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

March 17, 2026
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

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

Anticipated Litigation: The City Council will confer with the City Administrator and City Attorney regarding potential initiation of litigation pursuant to Cal. Gov. Code § 54956.9(c): 1 Case

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

OPEN SESSION

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

RULES OF DECORUM

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

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 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.

1. REQUEST TO OPERATE BUSINESS OUT OF RESIDENCE

The City Council shall consider allowing Joshua Reinert, who resides at 860 Robinson Street, to operate a business out of his residence.

ACTION REQUESTED -

APPROVE MR. REINERT'S REQUEST TO OPERATE AN ONLINE SOFTWARE BUSINESS FROM HIS HOME.

2. HOUSING ELEMENT ANNUAL REPORT

The City Council shall receive and file the 2025 Housing Element Annual Progress Report.

ACTION REQUESTED -

RECEIVE ANNUAL 2025 HOUSING ELEMENT PROGRESS REPORT; AND

APPROVE FOR SUBMITTAL TO STATE.

3. HOUSING SUCCESSOR AGENCY ANNUAL REPORT

The City Council shall receive and file the Housing Successor Agency Annual Report for Fiscal Year 2024-2025.

ACTION REQUESTED –

RECEIVE AND APPROVE THE FILING OF THE HOUSING SUCCESSOR AGENCY ANNUAL REPORT FOR FISCAL YEAR ENDING JUNE 30, 2025.

4. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC TO INCREASE CONTRACT AMOUNT

The City Council shall consider amending the Professional Services Agreement with Trover Construction Project Management LLC to increase the contract amount by $25,000.

ACTIONS REQUESTED -

APPROVE AMENDMENT #1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC; AND

ADOPT RESOLUTION NO. 9448 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC TO INCREASE THE CONTRACT BY $25,000 THROUGH DECEMBER 31, 2026.

5. EXTENSION FOR COMPLETION OF THE MURAL PROJECT AT 1447 HUNTOON STREET OF AN ADDITIONAL FOUR MONTHS TO JULY 20, 2026

The City Council previously approved funding from the Art in Public Spaces Development Impact Fund for the installation of a mural at 1447 Huntoon Street. Due to scheduling and project coordination considerations, the applicant has requested additional time to complete the mural. The City Council shall consider approving a time extension to allow the project to move forward and ensure successful completion.

ACTION REQUESTED -

APPROVE AN EXTENSION OF TIME FOR THE MURAL PROJECT AT 1447 HUNTOON STREET FOR A FOUR-MONTH PERIOD WITH A COMPLETION DATE OF JULY 20, 2026.

6. APPROVAL OF THE MARCH 3, 2026 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the drafted minutes of the March 3, 2026 City Council regular meeting.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

7. NORTHSTAR CONTRACT FOR DOWNTOWN STORM DRAIN FEASIBILITY STUDY

The City Council shall consider directing staff to issue an agreement to NorthStar Engineering for $15,820 for a feasibility study for the downtown storm drain system bounded by Montgomery, Huntoon, Downer, and the levee. This study will specifically investigate options to alleviate flooding at the storm drain under the alley behind 2040 Montgomery Street.

ACTION REQUESTED -

APPROVE THE AGREEMENT (A-3581) WITH NORTHSTAR ENGINEERING FOR AN AMOUNT NOT-TO-EXCEED $15,820 FOR A DOWNTOWN STORM DRAIN FEASIBILITY STUDY; AND AUTHORIZE THE MAYOR TO SIGN.

8. DOWNTOWN ZONING REVIEW DISCUSSION

At the request of Council Member Webber and Mayor Pittman, the City Council will discuss zoning in the downtown district and the relationship between current zoning designations and existing businesses that may now be considered legal non-conforming uses. In some cases, zoning changes adopted after businesses were legally established may have resulted in those businesses becoming legal non-conforming under the current zoning code.

The purpose of this discussion is to consider whether further review of downtown zoning may be appropriate and to receive direction from the City Council regarding potential next steps.

ACTION REQUESTED -

DIRECT STAFF TO CONDUCT AN INITIAL REVIEW OF ZONING CONDITIONS IN THE DOWNTOWN DISTRICT AND RETURN TO THE CITY COUNCIL WITH ADDITIONAL ANALYSIS; OR

DEFER ANY AMENDMENTS TO THE ZONING CODE AT THIS TIME AND EVALUATE THE ISSUE THROUGH THE NEXT GENERAL PLAN AMENDMENT PROCESS ANTICIPATED IN 2027 OR 2028, WHEN IT CAN BE CONSIDERED AS PART OF A BROADER REVIEW OF LAND USE POLICY AND PLANNING CONSISTENCY.

9. HEWITT PARK - GEORGIA-PACIFIC TRAIN PAINTING PROJECT UPDATE

The City Council shall receive an update regarding potential memorandum of understanding for the painting of the trains at Hewitt Park.

ACTION REQUESTED -

DIRECT STAFF TO WORK ON A MOU WITH A LOCAL NON-PROFIT TO RETAIN INDIVIDUALS WHO ARE QUALIFIED / TRAINED / CERTIFIED AND INSURED IN WORKING IN THESE TYPES OF CONDITIONS; TO ASSESS WHAT IF ANY MITIGATION EFFORTS ARE NEEDED; AND PERFORM ANY PAINTING THAT CAN BE APPROPRIATELY DONE; OR

PROVIDE OTHER DIRECTION TO STAFF.

10. FINANCIAL ANALYSIS FOR FISCAL YEAR ENDED JUNE 30, 2025

The City Council shall receive annual unaudited financial information for the year ended June 30, 2025.

ACTION REQUESTED -

RECEIVE INFORMATION FOR THE FISCAL YEAR ENDED JUNE 30, 2025.

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

11. 5:00 PM - CLOSEOUT OF COMMUNITY DEVELOPMENT 22-CDBG-PI-00026

The City Council shall conduct a public hearing relating to the performance and the final accomplishments of Community Development Block Grant (CDBG) No. 22-CDBG-PI-00026.

ACTION REQUESTED -

AUTHORIZE THE CLOSEOUT OF COMMUNITY DEVELOPMENT BLOCK GRANT NO. 22-CDBG—NH-00008.

12. 5:15 PM - ELECTED OFFICIALS' TRANSPARENCY AND ACCOUNTABILITY ORDINANCE

The City Council shall revisit the topic of transparency and accountability for elected officials, providing input on revised draft language created based off of direction given to staff at the December 16, 2025 and February 17, 2026 City Council Meetings.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
   - i. **City of Oroville Fire Department February 2026 Statistics Report**
   - ii. **Business Assistance and Housing Development Monthly Report**
   - iii. **Hearing Notice-Oroville Union High School District-Facility Fees**
   - iv. **January and February 2026 City Clerk Department Reports**

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on April 7, 2026 at 4:00 p.m.

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

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

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **REQUEST TO OPERATE BUSINESS OUT OF RESIDENCE**

DATE: **MARCH 17, 2026**

SUMMARY

The City Council shall consider allowing Joshua Reinert, who resides at 860 Robinson Street, to operate a business out of his residence.

DISCUSSION

Mr. Reinert obtained a City of Oroville First Time Home Buyer Loan in 2013. The loan agreement includes provisions that City Council approval is required if the borrower would like to conduct business from the residence. Mr. Reinert would like to start a home-based online software business. Mr. Reinert states in his request that the business should not have an impact on local traffic. Mr. Reinert has already begun the process of applying for a business license but has put the process on hold pending Council approval of his request.

FISCAL IMPACT

There is no fiscal impact.

ACTION REQUESTED -

APPROVE MR. REINERT'S REQUEST TO OPERATE AN ONLINE SOFTWARE BUSINESS FROM HIS HOME.

ATTACHEMENT

Letter of Request

Dear Mayor and Members of the City Council,

I am requesting City Council approval to operate a home-based business at my residence located at **860 Robinson St, Oroville, CA 95965**, which is currently subject to an active Housing Hold under the Housing Department Loan Program.

The business I propose to operate is a **home-based online software business** (under the business name **Quomira**), which provides a web-based digital service. Business activities will include software development, website maintenance, customer support, marketing, and general business administration. All work will be performed from within the home.

This business is **low-impact** and will not negatively affect the neighborhood. Specifically:

- **Traffic:** No unusual traffic will be generated.
- **Parking:** No additional on-street parking demand is expected.
- **Signage:** No exterior business signage will be installed.
- **Deliveries:** Deliveries will be limited to normal residential mail/package deliveries.
- **Employees:** No non-resident employees will work at the property.
- **Customer Visits:** No in-person customer visits are expected.

The business will be conducted entirely indoors and will remain compatible with the residential character of the neighborhood.

Thank you for your consideration of this request. Please let me know if any additional information is needed.

Sincerely,

Joshua Reinert

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **HOUSING ELEMENT ANNUAL REPORT**

DATE: **MARCH 17, 2026**

SUMMARY

The City Council shall receive and file the 2025 Housing Element Annual Progress Report.

DISCUSSION

California ("State") law requires cities to submit a Housing Element Annual Progress Report ("APR") to the State's Department of Housing and Community Development ("HCD") by April 1 annually. The City of Oroville ("City") staff and consultants have prepared the 2025 APR to present to City Council, which reports on residential building activity in the calendar year 2025.

Failure to submit an APR within 60 days of the April 1st due date could result in court orders to compel compliance, and court sanctions if not completed as ordered. Failure to submit the APR for two or more consecutive years triggers Senate Bill ("SB") 35 provisions streamlining affordable multifamily housing development approvals, losing significant local control over the entitlement process.

HCD uses APR data to determine if a locality has not issued enough building permits to satisfy its Regional Housing Needs Allocation ("RHNA") by income category for a reporting period, subjecting it to SB 35 streamlining provisions until the next reporting period.

California ("State") law requires cities to submit a Housing Element Annual Progress Report ("APR") to the State's Department of Housing and Community Development ("HCD") by April 1 annually. The City of Oroville ("City") staff and consultants have prepared the 2024 APR to present to City Council, which reports on residential building activity in the calendar year 2024.

Failure to submit an APR within 60 days of the April 1st due date could result in court orders to compel compliance, and court sanctions if not completed as ordered. Failure to submit the APR for two or more consecutive years triggers Senate Bill ("SB") 35 provisions streamlining affordable multifamily housing development approvals, losing significant local control over the entitlement process.

HCD uses APR data to determine if a locality has not issued enough building permits to satisfy its Regional Housing Needs Allocation ("RHNA") by income category for a reporting period, subjecting it to SB 35 streamlining provisions until the next reporting period.

APR SUMMARY

Housing Development Activity

In the 2025 APR, Tables A and A2 of Attachment 1 summarize housing development activity for the 2025 calendar year (January 1 – December 31) as follows:

- Table A Development Applications: The City had 1 housing application that was submitted proposing 1 unit.
- Table A2 Building Permits Issued: The City issued 8 building permits for 67 housing units with 1 of those units being finished in the calendar year 2025.

Progress Meeting RHNA

Table B of Attachment 1 summarizes the City's progress in meeting its RHNA allocation for the 2022 to 2030 planning cycle. Based on the number of housing units issued from 2022 to 2030, the City has a remaining need of 250 RHNA units as detailed below.

Regional Housing Needs Allocation Progress

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	Projection Period	2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 12/31/2021-06/14/2022	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Acutely Low	Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Extremely Low	Deed Restricted		-	-	-	-	12	-	-	-	-	-	67	
	Non-Deed Restricted		55	-	-	-	-	-	-	-	-	-		
Very Low	Deed Restricted	171	-	-	-	-	48	-	-	-	-	-	196	-
	Non-Deed Restricted		81	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	6	-	-	-	-	1	-	-	-	-	-	38	-
	Non-Deed Restricted		37	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	73	-	-	-	72	-	-	-	-	-	-	72	1
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Above Moderate		375	-	5	114	1	6	-	-	-	-	-	126	249
Total RHNA		625												
Total Units			173	5	114	73	67	-	-	-	-	-	432	250

Housing Element Program Status

Table C: Sites Identified or Rezoned to Accommodate Shortfall Housing Need or No Net-Loss Law. No information to report.

Table D: of Attachment 1 requires the City to provide a status update on its Housing Element Programs. The staff has provided an update in Table D.

Table E: Commercial Development Bonus Approved. No information to report.

Table F: Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites. No information to report.

Table F2: Above Moderate-Income Units Converted to Moderate Income. No information to report.

Table G: Locally Owned Lands Included in the Housing Element Site Inventory that have been sold, leased, or otherwise disposed of. No information to report.

Table H: Locally Owned Surplus Sites. No information to report.

Table J: Student Housing Development for lower income students for which was granted a density bonus. No information to report.

Table K: Tenant Preference Policy. No information to report.

The Local Early Action Planning (LEAP") Table of Attachment 1 requires cities to report on any funding awarded by this grant. Staff reported $65,000 in awarded amounts for infrastructure planning and a blight study. It has been expended, and final requests are being prepared.

FISCAL IMPACT

This report is or informational purposes only, with no fiscal impact.

ACTION REQUESTED -

RECEIVE ANNUAL 2025 HOUSING ELEMENT PROGRESS REPORT; AND APPROVE FOR SUBMITTAL TO STATE.

ATTACHMENTS

2025 Housing Element Progress Report

Please Start Here

General Information	
Jurisidiction Name	Oroville
Reporting Calendar Year	2025
Contact Information	
First Name	Amy
Last Name	Bergstrand
Title	Director of Housing
Email	abergstrand@cityoforovilla.org
Phone	5305382584
Mailing Address	
Street Address	1735 Montgomery Street
City	Oroville
Zipcode	95965

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

Click here to download APR Instructions

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

v_01_30_26

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: https://hcd.my.site.com/hcdconnect

Toggles formatting that turns cells green/yellow/red based on data validation rules.

Submittal Instructions

Please save your file as Jurisdictionname2025 (no spaces). Example: the City of San Luis Obispo would save their file as SanLuisObispo2025

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. **Online Annual Progress Reporting System - Please see the link to the online system to the left.** This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. **Email -** If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	Oroville	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	06/15/2022 - 06/15/2030

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	12
	Non-Deed Restricted	0
Very Low	Deed Restricted	48
	Non-Deed Restricted	0
Low	Deed Restricted	1
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		6
Total Units		**67**

Units by Structure Type	**Entitled**	**Permitted**	**Completed**
Single-family Attached	0	2	0
Single-family Detached	0	1	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	60	0
Accessory Dwelling Unit	0	3	0
Mobile/Manufactured Home	0	1	0
Total	**0**	**67**	**0**

Infill Housing Developments and Infill Units Permitted	**# of Projects**	**Units**
Indicated as Infill	0	0
Not Indicated as Infill	8	67

Housing Applications Summary	
Total Housing Applications Submitted:	1
Number of Proposed Units in All Applications Received:	1
Total Housing Units Approved:	1
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Acutely Low	0	0	0
Extremely Low	0	0	0
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	1	1
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	22
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Oroville	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes											Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Historic Sites	Density Bonus Law Applications		Application Status	Project Type	Notes
1					2	3	4					5						6	7	8	9	10	11		12	13	14
Prior APN*	**Current APN**	**Street Address**	**Project Name***	**Local Jurisdiction Tracking ID**	**Unit Category** (SFA,SFD,2 to 4,5+,ADU,MH)	**Tenure** R=Renter O=Owner	**Date Application Submitted (see instructions)**	**Acutely Low-Income Deed Restricted**	**Acutely Low-Income Non Deed Restricted**	**Extremely Low-Income Deed Restricted**	**Extremely Low-Income Non Deed Restricted**	**Very Low-Income Deed Restricted**	**Very Low-Income Non Deed Restricted**	**Low-Income Deed Restricted**	**Low-Income Non Deed Restricted**	**Moderate-Income Deed Restricted**	**Moderate-Income Non Deed Restricted**	**Above Moderate-Income**	**Total PROPOSED Units by Project**	**Total APPROVED Units by project**	**Total DISAPPROVED Units by Project**	**Please select state streamlining provision/s the application was submitted pursuant to.**	**Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?**	**Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?**	**Were incentives or concessions requested pursuant to Government Code section 65915 approved?**	**Please indicate the status of the application.**	**Is the project considered a ministerial project or discretionary project?**	**Notes***
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	1	0	0	0	1	1	0						
	013-041-027	2463 Baldwin Ave Unit: #A		BR25-06-0390	ADU	R	6/16/2025								1				1	1		NONE	N	No	N/A	Approved	Ministerial	
																			0								
																			0								
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Jurisdiction	Oroville	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Item 2.

Table A2
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier (1)					Unit Types (2)	(3)	Affordability by Household Incomes - Completed Entitlement (4)											(5)	(6)
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low- Income Deed Restricted	Extremely Low- Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
Summary Row: Start Data Entry Below							#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	0	0	0		0
	035-153-010	3666 SPENCER AVE		BR24-12-0050	ADU	O													0
	031-051-005	293 TABLE MOUNTAIN BLVD Unit: #A		BR25-05-0315	ADU	O													0
	035-097-009	2665 B ST		B2305-051	SFA	O													0
	035-152-003	2274 ELGIN ST		BR25-06-0392	SFA	O													0
	035-166-009	2890 FORT WAYNE ST		BR25-07-0435	MH	O													0
	035-040-056	3290 LINCOLN BLVD		BR25-02-0181	5+	R													0
	035-097-004	3350 Columbia Ave		B2204-046	ADU	R													0
	033-500-009	9 Hawley Trl		B2307-019	SFD	O													0

Current APN	Affordability by Household Incomes - Building Permits (7)											(8)	(9)
	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
Summary Row	0	0	12	0	48	0	1	0	0	0	6		67
035-153-010											1	5/7/2025	1
031-051-005											1	5/9/2025	1
035-097-009											1	1/9/2025	1
035-152-003											1	8/25/2025	1
035-166-009											1	10/7/2025	1
035-040-056			12		48							5/13/2025	60
035-097-004							1					5/1/2025	1
033-500-009											1	2/19/2025	1

Current APN	Affordability by Household Incomes - Certificates of Occupancy (10)											(11)	(12)
	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low- Income Deed Restricted	Extremely Low- Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
Summary Row	0	0	0	0	0	0	0	0	0	0	0		0
035-153-010													0
031-051-005													0
035-097-009													0
035-152-003													0
035-166-009											1	2/4/2026	1
035-040-056													0
035-097-004													0
033-500-009													0

Current APN	Streamlining (13)	Historic Sites (14)	Infill (15)	Housing with Financial Assistance and/or Deed Restrictions (16)	(17)	Housing without Financial Assistance or Deed Restrictions (18)	Term of Affordability or Deed Restriction (19)	Demolished/Destroyed Units (20)			Density Bonus (21)	(22)	(23)	(24)	(25)
	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?	Infill Units? Y/N+	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)+	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes+
Summary Row								0							
035-153-010	NONE	No	N												
031-051-005	NONE	No	N												
035-097-009	NONE	No	N												
035-152-003	NONE	No	N												
035-166-009	NONE	No	N												
035-040-056	NONE	No	N	LIHTC	Other										
035-097-004	NONE	No	N	Other	Other										
033-500-009	NONE	No	N												

Jurisdiction	Oroville	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	Projection Period	2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 12/31/2021-06/14/2022**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Acutely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Extremely Low	Deed Restricted	-	-	-	-	-	12	-	-	-	-	-	67	-
	Non-Deed Restricted		55	-	-	-	-	-	-	-	-	-		
Very Low	Deed Restricted	171	-	-	-	-	48	-	-	-	-	-	**196**	**-**
	Non-Deed Restricted		81	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	6	-	-	-	-	1	-	-	-	-	-	**38**	**-**
	Non-Deed Restricted		37	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	73	-	-	-	72	-	-	-	-	-	-	**72**	**1**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Above Moderate		375	-	5	114	1	6	-	-	-	-	-	**126**	**249**
Total RHNA		**625**												
Total Units			**173**	**5**	**114**	**73**	**67**	**-**	**-**	**-**	**-**	**-**	**432**	**250**

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):
- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
  - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.
- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	Oroville	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Oroville	
Reporting Year	2025	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4	5	6	7	8	9
Name of Program	**Objective**	**Projected Completion Date in Housing Element**	**Applicable Cycle**	**Status of Program Implementation**	**Program Implementation Details**	**Quantified Outcomes: Category**	**Quantified Outcomes: Count**	**Supporting Documents**
Policy 1.1 Encourage Home Ownership	Action 1.1.1: Provide homebuyer and first-time homebuyer assistance up to $100,000 or 45% of the purchase price of the home; whichever is less. The maximum purchase price allowed is $375,00; for each qualified household, with a goal of assisting five units per year. However, these terms are subject to change with program guideline chnages and a city council action item.	1/1/2030	6th	The City was awarded $500,000 with the 2023 NOFA and is awaiting a Standard Agreement. The City received approval to restart the program but does not yet have the standard agreement. Additionally, staff submitted an application to use HOME Program Income for FTHB, but it is currently under review. City applied for and was awarded $1,500,000 of CDBG Program Income Only funds to use for FTHB and related general administration, However, once the HOME funds are released, the City will closeout this grant and re-apply to utilise the funds for OOR.	The City was awarded $500,000 with the 2023 NOFA and is awaiting a Standard Agreement. The City received approval to restart the program but does not yet have the standard agreement. Additionally, staff submitted an application to use HOME Program Income for FTHB, but it is currently under review. City applied for and was awarded $1,500,000 of CDBG Program Income Only funds to use for FTHB and related general administration, However, once the HOME funds are released, the City will closeout this grant and re-apply to utilise the funds for OOR.	Households	11	City has provided 33 FTHB loans since 2022. Of those, 6 were in censust tract 30.01. (these addresses are in bold) 2022-2136 Spencer Ave, 1453 Bridge St, 9 Midway, 12 Amdrone, 12 Quicksilver, 34 Midway, 1777 7th St. 2023-21 Westwood, 35 La Cresenta, 2154 Fort Wayne, 111 Worthy, 33 Canyon Highlands, 95 Flying Cloud, 148 Brookdale, 1236 Linden Ave, 1435 4th St, 2751 Spencer 2024-17 Riverview Terrace, 2068 Campbell, 1885 Fort Wayne, 34 Westwood, 14 Leslie Lane 2025- 2249 Bridge, 1465 Bridge, 2980 El Noble, 1830 Elgin, 3186 Claremont, 1160 High, 2780 Florence, 3235 Burlington, 2126 Oro Bangor, 2705 Oro Bangor, 6 Golden Eagle.
Policy 1.2 Work cooperatively with other governmental entities to reduce homelessness and facilitate the provision of shelter and services for those in need.	Action 1.2.1: Continue to work with the Butte County Homeless Coalition Continuum of Care Coalition to reduce the number of homeless individuals in the area.	1/1/2030	6th	City Council has a member and alternate member on the Butte County CoC which meets at a minimum monthly to further CoC objectives that are then brought back to the city council and city staff to consider. City has been awarded $4,463,824 in 2022 and 2023 Encampment Resolution Funding to partner with the Oroville Rescue Mission to create a pallet shelter for the unhoused in the City limits. There will be pallet shelters and a congregate shelter can house up to 120 beds. Shelter plans to openedand is servcing clients. City has also implemented a Housing Navigator program that will work with law enforcement and the Department of Social Services to identify needs of homeless individuals.	City Council has a member on the Butte County CoC which meets at a minimum monthly to further CoC objectives that are then brought back to the city council and city staff to consider. City has been awarded $4,463,824 in 2022 and 2023 Encampment Resolution Funding to partner with the Oroville Rescue Mission to create a pallet shelter for the unhoused in the City limits. Additionally, the City of Oroville contributed $750,000 to the construction of Mission esperanza and the County of Butte contributed $500,000. There are pallet shelters and a congregate shelter can house up to 120 beds. Shelter is open and servcing clients. City has also implemented a Housing Navigator program that will work with law enforcement and the Department of Social Services to identify needs of homeless individuals. There are scheduled meetings every month and occasionally special meetings. Attached are Agendays that will have the role call for City council member or staff in attendance.	Meetings	14	Agendas / Minutes - ON A MISSION TO END HOMELESSNESS IN BUTTE COUNTY

Policy 1.2 Work cooperatively with other governmental entities to reduce homelessness and facilitate the provision of shelter and services for those in need.	Action 1.2.2: Ensure that City zoning regulations for emergency shelters, transitional and supportive housing, and Single Room Occupancy (SRO) housing facilitate these uses consistent with state law, and provide assistance with grant applications for the development of new facilities to serve the homeless.	6/30/2026	6th	On May 6, 2014, the City Council adopted Ordinance No. 1804 to amend the City's Zoning Code for fulfilling objects as specificed in the 2009-2014 Housing Element of the General Plan. The ordinance included regulations for emergency shelters, transitional and supportive housing, and SRO's to ensure consistency with state law. The City's temporary ordinance allowing RVs and mobile homes on residential lots to alleviate the acute housing shortage caused by the Paradise Camp Fire has sunsetted.	On May 6, 2014, the City Council adopted Ordinance No. 1804 to amend the City's Zoning Code for fulfilling objects as specificed in the 2009-2014 Housing Element of the General Plan. The ordinance included regulations for emergency shelters, transitional and supportive housing, and SRO's to ensure consistency with state law. The City's temporary ordinance allowing RVs and mobile homes on residential lots to alleviate the acute housing shortage caused by the Paradise Camp Fire has sunsetted. no change for SRO housing. City will keep use permit for 7 or more beds per 9th Circuit Court of Appeals ruling in The Ohio House, llc v. City of Costa Mesa et al. Will update codes for emergency shelters only	Code update only. Quantities not counted.		Housing Element Programs 2.1.5, 2.1.6, 2.1.8 See https://www.orovilleca.gov/DocumentCenter/View/614/2022-to-2030-Housing-Element-PDF
Policy 1.2 Work cooperatively with other governmental entities to reduce homelessness and facilitate the provision of shelter and services for those in need.	Action 1.2.3: Maintain and publicize a comprehensive listing of housing developments that serve low-income households, persons with disabilities, and other special needs populations.	1/1/2030	6th	There is an updated list of affordable housing projects on the City's website under Services/Housing Development/Affordable Housing in Oroville.	the City will maintain and publicize a comprehensive list of housing developments that serve low-income households, person's with disabilities and other special needs populations. This list can be accessed by the public from the City's website and is updated when projects update. The outcome is Other because this list may not change from year to year, only as new developments are completed. Additionally the list does not add units or people.	Other		Affordable Housing in Oroville | Oroville, CA
Policy 1.3: Continute to facilitate the provision for housing for persons with disabilities and for persons with limited or restricted mobility to enhance accessibility and mobility.	Action 1.3.1: In accordance with the requirements of SB 520, the City will continue to allow for administrative approval of exceptions in land use regulations to provide reasonable accommodations for housing for persons with disabilities.	1/1/2023	6th	Ordinance No. 1804 also created an administrative mechanism for a disabled person to file a request for reasonable accommodation to make specific housing available to one or more individuals protected under the Fair Housing Laws. See OMC 17.08.160	Ordinance No. 1804 also created an administrative mechanism for a disabled person to file a request for reasonable accommodation to make specific housing available to one or more individuals protected under the Fair Housing Laws. See OMC 17.08.160. Any person with a disability may file a request for reasonable accommodation at any time.	Administrative review of each request		Housing Elmemetn Program 6.2.1 https://www.orovilleca.gov/DocumentCenter/View/614/2022-to-2030-Housing-Element-PDF
Policy 1.4: Facilitate the production of farmworker housing in the City.	Action 1.4.1: Continue to ensure that local zoning, development standards, and permit processing procedures for farmworker housing do not conflict with Health and Safety Code Sections 17021.5 and 17021.6.	1/1/2023	6th	Ordinance No. 1804 also included provisions to allow farmworker and migrant housing consistent with Health and Safety Code Section 17021.6. The City will work with the Housing Authority of Butte County to determine if Farmworker housing Is needed in the City of Oroville jurisdication.	Ordinance No. 1804 also included provisions to allow farmworker and migrant housing consistent with Health and Safety Code Section 17021.6. The City will work with the Housing Authority of Butte County to determine if Farmworker housing Is needed in the City of Oroville jurisdication. Annual coordination with Butte County. Oroville has no farmworker housing programs and virtually no ag zoning.	Number of units		Housing Element Program 2.1.4 https://www.orovilleca.gov/DocumentCenter/View/614/2022-to-2030-Housing-Element-PDF

Policy 2.1: Minimize constraints to the development of affordable housing through supportive codes, ordinances, policies, and guidelines.	Action 2.1.1: Continue to monitor the development review process to ensure that the City's review and approval (timing and cost) do not constrain residential development including multi-family and housing affordable to low- and moderate-income households. If the City's review and approval processes are found to unreasonably constrain development, the City will take action to amend the process or establish guidelines and other mechanisms to promote increased application certainty and reduce processing time to the extent feasible.	1/1/2023	6th	The City offers concurrent processing to streamline the development process and the zoning ordinance provides development incentives for low income housing including fast-track processing and desity bonuses. Pre-application / development review meetings help to minimize processing times by bringing all applicable agencies/City departments to one meeting to discuss a project, giving developers all information upfront to ensure a successful project completion. This process has worked successfully during the last 2 years as the city has approved about 800 low income housing units during that time.	The City offers concurrent processing to streamline the development process and the zoning ordinance provides development incentives for low income housing including fast-track processing and desity bonuses. Pre-application / development review meetings help to minimize processing times by bringing all applicable agencies/City departments to one meeting to discuss a project, giving developers all information upfront to ensure a successful project completion. This process has worked successfully during the last 2 years as the city has approved about 800 low income housing units during that time. Long established program -- see Column 5. all affordable housing projects have been processed expeditiously. The city's approval process has not slowed any affordable housing projects since 2019. Other-Processing time frame	Other	61	Housing Element Program 2.1.1 https://www.orovilleca.gov/DocumentCenter/View/614/2022-to-2030-Housing-Element-PDF
Policy 2.1: Minimize constraints to the development of affordable housing through supportive codes, ordinances, policies, and guidelines.	Action 2.1.2: Track Housing Element implementation progress as part of the annual housing report submitted to the State Department of Housing and Community Development (HCD).	2/1/2024	6th	In compliance.	Develop and Implement a formal ongoing unit production evaluation pursuant to Government Code Section 65863 (no net loss). Reported on Housing Element APR. No actual units, householdsor people are assisted. Link to city's website with annual reports.	Other		Housing Element | Oroville, CA
Policy 2.1: Minimize constraints to the development of affordable housing through supportive codes, ordinances, policies, and guidelines.	Action 2.1.3: Periodically survey development application, plan check and inspection fees, impact fees and utility connection fees of other cities in the Butte County area to ensure that these City fees are reasonably related to the cost of services provided.	1/1/2023	6th	On April 21, 2015 the City Council adopted Resolution No. 8353 updating its development impact fees in accordance with the findings of the City of Orovile Development Impact Fee Report completed by Willdan Financial Services on April 16, 2015. On June 7, 2016, the City Council updated the Community Development Department's portion of the City's Master Fee Schedule to adjust for inflation using the annual percentage change in Consumer Price Index. The development impact fees are currently in the process of being updated, and the City's Master Fee Schedule was last updated on June 2, 2021. The City Council adopted Ordiance No. 1843 on June 2, 2020 establishing a fee deferral program.	On April 21, 2015 the City Council adopted Resolution No. 8353 updating its development impact fees in accordance with the findings of the City of Orovile Development Impact Fee Report completed by Willdan Financial Services on April 16, 2015. The City Council adopted Ordiance No. 1843 on June 2, 2020 establishing a fee deferral program. Fees have been most recently updated in 2025. No units, persons or households directly assisted.	Other		https://www.orovilleca.gov/DocumentCenter/View/357/Master-Fee-Schedule-PDF?bidId=
Policy 3.1: Ensure that the City's inventory of residentially-zoned land is sufficient to accommodate development for all housing types and income levels commensurate with growth needs and the the Regional Housing Needs Assessment (RHNA).	Action 3.1.1: Perform regular updates to the City's GIS system to track development and maintain an accurate list of vacant residential land in the City.	1/1/2023	6th	The City regularly maintains a list of vacant lands that are shared with the development community and updaged by GIS Staff.	The City regularly maintains a list of vacant lands that are shared with the development community and updated by GIS Staff.Ongoing. Vacant lands inventory will be updated in GIS before 6/30/26. Other-current with existing permits and land uses	Other		https://planningsites.org/OrovillePlanning/?view=39.51895633507508%3A-121.55503034591676%3A39.504868515889 2%3A-121.59481287002565

Policy 3.1: Ensure that the City's inventory of residentially-zoned land is sufficient to accommodate development for all housing types and income levels commensurate with growth needs and the the Regional Housing Needs Assessment (RHNA).	Action 3.1.2: Continue to implement the no net loss provisions of AB 2292 to ensure the availability of adequate sites to accommodate the City's share of regional housing needs throughout the planning period.	4/18/2023	6th	On March 15, 2015, the City Council adopted an update to the City's zoning code and map which rezones many properties to conincide with the General Plan land use designations approved by the City in 2009. Many properties previously zoned for strictly commercial purposes now permit multi-family, high-density residential development. The city maintains via the Housing Element and its updates a list of land appropriately zoned that can accomodate all RHNA growth needs at all income levels.	On March 15, 2015, the City Council adopted an update to the City's zoning code and map which rezones many properties to conincide with the General Plan land use designations approved by the City in 2009. Many properties previously zoned for strictly commercial purposes now permit multi-family, high-density residential development. The city maintains via the Housing Element and its updates a list of land appropriately zoned that can accomodate all RHNA growth needs at all income levels. Annual review of site adequacy re no net loss during Housing element annual updates. Other-Maintain active list with appropriate number of available parcels. No significant changes since HE was approved in 2023	Other		Housing Element | Oroville, CA
Policy 3.1: Ensure that the City's inventory of residentially-zoned land is sufficient to accommodate development for all housing types and income levels commensurate with growth needs and the the Regional Housing Needs Assessment (RHNA).	Action 3.1.3: Coordinate an annual workshop with the Oroville Economic Development Corporation and its members to identify the housing needs of employees in the community in order to ensure that the City's land use plans support development of housing suitable for the local workforce as part of the City's overall economic development program.	6/30/2026	6th	The City attended this year but was not a sponsor.	OEDC has not met annualy, but is kept as a viable organization by th eOroville Chamber of Commerce. OEDC members are actively engaged in housing projects as applicable. City staff attended but was not a psonsor in 2025.staff attends monthly meetings of OEDC	Meetings		None
Policy 3.2: Provide technical assistance to developers, nonprofit organizations, or other qualified private sector interests in seeking federal and state financing for affordable housing, including units affordable to extremely low income households and supportive housing for persons with developmental disabilities.	Action 3.2.1: The City will actively work with interested developers to identify sources of funding and provide technical assistance in seeking fudning for the construction of new affordable multi-family housing, including units for large family households, extremely-low-income households, and persons with developmental disabilities. Funding to be pursued includes tax-exempt mortgage revenue bonds; HCD's Multifamily Housing Program; and low-income housing tax credits (LIHTC). The City shall also assist by providing letters of support for funding applications during the application process to increase the changes of a project receiving a funding award.	1/1/2030	6th	The City continues to work with the Veteran Housing Development Corporation to develop a supportive housing, multifamily project for low-income, 60% and below AMI Veterans. Also, the City has donated land to the Veterans Housing Development Corporation in order for them to build 12 townhomes to sell to income qualified Veterans. City surplused 1275 Mitchell to transfer the land to VHDC to devop multif family apartments for extremly low income veterans (approved by the State). City approved a predevelopment and construction loan in the amount of $1,750,000 for this project. VHDC intends to apply for additinal grant funding during 2026. City worked with developers, who applied and were award tax credits for 5 affordable, mulit-family projects and are in the process of building 312 low-very low income units to Oroville over the next two years, many of which are now occupied. In addition, the City works with CHIP and the North Valley Housing Trust to support projects thay may have. City is continuously reviewing NOFA to see if they align with the Cit's housing needs.	The City continues to work with the Veteran Housing Development Corporation to develop a supportive housing, multifamily project for low-income, 60% and below AMI Veterans. Also, the City has donated land to the Veterans Housing Development Corporation in order for them to build 12 townhomes to sell to income qualified Veterans. City surplused 1275 Mitchell to transfer the land to VHDC to devop multif family apartments for extremly low income veterans (approved by the State). City approved a predevelopment and construction loan in the amount of $1,750,000 for this project. VHDC intends to apply for additinal grant funding during 2026. City worked with developers, who applied and were award tax credits for 5 affordable, mulit-family projects and are in the process of building 312 low-very low income units to Oroville over the next two years, many of which are now occupied. In addition, the City works with CHIP and the North Valley Housing Trust to support projects thay may have. City is continuously reviewing NOFA to see if they align with the Cit's housing needs. City worked with Richman Group to develo Lincoln Family Apartment and is currently under construction for Lincoln Senior Apartments using CDBG DR MHP	Households		Affordable Housing in Oroville | Oroville, CA

Policy 4.1: Protect existing residential neighborhoods from deterioration and encroachment of incompatible or potentially disruptive land uses and/or activities.	Action 4.1.1: Seek code enforcement grants to augment current code enforcement activities to supplement the graffiti removal program, to fund neighborhood clean-up fairs, and general code enforcement and community beautification efforts. Utilize neighborhood resources, including neighborhood groups to supplement City code enforcement activities. Where possible, link code enforcement activities to available funding for improvements and correction of violations.	2/1/2025	6th	The City's Code Enforcement Department is proactive in identifiying code related issues, citing and enforcement codes. City previously supplemented the general fund with CalOES grant funds to assist with the hiring or additional code enforcement officers. City utilized $500,000 in CDBG funds for Neighborhood Cleanup program that employees worker trainees to facilitate projects and cleanup campaigns around the Oroville City Limits, however those funds have been 100% expended. City has had to narrow the scope of their program due to funding restrictions and are continually looking for funding opportunities.	A Code Enforcement Department was established within the City and they work closely with Law Enforcement and Pulic Works to identify code issues and complaints. Both CalOES and CDBG funds funded the program for several years but both grants have expired and were 100% expended. Currenlty Code Enforcement was reduced but is funded by general funds. Other-Cleanups every 6 months, focused on low income neighborhoods.	Other		none available
Policy 4.2: Ensure adequate public facilities to support the development of housing.	Action 4.2.1: Install an upgrade public service facilities (streets, curb, gutter, drainage facilities, and utilities) to encourage increased private market investment in declining, deteriorating and infrastruction-deficient neighborhoods.	10/1/2024	6th	The City if continually evaluating public facilities to ensure they are not declining or deteriorating. Major infrastructure improvements to sewer, storm water, and roads are based on condition, demands, and future needs. Impact fees are used to make the infrastructure investments to support growth, infill, and desification. The City and SCOR, the sewer treatment facility for the area,has been looking for grant funding to prepare for an expansion in order to keep up with the growth in the City since the Camp Fire and well as to run more efficiently. ongoing	The City if continually evaluating public facilities to ensure they are not declining or deteriorating. Major infrastructure improvements to sewer, storm water, and roads are based on condition, demands, and future needs. Impact fees are used to make the infrastructure investments to support growth, infill, and desification. The City and SCOR, the sewer treatment facility for the area,has been looking for grant funding to prepare for an expansion in order to keep up with the growth in the City since the Camp Fire and well as to run more efficiently. ongoing. Capital Improvement Program is active with a prioritized list of repair, upgrade and new projects. Funding from any available source including CDBG, BCAG, Caltrans and others. Recent activity on SR 162, Washington Boulevard, etc.	Other	3	https://www.orovilleca.gov/274/Web-Maps
Policy 4.3: Facilitate housing rehabilitation and stabilize existing neighborhoods, particularly those with high foreclosure and vacancy rates.	Action 4.3.1: To the extent funding is available, purchase abandoned homes, and provide rehabilitation assistance to improve deteriorated neighborhoods.	1/1/2030	6th	The City was awarded Permanent Local Housing Allocation (PLHA) funds for an owner-occupied rehabilation program. The total 5-year allocation is for approximateky $769,654. The housing stock that the city has accumulated by Foreclosure have been approved for transfer to the Veterans Housing Development Corp in order for them to sell to low and extremly low income veterans. To date, 15 properties have been declared exempt surplus land by the City and approved by the State and transferred or sold.	The City was awarded Permanent Local Housing Allocation (PLHA) funds for an owner-occupied rehabilation program. The total 5-year allocation is for approximateky $769,654. The housing stock that the city has accumulated by Foreclosure have been approved for transfer to the Veterans Housing Development Corp in order for them to sell to low and extremly low income veterans. To date, 15 properties have been declared exempt surplus land by the City and approved by the State and transferred or sold. during 6th cycle-8	Households		non yet
Policy 4.3: Facilitate housing rehabilitation and stabilize existing neighborhoods, particularly those with high foreclosure and vacancy rates.	Action 4.3.2: The City shall continue to support the Owner Occupied Single Family Rehabilitation Program. The City expects to fund the rehabilitation of approximately 5 units over the next planning period.	1/1/2030	6th	City is currently utilzing PLHA funds for owner-occupied rehab loans in oroville for AMIs up to 120%. City will be applying to use CDBG Program Income Funds to utilize for OOR program in 2026.	City is currently utilzing PLHA funds for owner-occupied rehab loans in oroville for AMIs up to 120%. City will be applying to use CDBG Program Income Funds to utilize for OOR program in 2026. during 6th cycle 10	Households	11	2024-123 Worthy, 3322 Ashley, 206 Windward, 2115 Spencer, 1865 Gray, 1399 Norton 2025-18 Oak Park, 2980 Florence, 1453 Montgomery, 1510 Montgomery, 31 Linda

Policy 4.4: Encourage the preservation of the existing affordable housing stock in the City.	Action 4.4.1: Continue regular contact with the California Housing Partnership Corporation (CPHC). The City will continue to pursue State and Federal funding sources such as the HOME, CDBG, and multi-family housing program (MHP) to assist the preservation of at-risk units. The City shall maintain dialogue with developers and on-site managers and shall continue to be a source of information and technical assistance to potential purchasers and tenants of properties that oculd potentially convert to market rate. Ensure that all owners and managers of affordable housing are provided with applicable state and federal laws regarding notice to tenants of the owner's desire to opt-out or prepay.	1/1/2030	6th	This program will be continued as funding becomes available.	This program will be continued as funding becomes available.	Units		as needed
Policy 5.1: Support the intent and spirit of equal housing opportunity and the Fair Housing Act.	Action 5.1.1: Require that all recipients of locally administered housing assistance funds acknowledge their responsibilities under fair housing law and affirm their commitment to the law. Coordinate and host regular workshops as a supplement to a tenant/landlord education program to provide managers, real estate professionals, and tenants about fair housing laws, race and disability discrimination, and familial status protections. Publicize fair housing and dispute resolution information through flyers/brochures in the lobby of City Hall, in the library, community cneters, senior centers, local social service offices, real estate offices, mortgage offices, management offices of housing complexes, and on the City's website.	7/1/2023	6th	This program is continuous and ongoing. City staff has attended updated fair housing training.	This program is continuous and ongoing. City staff has attended updated fair housing training.Update Flyers by July 2023 and annually thereafter as needed. Outcomes refer to psotings. See City's website	Other		Fair Housing & Tenant Information | Oroville, CA
No Name	Action 5.1.2: The City shall engage in a public noticing campaign to inform persons with disabilities of any age of their ability to locate in senior citizen independent living facilities that are funded with federal funds.	7/1/2023	6th	The City currently has information materials for available senior housing options. The City works with Butte County Housing Authority, Community Action Agency, and other special interest groups to update the information annually. This program is continued.	City will join the Butte County Community Choice Aggregation fund to incentiveize the use of green energy for both residents and businesses. The City will take an active role in providing educational materisl that discuss the benefits of this program. This is a public noticing campaign without any direct beneficiary	Other		none yet
Policy 6.1: Encourage residential energy conservation through required compliance with current building codes and incentives for voluntary conservation efforts.	Action 6.1.1: The City shall continue to require, at a minimum, that all new residential development comply with the energy conservations requirements of Title 24 of the California Administrative Code.	1/1/2023	6th	This remains a requirement enforced by the City's Building Department.	This remains a requirement enforced by the City's Building Department. California building code adopted in its entirety including Title 24 Other-Energy calculations are in all building plan submittals.	Other		https://www.orovilleca.gov/246/Building-Code-Additional-Links
No Name	Action 6.1.2: Assist in publicizing utility incentives for energy conservation through flyers and on the City's website.	1/1/2023	6th	On February 2, 2016 the City Council has approved to include properties within the City of Oroville in three different Property Assessed Clean Energy (PACE) programs. 1)Ygrene Works, 2) HERO, and 3) Open PACE.	On February 2, 2016 the City Council has approved to include properties within the City of Oroville in three different Property Assessed Clean Energy (PACE) programs. 1)Ygrene Works, 2) HERO, and 3) Open PACE. Programs not active any more. Other-PG&E information about energy efficiancy available at front counter	Other		www.pge.com/assets/pge/docs/account/service-requests/pilot-neighborhood-decarbonization-programs-info-session.pdf

Jurisdiction	Oroville	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning	6th Cycle	06/15/2022 - 06/15/2030

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table E
Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Oroville	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here:
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Oroville	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2

Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier					Unit Types		Affordability by Household Incomes After Conversion							Units credited toward Moderate Income RHNA		Notes
1					2	3	4							5		6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Moderate Income Units Converted from Above Moderate	Date Converted	Notes
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0		

Jurisdiction	Oroville	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Period	6th Cycle	06/15/2022 - 06/15/2030

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Jurisdiction	Oroville		**NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns**
Reporting Period	2025	(Jan. 1 - Dec. 31)	

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						

Jurisdiction	Oroville	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note:
Cells in gre

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of S

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved						
1				2	3	4						
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Unit Category** (SH - Student Housing)	**Date**	**Very Low-Income Deed Restricted**	**Very Low-Income Non Deed Restricted**	**Low- Income Deed Restricted**	**Low- Income Non Deed Restricted**	**Moderate-Income Deed Restricted**	**Moderate-Income Non Deed Restricted**	**Above Moderate-Income**
Summary Row: Start Data Entry Below												

Jurisdiction	Oroville	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.	
Notes	

Jurisdiction	Oroville	
Reporting Period	2025	(Jan. 1 - Dec. 31)

NOTE: This table needs to be completed with any sites within your jurisdiction that were newly added to a National, State, or Local register of historic places within the reporting year. If none, leave blank.

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table L
Historical Resources

Parcel Identifier		Designation				Size	Notes
1		2				3	4
APN	**Street Address/Intersection**	**Date of Designation**	**Designation Level**	**Historic Site Period**	**Areas of Significance**	**Parcel Size (in acres)**	**Notes**
Summary Row:							

Jurisdiction	Oroville	
Reporting Year	2025	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ 65,000.00	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Infrasructure Planning	$55,000.00	$30,737.30	Completed	None	
Blight Study	$10,000.00	$10,000.00	Completed	Other	SB2
Approved LEAP drainage housing work	$0.00	$21,012.70	Completed	None	
Grant Adminstration	$0.00	$3,250.00	Completed	None	
					Reimbursement completed 8/7/25
					Final report approved 7/8/25

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	#N/A
	Non-Deed Restricted	#N/A
Extremely Low	Deed Restricted	#N/A
	Non-Deed Restricted	#N/A
Very Low	Deed Restricted	#N/A
	Non-Deed Restricted	#N/A
Low	Deed Restricted	#N/A
	Non-Deed Restricted	#N/A
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**#N/A**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	12
	Non-Deed Restricted	0
Very Low	Deed Restricted	48
	Non-Deed Restricted	0
Low	Deed Restricted	1
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		6
Total Units		**67**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **HOUSING SUCCESSOR AGENCY ANNUAL REPORT**

DATE: **MARCH 17, 2026**

SUMMARY

The City Council shall receive and file the Housing Successor Agency Annual Report for Fiscal Year 2024-2025.

DISCUSSION

The City of Oroville ("City") is the Housing Successor Agency to the former Oroville Redevelopment Agency ("Housing Successor"). Health and Safety Code ("HSC") Section 34176.1 (enacted by Senate Bill 341 and related legislation) requires the Housing Successor to prepare an annual report documenting compliance with expenditure proportionality and other requirements pertaining to its Low- and Moderate-Income Housing Asset Fund ("Housing Asset Fund"). The report is due to the California Department of Housing and Community Development ("HCD") by April 1st annually. The report also must be presented to City Council and posted on the City's website.

Housing Successor staff and consultants have prepared a Housing Successor Agency Annual Report for the Fiscal Year ("FY") ending June 30, 2025. This report is being presented to City Council to receive and file and will be submitted to HCD.

The following sections summarize the Housing Successor's finances and compliance with various requirements.

HOUSING SUCCESSOR AGENCY ANNUAL REPORT SUMMARY

Low- and Moderate-Income Housing Asset Fund

The Housing Asset Fund includes all the assets that were transferred from the Oroville Redevelopment Agency ("Agency") to the Housing Successor upon dissolution of the former Agency. The assets included:

- Real properties,

- Personal property
- Low- and Moderate-Income Housing Fund encumbrances
- Loan/grants receivable, and
- Rents/operations (deferrals).

As of June 30, 2025, the Housing Asset Fund had a cash balance of $2,304,343 and a total portfolio value of $7,310,352. Most of the asset value is from loans receivable that are due to the Housing Successor.

The Housing Successor deposited $429,458 in revenues throughout FY 2024-25, which includes interest income, leases, loan payments, and miscellaneous revenues. For FY 2024-245 the expenditures were primarily administrative costs equating to $157,783 in total funds used.

Property Disposition

Upon the dissolution of redevelopment, the former Agency transferred 19 real properties and associated rental income to the Housing Successor. Since dissolution, 6 additional real properties were taken back by the Housing Successor because the loans defaulted and resulted in foreclosure. As of FY 2024-25, twenty-two properties have been sold or transferred, with 3 remaining.

Outstanding Inclusionary and Replacement Housing Obligations

At the time of its dissolution, the former Agency met its inclusionary and replacement housing requirements. Therefore, the Housing Successor is no longer subject to obligations related to inclusionary housing or replacement housing.

Income & Age Proportionality

If housing successors expend money on projects, State law requires at least 30% to be spent on extremely low-income rental housing in a five-year period, among other restrictions. Additionally, State law also sets a 20% maximum on assisting 60-80% AMI units. State law also sets a limit of 50% on the portion of publicly assisted deed-restricted rental housing that may be restricted to seniors. During FY 2024-25, the Housing Successor had expenditures in the amount of $100,000 for a permanent supportive housing project for extremely low-income households. As a result, this complies with the five-year income proportionality targets requirements.

Excess Surplus

Senate Bill 341 reinstated a requirement to prevent housing successors from accumulating an excess surplus, which is generally defined as unencumbered cash that exceeds the greater of $1 million or the aggregate amount deposited into the Housing Asset Fund in the preceding four years.

For FY 24-25, the Housing Asset Fund had a beginning cash balance of $2,984,237. The sum of deposits in the prior four years is $4,656,859. The amounts reported did not accumulate an excess surplus during FY 2024-2025.

Homeownership Unit Inventory

State law requires the annual report to contain an inventory of any homeownership units assisted by the Housing Successor that require restrictions, covenants, or an adopted program that protects

Housing Asset Fund monies. The Housing Successor oversees 124 homeownership units with affordability restrictions.

FISCAL IMPACT

These are informational items with no fiscal impact.

ACTION REQUESTED –

RECEIVE AND APPROVE THE FILING OF THE HOUSING SUCCESSOR AGENCY ANNUAL REPORT FOR FISCAL YEAR ENDING JUNE 30, 2025.

ATTACHMENTS

Housing Successor Agency Annual Progress Report Fiscal year 2024-2025.

HOUSING SUCCESSOR ANNUAL REPORT
City of Oroville Housing Successor

Fiscal Year 2024-25

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INTRODUCTION

This Housing Successor Agency Annual Report ("Annual Report") presents information on Fiscal Year ("FY") 2024-25 expenditures and activities as required by Health and Safety Code ("HSC") Section 34176.1(f), including but not limited to a housing successor's compliance with certain expenditure activities over the year as well as a five- and ten-year planning period.

HOUSING SUCCESSOR

The City of Oroville ("City") is the Housing Successor Agency ("Housing Successor") to the former Oroville Redevelopment Agency ("Agency"), which was dissolved with all other agencies statewide by the Legislature in 2012. At the time of dissolution, a housing successor was to be selected for the transfer of, and to be responsible for, the remaining assets and liabilities of a former redevelopment agency. The Housing Successor is responsible for maintaining housing assets transferred from the former Agency. Its main goal is to provide affordable housing for City residents.

SCOPE OF THIS HOUSING SUCCESSOR ANNUAL REPORT

This Annual Report is limited to the City's activities as it relates to its role as a housing successor. This may include, but is not limited to, financial activities, property disposition, loan administration, monitoring of covenants, and affordable housing development. This Annual Report describes compliance with various annual, five-year, and ten-year housing expenditure and production requirements. FY 2024-25 is the current five-year compliance period for income proportionality, which began July 1, 2024, and ends June 30, 2029.

This Annual Report is due to the State of California ("State") Department of Housing and Community Development ("HCD") by April 1 annually and must be accompanied by an independent financial audit. The City's audited financial statements will be posted on the City's website when available. This report is an addendum to the Housing Element Annual Progress Report required by Government Code Section 65400, which is submitted to HCD by April 1 annually.

ASSETS TRANSFERRED TO THE HOUSING SUCCESSOR

Upon the statewide dissolution of redevelopment in 2012, all rights, powers, committed assets, liabilities, duties, and obligations associated with the housing activities of the Agency were transferred to the Housing Successor. The Housing Successor prepared a Housing Asset Transfer ("HAT") form that

provided an inventory of all housing assets transferred from the Agency to the Housing Successor. This included:

1. Real properties;
2. Personal property;
3. Low- and Moderate-Income Housing Fund ("LMIHF") encumbrances;
4. Loans/Grants receivables; and
5. Deferrals.

All items on the HAT were approved by the California Department of Finance ("DOF") on September 5, 2012.

It is important to distinguish that Housing Successor assets that were not transferred from the former Agency or generated by or purchased with assets from the former Agency are not subject to HSC Section 34176.1. A copy of the HAT is provided in Appendix 1.

BACKGROUND

This section summarizes the legal requirements for use of housing successor assets that are addressed in this Annual Report.

LEGAL REQUIREMENTS ABOUT HOUSING SUCCESSORS

In general, housing successors must comply with three major requirements pursuant to HSC Section 34176.1:

1. Expenditures and housing production are subject to income and age targets.
2. Housing successors may not accumulate an "excess surplus," or a high unencumbered Housing Asset Fund balance based on certain thresholds.
3. Properties must be developed with affordable housing or sold within five to ten years of the DOF approving the HAT.

Appendix 2 provides a detailed summary of the reporting requirements that are addressed in this Annual Report.

PERMITTED USES OF HOUSING ASSET FUNDS

Under HSC Section 34176.1, former Agency assets and the revenues generated by those assets, are maintained in a Low- and Moderate-Income Housing Asset Fund ("Housing Asset Fund").[1] The Housing Asset fund replaced the former Agency's Low- and Moderate-Income Housing Fund. Housing Asset Funds may be spent on:

- **Administrative costs** for the operation of the housing successor agency. The law allows a housing successor to spend the greater of:
    - $200,000 per year adjusted annually for inflation, or
    - 5% of the statutory value of real property owned by the housing successor and the value of loans and grants receivable from the HAT ("Portfolio"), whichever is greater.

  HCD has annually published an adjusted limit amount for administrative costs, reflecting the change in the Consumer Price Index from the prior year. Although HCD has not yet published the update for FY 2024-25, applying the same methodology and index HCD has previously used would yield a limit adjusted for inflation for FY 2024-25 of $270,700. The Housing Successor's FY 2024-25 Portfolio value was $7,310,352, of which five percent is $365,518. The FY 2024-25 administrative cost limit is the higher figure of $365,518.

- **Homeless prevention and rapid rehousing services** up to $500,000 per year if the former redevelopment agency did not have any outstanding inclusionary housing or replacement housing production requirements as of 2012. The City is eligible for this expense because the former Agency had met its inclusionary housing and replacement housing production requirements upon dissolution.

1 The Housing Asset Fund replaced the former Agency's Low- and Moderate-Income Housing Fund.

- **Affordable housing development** assists households up to 80 percent of the Area Median Income ("AMI"), subject to specific income and age targets over a five-year period.

  Five-Year Income Proportionality on Development Expenditures: Any Housing Asset Funds may be spent on the development of affordable housing projects affordable to low, very low, and extremely low-income households. "Development" is defined as "new construction", acquisition and rehabilitation, substantial rehabilitation as defined in HSC Section 33413, the acquisition of long-term affordability covenants on multifamily units as described in HSC Section 33413, or the preservation of an assisted housing development that is eligible for prepayment or termination or for which within the expiration of rental restrictions is scheduled to occur within five years."

  Over each five-year compliance period, the current one beginning July 1, 2024, at least 30 percent of such development expenditures must assist extremely low-income households (30% of AMI), while no more than 20 percent may assist low-income households (between 60-80% of AMI). The balance of the funds may be used on very low-income households (defined as households earning between 30% and 60% of AMI).

  The Housing Successor was in compliance during the five-year compliance period, which was from July 1, 2019, to June 30, 2024. The current, five-year compliance period is from July 1, 2024, to June 30, 2029.

  Note that housing successors must report expenditures by category each year, but compliance with income proportionality limits is measured every five years. For example, a housing successor could spend all its funds in a single year on households earning between 60-80% of AMI, if it was 20 percent or less of the total expenditures during the five-year compliance period.

  Should a housing successor not spend at least 30% of its development expenditures on extremely low-income households, or exceeds the amount spent on low-income households, future expenditures are subject to greater restriction until these proportionality targets are met.

  Specifically, if a housing successor is unable to spend at least 30% of its development expenditures on extremely low units, it is required to increase this spending to 50% until compliant with the 30% threshold; a housing successor that spends more than 20% of its development expenditures on low-income units cannot spend any further funds on low-income developments until it is at or below the 20% threshold.

As such, tracking these expenditures and their progress over the corresponding five-year period is an important function of this Annual Report.

Ten-Year Age Proportionality on Units Assisted: If more than 50% of the total aggregate number of rental units produced by the city, housing successor, or former redevelopment agency during the past 10 years are restricted to seniors, the housing successor may not spend more Housing Asset Funds on senior rental housing.

It is important to stress that Housing Successor expenditure and production requirements are measured on different timeframes:

- **One-Year Limits:** Administrative Allowance and Homeless Prevention Allowance. Compliance is evaluated annually and resets every year.
- **Five-Year Limit:** Expenditures by Income Level. Compliance is evaluated over a fixed five-year period set by law, the current period being July 1, 2024, to June 30, 2029.
- **Ten-Year Limit:** Number of Senior Deed-Restricted Units Assisted. Compliance is evaluated based on a rolling ten-year period that is different every year.

Appendix 3 describes Housing Asset Fund expenditure requirements in more detail, including the types of costs eligible in each category.

LIMITS ON THE ACCUMULATION OF HOUSING FUNDS (EXCESS SURPLUS)

State law limits how much cash a housing successor may retain and, if it fails to commit and spend these dollars in a reasonable timeframe, ultimately penalizes the housing successor by requiring unspent funds to be transferred to HCD for use on State housing programs.

HSC Section 34176.1(d) establishes a limit, known as an "excess surplus" on the amount of unencumbered Housing Asset Funds based on the greater of the following:

- $1,000,000, or
- The total amount of deposits made into the Housing Asset Fund over the preceding four years.

Only amounts more than this threshold are considered an excess surplus. Once an excess surplus is determined, a housing successor must account for these funds separately and encumber said monies within three years. If after the third year, the excess surplus has not been fully encumbered, the remaining balance of the excess surplus is to be transferred to HCD within 90 days. HCD is permitted to use these transferred excess surplus funds anywhere in the State under its Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.

As part of the Annual Report, a housing successor must disclose any excess surplus and describe the housing successor's plan for eliminating this excess surplus.

HOUSING ASSET FUND ACTIVITY

This section summarizes the Housing Asset Fund activities of the Housing Successor for FY 2024-25.

DEPOSITS AND FUND BALANCE

The Housing Successor deposited $429,458 into the Housing Asset Fund during FY 2024-25 from a variety of sources as shown in Table 1 below.

Table 1: Housing Asset Fund Deposits, FY 2024-25

Balance Type		Amount
Interest Revenue	$	50,807
Loan Fund Interest		31,518
Rents and Leases		-
Fed Grants		-
Other Fees		5,316
Interfund Transfers		5,150
Refund and Reimbursements		100,097
Misc. Revenue		-
Loan Principal Payments		236,570
Lease to Own Payments		-
Total	$	429,458

Source: City of Oroville, Fund 221 Revenue Report (06/30/25)

EXPENDITURES

The Housing Successor expended $157,783 in FY 2024-25, all on administrative costs. Significant expenses were salaries, health insurance, and outside services.

ENDING CASH AND FUND BALANCE

The Housing Asset Fund balance as of June 30, 2025, was $2,304,343, as summarized in Table 2 below.

Table 2: Housing Asset Fund - Ending Balance as of June 30, 2025

Balance Type		Amount
Cash	$	1,522,734
Accounts Receivable		-
Interest Receivable		9,174
Loans Receivable		6,923,538
Real Property Inventory		386,814
Accounts Payable		(531)
Salaries & Benefits Payable		(662)
Unearned Revenue		(6,923,538)
Unearned Real Property Inventory		386,814
Lease 15% Housing		-
Ending Balance	**$**	**2,304,343**

HOUSING SUCCESSOR PORTFOLIO

The Housing Successor Portfolio includes 9 properties and 42 loans receivable transferred from the former Agency. The Portfolio had a value of $7,310,352 as of FY 2024-25, as detailed in Table 3 below.

Table 3: Housing Successor Real Property and Loans Receivable Portfolio

Asset	Amount
Real Properties	
Value of Real Properties	386,814
Subtotal	*$386,814*
Loans Receivable	
Value of Loans Receivable	6,923,538
Subtotal	*$6,923,538*
Total Portfolio Value	**$7,310,352**

Source: City of Oroville Fund 221 Trial Balance Sheet (06/30/25)

REAL PROPERTY AND DISPOSITION STATUS

The Agency originally transferred 19 real properties to the City on the HAT form. Since then, an additional 6 real properties were taken back by the Housing Successor because the loans defaulted and resulted in foreclosure. Table 4 below describes each property and its current development or disposition status. As of FY 2024-25, twenty-two properties have been sold or transferred. The City will continue to evaluate each of the remaining three properties taking several factors into consideration, including whether it is more beneficial to develop properties to provide housing, or to receive sales proceeds to spend on affordable housing activities within the expenditure limitations set by HSC Section 34176.1.

Table 4: Properties Transferred from the Former Redevelopment Agency

HAT Item No.	Address	Property Type	Statutory Value	Status / Desired Action
REMAINING PROPERTIES				
1	1130 Pomona Avenue	Vacant land	12,514	Transferring to VHDC
2	1550 & 1560 Veatch St.	Vacant land	3,048	Transferring to VHDC
5	3265 Glen Avenue	Single-family	110,318	Transferring to VHDC
SOLD PROPERTIES				
3	1729 Boynton Avenue	Single-family	101,299	Sold at appraised value 4/12/19
4	3054 Spencer Avenue	Single-family	76,523	Sold on 12/28/16
6	1289 Robinson Street	Single-family	-	Sold in FY 2018-19
7	770 Robinson St.	Single-family	64,313	Sold on 7/21/16
8	33 Canyon Highlands	Single-family	71,814	Sold through LPP in FY 2022-23
9	2712 Spencer Avenue	Single-family	95,000	Sold through LPP in FY 2018-19
10	3027 Florence Avenue	Single-family	-	Sold through LPP
11	115 Worthy Avenue	Single-family	122,000	Sold through LPP
12	218 Windward Way	Single-family	125,000	Sold through LPP
13	1800 Pine Street	Single-family	-	Sold through LPP
14	2178 Bridge St.	Single-family	-	Sold through LPP
15	2950 El Noble Ave.	Single-family	90,000	Sold through LPP
16	1930 Grant Ave.	Single-family	65,000	Sold through LPP
17	APN 033-232-021 (Oroville Dam Blvd)	Vacant land	-	Sold in FY 2023-24
18	APN 033-232-001 (Oroville Dam Blvd & Highlands)	Vacant land	-	Sold in FY 2023-24
19	1511 Robinson St.	Vacant land	-	Sold to PEP housing to develop Orange Tree Senior Housing
82	119 Morningstar	Single-family	-	Transferred to VHDC on 1/19/2022
97	3555 Argonaut Ave	Single-family	-	Transferred to VHDC April 2024
98	3711 Ashley Ave	Single-family	-	Transferred to VHDC
101	2244 Mitchell Ave	Single-family	130,000	Sold on 9/22/2021 as a Market Rate Unit
100	2420 Baldwin Ave	Single-family	-	Transferred to VHDC
102	1250 Robinson	Single-family	165,000	Sold on 9/15/21 as a Market Rate Unit

COMPLIANCE WITH EXPENDITURES & PRODUCTION LIMITS

During FY 2024-25, the Housing Successor was in compliance with all annual and five- to ten-year planning period requirements as described in this section.

PROPORTIONALITY REQUIREMENTS

The Housing Successor fully complied with the Housing Asset Fund spending restrictions during the previous five-year compliance period of January 1, 2019, through June 30, 2024.

As summarized in Table 5 below, the Housing Successor has also fully complied with all the Housing Asset Fund spending restrictions for the current reporting period:

- The Housing Successor expended $157,783 on allowable administrative costs and was below the maximum limit amount of $365,518. The annual limit is greater than $200,000 plus inflation or 5% of the Housing Successor Portfolio balance. As shown in Table 3 earlier, the Portfolio balance is $7,310,352, of which 5% is $365,518.

- The Housing Successor made a $100,000 expense to Mission Esperanza for homeless prevention or rapid rehousing in FY 2024-25.

- For FY 2024-25, the Housing Successor had no expenditures for extremely low or low-income housing units.

Table 5: Fiscal Year 2024-25 Housing Asset Fund Expenditures

	Annual Limit Expenditures		Five-Year Limit Expenditures		
	Admin/ Monitoring [1]	*Rapid Rehousing*	*<30% AMI*	*31-59% AMI*	*60-80% AMI*
Prior Year's Compliance					
FY 2024-25	$157,783	$100,000	$0	$0	$0
FY 2025-26	$0	$0	$0	$0	$0
FY 2026-27	$0	$0	$0	$0	$0
FY 2027-28	$0	$0	$0	$0	$0
FY 2028-29	$0	$0	$0	$0	$0
Totals	$157,783	$100,000	$0	$0	$0
	Compliance Period (FY 2024-25)		**Five-Year Period (FY 2024-25 through FY 2028-29)**		
Total Expenditures	$157,783	$100,000	$0	$0	$0
SB 341 Limitation	$365,518	$500,000	>30%	N/A	<20%
Compliant (Yes/No)	**Yes**	**N/A**	**N/A**	**N/A**	**N/A**

[1] The Admin/Monitoring and Rapid Rehousing amounts are annual Limits. Expenditures by income level are five-year limits

Source: City of Oroville

The Housing Successor will ensure it meets all expenditure requirements going forward, throughout this five-year compliance period of July 1, 2024, through June 30, 2029, and future five-year compliance periods. The Housing Successor understands that failure to comply with the extremely low-income requirement in any five-year compliance period will result in the Housing Successor having to ensure that 50 percent of the remaining funds be spent on extremely low-income rental units until in compliance. Exceeding the expenditure limit for low households earning between 60-80% AMI in any five-year reporting period will result in the Housing Successor not being able to expend any funds on this income category until in compliance.

SENIOR RENTAL HOUSING LIMIT COMPLIANCE

The Housing Successor has exceeded the limit of producing more than 50 percent of the total rental units for seniors within the last ten years. However, some funds have been encumbered for housing assistance, which is expected to bring the jurisdiction into compliance by the next reporting year. The Housing Successor, along with the City and former Agency, are working towards achieving this goal. Over the last 10 years, the Successor has assisted 1 deed-restricted project with 2 rental unit in the last ten years both units are restricted to seniors, over 50 percent. Table 6 details units assisted by the project.

Table 6: Deed Restricted Units Assisted in Last 10 years

Property	Senior Units	%	Non-Senior Units	%	Total Units
Sierra Heights	2	100%	0	0%	2
Total	**2**	**100%**	**0**	**0%**	**2**

Total Deed-Restricted Senior Units: **100%**

Source: City of Oroville

EXCESS SURPLUS

The Housing Asset Fund may not accumulate an “excess surplus”, which is an unencumbered amount that exceeds the greater of $1 million or the sum of deposits in the prior four fiscal years. This requirement ensures that housing successors are actively spending available Housing Asset Funds on affordable housing. Table 7 shows that the Housing Successor has not accumulated an excess surplus amount during FY 2024-25. The encumbered amount of $1,061,082 is for an extremely low permanent supportive housing project for the Veterans Housing Development Corporation, HOME Long Term Monitoring for Adams Ashby and includes expenses.

Table 7: Excess Surplus FY 2024-25

Step 1: Determine Unencumbered Cash Balance From Financials			
FY 24-25 Beginning Cash Balance		$ 2,984,237	
Less: Encumbered Funds		$ 1,061,082	
Unencumbered Amount			$ 1,923,155
Step 2: Determine Greater of $1M or Last 4 Deposits			
$1 Million, or		$ 1,000,000	
Last 4 years' deposits		$ 4,656,859	
FY 2023-24	$ 2,576,552		
FY 2022-23	$ 485,527		
FY 2021-22	$ 642,784		
FY 2020-21	$ 951,996		
Result: Larger Number			$ 4,656,859
Step 3: Excess Surplus is Amount Step 1 Exceeds Step 2, if Any			
(1) Unencumbered Amount		$ 1,923,155	
(2) Less: Larger Number From Step 2		$ 4,656,859	
Excess Surplus			None

Source: City of Oroville

The City will continue monitoring its deposits and fund balance to avoid any future excess surplus. If the Housing Successor has an excess surplus, it must be expended or encumbered within three fiscal years. If the housing successor fails to comply, it must transfer any excess surplus to HCD within 90 days of the end of the third fiscal year.

OTHER INFORMATION

TRANSFERS TO OTHER HOUSING SUCCESSORS

There were no transfers to another housing successor entity for a joint project under HSC Section 34176.1(c)(2).

HOMEOWNERSHIP UNIT INVENTORY

There are 124 homeownership units assisted by the Housing Successor that have restrictions, affordable covenants, or an adopted program that protects Housing Asset Fund monies. Further details are provided in Appendix 4.

APPENDIX 1 – HOUSING ASSET TRANSFER FORM

The HAT form is attached as a separate document.

APPENDIX 2 - HOUSING SUCCESSOR ANNUAL REPORT REQUIREMENTS

Health and Safety Code Section 34176.1(f)	
Housing Asset Fund Revenues & Expenditures	Total amount deposited in the Housing Asset Fund for the fiscal year. Amount of deposits funded by a Recognized Obligation Payment Schedule ("ROPS"). Statement of balance at the close of the fiscal year. Description of Expenditures for the fiscal year, broken out as follows: • Homeless prevention and rapid rehousing • Administrative and monitoring • Housing development expenses by income level assisted Description of any transfers to another housing successor for a joint project.
Other Assets and Active Projects	Description of any project(s) funded through the ROPS. Update on property disposition efforts (note that housing successors may only hold a property for up to five years unless it is already developed with affordable housing). Other "portfolio" balances, including: • The statutory value of any real property either transferred from the former Agency or purchased by the Housing Asset Fund • Value of loans and grants receivable Inventory of homeownership units assisted by the former Agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former Agency's investment of monies from the Low- and Moderate-Income Housing Fund.
Obligations & Proportionality	Description of any outstanding production obligations of the former Agency that were inherited by the Housing Successor. Compliance with proportionality requirements (income group targets), which must be upheld on a five-year cycle. Percentage of deed-restricted rental housing restricted to seniors and assisted by the former Agency, the Housing Successor, or the City within the past ten years compared to the total number of units assisted by any of those three agencies. Amount of any excess surplus, and, if any, the plan for eliminating it.

APPENDIX 3 – HOUSING ASSET FUND EXPENDITURE REQUIREMENTS

Health and Safety Code Section 34176.1		
Expense Category	Limits	Allowable Uses
Administration and Compliance Monitoring *Annual Limit*	**$365,518 maximum** for FY 2024-25 (limit varies each year)	Administrative activities such as: • Professional services (consultant fees, auditor fees, etc.) • Staff salaries, benefits, and overhead for time spent on Housing Successor administration • Compliance monitoring to ensure compliance with affordable housing and loan agreements • Property maintenance at Housing Successor-owned properties Capped at $200,000 adjusted annually for inflation or 5% of the statutory value of real property owned by the housing successor and the value of loans and grants receivable from the HAT ("Portfolio"), whichever is greater.
Homeless Prevention and Rapid Rehousing Solutions *Annual Limit*	**$500,000 maximum** per fiscal year	• Services for individuals and families who are homeless or would be homeless but for this assistance, including: • Contributions toward the construction of local or regional homeless shelters • Housing relocation and stabilization services including housing search, mediation, or outreach to property owners • Short-term or medium-term rental assistance • Security or utility deposits • Utility payments • Moving cost assistance • Credit repair • Case management • Other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless.
Affordable Housing Development	No spending limit, but must comply with income and age targets	"Development" includes: • New construction • Acquisition and rehabilitation • Substantial rehabilitation • Acquisition of long-term affordability covenants on multifamily units • Preservation of at-risk units whose affordable rent restrictions would otherwise expire over the next five years

Health and Safety Code Section 34176.1		
Expense Category	Limits	Allowable Uses
	Income Targets *Fixed Five-Year Compliance Period* *(FY 2024-25 to 2028-29)*	Every five years (currently FYs 2020-2024), Housing Asset Funds must meet income targets: • At least 30% on extremely low-income rental households (up to 30% AMI or "Area Median Income") • No more than 20% on low-income households (60-80% AMI) Moderate and above moderate-income households may not be assisted (above 80% AMI). Failure to comply with the extremely low-income requirement in any five-year compliance period will result in having to ensure that 50 percent of remaining funds be spent on extremely low income rental units until in compliance. Exceeding the expenditure limit for low households earning between 60-80% AMI in any five-year reporting period will result in not being able to expend any funds on these income categories until in compliance.
	Age Targets *Rolling Ten-Year Period*	For the prior ten years (resets every year), a maximum of 50% of deed-restricted rental housing units assisted by the Housing Successor or its host jurisdiction may be restricted to seniors. If a housing successor fails to comply, Housing Asset Funds may not be spent on deed-restricted rental housing restricted to seniors until in compliance.

APPENDIX 4 – HOMEOWNERSHIP UNIT INVENTORY

Homeownership Unit Inventory			
Program	**Address**	**Restriction Start Date**	**Restriction End Date**
First Time Home Buyer Program	10 Ruxton	12/30/2008	12/29/2028
First Time Home Buyer Program	Various	11/22/2008	11/21/2038
First Time Home Buyer Program	Various	11/23/2008	11/22/2038
First Time Home Buyer Program	Various	11/24/2008	11/23/2038
In-Fill Construction FTHB	Gray Street	11/25/2008	11/24/2038
In-Fill Construction FTHB	Florence Ave.	11/26/2008	11/25/2038
In-Fill Construction FTHB	Pine St	11/27/2008	11/26/2038
Landscape Improvement Program	Various	11/28/2008	11/27/2038
Landscape Improvement Program	Various	11/29/2008	11/28/2038
Landscape Improvement Program	Various	11/30/2008	11/29/2038
Landscape Improvement Program	Various	12/1/2008	11/30/2038
Landscape Improvement Program	Various	12/2/2008	12/1/2038
Landscape Improvement Program	Various	12/3/2008	12/2/2038
Landscape Improvement Program	Various	12/4/2008	12/3/2038
Landscape Improvement Program	Various	12/5/2008	12/4/2038
Landscape Improvement Program	Various	12/6/2008	12/5/2038
Landscape Improvement Program	Various	12/7/2008	12/6/2038
Landscape Improvement Program	Various	12/8/2008	12/7/2038
Landscape Improvement Program	Various	12/9/2008	12/8/2038
Landscape Improvement Program	Various	12/10/2008	12/9/2038
Landscape Improvement Program	Various	12/11/2008	12/10/2038
Landscape Improvement Program	Various	12/12/2008	12/11/2038
Landscape Improvement Program	Various	12/13/2008	12/12/2038
Landscape Improvement Program	Various	12/14/2008	12/13/2038
Landscape Improvement Program	Various	12/15/2008	12/14/2038
Landscape Improvement Program	Various	12/16/2008	12/15/2038
Landscape Improvement Program	Various	12/17/2008	12/16/2038
RDA Housing Rehabilitation Program	Grand View Dr., Boyton Ave., Bird St.	12/18/2008	12/17/2038
First Time Home Buyer Program	Various	12/19/2008	12/18/2038
First Time Home Buyer Program	Various	12/20/2008	12/19/2038
First Time Home Buyer Program	Various	12/21/2008	12/20/2038
First Time Home Buyer Program	Various	12/22/2008	12/21/2038
First Time Home Buyer Program	Various	12/23/2008	12/22/2038
First Time Home Buyer Program	Various	12/24/2008	12/23/2038

Homeownership Unit Inventory			
Program	**Address**	**Restriction Start Date**	**Restriction End Date**
First Time Home Buyer Program	Various	12/25/2008	12/24/2038
First Time Home Buyer Program	Various	12/26/2008	12/25/2038
First Time Home Buyer Program	Various	12/27/2008	12/26/2038
First Time Home Buyer Program	Various	12/28/2008	12/27/2038
First Time Home Buyer Program	Various	12/29/2008	12/28/2038
In-Fill Construction FTHB	Various	12/30/2008	12/29/2038
In-Fill Construction FTHB	Various	12/31/2008	12/30/2038
In-Fill Construction FTHB	Various	1/1/2009	12/31/2038
Landscape Improvement Program	Various	1/2/2009	1/1/2039
Landscape Improvement Program	Various	1/3/2009	1/2/2039
Landscape Improvement Program	Various	1/4/2009	1/3/2039
Landscape Improvement Program	Various	1/5/2009	1/4/2039
Landscape Improvement Program	Various	1/6/2009	1/5/2039
Landscape Improvement Program	Various	1/7/2009	1/6/2039
Landscape Improvement Program	Various	1/8/2009	1/7/2039
Landscape Improvement Program	Various	1/9/2009	1/8/2039
Landscape Improvement Program	Various	1/10/2009	1/9/2039
Landscape Improvement Program	Various	1/11/2009	1/10/2039
Landscape Improvement Program	Various	1/12/2009	1/11/2039
Landscape Improvement Program	Various	1/13/2009	1/12/2039
Landscape Improvement Program	Various	1/14/2009	1/13/2039
Landscape Improvement Program	Various	1/15/2009	1/14/2039
Landscape Improvement Program	Various	1/16/2009	1/15/2039
Landscape Improvement Program	Various	1/17/2009	1/16/2039
Landscape Improvement Program	Various	1/18/2009	1/17/2039
Landscape Improvement Program	Various	1/19/2009	1/18/2039
Landscape Improvement Program	Various	1/20/2009	1/19/2039
Landscape Improvement Program	Various	1/21/2009	1/20/2039
RDA Housing Rehabilitation Program	Grand View Dr	1/22/2009	1/21/2039
RDA Housing Rehabilitation Program	Boyton Ave.	1/23/2009	1/22/2039
RDA Housing Rehabilitation Program	Bird St	1/24/2009	1/23/2039
RDA Housing Rehabilitation Program	Various	1/25/2009	1/24/2039
RDA Housing Rehabilitation Program	Various	1/26/2009	1/25/2039
RDA Housing Rehabilitation Program	Various	1/27/2009	1/26/2039
RDA Housing Rehabilitation Program	Various	1/28/2009	1/27/2039
First Time Home Buyer Program	Various	1/29/2009	1/28/2039
First Time Home Buyer Program	Various	1/30/2009	1/29/2039
First Time Home Buyer Program	Various	1/31/2009	1/30/2039
First Time Home Buyer Program	Various	2/1/2009	1/31/2039

Homeownership Unit Inventory			
Program	**Address**	**Restriction Start Date**	**Restriction End Date**
First Time Home Buyer Program	Various	2/2/2009	2/1/2039
First Time Home Buyer Program	Various	2/3/2009	2/2/2039
First Time Home Buyer Program	Various	2/4/2009	2/3/2039
First Time Home Buyer Program	Various	2/5/2009	2/4/2039
First Time Home Buyer Program	Various	2/6/2009	2/5/2039
First Time Home Buyer Program	Various	2/7/2009	2/6/2039
First Time Home Buyer Program	Various	2/8/2009	2/7/2039
First Time Home Buyer Program	Various	2/9/2009	2/8/2039
First Time Home Buyer Program	Various	2/10/2009	2/9/2039
First Time Home Buyer Program	Various	2/11/2009	2/10/2039
First Time Home Buyer Program	Various	2/12/2009	2/11/2039
First Time Home Buyer Program	Various	2/13/2009	2/12/2039
First Time Home Buyer Program	Various	2/14/2009	2/13/2039
First Time Home Buyer Program	Various	2/15/2009	2/14/2039
First Time Home Buyer Program	Various	2/16/2009	2/15/2039
First Time Home Buyer Program	Various	2/17/2009	2/16/2039
First Time Home Buyer Program	Various	2/18/2009	2/17/2039
CALHOME Fund Rehabilitation Program	Various	N/A	2/18/2039
CALHOME Fund Rehabilitation Program	Various	N/A	2/19/2039
CALHOME Fund Rehabilitation Program	Various	N/A	2/20/2039
First Time Home Buyer Program	1 Bremer	1/1/2007	1/1/2057
Housing Rehabilitation Project	Various	10/23/2008	10/22/2058
Housing Rehabilitation Project	Various	10/24/2008	10/23/2058
Housing Rehabilitation Project	Various	10/25/2008	10/24/2058
Housing Rehabilitation Project	Various	10/26/2008	10/25/2058
Housing Rehabilitation Project	Various	10/27/2008	10/26/2058
Housing Rehabilitation Project	Various	10/28/2008	10/27/2058
Housing Rehabilitation Project	Various	10/29/2008	10/28/2058
Housing Rehabilitation Project	Various	10/30/2008	10/29/2058
Housing Rehabilitation Project	Various	10/31/2008	10/30/2058
Housing Rehabilitation Project	Various	11/1/2008	10/31/2058
Housing Rehabilitation Project	Various	11/2/2008	11/1/2058
Housing Rehabilitation Project	Various	11/3/2008	11/2/2058
Housing Rehabilitation Project	Various	11/4/2008	11/3/2058
Housing Rehabilitation Project	Various	11/5/2008	11/4/2058
City Housing Construction	Various	11/6/2008	11/5/2058
City Housing Construction	Various	11/7/2008	11/6/2058
City Housing Construction	Various	11/8/2008	11/7/2058
City Housing Construction	Various	11/9/2008	11/8/2058

Homeownership Unit Inventory			
Program	**Address**	**Restriction Start Date**	**Restriction End Date**
City Housing Construction	Various	11/10/2008	11/9/2058
City Housing Construction	Various	11/11/2008	11/10/2058
City Housing Construction	Various	11/12/2008	11/11/2058
City Housing Construction	Various	11/13/2008	11/12/2058
First Time Home Buyer Program	Various	11/14/2008	11/13/2058
First Time Home Buyer Program	Various	11/15/2008	11/14/2058
First Time Home Buyer Program	Various	11/16/2008	11/15/2058
First Time Home Buyer Program	Various	11/17/2008	11/16/2058
First Time Home Buyer Program	Various	11/18/2008	11/17/2058
First Time Home Buyer Program	Various	11/19/2008	11/18/2058
First Time Home Buyer Program	Various	11/20/2008	11/19/2058
First Time Home Buyer Program	Various	11/21/2008	11/20/2058

Note: Does not include units assisted prior to 2003-04

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC TO INCREASE CONTRACT AMOUNT**

DATE: **MARCH 17, 2026**

SUMMARY

The City Council shall consider amending the Professional Services Agreement with Trover Construction Project Management LLC to increase the contract amount by $25,000.

DISCUSSION

At the February 18, 2025, City Council meeting, staff received approval to extend its professional services agreement with Trover Construction Project Management to continue providing owner-occupied rehabilitation services using newly awarded Permanent Local Housing Allocation (PLHA) grant funds through December 31, 2026. At that time, City did not increase the amount of the agreement from the original $50,000 that was awarded in 2022.

City is requesting an increase of $25,000 through the end of the contract to complete Construction Project Management. When the agreement expires in December, all of the PLHA fund should be expended. Staff will procure for a new Construction Project Management agreement when additional funding is secured.

FISCAL IMPACT

No General Fund impact. Funding will be provided from PLHA Account No. 1401600-6360-PLHA15545 for ORR, and various FTHB funds including (Fund 222) project code PI10002AD, (fund 228) project Code CALHOME RLF and the 2023 HOME or 2025 HOME PI grants that do not yet have a contract number.

ACTIONS REQUESTED -

1. **APPROVE AMENDMENT #1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC; AND**
2. **ADOPT RESOLUTION NO. 9448 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND PROFESSIONAL SERVICES AGREEMENT WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC TO INCREASE THE CONTRACT BY $25,000 THROUGH DECEMBER 31, 2026.**

ATTACHMENTS

1. Resolution No. 9448
2. Agreement No. 3535-1
3. Agreement No. 3535

CITY OF OROVILLE
RESOLUTION NO. 9448

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND PROFESSIONAL SERVICES AGREEMENT NO. 3535 WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC TO INCREASE THE CONTRACT BY $25,000.

(Agreement No.3535-1)

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

1. The Mayor is hereby authorized and directed to amend a professional agreement no. 3535 with Trover Construction Project Management LLC to increase the contract by $25,000. 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 March 17, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie, Assistant City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

AGREEMENT AMENDMENT FOR REHAB CONTRACTOR SERVICES WITH TROVER CONSTRUCTION PROJECT MANAGEMENT LLC
(Agreement No. 3535-1)

This Amendment, dated March 17, 2026, is to the Agreement No. 3535 for Rehabilitation Contractor Services between the City of Oroville ("City") and Trover Construction Project Management LLC ("Consultant").

In consideration of the terms and conditions herein, the City and Trover Construction Project Management LLC agree that the Agreement shall be amended as follows:

SECTION 3 IS REPLACED WITH THE FOLLOWING:

3. Compensation. Contract will be increased by $25,000. In no event shall Consultant's compensation exceed the amount of $75,000 (original agreement $50,000 + $25,000) for the period of this agreement without additional written authorization from the City.

Conflicts between this Amended Agreement and the Agreement shall be controlled by this Amendment. All other provisions within the Agreement not modified by this Amendment 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

By: _____
David Pittman, Mayor

Trover Construction Project Management LLC

By: _____

Title: Independent Contractor
Business License #: 1081347

APPROVED AS TO FORM:

By: _____
David Ritchie, City Attorney

ATTEST:

By: _____
Kayla Reaster, Assistant City Clerk

Attachments:
Exhibit A—Agreement 3535

AGREEMENT FOR REHAB CONTRACTOR SERVICES
Agreement No. 3535

This Agreement is made and entered into as of February 18, 2025, 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. As well as inspection services for the First Time Home Buyers Program.
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, 2026.

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.

   First Time Home Buyer fees will be a flat rate of $750.

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 he 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

By: _____
David Pittman, Mayor

Trover Construction Project Management LLC

By: _____

Title: Independent Contractor
Business License #: 1081347

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

ATTEST:

By: _____
Kayla Reaster, Assistant City Clerk

Attachments:

Exhibit A -- Insurance Requirements

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

RE: **EXTENSION FOR COMPLETION OF THE MURAL PROJECT AT 1447 HUNTOON STREET OF AN ADDITIONAL FOUR MONTHS TO JULY 20, 2026**

DATE: **MARCH 17, 2026**

SUMMARY

The City Council previously approved funding from the Art in Public Spaces Development Impact Fund for the installation of a mural at 1447 Huntoon Street. Due to scheduling and project coordination considerations, the applicant has requested additional time to complete the mural. The City Council shall consider approving a time extension to allow the project to move forward and ensure successful completion.

DISCUSSION

The City Council previously approved a mural project at 1447 Huntoon Street, located within the Downtown Historic Overlay District. The project was approved following review by the Oroville Arts Commission and the Historic Advisory Committee. The mural is intended to celebrate the wildflower blooms that draw visitors to the Oroville region each year and will contribute to the continuing tradition of public art in downtown Oroville.

Since approval of the project, the applicant and artist have encountered scheduling constraints related to project coordination, artist availability, and preparation of the building surface. These factors have delayed the original anticipated timeline for completion.

The applicant has requested an extension of time to allow the mural project to proceed under the previously approved concept and funding allocation. Granting the extension will allow the project to be completed as intended while maintaining the City's investment in public art and downtown beautification.

Staff does not recommend altering the approved project scope or funding amount. The requested action is limited to providing an additional four-month period for the project with a new completion date of July 20, 2026.

FISCAL IMPACT

There is no additional fiscal impact associated with the requested extension. Funding in the amount of $14,100 has already been approved from the Art in Public Spaces Development Impact Fund.

ACTION REQUESTED -

APPROVE AN EXTENSION OF TIME FOR THE MURAL PROJECT AT 1447 HUNTOON STREET FOR A FOUR-MONTH PERIOD WITH A COMPLETION DATE OF JULY 20, 2026.

ATTACHMENTS

1. Amendment to Original Agreement (Agreement No. 3540-1)
2. Original Agreement No. 3540
3. Planning Commission/Historic Advisory Staff Report
4. Proposal to the Art Commission

AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND JEDREK SPEER MURALIS DBA SEIZER ONE DESIGNS

(Agreement No. 3540-1)

This Amendment, dated March 17, 2026, is to the Employment Agreement ("Agreement") #3464 between the City of Oroville ("City") and Jedrek Speer Muralis DBA Seizer One Designs (Contractor).

In consideration of the terms and conditions herein, the City and Contractor agree that the Agreement shall be amended as follows:

1. SECTION 1 of Agreement No. 3540:

Section 1.04(a) Time of Commencement and Completion:

Contractor shall satisfactorily complete the work no later than June 20, 2026.

Conflicts between this Amended Agreement and the Agreement shall be controlled by this Amendment. All other provisions within the Agreement not modified by this Amendment 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

David Pittman, Mayor

Jedrek Speer, Contractor

APPROVED AS TO FORM:

David Ritchie, Assistant City Attorney

Docusign Envelope ID: 1D477DD5-E322-4D17-8CC6-79E1711C4C65

GRANT AGREEMENT

(OROVILLE Arts Beautification Agreement No. 3540)

This Agreement for art project ('Agreement") is made and entered into the 1st day of April 2025, by and between City of Oroville, 1735 Montgomery Street, Oroville, California and Jedrek Speer Muralis DBA Seizer One Designs ("Contractor"), 1040 Holben Ave, Chico, California 95926.

1.00. **General Provisions**

1.01. Purpose of Agreement. City or Property Owner owns land and the building(s) commonly known as 1447 Huntoon St. is providing funds from the City's Art in Public Places/Oroville Beautification Fund for the cost associated with projects that result in the creation purchase, installation, security or maintenance of art in public spaces.

1.02. Agreement Price. Contractor shall be paid the amount of Fourteen Thousand One Hundred Dollars and Zero cents ($14,100) ("Agreement Price") for the performance of the work required by the Agreement. The Agreement Price is based on a sealed proposal made by the contractor dated January 10th, 2025, and accepted by City/Arts Commission on January 14th, 2025, "Contractor Bid" attached hereto as Exhibit "A").

1.03. Statement of Work. Contractor shall furnish all labor, material, supplies, machinery, equipment, permits and services and shall perform and complete in a satisfactory and workmanlike manner the artwork on the Property as described in the Agreement Documents.

1.04. Time of Commencement and Completion.

(a) Contractor shall commence the project no later than December 1st, 2025, and shall satisfactorily complete the work no later than March 22, 2026.

(b) In making the agreement to complete the work no later than March 22, 2026, Contractor has taken into consideration and made allowance for ordinary delays and hindrances incidental to such work, whether growing out of delays of common carriers, delays in securing materials or workers, changes omissions, alterations, or otherwise.

(c) Excusable delays shall consist of: fire, unavoidable casualties, unusual delays in transportation, national emergency, extraordinary weather conditions, labor and material shortages which are beyond the reasonable control of Contractor, or by any other cause beyond the reasonable control of

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Contractor; provided that Contractor shall notify the City/Arts Commission in writing no later than one (1) day after the initial occurrence of any excusable cause of delay.

(d) If the Contractor is unable to complete any portion of the work due to excusable delay, the completion date shall be extended by the number of days of the excusable delay.

(e) Time is of the essence of this Agreement.

1.05. Agreement Documents. This Agreement shall consist of the general terms, conditions and references contained herein and the following documents:

- Contractor's Proposal (work Write-up): Attached as Exhibit "**A**"
- Property Owner Installation & Maintenance Agreement: Attached as Exhibit "**B**"
- Ordinance No. 1798 Public Art/Oroville Beautification: Attached as Exhibit "**C**"

1.06. Method of Payment. The City of Oroville will provide reimbursement for costs of an approved Grant Agreement as stipulated.

(a) All payments are paid on a reimbursable basis. Contractors will submit an invoice with appropriate proof of payment (canceled checks, etc.) The Fund Administrator will verify submittals. Once funds are received by the Fund Administrator the Contractor will be issued a check.

1.07. Accounting Requirements. The Contractor must maintain an accounting system that:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, timecards, canceled checks, etc.
- Provides accounting data so the total cost of each individual project can be readily determined.

1.08. Records Retention

Project records must be retained for a period of three (3) years after final payment is made by the Fund Administrator. All project records must be retained by the contractor for at least one (1) year following an audit. Contractors are required to keep source documents for all expenditures related to each grant for at least three (3) years following project completion and one (1) year following an audit. A Project

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is considered complete upon receipt of final grant payment from the Fund Administrator.

1.09. Changes: No changes, additions, or deletions to the specifications for the work to be completed under this Agreement shall be made without the prior written consent of City/Arts Commission.

1.10. Indemnification. Contractor expressly agrees to defend, indemnify and hold harmless City/Arts Commission from any and all claims, suits, damages and actions of any kind or description resulting from any act or omission of Contractor (or any agent, employee, or servant thereof) in performance of the Agreement, except where caused by the active negligence or willful misconduct of the City/Arts Commission. Contractor waives any and all right to any type of express or implied indemnity against the City/Arts Commission and its officers and employees.

1.11. Conflict of Interest. Contractor states that no present or former member or officer of the City/Arts Commission staff, and no employee of the City who formulates policy or influences decisions with respect to the Art in Public Places/Oroville Beautification program, had or will have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or in any proceeds or benefits arising from this Agreement.

1.12. Site Visits. The Fund Administrator, or designee, will make periodic visits to the Project site, including a final inspection of the site. The Fund Administrator, or designee, will determine if the work is consistent with the approved Public Art Beautification Project Scope and ensure compliance with signage requirements that identify the project as a Public Art/Beautification Grant.

1.13. Termination.

(a) City/Arts Commission may terminate this Agreement at any time by a notice in writing to contractor. Such Termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims. Upon receipt of such notice, Contractor shall, unless the notice directs for materials facilities, and supplies in connection with the performance of this Agreement.

(b) Upon termination of the Agreement City/Arts Commission will reimburse Contractor for any expenses incurred prior to the notice of termination. Upon termination of the Agreement for its breach by Contractor, the Agreement Price shall be reduced by the amount of any and all claims which City/Arts Commission may have against the Contractor for damages incurred by the City/Arts Commission as a result of the breach, including the cost to City to have the work remaining under the Agreement completed by another

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Contractor. Such damage shall also include any reasonable attorney's fees and other costs incurred by City/Arts Commission in effecting the termination of the work. Any Agreement funds remaining, including amount retained from progress payments, or other amount otherwise earned by the Contractor but not yet paid by the City on the date of the termination, may be applied by City/Arts Commission to the damages which were incurred as a result of the Contractor's breach. The balance remaining, if any, payable to the contractor. If Agreement funds as indicated above are insufficient the Contractor shall be liable for any unpaid balance.

1.14. Written Notice. Written notice shall be deemed to have been duly served if delivered in person or sent by registered or certified mail to:

(a) Contractor at the following address:
Jedrek Speer Muralis DBA Seizer One Designs
1040 Holben Ave
Chico, Ca 95926

(b) The City at the following address:
City of Oroville
1735 Montgomery St
Oroville, Ca 95965

2.00. **CONTRACTOR'S GENERAL OBLIGATIONS**.

Contractor shall provide the following:

2.01. Insurance: Prior to commencing any construction, furnish certificates of insurance to City/Arts Commission evidencing insurance coverage as shown in Exhibit "B"

2.02. Bond: Prior to Commencing any construction, Contractor must furnish a payment bond to City/Arts Commission for one hundred percent (100%) of the work under this Agreement in a form acceptable to the City Attorney.

2.03. Permits and Taxes: Obtain all permits and licenses and pay all fees, taxes and other charges (with the exception of permit fees that will be paid for by the RDA) necessary for the completion and execution of the work to be performed.

2.04. Government Requirements: Perform all work in conformity with applicable state, federal and local laws and regulation and local building codes whether or not covered by the Agreement Documents.

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2.05. Maintenance of the Property:

(a) At all times keep the Property free from accumulation of waste material or rubbish caused by Contractor's operation. At the completion of the work, remove all construction activity related waste materials, rubbish, tools, construction equipment, and machinery and leave Property in a neat and clean condition.

(b) Protect City's property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the agreement.

(c) Replace glass damaged or broken by Contractor's operation. Upon replacement, remove all labels and wash and polish glass on both sides.

2.06. Loss of Funding. The following are examples of actions (some or all may apply) that may result in the Contractor's loss of funding.

- Contractor fails to sign the Grant Contract within the thirty-day time period as specified in the Grant Contract.
- Contractor withdraws from the grant program.
- Contractor fails to complete the funded Project within the agreed upon time frame.
- Contractor fails to submit all documentation within the agreed upon time frame.
- Contractor fails to submit all documentation within the time periods specified in the Grant Agreement.
- Contractor is unable to acquire any required permits.
- Contractor changes Project Scope without prior approval from the Arts Commission.

If the loss of funding occurs the Contractor must return any advanced funds, plus accrued interest (at the current saving rate offered by banks) to the City of Oroville.

3.00. **GENERAL OBLIGATIONS.**

3.01. There shall be no changes, additions, or deletions to this Agreement or the Agreement Documents without prior written approval of the Contractor and

Docusign Envelope ID: 1D477DD5-E322-4D17-8CC6-79E1711C4C65

City/Arts Commission. Any change orders must be signed by the Contractor and the City/Arts Commission.

3.02. City/Arts Commission shall cooperate with the Contractor to facilitate the performance of work.

4.00. **ACCEPTANCE/PROJECT CLOSEOUT**

4.01. Joint Inspection: Upon receipt of written notice from Contractor that the work is ready for final inspection and acceptance, Contractor and representatives of the City/Arts Commission shall meet at the Property. If deficiencies are noted, Contractor shall be responsible for correcting the items identified prior to filing a Notice of Completion or receiving final payment.

4.02. Notice of Completion: When the work has been completed in conformity with the Agreement Documents and any Change Orders, and deficiencies have been corrected to the satisfaction of the City/Arts Commission, the City/Arts Commission shall accept the work by signing a Notice of Completion. This Notice of Completion shall be recorded by the City/Arts Commission in the office of the county recorder of the county in which the Property is located.

4.03. Final Payment:

(a) When the Contractor submits notice to the City/Arts Commission that the work is ready for final inspection, Contractor shall also submit a request for final payment containing all the information required by Section 1.06 (c) of this Agreement.

5.00. **DISPUTE RESOLUTION**

Any dispute which arises under this Agreement, and which remains unresolved for fifteen (15) working days after the City/Arts Commission has been informed in writing of the dispute by either party, shall be subject to Public Contract Coded Section 20104 et seq.

6.00. **MISCELLANEOUS PROVISIONS**

6.01. Entire Agreement: The Agreement Documents contain the entire agreement between the parties. No variation, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a written document duly executed by or on behalf of such party.

6.02. Waiver: No consent or waiver, express or implied, by either party to or of any breach or default by the other shall be deemed default. Failure on the part of either party to

Docusign Envelope ID: 1D477DD5-E322-4D17-8CC6-79E1711C4C65

complain of any act of the other party or to declare the other party in default shall not constitute a waiver by such party of its rights hereunder.

6.03. Governing Law: This Agreement and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.

6.04. Royalites:

(a) Contractor retains all statutory and common law authorship rights pursuant to the United States Copyright Act (17 United states Code (U.S.C), relevant California intellectual property and civil laws, and all other rights in and to the Work except ownership and possession which shall be transferred to Oroville Downtown Business Association upon Contractor's completion of the Work and except as such rights a limited by this paragraph. Upon acceptance of the Work by Oroville Downtown Business Association, Contractor grants to Oroville Downtown Business Association, City and their assignees an irrevocable right and license to make two-dimensional reproductions of the Work for both commercial and non-commercial purposes including, but not limited to : (i) use in advertising, brochures, media publicity and catalogs or other similar publications; (ii) use in promotional materials; and (iii) reproductions for use in non-profit, Oroville Downtown Business Association or City fundraising activities.

(b) The Contractor acknowledges that the Work is a work for hire as defined in 17 U.S.C. §101 and the California Civil Code §987(b) (2,7) that the Oroville Downtown Business Association and the City are using for commercial advertising, educational purposes, and promotional purposes.

(c) The Oroville Downtown Business Association and the City will use reasonable efforts to maintain the Work on the Site, but the parties acknowledge that the Work may be subject to vandalism, graffiti tagging, fading, wear and other damage that may result in the Oroville Downtown Business Association needing to remove the Work.

Docusign Envelope ID: 1D477DD5-E322-4D17-8CC6-79E1711C4C65

IN WITNESS WHEREOF, the City/Arts Commission and Contractor have executed this Agreement.

MURAL ON HUNTOON

By: Signed by: Jedrek Speer 8FAD0FA8A6B8484... Date: 11/6/2025

Jedrek Speer, Contractor

OROVILLE ARTS COMMISSION

By: DocuSigned by: David Tamori 9D47B7F8E812490... Date: 11/4/2025

David Tamori, Chairperson

OROVILLE CITY COUNCIL

By: Signed by: David Pittman 191FDE38569B40C... Date: 11/4/2025

David Pittman, Mayor

City of Oroville

Patrick Piatt
Director

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

HISTORIC ADVISORY STAFF REPORT **Thursday, February 27, 2025**

RE: Approval of a mural in the downtown historic overlay zone.

SUMMARY: The Art Commission has approved a public art project at 1447 Huntoon Street, funded by the Public Art Development Impact Fee Fund. Because the project is located in the Downtown Historic Overlay District, it must first gain approval from the Historic Advisory Committee before being presented to City Council for funding.

RECOMMENDATION: Staff recommends the following actions:

1. **Approve a mural to be painted at 1447 Huntoon Street.**

APPLICANTS:	Erin Lackey
LOCATION: 1447 Huntoon Street Oroville, CA 95965	**Located within the Downtown Historic Overlay**

ENVIRONMENTAL DETERMINATION: Categorically Exempt from CEQA as an Existing Facility per Section 15301 of the California Code of Regulations.

REPORT PREPARED BY:	**REVIEWED BY:**
Noelle Snow, Senior Administrative Assistant Community Development Department	Patrick Piatt, Director Community Development Director

PROJECT DESCRIPTION:

A mural to be painted on the exterior of a building located at 1447 Huntoon Street, honoring the wildflowers that bring tourists to the region annually during the blooming period.

DISCUSSION:

Erin Lackey, owner of the building at 1447 Huntoon Street, has requested funding from the Art Commission for a mural (see Attachment 1) to be painted on the front of her building. The mural will honor the wildflowers that attract thousands of tourists to the region each year, and the proposed artist is Jadrek Speer, who has previously painted murals in downtown Oroville.

Downtown Oroville has a well-established tradition of murals that celebrate the city's history. The requested mural is intended to continue that tradition by depicting an event that continues to draw visitors to the area.

The standard process for approval of public art funded through the Public Art Development Impact Fees Fund involves presenting a request to City Council after the Art Commission has approved the project. If the artwork is located within the Downtown Historic Overlay District, it must also be presented to the Historic Advisory Committee.

Environmental Determination: The Class 01 "Existing Facilities" Categorical Exemption (15301) exempts development utilizing existing construction from CEQA review provided that the development involves negligible or no expansion of the existing structure.

FISCAL IMPACT

$14,100 to be paid from the Art in Public Spaces Development Impact Fund.

Attachments:

1. Proposal for Public Art

JAN 10 2025
By

Oroville Arts Commission

FOR INTERNAL USE ONLY	
DATE RECEIVED:	1-10-2024 @ 11:07
RECEIVED BY:	Noelle

APPENDIX C:

PROJECT APPLICATION FORM

Oroville Arts Commission
2024 Project Application Form
ART IN PUBLIC PLACES/OROVILLE BEAUTIFICATION

Estimated Project Cost: $ *$14,100*

NOTE: Please complete all requested information. If the question is not applicable to your request, enter N/A. If additional space is required, please attach additional pages using the format at the end of this application.

A. Applicant Information

1. Name of Applicant and Associated Entity (if any) Legal status

Jedrek Speer (Seizer One) - Mural Artist

2. Contact Information

a. Mailing address:

1040 Holben Ave. Chico, CA 95926

b. Telephone, Voice Mail, E-mail Contact Information

323-401-3713, jedrekspeer@gmail.com

APPLICANT ACKNOWLEDGEMENT AND SIGNATURE

Jedrek Speer **01/09/25**

Authorized Signature **Date**

Jedrek Speer

Name and Title (Please type or print)

B. Description of Project

(Briefly summarize the proposed art/beautification and the project benefit if the grant is approved)

Project Location: *1447 Huntoon St. Oroville, CA 95965*

Erin Lackey would like to utilize the artistic talents of mural artist Jedrek Speer of @Seizer_One for a mural on the building-front and upper-side of the building of 1447 Huntoon St. highlighting the native wildflowers in and around Butte County.

Jedrek Speer is known for his art pieces around Butte County such as the "LOVE" mural in Chico, the "ROARS" mural at Nelson Ave. School and the most recent "Thunderbird" interactive mural at Sierra Ave. Elementary School.

The mural proposed will be inspired by colorful native wildflowers found in Butte County painted large on the building with a possible interactive portion that includes a small butterfly that will give the illusion of the participant holding the butterfly in their hand (to be determined).

The artwork will be visible as visitors and community members enter Historic Downtown Oroville by way of Huntoon St. (one-way street) and travel north towards Montgomery st.

By having a colorful mural highlights the natural beauty in Butte County and specifically in Oroville, this will add to the draw to Historic Downtown Oroville, will help elevate one of the major natural phenomenons in Butte County during the highlights of spring, The Wildflower Festival. This mural will also bring awareness to the value of high-quality mural art and importance of local artists in the greater Oroville community.

C. Cost Estimate / Timeline

(Provide a cost breakdown of the project. If the project will be completed in phases, please break down the cost by phase; including a final estimate of time and cost. Expand on what each phase will entail.

(Please consider site preparation in timeline and cost breakdown.)

Phase	Description	Estimated Completion Date	Phase Cost
Phase 1:	*Finalize Artwork design*	*7 days*	*(20% deposit to complete design mock-up) - $2,820**
Phase 2:	*Building Prep for mural: pressure-wash & base coat of building front and upper side.*	*2 days*	*$500*
Phase 3:	*Building front paint, large California wildflowers + sealing*	*3 days (Fri, Sat, Sun)*	*$20/sq ft x 340 sq ft = $6800***
Phase 4:	*Building upper portion, large California wildflowers + sealing*	*3 days (Fri, Sat, Sun)*	*$20/sq ft x 340 sq ft = $6800***
Phase 5:	*Enjoy!*		*Total Estimated Cost: $14,100*

** Deposit must be paid before work begins - Erin Lackey is willing to pay deposit and get reimbursed by Arts Commission.*
***This is an estimated total and includes all materials as well as a painting shield to protect the artwork.*

D. Drawings / Renderings of proposed project

(Please draw to scale. Attach if necessary)

please see attached images + mock-ups

F. Consistency with Arts Commission Goals: (*if not applicable to your request enter N/A)*

Please indicate whether the request is consistent with any of the following Arts Commission Goals. **(Please mark all that apply)**

X	Provides opportunities for the artistic and cultural development of citizens of Oroville.
X	Facilitate the education of all citizens in the development of their creative skills and an appreciation for the arts
X	Support the development of artists and the access and exposure to the community.
X	Consider integrating artists and other design professionals into the planning, design, building, and development of Oroville in order to achieve the highest standards of design for the city.
X	Support diversity in the arts
X	Support a program of "Art in Public Places" as an important component in the revitalization into a thriving, pedestrian friendly downtown.
X	Promote and support the development of long-term fiscal strategies to assist local arts organizations in maintaining their stature and contribution to the quality.

G. PROJECT SELECTION CRITERIA

1) Conceptual compatibility of the design with the immediate environment of the site;
2) Appropriateness of the design to the function of the site;
3) Compatibility of the design and location within a unified design character or historical character of the site;
4) Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work of art;
5) Preservation and integration of natural features with the project;
6) Appropriateness of the materials, textures, colors, and design to the expression of the design concept;
7) Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design, and media throughout the community that will be representative of the eclectic tastes of the community.

H. Ownership & Maintenance of Art

(To be completed by property owner)

Title to all public art required by and installed pursuant to this section of Per CITY Code §17.08.135(G) on private property shall be vested in the owner and pass to the successive owners of the development project. Each successive owner shall be responsible for the custody, protection and maintenance of such works of art. Public art installed on public property is owned by the City of Oroville and maintenance, removal or protection is the responsibility of the City.

For any works of art installed on private property, the owner(s) of the property shall be required to enter into a written agreement for the maintenance of the artwork. The agreement shall be in a form approved by the City Attorney and Zoning Administrator and suitable for recordation with the Butte County recorder. The agreement shall be binding upon the property owner(s) and any successors in interest. (example agreement attached as Appendix F)

I hereby authorize *Jedrek Speer*, applicant of the Oroville Arts & Downtown Beautification Program, to create and install a piece of art upon award and acceptance of the Oroville Arts & Downtown Beautification Program grant funding. I further agree, as the property owner, to be responsible for the custody, protection and maintenance of such works of art for the period of time agreed upon between myself and the Arts Commission.

1447 Huntoon St. Oroville, CA 95965
Address of proposed art project

Property Owners, Signature

1/5/2025
Date

Erin Lackey, Jaymes Lackey
Property Owners, Print Name



1447 Huntoon St. FRONT



1447 Huntoon St. upper side (highlighted area)

Example of artist's previous works:









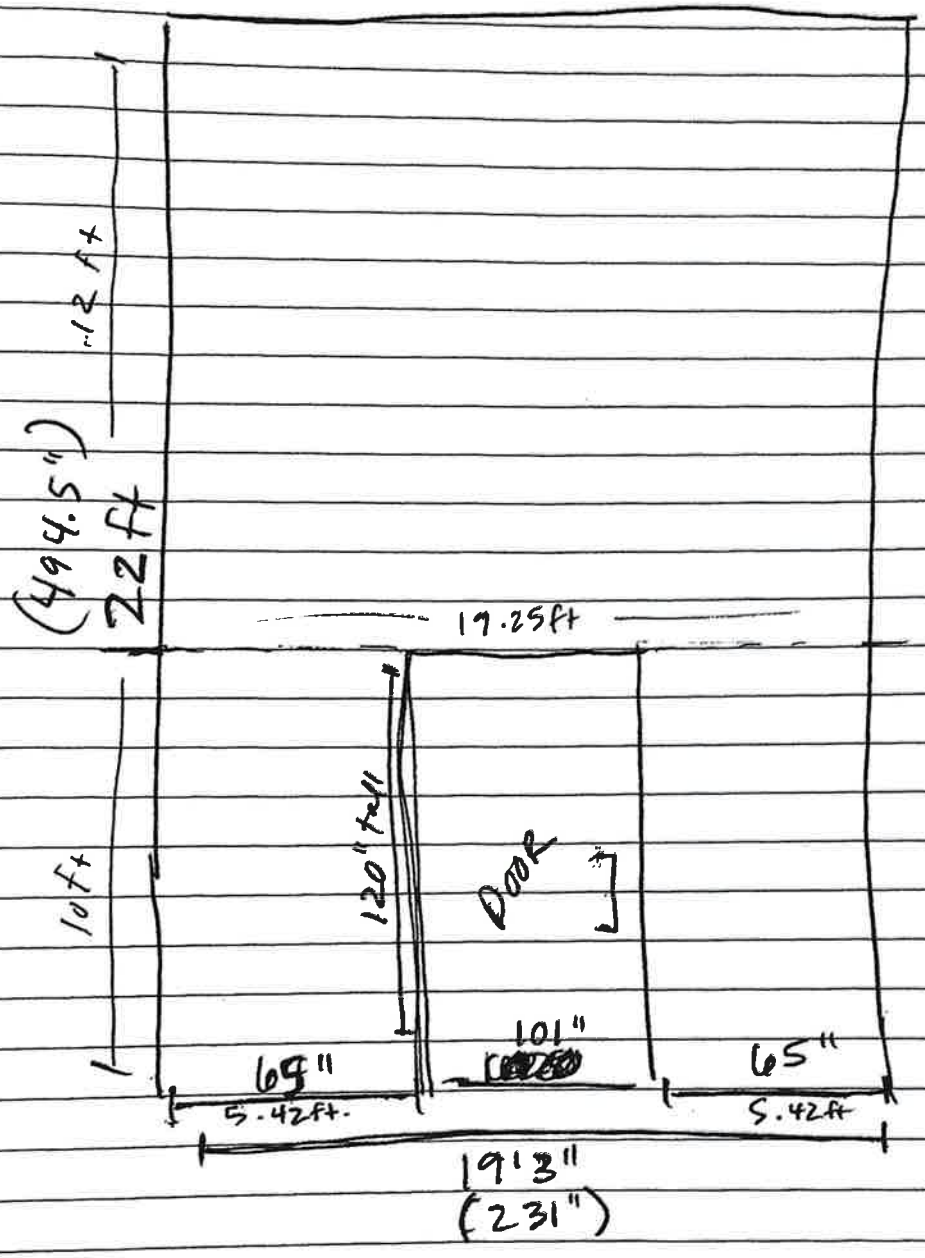
Inspiration for Wildflower Mural Art on 1447 Huntoon St.





Proposed Mural at 1447 Huntoon Street





10 x 5.42 = 54.2
10 x 5.42 = 54.2
12 x 19.25 = 231
339.4 sq ft.

SEND COMPLETED APPLICATIONS BY
4:00 PM JANUARY 10, 2025
TO:

City of Oroville
Arts Commission
1735 Montgomery Street
Oroville, Ca 95965

FAXED COPIES WILL **NOT BE ACCEPTED**

City of Oroville USE ONLY

Date Received: _____

How Received: _____

Has the applicant provided all information requested in the Preliminary Application?

____Yes ____No

Notes:

Record of follow-up:

Date: _____
Issue: Discussed: _____

Date: _____
Issue: Discussed: _____

COPY THIS PAGE TO INSERT ADDITIONAL INFORMATION THAT IS EXPANDED BEYOND THE SPACE PROVIDED.

HEADING: _____

Additional information from page # _____

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

March 03, 2026
REGULAR MEETING
MINUTES

CALL TO ORDER / ROLL CALL

Council Members: Chuck Reynolds **(arrived at 3:34PM)**, Scott Thomson, Tracy Johnstone, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The City Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – One case.

2. The City Council met with the City Administrator and City Attorney for Conference With Real Property Negotiator pursuant to Gov. Code § 54956.8
   Property: Assessor's Parcel Numbers: 030-360-092, 030-110-029.
   Agency Negotiator: Brian Ring, City Administrator
   Negotiating Parties: Premier Enterprise, Inc.
   Under Negotiation: Price and terms of payment relating to infrastructure financing and development obligations associated with approval and development of the property.

OPEN SESSION

1. Announcement from Closed Session – No reportable action taken; direction given to staff.

2. Pledge of Allegiance – led by students from Ophir Elementary School.

3. Corrections/Changes to the Agenda – None.

4. Recusals – Item(s) 3 and 15: Vice Mayor Smith recused. Item 8: Council Member Johnstone recused.

5. Adoption of Agenda

Motioned by: Council Member Goodson **Seconded by: Vice Mayor Smith**

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

NOES: **None**

ABSTAINED: **None**

ABSENT: **None**

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: The CameraMan, Loni Lind, Rhonda Magnusson, Shane Gower.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

   Council Member Webber: The Oroville Community Development Coalition (OCDC) participated in a tour of the Hall of Records located on Nelson Avenue with the elected Clerk Recorder Keaton Denlay. The complexities of running an election were discussed. He reminded the public of the next OCDC meeting taking place on Monday, March 9, 2026. At that meeting they will hear from Mike Weber, Mike Walcott, and Kyra Gottsman from the local newspaper. They will hear why local journalism and the newspaper are important.

   Mayor Pittman: Attended a Butte County Association of Government (BCAG) meeting. At that meeting it was discussed there is a transit study to be done between the area of Chico and Oroville. Communications will come from BCAG soon asking for community input.

2. Administration Reports

   Patrick Piatt, Director of Community Development: Developer notices are circulating in the community that are fraudulent. Staff are telling those who reach out about these notices not to pay and refer them to the Police Department to file a report.

   Tim Kaber, Director of Public Works: Hewitt Park Environmental Health inspection has been done for the new splash pad at Hewitt Park. Notified an item will come forward on April 7th regarding a Corporation Yard update. The asphalt work on the Montgomery Roundabout project will be launched in April. Lastly, the Hwy 162 project has been awarded to Tiger Construction by CalTrans.

   Ron Belser, Director of Code Enforcement: On December 25, 2025 the City received a DOJ Tobacco grant. Today, inspections were initiated. May bad substances were being sold in City limits. Businesses are being cited. The DOJ and ATF will be in the City to conduct their own inspections next month.

   Kayla Reaster, Assistant City Clerk: Reminded the Council that Form 700s are due to the FPPC by April 1, 2026. Announced that the nomination period for the Sam Norris Award is opened and will close on April 3rd at 12PM.

   Brian Ring, City Administrator: Provided an update on fluoride in our CalWater supply. The CPUC unanimously approved the removal of the fluoride in our drinking water. Earmark funding deadline is Friday. The two projects that our lobbyists are seeking funding for include the South Oroville and Burlington drainage project, and the sidewalk gap fill from Hwy 162 to City limits.

CONSENT CALENDAR

Consent calendar **items 1,2,5-7** were adopted in one action by the Council. Items 3 and 4 were removed and discussed and voted on immediately after adoption of consent calendar items.

Items 1,2,5-7 were approved by the following vote:

Motioned by: Council Member Goodson Seconded by: Council Member Johnstone

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

NOES: **None**

ABSTAINED: **None**

ABSENT: **None**

1. RESOLUTION HONORING CITY OF OROVILLE EMPLOYEES IN RECOGNITION OF EMPLOYEE APPRECIATION DAY

The City Council adopted Resolution No. 9444 - A Resolution Honoring City of Oroville Employees in Recognition of Employee Appreciation Day on March 6, 2026 and authorized the Mayor to sign.

2. PROCLAMATION RECOGNIZING ARBOR DAY IN THE CITY OF OROVILLE

The City Council adopted Resolution No. 9445 – A Resolution Recognizing Arbor Day (April 24, 2026) In The City Of Oroville, Encouraging Community Participation In Tree Planting And Preservation Efforts, and authorized the Mayor to sign.

3. RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PUBLIC ENTITY AGREEMENT WITH DEPARTMENT OF WATER RESOURCES FOR PROVIDING ADVANCE FUNDING FROM FURTHER SUPPLEMENTAL BENEFITS FUND DISBURSEMENTS

This item was removed from the Consent Calendar for discussion and voting.

The City Council adopted Resolution No. 9446 authorizing the Mayor to enter into a Public Entity Agreement with the Department of Water Resources for providing advance funding from future Supplemental Benefits Fund disbursements, and authorized the Mayor to sign by the following vote:

Motioned by: Council Member Goodson Seconded by: Vice Mayor Smith

AYES: **Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Mayor Pittman**

NOES: **None**

RECUSED: **Vice Mayor Smith**

ABSENT: **None**

4. LETTER IN SUPPORT OF ASSEMBLY BILL 1708 – HOMELESS, HOUSING, ASSISTANCE AND PREVENTION PROGRAM: ROUND 7

This item was removed from the Consent Calendar for discussion and voting.

The City Council approved a letter of support for Assembly Bill 1708, which would allow smaller cities (those under 300,000 in population) to compete for Homeless, Housing, Assistance and Prevention Program (HHAP) funding and authorized the Mayor to sign by the following vote:

Motioned by: Council Member Goodson **Seconded by: Vice Mayor Smith**

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

NOES: **None**

ABSTAINED: **None**

ABSENT: **None**

5. UPDATED JOB DESCRIPTION FOR LEAD PUBLIC WORKS OPERATOR AND NEW LEAD PARK MAINTENANCE TECHNICIAN JOB DESCRIPTION

The City Council adopted an updated job description for Lead Public Works Operator and a newly created Lead Park Maintenance Technician job description.

6. A RESOLUTION OF THE OROVILLE CITY COUNCIL ACKNOWLEDGING THE PROJECT COMPLETION OF LINCOLN STREET FAMILY APARTMENTS AND TO CLOSEOUT COMMUNITY DEVELOPPMENT BLOCK GRANT, 21-DRMHP-21003-NTP1

The City Council adopted Resolution No. 9447 acknowledging the project completion of Lincoln Street Family Apartments (Lincoln Village) and to close out grant agreement 21-CDNHP-21003-NTP1.

7. APPROVAL OF THE 02.17.2026 CITY COUNCIL REGULAR MEETING MINUTES

The City Council approved the drafted 02.17.2026 City Council Regular meeting minutes.

REGULAR BUSINESS

8. FISCAL IMPACT ANALYSIS FOR RESIDENTIAL PROJECTS

The City Council received and filed the fiscal impact analysis prepared by Willdan Financial Services for the Ruddy Creek, Calle Vista, Linkside Phase 2, and Feather Ranch Residential Projects; and provided direction to staff to work with Willdan Financial Services to proceed with the formation of a Community Facilities District to fund developer's underground infrastructure.

9. ANNUAL EASTER EGG HUNT – FEE WAIVER REQUEST

The City Council approved the request of a waiver of park rental fees in the amount of $53.00 for the Annual Easter Egg Hunt to be held at Rotary Park on April 4, 2026 by the following vote:

Motioned by: Council Member Webber Seconded by: Council Member Johnstone

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

NOES: None

ABSTAINED: None

ABSENT: None

10. UPDATED HEWITT PARK OPERATIONS, RULES, AND RENTAL FEES

The City Council approved the recommended operations, rules, and rental fees for Hewitt Park by the following vote:

Motioned by: Council Member Webber Seconded by: Council Member Johnstone

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

NOES: None

ABSTAINED: None

ABSENT: None

11. NOVEMBER 3, 2026 GENERAL ELECTION POTENTIAL BALLOT MEASURES

The City Council directed staff to proceed with placing two measures on the November 3, 2026 General Election ballot regarding proposed amendments to the City Charter.

12. PARTNERSHIP WITH THE OROVILLE UNION HIGH SCHOOL DISTRICT TO PAINT GEORGIA-PACIFIC TRAIN LOCATED AT HEWITT PARK

At the request of Council Member Webber and Vice Mayor Smith, the City Council provided direction to staff in regard to an agreement with the Oroville Union High School District for the painting of the train at Hewitt Park. They directed staff to avoid using the verbiage “student” or mentioning the name of the school district in an agreement and instead open it to all volunteers in the community who may want to offer their help.

13. FIRE STATION KITCHEN AND FLOOR REMODEL

The City Council approved an additional $15,528.55 in appropriations for a minor/focused remodel at the Oroville Fire Station to address worn and outdated kitchen and flooring materials. The project will replace original cabinets from the 1980s, upgrade kitchen countertops, and remove existing laminate flooring installed around 2011 that is now heavily worn. Staff initially requested $60,000 for this project in the current fiscal year budget; however, the project quote was received at $75,528.55. The additional appropriations were approved by the following vote:

Motioned by: Council Member Goodson Seconded by: Council Member Johnstone

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

NOES: None

ABSTAINED: None

ABSENT: None

14. APPROVAL OF BUDGET INCREASE FOR CONTRACT NUMBER 240150 FOR ADDENDUM NO. 1 TO TASK ORDER NO. 3 – ELGIN FT. WAYNE DRAINAGE STUDY, AMERICAN ENGINEERING

The City Council approved a budget increase for Addendum No. 1 to Task Order No. 3 with American Engineering (formerly known as W. Gilbert Engineering) for the Elgin Ft. Wayne Drainage Study. The amount of this budget increase is $30,650.00 and it was approved by the following vote:

Motioned by: Council Member Johnstone Seconded by: Council Member Goodson

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

NOES: None

ABSTAINED: None

ABSENT: None

15. PURCHASE OF A TABLE FOR 8 AT THE OROVILLE AREA CHAMBER OF COMMERCE ANNUAL DINNER AND AWARDS CEREMONY

The City Council approved the purchase of a table for 8 in the amount of $550.00 for the Oroville Area Chamber of Commerce Annual Dinner and Awards Ceremony by the following vote:

Motioned by: Council Member Webber Seconded by: Council Member Johnstone

AYES: **Council Member(s) Reynolds, Thomson, Johnstone, Goodson, Webber, Mayor Pittman**

NOES: **None**

RECUSED: **Vice Mayor Smith**

ABSENT: **None**

PUBLIC HEARINGS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

None received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items – Council Member Webber: lighting of the parking lot adjacent to Council Chambers. Seconded by Council Member Johnstone

2. Correspondence - None

ADJOURN THE MEETING

The meeting was adjourned at 7:08PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **NORTHSTAR CONTRACT FOR DOWNTOWN STORM DRAIN FEASIBILITY STUDY**

DATE: **MARCH 17, 2026**

SUMMARY

The City Council shall consider directing staff to issue an agreement to NorthStar Engineering for $15,820 for a feasibility study for the downtown storm drain system bounded by Montgomery, Huntoon, Downer, and the levee. This study will specifically investigate options to alleviate flooding at the storm drain under the alley behind 2040 Montgomery Street.

DISCUSSION

The existing storm drain system north of 2040 Montgomery, and south of the Convention Center, consistently floods during high rain events. This flooding poses a significant flooding threat to area businesses and streets. Public Works crews are required to pump storm water from this area several hundred feet to parking lot A in order to allow the water to drain. There is a suspected complete blockage of the storm drainpipe under parking lot A, which has been in place for well over a decade.

Staff requested a proposal from NorthStar Engineering in November of 2025. This would be a stand-alone, sole source contract. NorthStar is uniquely positioned to execute this work due to storm drain design projects in the adjacent area.

FISCAL IMPACT

$15,820 will be allocated from the Storm Drain fund.

ACTION REQUESTED -

APPROVE THE AGREEMENT (A-3581) WITH NORTHSTAR ENGINEERING FOR AN AMOUNT NOT-TO-EXCEED $15,820 FOR A DOWNTOWN STORM DRAIN FEASIBILITY STUDY; AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

1. Agreement with NorthStar (A-3581)
2. Exhibit A – Scope of Services
3. Exhibit B – Price Proposal

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES
(A-3581)

This Agreement is made on this 17th day of _March, 2026, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and NorthStar Engineering, 111 Mission Ranch Blvd, Suite 100, Chico, CA 95926 (hereinafter referred to as the "CONTRACTOR").

RECITALS

A. The CITY proposes to contract for professional services as outlined below;

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

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

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

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

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

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed $15,820.00 for services provided pursuant to this Agreement as described in "Exhibit B." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

5. CONTRACT ADMINISTRATION.
5.1. The CITY's Representative. Unless otherwise designated in writing, Tim Kaber shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

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

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

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

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

6.2. Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. INDEMNIFICATION.
Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without

limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

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

• CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.

• Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.

• The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

• The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

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

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

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial

general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

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

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

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

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

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

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

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

coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

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

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

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

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

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

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

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

9. ASSIGNMENT AND SUBCONTRACTING.

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

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.
The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

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

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

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

11. CONFLICT OF INTEREST.
The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest

or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

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

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

14. OWNERSHIP OF DOCUMENTS.
It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR’s notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

15. INDEPENDENT CONTRACTOR.
The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR’s employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY.

16. NOTICE.
All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party’s representative as provided in this Agreement.

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

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

CONTRACTOR:
NorthStar Engineering
111 Mission Ranch Blvd, Suite 100
Chico, CA 95926
Attention: Mekena Johnson

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 2026.

CONTRACTOR:



Mekena K. Johnson

CITY OF OROVILLE:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott Huber, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Project Understanding

The existing storm drain system in the Montgomery/Hudson area appears to have a damaged or non-functional segment of storm drain line. The City of Oroville seeks to evaluate feasible options for restoring or improving drainage conveyance to the downstream system by either reconstructing the existing system or by redesigning the obstructed portion of the system. This study will identify three (3) technically viable alternatives, provide preliminary exhibits, and develop comparative cost estimates to inform future design decisions.

Consultant agrees to perform the following services:

Task 1: Project Management
NorthStar will provide the following:

- Initial project research, project preparation and in-house coordination.
- General Client correspondence, conference calls and administration support for a two-month duration assuming 1 hour per month.
- If the project goes longer than two months, additional project management time may be needed. If it is needed it will be charged at the actual time needed based on the attached rate sheet followed up by an Additional Work Authorization.

Task 2: Alternative Analysis

- NorthStar will investigate three (3) different solutions for repairing/restoring the storm drain system.
    1. Open Trench Replacement - Reconstruct the existing storm drain using traditional open-cut methods. Evaluate feasibility given existing utilities and surface improvements.
    2. Trenchless Repair Options - Assess methods such as Cured-In-Place Pipe (CIPP), pipe bursting, or slip lining. Discuss constructability, hydraulic impact, and lifespan.
    3. Drainage Reroute with Lift Station Connection - Investigate redirecting stormwater to a new lift station to bypass problematic segments. Assess pumping needs, layout, and approximate system configuration.
- NorthStar will utilize an aerial imagery and previously obtained aerial topographic data and prepare a schematic level layout exhibit for each alternative

Task 3: Construction Estimate

- Develop preliminary construction cost estimates for each alternative.
- Include major bid items (pipe installation, surface restoration, structures, and lift station components if applicable).
- Provide opinion of probable total construction cost

Task 4: Summary Report
NorthStar will Prepare a concise **Feasibility Memorandum** summarizing:

- Existing conditions and issues
- Alternatives considered
- Concept exhibits
- Comparative cost estimates

- Recommended next steps for the design phase

The following are not Included in this scope and estimate:

- Civil design past the schematic phase
- Geotechnical investigation
- Hydraulic modeling
- Environmental investigation
- Boundary and topographic surveying

NORTHSTAR

EXHIBIT "B"
COST PROPOSAL

CONSULTANT FEE: The estimated fee to complete the Scope of Services is: $15,820.00

Task 1: Project Management	$2,355.00
Task 2: Schematic Design	$7,385.00
Task 3: Construction Estimate	$2,355.00
Task 4: Summary Report	$3,725.00

PREPAYMENT: Client agrees to make a prepayment of $ 0 upon execution of this agreement. This prepayment will be applied toward the final costs of your project. Any charges up to this point are due and payable upon receipt of the invoice.

OUTSIDE FEES: Estimated outside costs associated with your project not included in the estimated professional fee(s) above:

Please note: when the Record of Survey map is ready for submittal to the County Surveyor, the Client will be notified so that the deposit payment can be sent to NorthStar, who will submit the deposit with the map. The check shall be made payable to the County of Butte. Client will be notified if further map checking fees are required.

Estimated fees are based upon our experience with previous projects. Situations and requirements vary with each project and the actual cost may be more or less than this estimate. Client will be billed monthly for accrued costs.

NORTHSTAR

EXHIBIT "B"

STANDARD HOURLY RATES

Effective July 1, 2025 through June 30, 2026*

Engineering	**Hourly Rate**
Principal Engineer	$260.00
Senior Managing Engineer	$235.00
Senior Engineer	$210.00
Associate Engineer	$185.00
Assistant Engineer	$160.00
Junior Engineer	$135.00
Senior Technician	$155.00
Associate Technician	$130.00
Assistant Technician/Intern	$105.00
Surveying	
Principal Surveyor	$260.00
Senior Managing Surveyor	$235.00
Senior Surveyor	$210.00
Associate Surveyor	$185.00
Assistant Surveyor	$160.00
Senior Survey Technician	$155.00
Associate Technician	$130.00
Assistant Technician	$105.00
One Person Survey	$200.00
Two-Person Survey Crew	$295.00
Party Chief (Prevailing Wage)	$235.00
Two-Person Survey Crew (Prevailing Wage)	$375.00
One Person with Scanner	$725.00
One Person with Scanner (Prevailing Wage)	$760.00
Planning	**Hourly Rate**
Principal Planner	$190.00
Administrative	**Hourly Rate**
Project Management	$180.00
Administrative	$100.00
Other	**Rate**
Litigation Support – Expert Witness Testimony	$500.00 per hour
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 15%
Subcontractors	Cost + 15%

*Rates typically increase 4-5% per year

CITY OF OROVILLE
STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: PAT PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: DOWNTOWN ZONING REVIEW DISCUSSION

DATE: MARCH 17, 2026

SUMMARY

At the request of Council Member Webber and Mayor Pittman, the City Council will discuss zoning in the downtown district and the relationship between current zoning designations and existing businesses that may now be considered legal non-conforming uses. In some cases, zoning changes adopted after businesses were legally established may have resulted in those businesses becoming legal non-conforming under the current zoning code.

The purpose of this discussion is to consider whether further review of downtown zoning may be appropriate and to receive direction from the City Council regarding potential next steps.

DISCUSSION

Zoning regulations and zoning maps are periodically updated to reflect evolving community priorities, land use patterns, and long-term planning objectives. When these changes occur, some businesses that were originally established as permitted uses may become classified as legal non-conforming uses under current zoning regulations. Legal non-conforming uses are generally allowed to continue operating but may be subject to limitations if the use ceases for a defined period of time.

Questions have been raised regarding how the Mixed-Use Downtown (MXD) zoning designation applies to certain properties that were previously zoned for commercial uses. In some cases, buildings that historically supported commercial activities may now operate under legal non-conforming status if those uses are not permitted under the current zoning designation.

Under the current zoning code, a legal non-conforming use may lose its status if the use is discontinued for more than two years. This provision is intended to encourage

active occupancy of buildings and ensure that land uses gradually transition toward current planning objectives.

The Council discussion may include whether the existing provisions appropriately balance the City's goals of supporting downtown economic activity, maintaining flexibility for property owners, and implementing long-term land use policies for the downtown area.

If the City Council determines that further evaluation is warranted, staff could conduct additional analysis of zoning conditions in the downtown district and report back with potential policy options. Alternatively, the Council may determine that any changes to zoning provisions would be more appropriately considered as part of a broader policy review during the next General Plan Amendment process anticipated in 2027 or 2028. Conducting this review during the General Plan update would allow the issue to be evaluated in the context of broader land use policy while also avoiding duplication of staff effort and potential consultant costs.

FISCAL IMPACT

There is no direct fiscal impact associated with this discussion item. Any work resulting from Council direction would primarily involve staff time. If the Council desires an accelerated or more comprehensive review, the City may consider retaining a planning consultant, which would require additional funding authorization.

ACTION REQUESTED -

1. Direct staff to conduct an initial review of zoning conditions in the downtown district and return to the City Council with additional analysis; or
2. Defer any amendments to the zoning code at this time and evaluate the issue through the next General Plan Amendment process anticipated in 2027 or 2028, when it can be considered as part of a broader review of land use policy and planning consistency.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **HEWITT PARK - GEORGIA-PACIFIC TRAIN PAINTING PROJECT UPDATE**

DATE: **MARCH 17, 2026**

SUMMARY

The City Council shall receive an update regarding potential memorandum of understanding for the painting of the trains at Hewitt Park.

DISCUSSION

At the March 3, 2026 Council meeting, staff were given direction to form a memorandum of understanding (MOU) with a local non-profit, that included the details associated with the painting of the two trains located at Hewitt Park (including all safety protections associated with painting).

Since that meeting, staff have done some preliminary research on this idea, and have come up with the following recommendations for consideration:

- If an MOU was reached with a local non-profit to have volunteers paint the train, staff would recommend that the City retain professionals to mitigate any existing risks that exists in / around the train.
- Alternatively, staff could work on a MOU with a local non-profit to retain individuals who are qualified / trained / certified and insured in working in these types of conditions; to assess what if any mitigation efforts are needed; and perform any painting that can be appropriately done.
- Another alternative would be for the City to retain individuals who were qualified / trained / certified and insured in working in these types of conditions; to assess what if any mitigation efforts are needed; and perform any painting that can be appropriately done.

FISCAL IMPACT

Unknown at this time.

ACTION REQUESTED -

DIRECT STAFF TO WORK ON A MOU WITH A LOCAL NON-PROFIT TO RETAIN INDIVIDUALS WHO ARE QUALIFIED / TRAINED / CERTIFIED AND INSURED IN WORKING IN THESE TYPES OF CONDITIONS; TO ASSESS WHAT IF ANY MITIGATION EFFORTS ARE NEEDED; AND PERFORM ANY PAINTING THAT CAN BE APPROPRIATELY DONE; OR

PROVIDE OTHER DIRECTION TO STAFF.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMIN SVCS**

RE: **FINANCIAL ANALYSIS FOR FISCAL YEAR ENDED JUNE 30,2025**

DATE: **MARCH 17, 2026**

SUMMARY

The City Council shall receive annual unaudited financial information for the year ended June 30, 2025.

DISCUSSION

The City ended the fiscal year June 30, 2025 with a deficit of $555,353. This was a result of intentionally budgeting more expenditures than revenues, utilizing surplus funds that had accumulated, for necessary projects.

Both the General Fund and District Tax Funds are considered General Fund however are accounted for separately for accountability and transparency. The two funds are then combined for financial statement purposes.

This year staff are including the Pension Stabilization Fund, per new accounting standards. These three Funds collectively are combined for financial reporting purposes.

	General Fund	District Tax Fund	Pension Stabilization Fund	Total
Revenues	$ 21,797,724	$ 6,802,715	$ 336,800	$ 28,937,239
Expenditures	$ 21,867,461	$ 7,599,329	$ 25,802	$ 29,492,592
Suplus (Deficit)	$ (69,737)	$ (796,614)	$ 310,998	$ (555,353)

Summary:
The General Fund ended with a $69,737 deficit with no significant one-time activity this year. For the District Tax Fund, as in prior years expenditures were budgeted more than the revenues because there has been a surplus accumulating in that fund and the goal

is to budget all of the accumulated fund balance to address necessary City needs. The District Tax Fund ended with a deficit of $796,614. The Pension Stabilization Fund accumulated some interest and incurred some fiscal agent fees this year for a surplus of $310,998.

OUTSTANDING DEBT

Outstanding Debt on June 30, 2025, was a $16,200,000 pension obligation for the City and $8,635,000 outstanding bonds for the Oroville Successor Agency. Pension Obligation Bonds were issued to pay off the CalPERS Unfunded liability.

Wells Fargo Penson Obligation Bonds 2	$16,200,000	Maturity Date 6/01/40
US Bank – Successor Agency Bonds	$ 8,635,000	Maturity Date 9/01/31

Currently our General Fund reserve is $9,000,000. There are no plans to increase it at this time. Our Fund Balance Policy is to target at least 15% of General Fund expenditures. The GFOA (Government Finance Officer Assn) recommends at least 17%. This year the City's reserve is 29.8%. (Up 2.8% from the prior year).

FISCAL IMPACT

A year-end deficit for the year ended June 30, 2025, of $555,353 for the City's General Funds.

ACTION REQUESTED -

RECEIVE INFORMATION FOR THE FISCAL YEAR ENDED JUNE 30, 2025.

ATTACHMENTS

Revenues and Expenditures for the current year budget and actuals

Revenues and Expenditures for prior year actuals comparison to current year actuals

Fund Balance Analysis

CITY OF OROVILLE
REVENUES AND EXPENDITURES
CURRENT YEAR BUDGET TO ACTUAL
GENERAL FUND

	Budget 2024-25	Actual 2024-25	Difference
REVENUES BY SOURCE			
Taxes:			
Sales and use taxes	$ 13,055,133	$ 12,266,231	$ (788,902)
Property taxes	4,500,955	5,400,729	899,774
Utility user taxes	2,693,950	3,142,209	448,259
Transient occupancy taxes	998,168	621,490	(376,678)
Franchise taxes	1,184,043	1,231,222	47,179
Other taxes	54,546	51,824	(2,722)
License and permits	582,311	740,160	157,849
Fines and forfeitures	27,750	57,220	29,470
Interest, rents and concessions	1,336,098	1,942,121	606,023
Intergovernmental revenues	304,387	1,068,474	764,087
Charges for services	351,870	330,343	(21,527)
Other revenues	1,072,833	618,486	(454,347)
Transfers in	1,088,550	1,466,731	378,181
TOTAL REVENUES	$ 27,250,594	$ 28,937,240	$ 1,686,646
EXPENDITURES			
Function:			
General Government	$ 6,828,125	$ 7,092,740	264,615
Public Safety	17,678,488	15,996,940	(1,681,548)
Public Works	1,502,187	1,090,709	(411,478)
Streets and Storm Drains	3,685,508	1,930,306	(1,755,202)
Parks and Leisure	1,577,194	1,323,511	(253,683)
Transfers out	2,058,387	2,058,387	-
TOTAL EXPENDITURES	$ 33,329,889	$ 29,492,593	$ (3,837,296)
NET INCREASE (DECREASE) IN FUND BALANCE	$ (6,079,295)	$ (555,353)	
FUND BALANCE BEGINNING	$ 25,670,256	$ 25,670,256	
FUND BALANCE ENDING	$ 19,590,961	$ 25,114,903	

CITY OF OROVILLE
REVENUES AND EXPENDITURES
PRIOR YEAR COMPARISON TO CURRENT YEAR ACTUAL
GENERAL FUND

	Prior Year Actual 2023-24	Current Year Actual 2024-25	Difference
REVENUES			
Taxes:			
Sales and use taxes	$ 12,535,256	$ 12,266,231	$ (269,025)
Property taxes	5,440,353	5,400,729	(39,624)
Utility user taxes	2,864,704	3,142,209	277,505
Transient occupancy taxes	707,844	621,490	(86,354)
Franchise taxes	1,012,544	1,231,222	218,678
Other taxes	47,992	51,824	3,832
License and permits	652,469	740,160	87,691
Fines and forfeitures	36,907	57,220	20,313
Interest, rents and concessions	1,023,317	1,942,121	918,804
Intergovernmental revenues	461,367	1,068,474	607,107
Charges for services	334,674	330,343	(4,331)
Other revenues	1,543,675	618,486	(925,189)
Transfers in	1,167,097	1,466,731	299,634
TOTAL REVENUES	$ 27,828,199	$ 28,937,240	$ 1,109,041
EXPENDITURES			
Function:			
General Government	$ 6,891,646	$ 7,092,740	$ 201,094
Public Safety	14,549,906	15,996,940	1,447,034
Public Works	1,062,275	1,090,709	28,434
Streets and Storm Drains	1,581,418	1,930,306	348,888
Parks and Leisure	1,185,984	1,323,511	137,527
Transfers out	6,048,322	2,058,387	(3,989,935)
TOTAL EXPENDITURES	$ 31,319,551	$ 29,492,593	$ (1,826,958)
NET INCREASE (DECREASE) IN FUND BALANCE	$ (3,491,352)	$ (555,353)	
FUND BALANCE BEGINNING	$ 18,804,921	$ 15,313,569	
FUND BALANCE ENDING	$ 15,313,569	$ 14,758,216	

Changes in Fund Balance

YEAR	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Fund Balance	19,025,244	22,605,863	26,366,483	28,371,445	25,670,256	25,114,903
Revenues	30,705,987	25,998,983	32,573,553	28,683,316	28,937,240	Current
Expenditures	(27,125,368)	(22,238,363)	(30,568,591)	(31,384,505)	(29,492,593)	Current
Surplus(Deficit)	3,580,619	3,760,620	2,004,962	(2,701,189)	(555,353)	-
Ending Fund Balance	22,605,863	26,366,483	28,371,445	25,670,256	25,114,903	25,114,903

Fund Balance Classifications

Nonspendable	1,120,370	55,160	1,458,001	1,458,001	1,458,001	1,458,001
Restricted						
General Fund Reserves	6,000,000	7,500,000	9,000,000	9,000,000	9,000,000	9,000,000
Restricted for Pensions	3,992,261	4,542,745	4,617,983	5,024,050	5,335,049	5,335,049
Restricted for Year End Liabilities:						
Contracts, Purchase Orders					2,558,710	2,560,000
Committed					217,493	220,000
Assigned Fund Balances:						
Unfunded Pension obligations					5,500,000	4,500,000
Capital Projects					2,000,000	2,000,000
Contigency					500,000	500,000
Unassigned	12,613,602	14,323,738	13,295,461	10,188,205	3,651	999,854
Total Fund Balance	22,605,863	26,366,483	28,371,445	25,670,256	25,114,903	25,114,903

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **CLOSEOUT OF COMMUNITY DEVELOPMENT 22-CDBG-PI-00026**

DATE: **MARCH 17, 2026**

SUMMARY

The City Council shall conduct a public hearing relating to the performance and the final accomplishments of Community Development Block Grant (CDBG) No. 22-CDBG-PI-00026.

DISCUSSION

Grant no. 22-CDBG-PI-00026 was awarded on July 17, 2023, to complete improvements to the Oroville Convention Center, all grant funds have been completely expended and the project is complete.

The City is responsible for monitoring and reporting on all CDBG activities to assure that the time schedules are met and milestones are accomplished. A Closeout Report must be submitted to the State Department of Housing and Community Development (HCD) for the activities as the grant expires.

The information provided below covers expenditures and activities through the grant terms.

22-CDBG-PI-00026	
Activity	***CDBG Grant***
General Administration	$118,000
Improvements to Oroville Convention Center	$1,282,000
Total	**$1,400,000**
All funds were completely expended approximately 5 months prior to the expiration of the Standard Agreement. The total number of beneficiaries is the entire population of the City	

of Oroville as the City is more than 55% low-mod and each of them benefits from the improvements to the Oroville Convention Center.

ACTION REQUESTED -

AUTHORIZE THE CLOSEOUT OF COMMUNITY DEVELOPMENT BLOCK GRANT NO. 22-CDBG—NH-00008.

ATTACHMENTS

None.

CDBG

Closeout Public Hearing

22-CDBG-PI-00026

Presented by: Amy Bergstrand 03/17/2026
Director, Business Assistance/Housing

Background



$1,282,000 for Construction

$118,000 for General Administration



Summary:

-There are zero funds remaining

-Total beneficiaries 19,501 during grant term

-Expires 7/30/2026

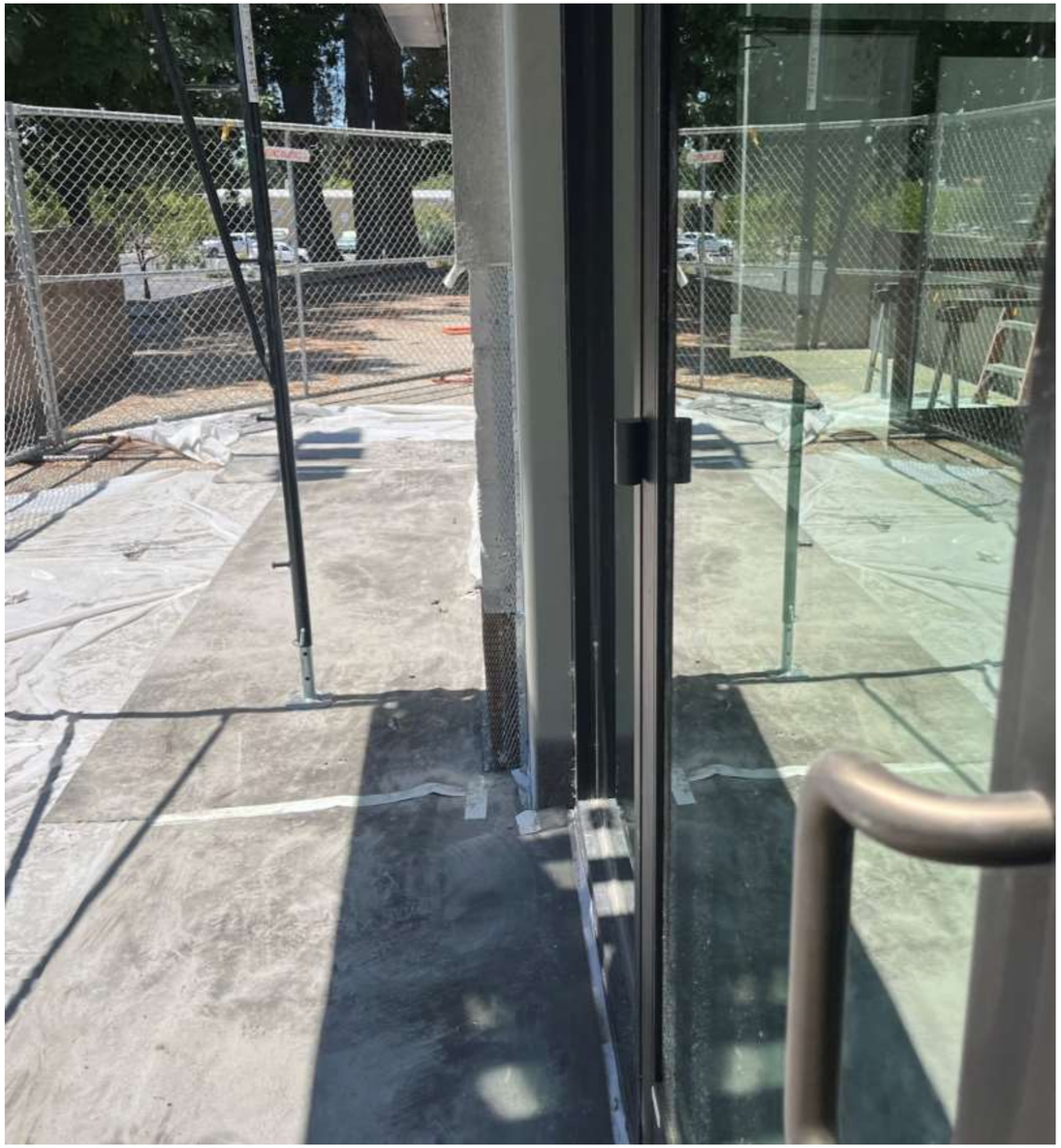
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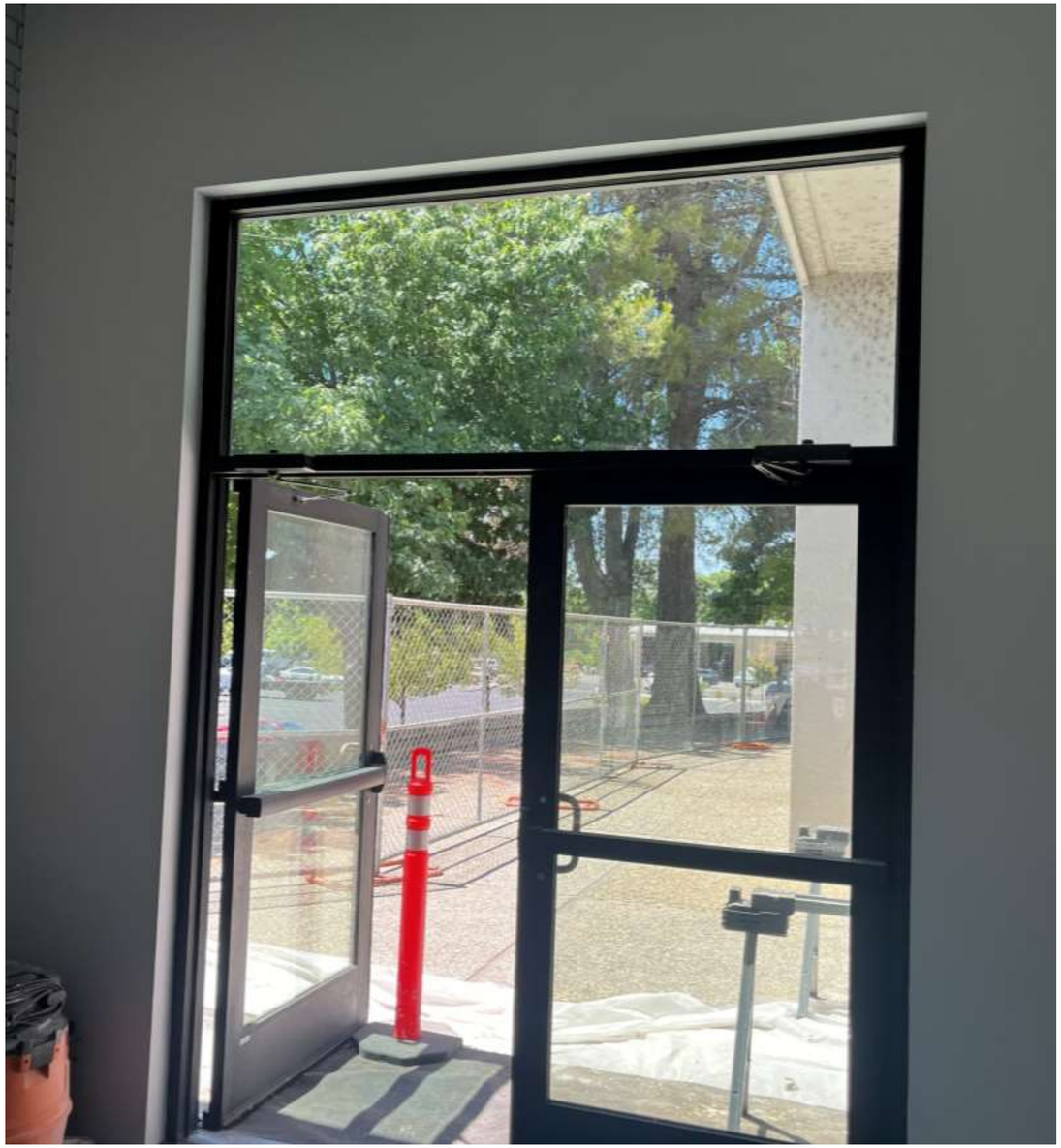
Scope of Work

- Men’s and Women’s restroom/dressing rooms were both remodeled. One was expanded with 6 stalls and 3 lavatories, the other was expanded with a shower, lavatory and water closet.
- New fixtures, lighting and plumbing throughout.
- Remodeled two bathrooms near the office area to make ADA compliant.
- Installed a new lift to the stage and rebuilt stairs to match.

Scope of Work- continued

- Added lighting in the workout room.
- Improvements to the Foyer
  - Side entry and windows removed and replace with wood frames.
  - Side entry doors removed and replaced with code compliant glass doors and windows above.
  - Existing glazing and bottom brick curb removed and replaced with 2-double 42” doors, new glazing added to the wall beside the door.









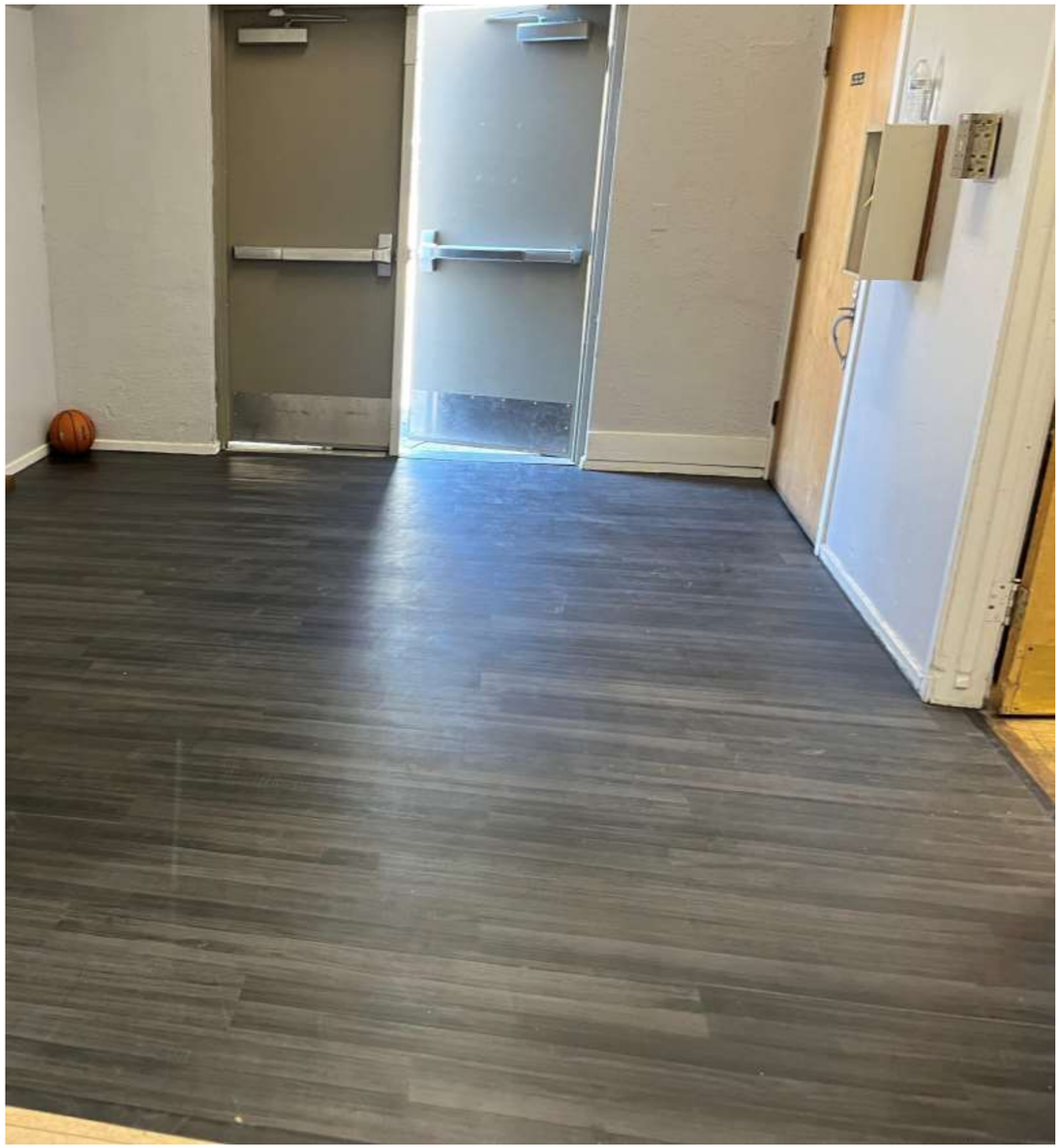


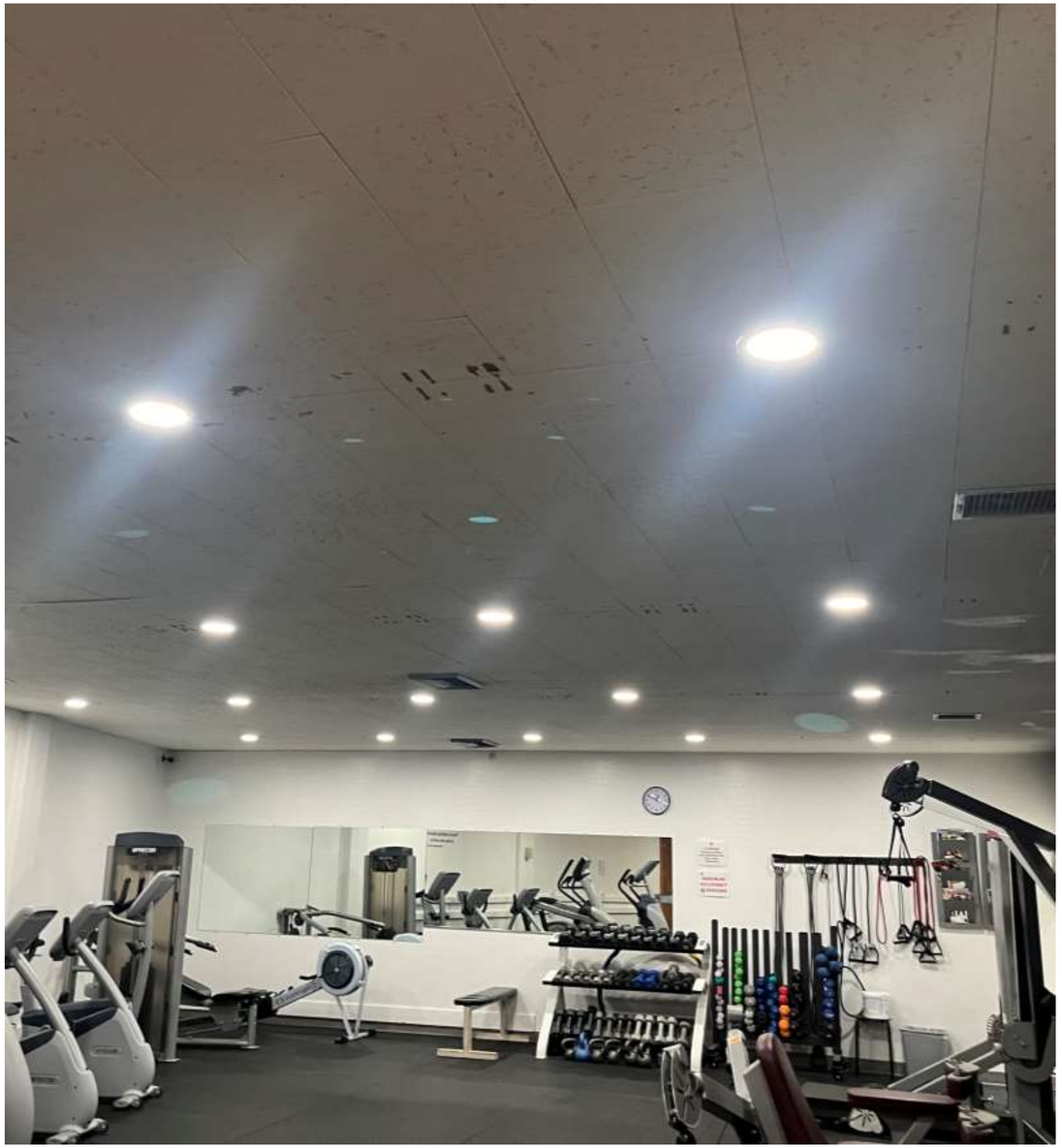














Next Steps

- Complete Combined Closeout Report
- Complete Completion Repot
- Submit required documents to HCD

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **ELECTED OFFICIALS' TRANSPARENCY AND ACCOUNTABILITY ORDINANCE**

DATE: **MARCH 17, 2026**

SUMMARY

The City Council shall revisit the topic of transparency and accountability for elected officials, providing input on revised draft language created based off of direction given to staff at the December 16, 2025 and February 17, 2026 City Council Meetings.

DISCUSSION

At the request of Council Member Johnstone and Council Member Webber, at the December 16, 2025 Council meeting, the Council reviewed adding new language to the Elected Officials Guiding Principles handbook or to the Municipal Code regarding elected officials' transparency and accountability. During this meeting, staff were given direction to make a number of edits to the proposed language and bring the item back for further discussion.

Revisions to the language were presented to the City Council on February 17, 2026. During this meeting, staff were directed to make additional edits to the document and to bring it back as a draft ordinance.

FISCAL IMPACT

None.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

ATTACHMENTS

Marked up version of revised language regarding transparency and accountability for elected officials; and

Clean version of revised language regarding transparency and accountability for elected officials.

Section 2.08.015

SECTION 1: FULL TRANSPARENCY IN ACTION STANDARDS

All substantive councilmember communications with city staff, applicants, developers, or contractors regarding City matters, including but not limited to pending permits, contracts, land use, budget items, shall be disclosed at ~~the next~~an upcoming regularly scheduled City Council meeting, during Council Member reports. Nothing in this section is intended to limit councilmembers general policy discussions about City matters, that are not substantive or related to a quasi-judicial decision pending before council, and that they believe may bring about positive change for the community.

No councilmember shall individually give direction to staff. Direction to staff is received by consensus of the entire Council, not any one individual member. This is not to mean that councilmembers cannot have direct conversations with appointed Department Heads or request routine information (which shall be shared with all councilmembers).

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Any proposed sale or transfer of city-owned property or assets valued over $50,000 shall require:

- Two public readings on separate meeting dates providing ability for public input at both meetings; and
- Independent appraisal paid by the city~~; and~~
- ~~10-day public comment period after the first public reading.~~.

SECTION 2: CONTRACT NEGOTIATIONS & COUNCIL AUTHORITY

No councilmember, including the Mayor, shall individually participate in the making, drafting, or formal negotiation of any contract on their own authority. Councilmember participation in a standing committee, ad-hoc committee or subcommittee tasked with contract negotiations under direction of a majority of the entire council shall not be limited by this provision.

SECTION 3: CONFLICT OF INTEREST & RECUSAL PROTOCOL

All Council members will strictly comply with Government Code section 1090 and the Fair Political Practices Act. If there is a question as to whether a conflict exists that creates a requirement for recusal, Council Members may consult with the City Attorney for an analysis. Council Members shall report that such analysis was done and the outcome when the matter comes before Council for deliberation.

SECTION 4: STAFF PROTECTION & WHISTLEBLOWER SAFEGUARDS

No retaliation shall be taken against any city employee for refusing an improper directive or for reporting a violation of this ~~Resolution~~ordinance.

Within 60 days, the City Administrator shall establish a secure, anonymous reporting system for staff to report:

- Attempts by any councilmember to influence, pressure, or intimidate staff outside public process or any violation of this ordinance~~Resolution~~.

All reports shall be forwarded immediately and confidentially to the City Attorney and City Administrator for assessment and assignment to external investigator~~ion~~ if needed.

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SECTION ~~6~~5: ENFORCEMENT & PUBLIC ACCOUNTABILITY

Council shall adopt a policy by resolution outlining the procedures to be followed to address ~~allegations of~~ violations of the ordinance. A final finding of violation of this ordinance ~~Violations of this Resolution shall be deemed official misconduct and~~ may result in:

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- Public censure;
- Referral to the Fair Political Practices Commission (FPPC) or other applicable agency;
- Loss of committee assignments; or
- Demand for resignation (non-binding).

Any finding of violation shall be made public via inclusion in the next council agenda packet.

The City Attorney shall also publish an annual transparency compliance report every January.

SECTION 6: EXEMPTIONS

This ordinance shall be interpreted and applied in a manner consistent with the California Public Records Act. Nothing in this ordinance shall require the release of any privileged information unless and until such privilege is waived by the majority of the City Council.

SECTION 7: SEVERABILITY

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If any portion of this ordinance is found to be unlawful or unenforceable by court of competent jurisdiction, that portion shall be deleted and the remainder shall remain in full force and effect.

Section 2.08.015

SECTION 1: FULL TRANSPARENCY IN ACTION STANDARDS

All substantive councilmember communications with city staff, applicants, developers, or contractors regarding City matters, including but not limited to pending permits, contracts, land use, budget items, shall be disclosed at an upcoming regularly scheduled City Council meeting, during Council Member reports. Nothing in this section is intended to limit councilmembers general policy discussions about City matters, that are not substantive or related to a quasi-judicial decision pending before council, and that they believe may bring about positive change for the community.

No councilmember shall individually give direction to staff. Direction to staff is received by consensus of the entire Council, not any one individual member. This is not to mean that councilmembers cannot have direct conversations with appointed Department Heads or request routine information (which shall be shared with all councilmembers).

Any proposed sale or transfer of city-owned property or assets valued over $50,000 shall require:

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SECTION 4: STAFF PROTECTION & WHISTLEBLOWER SAFEGUARDS

No retaliation shall be taken against any city employee for refusing an improper directive or for reporting a violation of this ordinance.

Within 60 days, the City Administrator shall establish a secure, anonymous reporting system for staff to report:

- Attempts by any councilmember to influence, pressure, or intimidate staff outside public process or any violation of this ordinance.

All reports shall be forwarded immediately and confidentially to the City Attorney and City Administrator for assessment and assignment to external investigator if needed.

SECTION 5: ENFORCEMENT & PUBLIC ACCOUNTABILITY

Council shall adopt a policy by resolution outlining the procedures to be followed to address violations of the ordinance. A final finding of violation of this ordinance may result in:

- Public censure;
- Referral to the Fair Political Practices Commission (FPPC) or other applicable agency;
- Loss of committee assignments; or
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CITY OF OROVILLE



FIRE DEPARTMENT

Statistics Package

2/1/2026 to 2/28/2026

Countywide Cooperative Fire & Rescue Service

Definitions and Notes

Terms

Dispatched Agencies:
All agencies that are dispatched by the CAL FIRE / Butte County Fire Department Oroville Emergency Command Center
First Due Station:
The jurisdicational agency station's area where the incident happened based on the Computer Aided Dispatch Dynamic Routing First Due Station to another agency:

Agencies

- CABIG City of Biggs Fire Department
- CABTU CAL FIRE Butte Unit
- CABTC Butte County Fire Department
- CACDF CAL FIRE (Out Of Unit Activity)
- CACHI City of Chico Fire Department
- CAEMD El Medio Fire Protection District
- CAGRD City of Gridley Fire Department
- CALNF United States Forest Service Lassen National Forest
- CAMAY Marysville Fire Department
- CAMTR Mooretown Rancheria
- CAORO City of Oroville Fire Department
- CAPNF United States Forest Service Plumas National Forest
- CAPRA Town of Paradise Fire Department
- CASTC Sutter County Fire Department
- CATCR Tehama County Fire Department
- CAXPU Plumas County Unprotected Area

Incident Types

- MED - Medicals
- MEDFSS (Medical Flight)
- MEDA - Medical Code 2
- T/C - Traffic Collisions
- HAZ-CON - Hazardous Conditions
- P/A - Public Assists
- OTH - Other / Miscellanies
- ECC - Emergency Command Center Specific Incidents
- HAZ-MAT - Hazardous Materials
- RESCUE - Technical Rescues
- VEG - Vegetation Fires
- STR - Structure Fires
- VEH - Vehicle Fires
- OTH FIRES - Other Fire Types not categorized above
- F/A - False Alarms (Fires)

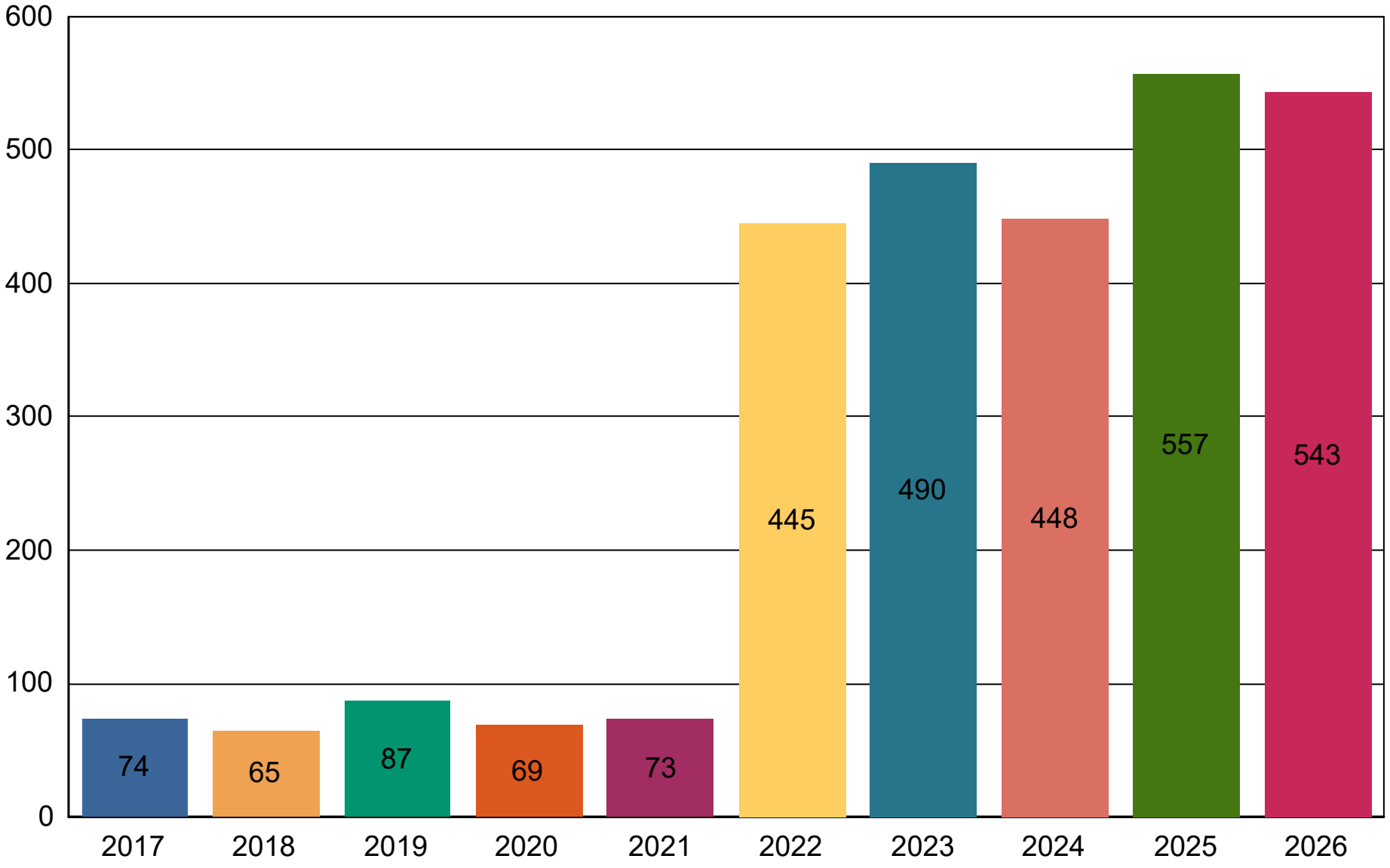
Stations

11 - CAL FIRE Butte Meadows	13 - CAL FIRE Stirling City	22 - CAL FIRE Cohasset
23 - CAL FIRE Forest Ranch	25 - Butte County Fire Butte College	33 - Butte County Fire Upper Ridge
35 - CAL FIRE Paradise	36 - CAL FIRE Jarbo Gap	41 - Butte County Fire Nord
44 - Butte County Fire South Chico	45 - Butte County Fire Durham	51 - CAL FIRE Feather Falls
54 - CAL FIRE Robinson Mill	55 - Butte County Fire Bangor	62 - CAL FIRE Harts Mill
63 - CAL FIRE Oroville	64 - Butte County Fire Kelly Ridge	71 - Butte County Fire Richvale
72 - Butte County Fire Palermo	73 - Butte County Fire Biggs	74 - Butte County Fire Gridley
81 - Paradise Birch Street	82 - Paradise South Libby Rd	91- CAL FIRE Oroville

ECC - CAL FIRE Oroville Emergency Command Center

10 Year Incident Comparison By Year All Incidents

2/1/26 To 2/28/26

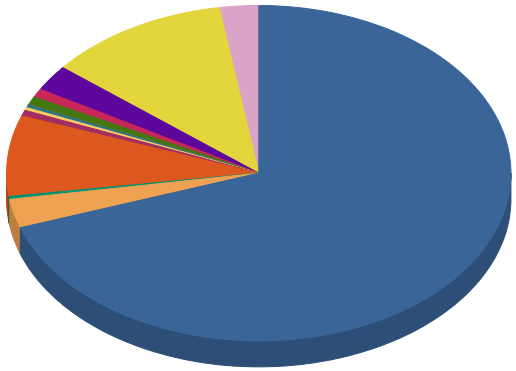


** DATA IS UNAVAILABLE PRIOR TO 02/11/2004*

Agency Activity 2/1/2026 to 2/28/2026

	MED	T/C	HAZ-CON	P/A	OTH	ECC	HAZ-MAT	VEG	STR	OTH FIRE	F/A	MEDC 2	MVISTG	Total
CAORO	378	15	2	42	3	2	1	1	4	5	13	64	13	543
Total	378	15	2	42	3	2	1	1	4	5	13	64	13	543

Incident Type Percentages (All Agencies)



MEDICALS	378	69.6%
TRAFFIC COLLISIONS	15	2.8%
HAZARDOUS CONDITIONS	2	0.4%
PUBLIC ASSISTS	42	7.7%
OTHER INCIDENTS	3	0.6%
ECC INCIDENTS	2	0.4%
HAZARDOUS MATERIALS	1	0.2%
VEGETATION FIRES	1	0.2%
STRUCTURE FIRES	4	0.7%
OTHER FIRES	5	0.9%
FALSE ALARMS	13	2.4%
MEDC2	64	11.8%
MVISTG	13	2.4%
Total:	543	100.0%

Cooperator Assitance Provided to *CAL FIRE*/Butte County Fire
2/1/2026 to 2/28/2026

	MED	T/C	HAZ-CON	P/A	ECC	HAZ-MAT	RESCUE	VEG	STR	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	334	25	2	35	0	1	2	1	13	4	14	62	16	509
Total	334	25	2	35	0	1	2	1	13	4	14	62	16	509

Resource Agency Response to Jurisdictional Agency
2/1/2026 to 2/28/2026
CAORO to CAORO

Total Number of Incidents: **417**

Total Number of Resources Responding: **466**

		MED	T/C	HAZ-CON	P/A	HAZMAT	VEG	STR	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	**B9A**	0	1	1	0	1	0	1	0	2	0	0	6
	E391	0	0	0	0	0	0	0	0	0	1	0	1
	E91	213	11	2	11	1	1	4	3	7	39	7	299
	E92	18	0	0	1	0	0	0	0	1	4	0	24
	T91	68	12	1	27	0	0	1	3	8	12	4	136
	Total	299	24	4	39	2	1	6	6	18	56	11	466

Resource Agency Response to Jurisdictional Agency
2/1/2026 to 2/28/2026
CABTC to CAORO

Total Number of Incidents: **129**

Total Number of Resources Responding: **136**

		MED	T/C	P/A	HAZMAT	VEG	STR	OTH FIRE	F/A	MEDC2	MVISTG	Total
CABTC	**CO64**	1	0	0	0	0	0	0	0	0	0	1
	E63	24	1	1	0	0	0	1	0	1	1	29
	E64	8	0	0	0	0	1	1	1	1	0	12
	E71	0	0	0	0	0	0	0	1	0	0	1
	E72	3	0	0	0	0	1	0	1	0	0	5
	Others	53	3	10	1	1	1	1	4	13	1	88
	Total	89	4	11	1	1	3	3	7	15	2	136

Resource Agency Response to Jurisdictional Agency
2/1/2026 to 2/28/2026
CAORO to CABTC

Total Number of Incidents: **66**

Total Number of Resources Responding: **69**

		MED	T/C	P/A	RESCUE	STR	F/A	MEDC2	MVISTG	OAMT	Total
CAORO	**B9A**	1	3	0	0	2	0	1	0	0	7
	BOAT91	0	0	0	1	0	0	0	0	0	1
	E91	23	5	3	1	8	3	6	4	0	53
	E92	3	1	0	0	0	0	0	0	0	4
	RS91	0	0	0	1	0	0	0	0	1	2
	T91	1	0	1	0	0	0	0	0	0	2
	Total	28	9	4	3	10	3	7	4	1	69

Resource Agency Response to Jurisdictional Agency
02/01/2026 to 02/28/2026
CAL FIRE to CAORO

Total Number of Incidents: **60**

Total Number of Resources Responding: **86**

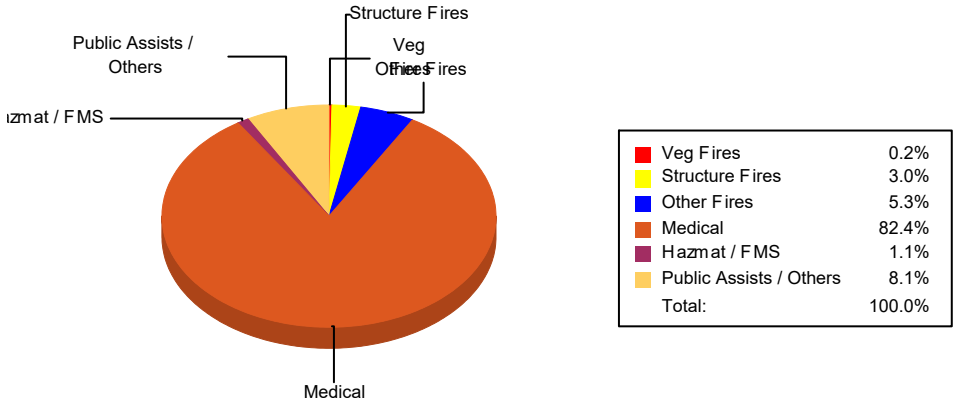
		MED	T/C	P/A	OTH	HAZMAT	VEG	STR	OTH FIRE	F/A	MEDC2	OAMT1	Total
CABTU	**B2102**	0	1	0	0	0	0	0	0	0	0	0	1
	B2103	0	0	0	0	0	0	0	0	1	0	1	2
	B2105	0	1	0	0	0	0	1	1	1	0	0	4
	B2106	0	1	0	0	0	0	0	0	0	0	0	1
	B2108	0	1	0	0	0	0	0	0	2	0	0	3
	B2116	0	1	0	0	0	0	0	0	0	0	0	1
	B2117	0	6	0	0	0	1	0	0	2	0	0	9
	B2120	0	0	0	0	0	0	1	0	0	0	0	1
	B3	0	2	0	0	0	0	0	0	1	0	0	3
	D2103	0	0	0	0	0	0	0	0	1	0	0	1
	D9	0	1	0	0	0	0	0	0	0	0	0	1
	DIS2109E	0	0	0	1	0	0	0	0	0	0	0	1
	E2161	1	1	0	0	0	0	0	0	0	1	0	3
	E2163	1	0	0	0	0	0	0	0	0	0	0	1
	E2169	1	0	0	0	0	0	0	0	0	0	0	1
	E2180	17	0	5	0	0	1	1	1	3	2	0	30
	E2185	1	0	0	0	0	0	0	0	0	0	0	1
	E2191	0	1	0	0	0	0	0	0	0	0	0	1
	P2123	0	0	0	1	0	0	0	0	0	0	0	1
	PIOADVSE	0	0	0	0	1	0	4	1	1	0	0	7

		MED	T/C	P/A	OTH	HAZMAT	VEG	STR	OTH FIRE	F/A	MEDC2	OAMT1	Total
CABTU	**PRVADVSE**	0	0	0	0	0	1	4	1	3	0	0	9
	S2103	0	0	0	0	0	0	1	1	1	0	0	3
	T2108	0	0	0	0	0	0	0	1	0	0	0	1
	Total	21	16	5	2	1	3	12	6	16	3	1	86

Battalion 9 Total Responses
2/1/2026 to 2/28/2026

	Veg Fires	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists /	Total
B9A	0	3	3	6	2	0	14
E391	0	0	0	1	0	0	1
E91	1	12	13	309	3	14	352
E92	0	0	1	26	0	1	28
T91	0	1	11	97	1	28	138
Total	1	16	28	439	6	43	533

Number of Incidents / Incident Type



Business Assistance and Housing Development

FEBRUARY 2026

Loan Portfolio Balance: $49,522,171.23

Number of Loans	338	Loans in Default	2
Late Payment Notices	0	Late Insurance Notices	0
Feb Annual Inspections Complete	19	Annual Certs Received	185

Loans in Default-2

1. 1708 Bluffs Dr.-Notice of Default Recorded by primary mortgage on 08/20/2025. Letter sent to homeowner. Council Action requested 12/16/2025. Borrower is working with the loss mitigation with primary mortgage to reinstate this loan. Foreclosure sale date postponed 4/15/26.
2. 58 La Crescenta-Notice of Default recorded by primary on 10/13/2025. Letter sent to homeowner with no response. This borrower is already in default of Landscape Improvement Loan. Council approved foreclosure or to negotiate a Deed in Lieu of Foreclosure 02/03/2026. No sale has been set.

Deceased Loan Holder-1

1. 2852 Gawthorne Ave-Death Notice in paper. Passed away 10/7/2025. Letter sent to Estate 12/01/2025. 2nd letter sent to widow. Probate was started and application was mailed to beneficiary to assume loan.

Loan Portfolio Analysis

Rehab Loans: 29($975,126)	FTHB Loans: 273($18,996,256)
Economic Development Loans: 1($159,436)	Landscape Loans: 2 ($10,812)
Housing Development: 15 ($28,433,986)	City Employee Mortgage: 7 ($236,118)
Lease-to-Purchase: 4($348,177)	Payoff Requests Processed (2026): 6
Loans Repaid FY -24-25: 17	Payoff Received FY 24-25: $1,231,067
Loans Repaid FY -25-26: 10	Payoff Received FY 25-26: $515,304

First Time Home Buyer Program-City Program

Applications Received: 2	Applications under Review: 1
Loans Approved: 1	Loans Closed FY 25-26: 6

First Time Home Buyer Program-County Program administered by City

Program is pending notice from the County if additional funds are being awarded.

Owner Occupied Rehabilitation

Applications Received: 0	Applications under Review: 0
Loans Approved: 0	Rehab in Process: 7
Loans Closed FY 25-26: 7	**Program on hold pending funding.**

Grants Submitted FY24-25 & FY25-26

1. 2023 HOME Investment Partnership: $500,000 for FTHB program-Awarded. Awaiting Standard Agreement. Program Guidelines and General Conditions have been approved and cleared.
2. 2024 CDBG Program Income Only: $1,500,000 for FTHB program-Awarded 10/29/24.
3. 2024 CDBG General Allocation: $3,100,000 for Fire Truck, Fire Engine and Fire Equipment-Awarded. Both pieces of equipment have been ordered.
4. 2024 CDBG General Allocation: $100,000 for Catalyst Domestic Violence- Awarded.
5. 2024 CDBG General Allocation: $164,486 for South Oroville Drainage Feasibility Study-Awarded.
6. 20-PLHA-15545 Grant Application for year 2023 of 5-year allocation $83,338: Owner-occupied Rehabilitation-awarded. Total award is $796,654.
7. 2025 HOME Investment Partnership Program Income (PI): $1,524,764 for FTHB- under review
8.

Current Project Highlights

1. Lincoln Street Senior Apartments-Submitted Financing package to the State with request for an extension. NTP has been issued and **construction has begun**.
2. Veteran's Village-City released Tranche 1 on 09/25/2024 to VHDC. Plans and Specs, environmental are complete. The City solar array was built in the City easement to access the project, working with VHDC and City engineering to determine remedy. City engineer requesting PGE move some poles on site. PGE will move poles or allow an easement. VHDC will apply for 9% tax credits in late 2026 or early 2027.
3. Website update in progress
4. Staff in the process of reviewing the 2025 CDBG NOFA that was released 9/24/205. Public hearing to determine application submittals to be scheduled.

OROVILLE
UNION HIGH SCHOOL DISTRICT
Preparing students for the future today

February 27, 2026

Re: Fourteen-Day Notice of Proposal to Implement Developer Fees

A public hearing will be held by the Governing Board of the Oroville Union High School District at its regular meeting of March 18, 2026, in which the Board will consider a resolution implementing school facilities fees in accordance with Education Code Section 17620. The meeting will be held at 5:30p.m. in the Board Room at the Transportation Department, located at 2139 Washington Ave, Oroville, California. Further information on the costs of school services and facilities and on other available revenue, including the general fund, will be available at the District office as of March 6, 2026.

If you have any questions regarding the above, please feel free to contact me at (530) 538-2300.

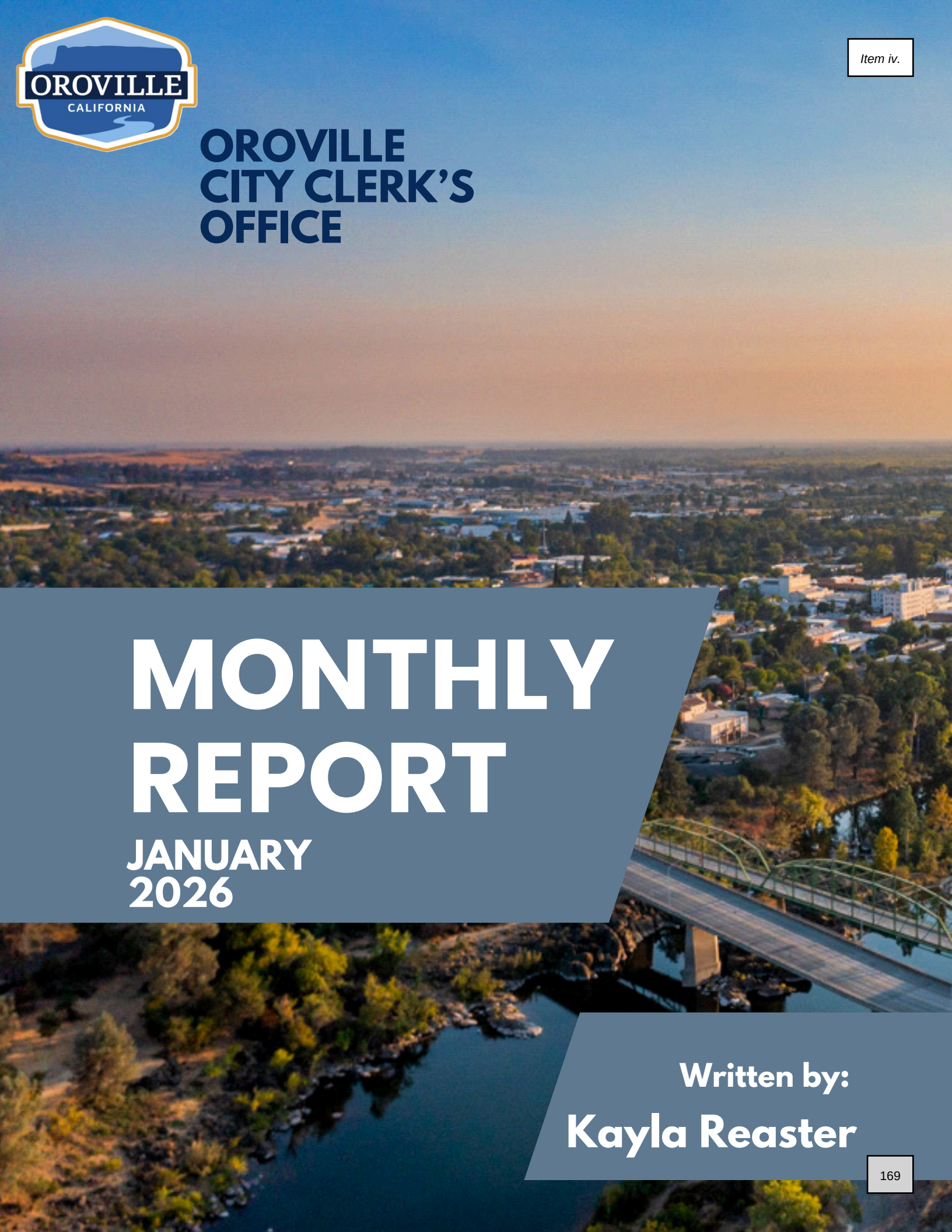
Sincerely,

Dale Carey, CGFM, CSRM
Assistant Superintendent/CBO
Oroville Union High School District

RECEIVED
MAR 0 2 2026
By K. Reuster

OROVILLE
CALIFORNIA

OROVILLE CITY CLERK'S OFFICE



MONTHLY REPORT

JANUARY 2026

Written by:
Kayla Reaster

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A summary of FPPC filings handled during the reporting period.

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This section highlights special projects and initiatives undertaken by the City Clerk's Office during the reporting period.

06 **Contact Information**

This section provides contact information for the City Clerk's Office.

Meetings Attended

City Council Meetings:

- January 6, 2026
- January 20, 2026





Supplemental Benefits Fund Meeting

- January 21, 2026

Planning Commission Meeting

- January 22, 2026





Oversight Committee Meeting

- January 27, 2026

Wyandotte Creek GSA Meeting

- January 29, 2026



OROVILLE
CALIFORNIA

Agenda Items Processed

11 **Consent Calendar**
Items Processed

17 **Regular Business**
Items Processed

1 **Public Hearing**
Item Processed

05 **Correspondence**
Items Processed

530-538-2535
1735 Montgomery Street
Oroville, CA 95965

JANUARY 2026
PUBLIC RECORD REQUEST DATA

MONTHLY STATISTICS

New and Closed Requests

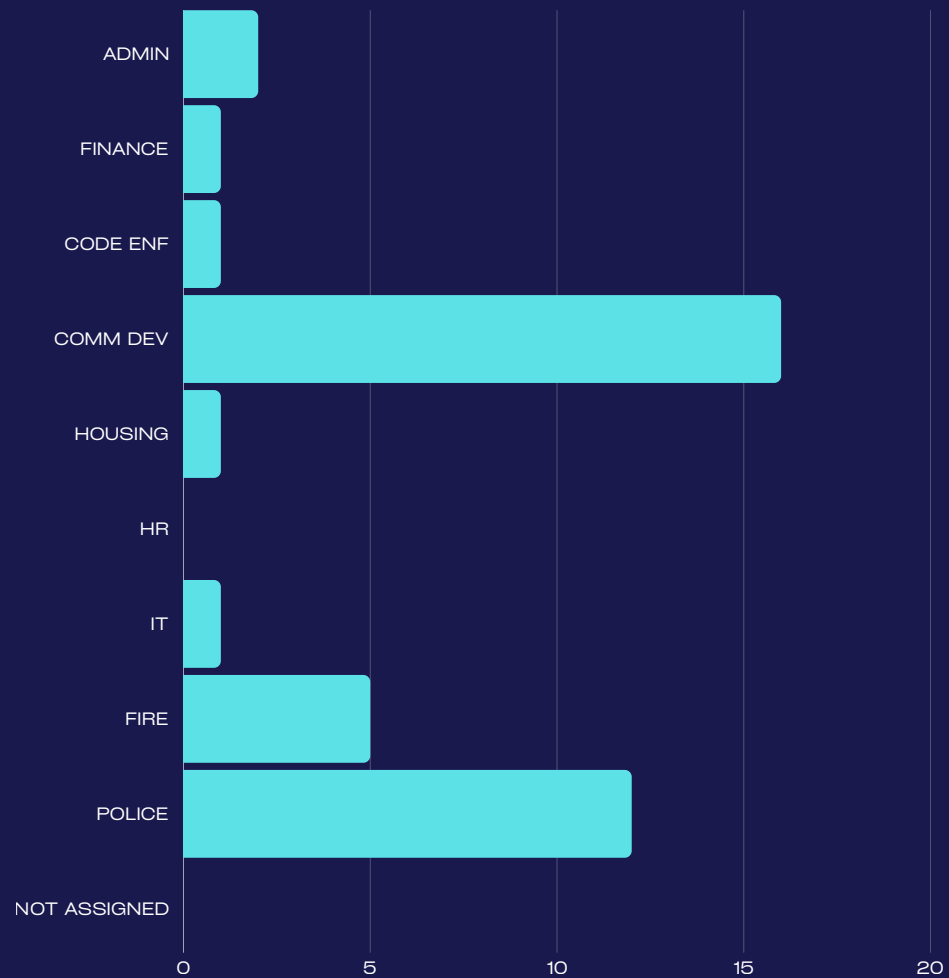
37 New Requests

44 Closed Requests

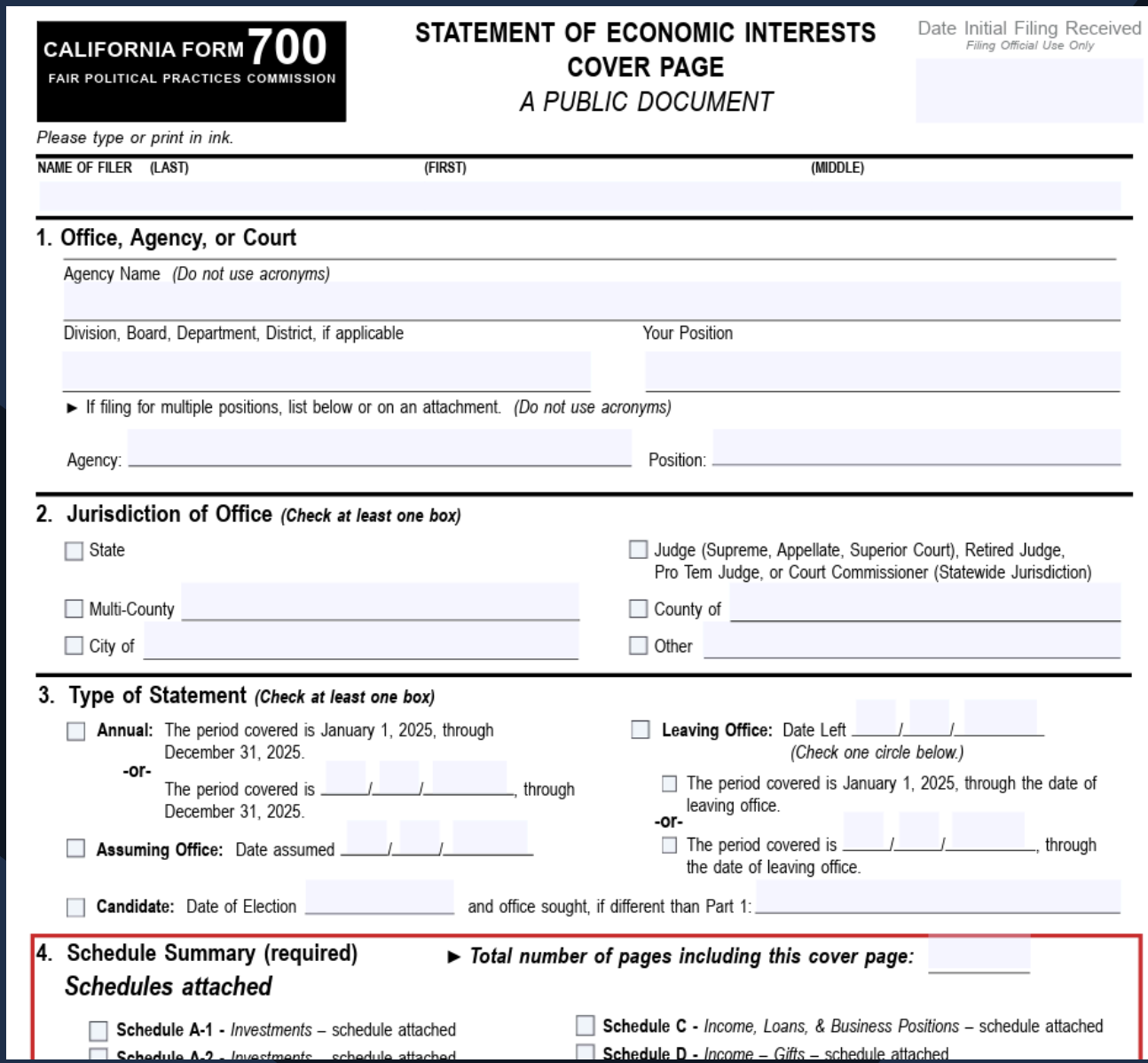
AVERAGE DAYS TO CLOSE

8.7 days

NEW REQUESTS BY DEPARTMENT



FPPC FILING INFORMATION



CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

STATEMENT OF ECONOMIC INTERESTS
COVER PAGE
A PUBLIC DOCUMENT

Date Initial Filing Received
Filing Official Use Only

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)

1. Office, Agency, or Court

Agency Name *(Do not use acronyms)*

Division, Board, Department, District, if applicable

Your Position

► If filing for multiple positions, list below or on an attachment. *(Do not use acronyms)*

Agency: Position:

2. Jurisdiction of Office ***(Check at least one box)***

☐ State

☐ Judge (Supreme, Appellate, Superior Court), Retired Judge, Pro Tem Judge, or Court Commissioner (Statewide Jurisdiction)

☐ Multi-County

☐ County of

☐ City of

☐ Other

3. Type of Statement ***(Check at least one box)***

☐ **Annual:** The period covered is January 1, 2025, through December 31, 2025.

-or-

The period covered is ____/____/____, through December 31, 2025.

☐ **Assuming Office:** Date assumed ____/____/____

☐ **Leaving Office:** Date Left ____/____/____
(Check one circle below.)

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-or-

☐ The period covered is ____/____/____, through the date of leaving office.

☐ **Candidate:** Date of Election and office sought, if different than Part 1:

4. Schedule Summary (required) ► ***Total number of pages including this cover page:***

Schedules attached

☐ **Schedule A-1** - *Investments* – schedule attached

☐ **Schedule A-2** - *Investments* – schedule attached

☐ **Schedule C** - *Income, Loans, & Business Positions* – schedule attached

☐ **Schedule D** - *Income – Gifts* – schedule attached

Form 700 (Statement of Economic Interests) is required for designated public officials and employees to disclose financial interests that could present a conflict of interest. The filing promotes transparency and helps ensure compliance with California conflict-of-interest laws. The Annual Form 700 filing is due by April 1, 2026.

SPECIAL PROJECTS

Future Leaders Program

> Application period ends 02.16
>Executive Committee meeting scheduled to review applicants



City Clerk's Office

CONTACT US

OROVILLE
CALIFORNIA

530-538-2535

cityclerk@cityoforoville.org

1735 Montgomery Street
Oroville, CA 95965

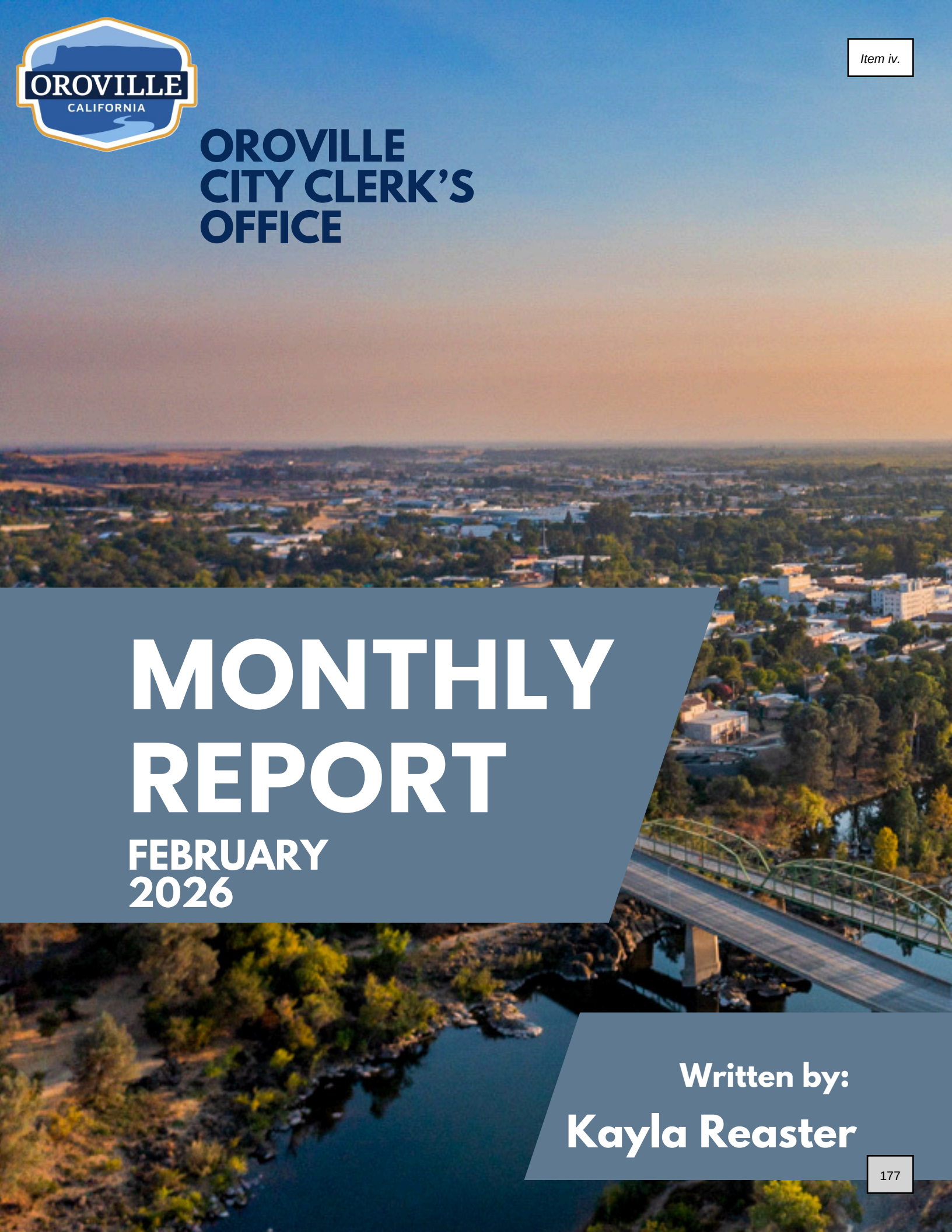
www.orovilleca.gov

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CALIFORNIA

OROVILLE CITY CLERK'S OFFICE

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City Council Meetings:

- February 3, 2026
- February 17, 2026





Arts Commission Meeting

- February 10, 2026

Parks Commission Meeting

- February 10, 2026





Planning Commission Meeting

- February 26, 2026

Wyandotte Creek GSA Meeting

- February 26, 2026



OROVILLE
CALIFORNIA

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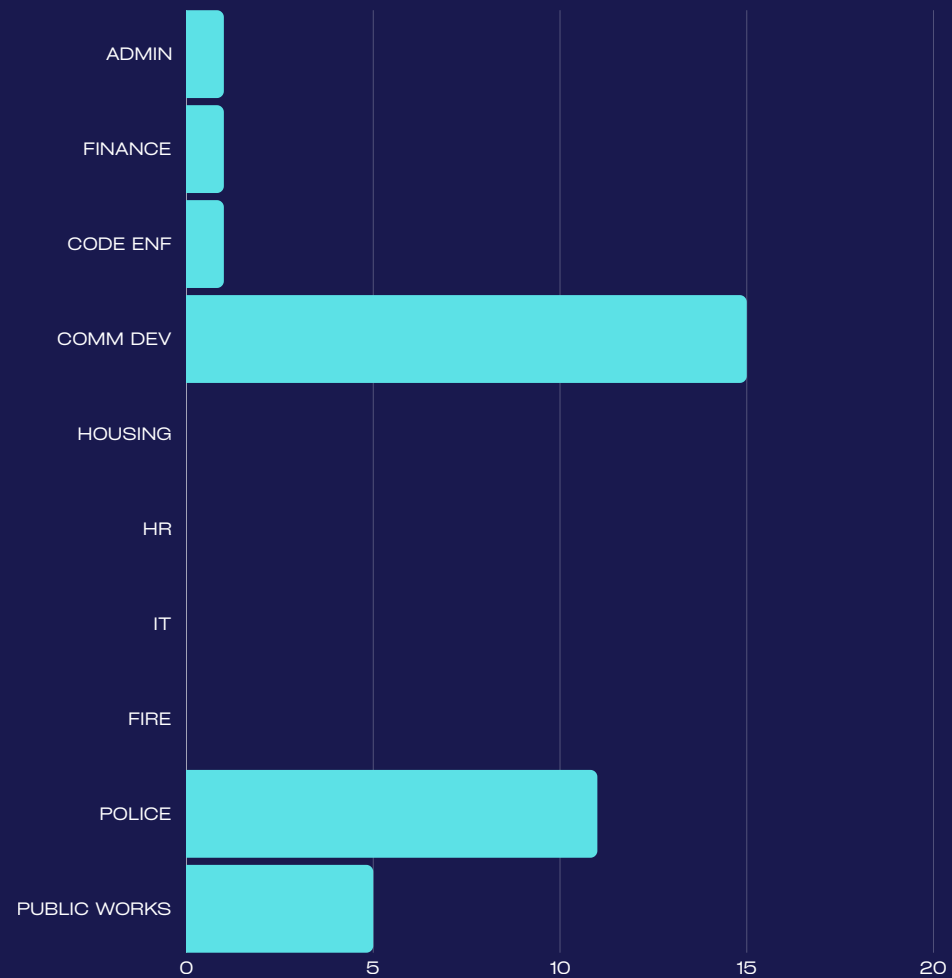
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33 Closed Requests

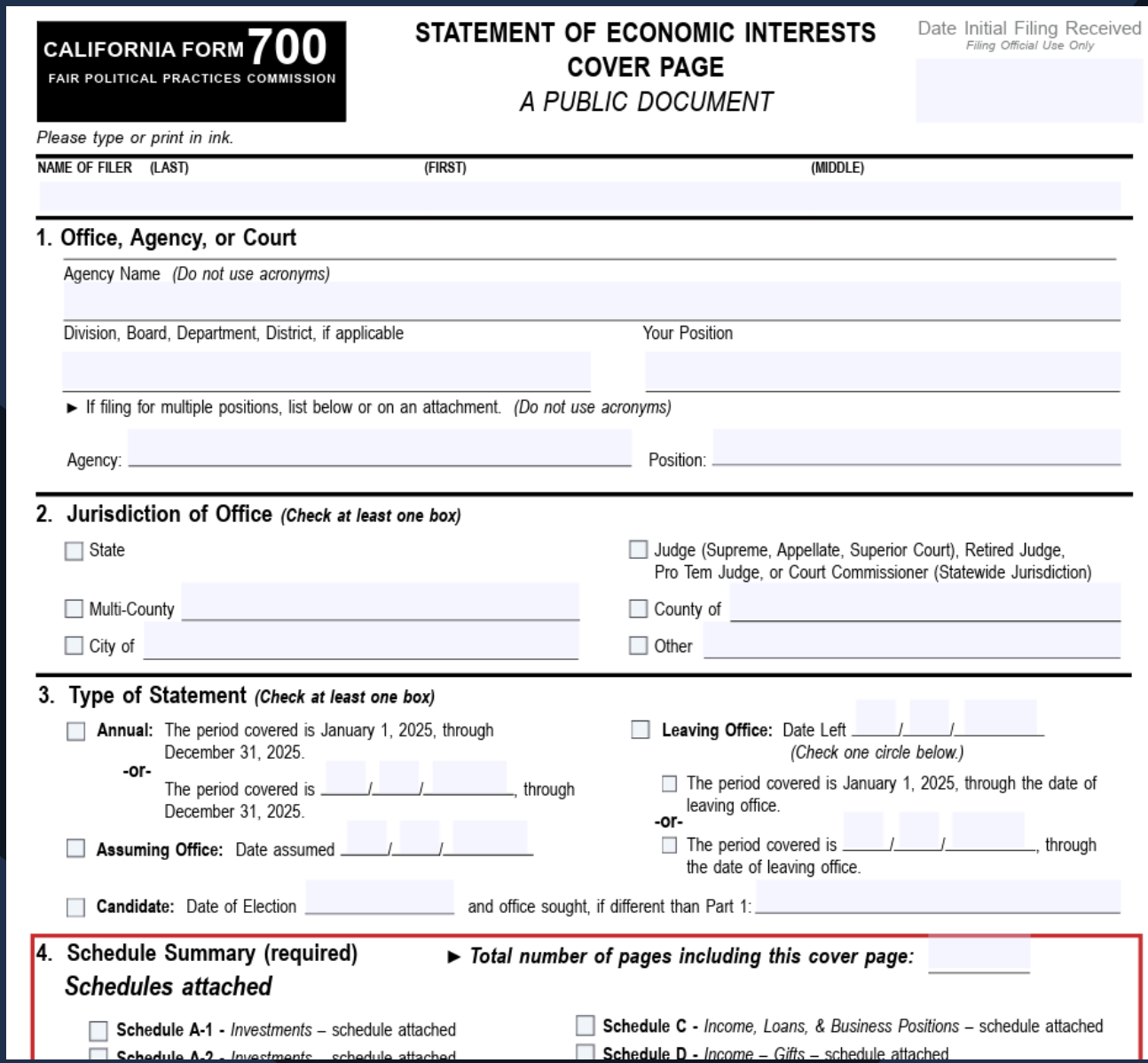
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6.3 days

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SPECIAL PROJECTS

Future Leaders Program

An Executive Committee Meeting was held, and unfortunately the program did not receive enough applicants to move forward. Direction from the Executive Committee was to create an alternative option for those who applied to participate. Full launch of the program will occur during the Fall semester.



City Clerk's Office

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