



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

December 05, 2023
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/UCAoRW34swYI85UBfYqT7IbQ/>
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 of 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: Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney to consider the employment related to the following position: Assistant Police Chief.
2. Pursuant to Government Code Section 54957.6, the Council will meet with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All Bargaining Units.
3. Pursuant to Government Code section 54956.8, the Council will meet with Real Property Negotiators, City Administrator and City Attorney, regarding the following property: APN 035-380-068; 035-380-067; and 038-380-061.
4. 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 – One case.
5. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney to consider the annual evaluation of performance related to the following positions: All Department Heads

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. Resolution in Recognition of Karolyn Fairbanks

The Oroville City Council will consider adopting Resolution No. 9203, A Resolution Honoring Karolyn Fairbanks.

ACTION REQUESTED - ADOPT RESOLUTION AND AUTHORIZE THE MAYOR TO SIGN.

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 - 8** 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. City of Oroville November 7, 2023 Regular Meeting Minutes

Submitted for approval are the regular meeting minutes for the City Council meeting held on November 7, 2023.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

2. Amendment to Professional Services Agreement with Trover Construction Project Management LLC to Extend Expiration Date Related to 20-CDBG-12067

The City Council may consider amending Professional Services Agreement with Trover Construction Project Management LLC to perform owner-occupied rehabilitation contractor services for the City of Oroville Housing Rehabilitation Program to extend the expiration date of the agreement. The grant expenditure deadline is May 31, 2024, therefore staff would like to extend the agreement with Trover Construction Project Management LLC to align with the grant. Additionally, Trover Construction Project Management has been assisting the City with First Time Homebuyer inspections.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9202 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND A PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC TO PROVIDE PROGRAM SERVICES THROUGH DECEMBER 31, 2024 (Agreement No. 3484)

3. Letter of Support for State Parks OEP Grant

Feather River Recreation and Park District (FRRPD) is kindly requesting the City of Oroville's assistance in supporting their application for the State Parks Outdoor Equity Program Grant by writing and executing a letter of support.

ACTION REQUESTED - APPROVE LETTER AND AUTHORIZE THE MAYOR TO SIGN.

4. Consideration of a Resolution Declaring the Property Located at 1275 Mitchell Avenue as Exempt Surplus Land and Making Associated Findings

The City Council may consider approving a resolution declaring the City-owned property known as 1275 Mitchell Avenue (APN 035-250-002) as Exempt Surplus Land and making associated findings. This resolution is to declare the property as "exempt surplus land" appropriate for disposition for affordable housing development pursuant to Government Code Section 54221 (f)(1)(A), and to make certain findings regarding the sale of the parcel pursuant to Government Code Section 37364.

ACTION REQUESTED - ADOPT RESOLUTION NO. 9199 - A RESOLUTION DECLARING THE PROPERTY LOCATED AT 1275 MITCHELL AVENUE AS EXEMPT SURPLUS LAND AND MAKING ASSOCIATED FINDINGS.

5. Consideration of a Resolution Declaring the Property Located at 711 Montgomery Street as Exempt Surplus Land and Making Associated Findings

The City Council may consider approving a resolution declaring the City-owned property known as 711 Montgomery Street (APN 012-064-001) as Exempt Surplus Land and making associated findings. This resolution is to declare the property as “exempt surplus land” appropriate for disposition for affordable housing development pursuant to Government Code Section 54221 (f)(1)(A), and to make certain findings regarding the sale of the parcel pursuant to Government Code Section 37364.

ACTION REQUESTED - ADOPT RESOLUTION NO. 9201 - A RESOLUTION DECLARING THE PROPERTY LOCATED AT 711 MONTGOMERY STREET AS EXEMPT SURPLUS LAND AND MAKING ASSOCIATED FINDINGS.

6. Amendment to the Sub-Recipient Agreement Number 3437 with the Oroville Rescue Mission for Direct Services and Housing Under Encampment Resolution Funding, American Rescue Plan Act Funding and Other State and Federal Funding

The City Council may consider amending the Sub-recipient Agreement No. 3437 with the Oroville Rescue Mission to provide direct services and housing associated with the Mission Esperanza project, while utilizing Encampment Resolution Funding (ERF), American Rescue Plan Act (ARPA) Funding and other state and federal grant funding.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9200 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED SUB-RECIPIENT AGREEMENT WITH THE OROVILLE RESCUE MISSION TO INCREASE THE AMOUNT BY \$612,526.00 AND TO EXTEND THE AGREEMENT TO APRIL 30, 2027, TO PROVIDE DIRECT SERVICES AND HOUSING IN RELATION TO THE ENCAMPMENT RESOLUTION FUNDING – (Agreement No. 3437-1), AS WELL AS AMERICAN RESCUE PLAN ACT (ARPA) AND OTHER STATE AND FEDERAL FUNDING.

7. Warming and Cooling Center Agreement

Agreement with the Rescue Mission (Mission) to provide space as a seasonal warming and cooling center during days and nights when temperatures are at unhealthy levels for those with no access to shelter.

ACTION REQUESTED -

APPROVE A TWO-YEAR AGREEMENT WITH THE MISSION TO OPERATE A WARMING AND COOLING CENTER TO PROVIDE A HEALTH AND SAFETY BENEFIT FOR THE UNHOUSED.

8. 2024 City of Oroville Meeting Schedule

The Council may consider adopting a meeting schedule for the 2024 calendar year.

ACTION REQUESTED -

APPROVE THE PROPOSED CITY OF OROVILLE 2024 MEETING SCHEDULE

REGULAR BUSINESS

HYPERLINK "appIS5ea22e2e6b734200bfc347708789f4cc" HYPERLINK

"appISd9f47b2f1a4042d6a8f607f16a33ca64"[9. Approval of New Logo](#)

[City Council consideration of a new logo as approved with community participation.](#)

[ACTION REQUESTED -](#)

[APPROVE THE LOGO AS PRESENTED IN ATTACHMENT A](#)

10. Approval of Commercial Purchase Agreement and Joint Escrow Instructions

The City Council authorized staff to enter into negotiations related to a new site for relocation of the corporation yard. Staff has tentatively agreed with a property owner for the purchase of a site suitable for the City's needs. The Council will consider approval of the commercial purchase agreement and joint escrow instructions for the property located at 655 Cal Oak Road in Oroville ("Property") which is currently the site of Endeavor Homes, Inc.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9197 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY OF OROVILLE AND ENDEAVOR HOMES, INC.

11. Presentation of Airport Update and Request to Modify Contract Between the City of Oroville and JenCo Aviation

Staff will provide an update as requested by City Council, on the status of the airport for 2023 including timeline for upcoming projects, potential for growth opportunities and Jennifer Anderson, DBA JenCo Aviation, will provide an update on operations of the FBO at Oroville Airport. Additionally, Council is requested to approve changes to the contract between JenCo Aviation and the City of Oroville following a review of the contract by staff and City Attorney.

ACTION REQUESTED -

APPROVE THE CHANGES TO THE CONTRACT BETWEEN JENCO AVIATION AND THE CITY OF OROVILLE TO INCLUDE ALL UTILITIES AT FBO, THE STIPEND FOR THE FUEL TRUCK, AND COSTS ASSOCIATED WITH MAINTENANCE OF THE PORTION OF THE TRUCK THAT DISPENSES FUEL TO JET AIRCRAFT.

12. City Participation in the Statewide Community Infrastructure Program (SCIP) and Bond Opportunities for Land Development (BOLD) Programs

The City Council will consider entering into a Joint Power Agreement (JPA) with two agencies in order to provide developers access to pooled bond opportunities which will provide low-cost financing for infrastructure improvements and impact fees.

ACTION REQUESTED -

DIRECT STAFF TO RETURN TO COUNCIL DURING A FUTURE MEETING TO HOLD A PUBLIC HEARING AND APPROVE A RESOLUTION TO PARTICIPATE, AND PROVIDE AUTHORIZATION TO ENTER INTO A JPA WITH THE CSCDA AND THE CMFA AGENCIES.

13. Options for Filling Vacant Treasurer Position

With the untimely passing of Karolyn Fairbanks, the position of City Treasurer became vacant. (Government Code section 1770.) Pursuant to Government Code Section 36512, the City Council may select the process by which the vacancy may be filled.

ACTION REQUESTED -

THE COUNCIL HAS THE OPTION TO MAKE A PROVISIONAL APPOINTMENT OR TO ORDER A SPECIAL ELECTION. IF THE COUNCIL DESIRES TO MAKE A PROVISIONAL APPOINTMENT, THE COUNCIL SHOULD DETERMINE THE DEADLINES AND A TIMELINE FOR THE PROVISIONAL APPOINTMENT.

14. Approval of Software Payroll Contract

The City Council may consider a new payroll software contract with Tyler Technologies.

ACTION REQUESTED -

APPROVE THE MAYOR TO SIGN THE QUOTE FOR SERVICES FROM TYLER TECHNOLOGIES FOR PAYROLL AND HUMAN RESOURCE SOFTWARE.

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

15. Feather River Recreation and Park District Nexus Fee Study and Proposed Fee Increases

The Council may consider adopting the Feather River Recreation and Park District Park Impact Fee Nexus Study along with an eight-year phased in approach to implement the new Park impact fees.

ACTION REQUESTED -

ADOPT THE FEATHER RIVER RECREATION AND PARK DISTRICT IMPACT FEE NEXUS STUDY;

ADOPT RESOLUTION IMPLEMENTING THE NEW FEE SCHEDULE, PHASED IN OVER THE NEXT EIGHT YEARS; AND

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 19, 2023 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

Resolution No. 9203

WHEREAS, it is with deep sorrow and a profound sense of loss that we, the members of the Oroville City Council, acknowledge the passing of our esteemed colleague, Karolyn Fairbanks, who served with unwavering dedication as a City Council Member; Vice Mayor; City Treasurer, and so much more.

WHEREAS, Karolyn Fairbanks, a woman of indomitable spirit and boundless compassion, dedicated a significant portion of her life to public service, tirelessly advocating for the well-being of our community; and

WHEREAS, during her tenure on the City Council, Karolyn demonstrated exemplary leadership, a keen understanding of the issues facing our community, and an unyielding commitment to fostering positive change; and

WHEREAS, as Vice Mayor, Karolyn brought a unique blend of intelligence, grace, and humility to her role, earning the respect and admiration of her colleagues, City staff, and constituents alike; and

WHEREAS, Karolyn's legacy is etched in the work she championed, the projects she supported, and the countless lives she touched through her selfless service; and

WHEREAS, her passion for community building extended beyond the confines of City Hall, as Karolyn was actively involved in various local organizations and initiatives aimed at enhancing the quality of life for all residents; and

WHEREAS, the loss of Karolyn Fairbanks leaves an irreplaceable void in our hearts and in the fabric of our community, as we remember her not only as a dedicated public servant, but also as a cherished friend and advocate for justice, equity, and progress;

NOW, THEREFORE, BE IT RESOLVED, that the Oroville City Council extends its deepest condolences to the family, friends, and loved ones of Karolyn Fairbanks, expressing our gratitude for sharing her with us and acknowledging the profound impact she made on the lives of those she served; and

BE IT FURTHER RESOLVED, that this resolution be entered into the official records of the Oroville City Council, a lasting tribute to the memory of Karolyn Fairbanks and a reminder of the enduring legacy of her contributions to our community.

PASSED AND ADOPTED by the Oroville City Council, on this 5th day of December, 2023.

AYES:

NOES:

ABSTENTION:

ABSENT:

Attest:

Kayla Reaster, Asst. City Clerk

David Pittman, Mayor
City of Oroville



**November 07, 2023
MEETING MINUTES**

This meeting was recorded live and can be viewed at cityoforoville.org or on Youtube. The agenda was posted on November 3, 2023 at 4:00PM

CALL TO ORDER / ROLL CALL

PRESENT: Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

STAFF: City Administrator, Brian Ring; Assistant City Administrator, Ruth Duncan; Assistant City Clerk, Kayla Reaster; Business Assistance and Housing Director, Amy Bergstrand; Community Development Director, Pat Piatt; Public Works Director, Fred Mayo; Code Enforcement Director, Ron Belser; City Attorney, Scott Huber; Chief of Police, Bill LaGrone

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney to consider employment related to the following position: Assistant Police Chief.
2. Pursuant to Government Code Section 54957.6, the Council will meet with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: Oroville Police Officers Association - Sworn and Non-Sworn.
3. 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 – One case.
4. Pursuant to Government Code section 54956.9(d)(4), the Council will meet with the City Administrator and City Attorney regarding potential initiation of litigation – One case.
5. Pursuant to Government Code section 54956.8, the Council will meet with Real Property Negotiators, City Administrator and City Attorney, regarding the following property: APN 012-190-021-000.

OPEN SESSION

1. **Announcement from Closed Session** – Mayor Pittman stated that information was received, direction was given, and no reportable action was taken.
2. **Pledge of Allegiance** – Led by Brooklyn French, Envy Rivera, and Rylee Murray - students at Ophir Elementary School.

3. **Adoption of Agenda** – Motioned by: Vice Mayor Smith Seconded by: Council Member Riggs

The City Council adopted the agenda by the following unanimous vote:

- AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
- NOES: None
- ABSTAIN: None
- ABSENT: None

PRESENTATIONS AND PROCLAMATIONS

Mayor Pittman read Resolution 9191 recognizing the five-year anniversary of the 2018 Camp Fire. The City Council passed the resolution with the following unanimous vote:

- AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
- NOES: None
- ABSTAIN: None
- ABSENT: None

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Bryan Williams; Linda Draper; James Whittaker; Amy Finken Keller; and Bill Speer

REPORTS / DISCUSSIONS

1. **Council Announcements and Reports**
 - A. **Mayor Pittman:** Provided an update on BCAG.
 - B. **Council Member Riggs:** Spoke on Small Business Saturday, reminded those in attendance that it is due to take place on Saturday, November 18, 2023.
2. **Administration Reports**
 - A. **Brian Ring, City Administrator,** provided a Charter Review update to Council. He also spoke on a Library Tax.
 - B. **Bill LaGrone, Police Chief,** spoke on the security trailer by the Oroville Inn and how it's use is assisting the City.
 - C. **Patrick Piatt, Community Development Director,** spoke on the upcoming event at the Southside Community Center. He stated the public was welcome to come and participate in the workshop.
 - D. **Fred Mayo, Public Works Director,** spoke on the traffic speed and study results regarding school zones.

CONSENT CALENDAR

Consent calendar items 1 - 6 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.

Motioned: Council Member Riggs Seconded: Council Member Thomson

1. Approval of the October 17, 2023 Oroville City Council Meeting Minutes

The Council approved the Minutes of October 17, 2023 by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

2. Approval to Submit to the Department of Resources Recycling and Recovery (CalRecycle) an Application for a SB 1383 Local Assistant Grant in the Amount of \$75,000 and Execute All Necessary Grant Related Documents

The Council adopted Resolution No. 9192 – approval to submit to the Department of Resources Recycling and Recovery (CalRecycle) an application for SB 1383 Local Assistance Grant 24932 in the amount of \$75,000 by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

3. Oroville Arts Commission Art Beautification NOFA Award

The Council approved the Arts Commission recommendation; and adopted Resolution No. 9193 - A resolution of the Oroville City Council authorizing and directing the Mayor to execute grant agreements relating to the Oroville Arts & Beautification projects by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

4. Amend Permanent Local Housing Allocation (PLHA) Resolution No. 8889

The Council adopted Resolution No. 8889.1 - A resolution to amend Resolution No. 8889 of the City Council of the City of Oroville, California authorizing the application, and receipt of, PLHA Planning Grant program fund by the following unanimous vote:

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

13. Financial Analysis for Fiscal Year Ended June 30, 2023

The Council received the Financial Analysis report for the Fiscal Year Ended June 30, 2023 for information.

14. Fee Waiver From Just Send it Cornhole

The Council voted unanimously to waive a portion of the fees to match the previous rate of \$30 per event for Just Send It Cornhole.

Motioned: Council Member Thomson Seconded: Council Member Goodson

- AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Mayor Pittman
- NOES: None
- ABSTAIN: None
- ABSENT: None

15. Second Regularly Scheduled Meeting in November 2023

City Council unanimously directed staff to cancel the second Council meeting in November (November 21, 2023).

Motioned: Council Member Johnstone Seconded: Council Member Goodson

PUBLIC HEARINGS

There were no public hearings at this meeting.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items – Council Members Thomson, Webber, and Johnstone requested staff bring back an agenda item on the possibility of putting speed humps in school zones.
2. Correspondence
 - . Fire Department Statistics Package
 - . Police Department Monthly Report for September 2023
 - . Table Mountain Golf Club, Letter of Request
 - . Correspondence Butte Co Mosquito & Vector Control District
 - . Department of Alcoholic Beverage Control- correspondence

ADJOURN THE MEETING

The meeting adjourned at 8:23PM.

ATTESTED:

APPROVED:

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

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

**RE: AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
TROVER CONSTRUCTION PROJECT MANAGEMENT LLC TO EXTEND
EXPIRATION DATE RELATED TO 20-CDBG-12067**

DATE: DECEMBER 5, 2023

SUMMARY

The City Council may consider amending Professional Services Agreement with Trover Construction Project Management LLC to perform owner-occupied rehabilitation contractor services for the City of Oroville Housing Rehabilitation Program to extend the expiration date of the agreement. The grant expenditure deadline is May 31, 2024, therefore staff would like to extend the agreement with Trover Construction Project Management LLC to align with the grant. Additionally, Trover Construction Project Management has been assisting the City with First Time Homebuyer inspections.

DISCUSSION

The Council may consider amending Professional Services Agreement No. 3396-1 for owner-occupied rehabilitation contractor services for the City of Oroville Housing Rehabilitation Program. The following is an example of the types of services that the Contractor provides:

- Conduct a project evaluation of the applicant's property
- Prepare Work Write-up
- Conduct Bid Walk-Thru
- Conduct and attend Bid Opening
- Perform as liaison to work with selected general contractors, homeowner, and city staff
- Conduct Progress Payment Inspections
- Submit Progress Payment Requests to Housing staff for processing
- Obtain Permits
- Schedule or perform necessary inspections (Lead-based paint inspections, city inspections)
- Ensure all projects comply with current California Building Code Requirements
- Sign off on Project Completion
- Conduct Building Code Compliance and Health and Safety Inspections for applicants of the City's First Time Homebuyer Program.

Other Services, as needed.

Their fee schedule is as follows:

- Trover Construction Project Management LLC - \$130.00 per hour average (not to exceed \$165.00 per hour).
- Schedule breakdown:
 - Project Manager \$165.00 per hour
 - Assistant Project Manager \$145.00 per hour
 - Project Engineer/Coordinator \$120.00 per hour

The agreement was for a period of two (2) years, expiring on December 21, 2023. Staff is seeking authorization from the Council to extend the agreement with Trover Construction Project Management LLC, to May 31, 2024, to ensure that the City's Owner-Occupied Rehabilitation Program may continue to service the targeted population until the grant expenditure deadline as well as assist with inspections for the City's First Time Homebuyer Program.

FISCAL IMPACT

No General Fund impact. Funding will be provided from Community Development Block Grant (CDBG) 20-CDBG-12067 Account No. 222220-6360-12067AD.

RECOMMENDATION

Adopt Resolution No. XXXX – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND A PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC TO PROVIDE PROGRAM SERVICES THROUGH DECEMBER 31, 2024 (Agreement No. XXXX)

ATTACHMENTS

- A – Resolution No. XXXX
- B – Agreement No. XXXX

AGREEMENT FOR REHAB CONTRACTOR SERVICES
Agreement No. 3484

This Agreement is made and entered into as of December 5, 2023, by and between the **City of Oroville** ("City") and **Trover Construction Project Management LLC** ("Consultant").

RECITALS

1. Consultant is specially trained, experienced and competent in various trades to serve as "Rehab Contractor" for the City of Oroville's Owner-occupied Rehabilitation Program. Consultant possesses the skills, experience, ability, license, background and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
2. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following types of services in a professional manner:
 - Conduct project evaluation of property
 - Prepare work write-up
 - Conduct bid walk-thru
 - Conduct and attend bid opening
 - Perform as a Liaison to work with the selected general contractor, homeowner and City staff.
 - Conduct Progress Payment inspections
 - Submit Progress Payment Requests to Housing staff on behalf of the selected contractor

- Obtain permits
 - Order termite and lead based paint inspections/reports
 - Ensure all projects comply with current California Building Code
 - Sign off on project Completion
 - Schedule inspections with City Building Department, as required
 - Sign off on project completion
 - Conduct First Time Homebuyer Inspections and re-inspections
 - Other services, as needed.
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until December 31, 2024.
3. Compensation. Compensation to be paid to Consultant shall be \$130.00 per hour average (not to exceed \$165.00 per hour), or on a pre-determined fee for certain jobs. A fee schedule is as follows: Project Manager \$165.00 an hour, Assistant Project Manager \$145.00 an hour, Project Engineer/Coordinator \$120.00 an hour. In no event shall Consultant's compensation exceed the amount of \$50,000 for the period of this agreement without additional written authorization from the City. 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.
4. Method of Payment. Consultant shall submit billings every two weeks to City describing the work performed during the preceding two weeks while on a project, or consultant may submit one request for payment when the project is complete. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a

description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. 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.
6. 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.
7. 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.

1. 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 four (4) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
2. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of four (4) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
3. 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 it is 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.

4. 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. Lobbying. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
11. 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:

1. 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
 2. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
12. 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 under the supervision of Department of Business Assistance/Housing Development 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.
13. 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.
14. 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.

15. 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.

16. Insurance Requirements.

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 "B" attached hereto.

17. 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: **Brian Ring, City Administrator
c/o Amy Bergstrand**

**City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897**

If to Consultant: **Trover Construction Project Management LLC
974 Forest Avenue
Chico, CA 95928**

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 attorney's 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 therefrom.
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

Trover Construction Project Management LLC

By: _____
David Pittman, Mayor

By: _____
Title: Independent Contractor
Business License #: 1081347

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Kayla Reaster, Assistant City Clerk

Attachments: Exhibit A – CDBG Rehabilitation Program Guidelines
 Exhibit B -- Insurance Requirements

**CITY OF OROVILLE
RESOLUTION NO. 9202**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND A PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC TO PROVIDE REHABILITATION CONTRACTOR SERVICES FOR THE OWNER-OCCUPIED REHABILITATION PROGRAM THROUGH DECEMBER 31, 2024.

(Agreement No. 3484)

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

1. The Mayor is hereby authorized and directed to amend a professional agreement with Trover Construction Project Management LLC to provide owner-occupied rehabilitation contractor services through December 31, 2024. A copy of the agreement 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 December 5, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS
FROM: KAYLA REASTER, ASSISTANT CITY CLERK
RE: LETTER OF SUPPORT FOR STATE PARKS OEP GRANT
DATE: DECEMBER 5, 2023

SUMMARY

Feather River Recreation and Park District (FRRPD) is kindly requesting the City of Oroville’s assistance in supporting their application for the State Parks Outdoor Equity Program Grant by writing and executing a letter of support.

DISCUSSION

The scope of the application, requesting an amount at or near \$700,000 over three years, is both ambitious and necessary to address the diverse needs of our community's children. The proposed program encompasses a well-rounded set of activities that blend educational, recreational, and environmental experiences. These include:

1. Indoor STEM Activities: These educational programs are crucial for fostering curiosity, critical thinking, and a love for science and technology among young learners.
2. Pool Swim and Mini Sports Leagues and Camps: Physical activities are essential for the development of healthy bodies and minds. These activities will encourage teamwork, discipline, and a spirit of healthy competition.
3. Nature-Based Activities: The inclusion of day and overnight rafting tours, overnight family camping, and spawning tours during the Salmon Festival is particularly exciting. These activities will not only provide fun and adventure but also instill a deep appreciation for our natural environment and local ecology.

FISCAL IMPACT

None.

RECOMMENDATION

Approve letter and authorize the Mayor to sign.

ATTACHMENTS

Letter of Support for State Parks OEP Grant



City of Oroville

OFFICE OF THE CITY COUNCIL

1735 Montgomery Street
 Oroville, CA 95965-4897
 (530) 538-2535 FAX (530) 538-2468
www.cityoforoville.org

David W. Pittman
 City Council Member

December 5, 2023

To Whom It May Concern,

Subject: Letter of Support for Feather River Recreation and Park District's (FRRPD) Application to the California State Parks Outdoor Equity Grant

I am writing on behalf of the **City of Oroville** to express our enthusiastic support for the Feather River Recreation and Park District's (FRRPD) application for the California State Parks Outdoor Equity Grant. FRRPD's proposal to utilize the grant funding for a comprehensive summer camp program for children aged 5-14 in the Oroville community is a commendable initiative that promises to bring significant benefits to our youth and the broader community.

The scope of the application, requesting an amount at or near \$700,000 over three years, is both ambitious and necessary to address the diverse needs of our community's children. The proposed program encompasses a well-rounded set of activities that blend educational, recreational, and environmental experiences. These include:

1. **Indoor STEM Activities:** These educational programs are crucial for fostering curiosity, critical thinking, and a love for science and technology among young learners.
2. **Pool Swim and Mini Sports Leagues and Camps:** Physical activities are essential for the development of healthy bodies and minds. These activities will encourage teamwork, discipline, and a spirit of healthy competition.
3. **Nature-Based Activities:** The inclusion of day and overnight rafting tours, overnight family camping, and spawning tours during the Salmon Festival is particularly exciting. These activities will not only provide fun and adventure but also instill a deep appreciation for our natural environment and local ecology.

The City of Oroville recognizes the vital role that programs like this play in the holistic development of children. They provide invaluable opportunities for learning, personal growth, and the development of social skills. We believe that FRRPD's proposed summer camp will not only be a fun and educational resource for the children but also a vital investment in the future of our community. We fully support FRRPD's application for this grant and are excited about the potential impact this program could have on the Oroville community. We look forward to seeing the positive changes and growth that this funding will facilitate.

November 30, 2023

Page 1

"Oroville – California's best opportunity for a safe and diverse quality of life"

Thank you for considering this application. We hope you will recognize the value and potential of this proposal and provide the necessary support to bring it to fruition.

Sincerely,

David Pittman, Mayor

City of Oroville

(530) 538-2535

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, DIRECTOR BUSINESS ASSISTANCE/HOUSING DEVELOPMENT
DAVID G. RITCHIE, ASST. CITY ATTORNEY**

RE: CONSIDERATION OF A RESOLUTION DECLARING THE PROPERTY LOCATED AT 1275 MITCHELL AVENUE AS EXEMPT SURPLUS LAND AND MAKING ASSOCIATED FINDINGS

DATE: DECEMBER 5, 2023

SUMMARY

The City Council may consider approving a resolution declaring the City-owned property known as 1275 Mitchell Avenue (APN 035-250-002) as Exempt Surplus Land and making associated findings.

This resolution is to declare the property as “exempt surplus land” appropriate for disposition for affordable housing development pursuant to Government Code Section 54221 (f)(1)(A), and to make certain findings regarding the sale of the parcel pursuant to Government Code Section 37364.

DISCUSSION

City-owned property (APN 035-250-002) is a newly created 3.91-acre parcel planned for a 2-phase extremely low and very-low income veteran’s housing project, totaling sixty (60) housing units. In November of 2019, Council approved an Exclusive Negotiating Agreement (ENA) with Veteran’s Housing Development Corporation (VHDC) for a disposition of the property. In January of 2022, the City Council approved additional resolutions extending the ENA, creating a new parcel for the project, transferring the parcel to VHDC and providing a loan in the amount of \$1,750,000 to assist with the development of the project.

Government Code Section 52441(f)(1)(A) allows surplus land to be declared as exempt from the Surplus Land Act if that land is to be disposed of by a city for purposes of development of affordable housing and such disposal is completed in a manner consistent with Government Code Section 37364. In order to satisfy the requirements for such declaration that the property is *exempt surplus* land, the City Council must make certain findings. These findings must include that the property can be used to provide affordable housing to persons and families of low and moderate income as defined in

Section 50093 of the Health and Safety Code, and that the disposition of the property and use for affordable housing is in the City's best interests. The City may then dispose of the property for that purpose at less than fair market value and under conditions that the City deems to be best suited to the provision of such housing.

FISCAL IMPACT

No General Fund Impact

RECOMMENDATIONS

1. Adopt Resolution No. _____ - A RESOLUTION DECLARING THE PROPERTY LOCATED AT 1275 MITCHELL AVENUE AS EXEMPT SURPLUS LAND AND MAKING ASSOCIATED FINDINGS

ATTACHMENTS

1. Resolution
2. Mitchell Corp Yard Alta

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9199**

A RESOLUTION DECLARING THE PROPERTY LOCATED AT 1275 MITCHELL AVENUE AS EXEMPT SURPLUS LAND AND MAKING ASSOCIATED FINDINGS

WHEREAS the City of Oroville owns a 3.91 Acre property located at 1275 Mitchell Avenue, APN 035-250-002; and

WHEREAS the City has explored the use of the property for providing affordable housing through an Exclusive Negotiating Agreement with the Veteran’s Housing Development Corporation; and

WHEREAS the State Legislature, in Government Code Section 37364 reaffirmed its finding that provision of housing for all Californians is a concern of vital statewide importance; and

WHEREAS Section 37364 further authorizes a City, notwithstanding a City Charter or other provision of law, to sell, lease, exchange, quitclaim, convey, or otherwise dispose of the real property at less than fair market value to provide that affordable housing and under whatever terms and conditions the City deems best suited to the provision of such housing; and

WHEREAS Government Code Section 54221(f)(1)(A) authorizes a City to declare property to be disposed of pursuant to Section 37364 as “Exempt Surplus Land”; now

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

1. The City Council of the City of Oroville finds that the 3.91 Acre parcel owned by the City and located at 1275 Mitchell Avenue can be used to provide housing affordable to persons and families of low or moderate income as defined in Section 50093 of the Health and Safety Code
2. The City Council of the City of Oroville finds that the use of the property for provision of affordable housing is in the best interests of the City and its citizens.
3. That the City Council of the City of Oroville declares the 3.91 Acre parcel located at 1275 Mitchell Avenue in the City of Oroville, CA as “Exempt Surplus Land” pursuant to Government Code section 54221(f)(1)(A).
4. That the City Council of the City of Oroville, hereby authorizes and directs staff to take all steps necessary and required to proceed

with disposition of the property for purposes of providing affordable housing in compliance with Government Code Section 37364; and to bring forth the agreement for purchase and sale or otherwise for disposal of the property to the City Council for final approval.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on December 5, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

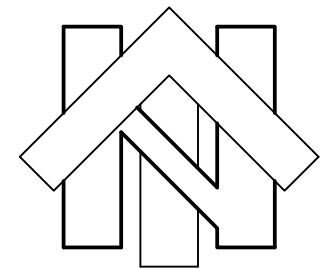
APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

ALTA/NSPS LAND TITLE SURVEY



NOT TO SCALE

DESCRIPTION:

REAL PROPERTY IN THE CITY OF OROVILLE, COUNTY OF BUTTE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THAT CERTAIN REAL PROPERTY DESCRIBED IN DEED FROM NOTOMAS COMPANY TO THE CITY OF OROVILLE, FILED FOR RECORD OCTOBER 27, 1947 IN BOOK 447, AT PAGE 36, IN THE OFFICIAL RECORDS OF SAID COUNTY AND STATE AND ACCEPTED BY THE CITY OF OROVILLE BY RESOLUTION NUMBER 1090 LYING WITHIN THE ABOVE DESCRIBED BOUNDS.

EXCEPTING FROM SAID PARCEL 1 THOSE TRACTS OF LAND LISTED AS EXCEPTIONS 1-6 IN SAID OFFICIAL RECORD BOOK 447, PAGE 36.

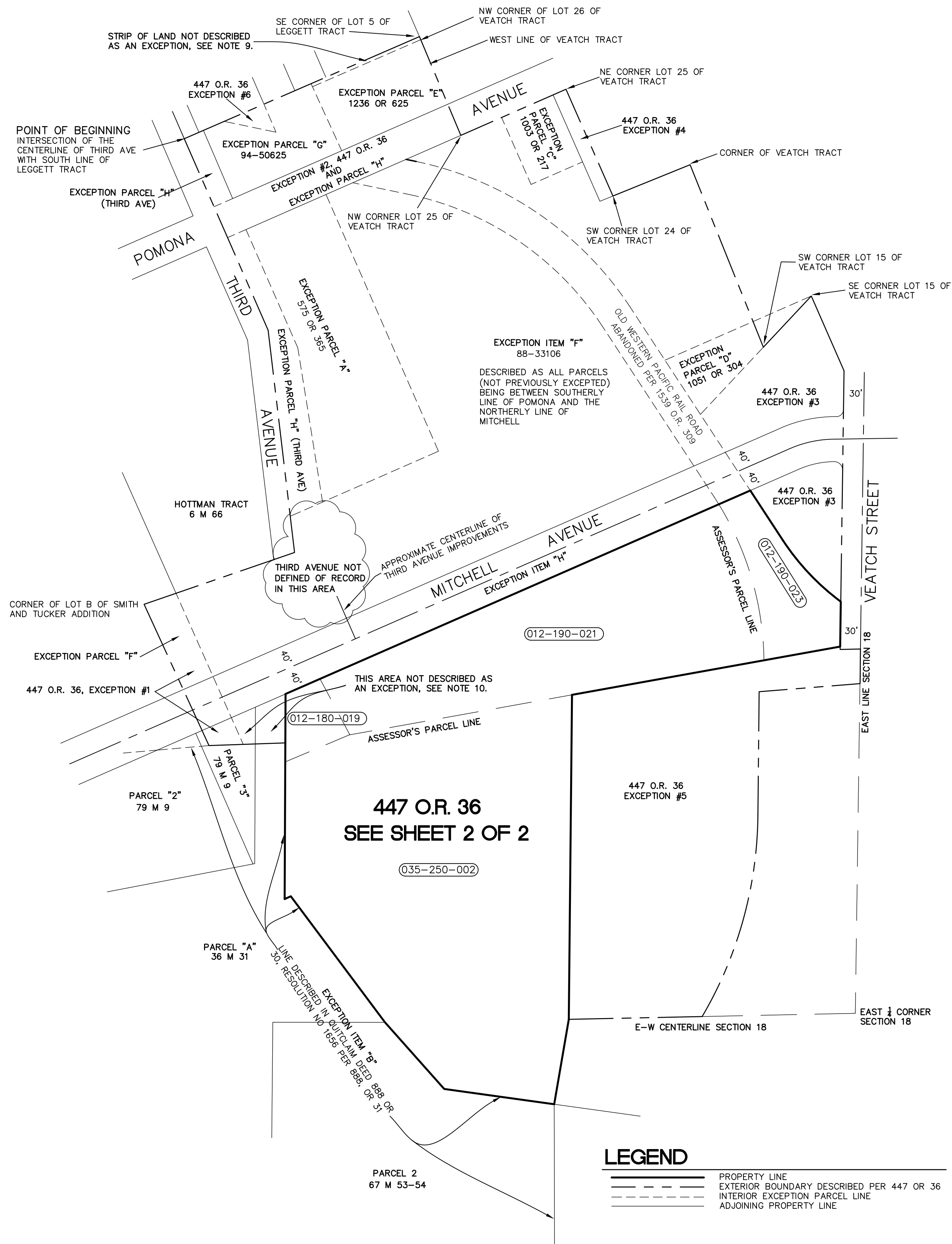
ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS A, B, C, D, E, F, G AND H:

- A) THAT CERTAIN PARCEL DESCRIBED IN A DEED FROM THE CITY OF OROVILLE, TO THE STATE OF CALIFORNIA, FILED FOR RECORD AUGUST 6, 1951 IN BOOK 575 AT PAGE 365 IN THE OFFICIAL RECORDS OF SAID COUNTY AND STATE AND AUTHORIZED BY CITY OF OROVILLE RESOLUTION NUMBER 1250, DATED DECEMBER 18, 1950.
- B) THAT CERTAIN PARCEL LYING OUTSIDE THE LINE DESCRIBED IN QUITCLAIM DEED RECORDED MAY 28, 1957 IN BOOK 888, PAGE 31, BUTTE COUNTY OFFICIAL RECORDS.
- C) THAT CERTAIN PARCEL DESCRIBED IN A DEED FROM THE CITY OF OROVILLE TO GEORGE AND MAUDE GERSON FILED JUNE 17, 1959 IN BOOK 1003 AT PAGE 217 OF THE OFFICIAL RECORDS OF SAID COUNTY AND STATE.
- D) THAT CERTAIN PARCEL DESCRIBED IN A DEED FROM THE CITY OF OROVILLE TO ROMA L. HOBBIE, DONALD G. HOBBIE JR. AND RICHARD A. HOBBIE FILED FOR RECORD MARCH 31, 1960 IN BOOK 1051 AT PAGE 304 IN THE OFFICIAL RECORDS OF SAID COUNTY AND STATE AND AUTHORIZED BY CITY OF OROVILLE RESOLUTION NUMBER 1885.
- E) THAT CERTAIN PARCEL DESCRIBED IN A DEED FROM THE CITY OF OROVILLE TO DAHLMEIER BROS., RECORDED APRIL 3, 1963 IN BOOK 1236, PAGE 625, BUTTE COUNTY OFFICIAL RECORDS.
- F) THAT CERTAIN PARCEL DESCRIBED IN A DEED FROM THE CITY OF OROVILLE TO FEATHER RIVER RECREATION AND PARK DISTRICT, RECORDED SEPTEMBER 28, 1988 AS SERIAL NO. 88-33106, BUTTE COUNTY OFFICIAL RECORDS.
- G) THAT CERTAIN PARCEL DESCRIBED IN A DEED FROM THE CITY OF OROVILLE TO RUDOLPH M. JORDAN, ET UX, RECORDED DECEMBER 14, 1994 AS SERIAL NO. 94-50625, BUTTE COUNTY OFFICIAL RECORDS.
- H) THOSE PORTIONS LYING WITHIN THIRD AVENUE, POMONA AVENUE, MITCHELL AVENUE AND VEATCH STREET.

APN: 035-250-002 AND 012-190-021

TITLE EXCEPTIONS

- 1. GENERAL AND SPECIAL TAXES AND ASSESSMENTS FOR THE FISCAL YEAR 2019-2020 ARE EXEMPT. NOT PLOTTABLE.
- 2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE. NOT PLOTTABLE.
- 3. THE HEREIN DESCRIBED LAND LIES WITHIN THE BOUNDS OF OROVILLE SEWER SERVICE DISTRICT. COLLECTED WITH BUTTE COUNTY TAXES. NOT PLOTTABLE.
- 4. OROVILLE REDEVELOPMENT PROJECT NO. 1, AS SET FORTH IN THAT REDEVELOPMENT AGREEMENT RECORDED JULY 9, 1981 IN BOOK 2638, PAGE 228, OFFICIAL RECORDS. NOT PLOTTABLE.
- 5. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED NOVEMBER 2, 1925 AS BOOK 214, PAGE 450 OF OFFICIAL RECORDS. SHOWN HEREON.
- 6. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MARCH 26, 1948 AS BOOK 456, PAGE 52 OF OFFICIAL RECORDS. SHOWN HEREON.
- 7. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS THAT MAY EXIST OR ARISE BY REASON OF MATTERS, IF ANY, DISCLOSED BY THAT CERTAIN RECORD OF SURVEY FILED OCTOBER 22, 1981 IN BOOK 84, PAGE 23. THE RESOLVED BOUNDARY AND MAP REFERENCE ARE SHOWN HEREON.
- 8. MATTERS WHICH WOULD BE REVEALED BY A CORRECT SURVEY OF THE HEREIN DESCRIBED LAND. THE RECORD DESCRIPTION OF SAID LAND IS VAGUE AND INDEFINITE AND IS NOT TIED IN WITH MONUMENTS OF RECORD OR OTHER DESCRIPTIONS OF RECORD.



LEGEND

- PROPERTY LINE
- - - EXTERIOR BOUNDARY DESCRIBED PER 447 OR 36
- - - INTERIOR EXCEPTION PARCEL LINE
- - - ADJOINING PROPERTY LINE

SURVEYOR'S CERTIFICATE

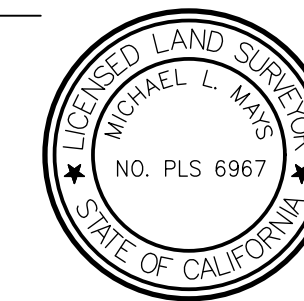
TO: CITY OF OROVILLE
TO: FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION
TO: MID VALLEY TITLE AND ESCROW COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 11, 13, AND 17 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 17, 2020.

DATE OF MAP: 5/22/2020

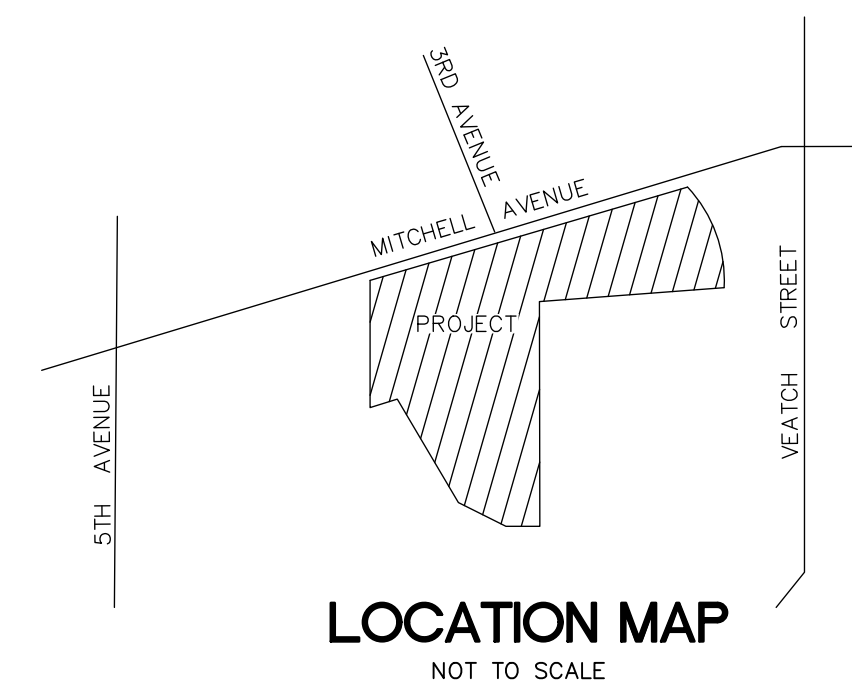
NORTHSTAR

Michael L. Mays
MICHAEL L. MAYS, PLS 6967



NOTES:

1. THIS SURVEY IS BASED ON THAT PRELIMINARY REPORT PREPARED BY MID VALLEY TITLE AND ESCROW COMPANY, ORDER NUMBER 0403-6116297, DATED JANUARY 27, 2020. NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID TITLE REPORT DOCUMENT.
2. PHYSICAL ITEMS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE ITEMS VISIBLE AS OF THE DATE OF THIS SURVEY. SUBSURFACE STRUCTURES, IF ANY, ARE NOT SHOWN. SAID SUBSURFACE OBJECTS MAY INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE FOOTINGS, SLABS, SHORING, STRUCTURAL PILES, UTILITY VAULTS, PIPING, UNDERGROUND TANKS, AND ANY OTHER SUBSURFACE STRUCTURES NOT REVEALED BY A SURFACE INSPECTION.
3. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS SURVEY WERE OBTAINED FROM SURFACE FEATURES AND IMPROVEMENT PLANS. ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. NORTHSTAR ENGINEERING ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THIS DRAWING.
4. THE SUBJECT PROPERTY HAS ACCESS TO MITCHELL AVENUE, A PUBLIC STREET.
5. THE SUBJECT PROPERTY IS IN FLOOD ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 06007C0795E, DATED JANUARY 6, 2011.
6. THIS MAP AND IMPROVEMENTS SHOWN HEREON ARE BASED UPON A FIELD SURVEY COMPLETED ON DECEMBER 5, 2019 AND A VISUAL SITE INSPECTION ON APRIL 17, 2020.
7. THERE IS NO OBSERVABLE EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT-OF-WAY.
8. CONTOURS SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1988 (NAVD88) AS ESTABLISHED ON SITE BY A POST PROCESSED GNSS SURVEY.
9. THIS STRIP OF LAND, APPROXIMATELY 8' X 212', IS NOT DESCRIBED AS AN EXCEPTION TO THE REAL PROPERTY IN SAID TITLE REPORT, OR ANY DOCUMENTS PROVIDED THEREWITH. THIS AREA HAS BEEN PREVIOUSLY IDENTIFIED AS A GAP IN RECORD MAPS FILED IN BOOK 139 OF MAPS, AT PAGE 30 AND FILED IN BOOK 162 OF MAPS, AT PAGES 66-68. THE CURRENT BUTTE COUNTY ASSESSOR'S MAP GRAPHICALLY DEPICTS THIS STRIP AS BEING OWNED BY THE CITY OF OROVILLE, HOWEVER NO ASSESSOR'S PARCEL NUMBER HAS BEEN ASSIGNED. THIS AREA IS FULLY OCCUPIED AND IMPROVED BY ADJOINING RESIDENTIAL PARCELS. THIS STRIP OF LAND AND IMPROVEMENTS THEREIN WERE NOT INCLUDED IN THIS SURVEY. NO DETERMINATION OF OWNERSHIP IS MADE BY THIS SURVEY.
10. THIS AREA IS NOT DESCRIBED AS AN EXCEPTION TO THE REAL PROPERTY IN SAID TITLE REPORT, OR ANY DOCUMENTS PROVIDED THEREWITH. THIS AREA HAS BEEN PREVIOUSLY INCLUDED IN PARCEL MAPS APPROVED BY THE CITY OF OROVILLE DATING BACK TO 1968 AND IS CURRENTLY A PORTION OF PARCEL "A" AS SHOWN ON THAT PARCEL MAP FILED IN BOOK 36 OF MAPS AT PAGE 31, AND A PORTION OF PARCEL 3 AS SHOWN ON THAT PARCEL MAP FILED IN BOOK 79 OF MAPS AT PAGE 9. THIS AREA WAS NOT INCLUDED IN THIS SURVEY. NO DETERMINATION OF OWNERSHIP IS MADE BY THIS SURVEY.



LOCATION MAP
NOT TO SCALE



111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.northstareng.com

ALTA/NSPS LAND TITLE SURVEY
BEING A PORTION OF SECTION 18
TOWNSHIP 19 NORTH, RANGE 4 EAST
MOUNT DIABLO MERIDIAN

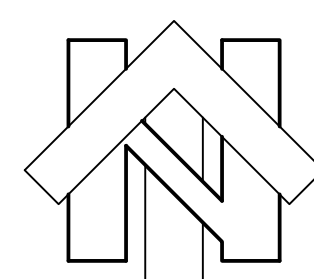
CITY OF OROVILLE
COUNTY OF BUTTE, STATE OF CALIFORNIA

DESIGN: MRH	JOB NO. 19-014
DRAWN: MRH	
CHECKED: MLM	
DATE: APRIL 15, 2020	SHEET 1 OF 3

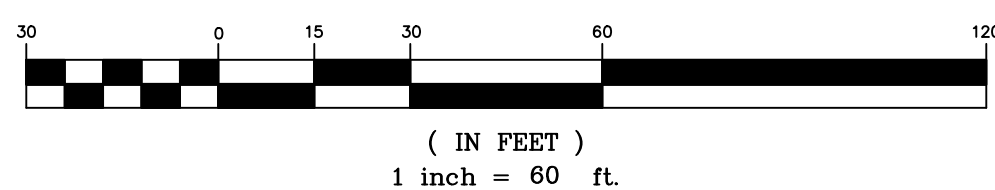
REVISION BLOCK

NO.	DATE	DESCRIPTION	BY

ALTA/NSPS LAND TITLE SURVEY



GRAPHIC SCALE

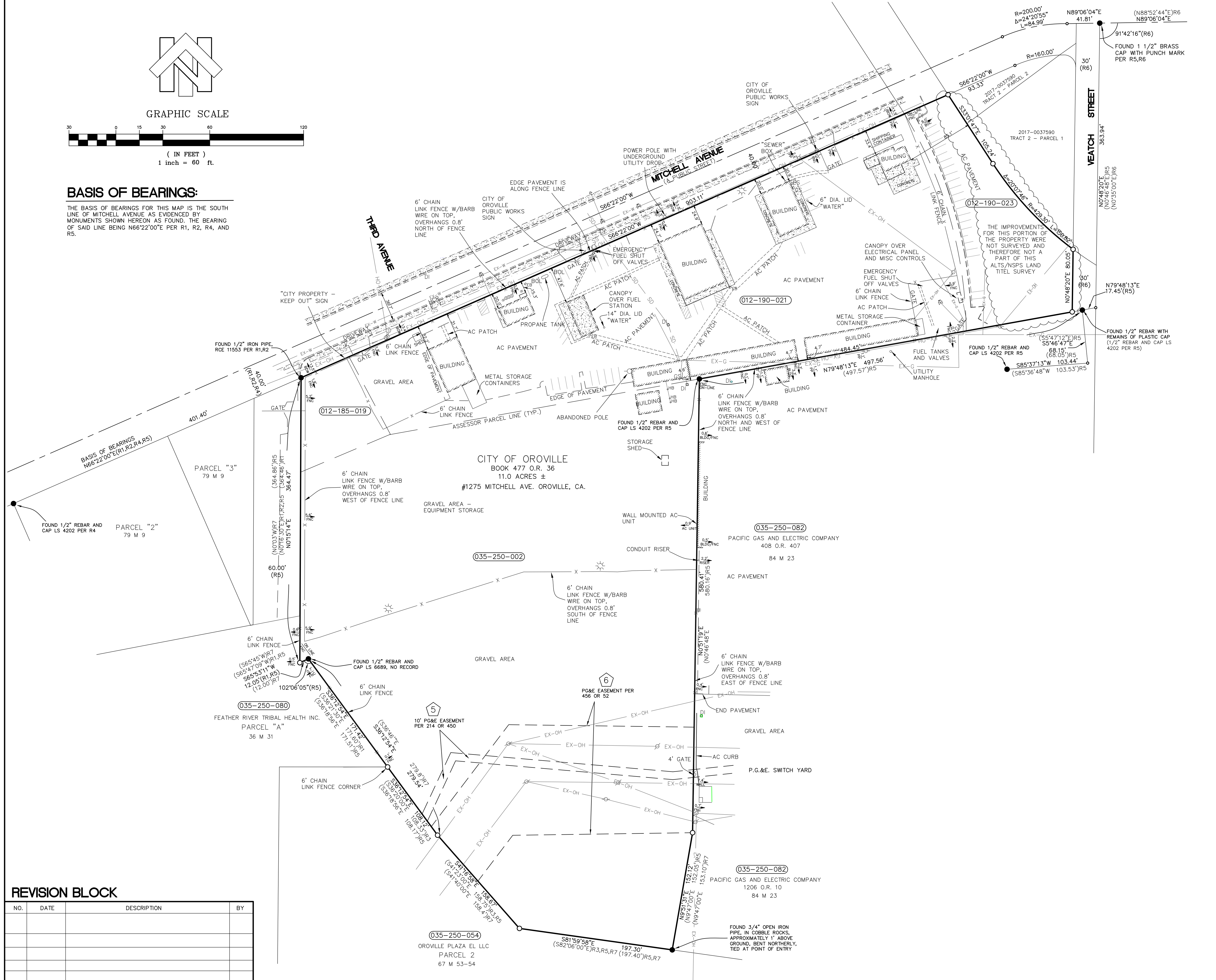


BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS THE SOUTH LINE OF MITCHELL AVENUE AS EVIDENCED BY MONUMENTS SHOWN HEREON AS FOUND. THE BEARING OF SAID LINE BEING N66°22'00"E PER R1, R2, R4, AND R5.

LEGEND

- FOUND MONUMENT AS NOTED
- CALCULATED CORNER, NOTHING FOUND OR SET
- SET 3/4" IRON PIPE LS 6967 DURING THE RECORD OF SURVEY PHASE OF THIS PROJECT
- ★ EXISTING STREET LIGHT
- ☐ EXISTING STREET LIGHT PULL BOX
- EV EXISTING ELECTRIC VAULT
- ⊙ EXISTING SANITARY SEWER MAN HOLE
- DI EXISTING DRAINAGE INLET
- CONCRETE CURB AND GUTTER
- INDICATES CONCRETE
- INDICATES DIRECTION AND DISTANCE OF EXISTING FEATURE FROM THE PROPERTY LINE
- WM EXISTING WATER METER
- WV EXISTING WATER VALVE
- FH EXISTING FIRE HYDRANT
- TMH EXISTING TELEPHONE MANHOLE
- ⊙ EXISTING STORM DRAIN MANHOLE
- ⊙ EXISTING ELECTRIC TRANSFORMER BOX
- ⊙ EXISTING BACK-FLOW PREVENTER
- ⊙ EXISTING DRAINAGE INLET
- ⊙ EXISTING GAS VALVE
- ⊙ EXISTING ELECTRIC BOX
- ⊙ EXISTING TELEPHONE BOX
- ⊙ EXISTING SANITARY SEWER CLEANOUT
- ⊙ EXISTING HOSE BIB
- ⊙ UTILITY POLE
- EX-OH EXISTING OVERHEAD UTILITY LINE
- X EXISTING FENCE AS NOTED
- EX-W EXISTING UNDERGROUND WATER LINE
- EX-G EXISTING UNDERGROUND GAS LINE PER PG&E SCHEMATIC PLANS
- SS EXISTING UNDERGROUND SANITARY SEWER LINE
- SD EXISTING UNDERGROUND STORM DRAIN LINE
- R1 RECORD DATA PER BOOK 36 OF MAPS, AT PAGE 31
- R2 RECORD DATA PER BOOK 36 OF MAPS, AT PAGE 52
- R3 RECORD DATA PER BOOK 67 OF MAPS, AT PAGES 53-54
- R4 RECORD DATA PER BOOK 79 OF MAPS, AT PAGE 9
- R5 RECORD DATA PER BOOK 84 OF MAPS, AT PAGE 23
- R6 RECORD DATA PER BOOK 101 OF MAPS, AT PAGE 2
- R7 RECORD DATA PER BOOK 447, OFFICIAL RECORDS, PAGE 36
- () EMBRACES RECORD DATA OR RECORD REFERENCE FOR MEASURED DATA THAT MATCHES RECORD DATA
- 035-250-002 ASSESSOR'S PARCEL NUMBER
- SLB STREET LIGHT BOX
- BOC BACK OF CURB
- AC ASPHALT CONCRETE
- WM WATER METER
- BOW BACK OF SIDEWALK
- FH FIRE HYDRANT
- WV WATER VALVE
- HCR HANDICAP RAMP
- P.U.E. PUBLIC UTILITY EASEMENT
- BFP BACK FLOW PREVENTER
- EB ELECTRIC BOX
- FNC FENCE
- 5 TITLE EXCEPTION REFERENCE NUMBER



REVISION BLOCK			
NO.	DATE	DESCRIPTION	BY



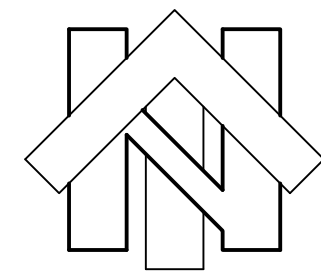
111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.northstareng.com

ALTA/NSPS LAND TITLE SURVEY
BEING A PORTION OF SECTION 18, TOWNSHIP 19 NORTH, RANGE 4 EAST, MOUNT DIABLO MERIDIAN

CITY OF OROVILLE
COUNTY OF BUTTE, STATE OF CALIFORNIA

DESIGN: MRH	JOB NO. 19-014
CHECKED: MLM	SHEET 2 OF 3
DATE: APRIL 29, 2020	

ALTA/NSPS LAND TITLE SURVEY



GRAPHIC SCALE



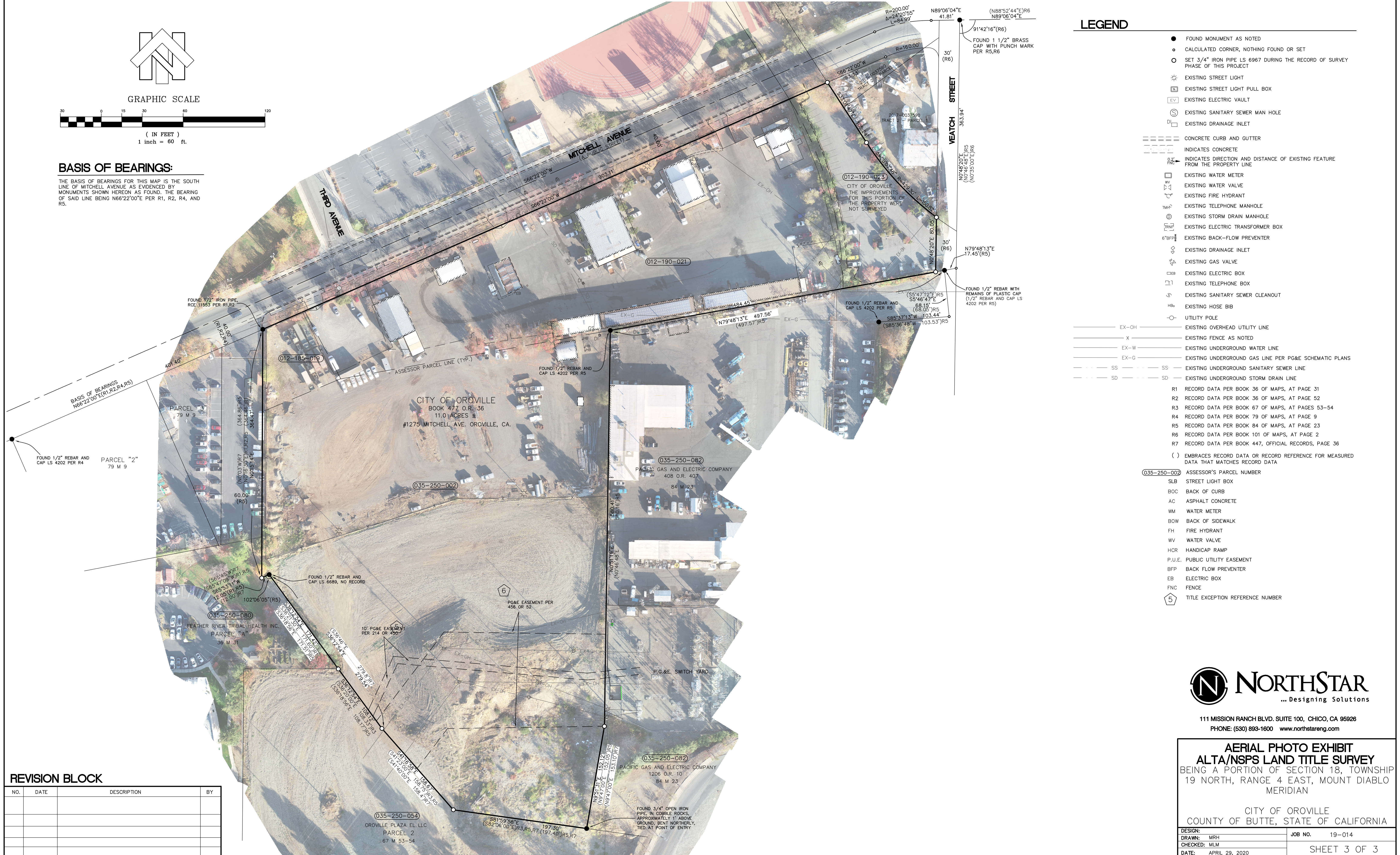
(IN FEET)
1 inch = 60 ft.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS THE SOUTH LINE OF MITCHELL AVENUE AS EVIDENCED BY MONUMENTS SHOWN HEREON AS FOUND. THE BEARING OF SAID LINE BEING N66°22'00"E PER R1, R2, R4, AND R5.

LEGEND

- FOUND MONUMENT AS NOTED
- CALCULATED CORNER, NOTHING FOUND OR SET
- SET 3/4" IRON PIPE LS 6967 DURING THE RECORD OF SURVEY PHASE OF THIS PROJECT
- * EXISTING STREET LIGHT
- EXISTING STREET LIGHT PULL BOX
- EV EXISTING ELECTRIC VAULT
- ⊙ EXISTING SANITARY SEWER MAN HOLE
- D EXISTING DRAINAGE INLET
- ▬ CONCRETE CURB AND GUTTER
- ▬ INDICATES CONCRETE
- INDICATES DIRECTION AND DISTANCE OF EXISTING FEATURE FROM THE PROPERTY LINE
- WM EXISTING WATER METER
- WV EXISTING WATER VALVE
- EX-H EXISTING FIRE HYDRANT
- TM EXISTING TELEPHONE MANHOLE
- ⊙ EXISTING STORM DRAIN MANHOLE
- EX-T EXISTING ELECTRIC TRANSFORMER BOX
- e'BFP EXISTING BACK-FLOW PREVENTER
- SS EXISTING DRAINAGE INLET
- EX-GV EXISTING GAS VALVE
- EX-EB EXISTING ELECTRIC BOX
- EX-TB EXISTING TELEPHONE BOX
- SS EXISTING SANITARY SEWER CLEANOUT
- HB EXISTING HOSE BIB
- UTILITY POLE
- EX-OH EXISTING OVERHEAD UTILITY LINE
- X EXISTING FENCE AS NOTED
- EX-W EXISTING UNDERGROUND WATER LINE
- EX-G EXISTING UNDERGROUND GAS LINE PER PG&E SCHEMATIC PLANS
- SS EXISTING UNDERGROUND SANITARY SEWER LINE
- SD EXISTING UNDERGROUND STORM DRAIN LINE
- R1 RECORD DATA PER BOOK 36 OF MAPS, AT PAGE 31
- R2 RECORD DATA PER BOOK 36 OF MAPS, AT PAGE 52
- R3 RECORD DATA PER BOOK 67 OF MAPS, AT PAGES 53-54
- R4 RECORD DATA PER BOOK 79 OF MAPS, AT PAGE 9
- R5 RECORD DATA PER BOOK 84 OF MAPS, AT PAGE 23
- R6 RECORD DATA PER BOOK 101 OF MAPS, AT PAGE 2
- R7 RECORD DATA PER BOOK 447, OFFICIAL RECORDS, PAGE 36
- () EMBRACES RECORD DATA OR RECORD REFERENCE FOR MEASURED DATA THAT MATCHES RECORD DATA
- 035-250-002 ASSESSOR'S PARCEL NUMBER
- SLB STREET LIGHT BOX
- BOC BACK OF CURB
- AC ASPHALT CONCRETE
- WM WATER METER
- BOW BACK OF SIDEWALK
- FH FIRE HYDRANT
- WV WATER VALVE
- HCR HANDICAP RAMP
- P.U.E. PUBLIC UTILITY EASEMENT
- BFP BACK FLOW PREVENTER
- EB ELECTRIC BOX
- FNC FENCE
- 5 TITLE EXCEPTION REFERENCE NUMBER



REVISION BLOCK			
NO.	DATE	DESCRIPTION	BY



111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.northstareng.com

**AERIAL PHOTO EXHIBIT
ALTA/NSPS LAND TITLE SURVEY**
BEING A PORTION OF SECTION 18, TOWNSHIP
19 NORTH, RANGE 4 EAST, MOUNT DIABLO
MERIDIAN

CITY OF OROVILLE
COUNTY OF BUTTE, STATE OF CALIFORNIA

DESIGN: MRH	JOB NO. 19-014
CHECKED: MLM	SHEET 3 OF 3
DATE: APRIL 29, 2020	

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, DIRECTOR
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT
DAVID G. RITCHIE, ASST. CITY ATTORNEY**

**RE: CONSIDERATION OF A RESOLUTION DECLARING THE PROPERTY
LOCATED AT 711 MONTGOMERY STREET AS EXEMPT SURPLUS
LAND AND MAKING ASSOCIATED FINDINGS**

DATE: DECEMBER 5, 2023

SUMMARY

The City Council may consider approving a resolution declaring the City-owned property known as 711 Montgomery Street (APN 012-064-001) as Exempt Surplus Land and making associated findings.

This resolution is to declare the property as “exempt surplus land” appropriate for disposition for affordable housing development pursuant to Government Code Section 54221 (f)(1)(A), and to make certain findings regarding the sale of the parcel pursuant to Government Code Section 37364.

DISCUSSION

City-owned property (APN 012-064-001) known as 711 Montgomery is the location for a an approved Tentative Subdivision Map (TSM 20-02) with a planned development overlay for 12 Units of Affordable Veteran’s Housing occupied by extremely-low to low-income veteran owners after being developed by the Veterans Housing Development Corporation. Previously the City approved City of Oroville Ordinance No. 1852, that rezoned this parcel from C-2 to R-3 High Density Residential. The .64 Acre property is planned for development in 4 phases with landscaping and is located in the Downtown Historic Overlay District as reflected in the May 6, 2021 Letter of Approval from the City. In November of 2019, Council approved an Exclusive Negotiating Agreement (ENA) with Veteran’s Housing Development Corporation (VHDC) for the disposition of the property. In January of 2022, the City Council approved an additional resolution extending the ENA to January 2023.

Government Code Section 52441(f)(1)(A) allows surplus land to be declared as exempt from the surplus land Act if that land is to be disposed of by a city for purposes of

development of affordable housing and such disposal is completed in a manner consistent with Government Code Section 37364. In order to satisfy the requirements for such declaration that the property is *exempt surplus* land, the City Council must make certain findings. These findings must include that the property can be used to provide affordable housing to persons and families of low and moderate income as defined in Section 50093 of the Health and Safety Code, and that the disposition of the property and use for affordable housing is in the City's best interests. The City may then dispose of the property for that purpose at less than fair market value and under conditions that the City deems to be best suited to the provision of such housing.

FISCAL IMPACT

No General Fund Impact

RECOMMENDATIONS

1. Adopt Resolution No. _____ - A RESOLUTION DECLARING THE PROPERTY LOCATED AT 711 MONTGOMERY STREET AS EXEMPT SURPLUS LAND AND MAKING ASSOCIATED FINDINGS

ATTACHMENTS

1. Resolution,
2. Map

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9201**

A RESOLUTION DECLARING THE PROPERTY LOCATED AT 711 MONTGOMERY STREET AS EXEMPT SURPLUS LAND AND MAKING ASSOCIATED FINDINGS

WHEREAS the City of Oroville owns a 0.64 Acre property located at 711 MONTGOMERY STREET, APN 012-064-001; and

WHEREAS the City has explored the use of the property for providing affordable housing through development of a 12-unit Veteran's Housing Project by the Veteran's Housing Development Corporation; and

WHEREAS the State Legislature, in Government Code Section 37364 reaffirmed its finding that provision of housing for all Californians is a concern of vital statewide importance; and

WHEREAS Section 37364 further authorizes a City, notwithstanding a City Charter or other provision of law, to sell, lease, exchange, quitclaim, convey, or otherwise dispose of the real property at less than fair market value to provide that affordable housing and under whatever terms and conditions the City deems best suited to the provision of such housing; and

WHEREAS Government Code Section 54221(f)(1)(A) authorizes a City to declare property to be disposed of pursuant to Section 37364 as "Exempt Surplus Land"; now

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

1. The City Council of the City of Oroville finds that the 0.64 Acre parcel owned by the City and located at 711 Montgomery Street can be used to provide housing affordable to persons and families of low or moderate income as defined in Section 50093 of the Health and Safety Code.
2. The City Council of the City of Oroville finds that the use of the property for provision of affordable housing is in the best interests of the City and its citizens.
3. That the City Council of the City of Oroville declares the 0.64 Acre parcel located at 711 Montgomery Street in the City of Oroville, CA as "Exempt Surplus Land" pursuant to Government Code section 54221(f)(1)(A).
4. That the City Council of the City of Oroville, hereby authorizes and directs staff to take all steps necessary and required to proceed

with disposition of the property for purposes of providing affordable housing in compliance with Government Code Section 37364; and to bring forth the agreement for purchase and sale or otherwise for disposal of the property to the City Council for final approval.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on December 5, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

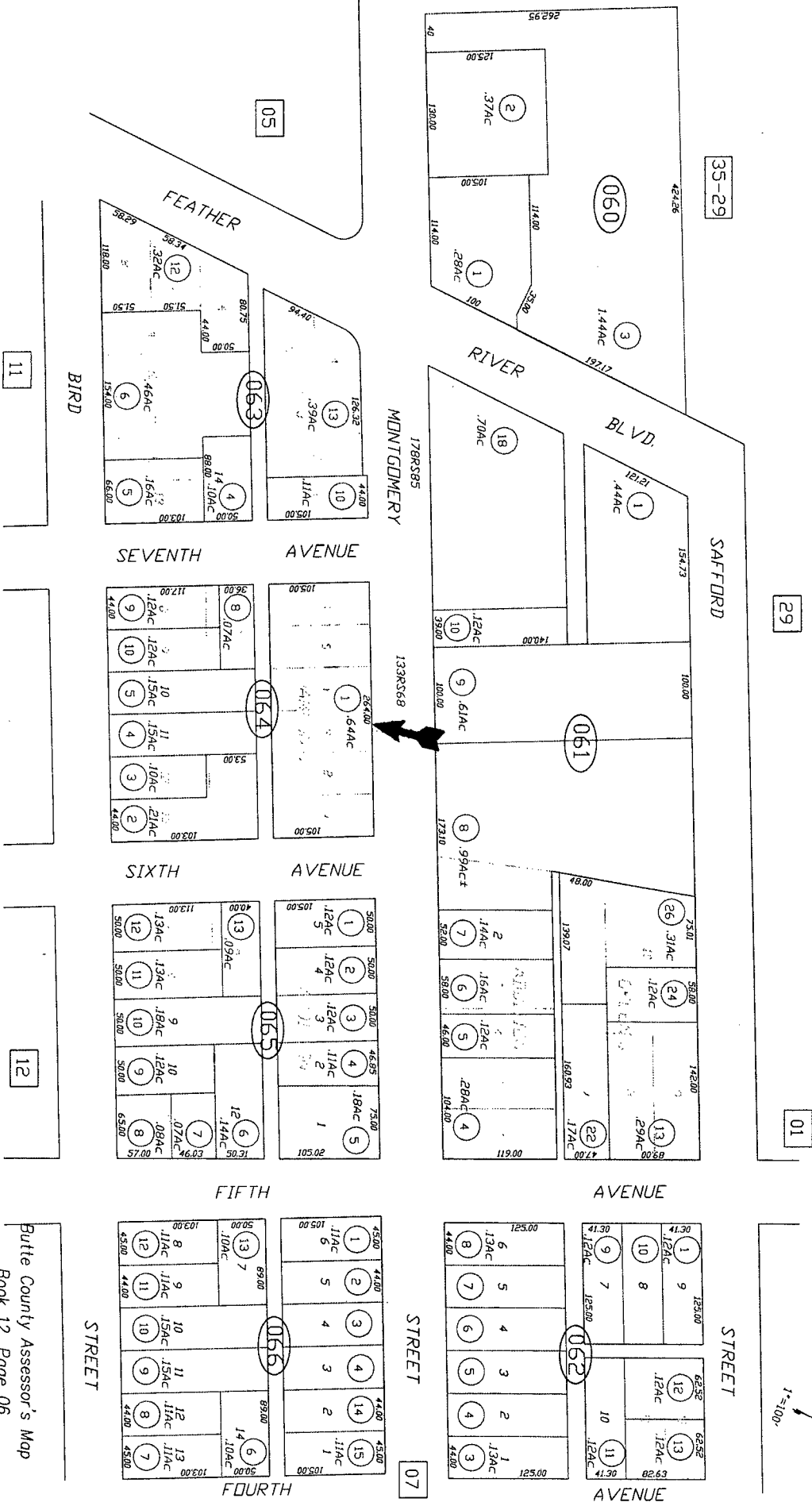
Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND SHOWN HEREON. YOU SHOULD NOT RELY ON THIS MAP FOR ANY PURPOSE OTHER THAN ORIENTATION OF THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. MID VALLEY TITLE AND ESCROW COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE THAT MAY RESULT FROM RELIANCE UPON THIS MAP.

SEC'S. 7 & 18, T.19N. R.4E. M.D.B.&M.

12-06



GREEN'S ADDITION, 1 M.D.R. 19
HAMMON'S ADDITION, 6 M.D.R. 85

All Assessors' maps are prepared for local property assessment purposes ONLY. Parcels shown thereon may not comply with State and local subdivision ordinances. No liability is assumed for use of information shown on any Assessor's map. ALL REVENUES APPLICABLE PER RELEVANT JURISDICTION.

CREATED BY DBI CREATED ON 02-09-2008
REVISED BY DBI REVISED ON 12-20-2011
FILE NAME 12-06 EFFECTIVE 2012-13 ROLL
Compiled By The Butte County Assessor's Office

Butte County Assessor's Map
Book 12, Page 06



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

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

**RE: AMENDMENT TO THE SUB-RECIPIENT AGREEMENT NUMBER 3437
WITH THE OROVILLE RESCUE MISSION FOR DIRECT SERVICES AND
HOUSING UNDER ENCAMPMENT RESOLUTION FUNDING, AMERICAN
RESCUE PLAN ACT FUNDING AND OTHER STATE AND FEDERAL
FUNDING**

DATE: DECEMBER 5, 2023

SUMMARY

The City Council may consider amending the Sub-recipient Agreement No. 3437 with the Oroville Rescue Mission to provide direct services and housing associated with the Mission Esperanza project, while utilizing Encampment Resolution Funding (ERF), American Rescue Plan Act (ARPA) Funding and other state and federal grant funding.

DISCUSSION

In December 2021, City staff, in partnership with the Oroville Rescue Mission submitted a competitive application and was awarded \$2,733,374.11 in Encampment Resolution Funding in October 2022 under Round 2 Lookback funds.

On December 6, 2022, City staff entered into a Sub-recipient Agreement with the Oroville Rescue Mission to provide direct services and housing under Encampment Resolution Funding.

On September 13, 2023, City received notification that the application that was submitted in June was funded under the 23-ERF-3-L funding cycle for the full amount of \$1,730,450 which is the remaining funding needed to secure the project budget.

City Staff is requesting that the City Council consider extending the Oroville Rescue Mission's agreement by an additional two years until April 30, 2027 to coincide with the grant term. Additionally, City staff is requesting to add an additional \$612,526 to the Oroville Rescue Mission agreement to complete the extended work associated with the additional funding.

FISCAL IMPACT

The additional funding will be provided from the Encampment Resolution Funding Grant, 23-ERF-3-L-00009, account number 1401600-23ERF3AD.

RECOMMENDATION

Adopt Resolution No. XXXX – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED SUB-RECIPIENT AGREEMENT WITH THE OROVILLE RESCUE MISSION TO INCREASE THE AMOUNT BY \$612,526.00 AND TO EXTEND THE AGREEMENT TO APRIL 30, 2027, TO PROVIDE DIRECT SERVICES AND HOUSING IN RELATION TO THE ENCAMPMENT RESOLUTION FUNDING – (Agreement No. 3437-1), AS WELL AS AMERICAN RESCUE PLAN ACT (ARPA) AND OTHER STATE AND FEDERAL FUNDING.

ATTACHMENTS

- A – Resolution No. XXXX
- B – Agreement No. 3437-1

Administering Agency: City of Oroville

Contract No. A-3437-1

This First Amendment to the Agreement between the City of Oroville and the Oroville Rescue Mission (“First Amendment”) in entered into by and between the City of Oroville, a municipal corporation (“Grantee”) and the Oroville Rescue Mission (“Subrecipient”). Grantee and Subrecipient may be referred to herein collectively as the “Parties”.

RECITALS

WHEREAS Grantee and Subrecipient entered into an Agreement on December 6, 2022, for Subrecipient to provide necessary housing and supportive services in support of the Encampment Resolution Funding (22-ERF-2-L-10006) (“Original Agreement”); and

WHEREAS the Grantee has applied for and received funds from the California Business, Consumer Services and Housing Agency under the third round of Encampment Resolution Funding (23-ERF-3-L-00009) which has extended the project term by an additional two years; and

WHEREAS the project will have capital improvement and programmatic needs at the Mission Esperanza shelter which necessitate additional funding to support staffing costs, operational costs, and rapid rehousing assistance; and

WHEREAS both Grantee and Subrecipient agree that this agreement supports the coordinated efforts of both parties on the Mission Esperanza project regardless of funding source; and

WHEREAS both Grantee and Subrecipient agree that funding for capital improvements takes priority over other program costs.

AGREEMENT

NOW THEREFORE, in consideration of the recitals contained herein, the Parties mutually agree to extend the agreement to April 30, 2027, and to increase the amount of the contract by \$612,526, not to exceed **One Million Nine Hundred and Two Thousand and Five Hundred Forty-One dollars** (\$1,902,541).

All of the terms and conditions not specifically modified amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the last date signed below.

CITY OF OROVILLE/GRANTEE:

By: _____
Brian Ring, City Administrator

Date: _____

OROVILLE RESCUE MISSION/SUBRECIPIENT:

By: _____

Date: _____

Allan Dikes, Executive Director

CITY OF OROVILLE
RESOLUTION NO. 9200

1

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING
THE MAYOR TO EXECUTE AN AMENDED SUB-RECIPIENT AGREEMENT WITH THE
OROVILLE RESCUE MISSION**

3

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

4

1. The Mayor is hereby authorized and directed to execute an amended Sub-recipient Agreement with the Oroville Rescue Mission to increase the agreement amount by \$612,526 and to extend The agreement term to April 30, 2027, to provide direct services and housing in relation to the Encampment Resolution Funding (Agreement No. 3437-1), as well as American Rescue Plan Act (ARPA) and other state and federal funding; and
2. The City Clerk shall attest to the adoption of this Resolution.

10

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on December 5, 2023, by the following vote:

AYES: 12

NOES: 13

ABSTAIN: 14

ABSENT: 15

16

17

David Pittman, Mayor

18
APPROVED AS TO FORM:

ATTEST:

19

20

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

21

22

23

24

25

26

27



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: WARMING AND COOLING CENTER AGREEMENT

DATE: DECEMBER 5, 2023

SUMMARY

Agreement with the Rescue Mission (Mission) to provide space as a seasonal warming and cooling center during days and nights when temperatures are at unhealthy levels for those with no access to shelter.

DISCUSSION

A warming and cooling center is a short-term emergency shelter that operates during periods of extreme high or low temperatures, or when a combination of certain levels of precipitation or wind chill become dangerously inclement. The paramount purpose is the prevention of death and injury from exposure to the elements and prevent conditions such as hypothermia, the risk for which is aggravated by factors such as age, alcohol consumption, and homelessness.

The City of Oroville and the Mission have had an agreement since 2020, whereby the City agrees to provide funding for the operation of a warming or cooling center on days when extreme weather conditions exist. The agreement states that the Mission will be open and available for those seeking shelter when temperatures drop below 40 degrees and it is raining or threatens to rain, and when winds are expected to exceed 15 MPH. The cost for this operation is \$350.00 per day and invoiced monthly with a not to exceed cost of \$20,000 annually.

FISCAL IMPACT

\$350.00 per day, not to exceed \$20,000 annually

RECOMMENDATION

Approve a two-year agreement with the Mission to operate a warming and cooling center to provide a health and safety benefit for the unhoused.

ATTACHMENTS

1. Agreement

AGREEMENT FOR WARMING / COOLING CENTER SERVICES

This Agreement is made and entered on _____, by and between the **City of Oroville** ("City") and the **Oroville Rescue Mission** ("Provider").

RECITALS

- A. Provider is experienced and competent to provide services to the unhoused and underserved of the Oroville community for the City of Oroville as required by this Agreement; and
- B. Provider possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Provider to render services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Provider shall perform the services described on the attached Exhibit A, hereto and incorporated herein by reference. Provider shall provide a safe and welcoming warming and cooling center for the Oroville community for the City of Oroville in the manner specified in Exhibit A subject to the direction of the City or its Administrator.
2. Time of Performance. The services of Provider are to commence upon execution of this **Agreement and shall continue until Until December 31, 2025.**
3. Compensation. Compensation to be paid to Provider shall be in accordance with the Schedule of Charges set forth in Exhibit 8, which is attached hereto and incorporated herein by reference. **In no event shall Provider's**

compensation exceed the amounts of \$20,000 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Provider's services, even if such defects were known to the

City at the time of payment.

4. Method of Payment. Provider shall submit monthly billings to City describing the work performed during the preceding month. Provider's bills shall include a brief description of the number of clients serviced, the date the services were performed. City shall pay Provider no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Provider perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Provider's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Provider shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. 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, Provider shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Provider, 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 Provider for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Provider or to any other party. Provider shall, at Provider's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

- a. 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 Provider under this Agreement (ADocuments and Data@). Provider 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. Provider represents and warrants that Provider has the legal right to license any and all Documents and Data. Provider makes no such representation and warranty in regard to Documents and Data which may be provided to Provider 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.
- b. 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 Provider in connection with the performance of this Agreement shall be held confidential by Provider. Such materials shall not, without the prior written consent of City, be used by Provider 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 Provider which is otherwise known to Provider or is generally known, or has become known, to the related industry shall be deemed confidential. Provider shall not use City's name or insignia, photographs relating to project for which Provider's services are rendered, or any publicity pertaining to the Provider'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. Provider's Books and Records.

- a. Provider 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 Provider to this Agreement.
- b. Provider 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 Provider'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 Provider'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.
8. Independent Contractor. It is understood that Provider, 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. Provider shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Provider hereby expressly waives any claim it may have to any such rights.
9. Interest of Provider. Provider (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 Provider's services hereunder. Provider 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.

Provider is not a designated employee within the meaning of the Political Reform Act because Provider:

- 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).)
10. Professional Ability of Provider. City has relied upon the professional training and ability of Provider to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Provider 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 Provider's field of expertise.
11. Compliance with Laws. Provider shall use the standard of care in its profession to

comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. Provider represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Provider to practice its profession. Provider represents and warrants to City that Provider 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.
13. Indemnity. Provider 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.
14. Insurance Requirements.
 - a. Provider, at Provider'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 AC@ attached hereto.
15. 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: **Brian Ring City of
Oroville
1735 Montgomery Street
Oroville, CA 95965-4897**

If to Provider: **Allan Dykes
Rescue Mission
P.O. Box 2481
Oroville, CA 95965**

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Provider. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
17. Amendments. This Agreement may be modified or amended only by a written document executed by both Provider and City and approved as to form by the City Attorney.
18. 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 Provider. Assignments of any or all rights, duties or obligations of the Provider under this Agreement will be permitted only with the express prior written consent of the City. Provider 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, Provider 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.

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.
20. 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.
21. 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.
22. 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.
23. 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.

24. 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.
25. Authority to Enter Agreement. Provider 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.
26. Prohibited Interests. Provider maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement. Further, Provider 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 Provider, 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.

- 27. Equal Opportunity Employment. Provider 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

Oroville Rescue Mission

David Pittman, Mayor

Authorized Representative

Scott Huber, City Attorney

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

EXHIBIT A: SCOPE OF SERVICES

Warming Center

The agreement states that the Mission will be open and available for those seeking shelter when temperatures drop below 40 degrees and it is raining or threatens to rain, and when winds are expected to exceed 15 MPH.

Cooling Center

The Emergency Cooling Center is activated where weather forecasts show the temperature staying at or above 100 degrees Fahrenheit with no precipitation for 3 consecutive days.

EXHIBIT B: SCHEDULE OF CHARGES

City will pay Provider \$350 for each 24-hour period that the center is operational as a warming or cooling center as outlined in this agreement. Invoices are to be delivered monthly and payments will be made within 30 days after receipt of billing. The annual billing shall not exceed \$20,000.

EXHIBIT C: INSUREANCE REQUIREMENTS

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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS
FROM: KAYLA REASTER, ASSISTANT CITY CLERK
RE: 2024 CITY OF OROVILLE MEETING SCHEDULE
DATE: DECEMBER 5, 2023

SUMMARY

The Council may consider adopting a meeting schedule for the 2024 year.

DISCUSSION

City Council meetings are held on the first and third Tuesdays of each month, with the ability to alter the schedule by a majority vote. The meeting dates in July, November, and December may be altered now, or at a later date, to accommodate holiday breaks. The proposed 2024 City of Oroville Meeting Schedule is attached to this Staff Report for the Council's consideration.

FISCAL IMPACT

None.

RECOMMENDATION

Approve the proposed City of Oroville 2024 Meeting Schedule; or
Provide Staff direction to modify the Meeting Schedule.

ATTACHMENTS

Draft City of Oroville Meeting Schedule

CITY OF OROVILLE MEETING SCHEDULE - 2024

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6			6	7	8	9	10			5	6	7	8	9
7	8	9	10	11	12	13	4	5	13	14	15	16	17	3	4	12	13	14	15	16
14	15	16	17	18	19	20	11	12	20	21	22	23	24	10	11	19	20	21	22	23
21	22	23	24	25	26	27	18	19						17	18					
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30
														31						

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6			7	8	9	10	11			4	5	6	7	8
7	8	9	10	11	12	13	5	6	14	15	16	17	18	2	3	11	12	13	14	15
14	15	16	17	18	19	20	12	13	21	22	23	24	25	9	10	18	19	20	21	22
21	22	23	24	25	26	27	19	20						16	17					
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6			6	7	8	9	10	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	13	14	15	16	17	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	20	21	22	23	24	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19						22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5			5	6	7	8	9	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	12	13	14	15	16	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	19	20	21	22	23	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18						22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

- City Council (1st and 3rd Tuesday of each month at 4:00 p.m.* AND 4:30 p.m**)
 - Regular Meetings - *Closed Session ** Open Session ***Public Hearings will be held at 5:15pm or later
- Planning Commission (4th Thursday of each month at 6:00 p.m. 3rd Thursday Nov.)
- Arts Commission (2nd Tuesday every other month at 4:00 p.m.)
 - Park Commission (2nd Tuesday every other month at 5:15 p.m.)
- Supplemental Benefits Fund Steering Committee (4th Wednesday of each quarter at 2 p.m)
- Housing Loan Advisory Committee (2nd Tuesday of each month at 10:00 a.m.)
 - Economic Development Loan Advisory Committee (meets on an as needed basis)
- Holiday
- Executive Committee (meets as needed)
- Citizens Oversight Committee (4th Tuesday of each quarter at 6:00)
- Development & Public Facilities Committee (meets on an as needed basis)
- Finance Committee (meets on an as needed basis)

DRAFT 10.30.2023



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: APPROVE NEW CITY OF OROVILLE BRANDING LOGO

DATE: DECEMBER 5, 2023

SUMMARY

Council consideration of a new City of Oroville branding logo as approved with community participation.

DISCUSSION

Logos are used as an identifier for organizations that wish to be recognized not by name only, but by an image that draws attention. On September 5, 2023, Council directed staff and the ad hoc creative committee to explore a new logo for the City of Oroville with community participation that would be used by staff for marketing and outreach to promote the City's abundance of opportunities.

The approach taken by the ad hoc committee was to engage the community by first requesting public opinion through a series of surveys. The initial survey posted on September 21, 2023, used various logo styles and requested that participants choose two out of the styles presented. In this survey vote on a style that would be used to move forward. Two "badge" style logos received the most votes with one receiving 130 and another receiving 135, for a total of 265 out of the total number of 329 voters, although the original logo scored closely to that of the badges, with 100 votes.

With the determination that the badge style of logo was the community preference, Northstar provided six-potential logos using the badge logo style. Staff narrowed the six down to two, then posted those, as well as the original logo in a new survey requesting that the community vote on which logo would be preferred. The community voted for a badge that displayed mountains in the background with a river flowing toward the viewer. A band across the middle in a slight arch displays the City's name.

To ensure that the community has had the opportunity to approve the final product, a workshop was held on November 29, 2023, at 5:00 pm in the Oroville Council Chambers. The public was invited to attend to provide input for how the logo might be tweaked with the intention that at the end of that workshop a vote would be held and the logo that received the highest number of votes would be the logo to be presented to City Council for consideration of adoption. One participant of the workshop presented some prepared adjustments to the latest draft of the logo that would allow the logo to be clearly identified when used in grey scale, black and white, as an

embossment, and could still be visibly identified when reduced to a size that would fit on a pen. The logo presented to Council tonight is the result of three community surveys collected digitally through outreach on multiple platforms and one, in person, public meeting. This image in Attachment A represents a unanimous consensus of those that participated during the November 29, 2023, workshop.

FISCAL IMPACT

None.

RECOMMENDATION

Approve the logo as presented in Attachment A

ATTACHMENTS

1. New Logo

ATTACHMENT A









CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR
FRED MAYO, DIRECTOR OF PUBLIC WORKS

RE: APPROVAL OF COMMERCIAL PURCHASE AGREEMENT AND JOINT
ESCROW INSTRUCTIONS

DATE: DECEMBER 5, 2023

SUMMARY

The Council authorized staff to enter into negotiations related to a new site for relocation of the corporation yard. Staff has tentatively agreed with a property owner for the purchase of a site suitable for the City's needs. The Council will consider approval of the commercial purchase agreement and joint escrow instructions for the property located at 655 Cal Oak Road in Oroville ("Property") which is currently the site of Endeavor Homes, Inc.

DISCUSSION

On November 7, 2023, the City Council authorized staff to negotiate the City's purchase of the Property along with authority to execute a Purchase and Sale Agreement for the Property. Consistent with the authority provided by the City Council, staff negotiated a purchase price of \$2,750,000, which includes approximately \$100,000 of equipment. Thus, the purchase price of the real property is \$2,650,000, within the market value range for the Property. The purchase of the Property is contingent upon a review and approval of the Property during the due diligence period. It is anticipated that the close of escrow will occur on or before January 31, 2024. Further, the seller would like to remain in possession following close of escrow to facilitate the sale and removal of all other personal property from the site.

The proposed acquisition aligns with the City's General Plan. Staff members believe that the new location at 655 Cal Oak provides a unique opportunity for the City by offering a properly sized corporation yard with updated office space, training facilities, covered and indoor parking with room to grow. The administration building introduces essential amenities, such as a functional break room and women's restroom facilities, addressing longstanding needs within our corporation yard while also modernizing fleet maintenance services and office space capabilities. Tenant improvements including a new fuel island, backup generator, modernization of the shop, along with some other modernizations would follow. The new location signifies a positive advancement for the city's infrastructure and the well-being of its staff.

Staff has reviewed the property purchase to determine the required level of review under the California Environmental Quality Act (CEQA). The proposed activity is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). CEQA Guidelines section 15061(b)(3) provides that an activity is covered by the commonsense

exemption where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. In this instance, there is no possibility that the proposed property acquisition will result in a physical change in the environment. The Property consists of land which is utilized for commercial purposes which are not significantly different than how the City intends to utilize the Property. The acquisition of the Property will maximize the use of current structures, and will require some modifications which are not significant in nature. Therefore, the proposed purchase is exempt from CEQA review.

Staff recommends authorizing the close of escrow and completing the purchase of the Property and equipment, at the negotiated purchase price of \$2,750,000.

FISCAL IMPACT

Funding will be provided from the following:

- RDA Bond fund balance in the amount of \$1,059,599.75; and
- The remainder shall come from Local Recovery Funds.

RECOMMENDATION

Adopt Resolution No. XXXX - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY OF OROVILLE AND ENDEAVOR HOMES, INC.

ATTACHMENTS

- (1) Resolution XXXX
- (2) Commercial Purchase Agreement and Joint Escrow Instructions

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9197**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL PURCHASE
AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY OF
OROVILLE AND ENDEAVOR HOMES, INC.**

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

- 1. The Mayor is hereby authorized and directed to execute an agreement between the City of Oroville and Endeavor Homes, Inc. 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 December 5, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk



COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form CPA, Revised 12/22)

Item 10.

Date Prepared: November 15, 2023

1. OFFER:

- A. THIS IS AN OFFER FROM The City of Oroville, Brian Ring (City Administrator) ("Buyer").
 Individual(s), A Corporation, A Partnership, An LLC, Other Municipal Government
- B. THE PROPERTY to be acquired is 655 Cal Oak Rd, situated in Oroville (City), Butte (County), California, 95965 (Zip Code), Assessor's Parcel No(s) 035380068, 035380067 & 038380061 ("Property").
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.
- D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction.
- Seller's Brokerage Firm: Perkins Realty License Number 01856419
 Is the broker of (check one): the Seller; or both the Buyer and Seller (Dual Agent).
- Seller's Agent Scott Perkins License Number 01856419
 Is (check one): the Seller's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
- Buyer's Brokerage Firm Perkins Realty License Number 01856419
 Is the broker of (check one): the Buyer; or both the Buyer and Seller (Dual Agent).
- Buyer's Agent Scott Perkins License Number 01856419
 Is (check one): the Buyer's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
- C. More than one Brokerage represents Seller, Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price \$ <u>2,750,000.00</u>	<input checked="" type="checkbox"/> All Cash
B	Close of Escrow (COE)	<input type="checkbox"/> Days after Acceptance OR on <input checked="" type="checkbox"/> <u>01/31/2024</u> (date) (mm/dd/yyyy)	
C	39A	Expiration of Offer 3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or <input type="checkbox"/> AM <input type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount \$ <u>3,000.00</u> (<u>0.11</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/> _____
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) \$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> _____
E(1)	5C(1)	Loan Amount(s): First Interest Rate _____ Points _____ If FHA or VA checked, Deliver list of lender required repairs \$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate, • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above 17 (or _____) Days after Acceptance	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate _____ Points _____ \$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(3)	7A	Occupancy Type	Investment
F	5D	Balance of Down Payment	\$ <u>2,747,000.00</u>
PURCHASE PRICE TOTAL		\$ <u>2,750,000.00</u>	

© 2022, California Association of REALTORS®, Inc.

CPA REVISED 12/22 (PAGE 1 OF 17)

Buyer's Initials BRR

Seller's Initials [Signature]

COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (CPA PAGE 1 OF 17)



Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer <input type="checkbox"/> \$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____		
G(3)	21	<input type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached). Seller's Broker's offer, if any, to compensate Buyer's Broker is unaffected unless Otherwise Agreed.	
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or <u>5</u>) Days after Acceptance
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance <input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval
I Intentionally Left Blank			
J	19	Final Verification of Condition	5 (or _____) Days prior to COE
K	26	Assignment Request	17 (or _____) Days after Acceptance
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance <input checked="" type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance <input checked="" type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 15	Investigation of Property Informational Access to Property Buyer's right to access the Property for informational purposes only is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.	17 (or <u>45</u>) Days after Acceptance 17 (or _____) Days after Acceptance REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H. <input type="checkbox"/> CR attached
L(4)	8D, 17A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later
L(5)	8E, 16A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later
L(6)	8F, 11C	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later
L(7)	8G, 9B(6)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later
L(8)	8J	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached	
M		Possession	Time for Performance
M(1)		Vacant Units; Tenant Occupied Units being delivered subject to tenant rights	Upon notice of recordation On COE date <input type="checkbox"/> Tenant Occupied Unit(s) to be delivered vacant (#s _____)
M(2)	7C	Seller Occupied	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or _____ AM/ <input type="checkbox"/> PM COE date or, if checked below, <input checked="" type="checkbox"/> _____ days after COE (29 or fewer days) <input type="checkbox"/> _____ days after COE (30 or more days)
N		Documents/Fees/Compliance	Time for Performance
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after Delivery
N(3)	11C(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance
N(5)	35	Evidence of representative authority	3 Days after Acceptance

[Signature]

O	Intentionally Left Blank		
P	Items Included and Excluded		
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: <input checked="" type="checkbox"/> (1) Heister (1) Cat Forklifts <input checked="" type="checkbox"/> (1) Ford F450 flatbed/dumped <input checked="" type="checkbox"/> (2) commercial air compressors	
P(2)	9	Excluded Items: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____	
Q	Allocation of Costs		
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)
Q(1)	10A, 11D	Natural Hazards Zone Disclosure Report, including tax information	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Provided by: _____
Q(2)	15B(1)(D)	Environmental Survey	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(3)		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(4)	10B(1)	Smoke alarm, CO detectors, water hazard testing	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(5)	10A, 10B(2)	Government Required Point of Sale Inspections, reports	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(6)	10B(2)(A)	Government Required Point of Sale corrective/remedial actions	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(7)	22B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both 50/50 <input type="checkbox"/> Each to pay their own fees
Q(8)	16	Owner's title insurance policy	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both 50/50
Q(9)		Buyer's Lender title insurance policy	Buyer
Q(10)		County transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both 50/50
Q(11)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both 50/50
Q(12)	11C(2)	HOA fee for preparing disclosures	Seller
Q(13)		HOA certification fee	Buyer
Q(14)		HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(15)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____
Q(16)	10B(4)	Installation of safety features, required by law	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(17)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
R	Additional Tenancy Documents: <input type="checkbox"/> Income and Expense Statements <input type="checkbox"/> Tenant Estoppel Certificate		
S	OTHER TERMS: _____		

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
- Other _____

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Addendum # _____ (C.A.R. Form ADM)
- Assumed Financing Addendum (C.A.R. Form AFA)
- Short Sale Addendum (C.A.R. Form SSA)
- Back Up Offer Addendum (C.A.R. Form BUO)
- Court Confirmation Addendum (C.A.R. Form CCA)
- Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
- Buyer Intent to Exchange Addendum (C.A.R. Form BX) Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- Other _____

BR

[Handwritten Signature]

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and intended to be incorporated into this Agreement.)

- Buyer's Investigation Advisory (C.A.R. Form BIA)
- Wire Fraud Advisory (C.A.R. Form WFA)
- Wildfire Disaster Advisory (C.A.R. Form WFDA)
- Trust Advisory (C.A.R. Form TA)
- REO Advisory (C.A.R. Form REO)
- Other: _____
- Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
- Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- Short Sale Information and Advisory (C.A.R. Form SSIA)
- Probate Advisory (C.A.R. Form PA)
- Other: _____

(Parties may also receive a privacy disclosure from their own Agent.)

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

- (1) INITIAL DEPOSIT: Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
- (2) INCREASED DEPOSIT: Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
- (3) RETENTION OF DEPOSIT: Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney. (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.

B. ALL CASH OFFER: If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

- (1) FIRST LOAN: This loan will provide for conventional financing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA), Subject To Financing, Assumed Financing, or Other is checked in paragraph 3E(1).
- (2) ADDITIONAL FINANCED AMOUNT: If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Subject To Financing, Assumed Financing, or Other is checked in paragraph 3E(2).
- (3) BUYER'S LOAN STATUS: Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) ASSUMED OR SUBJECT TO FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.
- (5) Buyer shall, within the time specified in paragraph 3E(1), Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.

B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

A. OCCUPANCY: Buyer intends to occupy the Property as indicated in paragraph 3E(3). Occupancy may impact available financing.

B. CONDITION OF PROPERTY ON CLOSING:

- (1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
- (2) Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.

C. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW: If Seller has the right to remain in possession after Close Of Escrow pursuant to paragraph 3M(2) or as Otherwise Agreed, (i) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; (ii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan; and (iii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties.

D. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.

E. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**A. LOAN(S):**

- (1) This Agreement is, unless otherwise specified in paragraph 3L(1) or an attached CR form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in paragraph 3L(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- (1) This Agreement is, unless otherwise specified in paragraph 3L(2) or an attached CR form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3L(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in paragraph 3L(2), then Buyer may not use the loan contingency specified in paragraph 3L(1) to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3L(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

(3) **Fair Appraisal Act:** The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

C. INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 3L(3), contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

D. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in paragraph 3L(4), contingent upon Buyer's review and approval of Seller's documents required in paragraph 16A.

E. TITLE:

- (1) This Agreement is, as specified in paragraph 3L(5), contingent upon Buyer's ability to obtain the title policy provided for in paragraph 16G and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has 5 Days after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11C ("CI Disclosures").

- G. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any item, disclosed pursuant to paragraph 9B(6), is, as specified in paragraph 3L(7), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in paragraph 3L(7), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller disclosed leased or lienied items.
- H. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.
- I. REMOVAL OF CONTINGENCY OR CANCELLATION:**
- (1) For any contingency specified in paragraph 3L, 8, or elsewhere, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
 - (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in paragraph 3L or 5 Days after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
 - (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.
- J. SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in paragraph 3L(8).
- 9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**
- A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.
- B. ITEMS INCLUDED IN SALE:**
- (1) All EXISTING fixtures and fittings that are attached to the Property;
 - (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not included in paragraph 3P), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in paragraph 3P, if currently existing and owned by Seller at the time of Acceptance.
Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager, tenant, or other third party, the item should be listed as being excluded in paragraph 3P(2) or excluded by Seller in a counter offer.
 - (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in paragraph 3P, all such items are included in the sale, whether hard wired or not. Buyer is advised to use paragraph 3P(1) or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
 - (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use paragraph 3P(1) or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
 - (5) Non-Dedicated Devices: All smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.
 - (6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in paragraph 3N(1), shall (i) disclose to Buyer if any item or system specified in paragraph 3P or 9B or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
 - (7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(6), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
 - (8) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 3N(1).
 - (9) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
 - (10) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

Property Address: 355 Cal Oak Rd, Oroville, CA 95965Date: November 15, 20

Item 10.

C. **ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: (i) All items in paragraph 3P(2); (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.

10. **ALLOCATION OF COSTS:**

A. **INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES:** Paragraphs 3Q(1-3) and (5) only determines who is to pay for the inspection, report, test, certificate or service mentioned; it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). Any reports in these paragraphs shall be Delivered in the time specified in Paragraph 3N(1).

B. **GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:**

(1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in paragraph 3N(4). If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

(2) **POINT OF SALE REQUIREMENTS:**

(A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.

(B) Buyer shall be provided, within the time specified in paragraph 3N(1), unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

(3) **REINSPECTION FEES:** If any repair in paragraph 10B(1) is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.

(4) **INSTALLATION OF SAFETY FEATURES:**

(A) The following installations shall be completed prior to final verification of condition unless Otherwise Agreed: (i) approved fire extinguisher(s), sprinkler(s), and hose(s), if required by law; and (ii) drain cover and anti-entrapment device or system meeting the minimum requirements permitted by the U.S. Consumer Products and Safety Commission for any pool or spa.

(B) If Buyer is to pay for these installations, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the installation.

(5) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

11. **SELLER DISCLOSURES**

A. **WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; OR (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

B. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

C. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

(1) Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

(2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in paragraph 3N(3), order from, and pay any required fee for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

Property Address: 655 Cal Oak Rd, Oroville, CA 95965

Date: November 15, 20

Item 10.

- D. **SOLAR SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all known information about the solar panels or solar system. Seller may use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
 - E. **NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in paragraph 3N(1), if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
 - F. **WATER CONSERVING PLUMBING DEVICES:** Civil Code § 1101.5 requires all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller shall, within the time specified in paragraph 3N(1), disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or ESD. See C.A.R. Form WQMD for more information.
 - G. **SURVEY, PLANS, AND ENGINEERING DOCUMENTS:** Seller, within the time specified in paragraph 3N(1), shall provide to Buyer, Copies of surveys, plans, specifications, and engineering documents, if any, prepared on Seller's behalf or in Seller's possession.
 - H. **PERMITS:** Seller, within the time specified in paragraph 3N(1), shall provide to Buyer, if in Seller's possession, copies of all permits and approvals, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
 - I. **STRUCTURAL MODIFICATIONS:** Seller, within the time specified in paragraph 3N(1), shall in writing disclose to Buyer, known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
 - J. **GOVERNMENTAL COMPLIANCE:** Within the time specified in paragraph 3N(1),
 - (1) Seller shall disclose to Buyer any improvements, additions, alterations, or repairs to the Property made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals
 - (2) Seller shall disclose to Buyer if Seller has actual knowledge of any notice of violations of Law filed or issued against the Property.
 - K. **VIOLATION NOTICES:** Within the time specified in paragraph 3N(1), Seller shall disclose any notice of violations of any Law filed or issued against the Property and actually known to Seller
 - L. **KNOWN MATERIAL FACTS:** Seller shall, within the time specified in paragraph 3N(1), DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
 - M. **COMMERCIAL SELLER PROPERTY QUESTIONNAIRE:** Seller shall, within the time specified in paragraph 3N(1), complete and provide Buyer with a Commercial Seller Property Questionnaire (C.A.R. Form CSPQ).
 - N. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
12. **TENANCY RELATED DISCLOSURES:** Within the time specified in paragraph 3N(1), and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
- A. **RENTAL/SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
 - B. **INCOME AND EXPENSE STATEMENTS:** If checked in paragraph 3R, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
 - C. **TENANT ESTOPPEL CERTIFICATES:** If checked in paragraph 3R, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
 - D. **SELLER REPRESENTATIONS:** Unless otherwise disclosed under paragraph 11, paragraph 12, or under any disclosure Delivered to Buyer:
 - (1) Seller represents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property or the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 - (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 - (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
13. **CHANGES DURING ESCROW:**
- A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in paragraph 13B: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv) change the status of the condition of the Property.
 - B. (1) At least 7 Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change (2) Within 5 Days after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.

BRD

[Signature]

- 14. SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with an agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.
- 15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A.** Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B.** Buyer Investigations include, but are not limited to:
- (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(3)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's investigation contingency.
 - (2) Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations include, but are not limited to, an investigation of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
- C.** Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D.** Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- E.** **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- 16. TITLE AND VESTING:**
- A.** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C.** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
- D.** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E.** If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- F.** Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- G.** Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC). Item 10.

- A. SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 9B(6), 9B(8), 10, 11A, 11C-L, 12, 15A, 16D, and 35.
- B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
- (1) Buyer has the time specified in paragraph 3 to perform Buyer Investigations; review all disclosures, Reports, lease documents to be assigned by Buyer pursuant to paragraph 9B(6), and other applicable information, which Buyer receives from Seller, and approve all matters affecting the Property.
 - (2) Buyer may, within the time specified in paragraph 3L(3), request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
 - (3) Buyer shall, by the end of the times specified in paragraph 3L (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in paragraph 3N(1), then Buyer has 5 Days after Delivery of any such items, or the times specified in paragraph 3L, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under paragraph 11L.
 - (4) Continuation of Contingency: Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 17C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 17C(1).
- C. SELLER RIGHT TO CANCEL:**
- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by paragraph 5C(5) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vi) In writing assume or accept leases or liens specified in paragraph 8G; (vii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 16E; (viii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 5A(2) and 36; (ix) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 35; or (x) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
 - (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
- D. BUYER RIGHT TO CANCEL:**
- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
 - (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
 - (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been removed in writing.
- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

Property Address: 655 Cal Oak Rd, Oroville, CA 95965

Date: November 15, 20

Item 10.

- G. **DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is Incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.
- H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.
- 18. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in paragraph 3J, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 7B; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 21. **BROKERS AND AGENTS:**
 - A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see paragraph 3G(3)), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.
 - B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
 - C. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
- 22. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
 - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 11A, 11C(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 33, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.

Property Address: 655 Cal Oak Rd, Oroville, CA 95965Date: November 15, 20

Item 10.

- B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 10, 11, or elsewhere in this Agreement.
- C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 11A, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11A.
- D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to paragraph 21A and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 21A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraph 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.
23. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
25. **ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 37A.
26. **ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in paragraph 6B. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in paragraph 3K, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOOA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
27. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
28. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.

- 29. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing, to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 30. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 31. COPIES:** Seller and Buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 32. DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. "Acceptance" means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - B. "Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in paragraph 2B.
 - C. "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - D. "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - E. "Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.
 - F. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - G. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 - H. "Copy" means copy by any means including photocopy, facsimile and electronic.
 - I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
 - J. "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.
 - K. "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
 - L. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agreed to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - M. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - N. "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in paragraph 39 or paragraph 40.
 - O. "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
 - P. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - Q. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

- 33. TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions hereinafter set forth. Individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
- 34. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 35. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 39 or 40** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party and Escrow Holder, within as specified in **paragraph 3N(5)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

36. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials

BRD

Seller's Initials

/

37. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

38. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials

BRD

Seller's Initials

[Signature]

39. OFFER

- A. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in paragraph 3C, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. Seller has no obligation to respond to an offer made.
- B. **ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
 - (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
 - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 35 for additional terms.
 - (3) The name(s) of the Legally Authorized Signer(s) is/are: _____
 - (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
 - (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

C. The CPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of BUYER: The City of Oroville

Printed Name of Legally Authorized Signer: Brian Ring (City Administrator) Title, if applicable, _____

(Signature) By, CE2C49EAFB4406 Date: 11/17/2023 | 4:20

Printed name of BUYER: Brian Ring (City Administrator)

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

40. ACCEPTANCE

- A. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer. Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below. Seller shall return and include the entire agreement with any response.

Seller Counter Offer (C.A.R. Form SCO or SMCO)

Back-Up Offer Addendum (C.A.R. Form BUO)

- B. **Entity Sellers:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 35 for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: _____
- (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

C. The CPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of SELLER: Endeavor Homes Inc

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: 11/23/2023

Printed name of SELLER: William Wicklas (Vice President) (Vice President)

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials

Item 10.

REAL ESTATE BROKERS SECTION:

1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. Cooperating Broker Compensation: Seiler's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
4. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. Agents' Signatures and designated electronic delivery address:

A. Buyer's Brokerage Firm Perkins Realty Lic. # 01856419
 By Scott Perkins Lic. # 01856419 Date 11/17/2023 | 4:36
 By _____ Lic. # _____ Date _____
 Address 1900 Oro Dam Blvd Ste 12 City Oroville State CA Zip 95966
 Email scottperkins@startmail.com Phone # (530)864-1520

- More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
 More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (check all that apply):

Email above Text to Phone # above Alternate: _____

B. Seller's Brokerage Firm Perkins Realty Lic. # 01856419
 By Scott Perkins Lic. # 01856419 Date 11/17/2023 | 4:36
 By _____ Lic. # _____ Date _____
 Address 3014 Olive Highway City Oroville State CA Zip 95966
 Email scottperkins@startmail.com Phone # _____

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
 More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent) (check all that apply):

Email above Text to Phone # above Alternate: _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to paragraph 22 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: SP / _____ Seller's Brokerage Firm presented this offer to Seller on 11/17/2023 | 4:36 PM P:
Broker or Designee Initials

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®, REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

CPA REVISED 12/22 (PAGE 17 OF 17)

Buyer's Initials _____

BR

Seller's Initials _____





CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM No. 1 (C.A.R. Form ADM, Revised 12/21)

Item 10.

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [] Residential Lease or Month-to-Month Rental Agreement, [] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [] Other _____, dated November 15, 2023, on property known as 655 Cal Oak Rd Oroville, CA 95965 ("Property/Premises"),

in which The City of Oroville, Brian Ring (City Administrator) is referred to as ("Buyer/Tenant") and Endeavor Homes Inc, William Wicklas (Vice President) is referred to as ("Seller/Landlord"). Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

- 1. Seller understands that purchase shall be contingent upon completion of Buyer's public process of City Council approval at the next meeting.
2. Buyer understands that Seller similarly requires a formal vote and resolution by its shareholders per its corporate bylaws. Buyer agrees to hold a meeting within two weeks of escrow opening.
3. Seller agrees to allow buyer access to property for planning and assessment purposes.
4. Seller agrees to have any/all tenants vacate the property on or before close of escrow.
5. Seller understands that buyer shall have occupancy of the "truck shop" whereas Seller shall have limit access and occupancy for 14 days after close of escrow.
6. Seller understands that buyer may begin some improvements during Seller's temporary occupancy (ie: bathroom in truck shop, preparatory work for a future fuel island north-east corner of fenced yard, etc.)
7. In addition to the items in Section P(1) of the purchase agreement, Buyer agrees to include some office furniture including some drafting tables (exact items TBD by both parties during the investigation period of the purchase agreement.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant: The City of Oroville, Brian Ring (City Administrator) Date: 11/17/2023 | 4:20 PM
Seller/Landlord: Endeavor Homes Inc, William Wicklas (Vice President) Date: 11/22/2023

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020



ADM REVISED 12/21 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: FRED MAYO, DIRECTOR OF PUBLIC WORKS

RE: PRESENTATION OF AIRPORT UPDATE AND REQUEST TO MODIFY CONTRACT BETWEEN THE CITY OF OROVILLE AND JENCO AVIATION

DATE: DECEMBER 5, 2023

SUMMARY

Staff will provide an update as requested by Council, on the status of the airport for 2023 including timeline for upcoming projects, potential for growth opportunities and Jennifer Anderson, DBA JenCo Aviation, will provide an update on operations of the FBO at Oroville Airport. Additionally, Council is requested to approve changes to the contract between JenCo Aviation and the City of Oroville following a review of the contract by staff and City Attorney.

DISCUSSION

As requested by City Council, staff will provide an update as outlined above, to include future projects, potential growth opportunities for existing ground leases as well as new construction.

Additionally, following a review of the contract between the City of Oroville and JenCo Aviation, it has been determined that changes to the contract are necessary regarding the fueling operations through the use of a Jet A refueler purchased by JenCo Aviation, due to the City's truck being antiquated and deemed inadequate by the City's fuel provider EPIC Aviation Fuels. Staff is requesting JenCo Aviation be provided a monthly stipend to offset the cost of the truck and that the City cover the costs of the maintenance related to filter and hose changes for the Jet A dispenser system. Also, changes to the language for responsibility of utilities for the FBO to include garbage removal (not including large or hazardous items), water and sewer (sewer is already provided by the City for the FBO building).

FISCAL IMPACT

The Airport Fund would cover the cost of the stipend and maintenance items. The stipend is recommended to be \$650 per month and it is anticipated that the maintenance (replacement hoses and filters) would be approximately \$500 annually on average. Hoses are required to be changed every 10 years and filters are required to be changed annually at minimum. Also, costs associated with the added utilities listed above.

RECOMMENDATION

Accept update for information and approve the changes to the contract between JenCo Aviation and the City of Oroville to include all utilities at FBO, the stipend for the fuel truck, and costs associated with maintenance of the portion of the truck that dispenses fuel to jet aircraft.

ATTACHMENTS

Airport update Power point presentation; and
Edited contract between JenCo Aviation and the City of Oroville.

**AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF OROVILLE AND JENNIFER ANDERSON DBA JENCO AVIATION
(Agreement No. 3485)**

This First Amendment (“First Amendment”) dated December 5, 2023, is to the Agreement (“Agreement”) between the City of Oroville and Jennifer Anderson dba JenCo Aviation (“Lessee”) for Fixed Base Operator Services at the Oroville Airport. In consideration of the terms and conditions herein, the City of Oroville and Lessee agree that Agreement shall be amended as follows:

1. Section 3.03 shall be replaced with the following language: “Rental of Hangar Buildings: The Lessor agrees to pay the Lessee a monthly stipend, totaling the monthly rent of the G & H hangar buildings for the first year. JenCo Aviation profit and loss will be reviewed annually, and the monthly stipend will remain the same or be increased as necessary.”
2. Section 3.07 shall be replaced with the following language: “Utilities: Lessor shall pay one-hundred percent (100%) of electric, gas, garbage and other utility services to the leased buildings.”
3. Section 5.13 shall be replaced with the following language: “Fixed Base Operator (FBO) Service to the Public: Lessee may provide aviation services to the public, including: minor and major service and mechanical work on aircraft, flight instruction and training, student aircraft rentals, scenic tours, aviation accessory sales, vending machine sales and radio, electronic or other avionics equipment sales, car rental, shuttle or hotel reservations, and air shows, fly-ins, or other aviation events, but shall not otherwise provide any other commercial or public services, either profit or nonprofit at the premises without written consent of Lessor. Lessee shall manage tie-down and hangar building leases/rentals as shown in Exhibit A. Lessee may sell Jet A fuel on behalf of the City using Lessee’s own fueling truck. Lessor shall pay Lessee \$650 per month for the use of Lessee’s fuel truck, as well as pay for the fuel truck’s replacement filters and hoses, as required. In addition, the Lessee will receive a fuel flowage fee of 50% of the net profit per gallon from Jet A fuel sold through the full-service Jet A truck.
4. Conflicts between the Agreement and this First Amendment shall be controlled by this First Amendment. All other provisions within the Agreement shall remain in full force and effect.

///
///
///

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

CITY OF OROVILLE

JENNIFER ANDERSON DBA JENCO AVIATION

By: _____
David Pittman, Mayor

By: _____
Jennifer Anderson

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott Huber, City Attorney

By: _____
City Clerk

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9198**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE LEASE
AGREEMENT BETWEEN THE CITY OF OROVILLE AND JENNIFER ANDERSON**

**(Amended Agreement No. 3485)
First Amendment**

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

- 1. The Mayor is hereby authorized and directed to execute an amendment to the agreement between the City of Oroville and Jennifer Anderson dba JenCo Aviation. 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 December 5, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

Oroville Municipal Airport

Cody Nissen
Airport Manager

Oroville Municipal Airport Highlights

- 1. Fuel sales
- 2. Airport Manager Responsibilities
- 3. Recent and Upcoming Airport Inspections
- 4. Planned Future Capital Projects/Improvements
- 5. Public Safety Utilization
- 6. Airport Operations
- 7. Airport Marketing/Potential Use
- 8. FBO Update (Fuel, Maintenance Activities, Flight Instruction, Community Events)

Oroville Municipal Airport Fuel Sales 2023



100 LL AVGas Sales 2023

- January 922.5G
- February 1160.7G
- March 693.5G
- April 1988.4G
- May 2224.4G
- June 1640.6G
- July 2887.3G
- August 3028.3G
- September 3133.2G
- October 1766.4G

Jet A Fuel Sales 2023

• January	777.2G
• February	195.2G
• March	661.1G
• April	1486.1G
• May	1462.2G
• June	1334.4G
• July	809.3G
• August	1581.2G
• September	2113.5G
• October	719.2G

Airport Manager - Typical Responsibilities

- Currently finalizing agreement with FAA for Flight Check of calibration of VGSI / PAPI fixtures on runways 13/31 and 02/20. This has been a very long and tedious process
- FAA grant billing through Delphi Invoicing
- Environmental impacts following jet excursion off RW 02
- Hangar reassignments
- Ground lease expirations
- Security of facility, perimeter, and fueling system
- FOD and lighting inspections / repairs

Typical tasks cont'd

- Preparation for upcoming projects through coordination with engineering consultant
- Implementation of City Council's short- and long-term goals

Inspections for 2023

- EPIC Aviation Fuels inspection 09/27/23
- Cal-Trans Division of Aeronautics inspection 11/08/23
- PAPI Flight Check (pending).

Future projects through ACIP

- FY-24- Design / Construct: Crack seal main ramp near FBO
- FY-24- Design / Construct: Crack seal taxiway
- FY-25- No projects planned. Time used for design of FY-26 projects
- FY-26- Develop new tee hangar taxilane site. (Collector Taxiway 35' x 265', tee hangar taxilane 2@ 25' x 340')
- FY-27- Design phase to reconstruct and realign taxiway "S" and apron (golf course taxiway). FAA standards do not allow direct access from an apron to a runway.
- FY-27- Design phase to rehabilitate runway 02/20 and runway lighting system

Future projects through ACIP cont'd.

- FY-28- Construction of realigned taxiway “S” and apron (golf course taxiway and tie-down)
- Taxiway 25’ x 640’ / aprons 25,100 Sq. Ft.
- FY-29- Construction to rehabilitate runway 02/20 and Runway Lighting System
- Runway 02/20 100’ x 6,020’
- FY-30- Design / Construct new aboveground fuel farm facility near south ramp (subject to change)

Airport Emergency / Public Safety Use

- At times of immediate need the airport south ramp has become a “Helitack Base” at a moments notice for Cal-Fire operations including contract “Call-When-Needed” helicopters.
- The Airport Manager will work to update and strengthen contracts with Cal-Fire and USFS so that these contracts are in place and robust in times of immediate need. This streamlines the operational and financial processes to save precious time in an emergency.

Public Safety



Regional Jet operations



Regional Jet Operations cont'd



Airport Operations 2023

Data from MotionInfo

- ****Each take off is an operation and each landing is an operation****
- Jan 2023 560
- Feb 2023 456
- Mar 2023 390
- Apr 2023 268
- May 2023 659
- June 2023 706
- July 2023 825
- Aug 2023 697
- Sep. 2023 595

Ground lease options / interest

- BCMVCD has expressed interest in expansion
- Regained interest in AFC building 250 Airport Parkway which may augment into future helicopter training options
- Interest in a new ground lease for a 6,000' to 10,000' hangar for an expansion of a business from out of town with manufacturing job creation related to aviation. Currently have their products on approximately 11,000 helicopters worldwide.
- Airport Manager will be investigating the feasibility of charging stations and additional interests to attract EVTOL aircraft future operations.

Immediate and future

- FBO main hangar bay roof resealing
- Auction / sell old fuel truck
- Fuel card reader kiosk upgrade / replacement with cellular unit (pending)
- Fiberoptic line ran to airport due to inadequate phone / internet service

QUESTIONS ON AIRPORT OPS?



FBO / JenCo Aviation



FBO owned Jet A refueler truck

Jet A refueler truck purchased by FBO at their expense from EPIC Fuels. City's truck is antiquated and keeping it in service would have rendered our fuel service inspection score unsatisfactory by EPIC Fuels (our fuel provider).



Refueler dispensing options

Refueler truck can dispense fuel through high or low flow hand nozzles, (similar to a gas station), or “single point” connection (desired by nearly all jet aircraft) as there are minimal opportunities for contamination, spillage or misfuelling.



Refueler Truck Operations



Flight Instruction Services

- 6 biennial flight reviews (required every 2 years to keep license current)
- Approximately 100 hrs. of in-flight instruction
- Approximately 100 hrs. of “ground school”

Maintenance activities summary 2023

- 5 fixed wing annual inspections performed
- Oil changes
- Magneto changes
- Tire changes
- Overhauling helicopter components

Helicopter component rebuild in process



Helicopter engine removed for overhaul



Community involvement



Community Involvement cont'd

- Sutter Butter “99’s,” which is a larger women only flying club, plans to hold their 2024 annual convention at the Oroville Airport.
- Plan to offer a few elementary school tours for 2024
- JenCo fly-in event for spring 2024 (date TBD)
- KOVE is “base of operations” for Northen Extreme Helicopters which is a seasonal “call-when-needed” firefighting helicopter operation.

JenCo Fly-in 2023

**OROVILLE FBO IS
OPENING!
JOIN OUR FLY IN TO
CELEBRATE**

APRIL 23RD 2023

MANY UNIQUE AIRCRAFT ON DISPLAY
FOOD AND REFRESHMENTS
RAFFLE PRIZES AND MORE

10AM-2PM
Oroville Municipal Airport
225 Chuck Yeager Way, Oroville CA
Follow @orovillefbo for updates!



JenCo Fly-In event 2023

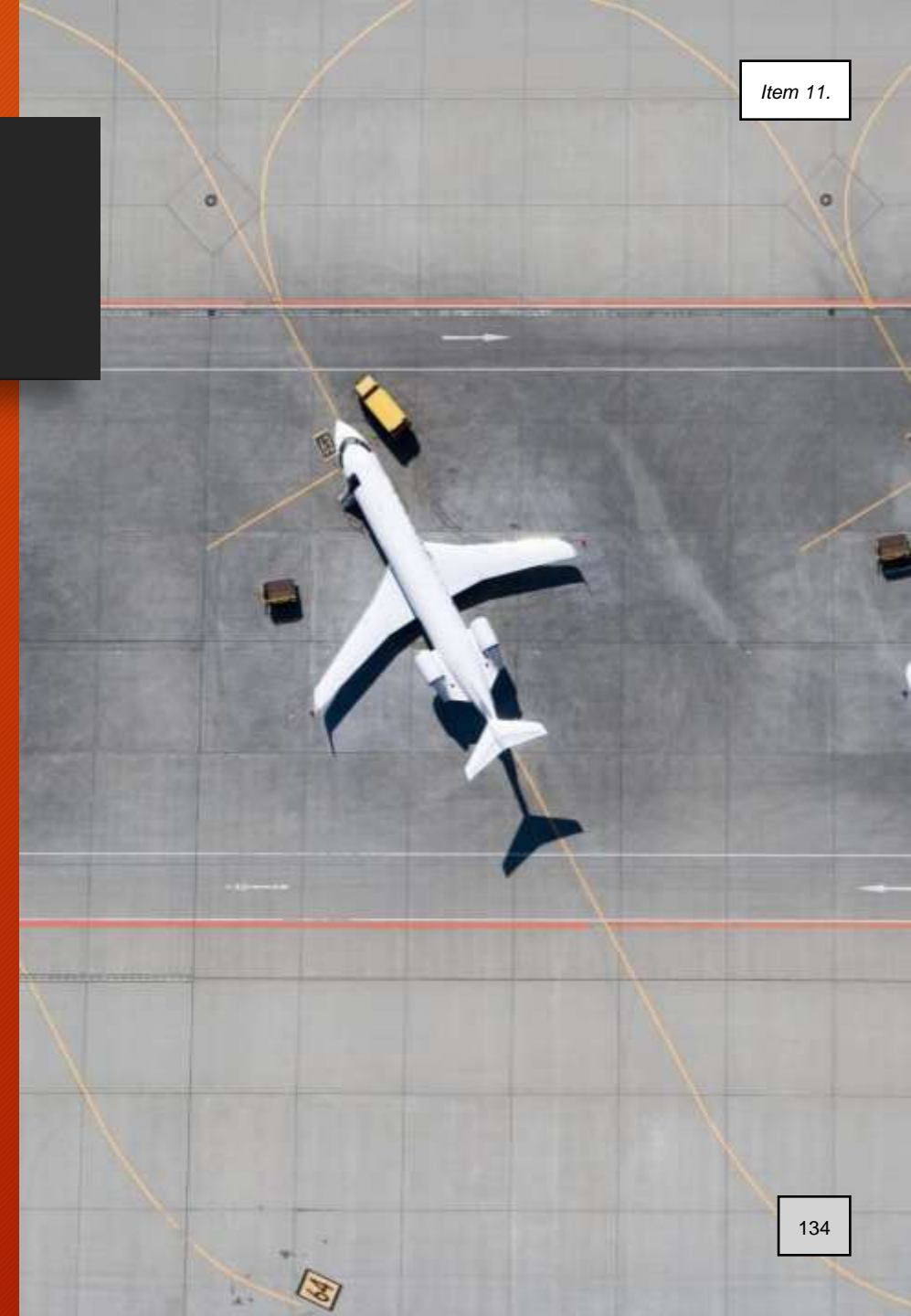


Fly-in event cont'd...

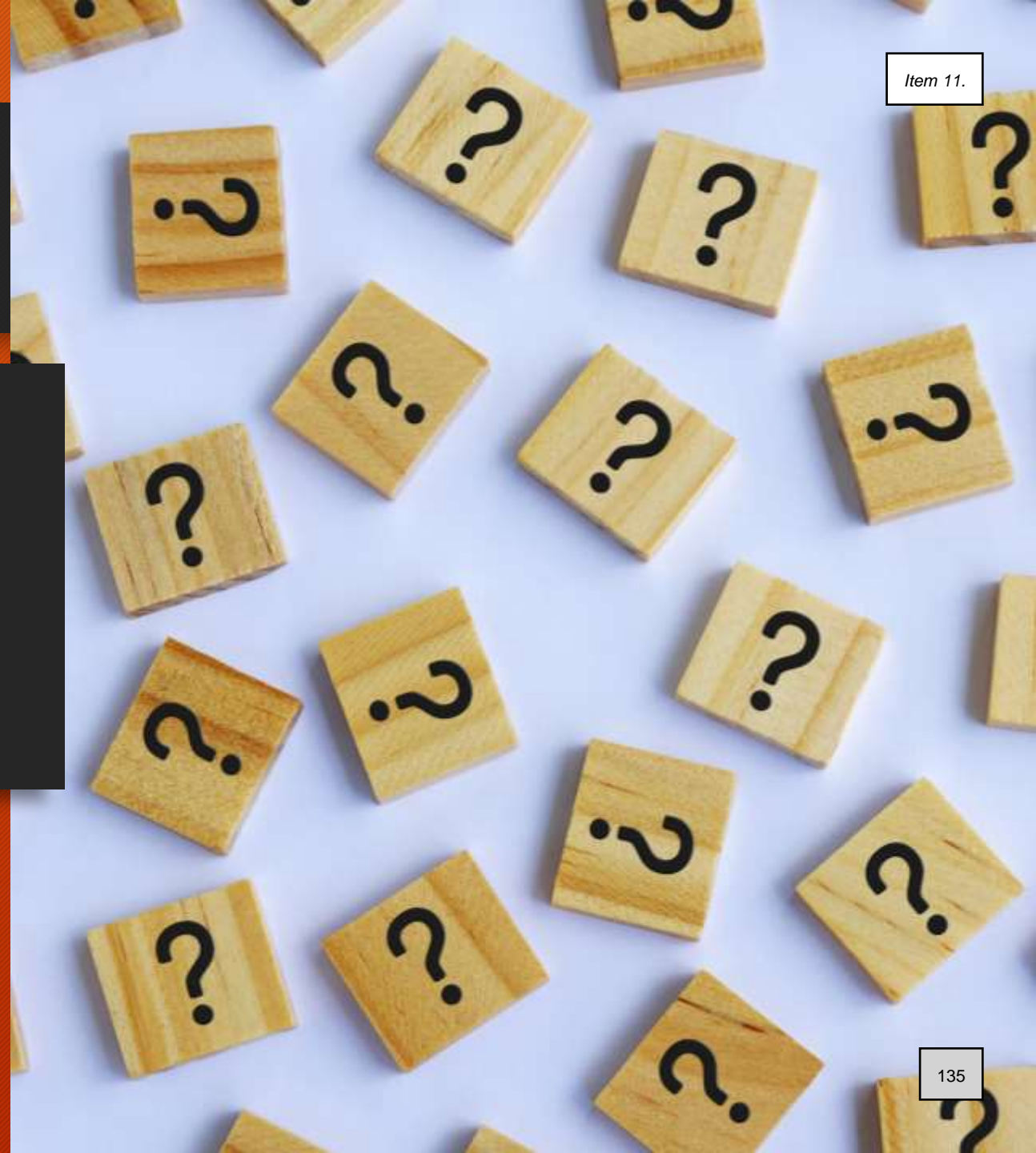


Challenges

- Due in large part to perceived economic uncertainty, recreational flying has slowed in recent years. Many of the aircraft based in Oroville and / or that use Oroville for training are small single engine aircraft owned by typical people that face financial decisions that affect their hobbies (one of which may be flying). With aviation fuel averaging \$6.50 per gallon within a 50 mile radius of Oroville (as of 11/15/23) and the rate of fuel consumed by these aircraft, many people are more reluctant to fly unnecessarily.



QUESTIONS ON FBO OPS?





CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

**RE: CITY PARTICIPATION IN THE STATEWIDE COMMUNITY
INFRASTRUCTURE PROGRAM (SCIP) AND BOND OPPORTUNITIES
FOR LAND DEVELOPMENT (BOLD) PROGRAMS**

DATE: DECEMBER 5, 2023

SUMMARY

The Council will consider entering into a Joint Power Agreement (JPA) with two agencies in order to provide developers access to pooled bond opportunities which will provide low-cost financing for infrastructure improvements and impact fees.

DISCUSSION

In California there are two agencies that issue pooled bonds which provide access to funding for developers whose projects are generally not large enough to justify a bond issuance. The two agencies are the California Statewide Communities Development Authority (CSCDA), that operates the Statewide Community Infrastructure Program (SCIP) and the California Municipal Finance Authority (CMFA) that operates the Bond Opportunities for Land Development (BOLD) program. The typical funding is between \$500,000 and \$5,000,000 for activities such as grading, new streets, curb, gutter, and sidewalks, and for impact fees.

The first step for eligibility is for the City to hold a public hearing, adopt a resolution, and enter into a JPA with each of the two agencies. Once available to a community a developer may apply to participate in an upcoming bond issuance, which occurs three times annually for the SCIP program and twice annually for the BOLD program.

The participating agency performs all underwriting activities and requires that the developer own the land and have incurred expenses toward the development. The bonds are secured against the value of the land and the improvements. Before the improvements are accepted by the local jurisdiction, submittals are presented to city staff to verify that all work has been completed per the city standards and all obligations to contractors that performed work on those improvements have been satisfied.

An equal amount of the bond is apportioned to the owners of each parcel receiving the benefit of the improvements for the development and are paid back by the end user, or homeowner, through the tax rolls. At any time, a homeowner has the ability to buy out their portion of the bond by providing a lump sum payment.

If a resolution is adopted and the City enters into a JPA with these two agencies, the City would also have the option of participating in a bond issuance for public projects to provide street improvements such as paving, lighting, curb, gutter, and sidewalks as long as the public improvements will have a useful life of five-years or greater, and those community member that will benefit from the improvements have agreed to pay for the improvements as part of their annual property tax bill after approval through a public process.

The staff time involved for participation through this program is preparation for a resolution and facilitation an agreement with the JPA, all of which can be provided by the CSCDA and the CMFA agencies. At the end of the project, there is staff time to verify that all financial obligations to material suppliers and contractors that provided services for the installation of the public improvements have been met and no outstanding debt for those services remain.

FISCAL IMPACT

None at this time.

RECOMMENDATION

Direct staff to return to Council during a future meeting to hold a public hearing and approve a resolution to participate, and provide authorization to enter into a JPA with the CSCDA and the CMFA agencies.

ATTACHMENTS

None.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: SCOTT E. HUBER, CITY ATTORNEY

RE: OPTIONS FOR FILLING VACANT TREASURER POSITION

DATE: DECEMBER 5, 2023

SUMMARY

With the untimely passing of Karolyn Fairbanks, the position of City Treasurer became vacant. (Government Code section 1770.) Pursuant to Government Code section 36512, the Council may select the process by which the vacancy may be filled.

DISCUSSION

Within 60 days of its occurrence, the Council shall fill a vacancy either by appointment or by calling a special election. (Govt. Code §36512.) If the Council chooses to fill the vacancy by appointment, it must be done within 60 days of the vacancy. The appointment must be made with a majority vote of the Council. A timeline for the appointment would need to be established by the Council as follows:

November 17, 2023	Vacancy of Treasurer Position
December 5, 2023	Council Meeting to Determine to Appoint or Hold Special Election
TBD	Advertise Vacancy in at least 3 locations for 15 days
TBD	Candidate Deadline to Apply
TBD	Review Applications by Ad Hoc / Executive Committee (and Potentially Determine Who Should Be Interviewed If Substantial Number of Applications Received)
TBD (must be on or before January 16, 2024)	Council Meeting (60-Day Deadline to Appoint from Date Position Was Vacant) <ul style="list-style-type: none"> - Interview Candidates in Open Session - Select by Motion (and Second) and Adopt Resolution - Majority Vote of Council Members Required - Swearing in
Day of Appointment + 15 Days	Notify County Elections Office of Appointment (within 15 Days)

Alternatively, the Council can decide to hold a special election to fill the vacancy, which must occur at the next regularly established election date not less than 114 days from the call of the special election, which would be November 5, 2024. If the Council desired a special election, it would be required to pay the proportional share all election costs, which would likely be minor given the November 2024 election will also be a presidential election. The person elected at the special election would hold office for the balance of the Treasurer's term, which would terminate after the November 2026 election.

FISCAL IMPACT

If an appointment is made, the City will incur minimal advertising costs. If a special election is ordered concurrent with the next general election, the City will be required to pay the proportional cost of placing the measure on the ballot.

RECOMMENDATION

The Council has the option to make a provisional appointment or to order a special election. If the Council desires to make a provisional appointment, the Council should determine the deadlines and a timeline for the provisional appointment.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES

RE: APPROVAL OF PAYROLL SOFTWARE AGREEMENT

DATE: DECEMBER 5, 2023

SUMMARY

The Council may consider an agreement for new payroll software with Tyler Technologies.

DISCUSSION

On March 1, 2022, the City entered into a contract with UKG Ready to provide payroll and human resource software. As of this date the software is not fully live. Staff would like to consider an alternative software solution at this time that is compatible with our new financial software and is also offered at a price that is less than the current contract with UKG.

During the Request for Proposal exercise, Tyler Technologies submitted a proposal, however was ultimately not chosen. At this time, staff recommend this change due to the following: 1) Tyler Technology software contains a personnel budgeting module that will greatly assist in budgeting. Purchasing software separately for personnel budgeting is approximately \$10,000 annually; 2) the cost with Tyler would save the City approximately \$6,548 annually; and 3) our Financial Software and Payroll software would be with the same provider. Making such a change at this time would require more staff time to get the project completed.

FISCAL IMPACT

Cost is \$28,036 annually for Payroll, Human Resources, Personnel Budgeting and Advance Scheduler. With a one-time project management fee of \$12,600.00. Remote implementation cost is billed by the hour at \$175 per hour, these charges are billed as needed not to exceed \$134,000. Staff does not expect to use this many hours. Conversion costs are \$14,300.00 Total implementation costs and annual subscription fees not to exceed. \$186,053.00.

RECOMMENDATION

Approve agreement and authorize the Mayor to sign the quote for services from Tyler Technologies for payroll and human resource software.

ATTACHMENTS

Tyler Technologies quote



Quoted By: Jennifer Wahlbrink
 Quote Expiration: 05/04/24
 Quote Name: City of Oroville-EERP-HCM
 Quote Description: 11-14-23 City of Oroville, CA - HCM v.1
 SaaS Term 3.00

Sales Quotation For:

City of Oroville
 1735 Montgomery St
 Oroville CA 95965-4897

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Human Resources Management			
Human Resources & Talent Management	1	144	\$ 4,693.00
Payroll with Employee Access	1	280	\$ 6,740.00
Time & Attendance w Mobile Access - Up to 150 Employees	1	132	\$ 5,918.00
TOTAL		556	\$ 17,351.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Payroll Accruals Import Hours	8	\$ 175.00	\$ 0.00	\$ 1,400.00	\$ 0.00
Payroll Deductions Import Hours	12	\$ 175.00	\$ 0.00	\$ 2,100.00	\$ 0.00
Payroll Employee Master Import Hours	12	\$ 175.00	\$ 0.00	\$ 2,100.00	\$ 0.00
Position Control Import Hours	8	\$ 175.00	\$ 0.00	\$ 1,400.00	\$ 0.00
Project Management	72	\$ 175.00	\$ 0.00	\$ 12,600.00	\$ 0.00
Salary & Benefit Projection Implementation Hours - remote	16	\$ 175.00	\$ 0.00	\$ 2,800.00	\$ 0.00

2023-437253-K2H2G1

CONFIDENTIAL

Conversions – See Detailed Breakdown Below				\$ 14,300.00	\$ 0.00
Remote Implementation	556	\$ 175.00	\$ 0.00	\$ 97,300.00	\$ 0.00
	TOTAL			\$ 134,000.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 17,351.00
Total Tyler Services	\$ 134,000.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 134,000.00	\$ 17,351.00
Contract Total	\$ 186,053.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Human Resources Management				
Human Resources Management	1	\$ 14,300.00	\$ 0.00	\$ 14,300.00
	TOTAL			\$ 14,300.00

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Human Resources Management			
Advanced Scheduling w Mobile Access - Up to 150 Employees	1	104	\$ 10,685.00
TOTAL:		104	\$ 10,685.00

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Remote Implementation	104	\$ 175.00	\$ 0.00	\$ 18,200.00	\$ 0.00
TOTAL				\$ 18,200.00	\$ 0.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 50% Client and 50% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Human Resources Management conversion includes: Standard - Employee Master, Address, Accumulators (Earnings & Deduction totals by period) - up to 5 years, Check History - up to 5 years, Earning/Deduction History - up to 5 years, PM Action History - up to 5 years, Certifications, Education

Proposed Amendments

3.32.115 Feather River Recreation and Park District fees.

A. The City of Oroville (the “city”) shall not issue a building permit for a residential unit absent receipt by the city of written certification from the Feather River Recreation and Park District (the “district”) to the building permit applicant that the building permit applicant has paid district the residential unit impact fees adopted by resolution of the Council.

~~by the board of directors of the district, except that such fees shall not exceed the following amounts as indicated in the Supplemental Development Impact Fee Calculation and Nexus Report prepared by SCI Consulting Group:~~

Single family detached	See Master Fee Schedule
Single family attached	See Master Fee Schedule
Multiple family	See Master Fee Schedule
Mobile home	See Master Fee Schedule

B. Any amendment to the above fee schedule shall not be applicable within the city without an amendment to this section.

~~C.—The fees set forth above shall be subject to annual adjustments in park development costs based on current dollars, as reflected in the Engineering News Record Construction Cost Index for San Francisco (“ENR CCI”). Net change in such costs shall be measured from a base date of April 15, 2009.~~

D. This section shall not apply to any building permit applications for properties located outside the boundaries of the district.

E. The city council may waive the requirement that the city receive written certification from the district upon making findings based upon substantial evidence that: (1) the required fee has been paid; and (2) the district failed to provide the certification of payment to the applicant within five business days of receipt of the payment. In addition, no certification shall be required if the city council makes findings based on substantial evidence that the board of directors of the district has either not adopted or eliminated entirely the residential unit impact fees.

F. The property known as “Oro Bay” (the “Oro Bay Property”) shall be exempt from the fee schedule set forth in this section, including any increases in said fee schedule. The Oro Bay Property consists of the real property subject to the Oro Bay Specific Plan, as approved by the city pursuant to Resolution 7138.

G. This section shall be repealed if the district increases its residential impact fees application to city building permits without the prior amendment of this section. (Ord. 1812 §§ 1—7, 2016)



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: FEATHER RIVER RECREATION AND PARK DISTRICT NEXUS
FEE STUDY AND PROPOSED FEE INCREASES**

DATE: DECEMBER 5, 2023

SUMMARY

The Council may consider adopting the Feather River Recreation and Park District Park Impact Fee Nexus Study along with an eight-year phased in approach to implement the new Park impact fees.

DISCUSSION

Feather River Recreation and Park District (“District”), a local special district responsible for providing park and recreational facilities recently conducted a Park Impact Fee Nexus Study (“Study”). The City Municipal Code authorizes the imposition of said fees on new development, which enables the District to fund the acquisition and development of additional park facilities to mitigate the impact caused by the new development. The Study, completed in March of 2023, is proposing to adjust fees for the first time since 2003.

The Study is proposing that fees be adjusted in the following manner:

- Single-Family Housing – proposed to go from \$1,196/dwelling unit to \$5,486;
- Multi-Family Housing - proposed to go from \$1,063/dwelling unit to \$4,615; and
- Mobile Homes - proposed to go from \$963/dwelling unit to \$4,672.

Given the fact that an increase hasn’t taken place in approximately 20 years, the increases in fees are significant (358% for single-family, 334% for multi-family and 489% for mobile homes). Given that fact, the District is proposing to phase in these increases evenly over an 8 year period. In addition, the District is proposing a 2% annual inflationary increase, to assist in keeping the District more current with respect to costs.

The District would also like to amend the language in section 3.32.115 of the City Municipal Code, cleaning up the existing language.

FISCAL IMPACT

There is no fiscal impact on the City.

RECOMMENDATION

Adopt the Feather River Recreation and Park District impact fee nexus study;
Adopt resolution implementing the new fee schedule, phased in over the next eight years; and
Amend section 3.32.115 of the City Municipal Code.

ATTACHMENTS

1. Resolution and Exhibit A
2. Feather River Recreation and Park District impact fee nexus study presentation
3. Proposed amendments to section 3.32.115 of the City Municipal Code.