANCE 1840 ADOPTING THE 2025 CALIFORNIA BUILDING STANDARDS CODE TITLE 24, PARTS 1 THROUGH 12

DATE: DECEMBER 2, 2025

SUMMARY

The City Council shall introduce Ordinance 1840 to adopt the California Building Standards Code Title 24, Parts 1 through 12. The California Building Standards Code is published in its entirety every three years by order of the California Legislature, with supplements published in intervening years. The California legislature delegated authority to various agencies, boards, commissions and departments to create building regulations to implement the state's statutes. These building regulations, or standards, have the same force of law, and take effect 180 days after their publication unless otherwise stipulated. The California Building Standards Code applies to occupancies in the State of California as annotated.

DISCUSSION

The 2025 edition of the California Building Standards Codes ("The Code") were published on July 1, 2025. A public hearing was publicly noticed for the November 18, 2025, meeting and was opened and held for a first reading on a future date. They will go into effect un-amended on January 1, 2026 unless The City specifically adopts this most current edition by ordinance. This specific adoption allows the City to make more restrictive amendments to The Code as allowed (with findings), or to adopt specific appendices provided in The Code for clarification. The specific codes and the corresponding amendments (attached as Exhibit A) are published by reference in Chapter 15, division 1 of the City of Oroville Municipal Code.

FISCAL IMPACT

There is no fiscal impact to the city.

ACTION REQUESTED -

INTRODUCE BY TITLE ONLY AND WAIVE THE FIRST READING OF ORDINANCE 1840 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, KNOWN AS THE CALIFORNIA BUILDING STANDARDS CODE PARTS 1 THROUGH 12 AND THE UNIFORM HOUSING CODE 1997 EDITION, AND THE UNIFORM CODE FOR THE

ABATEMENT OF DANGEROUS BUILDINGS 1997 EDITION AND THE 2019 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND AMENDING CERTAIN PORTIONS OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24.

ATTACHMENTS

Ordinance No. 1840 adopting the California Building Standards Code Title 24, parts 1 through 12 with amendments.

EXHIBIT “A”**CITY OF OROVILLE
ORDINANCE NO. 1840**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, KNOWN AS THE CALIFORNIA BUILDING STANDARDS CODE PARTS 1 THROUGH 12 AND THE UNIFORM HOUSING CODE 1997 EDITION, AND THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS 1997 EDITION AND THE 2018 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

NOW, THEREFORE, the Oroville City Council DOES ORDAIN as follows:

WHEREAS, The purpose of this Chapter is to adopt by reference the 2025 edition of the California Code of Regulations Title 24, known as the California Building Standards Code. The purpose of this Chapter is also to provide minimum requirements and standards for the protection of the public safety, health, property, and welfare of the City of Oroville. This Chapter is adopted under the authority of Government Code Subsection 50022.2, Health and Safety Code Section 18941.5, and the California Constitution.

SECTION 1: Chapter 15 of the City of Oroville Municipal Code is hereby amended to read as follows;

- A. 15.04.030 Adoption of the Administrative Code
The 2025 California Administrative Code, California Code of Regulations Title 24 Part 1, including appendices is hereby adopted and incorporated by reference.
- B. 15.08.020 Adoption of the California Building Code
The 2025 California Building Code, California Code of Regulations Title 24 Part 2, Volumes 1 and 2 including appendix C, F, I, J, O, P and Q are hereby adopted and incorporated by reference.
- C. 15.12.020 Adoption of the California Residential Code
The 2025 California Residential Code, California Code of Regulations Title 24 Part 2.5, including appendix BF, BO, AH, BB, BJ, BM, CI, and CJ are hereby adopted and incorporated by reference.

- D. 15.16.010 Adoption of the Uniform Housing Code, 1997 Edition.
The Uniform Housing Code, 1997 Edition, as published by the International Conference of Building Officials is hereby adopted and incorporated by reference.
- E. 15.20.010 Adoption of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.
The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, as published by the International Conference of Building Officials is hereby adopted and incorporated by reference.
- F. 15.24.020 Adoption of the California Plumbing Code
The 2025 California Plumbing Code, California Code of Regulations Title 24 Part 5, is hereby adopted and incorporated by reference.
- G. 15.28.020 Adoption of the California Electrical Code
The 2025 California Electrical Code, California Code of Regulations Title 24 Part 3, including annexes A, B, C, D, F, G, and I is hereby adopted and incorporated by reference.
- H. 15.32.020 Adoption of the California Energy Code
The 2025 California Energy Code, California Code of Regulations Title 24 Part 6, including appendices is hereby adopted and incorporated by reference.
- I. 15.40.020 Adoption of the California Mechanical Code
The 2025 California Mechanical Code, California Code of Regulations Title 24 Part 4, is hereby adopted and incorporated by reference.
- J. 15.44.020 Adoption of the California Historical Building Code
The 2025 California Historical Building Code, California Code of Regulations Title 24 Part 8, including appendices is hereby adopted and incorporated by reference.
- K. 15.48.020 Adoption of the California Existing Building Code
The 2025 California Existing Building code, California Code of Regulations Title 24 Part 10, appendix A, B, and Resource A is hereby adopted and incorporated by reference.
- L. 15.52.020 Adoption of the California Referenced Standards Code
The 2025 California Referenced Standards Code, California Code of Regulations Title 24 Part 12, is hereby adopted and incorporated by reference.
- M. 15.56.020 Adoption of the California Green Building Standards Code
The 2025 California Green Building Standards Code, California Code of Regulations Title 24 Part 11, is hereby adopted and incorporated by reference.

- N. 15.60.020 **Adoption of the California Fire Code**
The 2025 California Fire Code, California Code of Regulations Title 24 Part 9, with amendments is hereby adopted and incorporated by reference.

§ 15.60.030 **Amendments to the California Fire Code.**

A. Amend Section 105.3.3 as follows:

Section 105.3.3. **Occupancy Prohibited Before Approval.** The building or structure shall not be occupied prior to the fire code official issuing a permit and conduction associated inspections indicating the applicable provisions of this code have been met. No final inspection by the building official as to all or any portion of a development shall be deemed complete, and no certificate of occupancy or temporary certificate of occupancy shall be issued unless and until the installation of the prescribed fire protection facilities and access ways have been completed and approved by the Fire Chief, or the Chief's designee.

B. Section is added to read as follows.

Section 107.1 Fees. A permit shall not be issued until the fees have been paid, nor shall an amendment to a permit be released until the additional fees, if any, has been paid. Fees and Special Requirements. The fees for the permits and other services shall be as established by resolution of the Oroville City Council. The fee shall be set to cover the cost of the Fire Department to review and inspect the intended activities, operations or functions. The fees must be paid to the City of Oroville prior to engaging in the listed activities, operations or functions.

C. Section 302 is amended by adding the following definition:

Fireworks. Any composition or device for the purpose of producing a visible or audible effect for entertainment purposes by combustion, deflagration, detonation or any fireworks including "safe and sane" as defined by Section 12529 of the State of **California Health and Safety Code**.

D. Section 315.1 is amended by adding the following exception to read as follows:

Section 315.1 General. Storage shall be in accordance with Sections 315.2 through 315.6. Outdoor pallet storage shall be in accordance with Sections 315.2 and 315.7.

Exception: Wood and wood composite pallet stored outdoors at pallet manufacturing and recycling facilities and complying with Section 2810.

Storage, use, and handling of miscellaneous combustible materials shall be in accordance with this section. A permit shall be obtained in accordance with Section 105.6.

Exception: Storage of combustible materials other than motorized vehicles or vessels shall not be permitted in a public parking garage or in a garage or carport serving a Group R, I Occupancy, unless the method of storage is approved by the Fire Code Official.

E. Sections ~~319.1~~ 324.1 through ~~319.324.77~~ are added to read as follows:

Section ~~319.1~~324.1 General. The manufacture of all fireworks, as defined in Section 202, is prohibited.

Section ~~319.2~~ 324.2 Safe & Sane Fireworks, Permit to Sell. It shall be unlawful for any person to sell safe & sane fireworks within the City without having first applied for and received a permit to sell safe and sane fireworks issued by the City Fire Department.

Section ~~319.2.2~~ 324.2.1 Prerequisites to issuance of Permit. No permit to sell safe & sane fireworks shall be issued to any applicant unless:

1. He/She has first obtained a permit from the state fire marshal, and
2. He/She has first obtained a business license from the City.

Section ~~319.2~~ 324.2.2 Permit and Clean-Up Fee. The permit fee for the sale of safe & sane fireworks within the City shall be established by resolution of the City Council, payable to the City at the Office of the City Clerk. In addition to the permit fee, each location shall pay a clean-up fee established by resolution of the City Council, which shall be used to defray the cost of cleaning up and disposing of expended safe & sane fireworks in the City.

Section ~~319.2~~ 324.2.3 Application for Permit. Application for a permit to sell safe & sane fireworks shall be made in writing to the Fire Department on or prior to the second Tuesday in March of each year, setting forth the proposed location, and accompanied by a statement that if a permit is issued to the applicant, the applicant shall at the time of receipt of such permit deliver to the City Clerk a Certificate of Insurance showing the existence of a \$1 million public liability insurance policy naming the City as an additional insured.

Section ~~319.2.3~~ 324.2.3.1 Qualifications. No permit to sell safe & sane fireworks shall be issued except as follows:

1. To a holder of a regular business license whose principal place of business is located within the City.
2. To a nonprofit association or corporation primarily for veteran, patriotic, welfare, civic betterment, charitable youth purposes, and each such organization must have its principal and permanent meeting place within the City and must have been organized and established in the City for a minimum of one year continuously preceding the filing of the application for permit and must have a bona fide membership of at least 20 members.
3. Applicants returning from the previous year may have first priority in the application process.

Section ~~319.2.3.2~~ 324.2.3.2 Notification. Applicants for any such permit shall be notified by the Fire Chief, or the Fire Chief's designee, as to the granting or rejection of application for permit on or prior to the first Monday in May of each calendar year.

Section ~~319.3~~ 324.3 Operators of Safe & Sane Fireworks Stands. Operators of safe & sane fireworks stands shall be subject to the following provisions:

1. No person other than the permittee organization shall operate the stand for which the permit is issued, or share or otherwise participate in the profits of the operation of such stand.
2. No person other than the individuals, who are members of the permittee organization, or the wives or husbands or adult children of such members, shall sell or otherwise participate in the sale of safe & sane fireworks at such stand.

Section ~~319.4~~ 324.4 Temporary Safe & Sane Fireworks Stands. Temporary safe & sane fireworks stands shall be subject to the following provisions:

1. No safe & sane fireworks stand shall be located within 75 feet of any existing building or within 100 feet of any gas station.
2. Safe & sane fireworks stands need not comply with the provisions of the building code of the City, provided, however, that all stands be erected under the supervision of the building inspector who shall require that stands be constructed in a manner which will reasonably insure the safety of attendants and patrons.
3. No stand shall have a floor area in excess of 200 square feet.
4. Each stand in excess of 20 feet in length must have at least two exits, and each stand in excess of 40 feet in length must have at least three exits spaced approximately equidistant apart, provided, however, that in no case shall the distance between exits exceed 24 feet.

Section ~~319.5~~ 324.5 General Requirements for Permittees. Permittees shall meet the following general requirements:

1. Each stand shall be provided with two water-type fire extinguishers, each having a two and one-half gallon capacity, being in good working order and easily accessible for use in case of fire.
2. All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least 20 feet surrounding the stand.
3. "No Smoking" signs shall be prominently displayed on the safe & sane fireworks stand or wherever safe & sane fireworks are for sale.
4. Each stand must have an adult in attendance and in charge thereof when the stand is being used for the sale or dispensing of safe & sane fireworks.

5. The storage location of the safe and sane fireworks must be disclosed to city staff and the Oroville Fire Department during the permit process by submitting a written notification via letter to the Fire Department or by email.
6. The sale of safe & sane fireworks shall not begin before 12:00 noon on the 28th day of June and shall not continue after 12:00 midnight on the 4th day of July.
7. The use of safe & sane fireworks shall be limited to the day:
 - a. June 28 to Noon on July 5;
 - b. Veterans day; and
 - c. New Years Eve and New Years day.

Any use of safe & sane fireworks outside of these holidays would require a special use permit.

8. The use of safe & sane fireworks shall be temporarily prohibited if any of the following conditions exist:
 - a. Red Flag Warning:
 - i. A Red Flag Warning or a Fire Danger Warnings, as issued by the National Weather Service (NWS) indicating conditions that support extreme fire danger, including excessively hot temperatures, low humidity, high winds, or other factors that significantly increase the risk of fire in the region. This includes but is not limited to the following:
 - Air temperature exceeding certain thresholds (as defined by local or state guidelines).
 - Wind speeds of 20 mph or greater, with gusts exceeding 30 mph.
 - Relative humidity levels 15% or lower.
 - ii. Other similar conditions that could create a substantial fire hazard.
 - b. Public safety resources strained by emergencies:
 - i. The prohibition will also be enacted when public safety resources, including fire, police, and emergency medical personnel, are significantly strained due to ongoing or emerging emergencies. This includes, but is not limited to:
 - A declared local, regional, or State emergency that draws resources away from routine public safety duties.
 - Fires, natural disasters, or other large-scale emergencies within the City of Oroville, Butte County, surrounding counties, or in the state of California, which impact the availability of emergency response crews and resources.
 - A situation where personnel and equipment are at risk of being depleted due to high demand in the face of simultaneous emergencies, such as multiple fires or other large-scale crises.
 - ii. When the conditions outlined are believed to exist, the City Administrator, Fire and Police Chiefs shall meet to affirm. If conditions are affirmed, notice will go out

to the community and all vendors. The temporary prohibition shall remain in effect until conditions improve, and public safety risks are reduced to an acceptable level.

9. Penalties associated with violations of this and the **Health and Safety Code**, are outlined in Section 12700 of said code.
10. In addition to any criminal proceedings, each person who is found to be in possession of, use, store or intent to sell illegal fireworks, shall be subject to civil penalties including administrative fines. Said fines issued shall be due and payable in accordance to Chapter 2.28 of the Oroville Municipal Code. Payment of the fines shall not excuse the cite from the duty to immediately correct the violation of the code.

Administrative fines

- a. First offense: \$1,000 per device.
- b. Second offense: \$2,000 per device.
- c. Third offense: \$4,000 per device.

**** Additional offenses shall result in a fine double of the fine of which they have previously been assessed.**

11. All unsold stock and accompanying litter shall be removed from the City by 12:00 noon on the 10th of July. Proof of removal must be furnished to the City's Fire Department.
12. The safe & sane fireworks stand shall be removed from the temporary location by 12:00 noon on the 10th day of July, and all accompanying litter shall be cleared from such location by such time and date.

Section ~~319.6~~ 324.6 Number of Permits. The maximum number of permits issued pursuant to this chapter during any one calendar year shall not exceed one license for each 1,500 residents of the City, unless otherwise prescribed by resolution of the Council. In determining the City population for the purposes of this section, the most recent census calculations shall be used.

Section ~~319.7~~ 324.7 Seizure. The Fire Chief, the Fire Chiefs designee or any law enforcement officer shall seize, remove, or cause to be removed at the expense of the owner all stocks of illegal fireworks offered or exposed for sale, stored, discharged or held in violation of this Code.

F. Section 503.2.1 is deleted and replaced to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6,096 mm), exclusive of shoulders, except for approval security gates I accordance with Section 503.6, and in unobstructed vertical clearance of not less than 13 feet 6 inches (4,115 mm).

Section 503.2.I Dimensions. Fire apparatus access drives shall have an unobstructed width of not less than the following dimensions (including two-foot (2') shoulders):

Residential Width

One-way access drive:	
1—2 Units	16 feet (12 feet paved)
Two-way access drives:	
3—10 Units	20 feet (16 feet paved)
11—60 Units	25 feet (21 feet paved)
Over 60 Units	30 feet (26 feet paved)
Nonresidential Width	
One-way access drive:	16 feet (fully paved)
Two-way access drive:	25 feet (fully paved)

The minimum unobstructed vertical clearance shall be 14 feet at all points across the required width of the access drive. Vertical clearance may be increased as determined necessary by the Fire Chief or the Chief's designee.

G. Section 503.2.7 is deleted and replaced to read as follows:

Section 503.2.7 Grade. The gradient for a fire apparatus access road shall not exceed a grade of 16%, except that one run of the one hundred (100) feet or less in length may be at 18% grade upon approval of the Fire Chief.

H. Section 503.3 is amended by adding Section 503.3. I to read as follows:

503.3 Marking. Where required by the fire code official approved signs or other approval notices or markings that include the word "NO PARKING — FIRE LANE" shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

Section 503.3.1 Fire Lane Designation. Designation of fire lanes shall be by one of the following means:

1. By a white sign measuring at least 12 inches by 18 inches (12" x 18") posted immediately adjacent thereto and clearly visible. It should clearly state, in red letters not less than one inch (1") in height, that the space is a fire lane and parking is prohibited.
2. By outlining and hash marking the area in contrasting colors clearly marking it with the words "Fire Lane - No Parking."
3. By identifying the space with a red curb upon which the words "Fire Lane - No Parking" are stenciled every 15 feet.
 - a. Both sides of fire lanes shall be red curbed when the fire lane is twenty (20) to twenty-eight (28) feet in width.

b. At least one side of a fire lane shall be red curbed and stenciled when the fire lane is over twenty-eight (28) and up to thirty-six (36) feet in width.

c. Curbs need not be painted red nor stenciled when the fire lane is more than thirty-six (36) feet in width.

I. Section 505.1 is deleted and replaced to read as follows:

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be in Arabic numbers or alphabetical letters. Numbers shall not be spelt out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilities emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument pole or other sign or means shall be used to identify the structure. Address identification shall be maintained Section 505.1 Address Numbers. New and existing buildings shall have approved address numbers, building numbers, or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals construction. Numbers shall be as follows:

1. Minimum of one-half-inch (1/2") stroke by two and one-half inches (2-1/2") high.
2. When the structure is thirty-six (36) to fifty (50) feet from the street or fire department access, a minimum of one-half inch (1/2") stroke by six inches (6") high is required.
3. When the structure is more than fifty (50) feet from the street or fire apparatus access, a minimum of one-half inch (1/2") stroke by nine inches (9") high is required.
4. Where multiple addresses are required at a single driveway, they shall be mounted on a single post, and additional signs shall be located at locations where driveways divide.
5. Where a roadway provides access to solely a single commercial or industrial business, the address sign shall be placed at the nearest road intersection providing access to that site.

J. Sections 505.1.1 and 505.1.2 are added to read as follows:

Section 505.1.1 Multi-Tenant Buildings. Numbers or letters shall be designated on all occupancies within a building. Size shall be one-quarter-inch (1/4") stroke by two inches (2") high and on a contrasting background. Directional address numbers or letters shall be provided. Said addresses or numbers shall be posted at a height no greater than 5 feet, 6

inches (5' 6") above the finished floor and shall be either internally or externally illuminated in all new construction.

Section 505.1.2 Rear Addressing. Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the fire apparatus road at the back of a property or where rear parking lots or alleys provide an acceptable vehicular access. Number stroke and size shall comply with Section 505.1.

K. Section 506.1 is deleted and replaced to read as follows:

Section 506.1 Where Required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or firefighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain contents as established in Section 506.1.1.1.

L. Sections 506.1.1.1 and 506.1.1.2 are added to read as follows:

Section 506.1.1.1 Key Box Contents Requirements. The key provided shall be a master key to all spaces including multi-tenant spaces. Additional keys shall be included for elevator control, fire alarm control panels, and fire sprinkler control valve access. In addition, when required by the Chief, a current copy of the Hazardous Materials Inventory Statement (HMIS) shall be kept within the key box. Exception: Multi-tenant spaces which provide a key box for each tenant and installed per Section 506.1. Electronic card keys and codes may not be utilized as a substitute for manual keys.

Exception: When electronic locks release upon loss of electrical power, a manual key need not be provided.

Section 506.1.1.2 Installation Location. When key boxes are required by the Fire Chief, such boxes shall be mounted at 72 inches above finished floor within five feet of the latching side of the main entrance to a structure or facility. In addition, a decal shall be provided and installed adjacent to the key lock/latching device.

M. Section ~~506.2.1407.5~~ is added to read as follows:

Section ~~506.2.1407.5~~ Hazardous Materials Inventory Statements (HMIS). The operator of the building shall update and maintain HMIS as required by the Fire Code Official.

N. Section 509.1.1 is added to read as follows:

Section 509.1.1 Utility Identification. Where required by the fire code official, gas shutoff valves, electric meters, service switches and other utility equipment shall be clearly and legibly marked to identify the unit or space that it serves. Identification shall be made in an approved manner, readily visible and shall be maintained.

O. Section ~~903.3.1912.7~~ is added to read as follows:

Section ~~903.3.1~~912.7 Inspectors Test Valves. Inspector test valves shall be provided for each system and located the furthest point away from the sprinkler riser.

P. Section 5003.6.1 is added to read as follows:

Section 5003.6.1 Requirements. Two NFPA 704 diamonds shall be placed on buildings so that they are clearly visible from at least two directions of travel.

1. The signs shall be at least fifteen inches by fifteen inches (15" x 15"). The signs shall not be placed on windows.
2. When NFPA 704 diamonds are required for the interior doors, the signs shall be applied to the doors at a level no higher than the doorknob. The signs for the interior doors shall be at least six inches by six inches (6" x 6").
3. The Fire Code Official may require fewer or more NFPA diamonds if the building configuration or size make it reasonably necessary.

Q. Section ~~A101.1.1~~A111.1 is amended by adding the following:

Section ~~A101.1.1~~A111.1.1 Application. The application for appeal shall be filed on a form obtained from the City building official within 20 days after the notice was served. A filing fee, as established by resolution of the City Council, shall be submitted at the time filing. (Ord. 1879, 5/7/2024; Ord. 1885, 3/12/2025; Ord. 1887, 3/18/2025; Ord. 1888, 3/18/2025)

§ 15.60.040 **Express findings.**

As required by Health and Safety Code Sections **17958.7**, **18941.5(c)** and **18942**, the city council hereby expressly finds that amendments to the codes adopted by this chapter and as described in this section are necessary for the protection of the public health, safety and welfare, due to the local climatic, geological or topographical conditions.

A. Express Finding Number 1—Climatic. Climate is one of the greatest impacts to fire behavior and other major emergency events because it cannot be controlled. The drying out of wood shakes and wild land fuels in the summer months allows for easy ignition. The combustible weeds on vacant urban lots coupled with windy conditions are a recipe for disaster. The Greater Oroville region has extreme variations in weather patterns. Summers are arid and warm; winters are cool to freezing but void of significant snowfall. Fall and spring can bring any combination of weather pattern together. The doubling of average rainfall called an "El Nino" event has occurred from time to time and does cause the grass to mature and grow in excess of 6 feet high before it dries out. Ten square feet of this type of fuel is equivalent to the explosive force of one gallon of gasoline. Average yearly rainfall for the city is approximately 27 inches. This rainfall normally occurs from October to April. Low level fog (tulle-fog) is present throughout the winter months, which brings visibility to almost zero feet. The fog delays emergency responders. The fog can also cause freezing

and slick roadways. During the summer months there is generally no measurable precipitation. Temperatures for this dry period range from 70 to 112 degrees F and are frequently accompanied by light to gusty Delta winds. The relative humidity during the summer months range from 2 to 30 mm Hg, which is classified as arid.

B. Express Finding Number 2—Geological. The city of Oroville is subject to ground tremors from seismic events as the city is located in Design Category C, which relates to a high risk of earthquakes. Gas appliances located in attics or garages must be adequately braced and protected from damage from moving objects. Large portions of the city have poor soil conditions. Additionally, the very low elevations are subject to a very high-water table.

C. Express Finding Number 3—Topographical. The city features include open space, drainage canals, components of the Oroville Dam and its water handling systems, highways, and railroad tracks. Traffic has to be channeled around several of these topographical features and limitations which create traffic congestion and delays in emergency response. These features are located between the Fire Station located within the city and our Automatic Aid partners CalFire and El Medio. Heavy traffic congestion on the city streets already acts as a barrier to timely response for fire and emergency vehicles. In the event of an accident or other emergency at one of the key points of intersection between a road and freeway, sections of the city could be isolated or response times could be sufficiently slowed so as to increase the risk of injury or damage.

(Ord. 1879, 5/7/2024; Ord. 1887, 3/18/2025)

- O. 15.22.020 Adoption of the International Property Maintenance Code
The 2018 International Property Maintenance Code, as published by the International Code Conference is hereby adopted and incorporated by reference.
- P. Adoption of the California Wildland-Urban Interface Code
The 2025 California Wildland-Urban Interface Code, Code of Regulations Title 24 Part 7, is hereby adopted and incorporated by reference.

SECTION 2: Repeal Ordinance 1840

SECTION 3: Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held by a court of competent jurisdiction to be invalid or unconstitutional, that portion shall be deemed a separate, distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 4: Effective Date. This ordinance, following its adoption, shall be published as provided by law and by its terms herein, shall be effective 30 days after its adoption, but no sooner than January 1, 2026 and shall remain in full force and effect unless otherwise changed by appropriate amending ordinance.

SECTION 5: The City Clerk shall attest to the adoption of this ordinance and cause same to be published in the manner required by the City Charter.

Introduced and the first reading waived at a regular meeting of the Oroville City Council on the 2nd Day of December, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, Asst. City Attorney

Kayla Reaster, Asst. City Clerk

Chapter 15.60 FIRECODE

§ 15.60.010 **Title and Purpose.**

A. This chapter shall be known and cited as the "City of Oroville Fire Code" (hereinafter referred to as "code").

B. The purpose of this code is to establish the minimum requirements consistent with nationally recognized good practices to safeguard the public health, safety and general welfare from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to provide safety and assistance to fire fighters and emergency responders during emergency operations.

(Ord. 1800 § 2, 2013; Ord. 1872 § 1, 2023)

§ 15.60.020 **Adoption of California Fire Code.**

The California Fire Code, California Code of Regulations Title **24** Part 9, is hereby adopted and incorporated by reference. (Ord. 1800 § 2, 2013; Ord. 1871 § 1, 2023)

§ 15.60.030 **Amendments to the California Fire Code.**

A. Amend Section 105.3.3 as follows:

Section 105.3.3. **Occupancy Prohibited Before Approval.** The building or structure shall not be occupied prior to the fire code official issuing a permit and conduction associated inspections indicating the applicable provisions

of this code have been met. No final inspection by the building official as to all or any portion of a development shall be deemed complete, and no certificate of occupancy or temporary certificate of occupancy shall be issued unless and until the installation of the prescribed fire protection facilities and access ways have been completed and approved by the Fire Chief, or the Chief's designee.

B. Section is added to read as follows.

Section **108.1** Fees. A permit shall not be issued until the fees have been paid, nor shall an amendment to a permit be released until the additional fees, if any, has been paid. Fees and Special Requirements. The fees for the permits and other services shall be as established by resolution of the Oroville City Council. The fee shall be set to cover the cost of the Fire Department to review and inspect the intended activities, operations or functions. The fees must be paid to the City of Oroville prior to engaging in the listed activities, operations or functions.

C. Section **202** is amended by adding the following definition:

Fireworks. Any composition or device for the purpose of producing a visible or audible effect for entertainment purposes by combustion, deflagration, detonation or any fireworks including "safe and sane" as defined by Section 12529 of the State of **California Health and Safety Code**.

D. Section 315.1 is amended by adding the following exception to read as follows:

Section 315.1 General. Storage shall be in accordance with Sections 315.2 through 315.6. Outdoor pallet storage shall be in accordance with Sections 315.2 and 315.7.

Exception: Wood and wood composite pallet stored outdoors at pallet manufacturing and recycling facilities and complying with Section 2810.

Storage, use, and handling of miscellaneous combustible materials shall be in accordance with this section. A permit shall be obtained in accordance with Section 105.6.

Exception: Storage of combustible materials other than motorized vehicles or vessels shall not be permitted in a public parking garage or in a garage or carport serving a Group R, I Occupancy, unless the method of storage is approved by the Fire Code Official.

E. Sections **324.1 through 324.7** are added to read as follows:

Section **324.1** General. The manufacture of all fireworks, as defined in Section **202**, is prohibited.

Section **324.2** Safe & Sane Fireworks, Permit to Sell. It shall be unlawful for any person to sell safe & sane fireworks within the City without having first applied for and received

a permit to sell safe and sane fireworks issued by the City Fire Department.

Section **324.2.1** Prerequisites to issuance of Permit. No permit to sell safe & sane fireworks shall be issued to any applicant unless:

1. He/She has first obtained a permit from the state fire marshal, and
2. He/She has first obtained a business license from the City.

Section **324.2.2** Permit and Clean-Up Fee. The permit fee for the sale of safe & sane fireworks within the City shall be established by resolution of the City Council, payable to the City at the Office of the City Clerk. In addition to the permit fee, each location shall pay a clean-up fee established by resolution of the City Council, which shall be used to defray the cost of cleaning up and disposing of expended safe & sane fireworks in the City.

Section **324.2.3** Application for Permit. Application for a permit to sell safe & sane fireworks shall be made in writing to the Fire Department on or prior to the second Tuesday in March of each year, setting forth the proposed location, and accompanied by a statement that if a permit is issued to the applicant, the applicant shall at the time of receipt of such permit deliver to the City Clerk a Certificate of Insurance showing the existence of a \$1 million public liability insurance policy naming the City as an additional insured.

Section **324.2.3.1** Qualifications. No permit to sell safe & sane fireworks shall be issued except as follows:

1. To a holder of a regular business license whose principal place of business is located within the City.
2. To a nonprofit association or corporation primarily for veteran, patriotic, welfare, civic betterment, charitable youth purposes, and each such organization must have its principal and permanent meeting place within the City and must have been organized and established in the City for a minimum of one year continuously preceding the filing of the application for permit and must have a bona fide membership of at least 20 members.
3. Applicants returning from the previous year may have first priority in the application process.

Section **324.2.3.2** Notification. Applicants for any such permit shall be notified by the Fire Chief, or the Fire Chief's designee, as to the granting or rejection of application for permit on or prior to the first Monday in May of each calendar year.

Section **324.3** Operators of Safe & Sane Fireworks Stands. Operators of safe & sane fireworks stands shall be subject to the following provisions:

1. No person other than the permittee organization shall operate the stand for which the permit is issued, or share or otherwise participate in the profits of the operation of such stand.
2. No person other than the individuals, who are members of the permittee organization, or the wives or husbands or adult children of such members, shall sell or otherwise participate in the sale of safe & sane fireworks at such stand.

Section **324.4** Temporary Safe & Sane Fireworks Stands. Temporary safe & sane fireworks stands shall be subject to the following provisions:

1. No safe & sane fireworks stand shall be located within 75 feet of any existing building or within 100 feet of any gas station.
2. Safe & sane fireworks stands need not comply with the provisions of the building code of the City, provided, however, that all stands be erected under the supervision of the building inspector who shall require that stands be constructed in a manner which will reasonably insure the safety of attendants and patrons.

3. No stand shall have a floor area in excess of 200 square feet.
4. Each stand in excess of 20 feet in length must have at least two exits, and each stand in excess of 40 feet in length must have at least three exits spaced approximately equidistant apart, provided, however, that in no case shall the distance between exits exceed 24 feet.

Section **324.5** General Requirements for Permittees.

Permittees shall meet the following general requirements:

1. Each stand shall be provided with two water-type fire extinguishers, each having a two and one-half gallon capacity, being in good working order and easily accessible for use in case of fire.
2. All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least 20 feet surrounding the stand.
3. "No Smoking" signs shall be prominently displayed on the safe & sane fireworks stand or wherever safe & sane fireworks are for sale.
4. Each stand must have an adult in attendance and in charge thereof when the stand is being used for the sale or dispensing of safe & sane fireworks.
5. The storage location of the safe and sane fireworks must be disclosed to city staff and the Oroville Fire Department during the permit process by submitting a written notification via letter to the Fire Department or by email.
6. The sale of safe & sane fireworks shall not begin before 12:00 noon on the 28th day of June and shall not continue after 12:00 midnight on the 4th day of July.
7. The use of safe & sane fireworks shall be limited to the day:
 - a. June 28 to Noon on July 5;
 - b. Veterans day; and
 - c. New Years Eve and New Years day.

Any use of safe & sane fireworks outside of these holidays would require a special use permit.
8. The use of safe & sane fireworks shall be temporarily prohibited if any of the following conditions exist:
 - a. Red Flag Warning:
 - i. A Red Flag Warning or a Fire Danger Warnings, as issued by the National Weather Service (NWS) indicating conditions that support extreme fire danger, including excessively hot temperatures, low humidity, high winds, or other factors that significantly increase the risk of fire in the region. This includes but is not limited to the following:
 - Air temperature exceeding certain thresholds (as defined by local or state guidelines).
 - Wind speeds of 20 mph or greater, with gusts exceeding 30 mph.
 - Relative humidity levels 15% or lower.
 - ii. Other similar conditions that could create a substantial fire hazard.

- b. Public safety resources strained by emergencies:
- i. The prohibition will also be enacted when public safety resources, including fire, police, and emergency medical personnel, are significantly strained due to ongoing or emerging emergencies. This includes, but is not limited to:
 - A declared local, regional, or State emergency that draws resources away from routine public safety duties.
 - Fires, natural disasters, or other large-scale emergencies within the City of Oroville, Butte County, surrounding counties, or in the state of California, which impact the availability of emergency response crews and resources.
 - A situation where personnel and equipment are at risk of being depleted due to high demand in the face of simultaneous emergencies, such as multiple fires or other large-scale crises.
 - ii. When the conditions outlined are believed to exist, the City Administrator, Fire and Police Chiefs shall meet to affirm. If conditions are affirmed, notice will go out to the community and all vendors. The temporary prohibition shall remain in effect until conditions improve, and public safety risks are reduced to an acceptable level.
9. Penalties associated with violations of this and the **Health and Safety Code**, are outlined in Section 12700 of said code.
10. In addition to any criminal proceedings, each person who is found to be in possession of, use, store or intent to sell illegal fireworks, shall be subject to civil penalties including administrative fines. Said fines issued shall be due and payable in accordance to Chapter 2.28 of the Oroville Municipal Code. Payment of the fines shall not excuse the cite from the duty to immediately correct the violation of the code.
- Administrative fines
- a. First offense: \$1,000 per device.
 - b. Second offense: \$2,000 per device.
 - c. Third offense: \$4,000 per device.
- ** Additional offenses shall result in a fine double of the fine of which they have previously been assessed.**
11. All unsold stock and accompanying litter shall be removed from the City by 12:00 noon on the 10th of July. Proof of removal must be furnished to the City's Fire Department.
12. The safe & sane fireworks stand shall be removed from the temporary location by 12:00 noon on the 10th day of July, and all accompanying litter shall be cleared from such location by such time and date.

Section **324.6** Number of Permits. The maximum number of permits issued pursuant to this chapter during any one calendar year shall not exceed one license for each 1,500

residents of the City, unless otherwise prescribed by resolution of the Council. In determining the City population for the purposes of this section, the most recent census calculations shall be used.

Section **324.7** Seizure. The Fire Chief, the Fire Chiefs designee or any law enforcement officer shall seize, remove, or cause to be removed at the expense of the owner all stocks of illegal fireworks offered or exposed for sale, stored, discharged or held in violation of this Code.

F. Section 503.2.1 is deleted and replaced to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6,096 mm), exclusive of shoulders, except for approval security gates in accordance with Section 503.6, and in unobstructed vertical clearance of not less than 13 feet 6 inches (4,115 mm).

Section 503.2.1 Dimensions. Fire apparatus access drives shall have an unobstructed width of not less than the following dimensions (including two-foot (2') shoulders):

Residential Width

One-way access drive:	
1—2 Units	16 feet (12 feet paved)
Two-way access drives:	
3—10 Units	20 feet (16 feet paved)
11—60 Units	25 feet (21 feet paved)
Over 60 Units	30 feet (26 feet paved)

Nonresidential Width

One-way access drive:	16 feet (fully paved)
Two-way access drive:	25 feet (fully paved)

The minimum unobstructed vertical clearance shall be 14 feet at all points across the required width of the access drive. Vertical clearance may be increased as determined necessary by the Fire Chief or the Chief's designee.

G. Section 503.2.7 is deleted and replaced to read as follows:

Section 503.2.7 Grade. The gradient for a fire apparatus access road shall not exceed a grade of 16%, except that one run of the one hundred (100) feet or less in length may be at 18% grade upon approval of the Fire Chief.

H. Section 503.3 is amended by adding Section 503.3.1 to read as follows:

503.3 Marking. Where required by the fire code official approved signs or other approval notices or markings that include the word "NO PARKING — FIRE LANE" shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

Section 503.3.1 Fire Lane Designation. Designation of fire lanes shall be by one of the following means:

1. By a white sign measuring at least 12 inches by 18 inches (12" x 18") posted immediately adjacent thereto and clearly visible. It should clearly state, in red letters not less than one inch (1") in height, that the space is a fire lane and parking is prohibited.
2. By outlining and hash marking the area in contrasting colors clearly marking it with the words "Fire Lane - No Parking."
3. By identifying the space with a red curb upon which the words "Fire Lane - No Parking" are stenciled every 15 feet.
 - a. Both sides of fire lanes shall be red curbed when the fire lane is twenty (20) to twenty-eight (28) feet in width.
 - b. At least one side of a fire lane shall be red curbed and stenciled when the fire lane is over twenty-eight (28) and up to thirty-six (36) feet in width.
 - c. Curbs need not be painted red nor stenciled when the fire lane is more than thirty-six (36) feet in width.
- I. Section 505.1 is deleted and replaced to read as follows:

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast

with their background. Address numbers shall be in Arabic numbers or alphabetical letters. Numbers shall not be spelt out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilities emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument pole or other sign or means shall be used to identify the structure. Address identification shall be maintained Section 505.1 Address Numbers. New and existing buildings shall have approved address numbers, building numbers, or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals construction. Numbers shall be as follows:

- 1.** Minimum of one-half-inch (1/2") stroke by two and one-half inches (2-1/2") high.
- 2.** When the structure is thirty-six (36) to fifty (50) feet from the street or fire department access, a minimum of one-half inch (1/2") stroke by six inches (6") high is required.
- 3.** When the structure is more than fifty (50) feet from the street or fire apparatus access, a minimum of one-half inch (1/2") stroke by nine inches (9") high is required.

4. Where multiple addresses are required at a single driveway, they shall be mounted on a single post, and additional signs shall be located at locations where driveways divide.
5. Where a roadway provides access to solely a single commercial or industrial business, the address sign shall be placed at the nearest road intersection providing access to that site.

J. Sections 505.1.1 and 505.1.2 are added to read as follows:

Section 505.1.1 Multi-Tenant Buildings. Numbers or letters shall be designated on all occupancies within a building. Size shall be one-quarter-inch (1/4") stroke by two inches (2") high and on a contrasting background. Directional address numbers or letters shall be provided. Said addresses or numbers shall be posted at a height no greater than 5 feet, 6 inches (5' 6") above the finished floor and shall be either internally or externally illuminated in all new construction.

Section 505.1.2 Rear Addressing. Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the fire apparatus road at the back of a property or where rear parking lots or alleys provide an acceptable vehicular access. Number stroke and size shall comply with Section 505.1.

K. Section 506.1 is deleted and replaced to read as follows:

Section 506.1 Where Required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or firefighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain contents as established in Section 506.1.1.1.

L. Sections 506.1.1.1 and 506.1.1.2 are added to read as follows:

Section 506.1.1.1 Key Box Contents Requirements. The key provided shall be a master key to all spaces including multi-tenant spaces. Additional keys shall be included for elevator control, fire alarm control panels, and fire sprinkler control valve access. In addition, when required by the Chief, a current copy of the Hazardous Materials Inventory Statement (HMIS) shall be kept within the key box. Exception: Multi-tenant spaces which provide a key box for each tenant and installed per Section 506.1. Electronic card keys and codes may not be utilized as a substitute for manual keys.

Exception: When electronic locks release upon loss of electrical power, a manual key need not be provided.

Section 506.1.1.2 Installation Location. When key boxes are required by the Fire Chief, such boxes shall be mounted at 72 inches above finished floor within five feet of the

latching side of the main entrance to a structure or facility. In addition, a decal shall be provided and installed adjacent to the key lock/latching device.

M. Section 407.5 is added to read as follows:

Section 407.5 Hazardous Materials Inventory Statements (HMIS). The operator of the building shall update and maintain HMIS as required by the Fire Code Official.

N. Section 509.1.1 is added to read as follows:

Section 509.1.1 Utility Identification. Where required by the fire code official, gas shutoff valves, electric meters, service switches and other utility equipment shall be clearly and legibly marked to identify the unit or space that it serves. Identification shall be made in an approved manner, readily visible and shall be maintained.

O. Section 912.7 is added to read as follows:

Section 912.7 Inspectors Test Valves. Inspector test valves shall be provided for each system and located the furthest point away from the sprinkler riser.

P. Section 5003.6.1 is added to read as follows:

Section 5003.6.1 Requirements. Two NFPA 704 diamonds shall be placed on buildings so that they are clearly visible from at least two directions of travel.

1. The signs shall be at least fifteen inches by fifteen inches (15" x 15"). The signs shall not be placed on windows.
2. When NFPA 704 diamonds are required for the interior doors, the signs shall be applied to the doors at a level no higher than the doorknob. The signs for the interior doors shall be at least six inches by six inches (6" x 6").
3. The Fire Code Official may require fewer or more NFPA diamonds if the building configuration or size make it reasonably necessary.

Q. Section **A111.1** is amended by adding the following:

Section **A111.1.1** Application. The application for appeal shall be filed on a form obtained from the City building official within 20 days after the notice was served. A filing fee, as established by resolution of the City Council, shall be submitted at the time filing.

(Ord. 1879, 5/7/2024; Ord. 1885, 3/12/2025; Ord. 1887, 3/18/2025; Ord. 1888, 3/18/2025)

§ 15.60.040 **Express findings.**

As required by Health and Safety Code Sections **17958.7**, **18941.5(c)** and **18942**, the city council hereby expressly finds that amendments to the codes adopted by this chapter and as described in this section are necessary for the protection of the public health, safety and

welfare, due to the local climatic, geological or topographical conditions.

A. Express Finding Number 1—Climatic. Climate is one of the greatest impacts to fire behavior and other major emergency events because it cannot be controlled. The drying out of wood shakes and wild land fuels in the summer months allows for easy ignition. The combustible weeds on vacant urban lots coupled with windy conditions are a recipe for disaster. The Greater Oroville region has extreme variations in weather patterns. Summers are arid and warm; winters are cool to freezing but void of significant snowfall. Fall and spring can bring any combination of weather pattern together. The doubling of average rainfall called an "El Nino" event has occurred from time to time and does cause the grass to mature and grow in excess of 6 feet high before it dries out. Ten square feet of this type of fuel is equivalent to the explosive force of one gallon of gasoline. Average yearly rainfall for the city is approximately 27 inches. This rainfall normally occurs from October to April. Low level fog (tulle-fog) is present throughout the winter months, which brings visibility to almost zero feet. The fog delays emergency responders. The fog can also cause freezing and slick roadways. During the summer months there is generally no measurable precipitation. Temperatures for this dry period range from 70 to 112 degrees F and are frequently accompanied by light to gusty Delta winds. The relative humidity during the summer months range from 2 to 30 mm Hg, which is classified as arid.

B. Express Finding Number 2—Geological. The city of Oroville is subject to ground tremors from seismic events as the city is located in Design Category C, which relates to a high risk of earthquakes. Gas appliances located in attics or garages must be adequately braced and protected from damage from moving objects. Large portions of the city have poor soil conditions. Additionally, the very low elevations are subject to a very high-water table.

C. Express Finding Number 3—Topographical. The city features include open space, drainage canals, components of the Oroville Dam and its water handling systems, highways, and railroad tracks. Traffic has to be channeled around several of these topographical features and limitations which create traffic congestion and delays in emergency response. These features are located between the Fire Station located within the city and our Automatic Aid partners CalFire and El Medio. Heavy traffic congestion on the city streets already acts as a barrier to timely response for fire and emergency vehicles. In the event of an accident or other emergency at one of the key points of intersection between a road and freeway, sections of the city could be isolated or response times could be sufficiently slowed so as to increase the risk of injury or damage.

(Ord. 1879, 5/7/2024; Ord. 1887, 3/18/2025)



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

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

**RE: APPEAL OF THE OCTOBER 23, 2025, DECISION OF THE PLANNING
COMMISSION TO CERTIFY AN ENVIRONMENTAL IMPACT REPORT
FOR THE SPECULATIVE SOUTH OPHIR WAREHOUSE PROJECT**

DATE: DECEMBER 2, 2025

SUMMARY

The City Council shall conduct a public hearing and consider an appeal of the Oroville Planning Commission's October 23, 2025 decision to certify an Environmental Impact Report for the South Ophir Warehouse project on APN's 078-010-047 and 078-020-035.

Per Oroville Municipal Code (OMC) Chapter 17.56.100.B an appeal of a Planning Commission decision must be heard no later than 45 days from receipt of the request, which was received on November 5, 2025.

DISCUSSION

Links to FEIR and DEIR:

https://www.oroVILLEca.gov/DocumentCenter/View/1948/Ophir-Road-Warehouse-Project-FEIR_with-Appendices-REDUCED

<https://www.oroVILLEca.gov/DocumentCenter/View/1959/Ophir-Road-Warehouse-Project-DEIR-and-Appendices>

Background

On April 5, 2022, the City Council approved the expenditure of \$300,000 to draft an Environmental Impact Report (EIR), which was later revised to \$317,000. The approval was based on the possible interest for a large warehouse project. The funds would be reimbursed by the property owner if and when an actual project application is filed. No filing has yet occurred.

On October 23, 2025, by vote of 6 yes and 1 absent, the Planning Commission certified an Environmental Impact Report (including the DEIR and FEIR) for a speculative warehouse project of up to 3.2 million square feet, including its construction and operational impacts. The analyses in the EIR were based on that potential maximum buildout. Since there is as yet no applicant, the Commission made no project approvals or took any other action. In certifying the EIR, the Planning Commission adopted the necessary findings for the maximum buildout and adopted a Statement of Overriding Considerations for three significant and unavoidable impacts from such a large project.

There is, however, little expectation that such a large project would ever be submitted. Nevertheless, the EIR's analyses cover that and any smaller project, whether it be a warehouse project, an industrial park, another industrial or commercial project, or a data center. A completed EIR is an attractive incentive to any applicant that comes along, knowing that they can now get entitlements much more quickly. Any future project requiring a use permit will go before the Planning Commission for the customary review. If the project is a permitted use, staff will handle all reviews.

Appeal

On November 5, 2025, the Laborers International Union of North America, Local Union 185 ("LIUNA") appealed the EIR certification and use permit approval. The use permit portion of the appeal is moot since the Planning Commission took no action on that.

The appeal is based on their claim that the EIR fails as an informational document and fails to impose all feasible mitigation measures. Their comments focus on biological, air quality, health risk, and energy impacts. Their claim and staff response are below:

- Biological impacts: The comment letter claims the EIR does not adequately address burrowing owl, crotch's bumblebee, western spadefoot toad, interference with wildlife movement, bird-window collision mortality, and traffic impacts to wildlife.

The city's two biologists have spent many days surveying for and evaluating these and other potential impacts and have recommended what they consider to be reasonable mitigation measures. We note that similar comments were received from the California Department of Fish and Wildlife, which were specifically addressed in the FEIR.

- Air Quality and Health Risk impacts: the comment letter claims that Deisel Particulate Matter emissions and other criteria pollutant analyses are inadequate because they underestimate project emissions, and that the Health Risk Assessment is therefore also inadequate.

The Air Quality and health risk assessments rely on the professional judgement of Raney Planning and Management, Inc, leading experts in the environmental field. They have used their best estimates of the emissions from the maximum buildout and have incorporated traffic air impacts from Fehr and Peers, a leading traffic analytical firm. The analyses is based on the best available information for similar

large warehouse projects. Staff notes that the Butte County Air Quality Management District has also reviewed the air quality and health risk assessments and their comments have been specifically addressed in the FEIR, which has updated air quality information.

- Impacts on Energy resources: the comment suggests that the project would potentially result in wasteful, inefficient, or unnecessary consumption of energy resources, and argues that all feasible mitigation measures must be adopted unless shown to be infeasible by further analysis.

Any applicant will be required to comply with all federal, state, local, and AQMD energy efficiency requirements in effect at the time of construction, including building efficiency standards, transportation equipment and electrification standards, and operational energy usage. The EIR considers these requirements to be adequate.

Staff and the Planning Commission have determined that the EIR is adequate in that it addresses all reasonably foreseeable impacts, and that further analysis would require the EIR to address impacts that are speculative or unlikely to occur. Section 15064(d) of the CEQA Guidelines state:

“In evaluating the significance of the environmental effect of a project, the Lead Agency shall consider direct physical changes in the environment which may be caused by the project and reasonably foreseeable indirect physical changes in the environment which may be caused by the project.”“A change which is speculative or unlikely to occur is not reasonably foreseeable”.

Accordingly, staff recommends that the City Council deny the appeal and uphold the Planning Commission’s EIR certification. The Council may take one of the following actions.

1. Deny appeal as staff has recommended
2. Approve appeal and send back to PC with suggested changes
3. Approve appeal based on decisions about what they feel is appropriate and make that their determination

FISCAL IMPACT

None. All application fees were paid in full by the applicants.

ACTION(S) REQUESTED -

1. CONDUCT A PUBLIC HEARING TO HEAR THE APPEAL; AND
2. DENY THE APPEAL AND UPHOLD THE PLANNING COMMISSION’S CERTIFICATION OF THE EIR;

OR

APPROVE APPEAL.

ATTACHMENTS

1. Signed Resolution P2025-17 Certifying the EIR with findings, SOC, and MMRP.
2. October 23, 2025, Planning Commission Staff Report and packet.
3. Appeal Application with backup.
4. Draft Resolution Approving the Appeal
5. Draft Resolution Denying the Appeal



City of Oroville

Planning Division - Community Development Department

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2401 FAX (530) 538-2426
www.cityoforoville.org

TRAKIT#: _____

APPEAL APPLICATION

(Please print clearly and fill in/provide all that apply)

REQUIRED FOR A COMPLETE APPLICATION

- ☐ Completed and signed Application Forms
☒ Application Fee Paid (Discretionary Items): (\$3,729) + 6% Tech Fee = \$3,952.74
☐ Application Fee Paid (Ministerial Items): (\$373) + 6% Tech Fee = \$395.38

DECISION BEING APPEALED

(Please check all that apply)

City Staff Member

- ☐ Building Official
☐ Chief of Police
☐ City Engineer
☐ Director of Business Assistance & Housing
☐ Director of Parks & Trees
☐ Director of Planning & Development Services / Zoning Administrator
☐ Director of Public Works
☐ Fire Chief
☐ Other (Please Specify): _____

Decision Making Body

- ☐ Arts Commission
☐ Development Review Committee
☐ Historic Advisory Committee
☐ Housing Loan Advisory Committee
☐ Park Commission
☒ Planning Commission
☐ Supplemental Benefits Fund Steering Committee

Hearing date of decision being appealed: October 23, 2025 Number of days since the hearing was held: 13

APPEAL DESCRIPTION

Detailed Description of Appeal:

This appeal is submitted on behalf of the Laborers International Union of North America, Local Union 185 ("LIUNA") and its members living in Butte County and the City of Oroville ("City"), regarding the Ophir Road Warehouse Project. LIUNA hereby appeals the entirety of Planning Commission Resolution No. 2025-17 certifying the Final Environmental Impact Report ("FEIR") for the Project and Resolution 2025-09 approving the Use Permit UP25-13 for the Project. For the reasons set forth below, the Planning Commission's Project approvals are in violation of the California Environmental Quality Act ("CEQA"). The City's FEIR fails as an informational document and fails to impose all feasible mitigation measures to reduce the Project's significant environmental impacts. LIUNA requests that the City Council direct Planning staff to address these shortcomings in a Revised Draft Environmental Impact Report ("RDEIR") and recirculate the RDEIR prior to considering approvals for the Project. The City Council must set aside the Project approvals until proper CEQA review is complete. This appeal and LIUNA's attached comments are supported by expert review and comments of wildlife ecologist Dr. Shawn Smallwood, Ph.D., and air quality expert and environmental engineer, Patrick Sutton of environmental consulting firm Baseline who reviewed the EIR and prepared detailed comments concluding that the Project will have significant, unmitigated adverse biological resources, air quality, health risk, and energy impacts.

APPLICANT'S SIGNATURE

I hereby certify that the information provided in this application is, to my knowledge, true and correct.

Applicant's Signature: _____

Date: 11/5/2025

FOR OFFICE USE ONLY

APPROVED BY: _____ DATE: _____

{ } Credit Card #: _____ { } Debit Card #: _____ { } Money Order { } Cash { } Check # _____

APPEALS TO THE PLANNING COMMISSION

1. If the applicant or any other person is dissatisfied with the action of the Zoning Administrator, City Engineer, Director of Parks and Trees, Fire Chief, Historic Advisory Committee or Development Review Committee, he or she may appeal in writing to the Planning Commission within **15 days after the action**. If no appeal is filed, the action shall be final.
2. Within 45 days of filing an appeal, the Planning Commission shall hold a public hearing to consider the action and the appeal of that action. The Planning Commission shall render its decision within 30 days of the public hearing, and it shall provide immediate verbal notice of the decision. If the Planning Commission's decision is not appealed, the decision shall be final.
3. Exception: To appeal a fee waiver decision, made by the Director of Planning & Development Services, appeals shall be taken directly to the City Council.

APPEALS TO THE CITY COUNCIL

1. If the applicant or any other person is dissatisfied with a Planning Commission action, he or she may appeal, in writing to the City Council within **15 days after the action**. If no appeal is filed, the action shall be final.
2. Within 45 days of filing an appeal, the City Council shall hold a public hearing to consider the action taken by the Planning Commission and the appeal of that action. The City Council shall render its decision within 30 days of the public hearing, and it shall provide immediate verbal notice of the decision. The decision shall be final.
3. To appeal a fee waiver decision, made by the Director of Planning & Development Services, appeals shall be taken directly to the City Council. Apart from not having to first be heard by the Planning Commission, all other appeal criteria for appeals to the City Council listed above shall apply.

REAPPLICATION

1. **General:** Whenever an application for a rezoning, rezoning, permit or variance has been denied as set forth in this chapter, no new application for the denied rezoning, rezoning, permit or variance shall be filed on any part of the property included in the denied application **within 1 year** from the date of the final decision on the denied application; provided, however, that a new application may be filed and accepted where a change of circumstances has occurred that might affect the outcome of the decision.
2. **Hearing:** The finding that relevant circumstances have changed enough to justify reconsideration of the denied application may be made by the planning Commission only after a public hearing noticed and held in the same manner as the hearing for the denied application. A request for a special public hearing shall be accompanied by a fee established by resolution of the City Council and a written explanation of the change of circumstances.
3. **Appeals:** The decision of the Planning Commission on the issue of change of circumstances shall be final, unless it is appealed as provided in Section 17-56.100 of the City Zoning Code (see above). The City Council may approve an appeal only upon finding, based on substantial evidence, that there has been a change of circumstances that might affect the outcome of the decision.

The Community Development Department operates on a full cost recovery for processing of permits. Staff will charge their time and any expenses associated with processing the application against the initial deposit. Fees that have been captured for the reimbursement of City expenses are non-refundable.

Technology cost recovery fees are non-refundable



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victoria@lozeaudrury.com

Via Email

October 22, 2025

Carl Durling, Chairperson
Wyatt Jenkins, Vice Chairperson
Natalie Sheard, Commissioner
Warren Jensen, Commissioner
Glenn Arace, Commissioner
Marissa Hallen, Commissioner
City of Oroville Planning Commission
1735 Montgomery Street
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Brian Ring, City Clerk
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Re: Comment on the Final Environmental Impact Report for the Ophir Road Warehouse Project, October 23, 2025 Planning Commission Agenda Item 1

Dear Chair Durling, Vice Chair Jenkins, Commissioners, Messrs. Ervin and Ring:

I am writing on behalf of the Laborers International Union of North America, Local Union 185 ("LIUNA") and its members living in Butte County and the City of Oroville ("City"), regarding the Final Environmental Impact Report ("FEIR") for the Ophir Road Warehouse Project, including all actions related or referring to the proposed development of four warehouse buildings on-site totaling approximately 3.2 million square feet ("Project").

LIUNA is concerned that the FEIR fails as an informational document and fails to impose all feasible mitigation measures to reduce the Project's impacts. LIUNA requests that the Planning Commission direct Planning staff to address these shortcomings in a Revised Draft Environmental Impact Report ("RDEIR") and recirculate the RDEIR prior to considering approvals for the Project.

LIUNA initially submitted comments on the DEIR on June 10, 2025, but the City thus far has opted to not provide any response to those comments. Many of the comments LIUNA made with regard to the DEIR remain the same for the FEIR.

PROJECT DESCRIPTION

The Project is set on a 170.21-acre site, made up of two parcels located southwest of the intersection of Ophir Road and Baggett Palermo Road (Assessor's Parcel Numbers ("APNs") 078-010-047, 078-020-035) in the City. The Project site consists of undeveloped grassland vegetation. Wetlands occur on-site primarily in the southern portion of the property. One of the parcels, APN 078-020-035, is within the South Ophir Specific Plan area. The City's General Plan designates both parcels as Industrial (M-2).

The Project would include the development of four warehouse buildings totaling a maximum of approximately 3.2 million square feet. Each of the buildings would consist of a five-story concrete tilt-up warehouse with depressed dock areas and would range from 774,000 sf to 869,200 sf; however, due to the inclusion of a 250,000-sf mezzanine in each building, the building footprints would range from 514,000 sf to 609,200 sf. Each building would also provide approximately 20,000-sf of office space, including 10,000 sf of office mezzanine space.

The Project would require construction of new driveways for site access, one off Ophir Road to the north and another off Baggett Palermo Road to the east. A total of 2,152 vehicle parking spaces would be provided on-site, including 530 parking spaces associated with building one, 483 parking spaces associated with building two, 526 parking spaces associated with building three, and 611 parking spaces associated with building four.

I. LEGAL STANDARD

CEQA requires that an agency analyze the potential environmental impacts of its proposed actions in an environmental impact report ("EIR") (except in certain limited circumstances). (*See, e.g.*, Pub. Res. Code ("PRC") § 21100.) "The 'foremost principle' in interpreting CEQA is that the Legislature intended the act to be read so as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language." (*Comms. for a Better Env't v. Calif. Resources Agency* (2002) 103 Cal.App.4th 98, 109.)

CEQA has two primary purposes. First, CEQA is designed to inform decision makers and the public about the potential, significant environmental effects of a project. (14 Cal. Code Regs. ("CEQA Guidelines") § 15002(a)(1).) "Its purpose is to inform the public and its responsible officials of the environmental consequences of their decisions before they are made. Thus, the EIR 'protects not only the environment but also informed self-government.'" (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 564.) The EIR has been described as "an environmental 'alarm bell' whose purpose it is to alert the public and its responsible officials to environmental changes before they have reached ecological points of no return." (*Berkeley Keep Jets Over the Bay v. Bd. of Port Comm'rs.* (2001) 91 Cal.App.4th 1344, 1354 ("Berkeley Jets"); *County of Inyo v. Yorty* (1973) 32 Cal.App.3d 795, 810.)

Second, CEQA requires public agencies to avoid or reduce environmental damage when "feasible" by requiring "environmentally superior" alternatives and all feasible mitigation measures. (CEQA Guidelines § 15002(a)(2) & (3); *see also Berkeley Jets*, 91 Cal.App.4th at 1354; *Citizens of Goleta Valley*, 52 Cal.3d at 564.) The EIR serves to provide agencies and the

public with information about the environmental impacts of a proposed project and to “identify ways that environmental damage can be avoided or significantly reduced.” (CEQA Guidelines § 15002(a)(2).) If the project will have a significant effect on the environment, the agency may approve the project only if it finds that it has “eliminated or substantially lessened all significant effects on the environment where feasible” and that any unavoidable significant effects on the environment are “acceptable due to overriding concerns.” (PRC § 21081; CEQA Guidelines § 15092(b)(2)(A) & (B).)

The EIR is the very heart of CEQA. (*Dunn-Edwards v. BAAQMD* (1992) 9 Cal.App.4th 644, 652.) CEQA requires that a lead agency analyze all potentially significant environmental impacts of its proposed actions in an EIR. (PRC § 21100(b)(1); CEQA Guidelines § 15126(a); *Berkeley Jets*, 91 Cal.App.4th 1344, 1354.) The EIR must not only identify the impacts, but must also provide “information about how adverse the impacts will be.” (*Santiago County Water Dist. v. County of Orange* (1981) 118 Cal.App.3d 818, 831.) The lead agency may deem a particular impact to be insignificant only if it produces rigorous analysis and concrete substantial evidence justifying the finding. (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692.)

While the courts review an EIR using an “abuse of discretion” standard, “the reviewing court is not to ‘uncritically rely on every study or analysis presented by a project proponent in support of its position. A ‘clearly inadequate or unsupported study is entitled to no judicial deference.’” (*Berkeley Jets*, 91 Cal.App.4th at 1355 (quoting, *Laurel Heights Improvement Assn. v. Regents of Univ. of Cal.* (1988) 47 Cal.3d 376, 391 409, fn. 12).) A prejudicial abuse of discretion occurs “if the failure to include relevant information precludes informed decisionmaking and informed public participation, thereby thwarting the statutory goals of the EIR process.” (*San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal.App.4th 713, 722; *Galante Vineyards v. Monterey Peninsula Water Management Dist.* (1997) 60 Cal.App.4th 1109, 1117; *County of Amador v. El Dorado County Water Agency* (1999) 76 Cal.App.4th 931, 946.) As discussed below and in the attached expert comment letters, the EIR for this Project fails to adequately analyze and mitigate the Project’s impacts.

II. DISCUSSION

A. The Project Will Have Significant Adverse Biological Impacts that the EIR Fails to Adequately Disclose, Analyze, and Mitigate.

Wildlife ecologist Dr. Shawn Smallwood, Ph.D. reviewed the DEIR and prepared detailed comments concluding that the Project will have significant, unmitigated adverse biological impacts. Dr. Smallwood’s comments are attached hereto as Exhibit A. After reviewing the FEIR, the comments that Dr. Smallwood raised on the DEIR still apply to the FEIR.

1. The FEIR fails to adequately disclose the Project’s potentially significant impacts to numerous special status species.

The FEIR fails as an informational document because the FEIR fails to address numerous special status species identified by Dr. Smallwood using the site's existing habitat. By ignoring special status species either observed at the site or likely to be present, the FEIR fails as an informational document regarding the Project's biological impacts.

Appendix G of the Guidelines requires agencies to consider whether a project may "[h]ave a substantial adverse effect . . . on any species identified as . . . **special status** [] in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife ["CDFW"] or the U.S. Fish and Wildlife Service ["USFWS"]. (CEQA Guidelines, App. G § (IV)(a) [emphasis added].) CDFW maintains a list of special status species known as the "Special Animals List," a copy of which is attached as Exhibit B. Other special status species are identified in CDFW's regulations identifying fully protected species in California. (Cal. Fish and Game Code, §§ 3503.5, 3511, 4700, 5050, 5515.) USFWS also maintains various lists of special status species, including not only the lists of endangered, threatened, and candidate species but also, specific to bird species, the "Birds of Conservation Concern" list, a copy of which is attached as Exhibit C.

Dr. Smallwood visited the Project site for 3.4 hours from 05:55 to 09:20 on May 6, 2025, for 1.67 hours of daylight survey from 18:48 to 20:28 on May 7, 2025, and for 1.5 hours of nocturnal survey from 20:30 to 22:00 on May 7, 2025. Dr. Smallwood observed 59 species of vertebrate wildlife on the Project site, and 13 special status species, including the American white pelican, Osprey, White-tailed kite, Northern harrier, Bald eagle, Lewis's woodpecker, Nuttall's woodpecker, American Kestrel, Oak titmouse, Cassin's finch, Bullock's oriole, Tricolored blackbird, and Yuma myotis. (Smallwood, at 2-3, 16-17.) The American white pelican, Osprey, White-tailed kit, Northern harrier, Bald eagle, Lewis's woodpecker, Tricolored blackbird, and Yuma myotis are listed by CDFW as special status species on the Special Animals List. (CDFW Special Animals List, at 65, 67-68, 74, 80, 84.) Likewise, USFWS has identified the American white pelican, Northern harrier, Lewis's woodpecker, Nuttall's woodpecker, American kestrel, Oak titmouse, Cassin's finch, Bullock's oriole, and Tricolored blackbird as birds of conservation concern. (Birds of Conservation Concern, at 20-23, 27-29, 31-32, 35, 40-42, 44-45.)

The FEIR fails to analyze the occurrence potential of special status species in the Project area. Based on Dr. Smallwood's review of wildlife databases and his site visits, 104 special status species are known to occur near enough to the Project site to warrant analysis of occurrence potential. Of these species, 13 were recorded on or just off the Project site, 10 have been documented within 1.5 miles of the site, 39 have been documented between 1.5 and 4 miles, and 37 have been documented within 4 to 30 miles of the site. (Smallwood, at 25.) The EIR only analyzes the likelihood of 32 of these 104 species. Furthermore, out of the 71 special-status species whose occurrence potential the FEIR does not analyze, Dr. Smallwood detected 10 of them on or adjacent to the site. Given the documented presence of special-status species which were not analyzed in the FEIR, additional analysis and review is required in order for it to sufficiently address the Project's biological impacts to these special status wildlife species. An RDEIR should be prepared in order to adequately disclose, analyze and mitigate the Project's potentially significant impacts to special status species.

2. The FEIR's discussion of the lack of impacts to the burrowing owls is not supported by substantial evidence.

The DEIR shrugs off potential impacts to the special status burrowing owl based on insufficient site surveys. The FEIR makes no mention of burrowing owls. While the DEIR includes wildlife surveys from North Valley Environmental (2023) ("NVA") and ADEMA (2024) ("ADEMA"), these documents rely upon flawed analyses regarding impacts to special-status species. According to the DEIR, "[f]ive protocol-level special-status surveys of the project site were conducted to assess the suitability of habitats on-site to support special-status species." (DEIR, at 4.3-33.) NVA reports to have completed a Phase II survey for burrowing owls consistent with the guidelines of the California Burrowing Owl Consortium ("CBOC"), but those guidelines do not mention a Phase II survey, making it unclear what kind of survey, if any, was completed by NVA. (Smallwood, at 23.)

In addition, the burrowing owl survey relied upon by the DEIR and FEIR lacks substantial evidence because it was not conducted consistent with California Department of Fish and Wildlife ("CDFW") guidelines. The NVA survey claims that botanical surveys qualified as burrowing owl surveys. Likewise, the ADEMA survey claims that its wetland analysis doubles as a protocol-level detection survey for burrowing owls, despite the lack of support for such a conclusion in either the CDFW guidelines or the scientific community. (Smallwood, at 24.) Both surveys included in the DEIR and relied upon by the FEIR speculate that burrowing owls do not occur on the Project site due to cattle trampling their burrows. However, this assertion is controverted by the fact that burrowing owls have been found at the highest densities where cattle are grazed. (Smallwood, at 24.) The DEIR and FEIR omit meaningful survey efforts for burrowing owls, and relies on unsound justifications to assume their lack of presence the Project site. The DEIR and FEIR fail to analyze the potential impacts to burrowing owls.

As a result, the DEIR and FEIR's analysis and conclusion that impacts to burrowing owls will be less than significant is not supported by substantial evidence. Additional surveys consistent with CDFW's protocols should be conducted and the FEIR should be revised to analyze and mitigate any potential impacts to this fully protected species.

3. The FEIR's characterization of the environmental setting and environmental baseline is not supported by substantial evidence.

The DEIR and FEIR's description of the environmental setting for the project is inadequate. CEQA's primary objective is to disclose potential environmental impacts of a proposed project. However, the DEIR and FEIR fail to provide accurate information regarding the Project's environmental setting and baseline from which a sufficient assessment of wildlife impacts can be made.

Before analyzing a project's impacts, an EIR must first identify and describe "the physical environmental conditions in the vicinity of the project as they exist at the time the notice of preparation is published." (14 CCR § 15125(a).) This information is critical to the EIR's impact analysis because it serves as the baseline against which a project's predicted effects can

be described and quantified. (14 CCR § 15125(a); *Neighbors for Smart Rail v. Exposition Metro Line Construction Authority* (2013) 57 Cal.4th 439, 447 (*Smart Rail*).) A description of important environmental resources that will be adversely affected by the project is critical to a legally adequate discussion of the environmental setting. (14 CCR § 15125(c); *San Joaquin Raptor/Wildlife Rescue Ctr. v County of Stanislaus* (1994) 27 Cal.App.4th 713, 722-30 (*San Joaquin Raptor*) [description of the environmental setting deficient because it did not disclose the specific location and extent of riparian habitat adjacent to the property, inadequately investigated the possibility of wetlands on the site, understated the significance of the project's location adjacent to a river, and failed to discuss a nearby wildlife preserve].) Courts have repeatedly held that where an EIR contains an “inadequate description of the environmental setting for the project, a proper analysis of project impacts [i]s impossible.” (*Galante Vineyards v. Monterey Peninsula Water Management Dist.* (1997) 60 Cal.App.4th 1109, 1122 [invalidating EIR with only passing references to surrounding viticulture]; *Friends of the Eel River v. Sonoma County Water Agency* (2003) 108 Cal.App.4th 859, 873-75.)

The DEIR and FEIR do not accurately identify and describe the physical and environmental conditions in the vicinity of the Project. First, the DEIR's characterization of the site's hydrology and ground cover is misleading. The NVA survey misstates wetland locations and fails to accurately describe the wetland cover, claiming that a small pond near the Project area is a “stock pond” and “devoid of vegetation.” (NVA, at 16.) However, the opposite is true. The pond is not devoid of vegetation, rather, it is populated by cattails and willows. Further, Dr. Smallwood observes that the pond appears to be of natural origin as opposed to a “stock pond.” (Smallwood, at 20.) The pond is fed by, and therefore dependent upon, multiple ephemeral drainages flowing off the Project site. (Smallwood, at 21.) This marks one of many examples of the DEIR and FEIR's mischaracterization of the environmental setting.

The DEIR and FEIR also underreport the trees located on the Project site. The DEIR reports five mature blue oaks at the site's northwest corner near Ophir road, but there are also nine more trees on the site or along the site's boundaries. (*Id.*) The FEIR does not fix this error.

Furthermore, NVA's survey underreports the species present on the Project site. NVA only detected 10 species of vertebrate wildlife during its survey, while Dr. Smallwood detected 59. (Smallwood, at 2-3.) NVA did not report the start time or duration of the survey, making the results more difficult to interpret. Regardless, NVA's survey yielded less than 17% of the total species detected by Dr. Smallwood.

The ADEMA survey has similar issues. ADEMA's report states that the biologist “evaluated potential habitat to determine the presence or absence of sensitive natural resources and to determine if these resources would be impacted by the proposed project.” (ADEMA, at 1.) However, ADEMA fails to report wildlife species detected by the biologist and does not explain how the presence or absence of sensitive resources was determined. (Smallwood, at 23.) ADEMA also downgrades the occurrence likelihood of multiple special-status species of wildlife assessed by NVA without substantial evidence or explanation to support its analysis.

Neither the FEIR nor the DEIR include any information regarding the occurrence

potential of bats. However, Dr. Smallwood detected the Yuma myotis on the Project site, which is a special status species. (CDFW Special Animals List, at 84.) The FEIR should be revised to analyze the occurrence potential of special status bats on the property to accurately characterize the environmental setting of the Project site.

Both the DEIR and FEIR fail to characterize the environmental setting because its species occurrence potential analysis is not supported by substantial evidence. Despite having access to NVA's survey data, the ADEMA survey downgrades the occurrence likelihood of numerous special-status species assessed by NVA without explanation. The DEIR and FEIR's analysis of occurrence potentials differ drastically from Dr. Smallwood's survey findings and with existing occurrence records. (Smallwood, at 30.) Given the drastic differences between the DEIR and FEIR's and Dr. Smallwood's findings, more analysis is needed. For instance, the DEIR completely discounts the occurrence potential of the Monarch butterfly based on the lack of milkweed on the Project site. The Monarch butterfly is a special status species and listed as "Proposed Threatened" under the federal Endangered Species Act, (CDFW Special Animals List, at 28.) Dr. Smallwood notes that Monarch butterflies do not require the presence of milkweed, and that the species commonly migrates across areas like the Project site. (Smallwood, at 30.) The FEIR does not correct this failure. Therefore, the FEIR improperly ignored the occurrence potential of the Monarch butterfly. The DEIR presents similar flawed rationale for omitting analysis of occurrence potential of the Western pond turtle, Coast horned lizard, Northern harrier, and Loggerhead shrike, which are all special status species. (CDFW Special Animals List, at 56-57, 75; Smallwood, at 30-31.) The FEIR also fails to correct these errors.

The DEIR's overreliance on wildlife database results to omit analysis of species' occurrence potential results in an additional failure to evaluate the Project's potential impacts. The DEIR and FEIR completely dismiss occurrence potential of the Western spadefoot, Coast horned lizard, Tricolored blackbird, Greater sandhill crane, Golden eagle, Loggerhead shrike, Yellow-billed magpie, White-tailed kite, Prairie falcon, Peregrine falcon, Bald eagle, California black rail, Purple martin, Least Bell's vireo, Yellow-headed blackbird, Townsend's big-eared bat, Western mastiff bat, and Sacramento Valley red fox, which are all special status species. (CDFW Special Animals List, at 53, 57, 67-69, 75-76, 80, 83-84, 94.) However, Dr. Smallwood observed the tricolored blackbird (multiple large flocks totaling about 460 birds), white-tailed kite and bald eagle on the Project site. (Smallwood, at 31.) In addition, the CDFW has commented that "[t]he Project site contains suitable upland aestivation and aquatic breeding habitat for western spadefoot (*Spea hammondi*), a California Species of Special Concern and candidate for listing under the federal Endangered Species Act. Impacts to western spadefoot from ground disturbing activities onsite may be considered potentially significant unless adequate mitigation is incorporated. (FEIR, p. 2-9.) The FEIR inadequately responded:

Potential for occurrence on-site of western spadefoot (WSF) is low, as identified by both the project BRA and BRA addendum. This is secondary to a lack of aquatic habitat on-site that maintains inundation for sufficient duration to fully develop the WSF to its non-aquatic state. As noted in both the 2023 BRA and 2024 BRA Addendum, the site is grazed by cattle which collapses existing mammal burrows

and other soil cavities. Additionally, the site soil composition is high in sand content, which makes for poor burrow constructability. Thus, because the potential for occurrence of WSF on-site is low, additional mitigation is not warranted. (FEIR, p. 2-30.)

The FEIR should be revised to provide proper analysis of potential species present on the site to accurately describe the Project's environmental setting.

The FEIR fails to accurately describe the Project's environmental setting and baseline. The FEIR should be revised to update the environmental setting and baseline to allow for accurate analysis and mitigation of the Project's impacts.

4. The FEIR fails to analyze significant impacts to wildlife resulting from habitat loss.

Dr. Smallwood provides substantial evidence that the Project will result in significant impacts to wildlife due to habitat loss. Local bird populations will lose essentially all of the current habitat and nesting at the Project site. (Smallwood, at 35.) Dr. Smallwood calculates that the Project will result in the loss of 547 nest sites, 760 nest attempts, 2,204 fledglings, and 2,478 birds per year. (*Id.* at 36.) He further calculates that the Project will result in the loss of 2,478 birds per year. (*Id.*). Most of these birds are protected by the federal Migratory Bird Treaty Act and California Migratory Bird Protection Act. (*Id.*). Therefore, the FEIR should be revised to analyze the Project's impacts to birds due to habitat loss.

5. The FEIR fails to adequately analyze and mitigate the Project's interference with wildlife movement.

Dr. Smallwood provides substantial evidence that the DEIR and the FEIR fail to analyze the Project's potential to interfere with wildlife movement. While the DEIR acknowledges that the site *might* serve a corridor function to "common terrestrial species" (DEIR, at 4.3-43), there has not been a program of observation to characterize how wildlife uses the site for movement in the region. However, Dr. Smallwood observed wildlife movement at the Project site. (Smallwood, at 36-37.) The FEIR does not correct this issue. The potential interference with wildlife movement represents a significant impact which is not properly analyzed or mitigated in the FEIR. The FEIR should be revised to appropriately analyze and mitigate the Project's potential impacts to wildlife movement.

6. The FEIR does not adequately analyze the Project's potential impacts to wildlife from bird-window collision mortality.

The FEIR fails as an informational document because it does not include an adequate discussion of the impacts of bird-window collision mortality. Instead in response to CDFW's comments on bird-window strike, the FEIR states:

The suggestions mentioned are noted, however, the generalized impact of bird

collisions with future windows within the project is not sufficiently linked to a potentially significant environmental impact that would justify adding mitigation to the EIR.

Some future instances of reflective windows on warehouse facades facing open space and areas that support nesting birds would likely occur. The most likely avian species to collide with windows are those that are most locally abundant, and windows that pose the most hazard are larger, reflective, and positioned to reflect outside vegetation. Therefore, such future bird collisions within the project would likely occur among the bird species observed during biological field survey (e.g., scrub jay, house finch, Brewer's blackbird, etc.), or the subset of those common species that remain following development of nearby residences. Because none of those bird species are deemed sensitive using the applicable EIR criteria, there is not sufficient justification to consider future bird collisions with buildings within the project a significant impact.

The City would, however, encourage the applicant to include information to building design team to alert them of this concern and to encourage optimal land stewardship by using window treatments such as installing screens, window patterns, or new types of glass such as acid-etched, fritted, frosted, etc. that minimize bird collisions, especially on larger window panes that face open space areas. (FEIR, 2-24.)

The FEIR's response is inadequate and fails to properly mitigate this impact. Dr. Smallwood predicts 69 annual bird deaths from window collisions, the majority of which would involve birds protected under the Migratory Bird Treaty Act and under the California Migratory Bird Protection Act, thus resulting in significant unmitigated impacts. (Smallwood, at 33.) The DEIR and FEIR fail to properly analyze and mitigate this significant impact. Therefore, the FEIR should be revised to analyze and mitigate the impacts of bird-window collision mortality.

7. The FEIR fails to analyze the Project's potential traffic impacts to wildlife.

The FEIR fails as an informational document because it does not analyze or mitigate the Project's potential wildlife mortality and injuries caused by project-generated traffic. The DEIR predicts 18,553,315 annual vehicle miles traveled ("VMT") would be generated by the Project. (DEIR, at 4.2-61.) Based on the Project's VMT, Dr. Smallwood estimates 7,245 wildlife fatalities per year due to project-generated traffic. (Smallwood, at 39.) These potential wildlife fatalities represent a potential significant impact which is not analyzed or mitigated in the FEIR. Therefore, the FEIR should be revised to appropriately analyze the impact of wildlife collision mortality resulting from project-generated traffic.

8. The FEIR's cumulative biological resource impacts analysis is inadequate because it does not explain how the General Plan SEIR's cumulative impact mitigation will avoid or minimize the Project's cumulative impacts.

The DEIR and FEIR's misinterpretation of CEQA's cumulative impacts analysis is flawed in its application to potential impacts to wildlife on the Project site. Under CEQA, cumulative impacts "refer to two or more individual effects which, when considered together, are considerable of which compound or increase other environmental impacts." (Cal. Code Regs. Tit. 14, § 15355.) The individual effects may be changes from single or multiple projects, and the cumulative impact from several projects is the "change in environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probably future projects. Cumulative impacts can result from individual minor but collectively significant projects taking place over a period of years." (§ 15355 (a-b).) According to the DEIR, the mitigation for the Project's direct impacts precludes the need for mitigation for potential cumulative impacts. (DEIR, at 4.3-45.) The DEIR claims that a given impact is cumulatively considerable only when it is a significant project-level direct impact that has not been fully mitigated, hence leaving no residual impact, thus implying a standard that cumulative impacts are residual impacts left over by inadequate mitigation of Project impacts. However, individually mitigated projects do not negate the significance of cumulative impacts. The FEIR does not correct this error. As discussed *infra*, the DEIR and FEIR already fail to mitigate the Project's direct impacts. Because the purported standard is not CEQA-compliant, a revised analysis of the Project's cumulative impacts is required. Therefore, the FEIR should be revised to include accurate analysis and mitigation of the Project's cumulative impacts.

The DEIR also implies that the General Plan SEIR's cumulative impacts analysis is sufficient to analyze the Project's impacts. However, CEQA Guidelines section 15064(h)(3) states that "[w]hen relying on a plan, regulation or program, the lead agency should explain how implementing the particular requirements in the plan, regulation or program ensure that the project's incremental contribution to the cumulative effect is not cumulatively considerable." Neither the DEIR nor the FEIR explain how the General Plan SEIR would result in avoided or minimized cumulative impacts. (Smallwood, at 40.) In fact, the DEIR only refers to the SEIR's cumulative impact mitigation for the California black rail, a species which is not even identified as one of the 104 special status species likely to occur on the Project site. (Smallwood, at 25-29; DEIR, at 4.3-45–4.3-46.) The FEIR is further silent on the issue. Therefore, a cumulative impacts analysis is still required.

The DEIR's cumulative impacts analysis does not comply with CEQA. Even mitigated development results in a 66% loss of species on site, and 48% loss of species in similar Project areas. (Smallwood, at 40-41.) Given the lack of thorough analysis of the Project's impact to wildlife, and lack of feasible mitigation, similar declines in biodiversity are likely to occur. The FEIR does not correct the DEIR's flawed cumulative impact analysis. Therefore, the FEIR should be revised to analyze and mitigate the cumulative impacts of the Project.

9. The FEIR fails to implement all feasible mitigation measures to reduce impacts to wildlife below a significant level.

As discussed above, the DEIR's characterization of the Project's environmental setting is not supported by substantial evidence. To develop an appropriate mitigation strategy, the EIR should be revised to accurately characterize the existing environmental setting. However, even absent an accurate characterization of the environmental setting, the existing mitigation strategy is inadequate to reduce impacts below a significant level.

"[M]itigation measure[s] [that do] no more than require a report be prepared and followed" do not provide adequate information for informed decisionmaking under CEQA. (*Endangered Habitats League, Inc. v. County of Orange* (2005) 131 Cal.App.4th 777, 794; Guidelines § 15126.4(a)(1)(B).) A lead agency's adoption of an EIR's proposed mitigation measure for a significant environmental effect that merely states a "generalized goal" to mitigate a significant effect without committing to any specific criteria or standard of performance violates CEQA by improperly deferring the formulation and adoption of enforceable mitigation measures. (*San Joaquin Raptor Rescue Center v. County of Merced* (2007) 149 Cal.App.4th 645, 670; *Communities for a Better Environment v. City of Richmond* (2010) 184 Cal.App.4th 70, 93 ["EIR merely proposes a generalized goal of no net increase in greenhouse gas emissions and then sets out a handful of cursorily described mitigation measures for future consideration that might serve to mitigate the [project's significant environmental effects.]"]; cf. *Sacramento Old City Assn. v. City Council* (1991) 229 Cal.App.3d 1011, 1028-1029 [upheld EIR that set forth a range of mitigation measures to offset significant traffic impacts where performance criteria would have to be met, even though further study was needed and EIR did not specify which measures had to be adopted by city].)

LIUNA previously noted that the DEIR violates CEQA because it improperly defers the formulation and adoption of enforceable mitigation measures. Mitigation Measure 4.3-1 states that "[i]f special-status plants are impacted, a mitigation plan shall be developed and approved by the City of Oroville Community Development Department." However, a plan to mitigate impacts that have already occurred is unlikely to effectively mitigate the impacts. Furthermore, CDFW, in its February 21, 2025, letter regarding the Project, states that:

"Mitigation Measure 4.3-1 fails to comply with CEQA Guidelines § 15126.4 by deferring mitigation to a future time by not including fully enforceable compensatory mitigation to offset potentially significant impacts to special-status plants. The measure mentions a "mitigation plan" but does not identify when the plant mitigation plan would be prepared, or who would be responsible for preparing, reviewing, or implementing it. The measure also does not define the plan area or establish criteria for plan success. Without goals, content, and enforceability in the plant management plan, this measure does not mitigate project impacts to a less than significant level."

We concur with CDFW's comment regarding the ineffectiveness of this mitigation measures. While the FEIR attempts to address the CDFW's comments on the deferred mitigation plan, it

fails to correct the issue. Instead, it simply adds the following emphasized text to the mitigation measure:

The mitigation plan shall describe the proposed mitigation for impacts to the plant species, and include (at minimum) details regarding the plan area, survey methods, surveyor qualifications, occurrence and species details, proposed relocation methods and locations, long-term monitoring, success criteria, monitoring, reporting, and contingency in case of failure. If the special-status plant species can be avoided, the mitigation plan shall include recommended protective buffers, construction monitoring, and postconstruction monitoring. (FEIR, p. 2-20.)

However, this remains deferred mitigation. Moreover, the updated mitigation measure still fails to “identify when the plant mitigation plan would be prepared, or who would be responsible for preparing, reviewing, or implementing it,” and fails to “define the plan area or establish criteria for plan success.” The FEIR should be revised to mitigate these impacts below a significant level.

Measure 4.3-3(a) also improperly defers mitigation. The measure requires wetlands delineations, which should have already been completed pursuant to the DEIR’s requirements to accurately characterize the existing environmental setting. Moreover, requiring the delineations after EIR certification would rob the public and decision-makers of the opportunity to understand what wetland features are at risk, and to analyze and mitigate to the extent feasible.

While the FEIR revised Mitigation Measure 4.3-2(a) to include implementation of surveys that are consistent with the updated protocols from 2000, rather than the 1994 protocols stated in the DEIR (Smallwood, at 42), the surveys required under this measure will still do nothing to prevent the permanent loss of 170.21 acres of the Swainson’s hawk habitat. Therefore, Measure 4.3-2(a) is largely ineffective to reduce impacts below a significant level

CEQA does not relieve an agency of the need to provide performance specifications just because the mitigation is proposed as part of a first tier document. (*Sacramento Old City Assn. v. City Council* (1991) 229 Cal.App.3d 1011, 1028-1029.) For example, in *Rio Vista Farm Bureau Center v. County of Solano*, the Court upheld a hazardous waste facility siting plan because the plan provided “specific performance criteria” for future siting decisions. ((1992) 5 Cal.App.4th 351, 377.) Mitigation measure 4.3-2(c), which involves preconstruction surveying for nesting birds and raptors, lacks the specific performance criteria to make the measure enforceable. First, the surveying dates should be updated to correctly reflect the avian breeding season recognized by the CDFW, which is between February 1 and September 15. Second, a preconstruction survey conducted by a single biologist within 7 days of the start of construction would not detect the nest sites on the 170.21-acre Project site. The biologist would need to identify birds that are breeding and locate their nests. (*Id.* at 42-43.) Third, even if all the nests could be found, the mitigation measure would still only apply to the breeding season of the survey. The Project would still result in the loss of birds every subsequent year. Finally, the mitigation language allows a single biologist to make a subjective decision to determine the buffer area for any given species of bird. The decision would also be outside of public review. There is no evidence

provided or cited that the proposed buffers have been effective anywhere. (*Id.* at 43.) This mitigation measure lacks specific performance criteria to make it enforceable, and thus fails to reduce impacts below a significant level. The FEIR should be revised to make this measure enforceable in order to mitigate this impact to the extent feasible.

The FEIR lacks substantial evidence to conclude that the proposed 35-acre conservation easement would protect the wetland features within and downstream of the easement area. The Project would reduce inflows to wetlands on and around the site, and runoff from the Project would pollute and damage the wetlands. These issues were also raised by CDFW in its February 21, 2025, comment letter, but were not adequately addressed in the FEIR. This measure includes no performance standards to assess the measure's efficacy, nor are additional actions required if the measure fails to protect wetland features. The FEIR should be revised to properly mitigate the substantial impact to wetlands on and around the Project site.

Finally, Mitigation Measure 4.3-5 only requires that recommendations be made to retain oak trees, but such recommendations would be made outside of public participation and would not be required to be implemented. (Smallwood, at 44.) Like the DEIR, the FEIR's characterization of the Project site's oak trees is still inaccurate because it continues to fail to disclose the existence and locations of nine of the trees on the Project site. (*Id.*; FEIR, p. 2-23) Dr. Smallwood states that most of the trees on the site occur where grading would be required to construct the Project. (Smallwood, at 44.) This mitigation measure lacks objective criteria or commitment to implementation of the recommendations and is thus unenforceable.

For the Project to implement all feasible mitigation at least for the potential impacts currently acknowledged in the DEIR, Dr. Smallwood suggested the DEIR be revised to include the following mitigation measures:

- **Burrowing owl:** Now that the burrowing owl is a candidate species for listing under the California Endangered Species Act, consultation with the CDFW is going to be necessary. Furthermore, it is likely that the CDFW will require mitigation for loss of foraging habitat.
- **Crotch's bumble bee and short eared owl:** I concur with the CDFW's comments in its letter to the City of 21 February 2025 that detection surveys should have been completed in support of the DEIR to disclose potential impacts to these species and to formulate appropriate mitigation. Based on my reading of the DEIR, no such surveys have been completed, and there is no mitigation measure directed to Crotch's bumble bee or short-eared owl.
- **Westen spadefoot:** The project site looks to me like western spadefoot habitat. I therefore agree with CDFW's comments in its letter to the City of 21 February 2025 that the site has yet to be surveyed for the presence of western spadefoot. Although a detection survey is not a legitimate mitigation measure, but rather an essential means to gather information needed to characterize the existing environmental setting and to disclose potential impacts, I concur with the CDFW's recommendation to conduct the appropriate surveys according to the available protocol.

- **Wildlife Movement:** During my surveys, multiple listed and other special-status species of birds made use of the project site for movement. Hundreds of tricolored blackbirds, did so, and so did bald eagle, white-tailed kite, northern harrier, osprey and American white pelicans, and the vast majority of these birds moved north-south. These movement directions would be impeded by the 65-foot-tall buildings that would span the east-west width of the project site. A reasonable mitigation measure would be to reduce the footprint of the project to leave at least half of the east-west span of the property in its present state.
- **Road Mortality:** Compensatory mitigation is needed for the increased wildlife mortality that would be caused by bird-window collisions and the project-generated road traffic in the region. I suggest that this mitigation can be directed toward funding research to identify fatality patterns and effective impact reduction measures such as reduced speed limits and wildlife under-crossings or overcrossings of particularly dangerous road segments. Compensatory mitigation can also be provided in the form of donations to wildlife rehabilitation facilities (see below).
- **Fund Wildlife Rehabilitation Facilities:** Compensatory mitigation ought also to include funding contributions to wildlife rehabilitation facilities to cover the costs of injured animals that will be delivered to these facilities for care. Many animals would likely be injured by collisions with the building's windows and with automobiles traveling to and from the building. (Smallwood, at 44-45).

However, none of these mitigation measures were included in the FEIR. Given the deficiencies in identifying special status species using the Project site's habitat and other shortcomings described above, the FEIR also will need to include additional mitigations for those unaddressed impacts. Even for the species addressed, the FEIR does not implement all feasible mitigation measures to reduce the Project's wildlife impacts below a significant level. Therefore, the FEIR should be revised to ensure the effectiveness of the current mitigation measures and adopt additional measures to reduce the Project's significant impacts to wildlife.

B. There is Substantial Evidence that the Project Will Have Significant Adverse Impacts Regarding Air Quality, Health Risks, and Energy that the FEIR Fails to Disclose, Analyze and/or Mitigate

Air quality expert and environmental engineer, Patrick Sutton of environmental consulting firm Baseline has prepared his expert evaluation of the DEIR's discussion of potential air quality impacts and concludes that the DEIR's analysis is insufficient or not supported by substantial evidence, in particular, its assessment of emissions for the carcinogen diesel particulate matter ("DPM"). Mr. Sutton's comment letter and curriculum vitae are attached as Exhibit D. After reviewing the FEIR, the comments that Mr. Sutton raised on the DEIR still apply to the FEIR.

1. The FEIR's air quality analysis is not based on substantial evidence because it underestimates the Project's emissions.

The DEIR did not adequately analyze impacts to air quality because it underestimates the Project's maximum daily emissions of reactive organic gases (ROG), nitrogen oxides (NOx), and coarse particulate matter (PM10). Neither does the FEIR. According to the default model assumptions, the duration for construction of the proposed buildings would be 740 workdays. The DEIR assumes that construction would be completed within 266 workdays, which is roughly one third of the default model's assumptions. (DEIR, Appendix C; Sutton, at 1.) The FEIR also adopts these assumptions. Meeting the shorter timeline would require the Project to increase the amount or intensity of construction activity. However, the DEIR and FEIR do not increase the amount of off-road equipment or vehicles needed to expedite the construction schedule. Neither the DEIR nor the FEIR provides an explanation for reducing the building construction schedule without increasing the intensity of daily construction activities. (Sutton, at 1.) As a result, the DEIR and FEIR underestimate the daily emissions of criteria pollutants. The FEIR should be revised to analyze and mitigate air quality impacts based on an accurate estimate.

The DEIR also completely omits analysis of the Project's emissions from the architectural coating phase. The default values for total lot acreage and building area of the proposed warehouse were changed to zero without explanation. These values are used to estimate emissions of ROG. Consequently, the DEIR assumed there would be no emissions associated with the painting of over 6 million square feet of interior and exterior surface areas during construction. (*Id.*) However, the FEIR included a minor clarification:

[B]ased on typical construction practices, the architectural coating phase of construction was assumed to begin two weeks after the commencement of the building construction phase and occur over a similar number of days. (FEIR, p. 2-243.)

The FEIR explains that these "minor text revisions clarify the inputs used in the emissions modeling and reproduces information that was available in Appendix C of the Draft EIR. The foregoing changes do not affect the conclusions presented within the Draft EIR." (*Id.*) However, this minor addition to the text does not justify changing the default totals to zero in the air modeling. These emissions represent a potential significant impact which was ignored in the DEIR and FEIR. The FEIR should be revised to include an analysis of the ROG emissions from the Project's architectural coating phase.

Additionally, the DEIR estimated that the unmitigated maximum daily emissions of ROG, NOx, and PM10 would exceed the Butte County Air Quality Management District's ("BCAQMD") significance thresholds. (DEIR, at 4.2047.) Even if Mitigation 4.2-2(a) were implemented to remove emissions from off-road equipment, the estimated emissions of ROG and NOx will still exceed the applicable BCAQMD significance thresholds. Based on Mr. Sutton's calculations, the ROG and NOx emissions are also approximately 160% and 400% higher than the emissions estimated in the DEIR. (Sutton, at 4.) The FEIR contains no updated air analysis to fix these errors or justify its ROG and NOx calculations in the DEIR. Therefore,

the FEIR is not supported by substantial evidence because it has significantly underestimated criteria air pollutants that would be generated by the Project. The FEIR should be revised to analyze and mitigate the Project's air quality impacts below a significant level.

The DEIR is not supported by substantial evidence justifying its estimation of mobile emissions of criteria air pollutants during operation of the Project. The default VMT and associated emissions from the warehouse and office land uses were reduced by roughly 19 percent. (DEIR, at 4.2-40.) However, the project-specific VMT estimates were limited to a study area boundary within Butte county, (DEIR, Appendix L), which does not account for the total VMT and associated emissions that would be generated by the project within the Sacramento Valley Air Basin. Similarly, the fleet mix used in the DEIR does not account for heavy-duty truck trips that would be generated by the proposed warehouses. (Sutton, at 4.) Adjusting the model for these emissions, Mr. Sutton's analysis provides substantial evidence that the Project's air pollution emissions and VMT increases exceed the applicable thresholds. (*Id.*, at 3-5.) The FEIR continues to rely on the calculations provided in the DEIR and its appendices. Therefore, the FEIR should be revised to analyze and mitigate the Project's air quality and VMT impacts below a significant level.

The FEIR's underestimations of the Project's ROG, NO_x, and PM₁₀ emissions render the air pollution analysis inaccurate because it is not based on substantial evidence. In addition, the Project's VMT analysis is flawed because it fails to account for the total VMT that would be generated in the Sacramento Valley Air Basin. The FEIR should be revised to analyze and mitigate these potentially significant impacts and impose sufficient mitigation requirements.

2. The FEIR failed to adequately analyze the health risk impacts resulting from the Project's construction and operational emissions and lacks substantial evidence to conclude that the Project will not result in significant impacts to human health.

Neither the DEIR nor the FEIR adequately analyzes the Project's potential impacts to human health. The Project would generate DPM emissions from the exhaust of off-road diesel equipment that could pose a health risk to nearby sensitive receptors. The California Air Resources Board has identified DPM as a toxic air contaminant (TAC) based on its potential to cause cancer and other adverse health effects. Adverse health effects associated with particulate matter can vary based on factors such as particle size, source, and chemical composition. DPM is typically composed of carbon particles and a variety of organic compounds including more than 40 known cancer-causing organic substances. (Sutton, at 5.)

The DEIR states that:

Due to the temporary nature of construction and the relatively short duration of potential exposure to associated emissions, the potential for any one sensitive receptor in the area to be exposed to concentrations of pollutants for a substantially extended period of time would be low. In addition, as discussed above, the nearest sensitive receptors to the project site are the rural residences located west of the

project site, with the nearest residence located approximately 500 feet from the site. DPM is a highly dispersive gas, and concentrations of DPM decline rapidly with distance. Prevailing winds are from the south and southwest. As a result, construction-related emissions would primarily flow towards the north and northeast, away from the nearest sensitive receptors. Therefore, construction associated with the proposed project would not be expected to expose any sensitive receptors to substantial pollutant concentrations. (DEIR, at 4.2-51.)

The FEIR also states that:

Because DPM is highly dispersive, the fact that construction equipment would operate intermittently throughout the entire approximately 170.21-acre project site would have a large effect on the potential for project construction to result in health-related impacts through emissions of DPM. The large area of the project site would allow DPM to disperse and concentrations to decrease prior to exposure of receptors at the nearest residence located approximately 500 feet from the site. Such dispersal reduces the likelihood that the proposed project would result in health-related impacts. (FEIR, p. 2-133.)

The DEIR and FEIR's assertions contradict the Office of Environmental Health Hazard Assessment's (OEHHA) guidance for health risk assessments, which states that uncertainty in assessing short-term exposure to TACs only applies to construction activities lasting less than two months. (Sutton, at 6; Office of Environmental Health Hazard Assessment (OEHHA), AirToxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments (February 2015).) A copy of OEHHA's guidance is attached hereto as Exhibit E. Here, the Project's construction is estimated to occur over 20 months, which is 10 times the limit for short term exposures recommended by OEHHA. The FEIR must be revised to analyze the DPM exposure risk of the Project.

Moreover, OEHHA states that there is valid scientific concern regarding the health effects on children exposed to airborne carcinogens such as DPM. OEHHA estimates that the cancer risk for a child can be up to 48 times higher than an adult exposed to the same concentration of DPM. (*Id.*; Sutton, at 6.) Given the long-term nature of construction and the underestimation of air pollutants during Project construction, the cancer risks to nearby sensitive receptors should be evaluated and added to the other cancer risks associated with Project operation.

Furthermore, DEIR's analysis of operational health risks to nearby sensitive receptors lacks substantial evidence to conclude that there is no significant impact. (Sutton, at 6.) Even the FEIR, states that "DPM exposure that would occur during operation of the proposed project, and the subsequent cancer risk, is anticipated to be greater than the DPM exposure and associated cancer risk that would occur during project construction activities," but still concludes that the operational health risks to nearby sensitive receptors would result in no significant impact. (FEIR, p. 2-134.) The estimated cancer risk to the most exposed receptor would be 14.5 in one million, which exceeds the BCAQMD threshold of 10 in one million. Furthermore, the sensitive

receptor measurements are taken from the center of the Project site, rather than the area of the Project site that will be a source of emissions that is nearest to sensitive receptors. It is unlikely that Project emissions would be confined to this area, therefore the cancer risk is likely even higher than reported. This represents a significant impact which needs to be addressed in a revised DEIR.

The FEIR fails to analyze the Project's impacts to human health through construction and operational health risk assessments, as well as omitting analysis of health impacts from DPM emissions. The FEIR should be revised to conduct this analysis and mitigate the Project's impacts to human health.

3. The FEIR fails to mitigate the Project's air quality impacts below a significant level.

As demonstrated *supra*, the DEIR and FEIR fail to adequately analyze the Project's significant air quality impacts and Mr. Sutton has presented substantial evidence that the Project will result in significant air quality impacts. The FEIR states:

The Draft EIR determined that with implementation of Mitigation Measures 4.2-1(a) and 4.2-1(b), impacts related to construction emissions of criteria pollutants would be less than significant. Thus, additional mitigation measures are not required to be implemented to further reduce construction-related ROG and NOX emissions beyond what is presented in the Draft EIR. (FEIR, 2-136.)

The FEIR's mitigation measures do not reduce the Project's air quality impacts below a significant level. The DEIR states that the maximum daily unmitigated emissions of NOx during project construction would exceed the BCAQMD's significance threshold. The DEIR and FEIR claim that implementing Mitigation Measures 4.2-1(a)-(b) will reduce NOx emissions below the significance threshold. However, Mitigation Measure 4.2-1(a) does not support this determination.

Mitigation Measure 4.2-1(a) requires the Project to use "Tier 3 or Tier 4 off-road construction equipment, or hybrid, electric, or alternatively fueled equipment (or any combination of the above), and/or all on-road heavy-duty haul trucks be model year 2010 or newer, sufficient to achieve a fleet-wide average reduction in construction-related NOx emissions to below the applicable BCAQMD thresholds of significance (137 lbs./day and 4.5 tons/yr)." However, the use of off-road equipment with Tier 3 engines has not been evaluated in the DEIR or FEIR. In addition, Mitigation Measure 4.2-1(a) does not establish a performance standard for ensuring that the measure can be enforced. Mr. Sutton suggests a variety of performance standards which would allow the City to inspect the Project during construction to ensure the mitigation measure is being completed. (Sutton, at 3.) This measure should be revised to require Tier 4 construction equipment and ensure that NOx emissions are reduced to below a significant level.

Furthermore, Mitigation Measure 4.2-3 restricts the Project to allow for only two of the

warehouses to be occupied by tenants with fleets primarily comprised of diesel-powered heavy-duty trucks, it also includes the following exception:

In the event that there is a disruption in the manufacturing of zero emission heavy-duty trucks or that sufficient vehicles are not commercially available, implementation of this mitigation measure would be rendered infeasible, and further pursuit of implementation shall not be required.

Although the DEIR and FEIR acknowledge that the Project's operational contribution to cumulative health risks would remain significant and unavoidable even with implementation of Mitigation Measure 4.2-3, the measure itself remains highly disingenuous and speculative. (See, FEIR, p. 2-135.)

Mitigation Measure 4.2-3 does not address DPM emissions for trucks not owned or operated by the warehouse tenants that may deliver goods to or from the Project site. Nor does it stipulate how often the warehouse tenants need to submit documentation of their heavy-duty truck fleets to the City for review. It is unclear whether there are any enforcement measures the City can apply to address potential noncompliance with Mitigation Measure 4.2-3. Nor is it clear whether City staff has the professional expertise to be able to effectively determine whether cumulative cancer risk from operation of all the warehouses would exceed BCAQMD's threshold based on a health risk assessment. Finally, the DEIR and FEIR do not evaluate health risks to nearby sensitive receptors exposed to DPM emissions from emergency diesel generators on the Project site. (Sutton, at 7-8.) Therefore, Mitigation Measure 4.2-3 is ineffective and does not reduce the Project's DPM emissions and associated health risks to the maximum extent feasible. The FEIR should be revised to evaluate more effective mitigation measures.

The FEIR fails to implement all feasible mitigation measures, and several of the mitigation measures in the FEIR are largely toothless. Therefore, the FEIR should be revised to include all feasible mitigation measures, based on a more thorough analysis of the Project's air quality impacts.

4. The FEIR fails to adequately disclose, analyze and/or mitigate the Project's potentially significant impacts on energy resources.

Contrary to the FEIR, the construction and operation of the Project could potentially cause wasteful, inefficient, and unnecessary consumption of energy.

The standard under CEQA is whether the Project would result in wasteful, inefficient, or unnecessary consumption of energy resources. Failing to undertake "an investigation into renewable energy options that might be available or appropriate for a project" violates CEQA. (*California Clean Energy Committee v. City of Woodland* (2014) 225 Cal.App.4th 173, 213.) Energy conservation under CEQA is defined as the "wise and efficient use of energy." (CEQA Guidelines, app. F, § I.) The "wise and efficient use of energy" is achieved by "(1) decreasing overall per capita energy consumption, (2) decreasing reliance on fossil fuels such as coal, natural gas and oil, and (3) increasing reliance on renewable energy resources." (*Id.*)

Noting compliance with the California Building Energy Efficiency Standards (Cal. Code Regs., tit. 24, part 6 (Title 24)) and CALGreen Code does not constitute an adequate analysis of energy. (*Ukiah Citizens for Safety First v. City of Ukiah* (2016) 248 Cal.App.4th 256, 264-65.) Similarly, the Court in *City of Woodland* held as unlawful an energy analysis that relied on compliance with Title 24, that failed to assess transportation energy impacts, and that failed to address renewable energy impacts. (*City of Woodland*, 225 Cal.App.4th at pp. 209-13.) The FEIR states:

The Draft EIR considered the construction energy use, building energy demand, and transportation energy demand associated with the proposed project, as well as consistency with the applicable State and local plans, including the CARB In-Use Off-Road Diesel Vehicle Regulation, the CARB Diesel Off-road Online Reporting System, applicable BCAQMD rules and regulations, the CALGreen Code, and the Building Energy Efficiency Standards. (FEIR, p. 2-140.)

As such, the FEIR's reliance on Title 24 and CALGreen compliance and other State and local plans does not satisfy the requirements for an adequate discussion of the Project's energy impacts.

The DEIR and FEIR summarily conclude that the Project would not result in significant impacts due to the inefficient, wasteful, and unnecessary consumption of energy. There is no discussion of the Project's cost effectiveness in terms of energy requirements.. The greenhouse gas (GHG) discussion in the DEIR fails to address GHG emissions resulting from energy production and energy savings measures, as well as energy conservation. As such, the FEIR conclusions are unsupported by the necessary discussions of the Project's energy impacts under CEQA.

Under *League to Save Lake Tahoe*, the agency has to implement all feasible energy mitigation measures unless it has substantial evidence to show that the proposed measures are infeasible. (*Save Lake Tahoe*, 75 Cal.App.5th at 166-168; see also, *id.*, pp. 159-163.) An example of a feasible mitigation measure would be the installation of solar panels on the Project that produce sufficient energy to cover the Project's and its future tenants' power needs. Because such equipment is technically feasible and likely cost efficient over time, the FEIR must implement it as an energy efficient mitigation measure, or at minimum, provide substantial evidence that implementing such a mitigation measure is unfeasible, which the FEIR fails to do. Instead, the FEIR states that solar is infeasible because "the proposed buildings are speculative, and future tenants are unknown at this time." (FEIR, p. 2-140.) This does not constitute substantial evidence. As such, the FEIR's conclusion is unsupported by the necessary discussions of the Project's energy impacts under CEQA.

In conclusion, because the FEIR failed to adequately analyze and mitigate the Project's potentially wasteful, inefficient, and unnecessary consumption of energy, an RDEIR should be prepared to address the Project's potential significant energy impacts, and to mitigate those impacts accordingly.

III. CONCLUSION

LIUNA requests that the Planning Commission refrain from approving of the FEIR and Project to allow staff additional time to address the concerns raised herein in a RDEIR. Please include this letter in the record of proceedings for this project. Thank you for your attention to these comments.

Sincerely,

A handwritten signature in cursive script, reading "Victoria Yundt".

Victoria Yundt
Lozeau | Drury LLP

**CITY OF OROVILLE
RESOLUTION NO. 9423**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL DENYING AN APPEAL
OF THE OCTOBER 23, 2025, DECISION OF THE OROVILLE PLANNING
COMMISSION TO CERTIFY AN ENVIRONMENTAL IMPACT REPORT FOR THE
SPECULATIVE SOUTH OPHIR WAREHOUSE PROJECT**

WHEREAS, on October 23, 2005, the City of Oroville Planning Commission (Commission) at a noticed public hearing considered public testimony regarding the South Ophir Road Warehouse Project Environmental Impact Report (EIR), and

WHEREAS, the EIR assesses impacts from a speculative 3.2 million square-foot warehouse or smaller project, and

WHEREAS, the impacts are for the maximum project that can be built on that site, and

WHEREAS, the Commission Certified the EIR including the Draft EIR and Final EIR with appropriate findings, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program, and

WHEREAS, the City Council has heard the appeal of the EIR certification at its regular meeting of December 2, 2025.

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

1. The appeal of the EIR certification is denied, and the certification is upheld.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on December 2, 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

David Ritchie, Asst. City Attorney

ATTEST:

Kayla Reaster, Asst. City Clerk

**CITY OF OROVILLE
RESOLUTION NO. 9424**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING AN APPEAL
OF THE OCTOBER 23, 2025, DECISION OF THE OROVILLE PLANNING
COMMISSION TO CERTIFY AN ENVIRONMENTAL IMPACT REPORT FOR THE
SPECULATIVE SOUTH OPHIR WAREHOUSE PROJECT**

WHEREAS, on October 23, 2005, the City of Oroville Planning Commission (Commission) at a noticed public hearing considered public testimony regarding the South Ophir Road Warehouse Project Environmental Impact Report (EIR), and

WHEREAS, the EIR assesses impacts from a speculative 3.2 million square-foot warehouse or smaller project, and

WHEREAS, the impacts are for the maximum project that can be built on that site, and

WHEREAS, the Commission Certified the EIR including the Draft EIR and Final EIR with appropriate findings, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program, and

WHEREAS, the City Council has heard the appeal of the EIR certification at its regular meeting of December 2, 2025.

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

1. The appeal of the EIR certification is approved, and the certification is rescinded.
2. Staff shall take the necessary steps to address identified shortcomings in the EIR and circulate a revised Draft EIR prior to any project approvals.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on December 2, 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

David Ritchie, Asst. City Attorney

ATTEST:

Kayla Reaster, Asst. City Clerk