



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

December 16, 2025
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:

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

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. SWEARING IN OF TWO NEW POLICE OFFICERS

Jason Wines, Chief of Police will swear in two new officers: Christian Bean, and Adrian Lee.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 4** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. RESOLUTION RECOGNIZING JENNIFER COOPER FOR HER OUTSTANDING COMMITMENT TO CIVIC ENGAGEMENT AND YOUTH INVOLVEMENT IN LOCAL GOVERNMENT

The City Council shall consider adopting a resolution recognizing Jennifer Cooper, teacher at Ophir Elementary School, for her longstanding partnership with the City Clerk's Office to bring students to lead the Pledge of Allegiance at City Council meetings. Ms. Cooper's commitment has meaningfully advanced youth civic engagement in the Oroville community.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9425 - A RESOLUTION OF THE OROVILLE CITY COUNCIL RECOGNIZING JENNIFER COOPER FOR HER OUTSTANDING COMMITMENT TO CIVIC ENGAGEMENT AND YOUTH INVOLVEMENT IN LOCAL GOVERNMENT.

2. IMPLEMENTATION OF BADGE READERS AT CITY HALL

This report provides an informational update regarding the implementation of electronic badge readers throughout City Hall. The new protocol requires employees to "badge" into the building and establishes a process for visitors to check out a temporary badge while conducting business at City Hall. The purpose of this protocol is to enhance the overall safety and security of employees, visitors, and City facilities.

ACTION REQUESTED –

ACCEPT FOR INFORMATION.

3. ADOPTION OF ORDINANCE 1840 TO ADOPT THE 2025 CALIFORNIA BUILDING STANDARDS CODE TITLE 24, PARTS 1 THROUGH 12

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

ACTION REQUESTED -

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

4. APPROVAL OF CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the Regular meeting minutes from the 12.02.2025 and the amended minutes of the 10.21.2025 City Council meeting.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

5. 2026 RECOLOGY SERVICE RATE INCREASE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE

The City Council shall receive an update on the Recology service rate increase for the collection and disposal of solid waste that will become effective January 1, 2026

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

6. LAND LEASE EXTENSIONS AND ASSIGNMENTS FOR PARCEL NUMBERS: 030-260-043, 030-260-066, 030-260-060 AND 030-260-067

The City Council shall consider extending the land lease terms associated with three parcels through November 20, 2055: 030-260-043, 030-260-066 and 030-260-060. All three of these parcels are leased by the Northwest Lineman College. In addition, the Council shall consider assigning the existing land lease associated with parcel number 030-260-067 Kilo and Echo LLC (which has a term through November 20, 2055).

ACTION REQUESTED -

APPROVE RESOLUTION NO. 9426 AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE LAND LEASE EXTENSIONS FOR PARCELS: 030-260-043, 030-260-066, 030-260-060 WITH THE NORTHWEST LINEMAN COLLEGE AND AN ASSIGNMENT OF THE LAND LEASE ASSOCIATED WITH PARCEL 030-260-067 TO KILO AND ECHO LLC.

7. ELECTED OFFICIALS' TRANSPARENCY AND ACCOUNTABILITY

At the request of Council Member Johnstone and Council Member Webber, Council shall review and consider adding language to the Elected Officials Guiding Principles handbook regarding elected officials' transparency and accountability. In addition, consideration shall be given regarding adding language to the Municipal Code.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

8. ANNUAL USE OF “MILITARY EQUIPMENT” AS DEFINED IN THE OROVILLE MUNICIPAL CODE

In accordance with Ordinance No. 1865, the Oroville Police Department shall annually submit a Military Equipment Report. This report shall be submitted and publicly released, and within 30 days hold at least one well-publicized and conveniently located meeting, where the public can ask questions.

ACTION REQUESTED -

RECEIVE PUBLIC INPUT AND APPROVE REPORT

9. 2025 HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM INCOME ONLY GRANT APPLICATION

The City Council shall consider the submittal of an application to the State Department of Housing and Community Development (HCD) for the 2025 HOME Investment Partnerships Program (HOME) Program Income Only in the amount of \$1,524,764 of current program income and the amount of \$475,236 of additional recurring program income for a total of \$2,000,000 for First Time Homebuyer Program subsidy assistance.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9427 - AUTHORIZING THE SUBMITTAL OF AN PROGRAM INCOME ONLY APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM.

10. REINSTATEMENT OR FORECLOSURE OF CITY-OWNED 1708 BLUFFS DRIVE

The City Council shall consider reinstating or initiating foreclosure proceedings related to the City of Oroville's interest in the Deed of Trust against the property located at 1708 Bluffs Drive (APN 031-360-031).

ACTION REQUESTED -

DIRECT STAFF TO REINSTATE BORROWER'S PAST DUE AMOUNT WITH PRIMARY MORTGAGE AND EXECUTE A LOAN AGREEMENT IN THAT AMOUNT; IF THAT IS DETERMINED NOT TO BE FEASIBLE; THEN

APPROVE THE ADOPTION OF RESOLUTION NO. 9428 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE DIRECTOR OF BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 1708 BLUFFS DRIVE, OROVILLE (APN 031-360-031).

11. POSITION REASSIGNMENT – ACCOUNTING TECHNICIAN TO INFORMATION TECHNOLOGY ANALYST

The City Council shall consider reassigning a currently vacant Accounting Technician position from the Finance department to the Information Technology department for an Analyst position.

ACTION REQUESTED –

APPROVE A BUDGET TRANSFER OF A POSITION FROM THE FINANCE TO THE INFORMATION TECHNOLOGY DEPARTMENT.

12. APPROVAL OF DEPARTMENT OF JUSTICE TOBACCO INSPECTION GRANT AND MEMORANDUM OF UNDERSTANDING FISCAL YEAR 2025-26 (RFP: DOJ-PROP56-2025-26-1)

The City Council shall consider approving the Department of Justice Tobacco Inspection Grant and Memorandum of Understanding fiscal year 2025-26, RFP: DOJ-PROP56-2025-26-1 for \$123,622.

ACTION REQUESTED -

APPROVE THE DEPARTMENT OF JUSTICE TOBACCO GRANT AND MEMORANDUM OF UNDERSTANDING FISCAL YEAR 2025-26 (RFP: DOJ-PROP56-2025-26-1)

13. TEMPORARY DELEGATION OF SIGNING AUTHORITY TO SENIOR ENGINEER AND PROJECT MANAGER, TIM KABER AND 5% OUT OF CLASS COMPENSATION

The City Council shall consider temporarily delegating Senior Engineer and Project Manager, Tim Kaber, the same signing authority that is typically granted to the City Engineer, for the duration of time that the City Engineer position is vacant and being actively recruited. Along with this responsibility, Staff recommend compensating Mr. Kaber with a 5% out of class pay increase. This temporary delegation of authority will allow Mr. Kaber to sign engineering-related documents, approvals, and correspondence necessary to keep capital projects, development review, and regulatory compliance tasks moving forward without interruption. The delegation would remain in effect until a new City Engineer is appointed or the City Council takes further action.

ACTION REQUESTED –

APPROVE TEMPORARY DELEGATION OF SIGNING AUTHORITY TO SENIOR ENGINEER AND PROJECT MANAGER, TIM KABER; AND

5% OUT OF CLASS COMPENSATION.

14. TERM AMENDMENT OF VICE MAYOR ERIC SMITH TO THE BUTTE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT BOARD OF TRUSTEES

The City Council shall consider amending the reappointment of Vice Mayor Eric J. Smith to the Butte County Mosquito & Vector Control District Board of Trustees to ensure compliance with statutory term requirements beginning January 2026. On December 2, Council appointed Vice Mayor Smith to a one-year term. However, it was discovered that the term must be either a two or four-year appointment.

ACTION REQUESTED -

REAPPOINT VICE MAYOR ERIC J. SMITH TO THE BUTTE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT BOARD OF TRUSTEES TO SERVE A TWO YEAR TERM COMMENCING AT NOON ON THE FIRST MONDAY OF JANUARY 2026 THROUGH DECEMBER 2027, IN ACCORDANCE WITH HEALTH & SAFETY CODE §2024(A); OR

REAPPOINT VICE MAYOR ERIC J. SMITH TO THE BUTTE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT BOARD OF TRUSTEES TO SERVE A FOUR YEAR TERM COMMENCING AT NOON ON THE FIRST MONDAY OF JANUARY 2026 THROUGH DECEMBER 2029, IN ACCORDANCE WITH HEALTH & SAFETY CODE §2024(A).

PUBLIC HEARINGS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
 - i. Business Assistance and Housing Development Monthly Report – November 2025
 - ii. Fire Department Monthly Statistical Report - November 2025
 - iii. PG&E Notice of Application for Review of Recovery Costs Associated with the Kincade and Dixie Fire

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on January 6, 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: BRIAN RING, CITY ADMINISTRATOR

**RE: RESOLUTION RECOGNIZING JENNIFER COOPER FOR HER
OUTSTANDING COMMITMENT TO CIVIC ENGAGEMENT AND
YOUTH INVOLVEMENT IN LOCAL GOVERNMENT**

DATE: DECEMBER 16, 2025

SUMMARY

The City Council shall consider adopting a resolution recognizing Jennifer Cooper, teacher at Ophir Elementary School, for her longstanding partnership with the City Clerk's Office to bring students to lead the Pledge of Allegiance at City Council meetings. Ms. Cooper's commitment has meaningfully advanced youth civic engagement in the Oroville community.

DISCUSSION

For many years, Ms. Jennifer Cooper has collaborated closely with the City Clerk's Office to coordinate opportunities for her students to attend City Council meetings and lead the Pledge of Allegiance. These visits have provided hundreds of elementary-aged children with early, positive exposure to local government and have created a welcoming bridge between the City and the youth of Oroville.

Ms. Cooper's initiative has helped establish a valued tradition at Council meetings—one that both enriches the meeting environment and fosters civic pride among participating students and their families. Her consistency, enthusiasm, and professionalism have ensured a smooth partnership with City staff and a meaningful experience for students.

FISCAL IMPACT

None.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9425 - A RESOLUTION OF THE OROVILLE CITY COUNCIL RECOGNIZING JENNIFER COOPER FOR HER OUTSTANDING COMMITMENT TO CIVIC ENGAGEMENT AND YOUTH INVOLVEMENT IN LOCAL GOVERNMENT.

ATTACHMENTS

Resolution No. 9425

RESOLUTION NO. 9425

**A RESOLUTION OF THE OROVILLE CITY COUNCIL RECOGNIZING JENNIFER COOPER
FOR HER OUTSTANDING COMMITMENT TO CIVIC ENGAGEMENT AND YOUTH
INVOLVEMENT IN LOCAL GOVERNMENT**

WHEREAS, the City of Oroville values civic participation and strives to create opportunities for meaningful engagement between local government and the youth of our community;

WHEREAS, Ms. Jennifer Cooper, a dedicated and inspiring educator at Ophir Elementary School, has for many years partnered with the City Clerk’s Office to bring students from her class to lead the Pledge of Allegiance at Oroville City Council meetings;

WHEREAS, through her initiative, countless elementary-aged students have had the opportunity to visit City Hall, stand before their elected officials, and take part in an important civic tradition, fostering pride, confidence, and early understanding of public service;

WHEREAS, Ms. Cooper’s efforts have strengthened the relationship between the City of Oroville and its youth by providing students a firsthand experience with local government, helping them build the knowledge and comfort that encourage future participation as informed community members;

WHEREAS, research and experience alike show that early exposure to government processes increases civic literacy, promotes community awareness, and helps young people develop a lifelong interest in contributing to the wellbeing of their city; and

WHEREAS, Ms. Cooper’s dedication extends far beyond arranging classroom visits—her enthusiasm, preparation, and support ensure students feel welcomed, included, and empowered during their interactions with the City Council;

WHEREAS, her commitment exemplifies the positive impact educators can have in building the next generation of leaders, voters, and engaged citizens; and

WHEREAS, the City Council of the City of Oroville wishes to formally recognize Ms. Cooper’s exceptional contributions to youth civic engagement and express its deep appreciation for her partnership with the City Clerk’s Office.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oroville hereby recognizes and honors Jennifer Cooper for her outstanding service to the students of Ophir Elementary School and to the community of Oroville through her steadfast commitment to promoting youth involvement in local government.

PASSED AND ADOPTED by the City Council of the City of Oroville on this 16th day of December, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF OROVILLE
RESOLUTION NO. 9425

APPROVED AS TO FORM:

David Ritchie, Assistant City Attorney

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS
FROM: MEGAN WILLIAMS, HUMAN RESOURCES ANALYST
RE: IMPLEMENTATION OF BADGE READERS AT CITY HALL
DATE: DECEMBER 16, 2025

SUMMARY

This report provides an informational update regarding the implementation of electronic badge readers throughout City Hall. The new protocol requires employees to “badge” into the building and establishes a process for visitors to check out a temporary badge while conducting business at City Hall. The purpose of this protocol is to enhance the overall safety and security of employees, visitors, and City facilities.

DISCUSSION

In an effort to improve building security and better monitor access to non-public areas, the City has installed badge readers at designated entry points within City Hall. The protocol supports two primary user groups: City employees and visitors.

Employee Access

City employees have been issued individual access badges that allow them to enter City Hall through designated secured entrances. These badges:

- Are unique to each employee and tied to their department/role.
- Track entry times and locations for security and emergency response purposes.
- Help ensure that only authorized personnel can access restricted or staff-only areas.

The focus of this report, however, is on the visitor access component of the new badge protocol.

Visitor Check-In and Badge Process

To maintain a welcoming environment while improving safety, a visitor badge check-out process has been established at the main public entrance to City Hall. Under this protocol:

- Visitors will be greeted at the front counter and asked to sign in and state the purpose of their visit (e.g., meeting with a specific department, attending an appointment, delivering documents, etc.).
- Visitors will be issued a temporary visitor badge to wear while inside City Hall.
- The badge will identify them as an authorized visitor and may be programmed to grant access only to appropriate areas, as needed.
- At the conclusion of the visit, the badge must be returned to the front counter so it can be checked back in and prepared for future use.

This protocol is designed to:

- Increase situational awareness of who is in the building at any given time.
- Provide an additional layer of security for employees and the public.
- Support more effective emergency response and evacuation accounting.
- Maintain a professional, organized approach to visitor management.

Public Meetings and General Access

The City remains committed to providing open and accessible public meetings in compliance with the Brown Act and other applicable laws. The visitor badge protocol is not intended to restrict lawful public access, but to provide a structured process for those entering City Hall for business, appointments, or staff interaction.

Staff will continue to refine procedures as needed to ensure the visitor badge process is efficient, easy to understand, and minimally disruptive to the customer service experience, while still meeting the overall goal of enhanced safety and security.

FISCAL IMPACT

None.

ACTION REQUESTED –

ACCEPT FOR INFORMATION.

ATTACHMENTS

None



City of Oroville Visitor Access Protocol

Purpose

To safeguard government personnel, property, and sensitive information by regulating and monitoring visitor access to secure areas.

Scope

This protocol applies to all non-government personnel visiting the facility, including contractors, vendors, consultants, and guests.

Visitor Registration

- All visitors must check in at the designated security checkpoint or reception area.
- A valid government-issued photo ID is required for entry.
- Visitors must provide the name of their host, purpose of visit, and expected duration.
- A visitor log will be maintained and reviewed regularly.

Temporary Door Access Cards

- Visitors requiring access beyond public areas will be issued a temporary door access card.
- Access cards will be programmed for specific zones and timeframes based on visit purpose.
- Cards must be worn visibly at all times while on premises.
- Visitors must return access cards upon exit. Failure to do so may result in access suspension or further review.
- Lost or damaged cards must be reported immediately to Security.

Escort and Access Restrictions

- Visitors must be escorted by authorized personnel unless prior clearance is granted.
- Access to classified or restricted areas is strictly prohibited without appropriate clearance and written authorization.
- Hosts are responsible for ensuring visitors comply with all access limitations.

Visiting Hours

- Standard visiting hours are Monday to Friday, 8:00 AM to 5:00 PM.
- Visits outside these hours require prior approval from the Facility Security Officer (FSO).

Conduct and Compliance

- Visitors must adhere to all facility rules, including:

- No photography or recording without written permission.
 - No use of personal electronic devices in secure zones.
 - Compliance with all posted signage and verbal instructions from staff.
- Any violation may result in immediate removal and notification to appropriate authorities.

Emergency Procedures

- Visitors will receive a briefing on emergency exits and protocols.
- In case of evacuation, visitors must follow staff instructions and exit promptly.

Recordkeeping and Audits

- Visitor logs and access card issuance records will be retained for a minimum of 12 months.
- Periodic audits will be conducted to ensure compliance with this protocol.

Visitor Acknowledgment

I acknowledge that I have read, understood, and agree to comply with the Government Facility Visitor Access Protocol. I understand that failure to follow these guidelines may result in revocation of access privileges and further action.

Visitor Name:

Organization (if applicable):

Date of Visit:

Signature:



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: ADOPTION OF ORDINANCE 1840 TO ADOPT THE 2025 CALIFORNIA BUILDING STANDARDS CODE TITLE 24, PARTS 1 THROUGH 12

DATE: DECEMBER 16, 2025

SUMMARY

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

DISCUSSION

The 2025 edition of the California Building Standards Codes ("The Code") were published on July 1, 2025. A public hearing was publicly noticed for the November 18, 2025 meeting and was opened and held for a first reading on a future date. The first reading of Ordinance 1840 was held on December 2, 2025, and was approved for adoption at the next meeting. The new code will go into effect un-amended on January 1, 2026 unless the City specifically adopts this most current edition by ordinance. This specific adoption allows the City to make more restrictive amendments to The Code as allowed (with findings), or to adopt specific appendices provided in the Code for clarification. The specific codes and the corresponding amendments (attached as Exhibit A) are published by reference in Chapter 15, division 1 of the City of Oroville Municipal Code.

FISCAL IMPACT

There is no fiscal impact to the city

ACTION REQUESTED -

ADOPT ORDINANCE 1840 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, KNOWN AS THE CALIFORNIA BUILDING STANDARDS

CODE PARTS 1 THROUGH 12 AND THE UNIFORM HOUSING CODE 1997 EDITION, AND THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS 1997 EDITION AND THE 2019 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND AMENDING CERTAIN PORTIONS OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24

ATTACHMENTS

Ordinance No. 1840

EXHIBIT “A”

CITY OF OROVILLE ORDINANCE NO. 1840

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

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

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

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

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

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

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

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

A. Amend Section 105.3.3 as follows:

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

B. Section is added to read as follows.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Administrative fines

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

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

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

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

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

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

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

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

Residential Width

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N. Section 509.1.1 is added to read as follows:

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

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

Section ~~903.3.1912.7~~ Inspectors Test Valves. Inspector test valves shall be provided for each system and located the furthest point away from the sprinkler riser.

P. Section 5003.6.1 is added to read as follows:

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

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

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

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

§ 15.60.040 **Express findings.**

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

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

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

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

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

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

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

SECTION 2: Repeal Ordinance 1840

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

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

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

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

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, Asst. City Attorney

Kayla Reaster, Asst. City Clerk

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

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

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

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

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

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

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

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

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

A. Amend Section 105.3.3 as follows:

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

B. Section is added to read as follows.

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

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

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

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

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

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

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

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

E. Sections 324.1 through 324.77 are added to read as follows:

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

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

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

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

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

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

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

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

3. Applicants returning from the previous year may have first priority in the application process.

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

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

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

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

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

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

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

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

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

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

- ii. When the conditions outlined are believed to exist, the City Administrator, Fire and Police Chiefs shall meet to affirm. If conditions are affirmed, notice will go out to the community and all vendors. The temporary prohibition shall remain in effect until conditions improve, and public safety risks are reduced to an acceptable level.
- 9. Penalties associated with violations of this and the **Health and Safety Code**, are outlined in Section 12700 of said code.
- 10. In addition to any criminal proceedings, each person who is found to be in possession of, use, store or intent to sell illegal fireworks, shall be subject to civil penalties including administrative fines. Said fines issued shall be due and payable in accordance to Chapter 2.28 of the Oroville Municipal Code. Payment of the fines shall not excuse the cite from the duty to immediately correct the violation of the code.
Administrative fines
 - a. First offense: \$1,000 per device.
 - b. Second offense: \$2,000 per device.
 - c. Third offense: \$4,000 per device.

** Additional offenses shall result in a fine double of the fine of which they have previously been assessed.
- 11. All unsold stock and accompanying litter shall be removed from the City by 12:00 noon on the 10th of July. Proof of removal must be furnished to the City's Fire Department.
- 12. The safe & sane fireworks stand shall be removed from the temporary location by 12:00 noon on the 10th day of July, and all accompanying litter shall be cleared from such location by such time and date.

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

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

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

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

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

Residential Width

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

Nonresidential Width

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

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

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

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

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

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

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

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

- a. Both sides of fire lanes shall be red curbed when the fire lane is twenty (20) to twenty-eight (28) feet in width.
- b. At least one side of a fire lane shall be red curbed and stenciled when the fire lane is over twenty-eight (28) and up to thirty-six (36) feet in width.
- c. Curbs need not be painted red nor stenciled when the fire lane is more than thirty-six (36) feet in width.

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

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

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

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

Section 505.1.1 Multi-Tenant Buildings. Numbers or letters shall be designated on all occupancies within a building. Size shall be one-quarter-inch (1/4") stroke by two inches

(2") high and on a contrasting background. Directional address numbers or letters shall be provided. Said addresses or numbers shall be posted at a height no greater than 5 feet, 6 inches (5' 6") above the finished floor and shall be either internally or externally illuminated in all new construction.

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

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

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

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

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

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

M. Section 407.5 is added to read as follows:

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

N. Section 509.1.1 is added to read as follows:

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

O. Section 912.7 is added to read as follows:

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

P. Section 5003.6.1 is added to read as follows:

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

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

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

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

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

§ 15.60.040 **Express findings.**

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

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

October to April. Low level fog (tulle-fog) is present throughout the winter months, which brings visibility to almost zero feet. The fog delays emergency responders. The fog can also cause freezing and slick roadways. During the summer months there is generally no measurable precipitation. Temperatures for this dry period range from 70 to 112 degrees F and are frequently accompanied by light to gusty Delta winds. The relative humidity during the summer months range from 2 to 30 mm Hg, which is classified as arid.

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

C. Express Finding Number 3—Topographical. The city features include open space, drainage canals, components of the Oroville Dam and its water handling systems, highways, and railroad tracks. Traffic has to be channeled around several of these topographical features and limitations which create traffic congestion and delays in emergency response. These features are located between the Fire Station located within the city and our Automatic Aid partners CalFire and El Medio. Heavy traffic congestion on the city streets already acts as a barrier to timely response for fire and emergency vehicles. In the event of an accident or other emergency at one of the key points of intersection between a road and freeway, sections of the city could be isolated or response times could be sufficiently slowed so as to increase the risk of injury or damage. (**Ord. 1879**, 5/7/2024; **Ord. 1887**, 3/18/2025)

O. 15.22.020 Adoption of the International Property Maintenance Code
The 2018 International Property Maintenance Code, as published by the International Code Conference is hereby adopted and incorporated by reference.

P. Adoption of the California Wildland-Urban Interface Code
The 2025 California Wildland-Urban Interface Code, Code of Regulations Title 24 Part 7, is hereby adopted and incorporated by reference.

SECTION 2: Repeal Ordinance 1840

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

SECTION 4: Effective Date. This ordinance, following its adoption, shall be published as provided by law and by its terms herein, shall be effective 30 days after its adoption, but no

sooner than January 1, 2026 and shall remain in full force and effect unless otherwise changed by appropriate amending ordinance.

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

Introduced and the first reading waived at a regular meeting of the Oroville City Council on the 16 Day of December, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, Assistant City Attorney

Kayla Reaster, Assistant City Clerk



Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

October 21, 2025

**AMENDED
REGULAR MEETING
MINUTES**

CALL TO ORDER / ROLL CALL

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

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 – Four Cases.

Council Member Scott Thomson recused himself on one item regarding potential exposure to litigation due to a property interest.

2. Pursuant to Government Code Section 54957, the Council met with the Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees

OPEN SESSION

1. Announcement from Closed Session – No reportable action.
2. Pledge of Allegiance – led by Council Member Reynolds.
3. Changes/Corrections to the Agenda – None.
4. Recusals – None.
5. Adoption of Agenda –

Motioned by: Council Member Goodson

Seconded by: Vice Mayor Smith

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

NOES: None

ABSENT: None

ABSTAINED: None

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Rhonda Magnussen; Skipper Clark; Bill Speer; Brian Wong.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Council Member Webber: Spoke on the Friday “Spooktacular” event in Downtown Oroville. He stated it was a great event that was well put together. The following day there was the Halloween parade downtown which Council Member Webber stated it was fun with an amazing turn out. He personally thanked Tracy Grant for her assistance it both events.

Mayor Pittman: Shared an idea he’s been working on that is a conceptual idea at this point. It is in coordination with the Rainforest Art Project. The idea is to put mosaic panels up on the Oroville Dam where the cement blocks are along the top of the dam area. He stated the Rotary and the Butte County Housing Authority is in support of the idea. The Mayor would like to explore the idea further and he received general consensus from Council to continue exploring the project.

Vice Mayor Smith: Mentioned he’d like to have the 250th 4th of July event on the Oroville Dam, if possible.

2. Administration Reports

Chris Tenns, Fire Chief: Presented a plaque to Amy Bergstrand, who they explained has been instrumental to the success of the Fire Department.

Jason Wines, Chief of Police: No vacancies remaining in the officer ranks. There is one Lieutenant position that is being used to hire a detective. Coffee with a Cop event happened at Starbucks and was successful. He mentioned that the Community Connect platform is slated to go live in January of 2026. There was personnel from the PD who toured the Yuba City evidence facility and they are using that facility to inform the design and layout for a potential new evidence facility for the Oroville evidence facility. Statistics were provided to Council for the month of October and it is estimated that the PD receives around 4,000 calls for service monthly.

Alyssa Stutz, Director of Public Works: Report provide to Council, uploaded and reflected as an attachment to these minutes.

Ron Belser, Director of Code Enforcement: Stated the graffiti on the bike trail is addressed every couple of weeks, and the Code Enforcement staff will be painting over the graffiti soon.

Brian Ring, City Administrator: Notified Council that a representative from The Ferguson group will be here next Thursday, October 30, 2025 if any Council Members would like to meet with them or send over any issues they’d like to have addressed.

CONSENT CALENDAR

Consent calendar **items 1 – 6** were adopted in one action by the Council. Items 2 and 4 were pulled for consideration and a separate vote:

Motioned by: Vice Mayor Smith

Seconded by: Council Member Goodson

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

NOES: None

ABSENT: None

ABSTAINED: None

1. **RESOLUTION RECOGNIZING THE GRAND OPENING OF E CENTER'S CORPORATE OFFICE**

The City Council adopted Resolution No. 9413- recognizing the grand opening of E Center's new corporate office, a regional hub dedicated to fostering community innovation, workforce development, and economic growth across Yuba, Sutter, Butte, Yolo, Lake, Glenn, and Tehama Counties.

2. **AGREEMENT WITH OURENERGY**

The City Council approved Agreement No. 3570 with OurEnergy, LLC to continue technical consulting services for the City's participation in PG&E's Microgrid Incentive Program (MIP) in an amount not-to-exceed \$25,000.00. The new agreement replaces a prior contract that expired on June 30, 2025, and authorizes the use of remaining previously appropriated funds to complete the next phase of work—development and submission of the MIP Tranche 2 grant application for the Oroville Municipal Airport.

Motioned by: Vice Mayor Smith

Seconded by: Council Member Goodson

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

NOES: None

ABSENT: None

ABSTAINED: None

3. **HANGAR LEASE RENEWALS FOR BUTTE COUNTY SHERIFF'S OFFICE AVIATION AND MARINE UNITS – OROVILLE MUNICIPAL AIRPORT** Item 4.

The City Council approved new hangar lease agreements with the County of Butte, on behalf of the Butte County Sheriff's Office (BCSO), for continued use of two hangars located at 205 and 405 Chuck Yeager Way at the Oroville Municipal Airport.

4. **AMENDMENT NO. 3 TO THE CONTRACT WITH BUTTE CONSTRUCTION COMPANY FOR THE MISSION ESPERANZA PROJECT**

The City Council approved Resolution No. 9412 amending the construction contract (A-3467-2) with Butte Construction Company to cover the additional costs of the final construction phase of the Mission Esperanza project in an amount not to exceed \$3,056,649, plus a 10% contingency for a total amount of \$3,396,277.

Motioned by: Vice Mayor Smith

Seconded by: Council Member Goodson

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

NOES: None

ABSENT: None

RECUSED: Council Member(s) Reynolds and Webber

5. **REIMBURSEMENT REQUEST – OVERSEAS TRAVEL TO REVIEW BIOMASS AND WASTE-TO-ENERGY TECHNOLOGIES**

The City Council approved the reimbursement of certain costs associated with international travel to London, England, and Venice, Italy, to review energy-related technologies that may have application within the City of Oroville's developing renewable-energy and waste-management framework in an amount not-to-exceed \$3462.00. During this trip, scheduled for November 7 - November 15, 2025, staff will meet with BREI project partners and review comparable operations that support the City's planned local biomass and solid-waste-to-energy initiatives.

6. **APPROVAL OF THE 10.07.2025 CITY COUNCIL REGULAR MEETING MINUTES**

The City Council approved the drafted 10.07.2025 City Council Regular Meeting Minutes.

REGULAR BUSINESS

7. APPROVAL OF NEW MUSEUM ASSISTANT JOB DESCRIPTION

The City Council approved the new Seasonal Museum Assistant job description and moved the current 0.7 FTE seasonal worker position from Parks and Trees, to Museums. This position is proposed to provide flexible, seasonal support to the City's museums, assisting with visitor services, volunteer coordination, and preservation of cultural exhibits across multiple sites. The position will help ensure that facilities remain open, welcoming, and well-staffed during periods of higher public demand such as weekends, holidays, and special events. This 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

ABSENT: None

ABSTAINED: None

8. APPROVAL OF UPDATED MASTER SALARY SCHEDULE

The City Council approved an updated Master Salary Schedule reflecting the addition of the recently approved classifications of City Engineer and Seasonal Museum Assistant 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

ABSENT: None

ABSTAINED: None

9. APPROVAL OF CONTRACT WITH DUKE SHERWOOD CONTRACTING FOR CONSTRUCTION OF THE MONTGOMERY ROUNDABOUT IMPROVEMENT PROJECT

The City Council approved Agreement No. 3572 for the Montgomery Street Roundabout Improvement Project to Duke Sherwood Contracting, the lowest responsive and responsible bidder, and authorized the Mayor to execute the contract on behalf of the City 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

ABSENT: None

ABSTAINED: None

10. APPROVAL OF CONTRACT WITH ALPHACM FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MONTGOMERY ROUNDABOUT IMPROVEMENT PROJECT

The City Council approved Agreement No. 3571 with AlphaCM to provide construction management, inspection, and materials testing services for the Montgomery Street Roundabout Improvement Project and authorized the Mayor to execute the agreement on behalf of the City 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

ABSENT: None

ABSTAINED: None

11. OROVILLE MUNICIPAL CODE CONSIDERATIONS REGARDING DRIVEWAY CULVERT MAINTENANCE RESPONSIBILITY

Direction provided to staff: General consensus to from the City Council was that the culverts located on private property are the responsibility of the property owner. Additional direction was given to explore funding options such as the Owner-Occupied Rehabilitation Program for those who may be effected or unable to cover costs out of pocket.

12. CITY PARK DESIGNATION

The City Council directed staff to conduct further analysis into designating part of the levy as a wildlife preserve. This would allow for better funding options to be explored.

PUBLIC HEARINGS

13. 5:15PM – AMENDMENT TO OMC CHAPTER 5.06 – ALIGN BID BILLING/DUE DATES WITH BUSINESS LICENSE FEES; REPLACE NEW-BUSINESS WAIVER WITH PRORATION

Opened at: 5:20PM

Closed at: 5:24PM

The City Council conducted a public hearing and considered introducing an ordinance amending Oroville Municipal Code (OMC) Chapter 5.06 (Downtown Oroville Business Improvement District) to:

1. Align the collection of BID assessments with business license fees by making BID assessments due January 31 each year (billed January 1); and
2. Replace the existing first-year new-business waiver with a proration method based on the number of months remaining in the calendar year, counting the initiation month as a full month. (Existing provisions to be amended: OMC § 5.06.070 and OMC § 5.06.080.).

The City Council introduced, read by title only, and waived further reading of an ordinance amending OMC § 5.06.070 and OMC § 5.06.080 as described; and directed staff to return at the next regular meeting for adoption and to implement associated administrative updates by the following vote:

Motioned by: Vice Mayor Smith

Seconded by: Council Member Goodson

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

NOES: None

ABSENT: None

ABSTAINED: None

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

Item 4.

No additional public comment received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items –

Vice Mayor Smith: Would like the City staff to explore creating a policy for dilapidated equipment such as the old historic Buick kept at the Lott Home, and the 1911 Fire Apparatus truck at the Fire Department. He would also like to explore potential MOU opportunities with potential partnering agencies to tackle the Museums and the costs of upkeep.

2. Correspondence

i. Business Assistance and Housing Development Monthly Report

ADJOURN THE MEETING

The meeting was adjourned at: 6:19PM

Kayla Reaster, Asst. City Clerk

David Pittman, Mayor



**December 02, 2025
REGULAR MEETING
MINUTES**

CALL TO ORDER / ROLL CALL

Council Members: Chuck Reynolds (absent due to illness), 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 – Three cases.
2. Pursuant to Government Code Section 54957, the Council met with the Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees.
3. Pursuant to Government Code Section 54957.6, the Council met with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All Represented Units.

OPEN SESSION

1. Announcement from Closed Session – Direction given to staff; no reportable action taken.
2. Pledge of Allegiance – led by students from Ophir Elementary School.
3. Changes/Corrections to the Agenda – Item #8 withdrawn from appellant.
4. Recusals – Vice Mayor Smith recused himself from agenda item #2.
5. Adoption of Agenda –

Motioned by: Council Member Goodson

Seconded by: Vice Mayor Smith

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Reynolds

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Rhonda Magnusson, Brian Wong, Bill Speer.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Council Member Webber: Spoke on the toy drive. There was a total of 14.5 carts filled with toys to distribute in the community. They will be distributed to the Oroville Resource Center and Rescue Mission families. Distribution of the toys will happen on December 20th. He reminded the public that the OCDC meeting will be held on December 8th at the Stream Charter School gym. The topic of discussion will be biomass.

Vice Mayor Smith: Reminded the public that the annual Parade of Lights will be held on December 13th at 6PM.

Mayor Pittman: Stated the biomass presentation he attended in Sacramento was very informational. He is happy to share more information with those interested.

2. Administration Reports

Amy Bergstrand, Director of Business Assistance and Housing: Notified the Council were 19 guests in the congregate shelter at the Rescue Mission, with 18 being in the pallet shelters.

Brian Ring, City Administrator: The Oroville Area Fire Safe Council will have outreach coming soon on our social media. Reminded the Council of the upcoming Chico State Economic Forecast conference due to be held on January 15, 2026 from 9AM-3PM.

Alyssa Stutz, Director of Public Works: Announced CalWater is finishing the striping on Washington Avenue on 12.03.2025. The Airport Crack Seal and Runway project was kicked off. The Coventry/Highlands drainage project is wrapping up soon. The Lake Oroville Area Public Utility District project that has kept Lincoln Boulevard closed for much of the last couple of weeks should be wrapped up that night. The Montgomery roundabout project has been delayed due to the cold temperatures. They are looking to pick the project back up in March/April 2026 when temperatures warm up.

Ron Belser, Director of Code Enforcement: Provided a November statistic update to the Council. Spoke on a warrant that was issued on a house on Lincoln Blvd and Marysville Baggett Road. There were 15 squatters inside of the residence.

CONSENT CALENDAR

Consent calendar **items 1, 3 & 4** were adopted in one action by the Council.

Motioned by: Council Member Goodson

Seconded by: Vice Mayor Smith

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Reynolds

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

The City Council approved the award of a contract (Agreement No. 3574) to Wood Rodgers, Inc. of Roseville CA, for an Engineering and Traffic Survey (E&TS) Report.

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

The City Council approved a second amendment to Agreement No. 3242 with Robert T. Marciniak (Marciniak Consulting Services) for services related to the administration of the Supplemental Benefits Fund. The City Council also approved Resolution No. 9422 by the following vote:

Motioned by: Council Member Goodson

Seconded by: Vice Mayor Smith

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

NOES: None

RECUSED: Vice Mayor Smith

ABSENT: Council Member Reynolds

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

The City Council approved the purchase of two Quality Network Appliance Provider (QNAP), 240 terabyte, network storage devices. The devices are used for evidence storage of forensic downloads.

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

The City Council approved the November 18, 2025 City Council regular meeting minutes.

REGULAR BUSINESS

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

The City Council reappointed Vice Mayor Eric J. Smith to the Butte County Mosquito & Vector Control District Board of Trustees with a term January 1, 2026-December 31, 2026 to ensure compliance with statutory term requirements beginning January 2026 by the following vote:

Motioned by: Council Member Goodson

Seconded by: Council Member Webber

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Reynolds

6. 2025 STATE AND FEDERAL LEGISLATIVE UPDATE

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

PUBLIC HEARINGS

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

Remained open from the November 18, 2025 City Council meeting.

Public Hearing closed at 5:11PM

The City Council introduced and waived the first reading of Ordinance 1840 to adopt the California Building Standards Code Title 24, Parts 1 through 12 by the following vote:

Motioned by: Council Member Goodson

Seconded by: Council Member Johnstone

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

NOES: None

ABSTAINED: None

ABSENT: Council Member Reynolds

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

Item 4.

This item was removed from the agenda due to the appellant withdrawing the appeal.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

No additional public comment received.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items –

Council Member Webber: Washington Avenue and Orange Avenue intersection – would like a blinking signal added to the yield sign to signal individuals using the crosswalk to oncoming traffic. Would also like to revisit the topic of restoring the restrooms in the downtown area across from Marcozzi's Jewelers and the State Theatre.

2. Correspondence – None received.

ADJOURN THE MEETING

The meeting was adjourned at: 5:51PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: 2026 RECOLOGY SERVICE RATE INCREASE FOR THE
COLLECTION AND DISPOSAL OF SOLID WASTE**

DATE: DECEMBER 16, 2025

SUMMARY

The City Council shall receive an update on the Recology service rate increase for the collection and disposal of solid waste that will become effective January 1, 2026

DISCUSSION

The City entered into a Franchise Agreement (Agreement) with Recology in 1993, for collection and disposal of solid waste and recyclable materials generated by homes and businesses in the City limits. This agreement was extended in November of 2022 for fifteen (15) years and runs through December 31, 2037.

Section 18.2 of the Agreement specifies that the fees collected by Recology shall be indexed to the United States Consumer Price Index (CPI) for the Water, Sewer and Trash Collection Services Index (WST Index) and shall be adjusted annually to reflect the yearly changes, if any, in the cost of living as shown in the CPI.

The intent of this Staff Report is to inform the Council of a 4.7% rate increase based on the CPI for the WST Index, that will become effective January 1, 2026. Recology, the City's contractor for the collection and disposal of solid waste, has submitted this to the City pursuant to Section 18.3 of the Agreement for review

Section 18.3 of the Agreement stipulates that the maximum rate adjustment provided in the agreement shall take effect without the need for approval by the City Council or City Staff.

FISCAL IMPACT

No impact to the General Fund

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

ATTACHMENTS

Franchise Agreement,
Letter from Recology regarding rates;
Consumer Price Index Information; and
Recology Rate Increase Package for 2026.

CITY OF OROVILLE
RESOLUTION NO. 9108

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FRANCHISE AGREEMENT WITH RECOLOGY BUTTE COLUSA COUNTIES EXTENDING THE TERM OF THE FRANCHISE TO THE YEAR 2037 AND A 12% RATE INCREASE TO TAKE EFFECT ON JANUARY 1, 2023

(Agreement No. 3436)

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

1. The Mayor is hereby authorized and directed to execute the Franchise Agreement with Recology Butte Colusa Counties. A copy of the amendment, Exhibit B - SB 1383 Related Matters, and Rate Schedule is attached.
2. The City Clerk shall attest to the adoption of this Resolution.

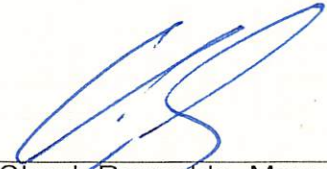
PASSED AND ADOPTED by the Oroville City Council at a regular meeting on November 15, 2022 by the following vote:

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

NOES: None

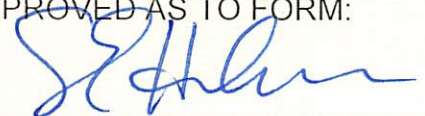
ABSTAIN: None

ABSENT: None



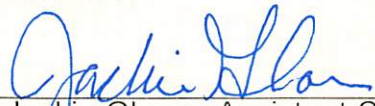
Chuck Reynolds, Mayor

APPROVED AS TO FORM:



Scott Huber, City Attorney

ATTEST:



Jackie Glover, Assistant City Clerk

SOLID WASTE, RECYCLABLES AND ORGANICS FRANCHISE AGREEMENT

This Solid Waste, Recyclables and Organics Franchise Agreement ("Agreement") is entered into as of January 1, 2023, between the City of Oroville, a California municipal corporation ("City"), and Recology Butte Colusa Counties, a California corporation ("Contractor").

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste, Recyclables and Organic Waste handling within their jurisdictions;

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(1), the City Council of the City of Oroville (the "City Council") has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified solid waste, Recyclables and Organic enterprise for the collection of solid waste, Recyclables and Organic Waste within City;

WHEREAS, Contractor has demonstrated the experience and qualifications to arrange with residents and businesses within City for the collection and safe transport of solid waste, Recyclables, and Organic Waste to the facilities designated herein;

WHEREAS, the City Council has determined that the public health, safety and well-being would be best served if Contractor were to be granted an exclusive franchise to provide solid waste, Recyclables and Organic Waste collection services within City;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS.

"Affiliate" means, with respect to a specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person, where "control" means having the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Affiliated Facility" means any facility owned or operated by Contractor or an Affiliate of Contractor.

"Applicable Law" means any and all applicable laws, statutes, codes, ordinances, rules, regulations, judgments, decrees, orders, decisions, permits, permit conditions, mitigation measures, and other requirements of any governmental entity, as in effect from time to time.

"Bulky Waste" means large items of Solid Waste, Recyclable Material and Organic Waste, such as appliances, furniture, trees, branches, stumps and other oversize wastes. Bulky Waste does not include waste that has been placed in a Container.

"Bin" means a metal Container with typical capacity of one (1) to six (6) cubic yards, with a hinged lid, with or without wheels, typically serviced by a front-loading Collection vehicle.

"Cart" means a Toter brand or equivalent plastic cart with 32-, 64- or 96-gallon capacity, with lid and wheels, colored black or grey for Solid Waste, blue for Recyclables, or green for Mixed Organics.

"Commercial Business," means all hotels, motor courts, restaurants, offices or office buildings, stores, warehouses, factories, hospitals, assisted living facilities and all other premises used for functions other than dwelling houses.

"Compost or Organic Waste" has the same meaning as in 14 CCR Section 17896.2(a)(4), and means those materials that are processed in a controlled biological decomposition process, which are source separated from the municipal SOLID WASTE stream. Organic Waste includes food scraps, food soiled paper products, yard trimmings and wood materials and that do not contain hazardous waste.

"Construction and Demolition (C&D) Debris" includes waste building materials, packaging and rubble resulting from construction, remodeling, repair or demolition operations on pavements, houses, commercial and industrial buildings, and other structures and improvements. C&D excludes Excluded Waste.

"Container" or "Containers" means a Cart, Bin or Roll-Off Box.

"Contamination" means placing materials in a container that is labeled and intended for storage of another type of material. For example, placing metals or plastics in a container labeled "yard trimmings" constitutes "contamination". Similarly, placing food scraps in a container labeled "Recyclable Materials" would contaminate Recyclable Materials.

"Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste (as defined in California Water Code Section 13173), volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that Contractor's reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City's, or Contractor's reasonable opinion would present a risk to human health or the environment, cause a nuisance or otherwise create or expose City, or Contractor, to potential liability. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, electronic waste, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its Designee for collection services.

"Food Waste" Source-Separated discarded organic material consisting of (i) kitchen or table food scraps; (ii) meat, fish, dairy, fruit, grain, or vegetable waste that is generated during or results from the storage, preparation, cooking, or handling of foodstuffs; or (iii) uncoated paper or cardboard of any grade that is soiled with food or liquid. Food Waste does not include bioplastics.

"Franchise Area" means the entire area within the municipal boundaries of the City of Oroville as of the Commencement Date, as the same may thereafter be changed by reason of annexation or de-annexation.

“Governmental Fees” means any and all fees, assessments, taxes, tariffs or other charges required to be paid to any governmental entity either by Contractor in the performance of this Agreement, or by any Affiliated Facility on the disposal, processing, transfer, transport or other handling of material collected by Contractor under this Agreement, provided in each case that Governmental Fees shall not include fines or penalties for violating Applicable Law.

“Hazardous Waste” means any material that is defined, regulated or listed as “hazardous,” “toxic,” a “pollutant,” or words of similar import under any Applicable Laws.

“Maximum Rates” means the maximum rates that Contractor is permitted to charge customers for providing services under this Agreement.

“Mixed Organics” or “Compostables” means Source-Separated discarded organic material consisting of any combination of Yard Waste and/or Food Waste. Mixed Organics is also used as a blanket term meaning Green Waste and/or Food Waste, either collectively or individually.

“Multi-Family” means a residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses. For the avoidance of doubt, Multi-Family Complex includes both single buildings with 5 or more dwelling units and individual buildings that are a part of a complex of buildings under common ownership that are billed collectively for service.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, trust, governmental entity, or other legal entity.

“Recyclables” or “Recyclable Materials” means Source-Separated discarded materials that are reused, remanufactured, or processed. As of the date of this Agreement, “Recyclables” includes, but is not limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office/computer paper, magazines, junk mail, catalogs, brown paper bags, paperboard, paper egg cartons, telephone books, shoe boxes, cereal and other similar food boxes); chipboard; corrugated cardboard; glass containers; aluminum (including food/beverage containers and foil); scrap metal weighing less than ten (10) pounds (without cords or chains and fitting into the container); steel, tin or bi-metal cans; and plastic containers (numbers 1 to 7). Contractor may, with the approval of City (not to be unreasonably withheld), add or remove items from this list. Recyclables does not include Yard Waste, Food Waste, Mixed Organics, or C&D. To be considered Recyclables, paper, cardboard and other fiber items must be dry and not soiled with food or liquid.

“Recycling” means the process of collecting, sorting, cleansing, treating, and reconstituting discarded materials which meet the quality standards necessary to be re-used, remanufactured or processed. The Collection, transportation, or Disposal of SOLID WASTE not intended for, or capable of, reuse is not Recycling.

“Rolloff Box” means a metal Container with a typical capacity of twenty (20) to forty (40) cubic yards, without lid or wheels, typically serviced by a roll-off Collection vehicle

“Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

“Solid Waste” or “Municipal Solid Waste” means putrescible and non-putrescible solid, semi-solid and liquid wastes, including trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid waste, and other discarded solid and semi-solid waste. Solid Waste does not include Excluded Waste or Recyclable Materials, Food Waste, Yard Waste, or Construction and Demolition Debris which have been Source-Separated for Collection. For the avoidance of doubt, Solid Waste includes materials that would be Recyclable Material, Food Waste, Yard Waste, or Construction and Demolition Debris, but for the fact that such materials have not been Source Separated.

“Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling, composting, reuse, or other diversion from landfill.

“WST Index” means the Consumer Price Index, All Urban Consumers, Water and Sewer and Trash Collection Services. U.S. City Average, Seasonally Adjusted, Series ID: CUSR0000SEHG, published by the U.S. Department of Labor, Bureau of Labor Statistics. If this index is discontinued, it shall be replaced by the index that most closely resembles it over the ten (10) years before discontinuation.

“Yard Waste” means Source-Separated discarded organic material consisting of trees, branches, shrubs, grass, leaves, lawn clippings, prunings, weeds and other vegetative waste, provided that no item is longer than three feet (3') in its longest dimension or six inches (6") in diameter. Yard Waste does not include bricks, rocks, gravel, concrete, sod, large quantities of dirt, loose fruits and vegetables, stumps, palm fronds, oleander, or pet waste.

2. TERM

The term of this Agreement (the “Term”) shall commence on January 1, 2023 (the “Commencement Date”) and continue for a period of fifteen (15) years, through December 31, 2037, unless extended or earlier terminated as provided herein. Effective as of January 1, 2034 and each January 1 thereafter, the Term shall automatically and without any further action by either party be extended for one (1) additional year, unless either party has provided written notice to the other on or before such January 1 date that it does not wish the Term to be so extended. For example, if the first such notice is given in July 2036, then the Term would continue until December 31, 2039, unless earlier terminated as provided herein. For the avoidance of doubt, this Agreement shall become a contractually binding obligation of each party upon its execution by both parties. The parties intend for the Solid Waste Collection and Disposal Franchise Agreement between City and Contractor dated July 6, 1993, as amended, (the “Prior Agreement”) to remain in effect and govern the rights and obligations of the parties through midnight on December 31, 2022, at which time the Prior Agreement shall be deemed to have been terminated by mutual agreement of the parties.

3. EXCLUSIVITY OF FRANCHISE

3.1 Grant of Exclusive Franchise. City hereby grants to Contractor the exclusive franchise, right and privilege to collect, transport and remove all Solid Waste, Recyclables, Yard Waste, Food Waste, Mixed Organics and Construction & Demolition Debris generated or

accumulated within the Franchise Area. The extent of this grant of shall be subject to any limitations imposed by Applicable Law, and to Section 3.2.

3.2 Exceptions to Exclusivity. The exclusive franchise, right and privilege set forth in Section 3.1 shall not apply to the collection, transport and removal of the following categories of materials, provided that such collection, transport and removal (including the destinations to which the materials are delivered) are performed in accordance with applicable City ordinances and other Applicable Law:

(a) Solid Waste, Recyclable Material, Yard Waste and/or C&D waste generated at a premises that is transported personally by the owner or occupant of such premises (or by his or her full-time employees) to an appropriate and fully permitted Recycling, Composting or disposal facility.

(b) Recyclables generated by a Person and sold by such person to a buyer in a bona fide purchase and sale transaction, where the generator receives net positive consideration from the buyer in respect of such Recyclables, taking into account all consideration received and/or paid by the generator in respect of such Recyclables, including hauling fees, rental charges, logistics fees, discounts, etc.

(c) Construction & Demolition Debris generated by a construction or demolition contractor that is removed by such contractor, using the contractor's own vehicles and employees, as an incidental part of the overall service provided by such contractor, rather than as a hauling service.

(d) YardWaste generated by a gardening, landscaping or tree trimming contractor that is removed by such contractor, using the contractor's own vehicles and employees, as an incidental part of the overall service provided by such contractor, rather than as a hauling service.

(e) Items such as appliances, furniture, mattresses, or electronics removed from a premises by a vendor of such items, using the vendor's own vehicles and employees, as an incidental part of the service of delivering a replacement item purchased from such vendor to such premises, rather than as a hauling service.

3.3 Right to Collect Excluded Waste. Contractor shall have the non-exclusive right under this franchise, but is not obligated to, collect, transport and dispose of Excluded Waste generated or accumulated within City. To the extent Contractor exercises such right, the terms and conditions (including rates) for such services shall be as mutually agreed by Contractor and each customer.

4. BASIC COLLECTION SERVICES

4.1 General. Contractor shall offer three (3) Container Solid Waste, Recyclable Materials, and Mixed Organics service set forth herein to all Single-Family, Multi-Family and Commercial premises within the Service Area. All recurring services shall be provided on a subscription basis and Contractor and City acknowledge that all property owners within the Service Area are required to subscribe to service pursuant to City Ordinance No. 1861, at rates not exceeding the Maximum Rates set forth on Exhibit A. The available Container types and sizes, and the available frequencies of collection, shall be as set forth on Exhibit A. Unless a customer has been granted a waiver by City, all customers are required to participate in the City of Oroville's

3 container system for Solid Waste, Recyclables and Mixed Organics service. Contractor shall offer C&D collection services set forth herein to all Single-Family, Multi-Family and Commercial premises within the Service Area on an on-call basis.

4.2 Collection Frequency. Contractor shall collect Solid Waste and Mixed Organics from Single-Family customers on a weekly basis and Recyclables from Single-Family customers on a bi-weekly basis. Contractor shall collect Solid Waste and Recyclables from Multi-Family and Commercial customers on the frequency subscribed for by the customer, but no less than once per week. Contractor shall collect Mixed Organics from Multi-family and commercial customer on a weekly basis.

5. MANNER OF COLLECTION

5.1 Orderly Collection. In making collections, Contractor shall avoid crossing private or public planted areas and climbing or jumping over hedges and fences. After removing waste from any Cart or Bin, Contractor shall return the Container to its designated position with its cover on. Contractor shall close all gates opened by it while making collections.

5.2 Litter & Spills. Contractor shall not litter any private or public property in making collections of waste, nor shall it allow any fluid, leachate or waste to spill, leak or fall from collection vehicles. If in spite of normal precautions, fluid, leachate or waste spills, leaks or falls on any premises or public property, Contractor shall promptly clean up the same. Clean-up of hydraulic fluid, motor oil, or similar fluids means application of absorbents to mitigate the effects of the fluid, and does not include removing any stain that may remain after such absorbents have been applied.

6. COLLECTION DAYS AND HOURS

6.1 Collection Hours. Contractor's collections shall not start before 6:00 AM in any residential area or 5:00 AM in any non-residential area, or continue after 6:00 PM, unless such later collection is necessitated by emergency or other special circumstances. Contractor's personnel shall make collections as quietly as reasonably possible.

6.2 Holiday Collection. If a customer's regularly scheduled collection day falls on Thanksgiving Day, Christmas Day, New Year's Day, or any other legal holiday, Contractor may provide collection service to such customer on the work day next following such holiday. If Contractor elects to adjust its collection schedule as stipulated herein, all subsequent collection days during that holiday week may be moved back one (1) day in the discretion of Contractor, after Contractor has provided prior written notice to the affected customers.

6.3 Schedule Changes. Before any change to Single-Family customers' regular collection day, Contractor shall give the affected customers at least one (1) week's prior written notice of the change.

7. SETOUT REQUIREMENTS

7.1 General. Contractor may refuse to collect a Container for any of the following reasons: (i) setout not in compliance with the City Code; (ii) setout in improper location (see

Section 7.4); (iii) Container overweight or lid not fully closed; or (iv) Contractor has reason to believe the Container contains Excluded Waste.

7.2 Non-Collection Notice. When a Container is not collected for any of the above reasons, Contractor shall leave a tag attached to the Container (if accessible to Contractor) clearly identifying the reason for non-collection. If, after Contractor has placed a non-collection tag, the customer requests that Contractor return to collect the Container (properly set-out, and with any Contamination removed), then Contractor shall collect such Container within one (1) business day of the customer's request, and shall be entitled to charge the customer the "go-back" service fee referred to in Exhibit A.

7.3 Contamination. A Solid Waste, Recyclable Material or Mixed Organics Container shall be deemed contaminated if by visual or video inspection it appears to contain at least the following percentage of Contamination by weight or volume: Recyclables fifteen percent (15%), Mixed Organics three percent (3%). Contractor shall take the following steps for contaminated Containers:

(a) 1st occurrence: Contractor shall collect the contaminated Container and notify the customer of the Contamination problem. The notice (which may be a tag affixed to the Container) shall include instructions for proper sorting and warn the customer that they may be subject to contamination fees and/or other measures if they do not correct the problem.

(b) 2nd occurrence: Contractor shall collect the contaminated Container and notify the customer of the Contamination problem, and may charge the customer a contamination fee as forth in Exhibit A. The notice (which may be a tag affixed to the Container) shall include instructions for proper sorting and warn the customer that they may be subject to contamination fees and/or other measures if they do not correct the problem.

(c) 3rd & subsequent occurrence: Contractor may either (i) refuse to collect the contaminated Container, (ii) collect the contaminated Container and charge the customer a contamination fee as set forth in Exhibit A, or (iii) for Commercial and Multi-Family customers, collect the contaminated Container as Solid Waste and charge the customer the then-applicable extra pick-up fee as set forth in Exhibit A. Additionally or alternatively, Contractor may, after notifying the customer, remove some or all of the customer's Recyclables/Mixed Organics Container(s) and discontinue providing the customer Recyclables/Mixed Organics service for up to 1 year. After 1 year, or a shorter period if appropriate, the customer may request Contractor to reinstate the discontinued service, and if Contractor does so Contractor may charge the service restart container redelivery fee as specified in Exhibit A. In each case, Contractor shall notify the customer (which may be through a tag affixed to the Container) of the reason for the action.

(d) Counting occurrences: Occurrences after the 1st occurrence shall be counted as subsequent occurrences only if they occur within 12 months of the 1st. If 12 months have passed since the last occurrence, the next occurrence shall be the 1st occurrence. Occurrences for Recyclables shall be counted separately from those for Mixed Organics.

7.4 Container Accessibility. Contractor shall not be required to collect Carts from any location other than curbside (i.e. within three feet (3') of the curb or paved roadway). Contractor shall not be required to collect Bins or Drop Boxes from any location other than the location mutually agreed by Contractor and the customer. If Contractor is required to move a Cart or Bin more than ten feet (10') in order to service it, Contractor may charge a distance charge at the rate set forth on Exhibit A. Contractor shall only be required to collect a Container if access thereto is

safe and unobstructed, unless the customer has subscribed for lock service at the rate set forth on Exhibit A.

7.5 Roads. Contractor shall only be required to provide collection service to customers on City-maintained roads, and (if the property owner signs a reasonable road damage liability waiver) on non-City maintained private roads that do not present a risk of injury or damage to persons or property.

7.6 Free On-Premises Service. Contractor shall at no additional charge collect Carts from the side yard or back yard of a Single-Family premises, if all adults residing at the premises have disabilities that prevent them from setting out their carts at the curb. To receive this free service, the customer must apply to Contractor at least two (2) weeks in advance and submit such documentation as Contractor may reasonably request confirming their eligibility. Contractor may require customers to reconfirm their eligibility periodically, but no more frequently than annually.

8. CUSTOMER SERVICE

8.1 Local Office. Contractor shall maintain its principal office for rendering services under this Agreement in the City and shall keep this office open during regular business hours on regular collection days, at which customers may contact Contractor. This office shall be staffed by competent personnel who shall have the authority to represent Contractor in its relations with the public. Contractor shall maintain sufficient personnel and call capacity to receive and answer the normal volume of telephone calls courteously, quickly and expeditiously.

8.2 Service Complaints. Customers may submit complaints to Contractor by mail, email, telephone or in person. If City receives any complaints about Contractor's services, City shall refer such complaints to Contractor. Contractor shall use commercially reasonable efforts to resolve all complaints by the close of business of the second (2nd) business day after the date the complaint is received. Service complaints may be investigated by the City Manager or his/her designee if a resolution satisfactory to the complainant and the Contractor is not reached, and the complainant refers the matter to the City Manager or his/her designee for review.

8.3 Complaint Records. Contractor shall maintain records listing the date of all customer complaints received, the name and address of the customer, the nature of the complaint, and when and what action was taken by the Contractor to resolve the complaint. All such records shall be maintained for at least twenty-four (24) months. Contractor shall provide complaint records to City upon request.

9. VOUCHER PROGRAM

Contractor shall provide two vouchers per year to Single Family and Multi-Family customers at no charge that are redeemable at the Oroville Transfer Station to be utilized by residents to dispose of Solid Waste. Proof of residency shall be required and restrictions on the types and volume of material to be disposed of using the vouchers shall be determined by Contractor and included on the terms of the voucher provided to residents. The customer shall be responsible for any disposal charges for material in excess of the type and amount permitted under the terms of the voucher.

10. Compliance Plan

10.1 On or before September 30, 2023 and each September 30 thereafter, Contractor, at its own expense, must prepare and submit an annual (Calendar Year) Compliance Plan ("Plan"), which will guide Contractor's work efforts. This Plan will include measures to meet diversion targets, increase diversion, and increase participation of Service Recipients in Recycling and Organic Waste programs, and should target certain materials or "problem" areas, including Recycling and Mixed Organics sorting and Contamination, within Contractor's Service Area where improvements can be maximized. Planned outreach and education services, and outreach materials should be included as part of the Plan and updated annually. Targets of outreach should be based on local Solid Waste trends from data obtained by both the City and Contractor, and other reputable sources. Contractor will maintain current and state-of-the-art public outreach and education services throughout the term of this Agreement by providing outreach materials to Service Recipients electronically (via email and social media) in addition to print. Contractor must submit first year draft Plan to the City by June 30, 2023. City will review and provide revisions to draft Plan within thirty (30) days of receipt. Contractor must revise and submit final Plan to City by September 30, 2023. The Compliance Plan must include the following:

10.2 City-specific website. Contractor shall maintain a City-specific website that fully explains the Contractor's Collection Services and Service Rates, the diversion options available, and allows Service Recipients to submit service changes, inquiries, complaints, or queries. The website must describe and promote the use of the available Recyclable Materials and Organic Waste services in the City. Contractor's local website must provide information specific to the City's programs. Contractor will ensure that information provided on the website is maintained and up to date. Content will include proper container set out, educational materials, newsletters, and program descriptions. Contractor's website shall include all information set forth in 14 CCR Division 7, Chapter 3, Article 4, Section 18985.1 (a), including the list of edible food recovery services.

10.3 Available Services Notice and Information. At least annually Contractor must publish and distribute (by mail or electronically) a notice to all Service Recipients regarding the full range of services offered by Contractor and City. The notice must contain at a minimum (i) clear descriptions of the materials to be Collected, (ii) procedures for setting out materials, (iii) the days when Garbage Collection Services and Organic Waste Collection Services will be provided, (iv) Contractor's local customer service phone number, (v) instructions on the proper filling of Containers, (vi) instructions as to what materials may or may not be placed in Recyclable Materials or Organic Waste Containers, (vii) how to select container sizes to maximize diversion, (viii) participation in Recycling and Organic Waste programs, (ix) the charges for Overage and Contamination in the event of non-compliance, (x) the availability of on-premises Collection Services, including the availability of no-charge on-premises Collection Services for qualified persons, (xi) Large Items Collection Services; and other services described in this Agreement at the direction of the City. The notice must be provided in English, and Spanish, and must be distributed by Contractor no later than October 1 of each year. The Notice shall include the information described in 14 CCR Division 7, Chapter 3, Article 4, Section 18985.1 (a).

10.4 Contractor must implement public education and outreach in conformance with applicable laws (e.g., SB 1383, AB 1826, AB 827, AB 939, AB 341, AB 1594, etc.) and in coordination with the City. Contractor shall attend public events and host booths to promote education and awareness. Contractor will work with City to identify which special events will be attended. Contractor, together with City, shall work with local media to ensure information on new programs, events, Recycling, Organic Waste Mixed Organics etc. is communicated to the community.

Contractor shall use a variety of options such as local paper, news, websites, Homeowners Associations, schools and civic groups to distribute information and education about City Solid Waste programs, and events. Contractor shall distribute educational material to Service Recipients a minimum of once a quarter by mail or electronically. These materials should include tips on Recycling properly, use of Organic Waste Mixed Organics containers, Composting, battery and electronics education, prevention of Contamination issues, proper Container placement, resource information, and Household Hazardous Waste education.

11. CITY SERVICES

Contractor shall provide services to City-owned facilities on a subscription basis at rates not exceeding the then-applicable Maximum Rates for such services, provided, however, that Contractor shall provide City an annual credit to offset the cost of such services. The annual credit shall be in the annual amount of seventy-five thousand dollars (\$75,000) for calendar year 2022. On January 1, 2023, and each January 1 thereafter, the annual amount of the credit shall be adjusted by the annual percentage change in the WST Index, calculated as provided in Section 17.2. Unused credit amounts shall not carry over to subsequent years.

12. SB 1383 RELATED MATTERS

Contractor shall provide the services identified in Exhibit B to support City's implementation of the Short-lived Climate Pollutants (SLCP): Organic Waste Reductions regulations adopted by the California Department of Resources Recycling and Recovery pursuant to SB 1383.

13. FACILITIES TO BE USED

Contractor shall initially deliver all material collected hereunder as Solid Waste to the Recology Ostrom Road Landfill, located at 5900 Ostrom Road, Wheatland, CA, all material collected hereunder as Recyclables to the Recology Yuba-Sutter Materials Recovery Facility located at 3001 North Levee Road, Marysville, CA all material collected hereunder as Green Waste, Food Waste or Mixed Organics to the Recology Ostrom Organics composting facility located at 5900 Ostrom Road, Wheatland, CA, and all material collected hereunder as C&D to one or more C&D processing facilities selected by Contractor. Contractor may use the Recology Butte Colusa Counties Transfer Station located at 2720 South Fifth Avenue, Oroville, CA, or any other transfer station, to affect such deliveries. Contractor shall pay each such facility the then-applicable tip fee for disposal, processing, or transfer (as the case may be) of such material. Contractor may at its option elect to deliver Solid Waste, Recyclables, Green Waste, Food Waste and/or Mixed Organics to any other facility.

14. COLLECTION EQUIPMENT

14.1 Vehicles. Contractor shall provide a sufficient number of vehicles to provide the collection services it is required to provide under this Agreement. All vehicles used by Contractor under this Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. The "Recology" name and Contractor's telephone and vehicle numbers shall be visibly displayed on its vehicles. Loads shall be kept completely covered at all times except when material is being loaded or unloaded, or when vehicles are empty or in the process of collection. The noise level generated

by collection vehicles during the stationary compaction process shall be such that it does not unreasonably interfere with the quiet enjoyment of nearby properties.

14.2 Containers. The Maximum Rates set forth on Exhibit A for Cart, Bin and Roll Off Box service include provision of one (1) Container of the size subscribed for by the customer, at no additional charge to the customer. The customer may order additional Containers at a rate not exceeding the Maximum Rate set forth on Exhibit A (i.e. the Additional Cart rate for Single-Family customers, or the standard rate for the Container for Commercial/Multi-Family customers). Contractor shall only be required to collect waste from Contractor-provided Containers, but may elect to service customer-owned Containers. By October 1, 2021, Contractor shall ensure that each Single-Family customer has at least three (3) Carts, one (1) each for Solid Waste, Recyclables and Mixed Organics. Containers damaged or destroyed by the carelessness of the customer are the responsibility of the customer. Containers that wear out through ordinary use or are damaged during collection operations shall be replaced by Contractor.

14.3 Equipment List. Not more than once per year, upon City's request, Contractor shall provide City a written list of (i) all vehicles being used by Contractor within the Franchise Area, including type, make, model, age, and mileage, and (ii) the number and types of Containers being used by Contractor within the Franchise Area. Contractor's vehicles used under this Agreement shall be subject to inspection by City on a semi-annual basis but shall not be subject to any permit fees therefor.

15. BILLING AND PAYMENT

15.1 Billing For Services. Contractor shall bill all customers in the Franchise Area for services provided pursuant to this Agreement at rates not exceeding the Maximum Rates set forth on Exhibit A, as adjusted from time to time in accordance with this Agreement. Contractor shall provide itemized bills, distinctly showing charges for all classifications of services provided to the customer, including charges for late payments, where applicable.

15.2 Frequency. Customers may be billed monthly or quarterly and in advance or in arrears. If a customer not previously receiving collection service initiates service, the charges for collection service for the period between the commencement of service and the end of the then-applicable billing period may be added to the next billing period.

15.3 Delinquent Accounts. Accounts shall be considered delinquent if not paid in full within thirty (30) days of the invoice date. Contractor may charge customers with delinquent accounts a late fee of \$15.00, as well as interest of one and one half percent (1.5%) per month (compounded annually) from the time the account became delinquent. Contractor may stop service to delinquent accounts and may use the City's lien process, a collection agency, or any other legal method to collect from delinquent accounts. If Contractor submits the delinquent account to City for lien, Contractor may charge the customer an additional late fee of \$50.00.

15.4 Lien Procedure. On or before January 31 of each year, Contractor shall provide City with a listing of all delinquent accounts in the Franchise Area, together with a formal request for reimbursement of same. Such listing shall be in a form approved by City. The amount of a delinquent bill includes all late fees and interest. On the first Monday in March of each year, City shall, with respect to each then-delinquent bill, place a lien on the lot or parcel of land to which Contractor's services were rendered, providing for payment in full of the delinquent bill through the property tax rolls, and shall record such lien with the county recorder. To the extent City receives any payment from the customer or county with respect to the delinquent bill, City shall

remit such amounts to Contractor within thirty (30) days. This section shall survive the expiration or earlier termination of this Agreement until such time as Contractor has been reimbursed in full for all delinquent bills.

15.5 Vacation Holds. Upon customer request at least two (2) weeks in advance, Contractor shall place a "vacation hold" on the customer's account, for a period no less than one (1) week in length. Contractor shall suspend recurring weekly services to the customer during the "vacation hold" period, and shall credit the customer's account for the suspended service (typically $\frac{1}{4}$ of the monthly charge for weekly collection). Each customer may utilize the "vacation hold" service for a combined period of up to four (4) weeks each calendar year.

16. FRANCHISE FEES

16.1 General. As consideration for the exclusive collection franchise granted hereunder, Contractor shall pay to City a franchise fee (the "Franchise Fee"). The Franchise Fee shall initially be ten percent (10%) and shall be calculated as one-eleventh (1/11th) of Contractor's Gross Revenue. The Franchise Fee shall be due and payable quarterly within forty-five (45) days following the end of each quarter, with the first payment being due February 14, 2022 for the 4th quarter of 2021.

16.2 Gross Revenue. "Gross Revenue" means all amounts collected from customers for the provision of services pursuant to this Agreement, net of (a) sales, excise or other taxes required to be collected from customers and paid to a governmental agency in connection with the provision of such services, if accompanied by a tax return or similar statement evidencing the amount of such taxes, and (b) any refunds to customers. Gross Revenue does not include (i) revenues generated from the sale of Recyclables, (ii) revenue from late fees or similar finance charges charged to customers, or (iii) amounts received from governmental authorities with respect to the services provided under this Agreement (such as curbside payments or grants), except in the governmental authority's capacity as a customer hereunder.

16.3 Changes. City may modify the Franchise Fee from time to time provided that (i) the modification takes effect on July 1, at the same time as the annual rate adjustment, (ii) City gives Contractor at least ninety (90) days prior written notice of the Franchise Fee modification, and (iii) Maximum Rates are adjusted commensurately, concurrently with the effective date of the modified Franchise Fee, so as to pass through the Franchise Fee modification. Contractor shall not be required to pay the modified Franchise Fee unless and until all the foregoing steps have been taken.

16.4 Audit. No more than once every five (5) years, City may elect to have an audit of Contractor's Franchise Fee payments conducted at City's expense by an independent certified public accountant selected by City. Each such audit shall evaluate whether Franchise Fees have been correctly calculated and paid to City during the preceding five (5) years. If the audit shows an underpayment, Contractor will pay the shortfall within thirty (30) days. If the audit shows an underpayment of more than three percent (3%), Contractor shall reimburse the cost of the audit, up to a maximum of \$10,000. If the audit shows an overpayment, Contractor may deduct the overpayment from future Franchise Fee payments to City.

17. HOST FEE

Contractor shall pay to City a host fee (the "Host Fee") of ten percent (10%) of the gate fees paid to Contractor by third parties unaffiliated with Contractor for disposal of Solid Waste at

the Oroville Transfer Station (the "Third Party Gate Fees"). The Host Fee shall be calculated as one-tenth (1/10th) of the Third Party Gate Fees and shall be paid to the City on a quarterly basis consistent with the payment of the Franchise Fee. As of the date of this Agreement, the parties are unaware of any other obligation by Contractor to pay a fee to City as consideration for the operation of the Oroville Transfer Station. In the event that after the date of this Agreement the parties become aware of any such obligation other than what is described in this Section 17, the Host Fee shall be automatically reduced without any action of the parties by the amount of such other fee or fees.

18. RATES

18.1 General. Contractor shall be entitled to set rates for all services provided pursuant to this Agreement, provided that such rates do not exceed the Maximum Rates set forth on Exhibit A, as adjusted from time to time in accordance with this Agreement. Any reference in this Agreement to Maximum Rates or Exhibit A shall be deemed to refer to Maximum Rates or Exhibit A as so adjusted. As of the Commencement Date, the Maximum Rates shall be as set forth on Exhibit A.

18.2 Annual Index Adjustment. Effective January 1, 2024 and each January 1 thereafter, the Service Cost component of each Maximum Rate shall be adjusted by the year-over-year percentage increase (if any) in the WST Index. The year-over-year percentage increase in the WST Index shall be calculated by comparing the average value of the WST Index over the 12 months ending on the October 31 immediately prior to the January 1 adjustment date, to the average value of the WST Index over the 12 months preceding such period. If such calculation yields a negative value, the year-over-year percentage change in the WST Index shall be deemed to be zero, and there shall be no adjustment under this section for the year in question. By the November 30 immediately prior to the January 1 adjustment date, Contractor shall submit to City, for City's confirmation, Contractor's calculation of the WST index adjustment, the supporting index data, and the resulting Maximum Rates. Notwithstanding the foregoing, the adjustment to the Service Cost component made pursuant to this Section 18.2 shall not exceed 4.0% for the adjustments to become effective January 1, 2024 and January 1, 2025 only. For the avoidance of doubt, the foregoing cap on the annual index adjustment shall not apply to the rate adjustment to become effective January 1, 2026 or any subsequent rate adjustments.

18.3 City Confirmation. Maximum Rate adjustments in accordance with Section 17.2 shall take effect automatically, without the need for approval by the City Council or City staff. Nevertheless, City staff shall conduct an administrative review of the information submitted by Contractor under Section 17.2 to confirm whether Contractor's calculations are accurate. If City staff determine that there is an inaccuracy, they shall notify Contractor in writing of the same with fifteen (15) days after Contractor's submission. Thereafter, the parties shall cooperate in good faith to resolve and if necessary, correct the inaccuracy.

18.4 Extraordinary Adjustments.

(a) If, after the date of execution of this Agreement, there occurs any change in (i) Applicable Law, (ii) Governmental Fees, (iii) the boundaries of the Franchise Area, (iv) the number of Generators (but only if it is an increase that causes Contractor to incur additional capital expenditures, such as a new route to accommodate growth), (v) the facilities available to Contractor, or (vi) any other material change (each, an "Eligible Event"), and such Eligible Event results in an increase in Contractor's costs of performing its obligations under this Agreement or

a decrease in Contractor's revenues from this Agreement, then Contractor may apply to the City for an extraordinary adjustment to Maximum Rates.

(b) A change in the facilities available to Contractor (item (v) above) shall be deemed to occur if a facility being used by Contractor ceases or suspends operation (e.g. due to closure, destruction, or damage), becomes unable to accept the material delivered by Contractor, or (in the case of third party facilities) refuses to accept such material, provided, however, that in the case of C&D processing facilities, such an event will be deemed in a change in the facilities available to Contractor only if no other C&D processing facility is available to Contractor within fifty (50) miles of City.

(c) An increase in an Affiliated Facility's cost of disposal, processing, transfer, transport or other handling of material collected by Contractor under this Agreement shall be deemed to be an increase in Contractor's costs of performing its obligations under this Agreement. Increased costs of a general of facility-wide nature (e.g. capital improvements required by new laws, or a Governmental Fee imposed on the facility as a whole rather than on a per-ton basis) shall be allocated to City on a pro rata basis.

(d) Contractor's application for an extraordinary adjustment shall be in writing and shall contain a written explanation of the Eligible Event, the increase or decrease in Contractor's costs or revenues resulting from the Eligible Event, and the adjustment in Maximum Rates that Contractor proposes to offset the effect of the Eligible Event. Contractor shall provide such additional information as City may reasonably request in order to evaluate Contractor's application.

(e) If Contractor provides substantial evidence that (i) an Eligible Event has occurred or will occur, (ii) the Eligible Event increased Contractor's costs of or decreased Contractor's revenues from this Agreement, and (iii) the amount of any increased costs (and if applicable the method of allocating them to City) is reasonable, then Contractor shall be entitled to an increase in Maximum Rates in an amount sufficient to cover Contractor's increased costs (plus a profit margin calculated by dividing the increased costs by an operating ratio of 0.89) or decreased revenues resulting from the Eligible Event, whether incurred before or after submission of Contractor's application or implementation of the extraordinary adjustment.

(f) City shall use its best efforts to ensure that Maximum Rates are so increased within sixty (60) days after Contractor submits its application. If City fails to do so, then the adjustment shall be increased to account for the shortfall in revenues resulting from the delay, plus interest on the shortfall at the then-applicable Wall Street Journal Prime Rate plus two percent (2%).

18.5 Changes in Scope. If City wishes Contractor to change its services under this Agreement (including changes to enable City to comply with changes in Applicable Law), or to provide new services, then City shall notify Contractor in writing, and the parties shall negotiate in good faith for a period of sixty (60) days the terms of such new or changed services and the compensation payable to Contractor with respect to such new or changed services. Contractor shall not be required to begin providing such new or changed services until the City Council has

adopted Maximum Rates mutually agreed by City and Contractor to compensate Contractor for such new changed services, and such Maximum Rates have taken effect.

18.6 Calculations. All changes in Maximum Rates shall be rounded to the nearest cent (\$.01) and all percentages shall be rounded to the nearest one-tenth of one percent.

19. RECORDS & INSPECTION

19.1 Service Records. Contractor shall maintain all records generated by it in the ordinary course of business relating to the services provided hereunder, including customer lists, billing records, route maps, service records, financial records, operating statistics, and customer complaints. Such records shall be kept for at least five (5) years from the date of generation of each record, except that customer complaints need only be maintained for twenty-four (24) months as provided in Section 8.3.

19.2 Inspection. The City or its agent shall have the right, upon ten (10) business days' prior written notice, to inspect all such records that reasonably relate to this Agreement, for the purpose of verifying Contractor's compliance with this Agreement. Such records shall be made available to City for inspection at Contractor's regular place of business during Contractor's regular business hours.

19.3 Confidentiality. To the maximum extent permitted by Applicable Law, and subject to Section 19, City shall treat as confidential and not disclose all information made available by Contractor pursuant to Section 18.2, and all other information provided by Contractor to City that is marked "confidential" or "proprietary." City shall not use any such information except for purposes of verifying Contractor's compliance with this Agreement or performing City's obligations under this Agreement.

19.4 Customer Lists. At City's request upon reasonable prior notice, Contractor shall provide City the names of all customers of Contractor within the Franchise Area, the customer's address, the types of service provided to that customer, the number and type of Containers provided to such customer, and whether the customer is delinquent in payments.

20. PUBLIC RECORDS

Contractor acknowledges that City is subject to the California Public Records Act, Government Code Section 6250 et seq., and that unless a particular record is exempt from disclosure under the Public Records Act or other applicable statute, it must be disclosed to the public by City upon request. If City receives a request for disclosure of Contractor information under the Public Records Act, City shall promptly notify Contractor in writing of such request, and shall not disclose such information until at least five (5) business days after such notice has been given. If Contractor believes the information is exempt from disclosure, Contractor may at its own cost file suit to prevent the information from being disclosed. If Contractor does so, City shall not disclose such information until the matter has been decided by a court of competent jurisdiction. Any reasonable costs incurred by City in connection with such a suit brought by Contractor shall be borne by Contractor, unless City chooses to mount its own defense, independent of Contractor.

21. REPORTING

21.1 Annual Reports. On or before March 1, 2022 and each March 1 thereafter, Contractor shall submit to City an annual report for the prior calendar year containing at a minimum the following information:

- (a) Total tons of Solid Waste, Recyclables, Mixed Organics and C&D collected in prior year, allocated between Residential cart service, commercial cart and bin service, roll-off and compactor service.
- (b) Estimated diversion rates for Recyclables, Mixed Organics, and C&D in prior year, and basis for estimates (e.g., facility recovery rate, waste characterization studies, etc.)
- (c) Estimated diversion rate for all material collected in prior year, and how calculated
- (d) Total Solid Waste, Recyclable Material and Mixed Organics customers by line of business (i.e., Single-Family, Multi-Family, Commercial) and service level as of December 31
- (e) Percentage of Multi-Family and Commercial customers that have been provided for each of Recyclables and Mixed Organics collection service, as of December 31
- (f) Summary of public education and outreach activities in prior year
- (g) Total Gross Revenue generated and Franchise Fees payable in prior year

The parties may by mutual written agreement add to or modify the above requirements.

19.2 Quarterly Reports. The City reserves the right to require more frequent reporting by the Contractor (e.g., quarterly reports) of information for purposes of documenting progress toward meeting it AB 1383 reporting requirements or other purpose deemed necessary by the City.

21.2 CERCLA Defense Records. City views the ability to defend against CERCLA and similar litigation as a matter of great importance. Therefore, City regards the ability to prove where Solid Waste collected in the Service Area was taken for disposal to be a matter of concern. Contractor shall maintain records of where Solid Waste collected in the Service Area was landfilled (and therefore establish where it was not landfilled). Contractor shall maintain such records for a minimum of ten (10) years after expiration or earlier termination of this Agreement.

22. INDEMNIFICATION

22.1 General Indemnification. Contractor shall defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (collectively, "Indemnitees") from and against any and all claims, suits, proceedings, liabilities, damages, losses, penalties, and costs and expenses incidental thereto (including reasonable attorney's fees) (collectively, "Claims") arising or resulting from injury to or death of any person or damage to property, in each case to the extent caused by Contractor's breach of this Agreement, or Contractor's violation of Applicable Law, negligence or willful misconduct in connection with this Agreement, in each of the foregoing cases, except to the extent such Claims are caused by the violation of Applicable Law, negligence or willful misconduct of any Indemnitees, and except as expressly prohibited by statute. The foregoing indemnity shall apply if the Claim is caused by the joint negligence of any Indemnitees and Contractor, but only to the extent of Contractor's negligence.

22.2 Hazardous Substance Indemnification. Contractor shall defend, indemnify and hold harmless the Indemnitees from and against any and all Claims arising or resulting from the

release or threatened release by Contractor or any Affiliated Facility of any Hazardous Waste in connection with Contractor's performance of this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify Indemnitees from liability. For purposes of this subsection, "Claims" includes natural resources and punitive damages, and response, remediation and removal costs.

22.3 Prop. 218. City shall hold Contractor harmless against, and Contractor shall have no defense, indemnity or other obligation to any Indemnitee with respect to, any Claims arising out of or relating to City's alleged or actual failure to comply with Article XIIIC or XIID of the California Constitution. If a court ruling, majority protest, initiative or referendum (each, a "Restriction") prevents Maximum Rates from being established or increased as required by this Agreement, or reduces Maximum Rates from the levels otherwise required by this Agreement, then: (i) the Franchise Fee shall be reduced by the amount of revenue lost to Contractor by reason of the Restriction, and (ii) if the amount of such lost revenue exceeds the Franchise Fee, the Franchise Fee shall be reduced to zero, and Contractor's other obligations under this Agreement shall be reduced so that Contractor's cost of performing this Agreement (after applying the operating ratio set forth in Section 17.4(e)) are commensurate with the Maximum Rates that Contractor may legally charge, and (iii) either City or Contractor may at any time terminate this Agreement upon two (2) years' prior written notice to the other. City and Contractor shall negotiate in good faith any reduction in Contractor's obligations under clause (ii) above. Contractor shall not be liable to City for any reduction in or non-payment of the Franchise Fee by reason of this subsection, nor shall any such reduction or non-payment invalidate this Agreement. Nothing in this Agreement shall be deemed an admission by City or Contractor that Articles XIIIC or XIID of the California Constitution apply to the rates charged by Contractor under this Agreement.

23. INSURANCE

23.1 Contractor shall maintain insurance in compliance with this section, and shall ensure that each subcontractor performing work hereunder also maintains insurance in compliance with this section, as if the subcontractor were a party hereto. Contractor shall furnish insurance certificates evidencing the required coverages not later than ten (10) days prior to commencing services hereunder, and thereafter upon each policy renewal. Contractor shall maintain the following policies with at least the following limits:

Workers' Compensation	Statutory limits for CA	
Employer's Liability	Bodily Injury by Accident – Each Accident	\$1,000,000
	Bodily Injury by Disease – Each Employee	\$1,000,000
	Bodily Injury by Disease – Policy Limit	\$1,000,000
Commercial General Liability	Premises-Operations – Each Occurrence	\$1,000,000
	Annual Aggregate (Other Than Prod.-Compl. Ops.)	\$1,000,000
	Products-Completed Operations – Each Occurrence	\$1,000,000
	Products-Completed Operations – Annual Aggregate	\$1,000,000
Automobile Liability*	Combined Single Limit – Each Accident	\$1,000,000
Pollution Liability**	Single Limit – Each Occurrence	\$5,000,000

	Annual Aggregate	\$5,000,000
Umbrella Liability***	Single Limit – Each Occurrence	\$5,000,000
	Policy Limit	\$5,000,000
* Shall include MCS-90 and CA 9948 endorsements, or their equivalents."		
** Sudden and Gradual, including clean-up costs.		
*** In excess of Employer's Liability, Commercial General Liability, Automobile Liability and Product Liability.		

23.2 Each policy required hereunder shall, or shall be endorsed to: (i) contain a waiver of subrogation in favor of City and its elected officials, officers, employees and agents; (ii) name City and its elected officials, officers, employees and agents as additional insureds, except for Workers' Compensation and Employer's Liability; (iii) be primary, and any insurance or self-insurance maintained by such additional insureds shall not contribute with it, except for Workers' Compensation and Employer's Liability; (iv) remain in effect throughout the Term, and if written on a claims-made basis for five (5) years thereafter; (v) contain "cross-liability" or "separation of insureds" coverage; and (vi) be issued by companies licensed in each state where goods or services are provided, with an A.M. Best rating of A-:VII or better. If the issuer of any policy required hereunder is the subject of bankruptcy or insolvency proceedings, or becomes insolvent, Contractor shall within five (5) business days substitute another policy and issuer meeting the requirements of this section.

24. PERFORMANCE BOND

Contractor shall maintain throughout the term of this Agreement a performance bond in the amount of not less than \$10,000 for the benefit of, and in a form reasonably acceptable to, City, or such other financial assurance as City may determine provides equivalent assurance in the event of Contractor's failure to perform. Such performance bond or other financial assurance shall secure Contractor's full and faithful performance of its obligations under this Agreement throughout its term. A performance bond provided under this section shall be executed by a surety company licensed to do business in the State of California, with an A. M. Best or Standard and Poor's rating of at least "A-", and included on the list of surety companies approved by the Treasurer of the United States.

25. FORCE MAJEURE.

Notwithstanding any other provision, Contractor shall be excused from performing its obligations hereunder to the extent and for so long as performance of such obligations is rendered impossible, impracticable, or unsafe due to Force Majeure or the effect thereof. "Force Majeure" means earthquake, fire, flood, landslide, epidemic/pandemic, other act of nature, war, terrorism, sabotage, civil disturbance, strike or other labor action, governmental (including judicial) action, or any other event not the fault of and beyond the reasonable control of Contractor. Force Majeure shall not include governmental action resulting from Contractor's violation of Applicable Law. Contractor shall as soon as reasonably practicable provide City with written notice of any nonperformance excused by this section, together with a description of the Force Majeure and the reason it renders performance impossible, impracticable or unsafe. Contractor shall restore performance as soon as reasonably possible.

26. RIGHT OF CITY TO PERFORM

26.1 If due to Force Majeure or for any other reason Contractor fails to collect, transport and dispose of or process all or a substantial portion of the waste that it is obligated to under this

Agreement for more than three (3) consecutive business days, and as a result waste accumulates in the Franchise Area in such a manner that the City in its reasonable discretion finds that such accumulation endangers public health or safety, then City upon approval by the City Council may take possession of Contractor's vehicles and Containers used in the performance of this Agreement for the purpose of providing the services that Contractor is failing to perform. If City takes possession of Contractor's equipment under this section, City shall have the right to use the Affiliated Facilities to the extent Contractor had been using them to perform this Agreement.

26.2 During any such possession, City shall be responsible for maintaining and repairing Contractor's vehicles and Containers, and shall replace or repair any that are damaged or destroyed (other than through ordinary wear and tear). City shall defend, indemnify and hold harmless Contractor from Claims arising out of City's (or its subcontractor's) negligence, willful misconduct or violation of Applicable Law in operating Contractor's vehicles or Containers, using the Affiliate Facilities, or otherwise providing the services. Contractor shall pay City the rate revenue received by Contractor attributable to the services performed by City. If Contractor's failure to perform is excused due to Force Majeure, City will pay Contractor the reasonable rental value of the vehicles and Containers used by City, as well as any applicable tip fees at the Affiliated Facilities. City may subcontract the use and operation of Contractor's vehicles and Containers and use of the Affiliated Facilities to a third party. City may retain possession of Contractor's vehicles and Containers until Contractor demonstrates to City's reasonable satisfaction that it is willing and able to resume providing services, but no longer than one hundred eighty (180) days.

27. DISPUTE RESOLUTION.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be finally determined by binding arbitration in Sacramento, CA before a single neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, as in effect on the date a claim is first filed. Judgment on the award may be entered in any court having jurisdiction. This section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by it in connection with the arbitration. The costs of the arbitration, including JAMS/arbitrator fees, shall be shared equally by the parties. The parties shall treat the proceedings, any related discovery and the arbitrator's decisions as confidential, except in connection with judicial proceedings ancillary to the arbitration, or as required by law or to protect a legal right of a party.

28. TERMINATION

28.1 A party shall be in default under this Agreement if it breaches any material obligation under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice by the non-breaching party of the breach, provided, however, that if the nature of the breach is such that it shall reasonably require more than thirty (30) days to cure, the breaching party shall not be in default so long as it promptly commences the cure and diligently proceeds to

completion of the cure. If a party is in default under this Agreement, the other party may terminate this Agreement by providing at least thirty (30) days prior written notice to the defaulting party.

28.2 In addition to the above, City may terminate this Agreement by providing at least thirty (30) days prior written notice to Contractor if Contractor (i) files a voluntary petition for relief under any bankruptcy, insolvency or similar law; (ii) has an involuntary petition filed against it under any bankruptcy, insolvency or similar law, which petition remains undismissed or unstayed for ninety (90) days; (iii) is the subject of a seizure or attachment of, or levy on, a substantial part of Contractor's equipment used in the performance of this Agreement, and such seizure, attachment or levy is not removed, or substitute equipment provided, within ninety (90) days.

29. MISCELLANEOUS PROVISIONS

29.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any prior agreements, representations or understandings with respect thereto (except as provided in Section 2). The exhibits hereto are integral parts of this Agreement.

29.2 Amendment. No modification, waiver or amendment of this Agreement or any provision hereof shall be effective unless in writing and signed by the party(ies) to be bound. However, Exhibit A shall be deemed automatically amended to reflect all Maximum Rate adjustments made pursuant to this Agreement, without need of a signed writing.

29.3 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law or conflicts of law provisions.

29.4 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively made upon personal delivery, or confirmed delivery by nationally recognized overnight courier, to the party to be notified, at such party's address specified below. A party may change its address for notices from time to time by providing written notice to the other party in accordance with this section.

To City: City of Oroville
Attn: City Administrator
1735 Montgomery Street
Oroville, CA 95965

To Contractor: Recology Butte Colusa Counties
Attn: Legal Department
50 California Street, 24th Floor
San Francisco, CA 94111

29.5 No Waivers. No failure or delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

29.6 Severability. If any non-material provision of this Agreement is for any reason held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of any other provision of this Agreement.

29.7 No Subcontracting. Contractor shall not subcontract or delegate to any other Person, other than an Affiliate of Contractor, the performance of any of Contractor's obligations under this Agreement, without City's prior written consent.

29.8 Independent Contractor. Contractor is an independent contractor, and not an officer, employee or agent of City. Neither Contractor nor its officers, employees, agents or subcontractors shall obtain any rights or benefits which accrue to City's employees. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor.

29.9 Compliance With Law. Each Party in the performance of its obligations hereunder shall comply with all Applicable Laws.

29.10 Assignment. Contractor shall not assign this Agreement to any other Person without City's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of City and Contractor.

29.11 Survival. The following provisions shall survive the expiration or earlier termination of this Agreement: 21.2 (CERCLA Defense Records), 28 (Indemnification), 27 (Dispute Resolution) and 29 (Miscellaneous).

29.12 No Conflict. Each party represents and warrants that its execution, delivery and performance of this Agreement has been duly authorized and does not and shall not conflict with or constitute a breach of any agreement to which it is a party or by which it is bound, any provision of Applicable Law, or any other legal requirement.

29.13 Interpretation. This Agreement shall be construed as if drafted jointly by the parties, and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement. Section headings are for convenience and shall not be used in construing this Agreement. "Including" and its variants mean "including without limitation."

29.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Facsimile signatures (including PDFs sent by email or DocuSigned) shall be valid.

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IN WITNESS THEREOF, City and Contractor have executed this Solid Waste, Recyclable Materials and Organic Waste Franchise Agreement as of the date first written above.

CITY OF OROVILLE

By: 

[name]
[title]

RECOLOGY BUTTE COLUSA COUNTIES

By: 

Salvatore M. Coniglio
Chief Executive Officer

Approved as to form:

By: 

[name]
[title]

Exhibit B

SB 1383 Related Matters

1. Definitions

- 1.1. "Blue Container" means a Container colored as follows: (a) the lid shall be blue, or (b) the body shall be blue and the lid shall be either blue, gray, or black. Hardware such as hinges and wheels may be any color.
- 1.2. "Gray Container" means a Container colored as follows: (a) the lid shall be gray or black, or (b) the body shall be gray or black and the lid shall be gray or black. Hardware such as hinges and wheels may be any color.
- 1.3. "Green Container" means a Container colored as follows: (a) the lid shall be green, or (b) the body shall be green and the lid shall be green, gray, or black. Hardware such as hinges and wheels may be any color.
- 1.4. "Hauler Route" means the designated weekly itinerary or sequence of stops scheduled to be performed by one collection vehicle providing regularly scheduled Solid Waste, Recyclables or Compostables collection services (not on-call or Bulky Item/Abandoned Waste), excluding compactor collection services, within the Service Area.
- 1.5. "Prohibited Container Contaminants" means any of the following:
 - 1.5.1. Non-Compostables placed in the Green Container, including but not limited to textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction & Demolition Debris, and Hazardous Waste;
 - 1.5.2. Compostables or Recyclables placed in the Gray Container that is specifically identified under the Agreement for collection in the Green Container or Blue Container;
 - 1.5.3. Compostables placed in the Blue Container that is specifically identified under the Agreement for collection in the Green Container. Paper products and printing and writing paper may be considered acceptable and not considered Prohibited Container Contaminants if they are placed in the Blue Container.
- 1.6. "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras.
2. "SB 1383 Regulations" means or refers to Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Article 12 and amended portions of regulations of 14 CCR and 27 CCR. Container Colors.
- 2.1. General Requirement. Contractor shall ensure that each Container that it newly purchases after January 1, 2022 and provides to a Customer serviced under the Agreement conforms to the following color scheme: Gray Containers for collection of Solid Waste, Blue Containers for collection of Recyclables, and Green Containers for collection of

Compostables. In addition, Contractor shall ensure that all Containers it uses to provide such services to Customers serviced under the Agreement conform to such color scheme by January 1, 2036.

- 2.2. Specific Material Types. Paper products and printing and writing paper, each as defined in the SB 1383 Regulations, may be placed in either the Blue Container or the Green Container. Carpet and textiles may not be placed in either the Blue Container or the Green Container.

3. Container Labels.

- 3.1. General Requirement. Contractor shall ensure that each Container (or Container lid) that it newly purchases after January 1, 2022 and provides to a Customer serviced under the Agreement shall be labeled or imprinted with language and/or graphics that clearly indicates the primary items accepted and the primary items that are Prohibited Container Contaminants for that Container type. Contractor may comply with this section by using model labeling provided by CalRecycle.

4. Route Reviews.

- 4.1. General Requirement. At least once annually, beginning in 2023, Contractor shall provide the City with a list of all hauler routes and service days for City staff to utilize to conduct annual route reviews. Contractor shall provide additional route review assistance in the form of outreach materials, such as cart tags and educational material explaining how to properly source separate materials in Contractor's provided 3 cart system for City staff to distribute when performing route reviews.
- 4.2. Notice of Contamination. If Contractor finds Prohibited Container Contaminants in a Container during daily collection the cart will be tagged with a cart tag and the generator account information and noted contamination violation will be noted and reported to the City on a weekly basis.

5. Compliance Reviews.

- 5.1. General Requirement. At least once annually, beginning in 2023, Contractor shall review the records of its Commercial Service Recipients in the City that are subscribed for at least two (2) cubic yards per week of combined Garbage, Mixed Organics and Recyclable Materials service, to determine whether those Commercial Service Recipients are subscribed for Mixed Organics collection service or have an applicable waiver. Contractor shall include the results of each compliance review in its quarterly reports the City, as required by Section 7.
- 5.2. Site Visits. Based on the results of Contractor's Compliance Reviews conducted pursuant to Section 5.1, Contractor shall conduct an annual site visit to each Commercial Service Recipient in the City that is subscribed for at least two (2) cubic yards per week of combined Garbage, Mixed Organics and Recyclable Materials Service and determined to not be subscribed to Organic Waste Collection Service and that has not been granted a waiver. During the site visits, Contractor shall encourage those businesses to sign up for SB 1383 compliant Organics Waste Collection Service and provide educational material about SB 1383's requirements. Contractor will also collect photographic documentation

during all site visits. The Contractor shall conduct no less than 30XX in-depth, in-person, diversion site visits per quarter.

6. Education & Outreach.

6.1. Prior to May 1, 2022, and annually thereafter, Contractor shall provide the following to all Service Recipients under the Agreement. This information will be provided, at a minimum, through print and/or electronic media, on the Contractor's website, and may also be provided through workshops, meetings and/or on-site visits. Contractor shall provide Commercial Service Recipients with interactive assistance such as employee trainings, in a virtual or in-person format, when Mixed Organics Collection Service is added, or upon request.

6.1.1. Information on the Customer's requirements to properly separate MSW, Recyclable Material and Organic Waste materials in appropriate containers and required by City Ordinance No. 1861.

6.1.2. Information on methods for: the prevention of MSW, Recyclable Material and Compostables generation, recycling Compostables on-site, sending Recyclable Materials and Compostables to community recycling and composting facilities, and any other local requirements regarding MSW, Recyclable Materials and Compostables.

6.1.3. Information regarding the Green House Gas reduction benefits of reducing the landfill disposal of Recyclable materials and Compostables, and the methods of Recyclable Materials and Compostables recovery contemplated by the Agreement.

6.1.4. Information regarding how to recover Recyclable Materials and Compostables.

6.1.5. Information related to the public health and safety and environmental impacts associated with the landfill disposal of MSW, Recyclable Material and Compostables.

6.2. The above information will be provided, at a minimum, through print and/or electronic media, on the local Recology website, and may also be provided through workshops, meetings and/or on-site visits.

6.3. Educational materials provided pursuant to the above shall be translated into Spanish.

7. Reporting.

7.1. Beginning January 1, 2022, Contractor shall provide the following information to City as part of Contractor's regularly scheduled quarterly reports under the Agreement:

7.1.1. For information provided by Contractor pursuant to Section 6 above:

(a) Copies of all such information (including flyers, brochures, newsletters, invoice messaging, website and social media postings, mass emails, and other mass electronic messages).

- (b) The date the information was disseminated or the direct contact made. For website and social media postings, this shall be the date posted.
- (c) To whom the information was disseminated or the direct contact made. For mass distributions such as mailings or bill inserts, Contractor may provide the type and number of accounts receiving the information, rather than listing each recipient individually.
- (d) Notwithstanding any other provision, Contractor shall not be required to track or provide copies of emails, texts, or other electronic communications with individual Customers (e.g. if a CSR answers a customer question).

7.1.2. For Compliance Reviews:

- (a) The date the review was conducted.
- (b) The name and title of each person conducting the review.
- (c) For Compliance Reviews, the results of such review (i.e. Contractor's findings as to whether the Customers reviewed are subscribed for Compostables collection service, have an applicable waiver, or neither), and any relevant evidence supporting such findings (e.g. a spreadsheet based on Contractor's account records summarizing the reviewed Customers' service levels and waiver status).
- (d) Copies of any educational materials issued pursuant to such reviews (other than notices of Prohibited Container Contaminants, which are covered below).

7.1.3. Documentation relating to observed Prohibited Container Contaminants:

- (a) Copies of the form of each notice issued by Contractor to Customers for Prohibited Container Contaminants, as well as, for each such form, a list of the Customers to which such notice was issued, the date of issuance, the Customer's name and service address, and the reason for issuance (if the form is used for multiple reasons).
- (b) The number of times notices were issued to Customers for Prohibited Container Contaminants.
- (c) The number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.

7.1.4. A description of Contractor's process for determining the level of Container contamination under the Agreement.

8. Waivers

- 8.1. General. City may grant de minimis and/or physical space waivers to Commercial or Multi-Family customers (not Single-Family Customers) that exempt the Customer from the requirement to subscribe for Recyclable Materials or Mixed Organics Collection service. If a customer has more than one service address, City shall require the customer to submit

a separate waiver application for each service address. Contractor will notify the City of any waiver requests received and/or any waiver recommendation determined by the Contractor for review by City staff.

- 8.2. Contractor will provide a link to the City's online waiver application page on their website for those looking for the City's waiver application.
- 8.3. Contractor Review of Customer Waiver Requests. Upon City request, Contractor shall review the Commercial or Multi-Family customer's waiver application, verify the accuracy of factual matters stated in the application that are readily verifiable from Contractor's computer systems (e.g. service levels), inspect the applicable service address to assess the matters specified below, and provide City with documentation of the inspection. In lieu of visiting the service address, inspections may be conducted via video.
- 8.4. Scope of Inspection. In its inspections, Contractor shall only be required to assess the following matters, unless otherwise mutually agreed by Contractor and City: (i) For physical space waiver applications, whether the Container storage area(s) at the service address are in Contractor's opinion sufficient to add a Recyclable Materials and/or Mixed Organics container (whichever one(s) the Customer is seeking a physical space waiver for). "Container storage area" means a contiguous area designated by the Customer for storage of Refuse, Recyclable Materials, and/or Mixed Organics Containers. (ii) For de minimis waiver applications, the estimated weekly volume of Mixed Organics and/or Recyclable Materials generated by the Customer and discarded in the Solid Waste Containers at the service address. The estimate shall be based on a single visual inspection of the contents of Container(s) at the service address. Each inspection shall involve observing the contents of the Container(s) (whether by lifting the lid, using a camera, or other method deemed appropriate by Contractor), but shall not require Contractor to disturb the contents or open any bags.
- 8.5. Service Level Updates. City will be responsible for approving or denying the waiver applications following receipt of Contractor's documentation. When City grants, denies, extends or terminates a waiver, City shall within ten (10) Business Days provide the following information to the Customer and Contractor in writing: (i) the specific Customer and service address to which the waiver applies, (ii) whether the waiver was granted/denied or extended/terminated, and (iii) any changes to service level or Collection service requirements required or permitted to be made by the Customer. At Contractor's request, City shall provide Contractor an updated listing of waivers approved by City, including each Customer's names, mailing address, service address, date waiver was granted/denied/extended, and type of waiver.
- 8.6. Limitations. Notwithstanding the foregoing: Contractor shall maintain [XXX] full time equivalent route auditors dedicated to the Service Area. Contractor shall not be required to conduct waiver reviews for more than [XXX] service addresses per week on average for the Service Area, for each such route auditor. Physical space and de minimis waivers will be counted separately for purposes of the preceding sentence. If a service address has multiple container storage areas, every 3 container storage areas (or fraction thereof) shall be counted as 1 waiver review (e.g. a service address with 4-6 container storage areas would count as 2 waiver reviews, a service address with 7-9 container storage areas would count as 3 waiver reviews, etc.). Contractor's obligation to conduct waiver reviews is subject to the Customer timely permitting Contractor's personnel to inspect the Customer's premises during normal business hours and provide information reasonably

requested by Contractor. Except for account and service level information in Contractor's database and the factual matters required to be assessed by Contractor as provided in subsection 8.3 above, Contractor shall be entitled to rely on information provided by the Customer, and shall not be responsible for any false or inaccurate information provided by the Customer.

Commercial Bin Rates

City of Oroville

Rates to become Effective January 01, 2023

Item 5.

COMMERCIAL BIN RATES

Bin Size	Frequency (Pickups per Week)					
	1	2	3	4	5	6
1.0 Cu Yd						
Base Rate	\$108.48	\$201.04	\$293.60	\$386.06	\$478.63	\$623.96
Disposal	15.33	30.65	45.99	61.31	76.64	91.96
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$123.81	\$231.69	\$339.59	\$447.37	\$555.27	\$715.92
Franchise Fee	13.76	25.74	37.73	49.71	61.70	79.55
TOTAL	\$137.57	\$257.43	\$377.32	\$497.08	\$616.97	\$795.47
1.5 Cu Yd						
Base Rate	\$131.68					
Disposal	22.99					
Other	0.00					
Sub Total	\$154.67					
Franchise Fee	17.19					
TOTAL	\$171.86					
2.0 Cu Yd						
Base Rate	\$155.76	\$280.41	\$405.05	\$529.72	\$654.44	\$854.73
Disposal	30.65	61.31	91.96	122.63	153.28	183.94
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$186.41	\$341.72	\$497.01	\$652.35	\$807.72	\$1,038.67
Franchise Fee	20.71	37.97	55.22	72.48	89.75	115.41
TOTAL	\$207.12	\$379.69	\$552.23	\$724.83	\$897.47	\$1,154.08
3.0 Cu Yd						
Base Rate	\$202.97	\$359.80	\$516.61	\$673.47	\$830.28	\$1,085.21
Disposal	45.99	91.96	137.95	183.94	229.92	275.90
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$248.96	\$451.76	\$654.56	\$857.41	\$1,060.20	\$1,361.11
Franchise Fee	27.66	50.20	72.73	95.27	117.80	151.23
TOTAL	\$276.62	\$501.96	\$727.29	\$952.68	\$1,178.00	\$1,512.34
4.0 Cu Yd						
Base Rate	\$250.21	\$439.20	\$628.17	\$817.11	\$1,006.05	\$1,315.81
Disposal	61.31	122.63	183.94	245.25	306.57	367.88
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$311.52	\$561.83	\$812.11	\$1,062.36	\$1,312.62	\$1,683.69
Franchise Fee	34.61	62.43	90.23	118.04	145.85	187.08
TOTAL	\$346.13	\$624.26	\$902.34	\$1,180.40	\$1,458.47	\$1,870.77
5.0 Cu Yd						
Base Rate	\$297.49	\$518.59	\$739.69	\$960.79	\$1,182.15	\$1,546.40
Disposal	76.64	153.28	229.92	306.57	383.20	459.84
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$374.13	\$671.87	\$969.61	\$1,267.36	\$1,565.35	\$2,006.24
Franchise Fee	41.57	74.65	107.73	140.82	173.93	222.92
TOTAL	\$415.70	\$746.52	\$1,077.34	\$1,408.18	\$1,739.28	\$2,229.16
6.0 Cu Yd						
Base Rate	\$344.78	\$597.96	\$851.24	\$1,104.49	\$1,358.22	\$1,776.99
Disposal	91.96	183.94	275.90	367.88	459.84	551.81
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$436.74	\$781.90	\$1,127.14	\$1,472.37	\$1,818.06	\$2,328.80
Franchise Fee	48.53	86.88	125.24	163.60	202.01	258.76
TOTAL	\$485.27	\$868.78	\$1,252.38	\$1,635.97	\$2,020.07	\$2,587.56

Rates to Become Effective January 01, 2023
RESIDENTIAL RATES

One Pickup per Week	Monthly Rate	
	Regular	Senior
1 x 32 -gallon Can (w/o S/Cs)	\$26.40	\$25.34
2 x 32 -gallon Cans (w/o S/Cs)	37.38	36.32
3 x 32 -gallon Cans (w/o S/Cs)	45.22	n / a
1 x 64 -gallon Cart (w/o S/Cs)	\$35.32	\$34.26
1 x 96 -gallon Cart (w/o S/Cs)	\$37.68	\$36.62
Add'l Can w/ 96-gal Toter	\$11.68	n / a
Back Yard Service	\$10.07	n / a
Hazardous Waste Surcharge	\$0.51	\$0.51
AB 939 Compliance Fee (City)	\$0.63	\$0.63

COMMERCIAL RATES

Container Size	Frequency (Pickups per Week)						
	1	2	3	4	5	6	7
1.0 Cu. Yd. Bin	\$137.57	\$257.43	\$377.32	\$497.08	\$616.97	\$795.47	n / a
1.5 Cu. Yd. Bin	\$171.86	n / a	n / a	n / a	n / a	n / a	n / a
2.0 Cu. Yd. Bin	\$207.12	\$379.69	\$552.23	\$724.83	\$897.47	\$1,154.08	n / a
3.0 Cu. Yd. Bin	\$276.62	\$501.96	\$727.29	\$952.68	\$1,178.00	\$1,512.34	n / a
4.0 Cu. Yd. Bin	\$346.13	\$624.26	\$902.34	\$1,180.40	\$1,458.47	\$1,870.77	n / a
6.0 Cu. Yd. Bin	\$485.27	\$868.78	\$1,252.38	\$1,635.97	\$2,020.07	\$2,587.56	n / a
1 x 32 -gallon Can	\$22.46	n / a	n / a	n / a	n / a	n / a	n / a
2 x 32 -gallon Cans	\$33.44	n / a	n / a	n / a	n / a	n / a	n / a
3 x 32 -gallon Cans	\$41.26	n / a	n / a	n / a	n / a	n / a	n / a
1 x 64 gallon Cart	\$31.37	n / a	n / a	n / a	n / a	n / a	n / a
1 x 96 gallon Cart	\$33.74	n / a	n / a	n / a	n / a	n / a	n / a

DEBRIS BOX - Single Pull Rates

20 Cu. Yd. Bin	\$500.37 per pull
30 Cu. Yd. Bin	681.44 per pull
40 Cu. Yd. Bin	828.04 per pull
Trip charge	\$69.04 per trip

RESIDENTIAL RATES**City of Oroville**

Rates to become Effective January 01, 2023

	<u>January 01, 2023</u>
Household Hazardous Waste Surcharge	\$0.51
AB 939 Compliance Fee (City of Oroville)	\$0.63
Once per Week Service	
96-gallon Cart	
Basic Rate	\$37.68
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
Monthly Charge	<u>\$38.82</u>
64-gallon Cart	
Basic Rate	\$35.32
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
Monthly Charge	<u>\$36.46</u>
Additional Can (with 96-gallon Cart)	
Basic Rate	\$11.68
Household Hazardous Waste Surcharge	n/a
AB 939 Compliance Fee	n/a
Monthly Charge	<u>\$11.68</u>
1 x 32-gallon Can	
Basic Rate	\$26.40
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
Monthly Charge	<u>\$27.54</u>
2 x 32-gallon Cans	
Basic Rate	\$37.38
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
Monthly Charge	<u>\$38.52</u>
3 x 32-gallon Cans	
Basic Rate	\$45.22
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
Monthly Charge	<u>\$46.36</u>
Backyard Pickup	
Regular (in addition to service above)	\$10.07
Senior Citizen Discount (applies to Cart or Can service only)	(\$1.06)

Recology Butte Colusa Counties

COMMERCIAL RATES

City of Oroville

Rates to become Effective January 01, 2023

Carts (Toters) and 32-gallon Cans

Once per Week Service	Monthly Charge
96-gallon Cart	\$33.74
64-gallon Cart	31.37
1 x 32-gallon Can	\$22.46
2 x 32-gallon Cans	33.44
3 x 32-gallon Cans	41.26
Additional Can (with 96-gallon Cart)	\$11.68

Bins - Charge per Month

Ctr. Size (Cu. Yd.)	Service (times per week)					
	1	2	3	4	5	6
1.0	\$137.57	\$257.43	\$377.32	\$497.08	\$616.97	\$795.47
1.5	171.86					
2.0	207.12	379.69	552.23	724.83	897.47	1,154.08
3.0	276.62	501.96	727.29	952.68	1,178.00	1,512.34
4.0	346.13	624.26	902.34	1,180.40	1,458.47	1,870.77
6.0	485.27	868.78	1,252.38	1,635.97	2,020.07	2,587.56

Extra Pickup: Charge per Pickup

Ctr. Size (Cu. Yd.)	Charge
1.0	\$41.74
1.5	50.84
2.0	61.60
3.0	82.84
4.0	104.07
6.0	147.01

Recology Butte Colusa Counties
COMPACTOR & DEBRIS BOX RATES
City of Oroville

Rates to become Effective January 01, 2023

DEBRIS BOX	Charge per Load
Size (In cubic Yards	
3	\$188.47
6	246.07
15	433.39
20	500.37
22	n / a
25	n / a
30	681.44
40	828.04

COMPACTOR	Charge per Load
Size (In cubic Yards	
4	n / a
6	n / a
15	\$508.96
20	631.22
22	750.31
25	916.74
30	1,007.43
40	1,342.63

Trip Charge	\$67.74
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**Recology Butte Colusa Counties
COMPACTOR & DEBRIS BOX RATES
City of Oroville
Rates to become Effective January 01, 2023**

PROPOSED RESIDENTIAL RATES

One Pickup per Week	Base Rate	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	Total Charge
Call Back	8.61	-	8.61	0.96			0.00	9.57
Contamination	8.61	-	8.61	0.96			0.00	9.57

PROPOSED COMMERCIAL CAN & CART RATES

One Pickup per Week	Base Rate	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	Total Charge
Call Back	\$15.89	\$2.55	\$18.44	\$2.05	\$0.00	\$0.00	\$0.00	\$20.49
Contamination	22.57	2.55	25.12	2.79	0.00	0.00	0.00	27.91



10 December 2025

Brian Ring, City Administrator
City of Oroville
1735 Montgomery St.
Oroville, Ca 95965

RE: 2026 Rate Application

Dear Brian,

Please accept this package as our application for a rate increase effective 1 January 2026. Based on CPI and the increased landfill tipping fee, the maximum rates for the City of Oroville customers will increase by an average of 4.7%.

As set forth in Section 18.2 of the Franchise Agreement between the City of Oroville and Recology Butte Colusa Counties, the annual cap of 4% no longer applies in 2026 nor any subsequent rate adjustments.

We are happy to discuss the specifics of our application and provide any additional information or clarification that may be required. Our team is available at your convenience to address any questions or concerns you may have regarding the proposed rate increase.

I appreciate your time and consideration in reviewing our application. Your guidance and feedback on this matter are invaluable to us. I look forward to the opportunity to discuss this further and work together to ensure the continued provision of high-quality services to our community.

Respectfully,

Marci Walton

Marci Walton (Dec 10, 2025 19:22:48 PST)

Marci Walton
General Manager

Cc: Ed Farewell
Seth Hansen
Nikki Burke
Jesse Gutierrez

RECOLOGY BUTTE COLUSA COUNTIES
CITY OF OROVILLE
RESIDENTIAL RATES

		CURRENT RATES EFFECTIVE JANUARY 1, 2025					NEW RATES EFFECTIVE JANUARY 1, 2026				
		AB939					AB939				
		Base Rate	Franchise Fee	Hazardous Waste Fee	Compliance Fee	Total Charges	Base Rate	Franchise Fee	Hazardous Waste Fee	Compliance Fee	Total Charges
Basic SFD Cart Service											
1	1-32G MSW, 1-64G Recycling, 1-96G -Organics	\$25.31	\$2.94	\$.51	\$.63	\$29.39	\$26.49	\$3.07	\$.51	\$.63	\$30.70
2	2-32G MSW, 1-64G Recycling, 1-96G -Organics	\$35.87	\$4.11	\$.51	\$.63	\$41.12	\$37.54	\$4.30	\$.51	\$.63	\$42.98
3	3-32G MSW, 1-64G Recycling, 1-96G -Organics	\$43.38	\$4.95	\$.51	\$.63	\$49.47	\$45.40	\$5.17	\$.51	\$.63	\$51.71
4	1-64G MSW, 1-64G Recycling, 1-96G -Organics	\$33.83	\$3.89	\$.51	\$.63	\$38.86	\$35.39	\$4.06	\$.51	\$.63	\$40.59
5	1-96G MSW, 1-64G Recycling, 1-96G -Organics	\$36.09	\$4.14	\$.51	\$.63	\$41.37	\$37.76	\$4.32	\$.51	\$.63	\$43.22
6	Add'l 96G Cart MSW	\$11.25	\$1.25	-	-	\$12.50	\$11.78	\$1.31	-	-	\$13.09
7	Add'l 64G Cart Recycling	\$6.74	\$.75	-	-	\$7.49	\$7.08	\$.79	-	-	\$7.87
8	Add'l 96G Cart Greenwaste	\$9.37	\$1.04	-	-	\$10.41	\$9.83	\$1.09	-	-	\$10.92
9	Back Yard Service	\$9.80	\$1.09	-	-	\$10.89	\$10.29	\$1.14	-	-	\$11.43
Senior Citizen Rates											
10	1-32G MSW, 1-64G Recycling, 1-96G -Organics	\$24.28	\$2.82	\$.51	\$.63	\$28.24	\$25.41	\$2.95	\$.51	\$.63	\$29.50
11	2-32G MSW, 1-64G Recycling, 1-96G -Organics	\$34.84	\$4.00	\$.51	\$.63	\$39.98	\$36.46	\$4.18	\$.51	\$.63	\$41.78
12	3-32G MSW, 1-64G Recycling, 1-96G -Organics	-	-	-	-	-	-	-	-	-	-
13	1-64G MSW, 1-64G Recycling, 1-96G -Organics	\$32.80	\$3.77	\$.51	\$.63	\$37.71	\$34.31	\$3.94	\$.51	\$.63	\$39.39
14	1-96G MSW, 1-64G Recycling, 1-96G -Organics	\$35.06	\$4.02	\$.51	\$.63	\$40.22	\$36.68	\$4.20	\$.51	\$.63	\$42.02
Other Charges											
15	Call Back	\$9.31	\$1.03	-	-	\$10.34	\$9.78	\$1.09	-	-	\$10.87
16	Contamination Charge	\$13.50	\$1.50	-	-	\$15.00	\$14.17	\$1.57	-	-	\$15.74
17	Overage Charge	\$13.50	\$1.50	-	-	\$15.00	\$14.17	\$1.57	-	-	\$15.74
18	Extra Pickup Return Trip (On Collection Day)	\$13.44	\$1.49	-	-	\$14.93	\$14.11	\$1.57	-	-	\$15.68
19	Extra Pickup Return Trip (Non-Service Day)	\$33.63	\$3.74	-	-	\$37.37	\$35.31	\$3.92	-	-	\$39.23
20	Cart Replacement	\$100.85	\$11.21	-	-	\$112.06	\$105.89	\$11.77	-	-	\$117.66
21	Cart Exchange	\$47.08	\$5.23	-	-	\$52.31	\$49.43	\$5.49	-	-	\$54.92
22	Bulky Item Pickup										
23	Trip Fee	\$53.77	\$5.97	-	-	\$59.74	\$56.46	\$6.27	-	-	\$62.73
24	Each Item	\$20.17	\$2.24	-	-	\$22.41	\$21.18	\$2.35	-	-	\$23.53
25	Freon Appliance	\$39.67	\$4.41	-	-	\$44.08	\$41.65	\$4.63	-	-	\$46.28
Walk In Service											
26	5 - 100ft	\$18.81	\$2.09	-	-	\$20.90	\$19.75	\$2.19	-	-	\$21.94
27	101-200ft	\$26.90	\$2.99	-	-	\$29.89	\$28.24	\$3.14	-	-	\$31.38

RECOLOGY BUTTE COLUSA COUNTIES
CITY OF OROVILLE
COMMERCIAL RATES

	Container Type/Size or Service Type	CURRENT RATES EFFECTIVE JANUARY 1, 2025					NEW RATES EFFECTIVE JANUARY 1, 2026				
		AB939					AB939				
		Base Rate	Franchise Fee	Hazardous Waste Fee	Compliance Fee	Total Charges	Base Rate	Franchise Fee	Hazardous Waste Fee	Compliance Fee	Total Charges
	1.0 cubic yard bin										
1	1 Time per Week	\$133.30	\$14.81	-	-	\$148.11	\$139.78	\$15.53	-	-	\$155.31
2	2 Time per Week	\$249.37	\$27.71	-	-	\$277.08	\$261.46	\$29.05	-	-	\$290.51
3	3 Time per Week	\$365.46	\$40.61	-	-	\$406.07	\$383.18	\$42.58	-	-	\$425.76
4	4 Time per Week	\$481.42	\$53.49	-	-	\$534.91	\$504.75	\$56.08	-	-	\$560.83
5	5 Time per Week	\$597.51	\$66.39	-	-	\$663.90	\$626.45	\$69.61	-	-	\$696.06
6	6 Time per Week	\$770.66	\$85.63	-	-	\$856.29	\$808.07	\$89.79	-	-	\$897.86
	1.5 cubic yard bin										
7	1 Time per Week	\$166.37	\$18.49	-	-	\$184.86	\$174.41	\$19.38	-	-	\$193.79
	2.0 cubic yard bin										
8	1 Time per Week	\$200.40	\$22.27	-	-	\$222.67	\$210.04	\$23.34	-	-	\$233.38
9	2 Time per Week	\$367.15	\$40.79	-	-	\$407.94	\$384.77	\$42.75	-	-	\$427.52
10	3 Time per Week	\$533.89	\$59.32	-	-	\$593.21	\$559.47	\$62.16	-	-	\$621.63
11	4 Time per Week	\$700.68	\$77.85	-	-	\$778.53	\$734.23	\$81.58	-	-	\$815.81
12	5 Time per Week	\$867.50	\$96.39	-	-	\$963.89	\$909.02	\$101.00	-	-	\$1010.02
13	6 Time per Week	\$1116.07	\$124.01	-	-	\$1240.08	\$1169.65	\$129.96	-	-	\$1299.61
	3.0 cubic yard bin										
14	1 Time per Week	\$268.05	\$29.78	-	-	\$297.83	\$281.08	\$31.23	-	-	\$312.31
15	2 Time per Week	\$486.17	\$54.02	-	-	\$540.19	\$509.74	\$56.64	-	-	\$566.38
16	3 Time per Week	\$704.29	\$78.25	-	-	\$782.54	\$738.39	\$82.04	-	-	\$820.43
17	4 Time per Week	\$922.47	\$102.50	-	-	\$1024.97	\$967.11	\$107.46	-	-	\$1074.57
18	5 Time per Week	\$1140.58	\$126.73	-	-	\$1267.31	\$1195.75	\$132.86	-	-	\$1328.61
19	6 Time per Week	\$1464.82	\$162.76	-	-	\$1627.58	\$1535.83	\$170.65	-	-	\$1706.48
	4.0 cubic yard bin										
20	1 Time per Week	\$334.49	\$37.17	-	-	\$371.66	\$350.47	\$38.94	-	-	\$389.41
21	2 Time per Week	\$602.77	\$66.97	-	-	\$669.74	\$631.43	\$70.16	-	-	\$701.59
22	3 Time per Week	\$871.02	\$96.78	-	-	\$967.80	\$912.35	\$101.37	-	-	\$1013.72
23	4 Time per Week	\$1139.24	\$126.58	-	-	\$1265.82	\$1193.23	\$132.58	-	-	\$1325.81
24	5 Time per Week	\$1407.47	\$156.39	-	-	\$1563.86	\$1474.14	\$163.79	-	-	\$1637.93
25	6 Time per Week	\$1806.36	\$200.71	-	-	\$2007.07	\$1892.23	\$210.25	-	-	\$2102.48
	5.0 cubic yard bin										
26	1 Time per Week	\$401.59	\$44.62	-	-	\$446.21	\$420.74	\$46.75	-	-	\$467.49
27	2 Time per Week	\$720.56	\$80.06	-	-	\$800.62	\$754.73	\$83.86	-	-	\$838.59
28	3 Time per Week	\$1039.53	\$115.50	-	-	\$1155.03	\$1088.73	\$120.97	-	-	\$1209.70
29	4 Time per Week	\$1358.51	\$150.95	-	-	\$1509.46	\$1422.73	\$158.08	-	-	\$1580.81
30	5 Time per Week	\$1677.75	\$186.42	-	-	\$1864.17	\$1757.01	\$195.22	-	-	\$1952.23
31	6 Time per Week	\$2151.56	\$239.06	-	-	\$2390.62	\$2253.58	\$250.40	-	-	\$2503.98
	6.0 cubic yard bin										
32	1 Time per Week	\$468.70	\$52.08	-	-	\$520.78	\$491.02	\$54.56	-	-	\$545.58
33	2 Time per Week	\$838.35	\$93.15	-	-	\$931.50	\$878.05	\$97.56	-	-	\$975.61
34	3 Time per Week	\$1208.08	\$134.23	-	-	\$1342.31	\$1265.15	\$140.57	-	-	\$1405.72
35	4 Time per Week	\$1577.80	\$175.31	-	-	\$1753.11	\$1652.25	\$183.58	-	-	\$1835.83
36	5 Time per Week	\$1948.02	\$216.45	-	-	\$2164.47	\$2039.86	\$226.65	-	-	\$2266.51
37	6 Time per Week	\$2496.76	\$277.42	-	-	\$2774.18	\$2614.92	\$290.55	-	-	\$2905.47
	Commercial Carts (One Pickup Per Week)										
38	1-32G MSW	\$21.07	\$2.41	-	\$.63	\$24.11	\$22.09	\$2.52	-	\$.63	\$25.24
39	2-32G MSW	\$31.64	\$3.59	-	\$.63	\$35.86	\$33.16	\$3.75	-	\$.63	\$37.54
40	3-32G MSW	\$39.14	\$4.42	-	\$.63	\$44.19	\$41.00	\$4.63	-	\$.63	\$46.26
41	1-64G MSW	\$29.58	\$3.36	-	\$.63	\$33.57	\$30.98	\$3.51	-	\$.63	\$35.12
42	1-96G MSW	\$31.86	\$3.61	-	\$.63	\$36.10	\$33.36	\$3.78	-	\$.63	\$37.77
43	Add'l 96G Cart MSW	\$11.25	\$1.25	-	-	\$12.50	\$11.78	\$1.31	-	-	\$13.09

RECOLOGY BUTTE COLUSA COUNTIES
CITY OF OROVILLE
DEBRIS BOX RATES

	Debris Box Service (Per Haul Rate)	CURRENT RATES EFFECTIVE JANUARY 1, 2025					NEW RATES EFFECTIVE JANUARY 1, 2026				
		AB939					AB939				
		Base Rate	Franchise Fee	Hazardous Waste Fee	Compliance Fee	Total Charges	Base Rate	Franchise Fee	Hazardous Waste Fee	Compliance Fee	Total Charges
1	3 Cubic Yards	\$182.68	\$20.30	-	-	\$202.98	\$191.58	\$21.29	-	-	\$212.87
2	6 Cubic Yards	\$237.97	\$26.44	-	-	\$264.41	\$249.40	\$27.71	-	-	\$277.11
3	15 Cubic Yards	\$417.99	\$46.44	-	-	\$464.43	\$437.71	\$48.63	-	-	\$486.34
4	20 Cubic Yards	\$481.89	\$53.54	-	-	\$535.43	\$504.42	\$56.05	-	-	\$560.47
5	30 Cubic Yards	\$655.56	\$72.84	-	-	\$728.40	\$685.99	\$76.22	-	-	\$762.21
6	40 Cubic Yards	\$795.68	\$88.41	-	-	\$884.09	\$832.33	\$92.48	-	-	\$924.81
7	Trip Charge	\$67.21	\$7.47	-	-	\$74.68	\$70.57	\$7.84	-	-	\$78.41
	Weight Allowances for Bins (Weight included in Charges above)	Maximum Wt. / Bin		Excess Weight Charge per			Maximum Wt. / Bin		Excess Weight Charge per		
		Pounds	Tons		Pound	Ton	Pounds	Tons		Pound	Ton
8	3 Cubic Yards	825	0.413		\$ 0.0340	\$67.96	825	0.413		\$ 0.0569	\$113.75
9	6 Cubic Yards	1650	0.825		\$ 0.0340	\$67.96	1650	0.825		\$ 0.0569	\$113.75
10	15 Cubic Yards	4125	2.063		\$ 0.0340	\$67.96	4125	2.063		\$ 0.0569	\$113.75
11	20 Cubic Yards	5500	2.750		\$ 0.0340	\$67.96	5500	2.750		\$ 0.0569	\$113.75
12	30 Cubic Yards	8250	4.125		\$ 0.0340	\$67.96	8250	4.125		\$ 0.0569	\$113.75
13	40 Cubic Yards	11000	5.500		\$ 0.0340	\$67.96	11000	5.500		\$ 0.0569	\$113.75

RECOLOGY BUTTE COLUSA COUNTIES
CITY OF OROVILLE
COMPACTOR RATES

		CURRENT RATES EFFECTIVE JANUARY 1, 2025					NEW RATES EFFECTIVE JANUARY 1, 2026				
		AB939					AB939				
Debris Box Service (Per Haul Rate)		Base Rate	Franchise Fee	Hazardous Waste Fee	Compliance Fee	Total Charges	Base Rate	Franchise Fee	Hazardous Waste Fee	Compliance Fee	Total Charges
1	15 Cubic Yards	\$486.95	\$54.11	-	-	\$541.06	\$508.74	\$56.53	-	-	\$565.27
2	20 Cubic Yards	\$603.14	\$67.02	-	-	\$670.16	\$629.89	\$69.99	-	-	\$699.88
3	22 Cubic Yards	\$717.93	\$79.77	-	-	\$797.70	\$750.08	\$83.34	-	-	\$833.42
4	25 Cubic Yards	\$878.25	\$97.58	-	-	\$975.83	\$917.90	\$101.99	-	-	\$1019.89
5	30 Cubic Yards	\$963.70	\$107.08	-	-	\$1070.78	\$1006.77	\$111.86	-	-	\$1118.63
6	40 Cubic Yards	\$1284.33	\$142.70	-	-	\$1427.03	\$1341.73	\$149.08	-	-	\$1490.81
7	Trip Charge	\$65.95	\$7.33	-	-	\$73.28	\$69.25	\$7.69	-	-	\$76.94
Weight Allowances for Bins (Weight included in Charges above)		Maximum Wt. / Bin		Excess Weight Charge per			Maximum Wt. / Bin		Excess Weight Charge per		
		Pounds	Tons	Pound	Ton		Pounds	Tons	Pound	Ton	
8	15 Cubic Yards	9,000	4.50	0.0340	\$67.96		9,000	4.50	\$0.0569	\$113.75	
9	20 Cubic Yards	12,000	6.00	0.0340	\$67.96		12,000	6.00	\$0.0569	\$113.75	
10	22 Cubic Yards	13,200	6.60	0.0340	\$67.96		13,200	6.60	\$0.0569	\$113.75	
11	25 Cubic Yards	15,000	7.50	0.0340	\$67.96		15,000	7.50	\$0.0569	\$113.75	
12	30 Cubic Yards	18,000	9.00	0.0340	\$67.96		18,000	9.00	\$0.0569	\$113.75	
13	40 Cubic Yards	24,000	12.00	0.0340	\$67.96		24,000	12.00	\$0.0569	\$113.75	

RECOLOGY BUTTE COLUSA COUNTIES
CITY OF OROVILLE
COMMERCIAL - OTHER RATES

		CURRENT RATES EFFECTIVE JANUARY 1, 2025						NEW RATES EFFECTIVE JANUARY 1, 2026					
		Franchise		Household Hazardous Compliance		AB939		Franchise		Household Hazardous Compliance		AB939	
		Base Rate	Fee	Waste Fee	Fee	Other	Total Charges	Base Rate	Fee	Waste Fee	Fee	Other	Total Charges
Extra Pickups (Per Occurrence)													
1	1.0 Cubic Yard Bin	\$40.16	\$4.46	-	-	-	\$44.62	\$42.03	\$4.67	-	-	-	\$46.70
2	1.5 Cubic Yard Bin	\$48.79	\$5.42	-	-	-	\$54.21	\$51.01	\$5.67	-	-	-	\$56.68
3	2.0 Cubic Yard Bin	\$59.02	\$6.56	-	-	-	\$65.58	\$61.69	\$6.85	-	-	-	\$68.54
4	3.0 Cubic Yard Bin	\$79.23	\$8.80	-	-	-	\$88.03	\$82.76	\$9.20	-	-	-	\$91.96
5	4.0 Cubic Yard Bin	\$99.42	\$11.05	-	-	-	\$110.47	\$103.82	\$11.54	-	-	-	\$115.36
6	6.0 Cubic Yard Bin	\$140.27	\$15.59	-	-	-	\$155.86	\$146.43	\$16.27	-	-	-	\$162.70
Weight Allowances for Bins (Weight included in Charges above)		Maximum Wt. / Bin		Excess Weight Charge per				Maximum Wt. / Bin		Excess Weight Charge per			
		Pounds	Tons		Pound	Ton		Pounds	Tons		Pound	Ton	
7	1.0 Cubic Yard Bin	500	0.250		\$.0340	\$67.96		500	0.250		\$.0569	\$113.75	
8	1.5 Cubic Yard Bin	750	0.375		\$.0340	\$67.96		750	0.375		\$.0569	\$113.75	
9	2.0 Cubic Yard Bin	1,000	0.500		\$.0340	\$67.96		1,000	0.500		\$.0569	\$113.75	
10	3.0 Cubic Yard Bin	1,500	0.750		\$.0340	\$67.96		1,500	0.750		\$.0569	\$113.75	
11	4.0 Cubic Yard Bin	2,000	1.000		\$.0340	\$67.96		2,000	1.000		\$.0569	\$113.75	
12	6.0 Cubic Yard Bin	3,000	1.500		\$.0340	\$67.96		3,000	1.500		\$.0569	\$113.75	
Other Charges													
13	Call Back	\$19.94	\$2.22	-	-		\$22.16	\$20.94	\$2.33	-	-		\$23.27
14	Contamination Charge - Cart	\$18.00	\$2.00	-	-		\$20.00	\$18.90	\$2.10	-	-		\$21.00
15	Contamination Charge - Bin	\$45.00	\$5.00	-	-		\$50.00	\$47.25	\$5.25	-	-		\$52.50
16	Overage Charge - Cart	\$18.00	\$2.00	-	-		\$20.00	\$18.90	\$2.10	-	-		\$21.00
17	Overage Charge - Bin	\$45.00	\$5.00	-	-		\$50.00	\$47.25	\$5.25	-	-		\$52.50
18	Cart Cleaning	\$53.77	\$5.97	-	-		\$59.74	\$56.46	\$6.27	-	-		\$62.73
19	Bin Cleaning	\$100.85	\$11.21	-	-		\$112.06	\$105.89	\$11.77	-	-		\$117.66
20	Cleanup Enclosures	\$67.23	\$7.47	-	-		\$74.70	\$70.59	\$7.84	-	-		\$78.43
21	Supply Lock/Key Charge (Each)	\$33.63	\$3.74	-	-		\$37.37	\$35.31	\$3.92	-	-		\$39.23
22	Container Lock/Key Service (Monthly)	\$9.41	\$1.05	-	-		\$10.46	\$9.88	\$1.10	-	-		\$10.98
	Move Bin For Service (Negotiable)												
	Bulky Item												
23	Trip Fee	\$53.77	\$5.97	-	-		\$59.74	\$56.46	\$6.27	-	-		\$62.73
24	Each Item	\$20.17	\$2.24	-	-		\$22.41	\$21.18	\$2.35	-	-		\$23.53
25	Freon Appliance	\$39.67	\$4.41	-	-		\$44.08	\$41.65	\$4.63	-	-		\$46.28

CITY OF OROVILLE

RATE YEAR 2026

For Rates in Effect from January 01, 2026 to December 31, 2026

Item 5.

Cost Factors & Components

Increase Components

Factor	Year	
	Current	Prior
Cost of Living	5.00%	4.00%
Other	0.00%	0.00%
Other	0.00%	0.00%
Total Increase	5.00%	4.00%

Landfill / Disposal Component

New Landfill Rate Component	\$ 82.00 per ton
Old Landfill Rate Component	\$ 79.00
Landfill Increase	
\$	\$ 3.00 per ton
%	3.80%

Franchise Fee

Actual	10.00%
Calc Factor	10.00%

Densities & Weights

	Old		New	
	Lbs.	Lbs/Cu Yd	Lbs.	Lbs/Cu Yd
Residential				
32 gallon Can	28	177	28	177
64 gallon Can	65	205	65	205
96 gallon Can	75	158	75	158
20 gallon Bag	18	182	18	182
Other				
Commercial Cans & Carts				
32 gallon Can	28	177	28	177
64 gallon Can	65	205	65	205
96 gallon Can	75	158	75	158
20 gallon Bag	18	182	18	182
Other				
Commercial Bins				
Regular Service Bin		150		150
Single Service / Pull Bin		500		500
Debris Box & Roll Off				
Box - General MSW		275		275
C & D		300		300
Wood		345		345
Compactors				
Box - General MSW		600		600

Gate Rates - Transfer Station Increase 5.00%

Profit Margin	11%
Host Fee	10%

Increase By Biz. Unit Component

Residential

Basic Service	5.00%
Disposal	3.80%
Recycling (All)	0.00%
HHaz Waste	0.00%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Senior Citizen Discount	0.00%
Other	0.00%

Commercial

Basic Service	5.00%
Disposal	3.80%
Recycling (All)	0.00%
HHaz Waste	0.00%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Other	0.00%

Debris Box

Basic Service	5.00%
Disposal	3.80%
Recycling (All)	0.00%
HHaz Waste	0.00%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Other	0.00%

Compactors

Basic Service	5.00%
Disposal	3.80%
Recycling (All)	0.00%
HHaz Waste	0.00%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Other	0.00%

Public Dumping Rates

Basic Service	5.00%
Disposal	3.80%
Recycling (All)	0.00%
HHaz Waste	0.00%
GW Xfr Facility	0.00%
AB 939 Fee	0.00%
Other	0.00%

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUSR00000SEHG
Seasonally Adjusted
Series Water and sewer and trash collection services in U.S. city
Title: average, all urban consumers, seasonally adjusted
Area: U.S. city average
Item: Water and sewer and trash collection services
Base DECEMBER 1997=100
Period:
Years: 2014 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2014	201.127	201.736	202.363	202.930	203.260	203.791	205.073	205.900	206.330	207.704	208.734	209.853		
2015	210.090	210.981	211.468	211.987	212.729	213.299	213.986	215.560	216.143	216.550	217.124	217.742		
2016	218.191	218.681	219.417	220.319	221.497	221.680	221.530	222.383	223.102	223.631	224.493	225.013		
2017	226.235	227.001	227.360	227.883	228.445	228.803	229.186	229.664	230.179	230.838	231.604	232.042		
2018	232.771	233.609	234.041	234.873	235.894	236.642	237.301	238.261	238.605	239.276	241.862	242.436		
2019	241.356	241.743	242.459	243.284	243.880	244.516	245.042	245.297	245.999	247.071	247.439	247.762		
2020	248.556	249.465	250.234	250.541	251.117	251.672	252.483	253.648	254.318	255.077	255.747	256.642		
2021	257.389	258.448	259.094	259.502	259.812	260.689	261.795	262.402	263.733	264.553	264.721	265.570		
2022	267.762	269.175	269.520	270.379	271.159	272.243	273.188	274.523	276.684	277.156	278.018	278.703		
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694	292.915		
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117	306.336	308.015	308.234		
2025	310.239	313.344	313.925	314.820	315.585	316.851	318.244	319.403	319.867	319.635				

*Estimate used for October as the index is not available.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: LAND LEASE EXTENSIONS AND ASSIGNMENTS FOR PARCEL
NUMBERS: 030-260-043, 030-260-066, 030-260-060 AND 030-260-
067**

DATE: DECEMBER 16, 2025

SUMMARY

The City Council shall consider extending the land lease terms associated with three parcels through November 20, 2055: 030-260-043, 030-260-066 and 030-260-060. All three of these parcels are leased by the Northwest Lineman College. In addition, the Council shall consider assigning the existing land lease associated with parcel number 030-260-067 Kilo and Echo LLC (which has a term through November 20, 2055).

DISCUSSION

The Northwest Lineman College is in the process of purchasing the structure located on parcel number 030-260-067. This structure has an existing land lease (Agreement No. 1322) with a term ending on November 20, 2055. One action included in this item is the assignment of that land lease to the Lineman College (Kilo and Echo LLC).

In addition, staff are recommending that the other existing land leases associated with the Lineman College: Agreement No. 1983-2, parcels 030-260-043 and 030-260-066; Agreement No. 3220, parcel 030-260-060; and Agreement No. 3250, parcel 030-260-060, be extended through November 20, 2055. The extension of these leases will ensure continuity of the programs currently provided by the Lineman College to close to 1,000 students each year.

FISCAL IMPACT

Lease terms include a 2% annual increase to the existing rent.

ACTION REQUESTED -

APPROVE RESOLUTION NO.9426 AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE LAND LEASE EXTENSIONS FOR PARCELS: 030-260-043, 030-260-066, 030-260-060 WITH THE NORTHWEST LINEMAN COLLEGE AND AN ASSIGNMENT OF THE LAND LEASE ASSOCIATED WITH PARCEL 030-260-067 TO KILO AND ECHO LLC

ATTACHMENTS

Extension of Airport Ground Lease Agreements 1983-2, 3220 and 3250;

Assignment of Airport Ground Lease Agreement 1322; and

Resolution No. 9426 - Authorizing and directing Mayor to sign applicable documents.

ASSIGNMENT OF AIRPORT GROUND LEASE AGREEMENT

This lease assignment ("Assignment") dated December 16, 2025 is between the City of Oroville ("City"), M. Robert Ching and Phyllis J. Ching, as Trustees of the Ching Revocable Trust Agreement ("Lessee"), and Kilo & Echo LLC ("Assignee") to assign the Lease Agreement No. 1322 ("Lease") which commenced November 21, 2000, for the property located at 2009 Challenger Avenue, Oroville, CA, Assessor's Parcel Number 030-260-067, and for which a Memorandum of Lease was recorded on March 11, 2004 as Serial No. 2004-0013641 of Butte County Recorder's Official Records. This Assignment is to transfer the Lease from M. Robert Ching and Phyllis J. Ching, as Trustees of the Ching Revocable Trust Agreement to Kilo & Echo LLC, as outlined herein.

In consideration of the terms and conditions herein, the City, Lessee and Assignee agree as follows:

1. The Lease is hereby assigned from M. Robert Ching and Phyllis J. Ching, as Trustees of the Ching Revocable Trust Agreement as Lessee to Kilo & Echo LLC as Assignee, effective December 17, 2025.
2. Rent has been prepaid through the end of the term, which is November 20, 2055.
3. Conflicts between the Lease and this Assignment shall be controlled by this Assignment. All other terms and conditions in the Lease not modified by this Assignment shall remain in full force and effect.

CITY OF OROVILLE

M. ROBERT CHING AND PHYLLIS J.
CHING, AS TRUSTEES OF THE CHING
REVOCABLE TRUST AGREEMENT

By: _____
David Pittman, Mayor

By: _____
Name:
Its:

KILO & ECHO LLC

By: _____
Name:
Its:

APPROVED AS TO FORM

ATTEST

By: _____
David Ritchie, Assistant City Attorney

By: _____
Kayla Reaster, City Clerk

**EXTENSION OF AIRPORT GROUND LEASE AGREEMENT
NUMBERS 1983-2, 3220 AND 3250**

This extension of leases (collectively "Extension") dated December 16, 2025 is between the City of Oroville ("City") and NLC CA, Inc. dba Northwest Lineman College ("Lessee") to extend the following lease agreements (individually, "Lease" and collectively, "Leases"):

1. The Lease agreement No. 1983-2 dated May 27, 2016 as to Assessor's Parcel Numbers 030-260-043 and 030-260-066;
2. The Lease agreement No. 3220 dated May 16, 2017 as to the Southwestern portion of Assessor's Parcel Number 030-260-060 which is approximately 2.52 acres, as more particularly described in Exhibit A; and
3. The Lease agreement No. 3250 dated June 19, 2018 as to the Northwestern portion of Assessor's Parcel Number 030-260-060, which is approximately 6.0 acres, as more particularly described in Exhibit B.

In consideration of the terms and conditions herein, the City and Lessee agree as follows:

1. The three Leases outlined above shall be extended to November 20, 2055.
2. At the time of execution of this Extension, rent for each Lease is currently as follows:
 - a. For the Lease agreement No. 1983-2 related to 030-260-043 and 030-260-066, rent is currently \$1,212 per month, which amount shall be adjusted annually by 2%, as outlined in the Lease;
 - b. For the Lease agreement No. 3220 related to the Southwestern portion of 030-260-060, rent is currently \$908 per quarter, which amount shall be adjusted annually by 2%, as outlined in the Lease;
 - c. For the Lease agreement No. 3250 related to the Northwestern portion of 030-260-060, rent is currently \$2,120 per quarter, which amount shall be adjusted annually by 2%, as outlined in the Lease.
3. Conflicts between the Leases and this Extension shall be controlled by this Extension. All other terms and conditions in the Lease not modified by this Extension shall remain in full force and effect.

CITY OF OROVILLE

NLC CA, Inc.

By: _____

David Pittman, Mayor

By: _____

Name:

APPROVED AS TO FORM

ATTEST

By: _____

David Ritchie, Assistant City Attorney

By: _____

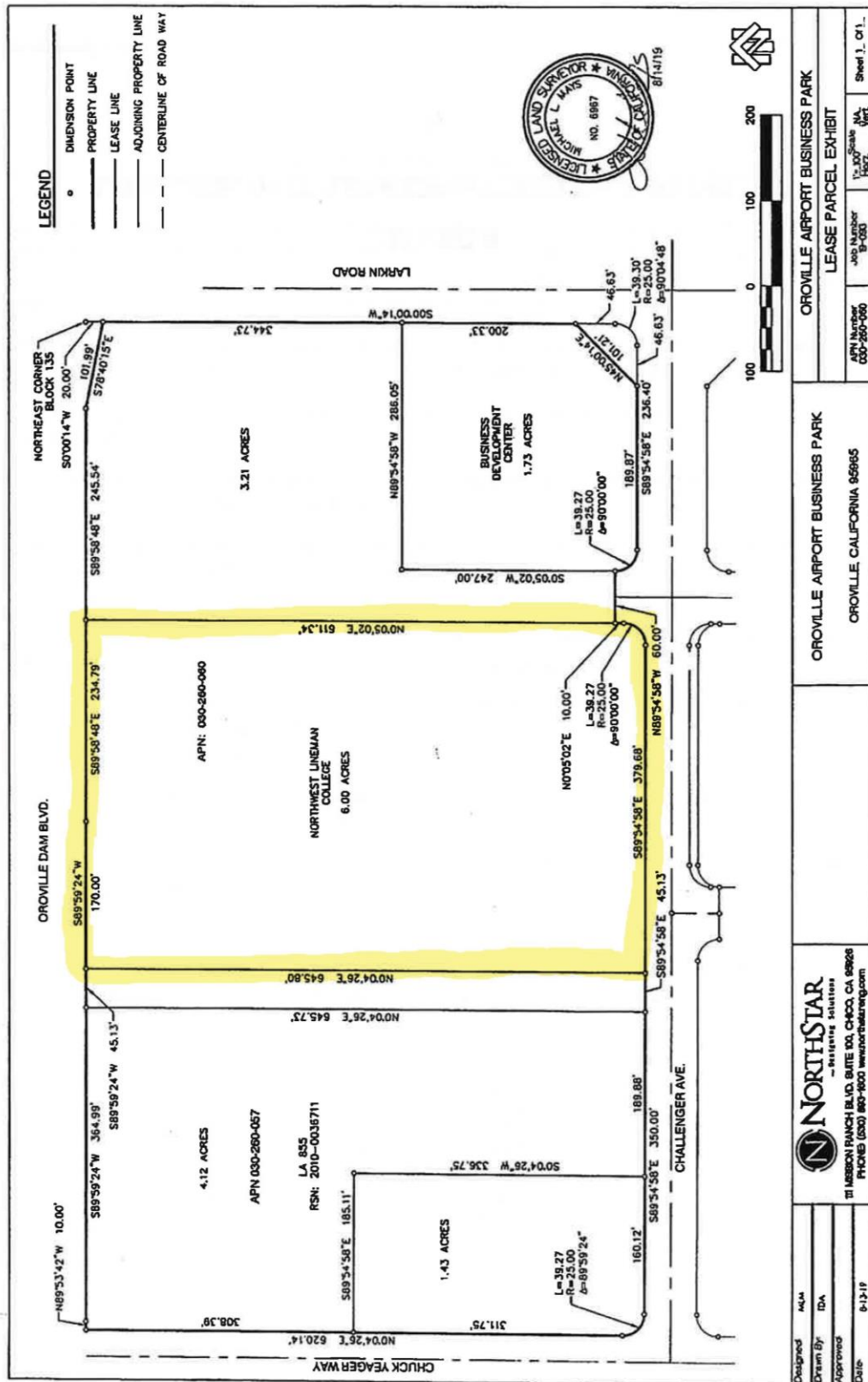
Kayla Reaster, Assistant City Clerk

EXHIBIT A

(Southwestern portion of Assessor's Parcel Number 030-260-060)

EXHIBIT B

(Northwestern portion of Assessor's Parcel Number 030-260-060)



**OROVILLE CITY COUNCIL
RESOLUTION NO. XXXX**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE LAND LEASE EXTENSIONS FOR PARCELS: 030-260-043, 030-260-066 (AGREEMENT NO. 1983-2), 030-260-060 (AGREEMENT NO. 3220 AND 3250) WITH THE NORTHWEST LINEMAN COLLEGE AND AN ASSIGNMENT OF THE LAND LEASE ASSOCIATED WITH PARCEL 030-260-067 (AGREEMENT NO. 1322) TO KILO AND ECHO LLC

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

1. The Mayor is hereby authorized and directed to execute land lease extensions for parcels 030-260-043, 030-260-066 and 030-260-060; and an assignment of land lease for parcel 030-260-067.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on December 16, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Brian Ring, City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: COUNCIL MEMBER JOHNSTONE AND COUNCIL MEMBER WEBBER

RE: ELECTED OFFICIALS' TRANSPARENCY AND ACCOUNTABILITY

DATE: DECEMBER 16, 2025

SUMMARY

At the request of Council Member Johnstone and Council Member Webber, Council shall review and consider adding language to the Elected Officials Guiding Principles handbook regarding elected officials' transparency and accountability. In addition, consideration shall be given regarding adding language to the Municipal Code.

DISCUSSION

Council Member Johnstone and Council Member Webber request that the Council I review and consider adding language to the Elected Officials Guiding Principles handbook regarding elected officials' transparency and accountability. In addition, consideration shall be given regarding adding language to the Municipal Code.

FISCAL IMPACT

None.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

ATTACHMENTS

Draft language regarding transparency and accountability for elected officials.

In an attempt to improve transparency and accountability, Tracy Johnstone and I propose that the following language we considered to be codified into the City Municipal Code.

SECTION 1: FULL TRANSPARENCY IN ACTION STANDARDS

All 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 regularly scheduled City Council meeting, during Council Member reports.

No councilmember shall give direction to staff. Direction to staff is received by consensus of the entire Council, not any one individual member.

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

- Two public readings on separate meeting dates;
- 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 participate in the making, drafting, or negotiation of any contract on their own authority.

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.

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 Resolution.

All reports shall be forwarded immediately and confidentially to the City Attorney and City Administrator for investigation.

SECTION 6: ENFORCEMENT & PUBLIC ACCOUNTABILITY

Violations of this Resolution shall be deemed official misconduct and may result in:

- 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.

Recommend that this will be placed in elected official Guiding Principles manual and signed by all elected officials. Failure of an elected official to sign updated manual will be publicly disclosed. In addition – consideration to bring this back to be codified into the City Municipal Code.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: JASON WINES, CHIEF OF POLICE

**RE: ANNUAL USE OF "MILITARY EQUIPMENT" AS DEFINED IN THE
OROVILLE MUNICIPAL CODE**

DATE: DECEMBER 16, 2025

SUMMARY

In accordance with Ordinance No. 1865, the Oroville Police Department shall annually submit a Military Equipment Report. This report shall be submitted and publicly released, and within 30 days hold at least one well-publicized and conveniently located meeting, where the public can ask questions.

DISCUSSION

In 2022, the City of Oroville adopted an ordinance and policy which allowed the Oroville Police Department (OPD) to use "military equipment" as defined in Government Code sections 7070 through 7075. These sections of the Government Code also require a public agency that utilizes "military equipment" to provide an annual report on the ownership and use of such equipment.

Items deemed to be "military equipment" by Government Code sections 7070 through 7075 are used as a component of overall best practices for Law Enforcement Agencies (LEAs) throughout the country. These tools have been tested in the field and are used by LEAs to enhance citizen and officer safety. Loss of these items would jeopardize the welfare of citizens and peace officers within the Oroville Police Department.

The term "military equipment" in fact does not necessarily indicate equipment that has been used by the military. Pursuant to Government Code sections 7070 through 7075, items deemed to be "military equipment" include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and flashbangs.

The Oroville Police Department is committed to using the most up to date tools and equipment to safeguard the citizens of the City of Oroville. Some of the items deemed to be “military equipment” by Government Code sections 7070 through 7075 are utilized by OPD, and LEAs across the country, in order to specifically reduce risk to community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of a lethal force encounter. The items listed in the Military Equipment Use Policy also provide OPD’s peace officers with vital tools that facilitate compliance with its stringent use of force policy.

An annual report is required pursuant to Government Code sections 7070 through 7075. The report is required to include the following items:

1. A summary of how the Military Equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the Military Equipment.
3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.
4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report.
5. The quantity possessed for each type of Military Equipment.
6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.

FISCAL IMPACT:

None

ACTION REQUESTED -

RECEIVE PUBLIC INPUT AND APPROVE REPORT

ATTACHMENTS

Annual report of Military Equipment use



City of Oroville

OROVILLE POLICE DEPARTMENT

2055 Lincoln Street
Oroville, CA 95966
(530) 538-2448 FAX (530) 538-2409
www.cityoforoville.org

Jason Wines
CHIEF OF POLICE

December 8, 2025

ANNUAL REPORT OF MILITARY EQUIPMENT USE 2025

Pursuant to Government Code sections 7070 through 7075, the City of Oroville Police Department is required to provide an annual report outlining the use of "military equipment" as defined in the Government Code 7070 and in the Oroville City Ordinance 9.25.010- 080. The annual report is required to include the following information:

1. A summary of how the Military Equipment was used and the purpose of its use (provided below).
2. A summary of any complaints or concerns received concerning the Military Equipment:
None 2025.
3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response: **None 2025**
4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing cost, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report (provided below).
5. The quantity possessed for each type of Military Equipment (provided below).
6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment (provided below).

Summary of Military Equipment Utilized – Cost – and Quantity Possessed

Unmanned Aerial Systems

a. Description, Quantity, Capabilities, and Purchase Cost:

DJI M300 with HT20 drone, Quantity 1, Cost \$25,000

- The Mavic 2 Enterprise was specifically built to serve industries and applications in public safety, inspection, search & rescue, fire response, and law enforcement. This Unmanned Aerial System (UAS) is a battery powered, remote operated device with a mounted camera, light and infrared imaging device. This UAS has proven to be useful to public safety agencies in firefighting, search and rescue, pre-operational surveillance, and other tactical situations where aerial views enhance the safety and efficiency of public safety personnel. This UAS has a flight time of 45 minutes.

- b. **Purpose:** May be deployed when an aerial view would enhance situational awareness and assist officers or incident commanders during, but not limited to, the following occurrences:

- Arrest/Search Warrant
- CBRNE (Chemical, Biological, Radiological, Nuclear, Explosives)
- Crowd Control/Special Events
- Dignitary Protection Detail
- Disaster Management
- Ongoing Criminal Investigation
- Explosive Ordnance Disposal/Investigation
- Fire
- Forensic/Crime Scene
- Missing Persons Investigations
- Perimeter Search and Security
- Search and Rescue
- Traffic Collision
- Training
- Public Relations/Multimedia Productions
- Assisting outside agencies in any of the above situations
- Assisting other City of Oroville departments with carrying out their mission of better serving Oroville residents and visitors.

c. **Authorized Use:** UAS may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of UAS shall not be used in the following circumstances:

- To conduct random surveillance.
- To target a person based solely on actual or perceived characteristics, such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.
- UAS shall never be weaponized.

d. Expected Lifespan: 5 – 10 years (purchased Aug 2020)

e. Fiscal Impact: \$500 - \$1000 battery replacement

Specialized Firearms

- a. **Description, Quantity, Capabilities, and Purchase Cost:** Rifles are firearms that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance. Rifles are magazine fed and either bolt-action or semi-automatic. Rifles can be configured for different purposes such as patrol, traffic motorcycle. The cost of the weapon greatly depends on the configuration. The below costs are averages. Submachine guns are magazine fed automatic carbines designed to fire handguns cartridges. All current inventory was acquired over 20 years ago.

Remington 700 .308, Quantity 1, Cost \$1400

Springfield M1A .308, Quantity 1, Cost \$1200 each

Winchester.308 WIN Match, Quantity 100 Cost \$2 each

Plainfield M1 Carbine .30, Quantity 1, Cost \$900 each

Heckler and Koch MP5 submachine gun 9mm, Quantity 3, Cost \$2300 each

Distraction Devices

a. Description, Quantity, Capabilities, and Purchase Cost:

Defense Technology Mutli-Port Distraction Device, Quantity 3, Cost \$60

Defense Technology Fuse, Quantity 15, Cost \$34

- A non-bursting, non-fragmenting reusable device that produces a loud noise with an intense bright light. These distraction devices are commonly referred to as “flashbangs” and they are extremely useful for distracting dangerous persons during assaults, hostage rescues, and other high-risk arrest situations. The devices are re-usable up to 25 times by replacing the fuse.
- b. Purpose:** To produce a distraction with a loud noise and bright light in order to provide a tactical advantage for officers.
- c. Authorized Use:** Distraction devices shall only be used by officers who have been trained in their use during hostage or barricaded subject situations, situations that pose a high risk of death or serious bodily injury to officers, or during training exercises.
- d. Expected Lifespan:** 5 years
- e. Fiscal Impact:** Replace fuses and bodies as needed. Currently about 0 replaced a year for an average cost \$0 annually.

Chemical Agents and Smoke Canisters

- a. Description, Quantity, Capabilities, and Purchase Cost:** Chemical Agents munitions, which are commonly referred to as “tear gas,” can be used by the Oroville Police Department as a non-lethal tool to disperse rioting suspects or barricaded subjects. The Oroville Police Department uses chemical agents which are used by law enforcement agencies across the United States: CS (2-Chlorobenzylidenemalononitrile) and OC (Oleoresin Capsicum). CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and the US, specifically by the US Army. There are no known allergic reactions to CS. OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5 oz or less). OC is an inflammatory agent which causes involuntary closure of eyes (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).

Defense Technology Riot Control Continuous Discharge CS, Quantity 1, \$33 each

NO LONGER SERVICEABLE AND SCHEDULED TO BE DESTROYED

- The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the canister. This grenade dispels smoke as well as CS which allows for concealed tactical movement as well as crowd displacement.

Sage Control Ordnance 37MM Sage CS Smoke, Quantity 10, Cost \$18 each
NO LONGER SERVICEABLE AND SCHEDULED TO BE DESTROYED

- A less lethal 37MM spin stabilized impact baton fire from a multi-round purpose built 37MM launcher with a rifled barrel. 37MM SAGE RIFLED - IRRITANT SMOKE MODEL: KO2 The KO2 is a pyrotechnic irritant smoke munition primarily used for crowd management situations. It is designed to be used to deny specific outdoor area occupation and to relocate or move unruly crowds. In a single source configuration, the KO2 is offered in short- and long-range variations.
- b. Purpose: To de-escalate a potentially deadly situation, with a reduced potential for death or serious physical injury to all persons, when a decision has been made to restrain or arrest a violent or threatening subject(s).
- c. Authorized Use: Chemical Agents may be used for crowd control, crowd dispersal, or against barricaded suspects based on the circumstances. Only the Watch Commander, Incident Commander, or Tactical Commander may authorize the delivery and use of tear gas, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.
- d. Expected Lifespan: All chemical agents have a life span of 5 years
- e. Fiscal Impact: Replace expired or used chemical agents- \$500 annually

Less Lethal Impact Weapons

a. Description, Quantity, Capabilities, and Purchase Cost:

Penn Arms 37MM 6 Shot Launcher, Quantity 1, Cost \$2,700

- The 37MM 6 shot launcher is a tactical 6 shot launcher that fires a standard 37MM less lethal ammunition up to 131ft. This launcher provides multi-shot capability before having to reload.

Tru Flite 37 MM Super Long Range Gas Gun, Quantity 1, Cost \$700

- The 37MM single shot launcher is a tactical single shot launcher that fires a standard 37MM less lethal ammunition up to 350 yards. This launcher is a breach loaded and must be reloaded after each use.

Remington 870 Less Lethal Shotgun, Quantity 8, Cost \$500 each

- The Remington 80 Less Lethal Shotgun is used to deploy the less lethal 12gauge Super-Sock Beanbag Round up to 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of de-escalation.

12-Gauge Super-Sock Beanbag Round, Quantity 55, Cost \$5 each

- A less lethal 2.4 inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams or lead shot at a velocity of 270-290 feet per second. These rounds are discharged from a Remington 870 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective

performance when fired from the approved distance of not fewer than 5 feet. The maximum effective range of this munition is up to 75 feet.

Sage Control Ordnance 37MM Sage Rifled-Impact, Quantity 27, Cost \$18 each

- A less lethal 37MM spin stabilized impact baton fire from a multi-round purpose built 37MM launcher with a rifled barrel at up to 240 feet per second. The 72.2gram Polyurethane Ogive & two (2) Nylon rotating bands projectile delivers 162/lbs. of energy upon impact.
- The KO1 is a direct fire modular impact round that is designed to be used in situations where kinetic energy is preferred for the incapacitation of hostile and/or non-compliant individuals.
- Available in either standard energy or less-energy variations. The KO1 is reloadable and is available with smokeless or black powder blended propelling charges to provide law enforcement with affordable realistic training capabilities.

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- The KO1 is a direct fire modular impact round that is designed to be used in situations where kinetic energy is preferred for the incapacitation of hostile and/or non-compliant individuals.
- Available in either standard energy or less-energy variations. The KO1 is reloadable and is available with smokeless or black powder blended propelling charges to provide law enforcement with affordable realistic training capabilities.

b. Purpose: Less Lethal munitions can be used to de-escalate a potentially deadly situation, with a reduced potential for death or serious physical injury.

c. Authorized Use: Less lethal munitions may be used by those officers trained in their use in the following type of situations, but are not limited to these situations:

- Persons armed with a weapon and the tactical circumstances allow for the safe application of the approved munitions
- Persons making credible threats to harm themselves or others.
- Persons engaged in riotous behavior such as throwing rocks, bottles, or other dangerous projectiles at people or officers.

Expected Lifespan:

- All launchers and less lethal shotguns – 10 years
- All munitions 5 years e. Fiscal Impact: Replace stock as needed (varying cost) and maintenance cost of launchers/shotguns (\$100 annual)

The Oroville Police Department only intends on replenishing ammunition supply as necessary.

No new "Military Equipment" is anticipated to be purchased as of the writing of this report.

I certify that the above information is correct to the best of my knowledge and information.

____ Jason N Wines – Chief of Police _____



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL

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

**RE: 2025 HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM INCOME
ONLY GRANT APPLICATION**

DATE: DECEMBER 16, 2025

SUMMARY

The City Council shall consider the submittal of an application to the State Department of Housing and Community Development (HCD) for the 2025 HOME Investment Partnerships Program (HOME) Program Income Only in the amount of \$1,524,764 of current program income and the amount of \$475,236 of additional recurring program income for a total of \$2,000,000 for First Time Homebuyer Program subsidy assistance.

DISCUSSION

The State Department of Housing and Community Development made available a Notice of Funding Availability (NOFA) for Program Income only Applications on March 27, 2026, with the submittal dates on-going.

The HOME Program Income Only applications offers the following eligible activities:

Project Activities

- Multi-Family Rental Projects (new construction and/or rehabilitation with or without acquisitions); and
- First -Time Homebuyer Projects.

Program Activities

- First Time Homebuyer (FTHB)
- Owner Occupied Rehabilitation (OOR)
- Tenant-Based Rental Assistance (TBRA)

The HOME Program has been on hold for almost three years due to a Housing and Urban Development (HUD) monitoring of the State's HOME Program, policies, program guidelines and regulation deficiencies. Once the monitoring findings were identified, the State HOME Program required that all jurisdictions update their own program guidelines, loan documents and processes. The City of Oroville has completed these items and are awaiting the 2023

Standard Agreement to be received and executed to begin expending HOME funds. During the time the program has been on hold, the City has been unable to expend the accumulated balance of HOME Program Income Funds. These funds are required to be expended prior to grant funds. Additionally, the HOME Program now requires that jurisdictions submit a Program Income Only application to expend program income funds on eligible activities.

Staff is recommending the council approve a HOME Program Income Only application for First Time Homebuyer Program with a budget as follows:

Funding Source	Use of Funds	Amount
2025 HOME PI	General Administration	\$200,000
2025 HOME PI	Activity Delivery	\$117,000
2025 HOME PI	FTHB Loans	\$1,683,000
Total		\$2,000,000

First Time Homebuyer assistance is generally used for: down payment assistance; to reduce monthly debt service on the first mortgage by a private lender, and activity delivery costs.

The program will include varying amounts of mortgage subsidy assistance based on household income and family size up to \$100,000 or 45% of the purchase price, whichever is less.

Income Limits

Household income will be restricted to 80% or less of the Butte County area median income as established by the Department of Housing and Urban Development (HUD).

FISCAL IMPACT

There is no general fund impact.

Should the grant be awarded the fiscal impact will be addressed when the budget is established for this activity.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9427 - AUTHORIZING THE SUBMITTAL OF AN PROGRAM INCOME ONLY APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM.

ATTACHMENTS

Resolution No. 9427

HOME Program Income Application

Governing Board Resolution Instructions

For Cities and Towns Only

A Resolution granting authority to make an Application to the HOME Program, duly executed by the governing board of the city or town, is required for submission of the Application. An executed Resolution must be included with every Application submitted to the Department no later than the Application date. The Resolution must authorize:

- the submittal of the Application and the execution of the HOME Standard Agreement on behalf of the Applicant;
- the specific activity(ies) being proposed in the Application;
- the amount of HOME funds being requested; and
- the title of the authorized signatory(ies) for the HOME Standard Agreement, related documents, and any subsequent amendments thereto.

A sample Resolution is included with this application form on the following page. The Department highly encourages Applicants to use this resolution or, at a minimum, incorporate all elements of the sample into the Applicant's own Resolution and put on organization letterhead. The Resolution should be dated after the issuance date of the HOME PROGRAM INCOME. **Please note that this Resolution specifically includes the requested HOME Program Income amount in dollars, which is a mandatory element of the Resolution.** The Resolution also identifies the position(s) that will be authorized to sign the Standard Agreement, any amendments thereto, and related documents including drawdown requests. The person attesting to the validity of the Resolution cannot be the same individual as the one granted the authority in the Resolution. If the PROGRAM INCOME's "Applicant Certification and Commitment of Responsibility" form is submitted unsigned or is signed by someone not in a position authorized in the Resolution, the Department may, in its sole discretion, reject the Application.

The attached is intended to be a sample Resolution authorizing submittal of an Application to the Department and execution of various required documents. An Applicant may use another format if it contains the dollar amount of the Application and all the authorizations contained in this sample.

Important Authorized Signatory Information:

Pursuant to California Government Code sections 40601 and 40602, City Jurisdiction applicants must have the mayor or mayor pro tempore sign any written contracts and conveyances made or entered into by the city, unless the city has an existing ordinance or code in effect that specifically allows or designates contracts to be signed by an officer other than the mayor or mayor pro tempore.

Accordingly, if the city does not have a city ordinance described above, then the Department requires that the mayor or mayor pro tempore sign the HOME Standard Agreement, any future HOME-related contracts and conveyances, and any amendments thereto, as the authorized signer for the city and provide to the Department a duly adopted

Resolution from the City Council authorizing the mayor to sign the Standard Agreement and related documents on behalf of the city. The mayor or mayor pro tempore may not delegate to a third party his or her authority to sign contracts and conveyances.

If the city does have an ordinance as described above, the Department requires the city to provide a copy of such ordinance, as well as a copy of the Resolution that indicates the title of the city official authorized to sign the Agreement and related documents. All required Resolutions must be in form and content acceptable to the Department.

Please enter titles here, to inform how to fill in the Resolution template below (in parts 3 and 4):

1. Title(s) (only) of person(s) that can sign the HOME Standard Agreement (*must be mayor unless an ordinance exists that allows another position to sign contracts for the applicant*):

Mayor

2. Title(s) (only) of person(s) that can sign all other HOME documents, such as grant and Program Income Project and Admin Drawdown Requests, PROGRAM INCOME Applicant Certification Form, etc.

Director, Business Assistance and Housing Development

Important Notes:

1. The Department strongly recommends that only titles, without names, be inserted in Sections 3 and 4 (in the Resolution Template) below, to avoid the need for an additional authorizing resolution whenever a personnel change occurs.
2. It is not statutorily permissible for a mayor to delegate contract signing authority, so please do not include language about delegation if the mayor is in Section 3 below. If any positions other than mayor are listed, provide with the Resolution a city attorney opinion letter that the positions(s) listed, and their ability to delegate signing a contract such as this HOME Program Standard Agreement, are supported by current city ordinances (specify which ordinances apply).
3. Section 4 below is for authority to sign all other HOME documents, which may include the same title as in Section 3 and/or other titles.
4. If the designee is signing any application, agreement, or any other document on behalf of the designated representative of the Applicant, written proof of designee authority to sign on behalf of such designated representative must be included with the Resolution, or else submitted later on letterhead, with a document signed by the delegee. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. Inclusion of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.
5. Separate titles in Resolution Sections 3 and 4 with only "or". If "and" or "and/or" are used, two signatures would be required each time.
6. The attesting officer cannot be the same person listed as an authorized signer in Sections 3 or 4 below.

GOVERNING BOARD RESOLUTION

RESOLUTION NO. 9427

THE GOVERNING BOARD OF

THE CITY OF OROVILLE

HEREBY AUTHORIZES: Submittal of an application to the California Department of Housing and Community Development for funding under the HOME Investment Partnerships Program (HOME); and if selected, the execution of a Standard Agreement, any amendments thereto, and of any related documents necessary to participate in the HOME Program.

WHEREAS:

- A. The California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.
- B. On December 18, 2025, the Department authorizes the use of HOME Program funds specifically derived from Program Income.
- C. In response to the PROGRAM INCOME, The City of Oroville a _Municipality of the State of California wishes to apply to the Department for, and receive an allocation of, HOME funds.

IT IS NOW THEREFORE RESOLVED THAT:

- 1. In response to the above referenced HOME Program Income, the Applicant shall submit an application to the Department to participate in the HOME Program Income and request up to _One Million, Five Hundred Twenty-Four Thousand Seven Hundred Sixty-Four Dollars (\$1,524,764.00, of current funds, along with any additional future program income, to support the following activities and programs:

First Time Homebuyers Mortgage Subsidy Agreement

to be located in _the city limits of the City of Oroville, CA_

- 2. If the Application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its Application as approved by the Department in accordance with the statutes and

regulations cited above. The Applicant will also execute a Standard Agreement with the Department, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program.

3. The Applicant hereby authorizes and directs the Mayor to execute, in the name of the Applicant, the HOME Standard Agreement, other HOME-related contracts and conveyances, and any subsequent amendments thereto.
4. The Applicant hereby authorizes _the Director of Business Assistance and Housing Development or the Finance Director or their designee, to execute, in the name of the Applicant, drawdown requests and any other HOME Program form requiring a signature, as may be required by the Department from time to time.

PASSED AND ADOPTED THIS 16th DAY OF December 2025, BY THE FOLLOWING VOTE:

Instruction: Fill in all four vote-count fields below. If none, indicate "0" for that field.

AYES:_____ **NAYS:**_____ **ABSTAIN:**_____ **ABSENT:**_____

CERTIFICATION OF ATTESTING OFFICER

The undersigned Kayla Reaster (Assistant City Clerk) of the Applicant does hereby attest and certify that the foregoing is a true and full copy of a Resolution of the governing board of the Applicant passed and adopted at a duly convened meeting on the date set forth above, and said Resolution has not been altered, amended, or repealed and is in full force and effect.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: AMY BERGSTRAND, DIRECTOR BUSINESS ASSISTANCE/HOUSING DEVELOPMENT

RE: REINSTATEMENT OR FORECLOSURE OF CITY-OWNED 1708 BLUFFS DRIVE

DATE: DECEMBER 16, 2025

SUMMARY

The City Council shall consider reinstating or initiating foreclosure proceedings related to the City of Oroville's interest in the Deed of Trust against the property located at 1708 Bluffs Drive (APN 031-360-031).

DISCUSSION

Staff is requesting authorization from the Council to reinstate or initiate foreclosure on the property located at 1708 Bluffs Drive. The current property owner obtained a mortgage subsidy loan through the City's Homeownership Assistance Program in the amount of \$100,000 in October of 2021.

The borrower is in default on their mortgage with Evergreen Moneysource Mortgage Company, which holds the first lien position. The approximate amount to cure the default would be approximately \$213,325.03, and an additional \$9,135.00 to pay off the second mortgage, Cal HFA, to secure the City's lien position. These amounts were only good through November 6, 2025, and staff is in the process of getting updated figures. Based on comparable properties, the estimated value is \$323,251. A neighboring unit that has never been lived in currently listed for \$325,000.

Address	Amount due to Primary Lender	Amount due to Secondary Lender	Amount of City Loan Plus Accrued Interest	Total Loans	Value Based on Comparable
1708 Bluffs Drive	\$213,325.03	\$9,135.00	(\$100,000 + \$12,139.73) \$112,139.73	\$334,599.76	\$323,251

Staff is recommending the city staff work with the borrower and primary mortgage company to determine if the city should reinstate the borrower's primary loan by paying the past due amount and bring the borrower current or if the City should initiate foreclose. If the City were to reinstate the loan, a new loan agreement would be recorded as a lien on the property in that amount. If City staff determines that the borrower is unable to remain current and decides to initiate foreclosure, staff is proposing that the property be resold on the open market to recoup homebuyer loan costs. Staff has not gained access to the interior of the home to determine what, if any, repairs are needed. Staff will bring these items back to Council if the repairs are in excess of normal wear and tear maintenance.

FISCAL IMPACT

There is no general fund impact. Approximately \$224,135 will be needed to cure the default and approximately \$5,000 in foreclosure fees from Fund 225 (City Revolving Loan Fund) or fund 220 (Housing Program Fund) or approximately \$20,000 will be needed to reinstate the loan.

ACTION REQUESTED -

- 1. DIRECT STAFF TO REINSTATE BORROWER'S PAST DUE AMOUNT WITH PRIMARY MORTGAGE AND EXECUTE A LOAN AGREEMENT IN THAT AMOUNT; IF THAT IS DETERMINED NOT TO BE FEASIBLE; THEN**
- 2. APPROVE THE ADOPTION OF RESOLUTION NO. 9428 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE DIRECTOR OF BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 1708 BLUFFS DRIVE, OROVILLE (APN 031-360-031).**

ATTACHMENTS

Resolution No. 9428

**CITY OF OROVILLE
RESOLUTION NO. 9428**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE DIRECTOR OF BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 1708 BLUFFS DRIVE, OROVILLE (APN 031-360-031).

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

1. The Director of Business Assistance and Housing Development is hereby authorized and directed to execute all documents and any amendments thereto necessary to initiate and complete foreclosure proceedings on 1708 Bluffs Drive, Oroville CA, (APN 031-360-031) Oroville, California; and
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on December 16, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, Assistant City Attorney

Kayla Reaster, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: RUTH DUNCAN, DIRECTOR OF FINANCE

**RE: POSITION REASSIGNMENT – ACCOUNTING TECHNICIAN TO
INFORMATION TECHNOLOGY ANALYST**

DATE: DECEMBER 16, 2025

SUMMARY

The City Council shall consider reassigning a currently vacant Accounting Technician position from the Finance department to the Information Technology department for an Analyst position.

DISCUSSION

The Accounting Technician role has been vacant for some time. Due to recent retirements of long-time employees, it was not known at budget time if this position would be needed. After six months into this fiscal year, it has been determined the position is no longer necessary in Finance. A lot of progress has been made with efficiency and there is no need to fill this position now or the foreseeable future.

The Information Technology department is facing critical staffing needs and could benefit from this reassignment to help get some key projects through.

FISCAL IMPACT

The budgeted appropriations for Accounting Technician will be reassigned to the new Information Technology Analyst position.

No current year budget impact.

Annual salary for an Accounting Technician \$48,383

Annual salary for an Information Technician Analyst \$68,066 for six months is \$34,033.

The difference would have to be included in the next fiscal budget.

ACTION REQUESTED –

**APPROVE A BUDGET TRANSFER OF A POSITION FROM THE FINANCE TO THE
INFORMATION TECHNOLOGY DEPARTMENT.**

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: RONNIE BELSER, DIRECTOR OF CODE ENFORCEMENT

**RE: APPROVAL OF DEPARTMENT OF JUSTICE TOBACCO INSPECTION
GRANT AND MEMORANDUM OF UNDERSTANDING FISCAL YEAR
2025-26 (RFP: DOJ-PROP56-2025-26-1)**

DATE: DECEMBER 16, 2025

SUMMARY

The City Council shall consider approving the Department of Justice Tobacco Inspection Grant and Memorandum of Understanding fiscal year 2025-26, RFP: DOJ-PROP56-2025-26-1 for \$123,622.

DISCUSSION

In March of 2025 the Code Enforcement Team completed an eight hour in person training on Tobacco Inspections hosted by the Department of Justice, in anticipation of the City submitting for the Department of Justice 2025-2026 Tobacco Inspection Grant.

In July 2025 the City applied for the fiscal year 2025-26 Department of Justice Tobacco Inspection Grant RFP: DOJ-PROP56-2025-26-1. On November 20, 2025, the City was awarded the Grant in the amount of \$123,622.

The budget for this Grant will be dispersed by the following budget:

For fiscal year 2025-26, the Grant will fund \$18,591 in wages, \$9,295 in benefits, \$1,401 in Administrative Costs and \$136 in training travel expenses

For fiscal year 2026-27 the Grant will fund \$39,041 in wages, \$19,520 in benefits, \$2,941 in Administrative Costs and \$272 in training travel expenses.

For fiscal year 2027-28 the Grant will fund \$20,497 in wages, \$10,248 in benefits, \$1,544 in Administrative Costs and \$136 in training travel expenses.

The purpose of this grant is to educate the retailer and/or officer educational activities on tobacco laws and ordinances and enforce activities that target retailers for illegal sales/marketing of tobacco products were approved. It is expected that the flavor ban will be enforced within one or more enforcement activities.

The City of Oroville Code Enforcement Team will conduct monthly unannounced on-site inspections at all City of Oroville's 38 retail establishments to verify compliance with local and state tobacco laws.

Inspections will be conducted to ensure no retailers are providing self-service displays or selling flavored tobacco products of any kind.

The Code Enforcement Team will conduct follow-up inspections as needed to enforce compliance. Violators will be cited to the full extent of the law and violations will affect the retailer's license status, resulting in suspension or revocation of a repeat violator's license.

The City will prosecute criminal cases resulting from the increased targeted enforcement and try cases if they are set for jury trial.

Additionally four enforcement officers will receive up to 40 hours of tobacco education per year from the Tobacco Education Program in addition to up to 16 hours annually of in-person and/or online tobacco education provided by Department of Justice, California Department of Public Health, Public Health Law Center, and others.

The City is requesting Council's approval of the 2025-26 Department of Justice Tobacco Inspection Grant and Memorandum of Understanding, RFP: DOJ-PROP56-2025-26-1 in the amount of \$123,622.

FISCAL IMPACT

No impact to the General Fund

ACTION REQUESTED -

APPROVE THE DEPARTMENT OF JUSTICE TOBACCO GRANT AND MEMORANDUM OF UNDERSTANDING FISCAL YEAR 2025-26 (RFP: DOJ-PROP56-2025-26-1)

ATTACHMENTS

Tobacco Grant Award Letter

Memorandum of Understanding

Tobacco Grant Budget Detail

Resolution No.9429 - Department of Justice Tobacco Grant Fiscal Year 2025-26 (RFP: DOJ-PROP 56-2025-26-1)

**CITY OF OROVILLE
RESOLUTION NO. 9429**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL
DOCUMENTS RELATED TO THE DEPARTMENT OF JUSTICE TOBACCO
GRANT FISCAL YEAR 2025-26 (RFP: DOJ-PROP56-2025-26-1)**

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

- a. The Council hereby ratifies all documents relating to the Department of Justice Tobacco Grant Fiscal Year 2025-26 (RFP: DOJ-PROP56-2025-26-1).
- b. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on December 16, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, Assistant City Attorney

Kayla Reaster, Assistant City Clerk



Tobacco Grant Program

Grant Services Branch – Local Assistance

Division of Operations

City of Oroville

DOJ-PROP56-2025-26-1-034

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by the Department of Justice (“DOJ”) and the City of Oroville (“Grantee”), for the purpose of disbursing grant funds to Grantee for reimbursement of expenditures in compliance with the California Code of Regulations and the Fiscal Year 2025-26 Grantee Handbook.

Commencing January 1, 2023, the California Code of Regulations, Title 11, Division 1, Chapter 5: Department of Justice Tobacco Grant Program (“TGP Regulations”) shall govern the policies and procedures of the Tobacco Grant Program.

The TGP Regulations, Request for Proposals, Grantee Handbook (dated April 2025), and Summary of Award document are hereby incorporated by reference into this MOU. Grantee will expend funds for the purposes identified in the approved Summary of Award document. Reimbursements are to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016, approved by the voters as Proposition 56.

COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee’s actual expenditures in performing the project or scope of work included in the approved Summary of Award document. Reimbursements for line items in the approved Budget Detail will be made upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the TGP Regulations and Grantee Handbook.

BUDGET CONTINGENCY CLAUSE

It is mutually agreed, if the Budget Act of the current fiscal year and/or any subsequent years covered under the MOU does not appropriate sufficient funds, the MOU shall be of no further force and effect. In the event this situation occurs, DOJ shall have no liability to reimburse/pay any funds to Grantee, or to furnish any other considerations under this MOU. As well, Grantee shall not be obligated to continue performing the provisions of this MOU, for which the Grantee would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, DOJ shall have the option to either cancel this MOU with no liability occurring to DOJ or offer an addendum to the Grantee to reflect the reduced amount.

PROJECT BREACH-TERMINATION

Failure of a Grantee to comply with this MOU or the TGP Regulations shall be treated by DOJ as a breach of contract. If an act of noncompliance occurs, DOJ may take actions described within the TGP Regulations, including termination. DOJ may terminate this MOU and be relieved of any obligation to disburse grant funds to Grantee should Grantee fail to perform the scope of work at the time and in the manner provided in this MOU.

MISCELLANEOUS PROVISIONS

Addendum – No addendum or variation of the terms of this MOU is valid unless made in writing and signed by the duly authorized representatives of the parties.

Assignment – This MOU is not assignable by Grantee in whole or in part.

Indemnification – Grantee agrees to indemnify and hold harmless DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Certifications – Grantee certifies that it does not receive funding from a manufacturer, distributor, or advertiser of Cigarettes or Tobacco Products. Grantee further certifies that grant funds will not supplant existing state or local funds dedicated for the same purpose.

TERMS

Grant Duration: **11/21/2025 – 6/30/2029**

Category of Expenditure	Award Amount			
	Budget FY 2025-2026	Budget FY 2026-2027	Budget FY 2027-2028	Budget FY 2028-2029
Personnel Services	\$27,886	\$58,561	\$30,745	\$
Operating Expenses and Equipment	\$136	\$272	\$136	\$
Administrative Costs (Not to Exceed 5%)	\$1,401	\$2,941	\$1,544	\$
TOTAL AWARD AMOUNT	\$123,622			

The time limit for reimbursements against this award ends 6/30/2029. Requests for reimbursement received after 7/15/2029 cannot be considered by DOJ.

GRANTEE CONTACT INFORMATION

Brian Ring
 City of Oroville
 1735 Montgomery Street
 Oroville, CA 95965
 (530) 538-2401
Bring@cityoforoville.org

AUTHORIZATION

DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future addendums shall be e-mailed to TobaccoGrants@doj.ca.gov, care of the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

GRANTEE AUTHORIZATIONS

NAME: David Pittman

Title: Mayor

Agency: City of Oroville, CA

Date

NAME: Brian Ring

Title: City Administrator

Agency: City of Oroville, CA

Date

NAME:

Title:

Agency:

Date

DOJ AUTHORIZATIONS

DOJ GRANT MANAGER

Division of Operations

California Department of Justice

Date

DOJ FISCAL DIRECTOR

Division of Operations

California Department of Justice

Date

DOJ CHIEF OF OPERATIONS

Division of Operations

California Department of Justice

Date

TOBACCO GRANT BUDGET DETAIL

Item 12.

AGENCY: CITY OF OROVILLE

B. Operating Expenses and Equipment**Equipment (Tangible items with a PER-UNIT cost of \$5,000 or more)**

Description	Computation	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	TOTALS
NONE		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL		\$ -	\$ -	\$ -	\$ -	\$ -

Other Expenses (Excludes Equipment and Travel/Training)

Description	Computation	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	TOTALS
NONE		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL		\$ -	\$ -	\$ -	\$ -	\$ -

Travel Expenses/Registration Fees*

Description and Destination	Computation	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	TOTALS
Travel to DOJ Tobacco Enforcement Training(s)		\$ 136	\$ 272	\$ 136	\$ -	\$ 544
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL		\$ 136	\$ 272	\$ 136	\$ -	\$ 544
TOTAL OPERATING EXPENSES AND EQUIPMENT		\$ 136	\$ 272	\$ 136	\$ -	\$ 544

*For approved tobacco related training and travel only. Travel cannot exceed current state rates.

C. Administrative Costs*

Description	Enter Desired Percentage (up to 5%)	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	TOTAL
Administrative Costs	5.0%	\$ 1,401	\$ 2,941	\$ 1,544	\$ -	\$ 5,886
TOTAL		\$ 1,401	\$ 2,941	\$ 1,544	\$ -	\$ 5,886

*Administrative costs must not exceed 5% of the total budget for Sections A & B.

TOBACCO GRANT BUDGET DETAIL

Item 12.

AGENCY: CITY OF OROVILLE

SUMMARY					
Budget Category	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Total Request
A. Personnel Services	\$ 27,886	\$ 58,561	\$ 30,745	\$ -	\$ 117,192
B. Operating Expenses and Equipment	\$ 136	\$ 272	\$ 136	\$ -	\$ 544
C. Administrative Costs	\$ 1,401	\$ 2,941	\$ 1,544	\$ -	\$ 5,886
TOTAL PROJECT COSTS	\$ 29,423	\$ 61,774	\$ 32,425	\$ -	\$ 123,622



**Tobacco Grant Program
GRANT SERVICES BRANCH – LOCAL
ASSISTANCE
DIVISION OF OPERATIONS**

TOBACCO GRANT SUMMARY OF AWARD

DOJ-PROP56-2025-26-1-034

OROVILLE, CITY OF

This Summary of Award document will be used by the Tobacco Grant Program when determining whether an activity or expense claimed was approved for funding and is reimbursable. Activities other than those presented here may not be reimbursable. A Grant Modification may be necessary for material deviations. Please consult with your Grant Program Officer *before* engaging in any activity beyond this scope or if you have questions about the scope of the activities and budget allowability.

By signing the Memorandum of Understanding, your agency agrees to the commitments outlined below and this document becomes part of the Grant Agreement.

AWARD SUMMARY

Award Amount: \$123,622

Requested Amount: \$450,140

Removed from Award: Reduced training costs to 1/4 of request.

Reduced Line Items: Reduced Code Enforcement Officer funding to one Officer at 0.40 FTE equivalent based on highest hourly rate proposed.

Other Changes or Stipulations: Re-cast training costs for DOJ Tobacco Enforcement Trainings

IMPORTANT PROVISIONS FOR ALL GRANTEES

I. Enforcement Activities

- a. **Authorized** - If enforcement activities were proposed, **only** activities that target retailers for illegal sales/marketing of tobacco products were approved. It is expected that the flavor ban will be enforced within one or more enforcement activities.
- b. **Unauthorized** - Community or school patrols, or other enforcement actions related to tobacco use and possession, are **not** permitted.

II. Educational Activities

- a. **Authorized** – Retailer and/or officer educational activities on tobacco laws and ordinances, if included, are authorized as noted below.

- b. **Unauthorized** – School or community education efforts, including media campaigns, are **not** permitted as part of this award. All educational efforts should be directed to retailers and/or officers.

III. Removed Personnel or Other Items

- a. If specific personnel or other items were removed and not funded, they cannot be reinstated during the grant term.

IV. Reduced Line Items

- a. If a specific line item was reduced, the intention was to not fully fund it or the activities it represents.

V. Mileage/Fuel

- a. Budgets that include mileage or fuel were amended to include both together in one line item for flexibility and the type of backup documentation available. Mileage is limited to the state rate in effect at the time of travel.

VI. Equipment

- a. All equipment items must be purchased during the first year of the project as noted on the Budget Detail. Their awarding is intended to support project goals and be used to support grant activities throughout the grant term.

Please reference the Tobacco Grant Program Grantee Handbook for more information regarding allowable costs.

GOALS AND ACTIVITIES

Retail Inspections

- Per year, **38** retailers will be inspected.
- Additional details regarding these inspections:
 - COCE inspectors will conduct monthly unannounced on-site inspections at all 38 retail establishment to verify compliance with local and state laws.
 - Inspecting to ensure no retailers are providing self-service displays or selling flavored tobacco products of any kind.
 - Follow-up inspections will be performed as needed to enforce compliance.
 - Violators will be cited to the full extent of the law. Violations will affect the retailer's license status, resulting in suspension or revocation of a repeat violator's license.
 - The City will prosecute criminal cases resulting from the increased targeted enforcement and try cases if they are set for jury trial.

Enforcement Officer Education

- Per year, **4** enforcement officers will receive education about tobacco laws and ordinances.
- Additional details regarding these officer education activities:
 - 4 officers; will address state and local self-serve and flavor bans.
 - Each Code Enforcement Officer will receive up to 40 hours of tobacco education per year from the Tobacco Education Program in addition to up to 16 hours annually of in-person and/or online tobacco education provided by Department of Justice, California Department of Public Health, Public Health Law Center, and others.

Prosecution – Not Applicable

- The City of Oroville employs a multi-faceted approach to enforcing its municipal code, combining administrative measures like citations and fines with the option of pursuing criminal prosecution or civil actions to ensure compliance and maintain public safety and quality of life for its residents. Tobacco related violations will affect the retailer's license status, resulting in possible suspension or revocation of a repeat violator's license. The City will prosecute criminal cases resulting from the increased targeted enforcement and try cases if they are set for jury trial.

Minor Decoy Operations – Not Applicable

Shoulder Tap Operations – Not Applicable

Undercover Buys – Not Applicable

Retailer Education – Not Applicable

Task Force – Not Applicable

Other Activities – Not Applicable

PARTNERING AGENCIES

Based upon the proposal submitted and any subsequent modifications approved by DOJ, the following agencies are expected to partner with and support the activities and fulfillment of goals referenced above:

- Not Applicable

Please notify your Grant Program Officer of any proposed changes to partnering agencies, particularly if they are included within your budget.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: TEMPORARY DELEGATION OF SIGNING AUTHORITY TO SENIOR ENGINEER AND PROJECT MANAGER, TIM KABER AND 5% OUT OF CLASS COMPENSATION

DATE: DECEMBER 16, 2025

SUMMARY

The City Council shall consider temporarily delegating Senior Engineer and Project Manager, Tim Kaber, the same signing authority that is typically granted to the City Engineer, for the duration of time that the City Engineer position is vacant and being actively recruited. Along with this responsibility, Staff recommend compensating Mr. Kaber with a 5% out of class pay increase.

This temporary delegation of authority will allow Mr. Kaber to sign engineering-related documents, approvals, and correspondence necessary to keep capital projects, development review, and regulatory compliance tasks moving forward without interruption. The delegation would remain in effect until a new City Engineer is appointed or the City Council takes further action.

DISCUSSION

The City Engineer position is currently vacant and the recruitment process is underway. During this interim period, a number of routine and time-sensitive tasks still require formal review and signature by an individual with appropriate authority on behalf of the City Engineer's office. These tasks include, but are not limited to:

- Execution of certain Public Works and engineering-related contracts, amendments, and change orders within existing Council-approved authority limits;
- Approval and signing of engineering plans and specifications for capital improvement projects;
- Review and approval of subdivision and development improvement plans, parcel and final maps, and related documents;
- Signing off on progress payment requests, grant-related engineering certifications, and other project administration documents;

- Execution of technical correspondence and regulatory submittals related to State and federal agencies, utilities, and other partners.

Senior Engineer and Project Manager, Tim Kaber, currently serves as a key lead for the City's capital projects and engineering workload. He has extensive experience with the City's standards, processes, and active projects, and is already performing many of the technical and project management duties associated with the City Engineer's office.

Temporarily delegating signing authority to Mr. Kaber will:

- Prevent delays to capital improvement projects and private development projects that depend on timely engineering approvals;
- Ensure continuity in fulfilling regulatory and grant requirements that require an authorized engineering representative;
- Provide clear internal direction and external clarity to contractors, consultants, and partner agencies regarding who is authorized to sign on the City's behalf for engineering matters.

The temporary delegation would be limited in scope to those documents and actions that would ordinarily fall under the City Engineer's signing authority and would not expand or alter Council's existing authority thresholds, purchasing policies, or any requirements for Council approval. The delegation would automatically terminate upon:

1. Appointment of a new City Engineer, or
2. Further action by the City Council modifying or rescinding the delegation.

Staff will continue to keep the City Council informed regarding the status of the City Engineer recruitment and will bring any necessary follow-up actions forward at that time.

FISCAL IMPACT

5% increase in compensation until City Engineer vacancy is filled, or until City Council modifies this action. This equates to approximately \$635/month increase.

ACTION REQUESTED –

APPROVE TEMPORARY DELEGATION OF SIGNING AUTHORITY TO SENIOR ENGINEER AND PROJECT MANAGER, TIM KABER; AND

5% OUT OF CLASS COMPENSATION.

ATTACHMENTS

None.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: TERM AMENDMENT OF VICE MAYOR ERIC SMITH TO THE BUTTE
COUNTY MOSQUITO & VECTOR CONTROL DISTRICT BOARD OF
TRUSTEES**

DATE: DECEMBER 16, 2025

SUMMARY

The City Council shall consider amending the reappointment of Vice Mayor Eric J. Smith to the Butte County Mosquito & Vector Control District Board of Trustees to ensure compliance with statutory term requirements beginning January 2026. On December 2, Council appointed Vice Mayor Smith to a one-year term. However, it was discovered that the term must be either a two or four-year appointment.

DISCUSSION

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

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

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

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

Addressing this item prior to January will:

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

FISCAL IMPACT

None.

ACTION REQUESTED -

REAPPOINT VICE MAYOR ERIC J. SMITH TO THE BUTTE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT BOARD OF TRUSTEES TO SERVE A TWO YEAR TERM COMMENCING AT NOON ON THE FIRST MONDAY OF JANUARY 2026 THROUGH DECEMBER 2027, IN ACCORDANCE WITH HEALTH & SAFETY CODE §2024(A); OR

REAPPOINT VICE MAYOR ERIC J. SMITH TO THE BUTTE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT BOARD OF TRUSTEES TO SERVE A FOUR YEAR TERM COMMENCING AT NOON ON THE FIRST MONDAY OF JANUARY 2026 THROUGH DECEMBER 2029, IN ACCORDANCE WITH HEALTH & SAFETY CODE §2024(A).

ATTACHMENTS

None.

Business Assistance and Housing Development

Item i.



NOVEMBER 2025

Loan Portfolio Balance: \$49,576,233.58

Number of Loans	337	Loans in Default	2
Late Payment Notices	0	Late Insurance Notices	0
Annual Inspections Complete	100%	Annual Certs Received	11 outstanding

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 primary mortgage to reinstate this loan.
2. 58 La Crescenta-Notice of Default recorded by primary on 10/13/2025. Letter sent to homeowner with no response. Code Enforcement is trying to make contact with the homeowner for signed authorization for payoff statement from Primary Mortgage. This borrower is already in default of Landscape Improvement Loan.

Deceased Loan Holder-1

1. 2852 Gawthorne Ave-Death Notice in paper. Passed away 10/7/2025. Letter sent to Estate 12/01/2025.

Loan Portfolio Analysis

Rehab Loans: 29(\$989,290)	FTHB Loans: 273(\$19,028,805)
Economic Development Loans: 1(\$161,332)	Landscape Loans: 3 (\$13,051)
Housing Development: 15 (\$28,433,986)	City Employee Mortgage: 7 (\$236,118)
Lease-to-Purchase: 4(\$351,391)	Payoff Requests Processed (2025): 22
Loans Repaid FY -24-25: 17	Payoff Received FY 24-25: \$1,231,067
Loans Repaid FY -25-26: 7	Payoff Received FY 25-26: \$407,777

First Time Home Buyer Program-City Program

Applications Received: 0	Applications under Review: 0
Loans Approved: 1	Loans Closed FY 24-25: 9

Applications Received: 0

Applications under Review: 0

Loans Closed FY 25-26: 4

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: 3

Loans Approved: 1

Rehab in Process: 4

Loans Closed FY 24-25: 2

Loans Closed FY 25-26: 4

Grants Submitted FY23-24 and 24-25

1. 2023 HOME Investment Partnership: \$500,000 for FTHB program-Awarded. Awaiting Standard Agreement
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-conditional award received. The main award was executed. Award package is being directed to the city. City has already ordered the Truck and Engine and will request reimbursement as soon as we received the subtask package. Awarded.
4. 2024 CDBG General Allocation: \$100,000 for Catalyst Domestic Violence-conditional award received. The main award was executed. Award package is being directed to the city. Awarded.
5. 2024 CDBG General Allocation: \$164,486 for South Oroville Drainage Feasibility Study-Conditional award received. The main award was executed. Award package is being directed to the city. 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.

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. Mission Esperanza-Construction is 98% complete. Still awaiting the installation of the dog kennel. Esperanza Village has 19 occupants in the congregate shelter and 18 in the pallets.
3. Neighborhood Cleanup Program- grant is 100% Expended. Closeout to Council 10/7/2025.

1. Lincoln Street Senior Apartments-Submitted Financing package to the State with request for an extension. NTP has been issued and **construction has begun**.
4. Improvements to Oroville Convention Center-Project complete. Grant is 100% expended, but still expending general administration. Estimate 10% expenditure by the end of year 2025.
5. Veteran's Village-City released Tranche 1 on 09/25/2024 to VHDC. Plans and Specs, environmental review underway. The City solar array was built in the City easement to access the project, working with VHDC and City engineering to determine remedy. City engineer requesting PGE move some poles on site.
6. Preparing 2025 HOME Investment Partnership Program Income Only Application to submit end of 2025 or January 2026 to utilize funds for Homeownership Assistance.
7. Website update in progress
8. Staff in the process of reviewing the 2025 CDBG NOFA that was released 9/24/2025. Public hearing to determine application submittals to be scheduled.
9. Planning to prepare 2025 Program Income Only CDBG Application for Owner Occupied Rehabilitation.
10. Staff will be under CDBG-DR State Monitoring during the month of November and December.

CITY OF OROVILLE



FIRE DEPARTMENT

Statistics Package

11/1/2025 to 11/30/2025

Countywide Cooperative Fire & Rescue Service

Definitions and Notes

Terms

Item ii.

Dispatched Agencies:

All agencies that are dispatched by the CAL FIRE / Butte County Fire Department Oroville Emergency Command Center

First Due Station:

The jurisdictional 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

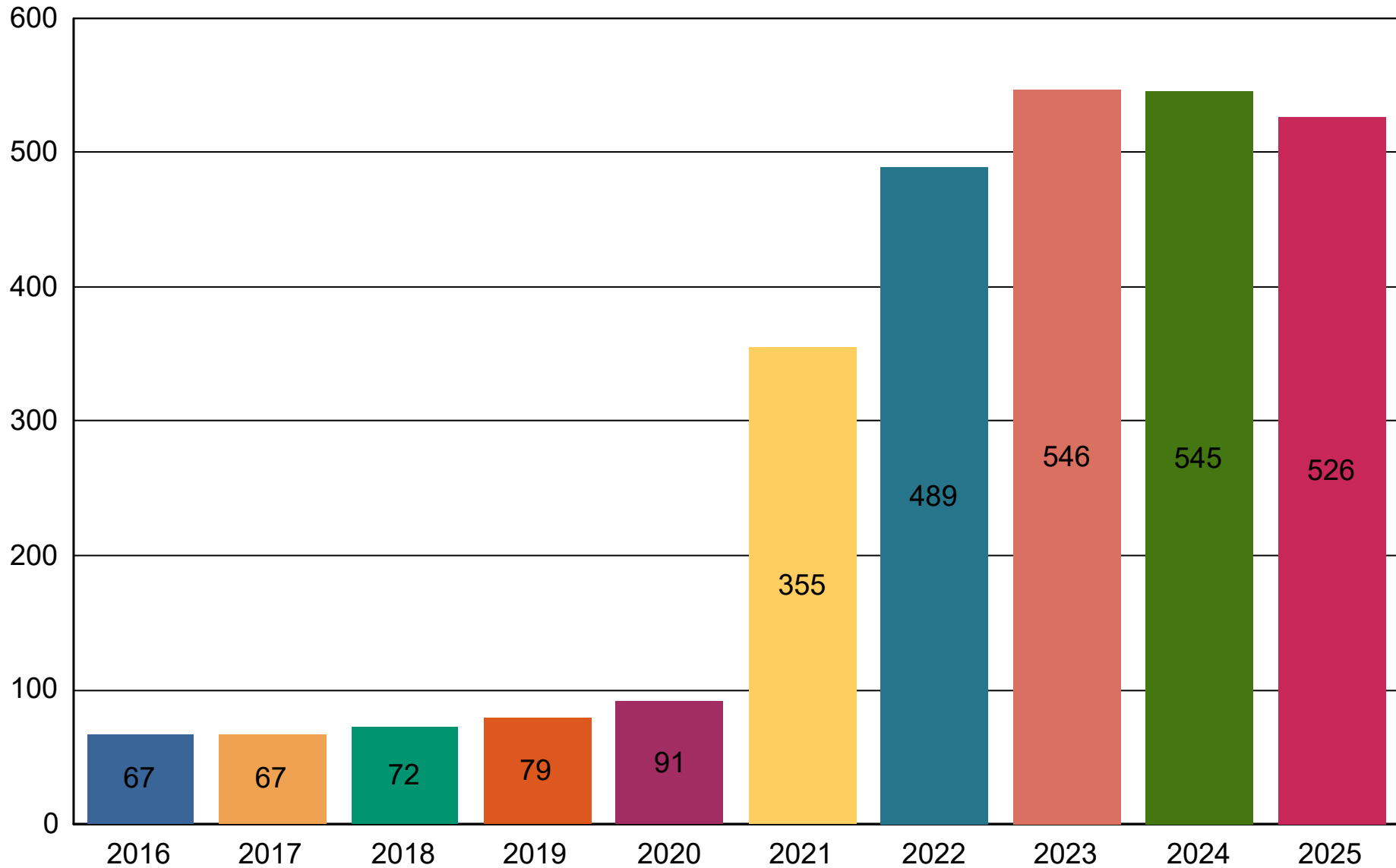
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|------------------------------------|--------------------------------------|------------------------------------|
| 11 - CAL FIRE Butte Meadows | 13 - CAL FIRE Stirling City | 22 - CAL FIRE Cohasset |
| 23 - CAL FIRE Forest Ranch | 25 - Butte County 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

Item ii.

11/1/25 To 11/30/25



* DATA IS UNAVAILABLE PRIOR TO 02/11/2004

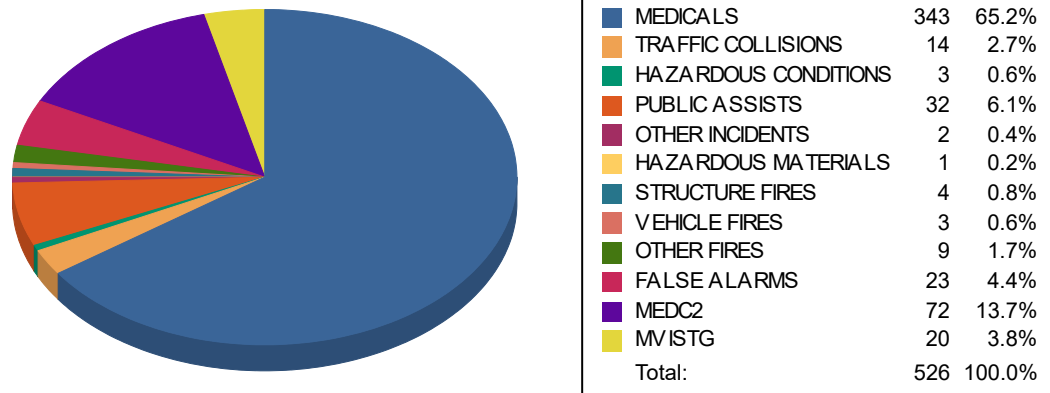


Agency Activity 11/1/2025 to 11/30/2025

Item ii.

	MED	T/C	HAZ-CON	P/A	OTH	HAZ-MAT	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG
CAORO	343	14	3	32	2	1	4	3	9	23	72	20
Total	343	14	3	32	2	1	4	3	9	23	72	20

Incident Type Percentages (All Agencies)





All Dispatched Agencies First Due Station Activity By Type 11/1/2025 To 11/30/2025

Item ii.

11/1/2025 TO 11/30/2025

Item ii.

11/1/2025 TO 11/30/2025

Item ii.



Incident Activity by Type For City of Oroville FD 11/1/2025 To 11/30/2025

Item ii.



Cooperator Assistance Provided to **CAL FIRE**/Butte County Fire 11/1/2025 to 11/30/2025

Item ii.

	MED	T/C	HAZ-CON	P/A	HAZ-MAT	RESCUE	VEG	STR	VEH	OTH FIRE	F/A
CAORO	309	23	5	21	1	3	4	5	4	11	20
Total	309	23	5	21	1	3	4	5	4	11	20

Resource Agency Response to Jurisdictional Agency 11/1/2025 to 11/30/2025

CAORO to CAORO

Total Number of Incidents: **400**

Total Number of Resources Responding: **473**

		MED	T/C	HAZ-CON	P/A	HAZMAT	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	B9A	1	4	1	0	1	3	2	1	7	0	0	20
	B9B	0	2	0	0	0	1	0	0	3	0	0	6
	E391	2	0	0	0	0	0	0	0	1	0	0	3
	E91	213	9	2	7	0	3	2	8	14	50	14	322
	T91	58	7	2	16	1	2	1	3	14	17	1	122
	Total	274	22	5	23	2	9	5	12	39	67	15	473



Resource Agency Response to Jurisdictional Agency 11/1/2025 to 11/30/2025

Item ii.

Total Number of Incidents: **115**

Total Number of Resources Responding: **124**

CABTC to CAORO

		MED	T/C	HAZ-CON	P/A	STR	VEH	F/A	MEDC2	MVISTG	Total
CABTC	E64	4	2	0	0	0	2	3	1	0	12
	E71	3	0	0	1	0	1	1	0	0	6
	E72	1	0	0	0	1	1	0	0	0	3
	Others	58	6	2	12	6	3	5	5	6	103
	Total	66	8	2	13	7	7	9	6	6	124



Resource Agency Response to Jurisdictional Agency 11/1/2025 to 11/30/2025

Item ii.

Total Number of Incidents: **68**

Total Number of Resources Responding: **76**

CAORO to CABTC

		MED	T/C	HAZ-CON	P/A	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	MEDC2	MVISTG	Total
CAORO	B9A	0	1	0	0	1	0	0	0	0	0	0	0	2
	B9B	0	2	0	0	0	0	0	0	0	0	0	0	2
	BOAT91	0	0	0	0	1	0	0	0	0	0	0	0	1
	E391	0	0	0	0	0	0	0	0	0	1	0	0	1
	E91	29	11	1	3	2	1	0	1	1	3	7	5	64
	E92	1	0	0	0	0	0	0	0	0	0	0	0	1
	RS91	0	0	0	0	2	0	0	0	0	0	0	0	2
	RWC91	0	0	0	0	1	0	0	0	0	0	0	0	1
	T91	0	0	0	0	0	0	1	0	0	1	0	0	2
	Total	30	14	1	3	7	1	1	1	1	5	7	5	76



Resource Agency Response to Jurisdictional Agency 11/01/2025 to 11/30/2025

Item ii.

Total Number of Incidents: 71

Total Number of Resources Responding: 111

CAL FIRE to CAORO

		MED	T/C	HAZ-CON	P/A	HAZMAT	STR	VEH	OTH FIRE	F/A	MEDC2	Total
CABTU	B2105	0	0	0	0	0	2	0	0	0	0	2
	B2108	0	1	0	0	0	0	0	0	2	0	3
	B2114	0	1	0	0	0	0	0	0	0	0	1
	B2115	0	1	0	0	0	0	0	0	0	0	1
	B2116	0	0	0	1	0	0	0	0	0	0	1
	B2117	0	1	2	0	0	0	0	0	2	0	5
	B3	0	1	0	0	0	0	0	0	1	0	2
	CH2102	0	0	1	0	0	0	1	0	0	0	2
	D2103	0	0	0	0	0	0	0	0	1	0	1
	D2104	0	0	0	0	0	1	0	0	0	0	1
	E2154	2	0	0	0	0	0	0	0	0	0	2
	E2161	0	0	0	0	0	0	0	0	0	1	1
	E2164	0	0	0	0	0	0	0	0	1	0	1
	E2165	1	0	1	0	0	0	0	0	0	0	2
	E2168	1	0	0	0	0	0	0	0	0	0	1
	E2169	14	2	0	1	0	3	1	0	4	2	27
	E2180	16	0	0	2	0	2	0	0	2	2	24
	E2192	0	0	0	0	0	0	0	0	1	0	1
	P2121	0	0	0	0	0	0	0	1	1	0	2
	P2123	1	0	0	0	0	0	0	1	1	0	3

		MED	T/C	HAZ-CON	P/A	HAZMAT	STR	VEH	OTH FIRE	F/A	MEDC2	Total
CABTU	PIOADVSE	0	0	2	0	1	4	2	1	1	0	11
	PRVADVSE	0	0	2	0	0	4	4	1	1	0	12
	S2103	0	0	0	0	0	2	0	0	0	0	2
	SFTYDO	0	0	0	0	0	1	0	0	0	0	1
	T2107	0	0	0	0	0	1	0	0	0	0	1
	TAB-U1	0	1	0	0	0	0	0	0	0	0	1
	Total	35	8	8	4	1	20	8	4	18	5	111

Item ii.

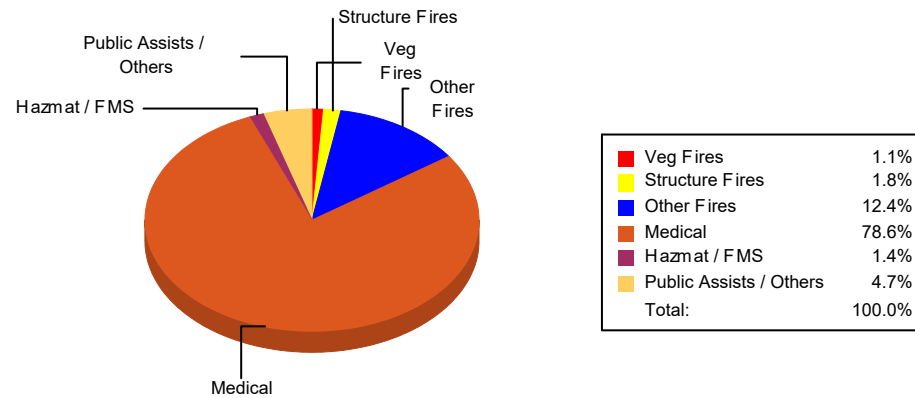


Battalion 9 Total Responses 11/1/2025 to 11/30/2025

Item ii.

	Veg Fires	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists /	Total
B9A	1	3	14	7	2	0	27
B9B	1	1	3	4	0	0	9
E391	0	0	2	2	0	0	4
E91	3	3	31	340	3	10	390
E92	0	0	0	1	0	0	1
T91	1	3	19	83	3	16	125
Total	6	10	69	437	8	26	556

Number of Incidents / Incident Type





Incident Activity by Station
11/1/2025 To 11/30/2025

Item ii.

DATE: December 2, 2025

Item iii.

TO: STATE, CITY AND LOCAL OFFICIALS

NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S APPLICATION FOR REVIEW AND RECOVERY OF COSTS ASSOCIATED WITH THE 2019 KINCADE FIRE AND 2021 DIXIE FIRE UNDER AB 1054 (A.25-11-001)

Why am I receiving this notice?

On November 14, 2025, Pacific Gas and Electric Company (PG&E) filed an application with the California Public Utilities Commission (CPUC). PG&E is requesting approval to recover in rates approximately \$1.59 billion for wildfire-related costs recorded in its **Wildfire Expense Memorandum Account (WEMA)** and approximately \$314 million for restoration and emergency response costs recorded in its **Catastrophic Event Memorandum Account (CEMA)** related to the 2019 Kincade Fire and 2021 Dixie Fire. You are receiving this notice because PG&E's request, if approved, will result in increases to your electric and/or gas rates.

Why is PG&E requesting this rate increase?

The California Legislature enacted Assembly Bill (AB) 1054 to address the recovery of costs associated with wildfires attributed to electrical equipment which ignited on or after July 12, 2019, referred to as "covered wildfires." PG&E incurred costs to respond to and resolve legal matters, which include claim payments and legal fees, resulting from the 2019 Kincade Fire and 2021 Dixie Fire, both of which qualify as "covered wildfires." The CPUC reviews these costs under AB 1054 to determine whether the costs will be recovered in customer rates. Some of the costs are being paid by the California Wildfire Fund established by AB 1054. Those costs are therefore not being requested from customers.

How could this affect my monthly electric rates?

If the CPUC approves PG&E's request to recover costs recorded in the electric **WEMA**, PG&E will file a separate application to finance those costs through recovery bonds. Financing through recovery bonds reduces the impact on customers and supports affordability. If this financing approach is approved, PG&E estimates that it would recover costs in electric rates over a 25-year period beginning in 2028. If the CPUC approves PG&E's request to recover restoration costs recorded in the electric **CEMA**, PG&E has proposed to recover those costs in customer rates over a 12-month period starting in 2027. While the final rate impact would depend on the terms of the recovery bonds, PG&E estimates the average NON-CARE¹ residential monthly bill using 500 kWh per month would increase by approximately \$2.92 or 1.4% per month for those costs in the first period and \$0.85 or 0.4% in the second period. By law, customers enrolled in the CARE and FERA programs¹ are exempt from paying the recovery charge associated with the financing order.

Direct Access (DA) and Community Choice Aggregation (CCA) customers only receive electric transmission and distribution services from PG&E. If this application is approved, on average, rates for services provided by PG&E to these customers would increase by 1.9% compared to current rates in the first period and 0.9% compared to current rates in the second period. DA providers and CCAs set their own generation rates. Check with your DA provider or CCA to learn how this would impact your overall bill.

Another category of nonbundled customers is Departing Load. These customers do not receive electric generation, transmission, or distribution services from PG&E. However, these customers are required to pay certain charges by law or CPUC decision. On average, existing Departing Load customers would see a rate increase of 0.8% compared to current rates in the first period and 0.7% compared to current rates in the second period. Actual impacts will vary depending on usage and are subject to CPUC regulatory approval. Detailed rate information will be sent directly to customers in a bill insert in December 2025.

How could this affect my monthly gas rates?

Bundled gas customers receive transmission, distribution, and procurement services from PG&E. If the CPUC approves PG&E's request, costs would be recovered through gas rates over a 12-month period starting in 2027. PG&E estimates

¹ CARE (California Alternate Rates for Energy) is an income qualified discount program. Electric CARE customers are exempt from certain charges and receive a 35% discount on non-exempt charges for an overall average discount of approximately 38%. The Family Electric Rate Assistance (FERA) program provides an 18% discount for qualified households with three or more people.

the average NON-CARE¹ monthly residential bill using 31 therms per month would increase by approximately \$1.19 per month. Detailed rate information will be sent directly to customers in a bill insert in December 2025.

Item iii.

How does the rest of this process work?

This application will be assigned to a CPUC Administrative Law Judge who will consider proposals and evidence presented during the formal hearing process. The Administrative Law Judge will issue a proposed decision that may adopt PG&E's application, modify it or deny it. Any CPUC Commissioner may sponsor an alternate decision with a different outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners at a public CPUC Voting Meeting.

CONTACT CPUC

Parties to the proceeding may review PG&E's application, including the Public Advocates Office. The Public Advocates Office is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information about the Public Advocates Office, please call **1-415-703-1584**, email: **PublicAdvocatesOffice@cpuc.ca.gov** or visit **PublicAdvocates.cpuc.ca.gov**.

Please visit **apps.cpuc.ca.gov/c/A2511001** to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding. Your participation by providing your thoughts on PG&E's request can help the CPUC make an informed decision.

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

Email: **PublicAdvisor@cpuc.ca.gov**

Mail: CPUC

Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102

Call: **1-866-849-8390** (toll-free) or **1-415-703-2074**

Please reference **PG&E's Wildfire Cost Recovery Request Under AB 1054 Application A.25-11-001** in any communications you have with the CPUC regarding this matter.

Where can I get more information?

CONTACT PG&E

If you have questions about PG&E's filing, please contact PG&E at **1-800-743-5000**. For TTY call **711**. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al **1-800-660-6789** • 詳情請致電 **1-800-893-9555**.

If you would like an electronic copy of the filing and exhibits, please write to the address below:

Pacific Gas and Electric Company
Wildfire Cost Recovery Request Under AB 1054 Application (A.25-11-001)
P.O. Box 1018
Oakland, CA 94604-1018